



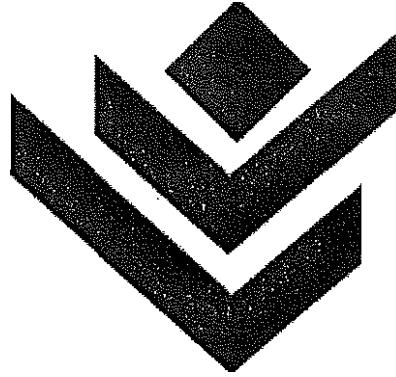
CITY OF
BLOOMINGTON
COUNCIL MEETING
JANUARY 9, 2017

CONSENT AGENDA

RECOGNITION

REGULAR AGENDA

AGENDA



City Logo Design Rationale

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!

Brief Summary of Five Council Priorities

Five Priorities

At the September retreat, Council informally selected its top five priorities, and since that time staff has seen that these five areas are the dominant focus of the Council's policy deliberations. The selected priorities are:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Implementation Plan

The value in naming priorities is to establish policy direction, make that direction known to stakeholders and guide policy, budget and operational decisions. As we work to develop the City's FY17 budget, staff would find value in formalizing the five priorities for the next fiscal year.

Prior to formalization, we have prepared this brief summary to begin the dialogue about what each priority means, where it stands and what it will take to advance each going forward.

1. Economic Development

- A. Economic development was overwhelmingly recognized by the Council as **essential to the financial sustainability** of the community. It is our prime means to diversify our tax base and expand our revenue streams.
- B. City of Bloomington economic development is undertaken in parallel with **regional collaboration** and economic development initiatives of the EDC, B/N Advantage and others.
- C. The time is right to review our **economic development strategic plan and incentive policy**. Tools such as TIF are invaluable for the redevelopment of areas such as Colonial Plaza, and will be key to our success.
- D. Economic development cannot stand alone and depends on sound infrastructure and quality of life to successfully ensure a financially-sound future for our community.

2. Infrastructure

- A. The City is decades behind in funding much-needed **infrastructure maintenance**, estimated to total \$400M or more. Reliable infrastructure with the capacity to handle growth is essential to economic development, quality of life and the City's financial long-term stability.
- B. Our City's recently completed **infrastructure Master Plans**, encompassing streets, sanitary sewers, storm water, facilities, sidewalks and more provide detailed inventory, condition rating and make it possible for us to assess and prioritize critical needs.
- C. The next essential step is to develop a **five year Capital Improvement Plan** to address the most urgent/timely needs, AND a funding strategy.
- D. Some projects included in the City's Master Plans are prime candidates for borrowing. Financing options are many, and Council will determine a preferred strategy, ranging from conservative to aggressive.

3. Financial Planning

- A. Since the Great Recession, we are all adapting to a new economy that requires us to have a **long-term, continuously evolving plan for financial sustainability**, including a plan for appropriate reserves. We must have a balanced budget to avoid the pitfalls and reputational damage that many other governments continue to experience.
- B. A deficit in the City's General Fund was averted in the near term through Budget Task Force recommendations and the Council's recent adoption of a 1% sales tax increase. However, the City's expenses, especially those tied to Police and Fire pensions and labor costs, will continue to increase over the years. The **potential for a General Fund structural deficit** will continue to threaten future budgets.
- C. It will take all of us, including our citizens, to develop solutions for achievement of financial sustainability. We must focus on refining our financial projections, re-forecasting when appropriate, identifying programs and services, establishing appropriate levels of service performance measures, and prioritization.
- D. A **Capital Improvement Plan and funding** is critical to the City's financial strategy now and going forward.

4. Reduced Emergency Response Times

- A. Despite the excellent efforts of our first responders, the Fire Master Plan identified that **service to the City's northeast portion is inadequate and response times are below our standards**. Long-term, the Master Plan recommends a new Fire Station facility to serve the northeast area of the City. In the short-term, we must identify creative and innovative methods to reduce EMS and fire suppression response times.
- B. Quality public safety services are essential to a community's Economic Development and, with so many financial resources devoted to public safety, **finding efficient solutions to public safety issues** contributes to the long-term financial health of the community.

5. Downtown Implementation Plan

- A. The Downtown Master Plan was adopted by the City Council in 2013 without an Implementation Plan. Increased interest in Downtown economic development, notably in the proposed addition of hotel and/or convention center space, indicates this is the time to **design the City's role** in success of the Downtown.
 - a. It will take inside and outside **resources to vet potential Downtown projects**.
 - b. We must determine the amount and type of **public engagement** that is appropriate for Downtown development proposals.
 - c. Traditionally, municipalities play a role in Downtown **streetscape improvements** and meeting its **parking needs**.
- B. We can **build upon the qualities that make our Downtown special**, such as our ties to President Lincoln and Route 66, both expertly displayed in the new Visitors Center at the McLean County Museum of History. Smart economic development in Downtown will expand on existing assets and attractions like the Museum, the BCPA and the Coliseum.

RESOLUTION NO. 2016 -29

A RESOLUTION ADOPTING A MISSION, VISION AND VALUES STATEMENT FOR THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington ("City") is an Illinois home-rule municipality; and

WHEREAS, the City is known as the "Jewel of the Midwest;" and

WHEREAS, the City is a great place to live, work and play; and

WHEREAS, the City Council desires to adopt a statement expressing the Organizational Mission, Vision and Values of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The above stated recitals are incorporated herein by reference.

Section 2. The City Council of the City of Bloomington hereby formally adopt the following as the City's Organizational Mission, Vision and Values:

Mission: To lead, serve and uplift the City of Bloomington

Vision: A Jewel of Midwest Cities

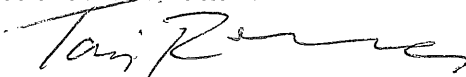
Values: Service-centered, results-driven, inclusive.

Section 3. All resolutions in conflict with this Resolution, as well as any previous statements adopted on the mission, vision and values of the City are hereby repealed.

Section 4. This Resolution shall be in full force and effect immediately after its passage and approval.


APPROVED by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, July 25, 2016, by a vote of 7 to 1. (Nay: Alderman Kevin Lower) (Absent: Alderman David Sage)

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST



Cherry L. Lawson, City Clerk



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, JANUARY 9, 2017; 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. **Recognition/Appointments**
 - A. State of the City Address, Mayor Tari Renner (*Presentation 10 minutes*)

6. **Public Comment**

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

7. **“Consent Agenda”**

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

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

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

- A. Consideration of approving the Minutes of the December 19, 2016 Regular City Council Meeting, and the December 28, 2016 Special Session Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*
- B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$10,077,646.04. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$10,077,646.04, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving a Contract with the Telecommunicators Police Benevolent Labor Committee. *(Recommend that Council approves the Contract with the Telecommunicators Police Benevolent Labor Committee and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- D. Consideration of approving the purchase of Personal Protective Equipment – Firefighter Turnout Gear. *(Recommend that 22 complete sets (jacket and pants) of Globe Gold Millenia XT G-Xtreme Firefighter Turnout Gear be purchased utilizing the National Purchasing Partners- Government (NPPGov) program from Municipal Emergency Services, Inc. (MES), Deerfield, IL be approved, in the amount of \$58,509.26, and the Procurement Manager be authorized to issue a Purchase Order for same.)*
- E. Consideration of an Ordinance Rezoning the property located at the intersection of East Lincoln Street and Four Seasons Road, west of Four Seasons Road, north of East Lincoln Street and south of the apartments on Willedrob Road (approximately 5.74 acres) from B-1, Business, and C-1, Commercial, to R-3B, Multifamily Residential District. *(Recommend that an Ordinance be adopted rezoning the property located at the intersection of East Lincoln Street and Four Seasons Road, west of Four Seasons Road, north of E. Lincoln Street and south of the apartments on Willedrob Road (approximately 5.74 acres) from B-1 and C-1 to R-3B, Multifamily Residential District, and approval of a fee in lieu of parkland dedication in the amount of \$21,375.00, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- F. Consideration of an Ordinance approving the Assignment of Payments for the Redevelopment Agreement between the City of Bloomington and Milan Hotels (Magnus Hotels LLC) for its proposed acquisition and redevelopment of the Baymont Inn & Suites at 604 ½ IAA Drive. *(Recommend that an Ordinance approving an Assignment of Payments for the Redevelopment Agreement between the City of Bloomington and Magnus Hotels LLC be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*

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

- G. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception on June 17, 2017. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception on June 17, 2017, at the Davis Lodge be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

8. “Regular Agenda”

- A. Consideration of Ordinance Approving a Lease and Intergovernmental Agreement with Bloomington Normal Airport Authority. *(Recommend that an Ordinance be adopted; the Lease and Intergovernmental Agreement with the Bloomington Normal Airport Authority be approved, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by David Hales, City Manager 5 minutes, and Council discussion 10 minutes)*
- B. Consideration of approving proposed FY18 CDBG Partner projects/activities and overall funding plan for inclusion in the City’s FY18 CDBG Action Plan. *(Recommend that Council approve the preliminary funding plan for the FY18 CDBG program for use in creation of the FY18 CDBG Action Plan.) (Presentation by Jennifer Toney, Grants Coordinator, Community Development 10 minutes, Council discussion 15 minutes.)*
- C. Presentation of Bloomington Fire Department Five-Year Capital Improvement Plan. *(For presentation and discussion only.) (Presentation by Brian Mohr, Fire Chief 20 minutes, and Council discussion 20 minutes.)*
- D. Presentation of Bloomington Public Library Five-Year Capital Improvement Plan. *(For presentation and discussion only.) (Presentation by Jeanne Hamilton, Library Director 20 minutes, and Council discussion 20 minutes.)*

9. City Manager’s Discussion

10. Mayor’s Discussion

11. City Aldermen’s Discussion

12. Executive Session – Cite Section

13. Adjournment

14. Notes

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



**COUNCIL AGENDA
ITEM NO. 5**

RECOGNITION/APPOINTMENT

5. Recognition/Appointments

A. State of the City Address – Mayor Tari Renner



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: January 9, 2017

SUBJECT: Consideration of approving the Minutes of the December 19, 2016 Regular City Council Meeting, and the December 28, 2016 Special Session Council Meeting.

RECOMMENDATION/MOTION: That the reading of minutes be dispensed and 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 minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

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

Recommended by:

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

David A. Hales
City Manager

Attachments:

- December 19, 2016 Regular City Council Meeting Minutes
 - December 28, 2016 Special Session Meeting Minutes
-

**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, DECEMBER 19, 2016; 7:00 P.M.**

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, December 19, 2016. The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

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

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

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

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

Alderman absent: None.

Staff Present: David Hales; City Manager, Jeffrey Jurgens; Corporation Counsel, Cherry L. Lawson; City Clerk, Steve Rasmussen; Assistant City Manager, Kenneth Bays; Assistant Chief of Police, Brian Mohr; Fire Chief, Nicole Albertson; Director of Human Resources, Laurie Wollrab; Payroll and Benefits Manager, Austin Grammer; Economic Development Coordinator and other City staff were also present.

5. Recognition / Appointments

The following were presented:

- A. Appointment of Jesse Smart to the Cultural District Commission.
- B. Appointment of Emily Vigneri to the Cultural District Commission.
- C. Appointment of Rodney Smithson to the Property Maintenance Review Board.

6. Public Comment

Bruce Meeks
Patricia Marton

Motion to by Alderman Schmidt, second by Alderman Hauman to suspend the Public Comment rules to allow public comments.

Motion carried: (Viva voce)

Merlin King and Julie Hindman

7. Consent Agenda

*Items listed on the Consent Agenda are approved with one motion, and is provided in **BOLD**, and items that Council pull from the Consent Agenda for discussion are listed with a notation **Pulled from the Consent Agenda**.*

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

**Mayor Renner directed the Clerk to call the roll which resulted in the following:
Ayes: Aldermen Lower, Sage, Mwilambwe, Buragas, Painter, Schmidt, Black, Hauman and Fruin.**

Nays: None.

Motion carried.

The following was presented:

Item 7A: Consideration of approving the Minutes of the December 12, 2016 Regular City Council Meeting.

The following was presented:

Item 7B. Consideration of Approving Appointments to Various Boards and Commissions. *(This item was pulled from the agenda for further Council discussion.)*

The following was presented:

Item 7C. Consideration of approving a schedule for Council Meeting and Council related Boards and Commission Meeting dates for the 2017 Calendar Year. *(This item was pulled from the agenda for further Council discussion.)*

Item 7D. Consideration of a purchase for a scheduled replacement of One (1) Street Sweeper for the Storm Water Division of the Public Works Department.

The following was presented:

Item 7E. Consideration of a Client Agreement with the Vision Service Plan (VSP) for calendar years 2017 and 2018 which provides City employees, City of Bloomington Township, and retirees with a fully insured vision benefit.

The following was presented:

Item 7F. Consideration of a Client Agreement with the Health Alliance Medical Plans (HAMP) for the calendar year 2017 which provides Local 49 Firefighters and fire pension retirees with this benefit.

The following was presented:

Item 7B. Consideration of Approving Appointments to Various Boards and Commissions. *(This item was pulled from the agenda for further Council discussion.)*

Alderman Fruin stated, the Council made some changes three or four (3-4) years ago as a Council (including self) asking for term limits on boards and commissions. The Council has had some experience in appointing to boards, that there is a situation with one of the appointments whereby the Council is appointing two to three persons at one time. He is unsure whether the Council sees the big picture. Perhaps at a future meeting or retreat meeting, Council may have an opportunity to review the current process and propose some changes to it. It is his perception that notably, the Cultural District and the Library Board has had a few appointments with members resigning etc. He does not know what the situation is or what can be learned from it, but it is always good to review our practices. His comments should not be construed to return to term limits for boards and commissions members. It may be wise to review our current practices as it relates to boards and commission appointments.

The Council has a board for the Cultural District, but not for the Coliseum. May be some discussion should be had during a retreat session for this topic.

Mayor Renner stated one of the things that he had planned to do during his State of the City address in January is compare some of the demographic changes over the years with our boards and commissions over the last four years in terms of 20 to 40 year olds, millennial, persons living on the east side versus the west side. There is no quota system; we just have a broader pool of persons who are now on boards and commissions. We have been making better decisions because of it.

Motion by Alderman Fruin, seconded by Alderman Schmidt that Jesse Smart and Emily Vigneri be appointed to the Cultural District Commission and that Rodney Smithson be appointed to the Property Maintenance Review Board.

**Mayor Renner directed the Clerk to call the roll which resulted in the following:
Ayes: Aldermen Lower, Sage, Mwilambwe, Buragas, Painter, Schmidt, Black,
Hauman and Fruin.**

Nays: None.

Motion carried.

The following was presented:

Item 7C. Consideration of approving a schedule for Council Meeting and Council related Boards and Commission Meeting dates for the 2017 Calendar Year. *(This item was pulled from the agenda for further Council discussion.)*

Alderman Black stated, he made the comment last year regarding the scheduling of the meetings with the other public entities. The Council talks a lot about collaboration and intergovernmental partnership, that the Council has approved its calendar for 2017. He referenced the memo from the City Clerk with the schedules of each entity meeting for the year attached. He stated the Council needs to be putting on the calendar to meet with the other entities during the year as a scheduled meeting with our partners in Normal, and McLean County. There are plenty of issues that this community could partner on. He stated the fifth Monday of the month could work, that he would be interested in entertaining. More than a conversation among the Council, that it should be an institutional scheduled meeting. It is his hope that staff can reach out to the other entities to see whether there is some interest, and that an updated meeting schedule be provided to Council.

Motion by Alderman Black, seconded by Alderman Schmidt, that Council approves the 2017 Calendar of Meeting dates for the City Council and Council related Boards and Commissions.

**Mayor Renner directed the Clerk to call the roll which resulted in the following:
Ayes: Aldermen Lower, Sage, Mwilambwe, Buragas, Painter, Schmidt, Black,
Hauman and Fruin.**

Nays: None.

Motion carried.

8. Regular Agenda

The following was presented:

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

ORDINANCE NO. 2016-133

ORDINANCE APPROVING ECONOMIC INCENTIVE AGREEMENT II
BETWEEN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AND
KROGER LIMITED PARTNERSHIP I

Mr. Grammer thanked the Council for the opportunity to affirm the partnership with the Kroger Corporation as they look to develop a Kroger MarketPlace Store at the corner of College and Hershey Road in Bloomington. This agreement in similar form was presented and approved in February 2016. Unfortunately, due to a variety of macro-economic conditions beyond Kroger's control, they had to delay the groundbreaking of the store in Bloomington. They have continued to express great commitment to this site and project, and have been working behind the scenes to ensure that this project moves forward. City staff has continued to work with them and support them in their efforts with this project.

Again Kroger's planned construction of a 128,000 square foot Kroger Marketplace grocery store and fuel center at that site. This is a new concept of their Corporation and are in the process of rolling these type stores out across the nation where it make financial sense for them. The store will feature a new click list where a customer can drive up and custom order their groceries online and within an hour be able to come to the Kroger store and pick-up their order, or an employee will load their food items into their vehicles.

The site plan has slightly changed from what was previously submitted. That instead of Kroger acquiring over 14 or more acres of land, (as was previously proposed), which would have the private drive between College and Jumer. The drive will continue to stay on property that will be owned by the current landowner. In effect, Kroger will be acquiring less acres of land, but will be responsible for constructing all of the site improvements that are required in order to develop the property.

City staff sees this development as a positive, as it is a private drive as it was before; it is a road that the City does not have to maintain, and the flexibility of the road being retained by the current landowner. The current condition and configuration will allow the landowner ultimate flexibility with the development of what will be 16 acres to the west.

Mr. Grammer stated, ever since the news broke about this proposed development, he has received numerous phone calls from national developers wanting information on the open date and who the contact person is on the property. By way of the Kroger development in this area will facilitate the development of the rest of the property. It has been targeted as a tier one development site for infill development as was outlined in our Comprehensive Plan. The proposed incentive has actually decreased slightly, as Kroger's development in the property has decreased. The City's proposed incentive is to provide ten (10%) percent of the development cost of the actual cost. If Kroger is able to reduce its cost, the incentive amount from the City would also be reduced. The incentive is limited to the one (1%) percent sales tax. All other taxes generated on the property including property tax would benefit the City, and the store tax would benefit Unit 5 and other

taxing entities that are represented on this site, as those dollars would return to their respective districts. No interest is being offered here to the developer; it is just a straight 10% of the project costs.

He expressed that the incentive is necessary for Kroger to make this site competitive amongst all other sites that they could have potentially invested in across the nation. He has thus far had a great working relationship with the Kroger organization and has reaffirmed his belief that the City has a great partner in this venture, and hope that the project continues to go well so that it can proceed. He introduced Brianna Cotton, Real Estate Specialist for the Kroger Stores from Indianapolis to answer any further questions of Council.

Alderman Fruin asked about the private drive and whether it is being constructed according to the City streets standards, and will the private drive be usable by the Fire Department. Mr. Grammer stated, the Fire Department has reviewed these plans and has determined the private drive is in compliance with city standards.

Brianna Cotton of Kroger Stores stated, it was not the intent of Kroger to build the private street to City standards. It is Kroger's intent to keep the road as a private road. Kroger will have an agreement with Shirk to keep the drive private. Alderman Fruin stated, in the past the City has had private streets that were not built to the same standards as public streets, which results in deterioration. In some cases the subdivisions have asked the city to take over those private streets. He asked Mr. Hales to comment on whether the private drive in question should be built to city standards for public streets.

Mr. Hales stated, most requests to convert a private street to a public street has come from the residential sector, as it relates to subdivisions which is more likely to make that request. Since this is a commercial development, with a cross access easement, those will be the things that will be negotiated. Hopefully, because it is not being built to City standards, the engineers will look at the plans and specifications for site improvements that would be a time where they do want to review not only the private drive, but the lanes around the store as well.

Ms. Cotton stated, semi-trucks would be accessing the private drive in order to make deliveries; thereby building the drive to Kroger's standards to support the weight of those trucks. Technically, the private drive will be owned by the Shirks, Kroger has taken on the responsibility of building it, and maintaining it into the future as it is the main access into the shopping center. Due to those reasons, Kroger has an economic interest in ensuring the road is built and maintained to a certain standard.

Alderman Fruin asked what would happen if Kroger decided to move after five or ten (5-10) years? Who becomes responsible for the maintenance of the road? Ms. Cotton stated, the terms would be in their recorded cross access restriction easement. The entity that takes ownership of Kroger's property would be their successor in interest, they would then be responsible for the road maintenance and repair. Alderman Fruin inquired about the number of pickup lanes Kroger's will have available at that location. Ms. Cotton stated there will be five pickup lanes.

Alderman Buragas stated, the City has considered several of these types of agreements over the last two years that she had been on Council. That, she finds these steps very encouraging as the economy is doing well as businesses want to come to Bloomington to expand and invest which is very positive. However, she does receive a lot of questions about how the City decides who and how to make those incentives to and the level of the incentive package. She asked that Mr. Grammer provides an overview as to how that is determined.

Mr. Grammer stated, typically an existing business owner or potential developer will contact him or the City Manager when they run into a problem, such as significantly high development cost, and wonder whether there is a way to overcome the costs. Oftentimes, some of the cost are inherent from development specifically related to cost that are paid to the City, i.e. sewer or water tap-on fees, or different regulations that are imposed on the City. The City would be required to impose based on state or federal regulations. When that developer or existing business owner makes that request, the City would then meet with them and have them to present their project to city staff. This is an opportunity for the City to understand the nature of their business and of its concept. Then, compare that project to the City goals and priorities including the City's Comprehensive Plan, and our Economic Incentive Guidelines and Policies to determine whether there are revenues from that project that could potentially be rebated or financed in some way to help overcome some of those extraordinary costs.

Alderman Buragas asked about this particular incentive package and whether it is a high or low risk to the City. Mr. Grammer responded, this is a very low risk incentive package to the City. It is a pay as you go rebate—it is revenues, only if they occur, and rebates that are limited to this property. The City is not putting any of its own general obligations bonding towards the support of this project. The rebate is setup, the lessor of ten (10%) percent of the project cost, over ten (10) years. If by year ten (10) the full amount of the incentive that is capped has been paid, "tough luck," as it becomes a benefit to the City.

Alderman Lower wanted to reiterate for the benefit of the citizens, this is a reconfiguration of the prior agreement. Mr. Grammer confirmed. Alderman Lower, the new agreement just incorporates a few new features to the agreement, such as the private drive. Mr. Grammer stated, the biggest changes to the agreement that has been outlined (referring to the table within the council memo) that is related to the timeline has changed. In order to protect the City, a timeline was inserted which provides the City an opportunity to review the agreement and schedule. Also, the legal description of the property has changed, as the former agreement described the former property to be acquired, and the amount of the investment has reduced; thereby reducing the cap on this investment.

Alderman Lower stated, much of this is new growth. That this new facility to be built is much larger than the current one that exist on College, and will stimulate additional sales and growth within the community. Mr. Grammer confirmed. Alderman Lower stated it is his hope that other businesses will be attracted to come to the new development without the benefit of any incentives. Mr. Grammer stated, that would be his hope as well.

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

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

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

Nays: None

Motion carried.

The following was presented:

Item 8B. Consideration of an Ordinance approving an Economic Incentive Agreement to support the retention and expansion of Sam Leman Toyota in the City of Bloomington.

ORDINANCE NO. 2016-134

ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AND SAM LEMAN TOYOTA BLOOMINGTON

Mr. Hales stated it is appropriate to mention a great community partner the City has in Sam Leman has been over the years. Many has witnessed how many auto dealerships have reinvested in their properties over the years since the great recession. That has been the case with Sam Leman dealerships, which has been to the City's gain by increasing property values. The community has seen the growth of a potential auto mall. To this point in time, all of this investment has been made without the benefit of an incentive by the City of Bloomington. Recently, Bob Dennison decided to retire, and has placed his dealership up for sale. Sam Leman came in and purchased the both dealership, as they had an opportunity to decide what to do with the Toyota dealership, as it is much smaller than that of an average Toyota dealership.

Sam Leman had a choice as to where they would relocate this new addition to their family of dealerships. One of the things that they did was to schedule a meeting with Austin Grammer to explore opportunities for staying in the City of Bloomington as it was not a necessity for them. The Leman Group could have decided to move elsewhere, but they had an opportunity to move to the south side of Veterans Parkway, and decided to purchase this property from Brandtville to build a greater and enhanced property for Toyota sales as well as service. The City saw that this was a great opportunity to partner with Sam Leman. There has been some significant development cost associated with this property, as those costs center around storm cost. He reminded Council as they look at the area south of Veterans and east and west of Morrissey, this has been an area where the City has struggled to provide good stormwater drainage. The City has looked into the

need for a stormwater detention basin in this area. The City is aware of the flooding concerns to the east by the Harley Davison dealership, and there are challenges to the west as well. The City's Stormwater Detention Policy does require that this concern be addressed in the development of the property. They are not necessarily adding to the problem of poor drainage in the area. They ran into a utility line that has to be relocated. With these noted challenges, the City looked at ways in which it could assist Sam Leman with this project. As Mr. Grammer stated, this is a low risk pay as you go arrangement. This a great opportunity to assist Sam Leman in maintaining a critical dealership—one that needs to grow, needs more area to put product and one that will benefit consumers and the City of Bloomington as well in the area of sales tax.

Mr. Grammer stated, the main issue with this project is the underground Stormwater detention. Earlier this year, the Sam Leman Auto Group ("Leman") acquired the Bob Dennison Ford and Toyota dealerships and property at 1502 and 1508 Morrissey Drive. In order to meet requirements set forth by Toyota Motor Corporation which regulate the design and size of its dealer's showroom facilities and display lots, Leman has been searching for a site to construct a new showroom and service facility for its recently acquired Toyota dealership.

Over the last few months, City staff has been in frequent contact with Leman representatives regarding their interest in the vacant site south of the Morrissey Crossing Shopping Center (the retail development formerly known as "Brandtville" which is now anchored by the Qik N EZ gas station, Famous Dave's restaurant, a Dollar Tree store, and the Lincoln Springs Center event venue) at the southwest corner of Veterans Parkway and Morrissey Drive. Directly south of the shopping center is a 6.08 acre parcel which has frontage on Morrissey Drive / Route 150 but has never been developed. This site holds great potential for Leman to purchase and construct a new Toyota dealership upon. However, there are two significant barriers which prevent Leman from moving forward with acquiring the property:

A sanitary sewer line bisects the property and is buried under what would be the center of the proposed dealership building and therefore must be relocated prior to construction.

The Morrissey Drive / Veterans Parkway area suffers from multiple issues related to stormwater runoff. The proposed Toyota dealership on this site will essentially require the entire site to be paved to create a parking lot for the display of new and used vehicles, vehicles undergoing service, and employee vehicles. To develop the site in a manner which would maximize the number of parking spaces and still meet the stormwater detention requirements imposed by the EPA and City Code, Leman will be required to construct a 72,000 cubic foot underground stormwater detention system which would have the capacity to contain approximately 538,597 gallons of rainwater (the equivalent of 9,792 fifty-five (55) gallon rain barrels). For the Council's reference, a case study detailing how an underground stormwater management system was successfully deployed at a car dealership in the Minneapolis, MN area is attached in the Economic Development Incentive Binder.

The costs to relocate the sanitary sewer line and construct the 72,000 cubic foot underground stormwater detention system have been estimated by Leman's civil engineer to add approximately \$700,000 to the development project for the new Toyota dealership. These two extraordinary costs,

in addition to the fact that the configuration of the 6.08 parcel makes it difficult (but not impossible) to meet Toyota's minimum requirements for display car parking, have prompted Leman to request that the City consider providing some form of municipal assistance to help overcome this site's challenges.

Staff is supportive of entering into an economic incentive agreement with Leman in order to provide municipal support to assist Leman in overcoming the extraordinary costs encountered at this site. The proposed development site has been highlighted in the Comprehensive Plan 2035 as a "Tier One" priority focus area for in-fill development and redevelopment to "support the goals of compact development, leveraging Bloomington's investment in city services, and keeping growth contiguous to the City." The Comprehensive Plan recommends that incentives be offered to promote in-fill development over Greenfield development on the fringe of the city.

If the proposed incentive agreement is approved, Leman's representatives have indicated that the company will acquire the Morrissey Crossing site in early 2017 with construction of the new Toyota dealership commencing immediately and opening in early 2018. If the incentive agreement is not approved, Leman's representatives have indicated that the company will not acquire the site and will instead pursue a larger site outside of the City which would have lower upfront development costs due to the potential to construct a less costly surface level detention basin.

Alderman Lower stated, he commends the Lemans' for their willingness to grow and invest in the Bloomington community and welcome them. He expressed concern over long-time history of infrastructure issues with drainage; that this is a bandage on the area in question. He stated that there are drainage issues expanding from Morrissey up to Lafayette. The City needs a long term plan for this area, as he has been pushing this for a long time. He asked, how long will this new drainage system last?

Mr. Grammer stated, the drainage system will be on Leman's property and would be their responsibility to maintain it, there are maintenance cost and maintenance programs that is required of these. There will be additional and ongoing cost to the Leman's as oppose to an above ground surface basin. In his research, these types of drainage systems can last anywhere from 50 to 100 years depending on the type of materials used, and the maintenance on the system.

Alderman Black stated, he wanted to highlight some of the questions that are within these types of economic incentive packages. Questions: 1) What happens if this operation ceases its operation? As these are the types of questions that he receives; the community just want to protect the City's investment. The public wants to ensure that the City is not providing a blank check. He expressed appreciation for Mr. Grammer's work in the various projects that have been brought before the Council.

Mr. Grammer stated the agreement provides for a claw back provision, whereby if Leman decided to cease operations, they would be required through the first five (5) years of the agreement to repay the City 100% of the incentive that had been paid, and in the later five (5) years, the amount would decrease from there. In the development of this agreement, he along with Outside Counsel, Kathy Field Orr looked at incentive agreements that other municipalities have entered

into with car dealers in order to ensure the City was incorporating good standards and practices in that other municipalities have used in these types of agreements.

Alderman Mwilambwe complimented Mr. Grammer on his efforts with the various projects that the City has entered into, and commented about the number of jobs that this new dealership will bring into the community.

Todd Leman stated, it is their hope that the Toyota dealership brings in the same amount of sales as the Chevy City Store if not more. They are looking towards adding approximately 30 to 35 positions to this store in sales and service.

Alderman Mwilambwe asked whether Mr. Grammer could at some point in the future provide to the Council a recap of all of the various projects that it has engaged in so that the information can be made available to the public.

Motion by Alderman Lower, seconded by Alderman Schmidt, that the Ordinance for the proposed Economic Incentive Agreement between the City of Bloomington and Sam Leman Toyota Bloomington be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

Mr. Grammer wished to thank City Planner Katie Simpson, and City Engineers Kevin Kothe, Ryan Otto, Tony Meizelis, and Richard Bernard in the Water Department that has done a tremendous amount of work on Kroger as well as the Leman project in working with developers to see these projects come forward.

The following was presented:

Item 8C. Presentation and discussion of Bloomington's Facilities Management Draft 5-Year Capital Improvement Plan.

Mr. Rasmussen provided an overview of the PowerPoint Presentation of the Bloomington Facility Management Draft 5-Year Capital Improvement Plan.

The City has 118 buildings or structures located on 175 facilities which require maintenance, repairs, and periodic replacement to maintain functionality. Facilities Management and staff from other departments are continuously working to provide safe, well maintained

facilities for guests, staff and residents of the City of Bloomington. Council directed questions to Mr. Rasmussen regarding the various City facilities.

Mr. Rasmussen stated they experience many problems with facilities management as it is a major part of the City's infrastructure. Currently, the City maintains its property up to twenty-five (25%) percent of what is considered as good or fair condition. Secondly, seventy-five (75%) percent of the City's property is in the poor or critical condition. The amount of funds allocated to these properties each year is forty (40%) percent to maintain the already low level of maintenance.

Mr. Rasmussen presented the Facilities Management program of facilities the City administrators which includes the following, under the five (5) budgetary categories:

- Facility Maintenance
- Government Center
- Parking Operations (Market & PIC Garages & Butler Lot)
- Abraham Lincoln Parking Garage
- Coliseum Maintenance
 - 13 Buildings/Structures
 - Approximately 900,000 sq. ft.

The City has a total of 175 pieces of property that is maintained. They are not all building; some are pump stations etc. The City has 118 pieces of structural properties. Of those 35 are major structures that the City partner with others. The thirty-five (35) properties are where most of the budgeted funds are used. There are thirteen (13) structures that the Facilities Department manages entirely, under Facilities Maintenance. Those 13 structures take up nearly one million square feet. The standard of the industry is, you have one FTE for every 50,000 square feet of property that you manage. For the size of property the City manages, it should have eighteen (18) FTE's. Current staff manages 900,000 square feet with five (5) people. Accordingly, the City is considerably low in the number of staff persons it takes to manage the square footage of building space.

Mr. Rasmussen discussed the PowerPoint Presentation slides that highlights the report from Faithful & Gould Evaluation, which reviewed several of the City's properties including deferred maintenance on the window leaks in the Police Department Administration. There are 63 windows in the building that the City has to maintain. They have been repaired windows 20 windows with a remaining 43 yet to be completed at approximately \$100,000 to replace.

Major roof leaks has caused considerable damage to the Police Department Training Facility. Some of the work is in progress, and design is handled out of this current fiscal year budget. There is approximately \$200,000 worth of work to be completed that will be proposed in next fiscal year budget. Mr. Rasmussen highlighted the work that is needed in the Police Department UPS Power Backup System; replacement of batteries to ensure continued work in the event of a power failure, as well as air conditioning.

Boilers: There is approximately \$250,000 of work that is required to be done in the Water Treatment Plant Annex, Police Department Administration as well as two additional—one of which is the 100 year old boiler in the Lincoln Leisure Center.

HVAC Equipment and Roofs: In City Hall, the Emergency Generator it was built when City Hall was built; we have had some problems with the machine. It needs to be replaced or upgraded at a cost of \$50,000 as well as the one in the Police Department. HVAC Equipment on top of City Hall and Police Department Administration and Public Works Administration will need to be replaced at a cost of approximately \$250,000.

New Construction: The Public Works Operational Center a dollar amount of \$50 million was placed in the budget; however, there are no guarantees of the amount it will take to construct a new facility. It would likely need to be funded by a separate bond. It cost the City more money to maintain the facilities that are south of City Hall than it would to replace them.

Government Center: Is the City's best maintained property. The City spends \$350,000 per year as part of our contract with the County, whom share in that cost as well. Outside of the contract, some other areas will need to be replaced, the roof and the HVAC equipment as it is beginning to have significant leaks.

Parking Operations: Major structural repairs are needed at the Market Street Garage, and will need to be addressed in the near future. At this time, staff estimates that approximately \$250,000 needs to be put into repairing Market Street Garage. Lincoln Deck is funded through the Enterprise Fund and is the only one that is maintained through it. It currently operates at only eighty (80%) percent profitability, twenty (20%) percent short. One way that can be remedied is to install automatic control updates that runs 24 hours per day as is in Normal. Currently, the City only charge when parking attendants are on staff. The problem is, it is a large upfront cost in the amount of \$450,000 to put that in but would pay for itself in the long run. The City is doing much to maintain the building at present (referring to the photos).

Coliseum Maintenance: As of this time, the City has an agreement with VenuWorks on the Coliseum; what the City will provide, and the obligations of VenuWorks to maintain. Mr. Rasmussen stated, he met with the new Executive Director, Lynn Cannon, and discussed the maintenance agreement with her. There is a lot of maintenance that needs to be completed at the Coliseum. The biggest expense will be to become ADA compliant. The recent expense is the exterior elevator with an interior entrance. There are approximately \$750,000 of ADA compliant repairs/updates that are required to the Coliseum that has not been budgeted. The Emergency Generator on top of the Coliseum will need to be replaced; the Ice Plant needs updating; and the last item (big item) HVAC Equipment for the entire building. There are two units situated at a cost of one million each.

Mr. Rasmussen discussed the Industry Standard Index Used to Track Condition (IFMA) uses a formula to determine how well maintained buildings are according to the following range: Good = FCI (0% - 5%); Fair = FCI (5% - 10%); Poor = FCI (10%-30%); and Critical = FCI

(>30%). The range is derived from taking the repair cost, and divide that number by the replacement cost.

Current Conditions – 35 Major Facilities: 3 buildings at Good; 5 buildings – Critical; 6 buildings scored Fair; 21 buildings that have been scored Poor. Of that, nine (9) buildings are Fair to Good, and 26 are Poor to Critical. Thus, twenty-five (25%) of City facilities are in fair to good condition, and seventy-five (75%) of City facilities are in poor to critical condition; needing updating or replacing soon. The Total Number Funded Facility Projects amount to: \$945,000, and Total not Funded Facility Project amount: \$61,260,000 over five years. He stated, just to maintain current levels of maintenance would cost over five years \$12,205,000.

Alderman Schmidt asked about the 100 year old boiler at the Lincoln Center, and wondered how he and City staff were triaging the repairs. She commented about divesting the City from property and parking plans—how does the City begin to review some of those policy issues. Mr. Rasmussen stated the City will need to begin to look at those critical issues as they cost the most to maintain. Alderman Schmidt inquired about the five critical areas that Mr. Rasmussen has referenced. Mr. Rasmussen provided the following: Public Works Building is the absolute worst of the buildings, but requested additional time to bring forward all of those buildings to Council.

Alderman Schmidt inquired about investing large sums of funds into the boiler at the Lincoln Leisure Center and ask how critical that is at this time. Mr. Rasmussen stated the City will likely bring that item back to the Council as a separate presentation. The City and Council will have some tough decisions to make regarding repair of buildings and replacement of needed equipment.

Mr. Hales stated, in looking at the Lincoln Leisure Center, the City will need to begin to look at whether it divest itself from that building. There has been some discussion in the last year about having a joint facility. He commented about joint or collaborative partnerships as the City moves forward with an aquatic center, Lincoln Leisure or others. The Lincoln Center does not have air conditioning or an adequate parking lot. The City is lagging behind in updating the Parks Master Plan, as the last comprehensive update took place in the 1990s. The City needs to begin to look at how does it replace and begin to build for the future. City staff will begin to look at what the next future generation of needs are for the City.

Alderman Lower thanked Alderman Schmidt for her points, and requested in the future that City staff provide an analysis of comparison of cost for repairs and replacements on an annual basis, and to assist Council in weighing the importance of some of the items listed.

Alderman Mwilambwe spoke of collaborative efforts such as the one with the Government Center and wondered whether the City has any other opportunities to partner. Mr. Rasmussen stated that it can occur as it has with the County or the Town of Normal, as it is worth exploring. Alderman Mwilambwe specially commented on the city space utilization at a cost of \$350,000 that it may not sound as though the public would want the City to move forward on this. He asked Mr. Rasmussen to explain this further. Mr. Rasmussen stated the amount was budgeted to have BKV to conduct a space needs study on how best to use the Government Center. The Council

tabled that motion and requested the City to come back with a plan for actually doing the move. Some funds would be used for space utilization—staff is currently working on that, and funds would be used for the design and construction to best utilize the space. City Hall is crowded with employees, and the Government Center has much space that can be used. He explained, the move involves three things, 1) the design work—contract ready blueprints, 2) pay to have people to move walls around, and lastly 3) move the employees to the Government Center.

Alderman Black spoke about the space utilization report and expressed concern with the report coming back and indicating a move is necessary, but may prevent additional staffing concerns. He commented about the Police Firing Range and funding that facility and how the funds could be better spent. One of his goals is to fund the range, and asked Council to support this venture. He commented on the Lincoln Leisure Center and the City's future relationship with the center. He stated he has spoken in the past about having a new City Hall/Library combination building. It would be expensive, but yet would be the model of a 21st century building. It may be best to have a discussion about some of the building repairs and the cost of funding those repairs/replacement.

Alderman Black commented about having joint meetings and collaborating with other entities.

Alderman Fruin commented about the utilization of the Council Chambers and Fish Bowl Conference Room space. Meetings can be easily moved to the Government Center to McLean County Board Room. Mr. Rasmussen stated this has been discussed previously with the County, but has not been warmly received.

No Motion was taken.

9. City Manager's Discussion

Mr. Hales stated, regarding Alderman Schmidt's comments about how great the Downtown area looks. City staff has done an excellent job in making the Downtown look impressive. He reminded the Council of the Special Council Meeting on December 28, and wished everyone a great holiday season. He also expressed his appreciation for all of the work that the crews with Public Works last weekend, as well as all other City employees.

10. Mayor's Discussion

Mayor Renner echoed the remarks of Mr. Hales regarding the appearance of the Downtown area. He wished everyone a happy holiday season.

11. City Aldermen's Discussion

Alderman Fruin echoed the remarks of Mayor Renner and stated, hopefully next year the City can install a temporary ice rink in the heart of Downtown. He commented on four recent

votes. Traffic signals on Hershey at a 4:3 vote. Council agreed to postpone the Police Substation until the end of January to when Alderman Black will be present. A month ago, Council made a revision to the TIF Agreement on North Main Street at a vote of 5:1. Had the vote been 4:2, it would not have been approved. Throughout history, at times the Council has had situations where the petitioner, or someone would come to the Council Meeting and request an item be postponed until a future meeting. He stated that may have happened in the past and is more likely when eight (8) members are present than the full body. He suggested Council is cognizant of the number of individuals that are on the dais when an item is up for consideration, as the vote could be different based upon who is present that evening. He is not second guessing the vote, but a turnout of the vote could be different in the future.

Alderman Schmidt, acknowledged the IS Team on the new website, that it looks really good. Mr. Hales acknowledged Craig McBeath who has been at the forefront of the website design for the City. She asked for an update to the John M. Scott audit that Council requested on its operational and financial status. Mr. Hales stated, the City is proceeding with the Bronner Group as they are a financial auditor looking at expenditures and revenue of the JM Scott Trust, as well as an organizational review. He will forward the audit results to the Council upon receipt.

Alderman Sage commented on the incident with Public Comment at the beginning of the meeting. He suggested adding verbiage to the agenda related to Public Comment so to reduce the confusion of the public coming forward to offer comment to Council.

Alderman Lower asked all to be careful in traveling this holiday season. The City is a 24hour operation, and thanked all employees for their efforts.

12. Executive Session – *Cite Section*

13. Adjournment

Mayor Renner asked for a motion to adjourn.

Motion made by Alderman Schmidt, seconded by Alderman Black, to adjourn the meeting at 8: 35p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

SPECIAL SESSION CITY COUNCIL MEETING

City Hall Conference Room
109 E. Olive Street, Bloomington, IL 61701
Wednesday, December 28, 2016; 9:10 AM

1. Call to Order

The Council convened in Special Session in the Council Chambers, City Hall Building at 9:10 a.m., Monday, December 28, 2016. The meeting was called to order by Mayor Renner.

2. Roll Call

Mayor Renner directed Chief Deputy Clerk, Renee Gooderham to call the roll and the following members of Council answered present:

Aldermen Joni Painter, Diane Hauman, Mboka Mwilambwe Scott Black, Kevin Lower, Jim Fruin, Karen Schmidt, and Mayor Tari Renner.

Absent: Aldermen David Sage and Amelia Buragas.

Staff present: Steve Rasmussen, Assistant City Manager and Renee Gooderham, Chief Deputy Clerk.

Staff Absent: David Hales, City Manager and Cherry Lawson, City Clerk.

3. Public Comment

There were no comments offered.

4. Consideration of the application of Wingmen V, LLC, d/b/a Buffalo Wild Wings, located at 3220 E. Empire, requesting a RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. *(Recommend that a RAS Liquor License for Wingmen V, LLC, d/b/a Buffalo Wild Wings, located at 3220 E. Empire, be created and approved contingent upon compliance with all health and safety codes.)*

Mayor Renner requested a motion to approve this item.

Motion by Alderman Schmidt seconded by Alderman Mwilambwe that a RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week for Wingmen V, LLC, d/b/a Buffalo Wild Wings, located at 3220 E. Empire, be created and approved contingent upon compliance with all health and safety codes.

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

SPECIAL SESSION CITY COUNCIL MEETING

City Hall Conference Room
109 E. Olive Street, Bloomington, IL 61701
Wednesday, December 28, 2016; 9:10 AM

Nays: None

Motion carried.

Mayor Renner requested a motion to Adjourn.

5. Adjournment

Motion by Alderman Schmidt, seconded by Alderman Lower to adjourn. Time: 9:11 a.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Renee Gooderham, Chief Deputy Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: January 9, 2017

SUBJECT: Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$10,077,646.04.

RECOMMENDATION/MOTION: That the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$10,077,646.04, 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 \$10,077,646.04 (Payroll total \$5,045,171.41, Accounts Payable total \$4,374,652.27, and Electronic Transfers total \$657,822.36).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:

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

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, and Electronic Transfers

CITY OF BLOOMINGTON FINANCE REPORT

Council of January 09, 2017

PAYROLL

| Date | Gross Pay | Employer Contribution | Totals |
|--|-----------------|----------------------------|------------------------|
| 12/8/2016 | \$ 1,428,317.52 | \$ 358,599.39 | \$ 1,786,916.91 |
| 12/9/2016 | \$ 219,908.52 | \$ 76,720.78 | \$ 296,629.30 |
| 12/16/2016 | \$ 222,519.57 | \$ 78,739.63 | \$ 301,259.20 |
| 12/22/2016 | \$ 1,363,162.37 | \$ 357,010.99 | \$ 1,720,173.36 |
| 12/22/2016 | \$ 237,628.31 | \$ 81,173.04 | \$ 318,801.35 |
| 12/30/2016 | \$ 229,018.85 | \$ 79,727.99 | \$ 308,746.84 |
| | | | \$ - |
| 12/20/2016-12/28/2016 Off Cycle Adjustments | \$ 302,973.25 | \$ 9,671.20 | \$ 312,644.45 |
| | | PAYROLL GRAND TOTAL | \$ 5,045,171.41 |

ACCOUNTS PAYABLE

| Date | Bank | Total |
|---------------------|-----------------------|------------------------|
| 1/9/2017 | AP General | \$ 2,829,086.91 |
| 1/9/2017 | AP Comm Devel | \$ 32,630.08 |
| | AP IHDA | \$ - |
| 1/9/2017 | AP Library | \$ 86,547.91 |
| 1/9/2017 | AP MFT | \$ 87,697.81 |
| 12/14/2016-1/3/2017 | Off Cycle Check Runs | \$ 1,338,689.56 |
| | AP GRAND TOTAL | \$ 4,374,652.27 |

PCARDS

| Date Range | Total |
|--------------------------|-------|
| | |
| PCARD GRAND TOTAL | |

WIRES

| Date Range | Total |
|-------------------------|----------------------|
| 11/30/2016-12/31/2016 | \$ 657,822.36 |
| WIRE GRAND TOTAL | \$ 657,822.36 |

TOTAL **\$ 10,077,646.04**

Respectfully,

Patti-Lynn Silva
Finance Director



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: January 9, 2016

SUBJECT: Consideration of approving a Contract with the Telecommunicators Police Benevolent Labor Committee.

RECOMMENDATION/MOTION: That Council approves the Contract with the Telecommunicators Police Benevolent Labor Committee 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: Objectives: 1d. City services delivered in the most cost-effective, efficient manner, and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On February 11, 2016 the parties began negotiating the terms for a Collective Bargaining Contract to replace the Contract that would expire on April 30, 2016. The expired Contract can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. A draft of the new Collective Bargaining Contract has been provided to the Council. On November 10, 2016, the parties reached a Tentative Agreement on the issues listed below. The Union has ratified the Tentative Agreement.

Leave Time

- Reduce the accrual rate for new employees in first two months.
- Reduce the number of sick leave hours a new employee hired after May 1, 2016 can accrue from 960 hours to 720 hours.

Wages and Benefits

- May 1, 2016 wage increase of 2.25% with retroactivity for existing employees only.
- May 1, 2017 wage increase of 1.75%. for existing employee only.
- Switch to the new Health and Dental Insurance Plans as of February 1, 2017.
- Increase in life insurance from \$25,000 to \$50,000.

Miscellaneous Items

- Modification to the Arbitration Procedure.
- Modification to Fair Share language.
- Addition of Post Injury Drug and Alcohol Testing.
- Modification to Shift Trading minimum from four (4) to two (2).
- Reduction in Float Time for new hires in first year.
- Elimination of City purchasing uniforms and modification of dress code.

Term of Agreement

- 2 year Agreement

Other minor changes can be found in the draft Collective Bargaining Agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council and the bargaining unit.

FINANCIAL IMPACT:

The financial impact of the Tentative Agreements includes:

- Increase in wage tables by 2.25% effective May 1, 2016. Increase in wage tables by 1.75% effective May 1, 2017. Estimated cost of these wage increases during the term of the contract for full-time employees, excluding longevity increases, is approximately \$46,000.
- Decrease in the cost of insurance that is estimated to save the City at \$2,000 in 2017.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Asst. Human Resources Manager

Reviewed by: Nicole Albertson, Human Resources Director
Brendan Heffner, Police Chief

Financial & Budgetary review by: Laura Hugh, Accountant

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

Recommended by:



David A. Hales
City Manager

Attachments:

- TCM Contract

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

AND

TELECOMMUNICATORS

POLICE BENEVOLENT LABOR COMMITTEE

MAY 1, 20~~14~~16 – APRIL 30, 20~~16~~18

| | |
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GLOSSARY

Please infer the following definitions when reading this contract:

Chief of Police includes the appropriate designee in the Chief's absence

City Manager includes the appropriate designee in the Manager's absence

Human Resources Director includes the appropriate designee in the Director's absence

Communications Center Manager is interchangeable with the term supervisor and includes the appropriate designee in the Communication Center Manager's absence.

His/He/Him includes both male and female telecommunicator.

TCM refers to a telecommunicator.

Chief Steward includes the appropriate designee in the Chief Steward's absence

AGREEMENT

This Agreement made and entered into this 1st day of May, 2014
16by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter
referred to as the "City") and the POLICE BENEVOLENT LABOR
COMMITTEE (hereinafter referred to as the "Union"):

WITNESSETH:

Whereas the Union was certified as the sole and exclusive bargaining agent by the Illinois Public Labor Relations Board in case number S-RC-08-006 on May 1, 2008.

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and the Union; aid toward the economical and sufficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the Agreement covering rates of pay, hours of work and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitutions and laws of the State of Illinois, and Ordinances of the City of Bloomington,

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time, part-time and seasonal telecommunicators employed by the City's Police Department, excluding any and all other employees employed by the Police Department and the City of Bloomington. The City is not prohibited from hiring temporary and/or seasonal help. Such recognition is pursuant to Case No. S-RC-08-006.

Section 1.2. New Classifications.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay rate for the classification.

ARTICLE 2 ~~UNION~~ UNION SECURITY

Section 2.1. Dues Check Off.

Upon receipt of a signed authorization the City will deduct from the pay of a TCM covered by this Agreement the monthly dues and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date. Such deduction shall be remitted to the Union within fifteen (15) days after the deduction has been made. The authorization card shall be as follows:

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

I hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by the Police Benevolent Labor Committee.

I authorize and direct you to deduct said membership dues from my paychecks each month after the date this assignment is delivered to you and to remit same to the Union.

This Agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing at any time.

Date

Name

Section 2.2. Fair Share Deductions.

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction within thirty (30) days of attaining a position included in the bargaining unit shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. Upon notification from the Union. ~~The~~ fair share payment, as certified by the Union, shall be deducted by the City from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

Section 2.3. Religious Exemption.

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis make payment and furnish a written receipt to the Union that such payment has been made. The Union will notify the City in writing that no union dues or fair share should be deducted from the employee's payroll.

Section 2.4. Indemnification.

The Union agrees to indemnify, defend and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City as they relate specifically to this Article.

Section ~~2.5~~ Union2.5 Union Activity.

The City and the Union agree not to interfere with the rights of employees to become or not become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership and Union activity or non-activity.

ARTICLE 3 ~~GRIEVANCE~~ GRIEVANCE PROCEDURE

Section 3.1. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the TCM through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step.

Section 3.2. Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more TCM against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

STEP 1: Any TCM who has a grievance shall submit it in writing on the City of Bloomington grievance form to his Supervisor, who is designated for this purpose by the City. The Supervisor shall give his written answer ~~within ten~~ within ten (10) business days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the TCM or the Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Chief of Police ~~within ten~~within ten (10) business days after the designated Supervisor's answer in Step 1 and shall be signed by both ~~the grievant~~the grievant and Chief Steward. The Chief of Police shall discuss the grievance ~~within ten~~within ten (10) business days with the Chief Steward at a time mutually agreeable to the parties. If no settlement is reached, the Chief of Police shall give the City's written answer to ~~the Chief~~the Chief Steward ~~within ten~~within ten (10) business days following their meeting.

STEP 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union Chief Steward in writing to the Human Resources Director within ten (10) business days after the Chief of Police's answer in Step 2. A meeting between the Human Resources Director, the Chief of Police and the ~~Union Chief~~Union Chief Steward shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director and the Union Chief Steward. If no settlement is reached, the Human Resources Director shall give the City's written answer to the Union Chief Steward ~~within ten~~within ten (10) business days following the meeting.

Section 3.3. Arbitration.

If the grievance is not settled in accordance with the foregoing, procedure, the Union may refer the grievance to arbitration within ten (10) business days after receipt of the City's answer in Step 3. Within twenty (20) business days the parties shall file with the Federal Mediation and Conciliation Service a request to submit a panel of ~~five (5)~~seven (7) arbitrators who are members of the National Academy ~~Of~~of Arbitrators in sub-region of Illinois. Both the City and the Union shall have the right to

alternately strike two (2) names from the panel one (1) at a time. The party requesting arbitration shall make the first strike. The remaining person shall be the arbitrator. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for the arbitration, subject to the availability of the City and Union representatives.

Section 3.4. Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 3.5. Expenses of Arbitration.

The fee and expenses of the arbitrator including the cost associated with requesting a list of arbitrators, and the cost of a written transcript shall be divided equally between the City and the Union. However, each party

shall be responsible for compensating its own representatives and witnesses.

Section 3.6. Employee Rights.

Nothing in this Agreement prevents an employee from presenting a grievance to the City and having the grievance heard and settled without the intervention of the Union; provided the Union is afforded the opportunity to be present at such conferences and any settlement made shall not be inconsistent with the terms of an Agreement in effect between the City and the Union. Nothing herein shall be construed to limit the Union's right to exercise its discretion to refuse to process employee's grievances which it believes not to be meritorious.

Section 3.7. Meeting Between the Parties.

On a quarterly basis the TCM Labor Committee may request a meeting with Police Administration to exchange views and discuss matters of mutual concern. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth herein. Meeting will be held at a mutually agreeable time and no overtime will be paid for such meeting.

ARTICLE 4 ~~NO~~4 NO STRIKE AND NO LOCKOUT

Section 4.1. No Strike.

Neither the Union nor any officers, agents, or TCMs will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City regardless of the reason for so doing. Any or all TCMs who violate

any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 4.2. No Lockout.

The City will not lock out any TCM during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 DRUG AND ALCOHOL TESTING

Section 5.1. Alcohol and/or Illegal Drug Policy.

It is the policy of the City that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City has the right to expect their TCMs to report for work fit and able for duty. TCM's are prohibited from:

- (a) consuming or possessing alcohol at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the TCM's personal vehicle while working;
- (b) possessing, selling, purchasing, consuming or delivering any illegal drug at any time;
- (c) being under the influence of alcohol or having a concentration of alcohol greater than .02 based upon the grams of alcohol per 100 milliliters of blood during the course of the workday or when reporting for scheduled work;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- (e) consuming or possessing illegal drugs at any time, on or off duty.

Section 5.2. Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that a TCM is then under the influence of alcohol or illegal drugs during the course of the

workday, the City shall have the right to require the TCM to submit to alcohol or drug testing as set forth in this Agreement. A supervisor must certify their reasonable suspicions concerning the affected TCM prior to any order to submit to the testing authorized herein.

Post Injury Testing – An employee will be required to be tested for alcohol and controlled substances as soon as practical following an on the job accident or injury that has a recommendation for medical attention by a third party or receipt of medical care at a healthcare facility.

Department Wide Testing – The City may at its discretion submit the entire bargaining unit to an annual drug test. Should the City exercise such “department wide testing” under this section, every TCM shall be required to submit to drug testing once per calendar year. A TCM may be excused by the Chief of Police from participating in the annual drug test administered to his or her work group, but said TCM shall be required to make up any missed test at the discretion of the Chief of Police. No TCM who tests negative shall, pursuant to this section, be tested more than once in a calendar year, or be subject to a subsequent annual test unless every other bargaining unit member who is available for duty has already been tested.

Section 5.3. Order to Submit to Testing.

At the time a TCM is ordered to submit to testing authorized by this Agreement, the City shall provide the TCM with a written notice of the order. Refusal to submit to such testing may subject the TCM to discipline up to and including termination. The TCM shall be permitted to consult with a union representative, if available, at the time the order is given. However,

the consultation with the Union will not delay or impede the testing process. If a TCM is required to submit to testing outside his regularly scheduled hours of work he shall be compensated.

Section 5.4. Voluntary Requests for Assistance.

The City shall take no adverse employment action against a TCM who, prior to any notification of drug or alcohol testing, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, solely by reason of such seeking of treatment, counseling or other support, other than the City may require reassignment of the TCM if he is then unfit for duty in his current assignment. If no assignment is available, the TCM would be required to use appropriate leave time.

Section 5.5. Discipline.

TCMs who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City by reason of seeking such assistance. TCMs ordered to submit to drug or alcohol testing who test positive on both the initial and the confirmatory test for drugs or are found to be under the influence of alcohol may be disciplined up to and including termination.

The foregoing shall not be construed as an obligation on the part of the City to retain a TCM on active status throughout the period of rehabilitation if it is appropriately determined that the TCM's current use of alcohol or drugs prevents such individual from performing the duties of a TCM or whose continuance on active status would constitute a direct threat to the property or safety of others. Such TCMs shall be afforded the opportunity to use accumulated paid leave. When a TCM voluntarily submits to treatment for alcohol or drug abuse, any discipline imposed

upon such TCM shall not be increased or imposed solely due to the TCM's submission to such treatment.

Section 5.6. Positive Results.

Concentration of a drug at or above the levels established by SAMHSA (Substance Abuse and Mental Health Services Administration) shall be considered a positive test result when using the initial immunoassay drug screening test. The parties recognize that such "cut off" levels change from time to time. It is in the interest of the parties to adapt and incorporate any such changes into this Agreement at such time as they are adopted by SAMHSA.

ARTICLE 6 EMPLOYEE RESPONSIBILITY

Section 6.1. Prescription Drug Usage.

TCMs who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the TCM's ability to perform his duties must report such usage to their supervisor. A TCM may be temporarily reassigned with pay to other more suitable duties. In no instance shall the employee be required to discontinue medication prescribed by his/her physician.

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ARTICLE 7 DISCIPLINE

Section 7.1. Standards of Discipline.

(a) All disciplinary action against employees covered by this Agreement shall be carried out in accordance with department rules, regulations, orders, policies, procedures, discipline guidelines or State laws.

(b) The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the TCM's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public opinion recognize as good cause for his no longer holding the position. No non-probationary employee shall be disciplined without just cause.

Section 7.2. ~~Felony Indictment~~Felony Indictment.

When a TCM is arrested for or charged with a criminal offense, the employee will be immediately placed on administrative leave with pay unless the TCM has been formally charged in court with a felony, in which case the administrative leave shall be without pay.

When a TCM is formally charged with a felony and such charge results in anything other than a finding of guilty, the City shall make the TCM whole for any regular wages, accrued benefits and seniority forfeited between the time the TCM was placed on administrative leave without pay and the time of the ruling and/or decision by the court or the State's Attorney. It is understood that any disciplinary suspension or termination related to the criminal offense or felony charge is subject to the grievance procedure, and that the determination of any forfeited compensation, if any, will be based on the settlement of the grievance.

The City shall promptly investigate the incident consistent with the City's policy of not interfering with a criminal investigation. In the event that criminal charges are filed by indictment or information, or continued after a plenary hearing at which the TCM had the opportunity to appear, the TCM will be carried on administrative leave without pay, (1) pending resolution of the criminal charge or (2) a determination by the City that, because of the nature of the charges, the TCM may be returned to full or restricted duty during the pendency of the charges.

Time on such administrative leave without pay shall not be considered discipline, but the City shall credit such time on administrative leave without pay against any suspension that might subsequently be entered against the employee for that incident.

ARTICLE 8 HOURS OF WORK.

Section 8.1. Application of this Article.

This Article shall not be construed as a guarantee of hours of work per day or per week.

Section 8.2. Regular Workday and Workweek.

The regular workday shall be eight (8) hours of work within a twenty-four (24) hour period. TCM's will receive two (2) consecutive days off work. The regular workweek shall be forty (40) hours per week and such additional time that maybe required in the judgment of the City to serve the citizens of the City and shall commence with the TCM's first regular workday commencing on or after Sunday at 7:00 a.m. of each week. The City will make every effort to post work schedules by Thursday. TCMs transitioning shifts may not have two (2) consecutive days off work.

Section 8.3 – Breaks

TCMs will be eligible for a paid thirty (30) minute meal break during their regular eight (8) hour work day. TCM's working sixteen (16) consecutive hours will be eligible for a second thirty (30) minute meal break within the second eight (8) hour shift.

TCMs will be allowed to ~~take~~ take a paid work break of fifteen (15) minutes for every four (4) consecutive hours worked. Breaks are not guaranteed, cannot be combined, nor can they be carried over from one day to the next. If a TCM is unable to take their breaks no additional compensation shall be paid.

Meal or work breaks may not be taken within the first or last ½ hour of each shift, nor can they be combined. TCMs shall be allowed to leave their work station during breaks so long as the TCM is available for emergency callback. With prior approval from Communications Management Staff, TCM's may leave the Police Department and City Hall Campus area for emergency or extenuating circumstances.

Section 8.4. Shift Assignment.

TCMs shall bid shifts by seniority as defined in Article 14 SENIORITY. Probationary TCM's are freely assignable during their probationary period. The seniority shift bid shall occur prior to assignment of probationary TCMs. The City may reserve a shift for probationary TCMs, but may not reserve specific scheduled days off. The shift schedules shall be determined by the City and posted prior to May 1st and November 1st each year. New shifts will be effective the first Sunday at 7:00 a.m. in January and July. TCM's will have 24 hours to bid shifts before moving to the next senior TCM.

In the event of a vacancy in any shift during the scheduling period, TCMs may bid for the vacant shift slot, including the specific days off on the schedule, on the basis of seniority as defined in Article 14 Seniority. If the resulting personnel move creates an additional vacancy, TCMs may bid for the second vacancy on the basis of seniority as defined in Article 14 Seniority. No further personnel moves shall be allowed following the second filled vacancy.

Section 8.5. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 8.6. Shift Trading.

Pursuant to Section 7(p)(3) of the Fair Labor Standards Act (FLSA), Telecommunicators covered by this Agreement will be allowed to trade in **two (2) hours** ~~four (4) hour~~ increments as long as there is no overtime liability to the City and there is a mutual consent between Telecommunicators. Telecommunicators desiring to make a trade shall submit a Shift Trade Notification Form to the Communication Center Manager at least twenty-four (24) hours in advance of the first date and time to be traded. The form must specify the dates to be traded and must either be signed by both telecommunicators or signed by one of the telecommunicators and confirmed by e-mail by the other with a copy of the e-mail confirmation attached to the Form when submitted. Once the completed Form has been received, the schedule will be considered changed and the employees will be considered responsible for the days

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they committed to work. For the purpose of calculating wages and overtime payments under this contract and under FLSA, both employees will be paid as if they worked their originally scheduled shifts. Because of the nature of the services provided by Telecommunicators, the City must ensure adequate coverage at all times. Therefore, any employee who commits to a shift trade will be responsible for working the shift and may be disciplined for failing to work his or her half of the shift trade. Employees may not use any form of benefit time, other than sick leave, to cover a shift trade.

ARTICLE 9 WAGES

Section 9.1. Wages.

Telecommunicators whose start date is prior to the Collective Bargaining Agreement being approved will receive a 2.25% across the board increase on May 1, 2014~~6~~ and a 1.75% across the board increase on May 1, 2015~~7~~. Telecommunicators currently on payroll shall be paid in accordance with Appendix A. ~~TCM's on the payroll at the time of the May 1, 2014 contract ratification will receive retro pay. TCM's on payroll at the time of Council approval will receive retroactive pay from May 1, 2016 through the date the May 1, 2016 wage tables are entered into payroll.~~

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Section 9.2. Longevity.

Full-time employees shall be entitled to longevity at the following rates:

| <u>Years of Service</u> | <u>%</u> |
|-------------------------|----------|
| 5 Years | 5% |
| 10 Years | 7% |
| 15 Years | 9% |
| 20 Years | 11% |

Longevity increases will be calculated as an increase on ~~the TCM's~~ the ~~base~~ TCM's base wage, at the rate listed above, effective on the employee's full-~~time anniversary~~ time anniversary date. Seasonal employees are not eligible for longevity pay.

Section 9.3. Paycheck Distribution.

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Finance Department.

ARTICLE 10 LEAVES

Section 10.1. Vacation Leave.

Vacation leave is accrued upon the occasion of a TCM's anniversary date according to the following schedule:

| <u>Years of Continuous Service</u> | <u>Length of Vacation</u> |
|--|-------------------------------|
| DOH, but less than 8 years | 80 hours |
| 8 years, but less than 15 years | 120 hours |
| 15 years, but less than 20 years | 160 hours |
| 20 years or more | 200 hours |

Prior to or on May 1st and November 1st each ~~year~~ TCMs ~~year~~ TCMs may bid vacation by seniority. TCMs must bid at least one week and no more than two consecutive weeks for the following year in the first round of vacation bidding. A second round of vacation bidding will allow the TCMs to bid between (1) one and (10) consecutive work days. TCMs will have 24 hours to bid vacation before moving to the next senior TCM. A vacation

week will begin on the first day of the TCMs scheduled workday and shall continue for five (5) consecutive days.

All vacation hours for bid must be available to the employee at the time it is taken.

Fifty percent (50%) of accumulated unused, vacation from the current anniversary year may be carried over to the next anniversary year.

Section 10.2. Personal Convenience Leave.

Each TCM shall be granted sixteen (16) hours of Personal Convenience Leave each fiscal year (May 1 – April 30). Personal Convenience Leave may not be accumulated from one fiscal ~~year to year~~ to another. All Personal Convenience Leave shall be scheduled in accordance with Section 10.11 Scheduled Leave Days. Personal Convenience Leave will not be paid out for probationary employees at separation of employment.

Section 10.3. Court Days.

All telecommunicators in a full-time status prior to December 1, 2010 are granted twenty-four (24) hours of paid “court days” per calendar year. These days are to be used for paid leave purposes only and are not subject to overtime or carryover. All Court Days shall be scheduled in accordance with Section 10.11 Scheduled Leave Days. Once a full-time ~~telecommunicator~~ telecommunicators who is eligible for Court Days transfers to ~~any position~~ any position and/or to a part-time or seasonal

position they will no longer be eligible for Court Days, even if they would return to a full-time telecommunicator position in the future.

Section 10.4. Floating Time Off.

All full time telecommunicators covered by this Agreement shall be ~~given forty~~ ~~given forty~~-eight (48) hours of paid floating ~~time-off~~ ~~time off~~ ~~each~~ ~~off~~ ~~each~~ fiscal year of this Agreement. In the event a telecommunicator does not use all their floating ~~time-off~~ ~~time off~~ by the end of the fiscal year, they shall be paid their appropriate hourly rate of pay for all unused hours. This time will be paid in May for the previous fiscal year. All ~~Floating Time~~ ~~Floating Time~~ Off shall be scheduled in accordance with Section 10.11 Scheduled Leave Days. Floating time will not be paid out to probationary employees at separation of employment. Floating time will not be prorated for new employees; such leave will accrue on May 1st of the employee's first calendar year of service.

Section 10.5. Sick Leave.

Sick Leave Accrual. TCMs will accrue sick leave at a rate of eight (8) twenty (20) hours each month of completed service for the first two (2) months of employment, after which it shall accrue at a rate of eight (8) hours for each month of completed service up to a maximum of 960 hours for those hired prior to May 1, 2016 and 720 hours for those hired on or after May 1, 2016 which will be paid at full pay during the time of illness.

~~Sick Leave Accrual. TCMs will accrue sick leave at a rate of twenty (20) hours each month of completed service for the first two (2) months of employment, after which it shall accrue at a rate of eight (8) hours for each month of completed service up to a maximum of 960 hours which will be paid at full pay during the time of illness.~~

Sick Leave Usage. Sick leave is intended for the TCM's illnesses or injuries. TCMs may also use sick leave for doctor visits and illnesses within the TCM's immediate family (defined as spouse, civil union partner, ~~child,~~ child, step child, dependent listed on taxes). Employees will also be

eligible to use up to 24 hours of sick leave per fiscal year for the injury or illness of their parent. The employee will need to provide a doctor's note to Human Resources stating the employee's need to be off work to care for their parent. It is expected that a TCM utilizing sick leave will be at their residence during their hours of work unless they are seeking medical treatment or obtaining medication related to the illness.

TCMs calling in sick should contact the Shift Commander and Communication Center as soon as possible, but at least one (1) hour prior to the assigned reporting time. They should notify the Shift Commander if they are using sick leave for themselves or an immediate family member.

Absence of Three Days or More. When an employee has used sick leave for themselves or a qualifying family member for a period of three (3) full consecutive scheduled workdays or longer, excluding regularly scheduled days off, it will be that employee's responsibility, prior to his first day returning to work, to provide a signed return to work release from a healthcare provider. Verification may be requested for other sick leave absences as well, and may be required as a condition of continued employment.

Rapid Accrual. TCM's with at least 160 hours of sick leave uses 160 hours of sick time or more by reason of one serious health condition, defined as an illness, pregnancy, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a health care provider, and depletes all but eighty (80) hours of sick leave by reason of such serious health condition, the telecommunicator upon return to full-time work shall accrue sick leave at the rate of twenty (20) hours per month, less any time used during accrual, until his sick leave returns to the level maintained before the serious health condition. Employees will be eligible

for rapid accrual only one time beginning May 1, 2014 through their career with the City.

Sick Leave Abuse. Abuse of paid leave is prohibited. Employees who are suspected of abuse of sick leave may be required, as a condition of continued employment, to provide verification for all sick leave absences. If an employee is unable to provide verification of absences, discipline may be imposed. Without limiting the City's ability to monitor, investigate and discipline sick leave abuse, the following situations are examples of potential sick leave abuse:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week
3. repeated use of sick leave benefits as they are earned,
4. use of more sick leave than accrued in any twelve (12) month period,
5. using sick leave and being seen engaged in activities which indicate ability to work
6. circumstances deemed inappropriate by the employee's supervisor

Concerns regarding sick leave abuse will be addressed with the TCM **Sick Maximum/RHS** TCMs hired before May 1, 2014 who reach the 960 hour maximum will be eligible for up to four (4) hours of the previous month's accrued but unused hours of sick time to be placed in the Retirement Health Savings account at the employee's month ending hourly rate.

Sick Leave Buy Back TCMs hired before December 9, ~~2013~~[who2013](#)
[who](#) retire or leave the employment of the City under honorable

circumstances (defined as any separation of service other than termination), with seventy-five (75) years of combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service), shall be eligible for sick leave buyback.

The eligible conversion is up to a maximum of 960 hours of accumulated unused sick leave at the TCM's final hourly rate.

Sick Leave and FMLA To the extent that such employee or family members injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA.

Section 10.6. Bereavement Leave.

The City may grant TCMs paid time off from work in the event of the death of someone close to them, including family members and longtime friends. The amount of time off will depend upon the circumstances and the personal needs of the TCM and is at the discretion of the department head.

If leave is required beyond the initial authorization by the department head, approval must be obtained for the additional leave. The TCM may be required to use available vacation or personal time.

Section 10.7. Jury Duty.

Upon submission of official notification from the Jury Commission, a TCM called to jury duty shall be released as provided in this Section. If the jury duty occurs during the TCM's shift, the TCM shall be released without loss of pay; if the jury duty occurs on the same day as a TCM's duty day,

but not on his shift, the TCM shall be given release time with full pay in an amount equal to the length of jury duty but not to exceed eight (8) hours. A TCM released under this Section shall pay the City all amounts received for jury duty for the period of time the TCM is released.

Section 10.8. Leave Without Pay.

Employees covered by this Agreement may request in writing a leave of absence from the City Manager. The City Manager may grant a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he sees fit, not to exceed one (1) year.

Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere unless with the express written permission of the City Manager.

(a) During the employee's approved leave of absence, his or her position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee.

(b) Once a leave of absence has been granted, the employee may not return to work until the leave of absence has expired. However, an employee may request to return to work prior to the expiration of the previously approved leave of absence. An early return to work will be at the discretion of the Police Chief. If leave was for a medical condition a medical release must be provided to Human Resources.

If the leave is granted by the City Manager for the purpose of seeking employment elsewhere, the employee shall suffer the loss of his/her seniority for the period the leave is granted. However, if the leave is

granted for a medical reason, the employee shall not lose his/her seniority for the period of leave.

Section 10.9. Negotiation Release Time.

Two (2) members of the Union's bargaining team will be released from duty and carried on paid time during bargaining sessions. Members so released shall be carried with pay for the length of the actual bargaining sessions, or the number of hours they are scheduled to work, whichever is less. No more than one member from any shift may be released. Members shall be carried time for time on their scheduled duty days. Participation in bargaining on non-duty days will not be compensated.

Section 10.10. Survivor's Benefit.

The City agrees that upon the death of a TCM, the TCM's estate shall receive full financial compensation for all unused and accrued leave time as agreed to in each section of this contract. The value of said time will be calculated at the deceased TCM's hourly rate of pay and multiplied by the amount of unused time as defined in this section.

Section 10.11. Scheduled Leave Days.

There shall be two (2) slots per day for the use of scheduled leave days. A slot is defined as any and all hours filled through the overtime procedure defined in Article 12 Overtime Procedure. A TCM may use vacation, floating holidays, court days and personal convenience ~~leave~~ as leave as scheduled leave. Scheduled sick leave or non-scheduled sick leave will not count toward ~~the two~~ the two (2) slots per day.

All other vacation days, court ~~days,~~ days, floating holidays ~~and~~ personal and personal convenience leave shall be selected on a first come

basis. All leave time scheduled in this manner must be requested at least three (3) days in advance of the desired day off. Scheduled leave days cannot be requested more than (6) six months in advance. All single vacation days, court ~~days~~, days, floating holidays ~~and personal~~ and personal convenience leave requests must be available to the employee at the time it ~~is taken~~ is taken and shall be taken in a minimum of one (1) hour increments. Once a leave day is approved it will not be cancelled or revoked by the City. Scheduled leave days requested for the following calendar year will not be processed until after the vacation bid processed is completed.

Section 10.12. FMLA.

Qualifying FMLA events will run concurrent with leave time, as permitted by FMLA. Employees will be responsible for obtaining the necessary FMLA paperwork.

ARTICLE 11 BENEFITS

Section 11.1. ~~Uniforms and Clothing Attire.~~

TCM's will dress in business casual manner, in accordance with the City Handbook, department rules and regulations and/or SOP as they may exist from time to time. TCM's may wear jeans on City designated holidays, third shift and all shifts on Friday, Saturday and Sunday as long as they are deemed appropriate.

~~The City agrees to furnish full-time TCMs with eight (8) long-sleeved or short-sleeved polo shirts. The City agrees to furnish seasonal TCMs with three (3) long-sleeved or short-sleeved polo shirts. Polo shirts will be replaced on a worn-out basis. TCM's will dress in a business casual manner.~~

Section 11.2. Parking.

The City shall provide limited access to the parking garage for all bargaining unit employees. Access will be available on weekends, days upon which the City is closed for business and after 2:00 p.m. Monday through Friday as long as this lot is available for employee parking.

Section 11.3. Group Health Insurance.

The City shall allow all full time telecommunicators covered by this Agreement to enroll in one of the components of the City of Bloomington Employee Group Health Benefit Plans. ~~Effective January 1, 2012 the employees will be eligible to elect from a PPO \$400 Wellness Plan or a HMO Wellness Plan.~~ Effective January 1, 2017 the employees the employees will be eligible to elect from the Health Insurance PPO or a HMO plan.

The City will contribute for all full time employees as follows:

- (a) The City agrees to pay seventy-five percent (75%) of the full health insurance premium for single, employee-plus one and family coverage. (Example of Family Coverage Formula: Full family coverage premium X 75% equals the City share; full family coverage premium X 25% equals the employee's share)
- (b) The City will offer a group dental insurance plan to all full time employees. The City agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage and fifty percent (50%) of the dental premium for dependent care coverage.
- (c) The City will offer a group vision insurance plan to all full time employees. The City agrees to pay fifty percent of the vision insurance premium for employee coverage and fifty percent (50%) of the vision insurance premium for dependent coverage.

(d) In any year in which the total amount of medical benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the benefits available under the City of Bloomington health insurance plan or plans.

(e) In any year in which the total amount of dental benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the benefits available under the City of Bloomington dental insurance plan.

(f) In any year in which the total amount of vision benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the benefits available under the City of ~~Bloomington vision~~ Bloomington vision insurance plan.

The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Group Health Care Plan. No changes in the level of benefits shall be made except by mutual agreement of the parties.

Section 11.4. Tuition Reimbursement.

The City will reimburse a full-time telecommunicator for the cost of tuition, fees and any required books for a college course at an accredited college or university which constitute part of a degree program, under the following conditions:

1. The telecommunicator makes a request in writing to the Department Head and Human Resources prior to registration of his/her intent to claim tuition reimbursement for the course and the Department Head and Human Resources approves the request in writing.
2. The telecommunicator must have completed three (3) years of service to be eligible.

3. The course is required or part of a required sequence leading to a degree in an appropriate field of study, or certificate course in an appropriate field of study, or is determined by the department head in his or her discretion to be of benefit to the Department.

For purposes of this subsection, “part of a required sequence” refers to the specific related courses which are required for completion of the curriculum in the telecommunicator’s field of study; including “core” or general electives required by the institution for the award of a Bachelor’s degree unless it otherwise qualifies for reimbursement under this subsection.

4. Reimbursement to employees will not exceed the per hour cost of undergraduate tuition and fees at Illinois State University and annually a Telecommunicator receiving this benefit will not be eligible for tuition reimbursement beyond the IRS threshold for non-taxable reimbursement. The IRS reimbursement will be based on a calendar year.

At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the eligible Telecommunicator for tuition, fees and required books according to the following schedule and the limits detailed above:

100% for a grade of B or better
75% for a grade of C
(includes pass in a pass/fail option)
0% for a grade below C

Proof of course completion and grade attained must be presented before reimbursement will be made.

The amount reimbursed to the Telecommunicator will be less any amount received for scholarships, military, financial aid grants, etc. Telecommunicators are required to disclose this information at

the time his/her bills and invoices are submitted. Monies received from what is commonly referred to as the "G.I. Bill" will not be considered when calculating the reimbursement.

Any Telecommunicator who leaves the department within one (1) year of receiving reimbursement will refund to the City the amount reimbursed for the previous twelve (12) months. A Telecommunicator receiving tuition reimbursement payments shall execute a promissory note to the City as evidence of an obligation to repay the funds received in the event that the employment requirement stated above is not fulfilled.

The total tuition reimbursement money applicable for all Telecommunicators shall not exceed \$30,000 in a fiscal year. In the event that requests for reimbursement exceed the total amount allotted, then reimbursement shall be divided to each applicant on a pro rata share per each employee, per semester of study.

ARTICLE 12 - OVERTIME PROCEDURE

Section 12.1. Overtime.

(a) The term "authorized overtime" shall be defined as any hours paid to a TCM in excess of eight (8) hours per day or forty (40) hours per week where the TCM is assigned or directed to perform such work by a supervisor.

(b) All authorized overtime worked by a TCM shall be paid at one and one-half (1½) times his straight time hourly rate.

(c) The maximum amount of hours a TCM may work is capped at 16 hours in a 24 hour period or 24 hours of overtime in a work week. Overtime caps may be waived for emergency responses by the Chief of Police.

Section 12.2. Scheduled Vacancies.

Used for staffing shortages and approved leave time:

- a) A list of available work hours will be compiled as of the 20th of the month.
- b) Between the 20th through the 22nd of the month, the list will be distributed to all full-time employees. Each full-time employee may select four (4) of overtime by seniority.
- c) After the 22nd of the month the remaining list will be made available to all seasonal employees. Each seasonal employee may select hours, subject to the guidelines in Article 19 - Seasonal Employees.
- d) Any hours that have not been filled as well as any hours that become available for work after the 25th of the month, will be posted in the Communications Center. Full-time and Seasonal TCMs may sign up for these work hours on a “first-come, first-serve” basis.
- e) Any hours from the posted list that have not been filled 72 hours (three days) prior to the start of the shift, will be filled utilizing the force-in, force-over method described in Section 12.6 Forced Overtime.

Section 12.3. Short-notice Overtime.

Used in the event of a call-off or other vacancy that creates a notice of less than three (3) days. The procedure is as follows:

- a) Inquire with on-duty TCMs to obtain a volunteer.
- b) If there are no on-duty volunteers, a group text/email will be sent to all TCMs.
- c) The voluntary opening will be filled on a “first-come, first-serve” basis.
- d) If there is no volunteer for the opening after the 15 minute time frame, the shift will be filled utilizing the method described in Section 12.6 Forced Overtime.

Section 12.4. Group Text/Email.

Used to inform TCMs of overtime availability as described in Section 12.3 Short-Notice Overtime:

- a) All Full-time and Seasonal TCMs will be included in the group text/email.
 - 1. TCMs are responsible for notifying the supervisor in writing of any changes to their contact information.
- b) The group text/email will include the hours available and request a call into the Communication Center within 15 minutes of the message being sent if someone wishes to volunteer.
- c) In the event of an emergency, or other exigent circumstances, the City retains the right to forego the group text/email procedure and contact all TCMs by any method.

Section 12.5. Voluntary Overtime.

Used in the event a TCM is unable to work a shift they volunteered for:

- a) It is the TCM's responsibility to find a qualified replacement.
- b) If a qualified replacement is located, both parties need to notify the supervisor of the change to the schedule prior to the hours in question.
- c) If the reason for unavailability is illness or emergency, this requirement will be waived.
- d) This section is not intended to be used to circumvent the normal monthly scheduling procedures.

Section 12.6. Forced Overtime.

Used for any opening that was not filled by a volunteer:

- a) Efforts will be made to limit forces into four (4) hour blocks.

- b) If there is no volunteer, a TCM working the preceding shift will be forced-over for the first four (4) hours, and a TCM assigned to the subsequent shift shall be forced-in for the last four (4) hours, subject to the following:
1. TCMs working ten (10) or less consecutive hours, including trades.
 2. TCMs whose next scheduled shift begins eight (8) hours or less following the force-over, or whose scheduled shift ended eight (8) hours or less prior to the force-in.
 3. TCMs working more than ten (10) consecutive hours, including trades.
 4. TCMs who have scheduled benefit leave time of eight (8) consecutive hours for the shift preceding the force-in or following the force-over.
 5. TCMs working overtime or a shift trade on their regular day off.
- c) TCMs who qualify for more than one category shall be considered as the highest possible category they qualify for (1. being the lowest category.)
- d) If more than one TCM qualifies for the lowest category, the least senior TCM (on duty or due to report for duty) with the fewest "credits" shall be forced-over or forced-in to cover the opening.
- e) The parties agree that the exclusive remedy for a violation of this procedure shall be that the TCM required to be forced-over or forced-in shall receive one (1) additional "credit." The affected TCM must address the problem with management no later than five (5) business days after the violation. No other TCMs will receive credit caused by this discrepancy.

Section 12.7. Force Credits.

The following guidelines are to clarify how "credits" are accumulated:

- a) Full-time TCMs shall receive a "credit" for being forced.
- b) One (1) to four (4) hours worked as a force, equals one (1) credit.

- c) Five (5) or more hours worked as a force, equals two (2) credits.
- d) The overtime "credit" list will be posted in the Communications Center.

ARTICLE 13 ~~PAY~~ PAY & DAYS OFF IN LIEU OF HOLIDAYS

Section 13.1. Payment in Lieu ~~of Holidays~~of Holidays.

Effective May 1, 2011 All full time Telecommunicators covered by this Agreement shall be paid an amount equal to 90 hours at their regular rate as payment for eleven and one half (11 ½) holidays. This additional pay shall be prorated and shall be included in the basic biweekly salary set forth in the Appendixes to this Agreement.

ARTICLE 14 SENIORITY

Section 14.1. Definition.

For the purposes of this Agreement, the following definitions apply:

- a. "Seniority" means uninterrupted full time employment with the City beginning with the full-time date of hire with the City as a TCM and shall include periods of layoffs and periods of paid absence authorized by and consistent with this Agreement. Seniority shall determine preference for days off, shifts and selection of vacation dates.
- b. "Service Time" means total continuous full time employment with the City. Service time shall determine amount of leave benefits and wages.

Section 14.2. Loss of Seniority.

An employee shall lose his/her seniority and no longer be an employee if:

- a. He/she resigns or quits; or is no longer a full-time employee; or
- b. He/she is discharged (unless reversed through the Grievance or Arbitration Procedure); or
- c. He/she retires; or
- d. is absent for three (3) consecutive days without notifying the City; or
- e. is laid off from work one (1) year. Seniority shall accumulate during such absence; or
- f. is laid off and fails to report for work within three (3) day after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay.

ARTICLE 15 LAYOFF AND RECALL

Section 15.1. Procedure for Layoff.

In the event of a reduction in TCM staff, employees shall be laid off in inverse order of seniority.

Section 15.2. Procedure for Recall.

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for one (1) year after an employee has been laid off.

ARTICLE 16 PROBATIONARY PERIOD

All full-time and seasonal TCM's shall be considered a probationary employee for his or her first twelve (12) months of continuous service. The

City may extend an employee's probation up to three (3) months after providing notification to the TCM. Upon completion of probation seniority shall date back to his or her full-time date of hire in the bargaining unit. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any loss in excess of ten (10) business days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss. Seasonal employees who become full-time employees will have a three (3) month probationary period at the start of their full-time date of hire.

ARTICLE 17 PROMOTIONS AND VACANCIES

Promotions to bargaining unit positions in the City shall be based on merit and fitness taking into consideration the appropriate emphasis on experience and, if necessary, the results of a written and/or oral examination.

Authorized vacancies shall be posted for five (5) business days. The job description for the position will be included in the posting. Any City employee seeking consideration for filling announced vacancies shall submit a bid sheet to the Human Resources Department along with any additional information (e.g., resumes, certificates, etc.) prior to the deadline. This Section shall not serve to limit the discretion or authority of the Human Resources Director to advertise job vacancies and receive outside applications. All qualifications of candidates being equal, priority in selection will be based on the seniority principle.

ARTICLE 18 TRAINING

Section 18.1. Communication Training Officer.

TCM's assigned to train new staff shall be full-time TCM's with no less than one full year of service with the Bloomington Communications Center. In order to be a Communications Training Officer (CTO) ~~a) a~~ a TCM must explain their desire to become a CTO in writing to the Communications Center Manager, funding must be available for a TCM to take the CTO course and they must successfully complete such course. Assignment will be made at the discretion of the Communication Center Manager. All TCM's assigned to train a new employee shall receive an hour of overtime per day for the training and completion of the required trainee documentation.

Section 18.2. Training.

If the employer requires a TCM to obtain or maintain a certification, accreditation or licensure such time off shall be granted with pay.

Section 18.3. Training Time.

1. Assigned by Supervisor:
 - (a) If a TCM is assigned by a Communication Management Staff to attend training on his regular allowed leave day, based on the needs of the department, they will be paid overtime or assigned a different allowed leave day that workweek.
 - (b) If training occurs on a TCM's regularly scheduled workday, the Communication Management Staff has the option of making the training assignment the TCM's regular work assignment for that day or to require the TCM to work his regularly assignment in addition to attending training.

If a TCM attends training as his regular duty assignment and is also required to work his regular duty assignment on the same day, he will be compensated as overtime in the manner provided in Article 12 Overtime Procedure

ARTICLE 19 SEASONAL EMPLOYEES

Section 19.1. Seasonal Employee Scheduling.

Seasonal TCM's are required to work a minimum of sixteen (16) hours per month in order to be eligible to work. The Communications Manager may waive this requirement and there is no guarantee of hours. Seasonal TCMs may not schedule hours in excess of 40 hours in a week. Seasonal TCMs may not work overtime unless authorized by the Communications Center Manager. Authorization may be granted to prevent full-time staff from being forced or in emergency situations.

Section 19.2. Seasonal Employee Conditions.

Seasonal TCM's are not eligible for any benefits (holiday pay, overtime after eight (8) hours in a day, insurance, leave time, etc.) contained in this agreement unless expressly noted in the section. Seasonal employees hold no seniority and the number of seasonal TCM staff can be reduced at anytimeany time. Seasonal employees shall pick their hours of work starting with the employee with the longest length of consecutive time in a seasonal capacity. Seasonal employees will not be terminated for disciplinary reasons without just cause. If a seasonal employee becomes a full-time TCM their leave benefits, longevity and other benefits will be based off of their full-time date of hire and does not include any previous full-time or seasonal service.

ARTICLE 20 MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Police Department in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the Police Department; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 21 SAVINGS

If any provision in this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Illinois Compiled Statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 22 SUBCONTRACTING

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interest of

efficiency, economy, ~~improved~~ and improved work product or emergency. Except where an emergency exists, before the City changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a loss of bargaining unit employees, other than through attrition, the City will notify the Union and offer the Union an opportunity to discuss (not bargain) the desirability of contracting such work prior to making a decision. The City will provide no less than forty-five (45) calendar days' written notice to the Union, except in emergency situations. At the Union's request, the City will provide to the Union all reasonably available and substantially pertinent information in conformance with applicable law. At the Union's request, the parties will meet for the purpose of reviewing the City's contemplated actions and Union alternatives to the contemplated subcontract, but in no event will such obligation delay the City's actions. If the City decides to subcontract the work, it will notify the Union of its decision.

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Section 15.1 Procedure for Layoff will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the City. The City shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the City's decision.

ARTICLE 23 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Union shall have the right to any impact or effects bargaining as provided by law.

ARTICLE 24 TERM OF AGREEMENT

This Agreement shall be effective upon the date of execution and shall remain in full force and effect until April 30, ~~2016~~2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall not begin later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of the Agreement is provide to the other party in the manner set forth in the following paragraph.

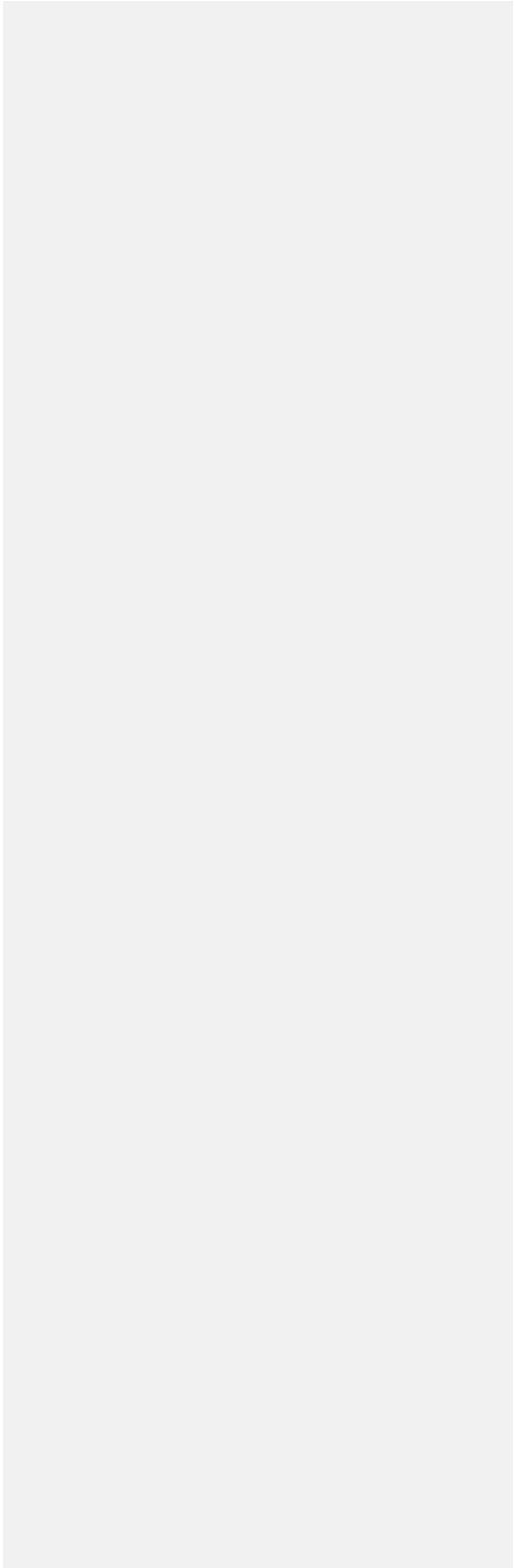
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their
signatures this ____ day of January, -20167.

FOR THE CITY OF BLOOMINGTON:

FOR THE UNION:



APPENDIX "A" WAGE SCHEDULES

| May 1, 2016 | | | | | |
|--|----------|----------|----------|----------|----------|
| Employees Hired Prior to December 27, 2016 | | | | | |
| 2.25% | | | | | |
| | Base | 5 yrs | 10 yrs | 15 yrs | 20 yrs |
| | | 5% | 7% | 9% | 11% |
| TCM - SEASONAL WOLF, KELLEY, DAY | \$ 21.21 | | | | |
| TCM- BROWN, SHUMM, SMITH, DEBOLT, MACLEOD, SLAMA | | | | | |
| PRESCOTT, SCHLINK, BLOCK | \$ 21.21 | \$ 22.27 | \$ 22.69 | \$ 23.12 | \$ 23.54 |
| TCM-PANKONEN | \$ 23.59 | \$ 24.77 | \$ 25.24 | \$ 25.71 | \$ 26.18 |
| TCM-FILIPPINI | \$ 23.16 | \$ 24.32 | \$ 24.78 | \$ 25.24 | \$ 25.71 |
| TCM-KOEHNE/MCCUAN | \$ 23.06 | \$ 24.21 | \$ 24.67 | \$ 25.13 | \$ 25.59 |
| TCM-MYERS | \$ 22.47 | \$ 23.60 | \$ 24.05 | \$ 24.50 | \$ 24.95 |
| TCM-ZUZIK | \$ 22.52 | \$ 23.64 | \$ 24.09 | \$ 24.54 | \$ 24.99 |
| Employees Hired After December 27, 2016 | | | | | |
| | Base | 5 yrs | 10 yrs | 15 yrs | 20 yrs |
| | | 5% | 7% | 9% | 11% |
| TCM - SEASONAL BASE | \$ 20.74 | | | | |
| TCM-BASE | \$ 20.74 | \$ 21.78 | \$ 22.19 | \$ 22.61 | \$ 23.02 |
| May 1, 2017 | | | | | |
| Employees Hired Prior to December 27, 2016 | | | | | |
| 1.75% | | | | | |
| | Base | 5 yrs | 10 yrs | 15 yrs | 20 yrs |
| | | 5% | 7% | 9% | 11% |
| TCM - SEASONAL WOLF, KELLEY, DAY | \$ 21.58 | | | | |
| TCM- BROWN, SHUMM, SMITH, DEBOLT, MACLEOD, SLAMA | | | | | |
| PRESCOTT, SCHLINK, BLOCK | \$ 21.58 | \$ 22.66 | \$ 23.09 | \$ 23.52 | \$ 23.95 |
| TCM-PANKONEN | \$ 24.00 | \$ 25.20 | \$ 25.68 | \$ 26.16 | \$ 26.64 |
| TCM-FILIPPINI | \$ 23.56 | \$ 24.74 | \$ 25.21 | \$ 25.69 | \$ 26.16 |
| TCM-KOEHNE/MCCUAN | \$ 23.46 | \$ 24.63 | \$ 25.10 | \$ 25.57 | \$ 26.04 |
| TCM-MYERS | \$ 22.87 | \$ 24.01 | \$ 24.47 | \$ 24.93 | \$ 25.38 |
| TCM-ZUZIK | \$ 22.91 | \$ 24.05 | \$ 24.51 | \$ 24.97 | \$ 25.43 |
| Employees Hired After December 27, 2016 | | | | | |
| | Base | 5 yrs | 10 yrs | 15 yrs | 20 yrs |
| | | 5% | 7% | 9% | 11% |
| TCM - SEASONAL BASE | \$ 20.74 | | | | |
| TCM-BASE | \$ 20.74 | \$ 21.78 | \$ 22.19 | \$ 22.61 | \$ 23.02 |



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: January 9, 2017

SUBJECT: Consideration of approving the purchase of Personal Protective Equipment – Firefighter Turnout Gear.

RECOMMENDATION/MOTION: That 22 complete sets (jacket and pants) of Globe Gold Millenia XT G-Xtreme Firefighter Turnout Gear be purchased utilizing the National Purchasing Partners- Government (NPPGov) program from Municipal Emergency Services, Inc. (MES), Deerfield, IL be approved, in the amount of \$58,509.26, and the Procurement Manager be authorized to issue a Purchase Order for same.

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 service, and 1d. City services delivered in the most cost effective and efficient manner.

BACKGROUND: Council authorized the purchase of replacement turnout gear as part of the FY 2017 budget.

Firefighter protective clothing is on a seven (7) year replacement schedule. This schedule is based on the National Fire Protection Association's recommendation useful life for firefighting protective wear. Since 2006, the Fire Department has made considerable investments in this particular turnout gear providing consistency in use for firefighters and cost savings.

The gear that the Department uses was selected in 2006 during an extensive evaluation process that involved technical specification comparison, wear testing, warranty and cost. A major determining factor was that the gear has a shell warranty of seven (7) years against any damage that occurs during firefighting operations, eliminating gear repair line item previously budgeted at \$15,000 per year.

The model of turnout gear specified and used has received upgrades in materials and components since it was originally evaluated. It remains the best gear providing firefighter protection and at reasonable cost.

NPPGov serves public and non-profit markets as a cooperative purchasing organization providing access to contracts created through an RFP process conducted by a lead public agency. NPPGov serves government, education and non-profit markets including two specialized programs: FireRescue GPO and Law Enforcement GPO. The FireRescue GPO program specifically serves the fire and rescue market and has a unique connection with fire chiefs associations throughout the country. The Law Enforcement GPO program serves the law enforcement, emergency communications and emergency management industry.

NPPGov is the government division of National Purchasing Partners (NPP), which is a national group purchasing company serving a variety of private and public markets. NPP is a private company owned by a non-profit hospital, Virginia Mason, in Seattle, Washington.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: The total cost for the Firefighter Turnout Gear is \$58,509.26 which is included in the Fire-Protective Wear account (10015210-62191). Stakeholders can locate this in the FY 2017 Budget Book titled “Budget Overview & General Fund on page 293.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Chief of Administration

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

Attachments:

- MES NPP Quote
- NPPGOV PS16007_Pricelist



124 East First Street
Deer Creek, IL 61733

Quote

Date 12/1/2016
Quote # QT1061719
Expires 1/30/2017
Sales Rep Crabtree, James
PO # ppe replacement
Shipping Method FedEx Ground

Bill To
 C/O Sue
 BLOOMINGTON F.D.
 310 N LEE ST
 BLOOMINGTON IL 61701-3834

Ship To
 CECIL 309-434-2500
 BLOOMINGTON FIRE DEPT.
 310 N LEE ST
 BLOOMINGTON IL 61701-3834

| Item | Alt. Item # | Units | Description | QTY | Unit Sales Pri... | Amount |
|---------------------|-------------|-------|--|-----|-------------------|-----------|
| Globe G-Xtreme Coat | 13257-G | | 13257-G Globe G-Xtreme Coat GLOBE GXTREME 3.0 JACKET PER BLOOMINGTON SPECS **zipper closure ** | 12 | 1,404.11 | 16,849.32 |
| Globe G-Xtreme Coat | 13257-G | | 13257-G Globe G-Xtreme Coat GLOBE GXTREME 3.0 JACKET PER BLOOMINGTON SPECS ** SNAP HOOK CLOSURE ** | 9 | 1,427.24 | 12,845.16 |
| Globe G-Xtreme Coat | 13257-G | | 13257-G Globe G-Xtreme Coat GLOBE GXTREME 3.0 JACKET PER BLOOMINGTON SPECS ** SNAP HOOK CLOSURE AND 2 RADIO POCKETS** "HARTWIG" | 1 | 1,460.64 | 1,460.64 |
| Globe G-Xtreme Pant | 23257-G | | 23257-G Globe G-Xtreme Pant GLOBE GXTREME 3.0 PANT PER BLOOMINGTON SPECS | 22 | 1,111.80 | 24,459.60 |
| Globe Alter/Repair | ESCAPE BELT | | ESCAPE BELT Globe Alterations/Repair CLASS 1 ESCAPE BELT | 22 | 131.57 | 2,894.54 |

Subtotal 58,509.26
Shipping Cost (FedEx Ground) 0.00
Total \$58,509.26

NPP/GPO ID#056457

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1061719



Attachment D

PPA RFP1540

| PRODUCT CATEGORY | PRODUCT DESCRIPTION | MANUFACTURER | PERCENTAGE OFF PUBLISHED | Notes |
|-----------------------|----------------------------------|---------------------------|----------------------------|---|
| Turnout Gear | Turnouts- all specifications | Honeywell (Morning Pride) | 51.00% 55.50% 59.00% | 1-75 Firefighters 76-299 Firefighters 300+ Firefighters |
| | Turnouts- all specifications | Globe | 41.00% | valid only in NC SC VA IL IN NJ DE MD NY TN PA |
| Wild Land Gear | Wild Land All available ensemble | Crew Boss (Western Shell | 10.00% | |
| | Wild Land All available ensemble | PGI | 10.00% | |
| | Wild Land All available ensemble | Tecgen | 10.00% | |
| Tech Rescue | | | | |
| USAR/Stationwe | | | | |
| ar | all available specifications | Honeywell (Morning Pride) | 51.00% 55.50% 59.00% | 1-75 Firefighters 76-299 Firefighters 300+ Firefighters |

| | | | | |
|---|---------------------------------|--------------|--------|--|
| | Tech Rescue/Wildland | Tecgen | 10.00% | |
| Tech Rescue USAR/Stationwear | | | | |
| | Stationwear, Boots, accessories | 511 | 27.00% | discount is off of MAP |
| | Stationwear | Workrite | 15.00% | |
| | Horace Small Stationwear | VF Imagewear | 20.00% | |
| | Badges | Blackington | 25.00% | |
| Helmets | | | | |
| | All Models | Bullard | 35.00% | Not applicable in HI C AZ NM CO WY MT WA OR ID AK NV UT |
| | All Models | Honeywell | 20.00% | |
| Gloves | | | | |
| | Structure, Wildland and Rescue | Dragon Fire | 10.00% | |
| Boots | | | | |
| | Structure | Globe | 25.00% | valid only in NC SC VA IL IN NJ DE MD NY TN PA |
| | Structure, Station, Wildland | Honeywell | 20.00% | |
| | Station | Bates | 10.00% | |
| | Station | 511 | 27.00% | discount is off of MAP pricing |
| | Structure | Fire Dex | 10.00% | |
| Accessories | | | | |
| | Rescue | CMC | 15.00% | |

| | | | | |
|--------------------|--|------------------------|--------|---|
| Accessories | Rescue | RIT | 17.00% | |
| | Harness | Gemtor | 15.00% | |
| | Eye Wear | ESS | 30.00% | |
| | Lights and Cases | Pelican | 25.00% | |
| | Lights | Fox Fury | 12.00% | |
| | Lights | Koehler-Bright Star | 5.00% | |
| | Lights | Streamlight | 40.00% | |
| | Lockers/Racks/Shelving | Groves Reddy Rack | 15.00% | |
| | Cleaning, Alterations, Customizations | Northwest Safety Clean | | Fixed pricing. MES Lawmen can facilitate |
| | Embellishments | 511 | | Fixed pricing Typically included with uniform item pricing |



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: January 9, 2017

SUBJECT: Consideration of an Ordinance Rezoning the property located at the intersection of East Lincoln Street and Four Seasons Road, west of Four Seasons Road, north of East Lincoln Street and south of the apartments on Willedrob Road (approximately 5.74 acres) from B-1, Business, and C-1, Commercial, to R-3B, Multifamily Residential District.

RECOMMENDATION/MOTION: That an Ordinance be adopted rezoning the property located at the intersection of East Lincoln Street and Four Seasons Road, west of Four Seasons Road, north of E. Lincoln Street and south of the apartments on Willedrob Road (approximately 5.74 acres) from B-1 and C-1 to R-3B, Multifamily Residential District, and approval of a fee in lieu of parkland dedication in the amount of \$21,375.00, and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4: Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: Objective c. Preservation of property/home valuations; Objective d. Improved neighborhood infrastructure;

BACKGROUND: The subject property, located near the intersection of East Lincoln Street and Four Seasons Road, is bounded to the north by the apartments located on Willedrob Road, to the east by Four Seasons Road and to the south by East Lincoln Street. The property was annexed into the City in 1977. The property has never been developed and most recently it was used by Owens Nursery as a tree nursery.

The property is currently zoned B-1, Highway Business District, and C-1, Office District. These zoning districts permit a variety of commercial uses, such as a car wash, offices and department stores, fast food restaurants, automobile repair shops and service stations, bars/taverns/nightclubs, and truck stops. The subject property is bordered by residential on the north and west; the adjacent zoning to the south and east is business. The petitioner would like to develop this property with high end apartments, and therefore is petitioning to have the zoning changed to R-3B, High Density Multifamily Residential District. This residential zoning permits uses that are less intense and more compatible with the surrounding residential growth. Furthermore, the higher density R-3B zoning facilitates a transition and buffer between the single family homes and duplexes on the west and the business zoning on the south.

The Comprehensive Plan identifies this site as a Tier 1 Infill Development Priority. Additionally, the Future Land Use map (Figure 11.3) recognizes this land as residential. This site is surrounded by a number of amenities conducive to residential development, including access to the Constitution Trail, bus stops, a laundromat and pharmacy, a grocery store and health club, parks, schools and churches. Since this site is an infill development priority and will be developed in

the future, it is constructive to rezone the property so that the use that goes into this area matches the Comprehensive Plan and protects the quality of life for the neighboring residents.

The petitioner plans to construct 120 apartments over three phases. The first phase will consist of approximately 38 apartments. Because this property is very flat, neighbors are experiencing issues with storm water runoff. The development of this site facilitates storm water control and on-site detention, which should prove beneficial for neighbors.

Parkland dedication is a requirement of all residential developments in order that sufficient land be set aside to serve the recreational needs of residents. Bloomington ordinance provides that when the available land is less than 10 acres or is inappropriate for park development, the City can accept a cash contribution in lieu of parkland dedication. City staff and the petitioner have agreed to a cash contribution in the amount of \$21,375.00 for the first phase of this development, consisting of approximately 38 units. To facilitate the infill development of this long-time vacant, Tier 1 Development Priority property, City staff and the petitioner are recommending to Council that Council approve a fee in lieu of parkland dedication of \$21,375.00, as a condition of the rezoning of this property. The fees for the subsequent development phases will be determined at the time of those developments.

PLANNING COMMISSION: This petition went before the Planning Commission for a public hearing on Wednesday, December 14, 2016. See the attached minutes for details of the hearing. The Planning Commission recommended approval by unanimous vote.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on November 29, 2016 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 within 500 feet. In addition, two public notice/identification signs were posted on the property.

FINANCIAL IMPACT: Developing this site as residential will result in increased property taxes. A parkland dedication fee is required for this site to serve the open space and recreational needs of the residents of the proposed development. City staff and the petitioner are recommending to Council that Council approve a fee in lieu of parkland dedication in the amount of \$21,375 for the first phase of the development consisting of 38 units.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Community Development Director

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

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

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

David A. Hales
City Manager

Attachments:

- Ordinance approving the rezoning to R-3B
- Petition
- All referenced zoning uses list in R-3B
- Zoning map
- Planning Commission Minutes for 12.14.16
- Staff Report to Planning Commission for 12.14.16

ORDINANCE NO. 2017 - _____

AN ORDINANCE REZONING THE PROPERTY LOCATED AT THE INTERSECTION OF EAST LINCOLN STREET AND FOUR SEASONS ROAD, WEST OF FOUR SEASONS ROAD, NORTH OF EAST LINCOLN STREET AND SOUTH OF THE APARTMENTS ON WILLEDROB ROAD (APPROXIMATELY 5.74 ACRES) FROM B-1 AND C-1 TO R-3B, MULTIFAMILY RESIDENTIAL DISTRICT

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit(s) "A"; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, following said public hearing, the Planning commission approved the Petition for rezoning by unanimous vote; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

WHEREAS, the City Council of said City has the power to agree upon a cash contribution in lieu of parkland dedication for said premises; and

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

1. That the premises hereinafter described in Exhibit(s) "A" shall be and the same are hereby rezoned from "B-1" Highway Business District and "C-1" Office District to "R-3B", Multifamily Residential District.
2. That a cash contribution in the amount of \$21,375.00 in lieu of parkland dedication be accepted for the development of 38 dwelling units at the subject property.
3. That the Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
4. This Ordinance shall take effect immediately upon passage and approval.

PASSED this ___ day of _____, 2017.

APPROVED this ___ day of _____, 2017.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

Jeffrey R. Jurgens
Corporate Counsel

EXHIBIT "A"

(Legal Description)

Lot 7, EXCEPT the East 400 feet of the South 325 feet thereof, in Ewing and Nobles Subdivision of 86 acres off the East side of the Northwest '14 of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, EXCEPT that part conveyed to the City of Bloomington by Warranty Deed's recorded September 15, 1980 as Document No. 80-9369 and recorded November 5, 1980 as Document No. 80-11911 and taken by Decree of Condemnation entered in the Circuit Court of McLean County, Illinois in Case 80ED3 on September 15 1981 as recorded October 8, 1981 as Document No. 81-9383 in McLean County, Illinois.

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes American Apartments and Development, LLC, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of C1 and B1 under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the R3B zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner(s) by the present zoning of said premises.

WHEREFORE, your petitioner(s) respectfully pray(s) that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from C1/B1 to R3B.

Respectfully submitted,

By:  _____

Exhibit A

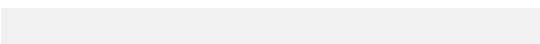
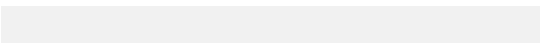
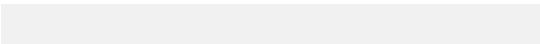
Lot 7, EXCEPT the East 400 feet of the South 325 feet thereof, in Ewing and Nobles Subdivision of 86 acres off the East side of the Northwest $\frac{1}{4}$ of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, EXCEPT that part conveyed to the City of Bloomington by Warranty Deed's recorded September 15, 1980 as Document No. 80-9369 and recorded November 5, 1980 as Document No. 80-11911 and taken by Decree of Condemnation entered in the Circuit Court of McLean County, Illinois in Case 80ED3 on September 15, 1981 and recorded October 8, 1981 as Document No. 81-9383, in McLean County, Illinois.

Section 44.6-30

Permitted Uses in the R-3B District

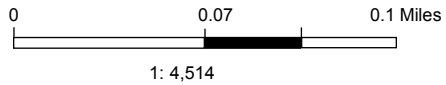
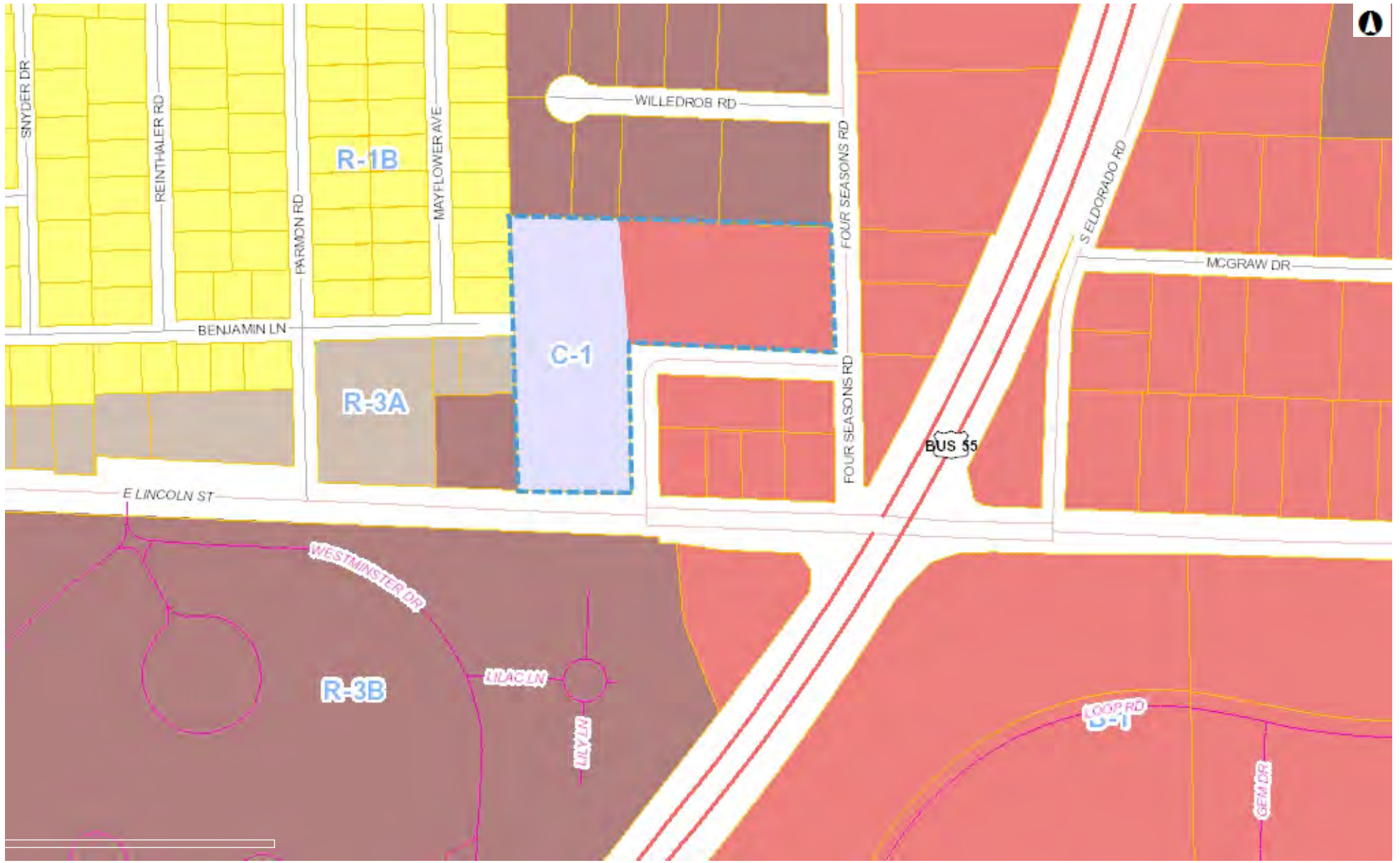
| | | | |
|------------------------------------|---|---|---|
| Agency Supervised Homes | S | Home for the Aged | S |
| Agency-Operated Family Homes | P | Ice Rinks | P |
| Agency-Operated Group Homes | P | Institution for Child Care | S |
| Agriculture | P | Institution for the Handicapped | S |
| Athletic Clubs, YMCA, YWCA | S | Irrigation Channels | P |
| Barber Shops, Beauty Shops | S | Laboratory, Dental and Medical | S |
| Bed & Breakfast Establishments | S | Laboratory, Psychological | S |
| Cemeteries | S | Laundering Services | S |
| Childrens Homes, Orphanages | S | Lodging Houses | P |
| Churches, Synagogues, Temples | S | Medical, Health Services | S |
| Clinics | S | Mental Health Facilities | S |
| Columbarium | S | Non-hazardous Storage, College/University | S |
| Community Centers | S | Non-residential College/Univer.Student Clubs & Assoc. | S |
| Convalescent Homes, Rest Homes | S | Nunneries, Rectories | P |
| Convenience Establishments | S | Nursery Schools | S |
| Convents, Monasteries | P | Nursing Homes | S |
| Country Clubs, Golf Clubs | S | Offices | S |
| Day Care Centers | S | Offices, College/University | S |
| Domestic Violence Shelter | P | Parking Lot, College/University | S |
| Dormitory, Student Residence Hall | P | Parking Lot, Noncommercial | S |
| Drug Stores | S | Parks, Playgrounds, Aboretums | P |
| Dry Cleaning Services | S | Pharmacy | S |
| Dwellings, Multiple Family | P | Police Stations, Fire Stations | P |
| Dwellings, Single-Family | P | Postal Services | P |
| Dwellings, Two-Family | P | Pre-Schools | S |
| Electricity Regulating Substations | P | Professional Clubs, Business Clubs | S |
| Flammable Liquid Pipelines | P | Religious Education Facility | S |
| Food Pantry | S | Rooming Houses | P |
| Forestry | P | Rooming Houses | P |
| Fraternities, Sororities | P | Service Clubs, Civic Clubs | S |
| Gas Regulatory Stations | P | Sewage Lift Stations | P |
| Golf Courses - Not Miniature Golf | S | Sheltered Care Homes | S |
| Grocery Stores, Supermarkets | S | Social Clubs, Lodges | S |
| Group Homes for Parolees | S | Swimming Clubs | S |
| Gymnasiums, Recreation Centers | S | Swimming Pools | S |
| Health Clubs | S | Telecommunication Antenna Facilities | S |
| Health Spas, Reducing Salons | S | Telephone Exchange Substations | S |

| | |
|------------------------------------|---|
| Townhouses | P |
| Treatment Centers for Drug Abuse | S |
| Utility Conduits, Lines, Pipelines | P |
| Water Pressure Control Stations | P |
| Water Purification Plants | P |
| Water Storage Reservoirs | P |





Zoning Map E. Lincoln St. and Four Seasons Rd.



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Printed: 12/5/2016 4:15:24 PM

Notes

**DRAFT MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, DECEMBER 14, 2016, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. J. Balmer, Mr. Justin Boyd, Mr. James Pearson, Mr. John Protzman, Mr. Ryan Scritchlow, Mr. Kevin Suess, Chairman David Stanczak

MEMBERS ABSENT: Mr. Eric Penn, Ms. Megan Schubert

OTHERS PRESENT: Mr. Tom Dabareiner, Director of Community Development; Ms. Katie Simpson, City Planner; Mr. George Boyle, City Attorney; Mr. Kevin Kothe, City Engineer.

CALL TO ORDER: Chairman Stanczak called the meeting to order at 4:03 PM

ROLL CALL: Mr. Dabareiner called the roll. With seven members in attendance, a quorum was present.

PUBLIC COMMENT: There being no public comments the Commission moved on to approval of the minutes.

MINUTES: The Commission reviewed the November 14, 2016 minutes. No changes were proposed and Mr. Balmer moved to approve the November 14, 2016 minutes as written; Mr. Boyd seconded the motion, which was passed by a voice vote of 7-0.

REGULAR AGENDA:

Z-45-16 Public hearing, review and action on the petition submitted by the City of Bloomington requesting approval of a text amendment to the City of Bloomington Zoning Ordinance amending Chapter 44, Section 3-2 “Definitions” and Section 7-2(C)(3)(B) “Location of Off Street Parking” to allow for the construction of a “parking pad” in the front yards of single and two family residential properties located up to 380 feet north of the intersection of Hershey Rd and Clearwater Rd, 380 feet south of the intersection of Hershey Rd and Arrowhead Dr, and 275 feet east and west of the Hershey Rd/Clearwater Rd and Hershey Rd/Arrowhead Dr intersections on Clearwater Rd and Arrowhead Dr.

Chairman Stanczak introduced the case and explained staff was requesting this item laid over until the next meeting. Mr. Scritchlow motioned to lay over item Z-45-16 until the next meeting. The motion was seconded by Mr. Pearson, which passed unanimously by a voice vote, 7-0.

Z-46-16 Public hearing, review and action on the petition submitted by American Apartments and Development, LLC requesting approval of the rezoning of the property located at the intersection of E. Lincoln Street and Four Seasons Rd, west of Four Seasons Road, north of E. Lincoln Street and south of the apartments on Willdrob Road, approximately 5.74 acres, from B-1 Highway Business District and C-1 Office District, to R-3B, Multifamily Residential District.

Chairman Stanczak introduced the case. Ms. Simpson presented staff's report and stated staff is recommending in favor of the rezoning. Ms. Simpson provided background on the property. She presented aerial photos and a zoning map, and she described the surrounding uses and zonings. She explained the petitioner plans to develop the subject property with 120 apartments to be built over three phases. She noted the R-3B zoning would be more compatible with the surrounding uses. Ms. Simpson described a number of surrounding amenities that complement the residential uses including access to the bus system, bike trails and major arterial streets. Ms. Simpson shared photos of the property and surrounding uses. Ms. Simpson explained the rezoning within the context of the Comprehensive Plan, noting that this site is a Tier 1 Infill Development Priority and aims at the goals of providing a high quality housing stock. She explained that in making their recommendation staff considered the R-3B rezoning standards from section 44.6-9 of the zoning ordinance. Ms. Simpson summarized the standards and stated staff's analysis concluded these standards were met.

Mr. Balmer clarified that the Commission was only reviewing the rezoning of this property at this time. Ms. Simpson explained that at the moment the property is currently business and commercial and the rezoning would clean up the dual zonings to be R-3B. Mr. Suess asked about the impacts of the housing units on the stop light at Four Seasons Road and Oakland Avenue.

Kevin Kothe, City Traffic Engineer, addressed the Commission. He explained that the stop light is coordinated with Veterans Parkway and at different times of the day the delay can seem longer. Mr. Balmer noted that this site has other means of egress in addition to Four Seasons Rd and Oakland Ave.

Mr. John Lovell, the property representative and petitioner, was sworn in. Chairman Stanczak introduced an email received prior to the meeting from Nancy McDonald at 915 Mayflower Ave. A copy of the email was marked as Exhibit A and is incorporated into the record for this case (attached to these minutes). Mr. Lovell addressed concerns outlined in the email. He stated that the development would help direct storm water runoff and mitigate flooding. He explained they are concerned about cut-through traffic and parking from patrons at neighboring businesses and they intend to include fencing to help secure the site. The fencing and landscaping will help to mitigate noise and traffic. Mr. Lovell described the design of the site and explained the "horse-shoe" shaped buildings will help with dumpster screening. He explained parking will be around the perimeter of the property.

Chairman Stanczak asked if the proposed on-site traffic configuration would help reduce cut-through traffic between East Lincoln Ave and Four Seasons Road. Mr. Lovelass explained the site would be designed to discourage cut-through traffic.

Stewart Waltner, 914 Parmon Road, was sworn in. Mr. Waltner stated he and the neighbors are concerned about cut-through pedestrian and vehicular traffic and water runoff. He referenced a recent HUD report and stated the neighbors have concerns about the economic demand for additional rental properties. They worry the units will be vacant. Mr. Waltner stated the petitioner has already addressed some of his concerns but he is also concerned about the impacts on the stop sign of Four Seasons Road and E. Lincoln Ave. Mr. Balmer asked if the backed-up traffic on Four Seasons Road and Lincoln Ave was related to the peak hours of State Farm and Four Seasons Health Clubs. Mr. Waltner confirmed that this appeared to be the case.

Mr. Balmer asked what information traffic studies have shown in regard to the potential development of this property. Mr. Kothe stated the Engineering Department has evaluated ingress and egress on E. Lincoln Ave. and Four Seasons Rd and did not have a lot of concerns about the number of additional trips generated by the development. He noted that the intersection has never appeared on their list of Top 20 crash sites, but it is possible there are accidents at this intersection. Mr. Scritchlow asked if it were possible to increase the property line drainage. Mr. Kothe explained that from preliminary conversations with the petitioners he knows they will be discharging storm water into city sewer system and providing storm water detention, but stated he cannot answer Mr. Scritchlow's question completely until the Engineering Department reviews a detailed site plan showing the property grade.

Amanda Parrish and Greg Maxwell, 915 Mayflower Ave, were sworn in. Ms. Parrish commented on the impact of the development on the residential areas. She expressed concerns about the water and her disfavor of living next to an apartment building. Mr. Maxwell stated he is concerned that the parking lot will be connected to the Benjamin Ln. He expressed concerns about the view shed of his back yard and the increased density resulting from development of the site. Ms. Parrish was concerned about safety and privacy.

Mr. Lovelass explained that they intend to contain water on site. He stated the apartments will be larger than what is in the market place currently and aimed at the higher end clientele of the market. Mr. Pearson asked the height of the building. Mr. Lovelass stated it will be three stories.

Mr. Scritchlow asked about the impacts of zoning on the screening requirements of the code. Ms. Simpson explained the change from commercial to residential zoning would reduce the transitional yard requirements but screening and fencing would still be necessary because the parking lot is adjacent to single and two family homes. Chairman Stanczak asked what specific types of fencing and screening are required. Ms. Simpson explained an opaque fence and dense trees such as evergreens are described in the code.

Mr. Dabareiner stated that it is difficult to address the specifics of the site at this moment since we do not have a site plan for the rezoning hearing. He reiterated that the rezoning is concerned with the potential uses and mentioned that the current permitted uses for the property, in the B-1 and C-1 districts, may be more objectionable than residential uses and apartment buildings. Ms. Simpson listed a few uses that are currently permitted like a gas station, taller office buildings, and fast food restaurants. Chairman Stanczak confirmed these uses would be allowed by right and no public hearings would be necessary. Mr. Balmer commented that the petition before the commission is for rezoning for a certain type of project. He explained that there has been some discussion about the specifics of the project. He encouraged those interested in the specifics to present their concerns during the site plan review process when we will have enough information about the project to address the concerns. Mr. Scitchlow asked if it were possible to maintain the transitional yard through this rezoning. Mr. Dabareiner explained that the intent of the transitional yard in the current ordinance is to distance incompatible uses. He explained that the current ordinance considers residential next to residential to be compatible, but mentioned Mr. Scritchlow's question could be addressed during the re-write of the ordinance.

Mike Kreun, 2105 Berrywood Ln, was sworn in. Mr. Kreun explained that he is representing Highland Properties, which owns buildings near the subject property. He stated that he is concerned about the demand for more residential development in Bloomington. Mr. Boyd questioned what the average square footage of the properties owned by Highland Properties in the surrounding area. Mr. Kreun responded that the properties range between 900 and 1000 square feet and are located within a block of the subject property. He explained they were built in 1980 but they purchased the properties and have fixed them up.

Chairman Stanczak closed the public hearing. Mr. Pearson motioned to approve a recommendation to the City Council in favor of the rezoning petition submitted by American Apartments and Development, LLC for the rezoning of 5.74 acres from B-1, Highway Business District and C-1, Office District to R-3B, Multifamily Residential District. Mr. Balmer seconded the motion.

Mr. Boyd explained that, while he appreciates the concerns of everyone that spoke at the hearing, this is a vacant lot which will eventually be developed and the commission is deciding if the use would be compatible with the area.

Mr. Suess stated that he agreed with Mr. Boyd's comment. He appreciates that there are developers investing in infill development and he feels the proposed residential will be a better solution for the area than the more intense business uses, such as a gas station.

The following votes were cast: Mr. Pearson—yes, Mr. Balmer—yes, Mr. Scritchlow—yes, Mr. Boyd—yes, Mr. Protzman—yes, Mr. Suess—yes, Chairman Stanczak—yes. Motion **approved** 7-0.

OLD BUSINESS:

Zoning Ordinance Update. Chairman Stanzcak asked if staff had any information about the zoning ordinance update. Mr. Dabareiner explained the consultants are working on a legal review of the existing ordinance and best practices nationally. They plan to return to the Planning Commission in January.

NEW BUSINSS

None

ADJOURNMENT: Mr. Balmer moved to adjourn; seconded by Mr. Scritchlow, which passed unanimously by voice vote. The meeting was adjourned at 4:48 pm.

Respectfully,

Katie Simpson
City Planner

From: macshopping <macshopping@comcast.net>
To: ksimpson@cityblm.org
Date: Wednesday, December 14, 2016 01:00PM
Subject: Rezoning Request -- Agenda Item B (Lincoln and Four Seasons Rd)

Hello Ms. Simpson,

I have just received our mail that we had held for the last several days while we were out of town. We are going to try to make it to the Planning Commission meeting this afternoon. However, my husband is still en route driving up from Southern Illinois

We live at 916 Mayflower Avenue. Just a heads up on some of our concerns. Perhaps they can be addressed as the rezoning request is considered this afternoon.

- One of our concerns will be how the property developers handle water retention and drainage that are an issue at the site. I've documented water accumulation and minor flooding (standing water) while we've lived on our property since 1994. Maybe those photos will be helpful to the site planners.
- We are interested in the privacy and sound buffers that would be put in place at the developer's expense (rather than ours).
- Also, we are interested in how traffic flow to and from the apartments would be handled
- and, where the garbage dumpsters would be placed. We can already hear the garbage trucks banging the dumpsters in the existing apartments early in the morning (before sunrise in many cases). I would hope that the garbage dumpsters would not be located right by our property and essentially in our back yard where our bedrooms face.

Thank you!

Nancy Macdonald
(Mrs. Laird Macdonald)
916 Mayflower Ave
Bloomington, IL 61701
macshopping@comcast.net

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

**CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
DECEMBER 14, 2016**

| CASE NUMBER | SUBJECT: | TYPE: | SUBMITTED BY: |
|--------------------|--|--------------|--------------------------------|
| Z-47-16 | 5.74 acres at intersection of E. Lincoln St and Four Seasons Rd. | Rezoning | Katie Simpson, City Planner |

REQUEST

A petition to rezoning 5.74 acres to R-3B, High Density Multifamily Residential District to construct 120 multifamily apartments.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements. Public notice was published in The Pantagraph on Tuesday, November 29, 2016.

GENERAL INFORMATION

Owner and Applicant: American Apartments and Development, LLC.

LEGAL DESCRIPTION: Lot 7, EXCEPT the East 400 feet of the South 325 feet thereof, in Ewing and Nobles Subdivision of 86 acres off the East side of the Northwest '14 of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, EXCEPT that part conveyed to the City of Bloomington by Warranty Deed's recorded September 15, 1980 as Document No. 80-9369 and recorded November 5, 1980 as Document No. 80-11911 and taken by Decree of Condemnation entered in the Circuit Court of McLean County, Illinois in Case 80ED3 on September 15 1981 as recorded October 8, 1981 as Document No. 81-9383 in McLean County, Illinois.

PROPERTY INFORMATION

Existing Zoning: B-1 Highway Business District and C-1, Office District
 Existing Land Use: Vacant Land
 Property Size: approximately 5.74 acres
 PIN: 21-11-176-032

Surrounding Zoning and Land Uses

Zoning

North: R-3B, Multifamily Residential
 South: R-3B, Multifamily Residential
 South: B-1, Highway Business District
 East: B-1 Highway Business District
 West: R-1C, Single family residential
 West: R-3A & R-3B, multifamily residential

Land Uses

Apartments
 Senior living facility
 Offices
 Vacant, Health Club
 Single Family homes
 Duplexes and Apartments

BACKGROUND

Project Description

The subject property located near the intersection of E. Lincoln Street and Four Seasons Road is bounded to the north by the apartments located on Willedrob Road, to the east by Four Seasons Road and to the south by E. Lincoln Street. The property was annexed into the City in 1977. It was rezoned to R-3B and C-1 around 1978. In 1999 the northern portion of the property was rezoned from R-3B to B-1. Most recently it was used by Owens Nursery as a tree nursery.

The petitioner intends to develop this land for multifamily residential, a use compatible with the surrounding area and consistent with the Comprehensive Plan. The petitioner proposes to construct 120 apartments over three development phases. The first phase would consist approximately 30 apartments. This property is located within walking distance of a grocery store, laundry mat, and pharmacy. Additionally a bus stop is located in close proximity to the site.

A special use permit for apartments and transitional yard restrictions would be required if the property were to retain its business and commercial zoning districts. Rezoning the property to R-3B encourages the desired residential use for this area.

The intent of the R-3B district is to highly concentrated multiple-family residential development. The district provides for more intense land usage where lower density development is neither appropriate nor economical. The R-3B district has the following bulk requirements for multifamily developments:

- Max Floor Area: 80%
- Front yard setbacks: 20 ft
- Rear yard setbacks: 25 ft
- Side yard setbacks: 9 ft or 1/3 height if greater than 2 1/2 stories.
- Transitional side yards required for property abutting R-1C districts: 10 ft

Compliance with the Comprehensive Plan

The parcel is a Tier 1 Infill Development Priority and is currently undeveloped. The Comprehensive Plan’s Future Growth and Land Use map identifies this area as high density residential. The proposed development also aligns with the goal of ensuring the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington.

ANALYSIS

FINDINGS OF FACT

In making its legislative determination to zone or rezone property to a R-3B High Density Multifamily Residential District zoning classification, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration:

1. *The availability of permanent open spaces including public parks, golf courses, schools and similar such uses in proximity to the subject property; Oakland Elementary School and Holy Trinity Elementary School are located within close proximity to the site. Holiday Park is about a half mile to the west of the site. As with residential*

developments, the petitioner will provide on-site park dedication or pay a fee-in-lieu. The standard is met, accepting the parkland dedication requirements are met.

2. *The relationship between the subject property to the various aspects of the City's transportation system including pedestrian ways, bicycle paths, major and collector streets and public transit;* the site is served by a bus stop located along Four Season's Road. E Lincoln Street and Four Seasons Road are designed as collector streets and connect to Oakland Avenue and Veteran's Parkway, two arterial roads. Both Lincoln Street and Four Seasons Road are also future complete streets and will provide bicycle connectivity to the constitution trail in the future. The standard is met.
3. *The distance the subject property is from primary service facilities and activity centers including schools commercial centers, cultural nodes and places of employment;* Grocery stores, office buildings, pharmacies, schools and churches already exist in the area and can serve the future residents of the proposed development. The standard is met.
4. *The adequacy of public services including schools, police and fire protection and solid waste collection serving the property and the impact the proposal would have upon these areas;* Police and fire stations are located within a mile of the site. Public services are adequate for the proposed development. The standard is met.
5. *The capacity of existing and proposed community facilities and utilities including water and sewer systems to serve the permitted uses which might lawfully occur on the property so zoned;* Water mains and sewer service exist along Four Seasons Road and E. Lincoln Street. The developer is responsible for providing on-site detention for the subject property and coordinating with the City Engineering and Water Departments regarding connection to utilities. The standard is met.
6. *The potential impact existing or permitted uses in the vicinity would have upon the residential use and the impact the proposal would have upon these surrounding areas;* the surrounding area is developed with a mix of single family, two family and multifamily residences. The proposed development is compatible and would be adjacent to other multiple family developments. The proposed height of the development is equal to neighboring sites. The development will have an impact as it involves increasing the existing density, however this impact would likely be less than if the property were developed for a business use which would experience more frequent foot and vehicular traffic, and less off-peak travel. The standard is met.
7. *The extent to which the permitted uses still promote balanced growth in the community and will be consistent with the City's goals for equal housing opportunity and a variety of housing types;* The R-3B district contemplates a variety of housing styles including townhomes, apartments, duplexes and single family homes. Additionally it allows for a number of complementary, lower impact commercial uses (such as offices, grocery store, day care facility) with a special use permit. The zoning district will encourage infill residential development and still provide flexibility regarding non-residential uses. The standards are met.

8. *The impact the permitted uses would have upon the environment including noise, air and water pollution;* the land is currently vacant. Any development on this site will result in increased noise and air pollution due to increased foot and vehicular traffic. The developer can mitigate environmental impacts by providing adequate landscaping and fencing, which will also add to the appeal of the apartment complex, and directing lighting down and away from neighboring residential districts. The standard is met.
9. *The impact any natural disasters, including flooding, would have upon the permitted uses;* the petitioner is required to coordinate with the Engineering Department to provide on-site detention and mitigate flood routes. The standard is met.
10. *The conformance of the proposal to the Official Comprehensive Plan and Official Map.* The subject property is a Tier 1 Priority infill development site which has remained vacant for multiple decades. The property is located near multiple amenities and traffic connections. The standard is met.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission pass a motion recommending City Council approve the petition submitted by American Apartments and Development, LLC requesting the rezoning of approximately 5.74 acres located at the intersection of E. Lincoln Street and Four Seasons Road, south of the apartments on Willdrob Road, west of Four Seasons Road and north of E. Lincoln Street from B-1, Highway Business District and C-1, Office District to R-3B Multifamily Residential District.

Respectfully submitted,

Katie Simpson
City Planner

Attachments:

1. Ordinance
2. Exhibit A-Legal Description
3. Petition
4. Aerial View
5. Zoning Map
6. List of permitted uses in R-3B District
7. Neighborhood Notice List
8. Neighborhood Notice Location and Buffer Map



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: January 9, 2017

SUBJECT: Consideration of an Ordinance approving the Assignment of Payments for the Redevelopment Agreement between the City of Bloomington and Milan Hotels (Magnus Hotels LLC) for its proposed acquisition and redevelopment of the Baymont Inn & Suites at 604 ½ IAA Drive.

RECOMMENDATION/MOTION: That an Ordinance approving an Assignment of Payments for the Redevelopment Agreement between the City of Bloomington and Magnus Hotels LLC be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND & OVERVIEW: On October 24, 2016, the City Council approved Ordinance 2016-117 which authorized the City to enter into a Redevelopment Agreement with Milan Hotels (Magnus Hotels LLC) to support the redevelopment of the Baymont Inn & Suites 604 ½ IAA Drive into a 96 room “Best Western Plus” hotel (Ordinance 2016-117 and the Redevelopment Agreement are attached). The subject property is located in the Empire Street Corridor TIF District. The approved Redevelopment Agreement called for the rebating of a portion of the new property tax increment created as a result of Milan’s improvements to the property along with the rebating of a portion of the Hotel / Motel Taxes generated by Milan’s operation of the renovated hotel.

Since the approval of the redevelopment agreement, Milan Hotels has proceeded with its effort to acquire the subject property and has retained an architect to draft plans for the renovation of the hotel to meet the standards specified by Best Western Hotels & Resorts to achieve the “Best Western Plus” designation (an early draft of the architect’s plans are attached).

The redevelopment agreement required Milan Hotels to acquire the subject property on or before December 31, 2016, however, at the request of Milan’s lender, the closing has been delayed. Representatives of Milan Hotels have been in frequent communication with City Staff to provide updates on the status of the project and the closing, therefore City Staff and Attorney Kathy Field

Orr, Special City Legal Counsel, are comfortable in exercising the flexibility provided under the Redevelopment Agreement to allow Milan additional time to close of the subject property.

Morton Community Bank, the lender supporting Milan Hotels acquisition of the subject property, has requested that the City's payment of TIF and Hotel / Motel tax rebates be assigned directly to the bank as a condition of proceeding with the closing of the transaction which is now scheduled for January 17, 2016. The potential to assign the payments is a provision outlined in the Redevelopment Agreement, subject to City Council approval (Section 11 of the Redevelopment Agreement). The assignment of incentive payments is a common occurrence as it aids in the attraction of bank financing to redevelopment projects. Staff discussed the possibility of an assignment of the incentive payments with representatives of Milan Hotels and Morton Community Bank, early on in discussions about the proposed project, therefore Staff supports the request by both Milan Hotels and Morton Community Bank for the requested assignment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Appropriate City staff members have provided input on the proposed assignment of the incentive payments and are supportive.

FINANCIAL IMPACT: The proposed assignment of the incentive payments has no impact on the terms of the Redevelopment Agreement which has already been approved by the City Council. Additional details about the terms of the Redevelopment Agreement are contained in the City Council packet for October 24, 2016 meeting.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Tom Dabareiner AICP, Community Development Director

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

Legal review by: Kathleen Field Orr, Counsel for Economic Development

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance 2016-117 and Redevelopment Agreement between the City and Magnus Hotels LLC – Approved October 24, 2015
- Ordinance Approving the Assignment of Payments
- Assignment of Payments
- Rendering of the proposed Best Western Plus

CITY OF BLOOMINGTON

2016-117

**ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AND
MAGNUS HOTELS LLC**

**Adopted by the City Council
Of the City of Bloomington
on October 24, 2016**

Published in pamphlet form by authority of the City Council of the
City of Bloomington, McLean County, Illinois, on October 25, 2016.

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

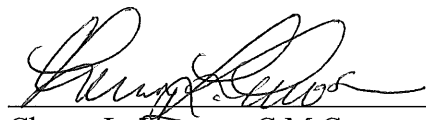
CERTIFICATE

I, Cherry L. Lawson, certify that I am the duly appointed and qualified municipal clerk of the City of Bloomington, County of McLean, Illinois.

I further certify that on the Corporate Authorities of the above municipality passed and approved Ordinance No. 2016-117 Ordinance Approving A Redevelopment Agreement By And Between the City of Bloomington, McLean County, Illinois and Magnus Hotels LLC, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of this Ordinance, including the Ordinance and cover sheet thereof, was prepared, and a copy of the Ordinance was posted in the municipal building, commencing on October 25, 2016, and continuing for at least ten days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Bloomington, Illinois, on 10/25/2016.



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

Ordinance No. 117

ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AND MAGNUS HOTELS LLC

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

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

WHEREAS, pursuant to their powers and in accordance with the requirements of the TIF Act, the Corporate Authorities of the City pursuant to Ordinance Nos. 2016-08, 2016-09, and 2016-10, respectively, adopted by the Corporate Authorities on February 22, 2016, approved a redevelopment plan and project (the “*Redevelopment Plan*”), setting forth a plan for the development, redevelopment and revitalization of a redevelopment project area; designated a redevelopment project area known as the Empire Street Corridor Redevelopment Project Area (the “*Project Area*”); and, adopted tax increment financing for the Redevelopment Project Area; and,

WHEREAS, the Project Area includes a certain parcel of real estate improved with a 103 room hotel d/b/a Baymont Inn located at 604½ IAA Drive in the City which property is legally described on *Exhibit A* (the “*Subject Property*”); and,

WHEREAS, Magnus Hotels LLC (the “*Developer*”) has advised the City that it is prepared to acquire the Subject Property to redevelop and transform the Baymont Inn into a Best Western Plus Hotel, as hereinafter described, at a cost of approximately \$5,875,000 including \$2,500,000 in acquisition costs, \$2,700,000 estimated for renovation costs and \$675,000 in financing and other costs (the “*Project*”), however, the Developer has also informed the City that its ability to proceed with the acquisition and renovation of the Subject Property shall require financial assistance from the City for certain costs to be incurred to acquire, construct and complete the Project; and,

WHEREAS, given the current deteriorated condition of the Subject Property and in order to induce the Developer to undertake the Project, the Corporate Authorities have determined that it is in the best interests of the City, and the health, safety, and welfare of the residents of the City, for the City to reimburse the Developer for certain eligible redevelopment project costs; and,

WHEREAS, the Corporate Authorities have determined that the Project to be undertaken by the Developer will be in furtherance of the Redevelopment Plan, thereby providing economic development and commercial business opportunities within the City, enhancing the tax base of the City and other taxing districts, and adding to the welfare and prosperity of the City and its inhabitants.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois that the Redevelopment Agreement by and between the City of Bloomington, McLean County, Illinois and Magnus Hotels LLC, as attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to

execute and deliver said Agreement and to undertake any and all actions as may be required to implement its terms.

This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

PASSED this 24th day of October, 2016.

APPROVED:



Mayor

AYES: 9

NAYS: 0

ABSENT: 0

Attest:


City Clerk

REDEVELOPMENT AGREEMENT
by and between
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
and
MAGNUS HOTELS LLC
(Best Western Plus Hotel)

THIS REDEVELOPMENT AGREEMENT is entered into this 24th day of October 2016, by and between the City of Bloomington, McLean County, Illinois, an Illinois municipal corporation (the “*City*”), and Magnus Hotels LLC, an Illinois limited liability company (the “*Developer*”).

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6a) of the 1970 Constitution of the State of Illinois and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”) have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business and housing in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating

buildings, and deteriorating site improvements, which factors, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*") and the City's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within the City's municipal limits in which existing conditions permit such areas to be classified as a "blighted area" or a "conservation area" as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, on August 24, 2015, the Corporate Authorities authorized Peckham Guyton Alberts & Viets ("*PGAV*") to conduct a feasibility study of certain properties within the corporate boundaries of the City in order to determine the eligibility of a specific area for designation as a "redevelopment project area" (the "*Project Area*") pursuant to the provisions of the TIF Act and as a result of that said feasibility study determined that the Project Area qualified as a "conservation area" under the TIF Act; and,

WHEREAS, on February 22, 2016, the Corporate Authorities passed Ordinance Nos. 2016-08, 2016-09 and 2016-10 approving a redevelopment plan for the Project Area; designating the Project Area as the "Empire Street Corridor Redevelopment Project Area"; and, adopting the TIF Act as applicable to the Project Area; and,

WHEREAS, the Project Area includes a certain parcel of real estate improved with a 103 room hotel d/b/a Baymont Inn located at 604½ Iaa Drive in the City which property is legally described on *Exhibit A* (the "*Subject Property*"); and,

WHEREAS, the Developer has advised the City that it is prepared to acquire the Subject Property to redevelop and transform the Baymont Inn into a Best Western Plus Hotel, as hereinafter described, at a cost of approximately \$5,875,000 including \$2,500,000 in acquisition costs, \$2,700,000 estimated for renovation costs and \$675,000 in financing and other costs (the “*Project*”), however, the Developer has also informed the City that its ability to proceed with the acquisition and renovation of the Subject Property shall require financial assistance from the City for certain costs to be incurred to acquire, construct and complete the Project; and,

WHEREAS, the Developer is prepared to make commitments to the City regarding the renovation and redevelopment of the Subject Property as hereinafter set forth and upon satisfaction of such commitments, the City is prepared to reimburse the Developer for certain costs incurred in connection with the Project from revenues available to the City as authorized by the TIF Act as well as a portion of incremental hotel/motel taxes to be generated by the operation of a renovated hotel at the Subject Property, all as hereinafter set forth; and,

WHEREAS, given the current deteriorated condition of the Subject Property, the Corporate Authorities believe that its renovation and redevelopment is in the best interest of the City and the health, welfare and prosperity of its residents.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as if restated in this Section.

Section 2. General Conditions for Financial Assistance.

It is understood and agreed by the parties hereto that the commitments by the City as set forth in this Agreement are contingent upon the following:

A. That the Subject Property is renovated and remodeled in accordance with the standards outlined in Best Western Hotels & Resorts' New Construction & Conversions Design Guidelines revised February 2016 ("*Best Western Design Guidelines*"); and, at the completion of the Project, Best Western Hotels & Resorts shall designate the Subject Property a "Best Western Plus".

B. That reimbursement by the City to the Developer shall be in an amount not to exceed the lesser of (i) 11.5% of the total costs of the Project; or (ii) \$675,000 of the "redevelopment project costs" as defined in the TIF Act ("*Redevelopment Project Costs*").

C. That the source of revenue for reimbursement by the City of Redevelopment Project Costs shall be limited to the Hotel/Motel Tax and incremental property taxes generated by the Subject Property, only to the extent those revenues materialize, and shall be rebated on a "pay as you go" basis for a maximum period of ten (10) years. The ten-year period of the incentive shall commence upon the awarding of a certificate of occupancy by the City's Community Development Department.

Section 3. Obligations of the Developer.

A. On or before December 31, 2016, the Developer shall have acquired the Subject Property and deliver to the City for its approval, such plans for the redevelopment and renovation of the Subject Property as deemed sufficient to meet the Best Western Design Guidelines.

B. On or before June 30, 2017, the Developer shall have commenced construction of the Project in accordance with the plans as approved by the City and on or before December 31,

2017; have completed the Project in accordance with the approved plans, all applicable City Codes and the laws of the State of Illinois; and, have been issued a certificate of occupancy by the City to commence operation of a Best Western Plus Hotel.

C. On or before December 31, 2017, the Developer shall provide the City with its certification and authorization from Best Western International, Inc., to operate a Best Western Plus Hotel at the Subject Property.

D. The Developer agrees to commence operation of a Best Western Plus Hotel on or before March 31, 2018, and to deliver to the City an itemized list of all costs incurred in connection with the Project, accompanied by such receipts, contracts, invoices, lien waivers and such other documents as necessary to evidence the total costs actually expended by the Developer for the acquisition, construction and completion of the Project (the “*Project Costs*”).

E. The Developer covenants and agrees to maintain the Subject Property in accordance with all applicable City Codes and laws of the State of Illinois and to pay, when due, all fees, taxes, fines, or other amounts due to the City pursuant to its ordinances and City Code, due to the County, the State of Illinois or the United States.

F. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the “*Prevailing Wage Act*”), as may be required.

G. At all times during the term of this Agreement, the Developer covenants and agrees to comply with all applicable ordinance, permits, licenses and regulations of the City and all applicable laws of the State of Illinois and the Federal government.

H. The Developer shall pay any and all delinquent and outstanding real estate taxes on the Subject Property and all outstanding and unpaid “Hotel/Motel Tax”, as hereinafter defined, from hotel operations of the Baymont Inn at the Subject Property.

Section 4. City's Obligations.

A. Upon receipt of an itemized list of the Project Costs, the City shall calculate the amount to be reimbursed to the Developer, said amount being the lesser of 11.5% of the total Project Costs or \$675,000 (the "*Reimbursable Amount*"), but only for such costs as are eligible Redevelopment Project Costs as defined by the TIF Act.

B. Upon satisfaction of all of the obligations of the Developer as hereinabove set forth in Section 3 and for so long as no notice of default has been issued to the Developer and remains outstanding pursuant to Section 7 hereof, the City agrees to reimburse the Developer for Redevelopment Project Costs as defined in the TIF Act in an amount not to exceed the Reimbursable Amount from the following sources:

- (i) Seventy-Five Percent (75%) of the Incremental Taxes, as hereinafter defined as a result of the adoption of the TIF Act as applicable to the Subject Property; and,
- (ii) One Hundred Percent (100%) of the six percent (6%) Tax Upon the Use and Privilege of Renting a Hotel or Motel Room, as imposed by Chapter 39, Article VIII, Sections 25 through 31 of the Bloomington City Code (the "*Hotel/Motel Tax*"), for a period of three (3) years commencing upon the issuance of a certificate of occupancy for the Subject Property; then seventy-five percent (75%) of the Hotel/Motel Tax for the following twenty-four (24) months; and finally, fifty percent (50%) of the Hotel/Motel Tax for an additional sixty (60) months or less if the Reimbursable Amount has been paid.

For purposes of this Agreement "Incremental Taxes" shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value of the Subject Property and its improvements over the initial equalized value of the Subject Property.

Section 5. Pledged Funds.

A. The City has established a special tax allocation fund for the Project Area, as required by the TIF Act (the “*STAF*”) into which the City shall deposit Incremental Taxes as received from the Project Area as a result of the adoption of the TIF Act.

B. On December 1 of each year [or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes], seventy-five percent (75%) of the Incremental Taxes received by it with respect to the Subject Property shall be transferred and deposited into the Best Western Plus Hotel Subaccount of the *STAF* (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used solely to reimburse the Developer for approved Reimbursable Project Costs in accordance with this Agreement.

C. Each month during the term of this Agreement, the City shall deposit the Hotel/Motel Tax remitted by the Developer into the Best Western Sub-Account to use to reimburse the Developer for Redevelopment Project Costs in accordance with the limitations hereinabove set forth.

D. The deposits into the Best Western Plus Hotel Sub-Account as hereinabove directed, shall be collectively hereinafter referred to as “Pledged Funds”.

Section 6. Procedures for and Application of Reimbursement to the Developer.

(a) The Developer shall advance all funds and all costs necessary to construct and complete the Project.

(b) So long as no notice of default has been issued and such default has not been cured on the condition that the Developer had submitted to the City an itemization of all costs incurred in connection with the Project pursuant to Section 3(c) hereof the City shall reimburse

the Developer for Redevelopment Project Costs on or before December 15 each year during the term of this Agreement from all Pledged Funds deposited in the Best Western Hotel Sub-Account since the prior date of reimbursement to the Developer until the earlier of: (i) payment in full of the Reimbursable Amount; or, (ii) the tenth (10th) anniversary of the date the certificate of occupancy is issued for the Subject Property.

Section 7. Remedies – Liability.

A. If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. A default not cured as provided above shall constitute a breach of this Agreement, unless the City grants the Developer additional time to accomplish the cure. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer

insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. A default not cured shall constitute a breach of this Agreement.

D. Any failure or delay by the City or the Developer in asserting any of their respective rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies either of them may have as a result of such default or breach.

E. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents,

attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 8. Term.

Unless earlier terminated pursuant to Section 7, the term of this Agreement shall commence on the date of execution and end upon the earlier of payment in full of the Reimbursable Amount to the Developer as provided in Section 4 B. or the tenth (10th) anniversary of the issuance of a certificate of occupancy for the Subject Property.

Section 9. Verification of Tax Increment.

The Developer shall use its best efforts to cooperate with the City in obtaining copies of all real estate tax bills for the Subject Property bills payable in 2016, and paid in each subsequent year during the term of this Agreement for the Subject Property.

Section 10. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages,

accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure.

Section 11. Assignment.

This Agreement, title to Subject Property or change of the management company of the Best Western Plus Hotel may not be assigned by the Developer without the prior written consent of the City.

Section 12. Developer's Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor,

subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 13. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Section 14. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 15. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer,

agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer : Nish Jobalia
Magnus Hotels LLC
604 ½ IAA Drive
Bloomington, Illinois 61701

With a copy to:

To the City : City Manager
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61702

With a copy to : Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 964
Chicago, Illinois 60604

Corporation Counsel
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61702

Section 16. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 17. No Joint Venture, Agency or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 18. No Discrimination – Construction.

The Developer for itself and its successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Section 19. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties with the adoption of any ordinance or resolution of the City approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

Section 20. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

City of Bloomington, McLean County, an Illinois municipal corporation

By: Tarin Ramsey
Mayor

Attest:

[Signature]
City Clerk

Magnus Hotels LLC, an Illinois limited liability company

By: [Signature]
President

Attest:

Secretary

Exhibit A

Legal Description of Subject Property

LOTS 1 AND 2 IN MORAN SUBDIVISION TO THE CITY OF BLOOMINGTON,
ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1, 1973 AS NO. 73-
1955 IN MCLEAN COUNTY, ILLINOIS.

[PIN: 14-35-377-025; ADDRESS: 604 1/2 IAA Dr., BLOOMINGTON, IL 61701]

Ordinance No. _____

**ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
APPROVING THE ASSIGNMENT OF PAYMENTS DUE TO A
REDEVELOPMENT AGREEMENT**

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

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “TIF Act”) and the City’s authority and powers as a home rule unit, the Mayor and City Council (collectively, the “Corporate Authorities”) and Magnus Hotels, LLC, an Illinois limited liability company (the “Borrower”) entered into a certain Redevelopment Agreement dated as of October 24, 2016 (the “TIF Agreement”) wherein the Borrower agreed to acquire and develop real property commonly known as 604 ½ IAA Drive, Bloomington, Illinois (the “Real Estate”) located within an area designated by the City as a “redevelopment project area” under the TIF Act; and,

WHEREAS, in order to procure financing to proceed with the acquisition and development of the Real Estate, Morton Community Bank, an Illinois bank (the “Bank”) has requested an assignment of all amounts to be paid to the Borrower pursuant to the TIF Agreement as additional collateral for the financing being offered to the Borrower; and,

WHEREAS, the City believes that the proposal of the Borrower to acquire the Real Estate for redevelopment is in the best interests of the City and therefore is prepared to approve an assignment of all payments due to the Borrower under the TIF Agreement as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, that the Assignment of Payments by and between Magnus Hotels, LLC, an Illinois limited liability company and Morton Community Bank, an Illinois Bank in the form attached hereto is hereby approved and accepted as set forth therein.

This Ordinance shall be in full force and effect immediately upon its passage by the Mayor and City Council and approval as provided by law.

ADOPTED this ____ day of _____, 2017, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Mayor

Attest:

City Clerk

ASSIGNMENT OF PAYMENTS

THIS ASSIGNMENT OF PAYMENTS (the “*Assignment*”) by Magnus Hotels, LLC, an Illinois limited liability company (the “*Borrower*”) to Morton Community Bank, an Illinois bank (the “*Bank*”), is dated as of January _____, 2017; and,

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

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”) and the City’s authority and powers as a home rule unit, the Mayor and City Council (collectively, the “*Corporate Authorities*”) and the Borrower entered into a certain Redevelopment Agreement dated as of October 24, 2016 (the “*TIF Agreement*”) wherein the Borrower agreed to acquire and develop real property commonly known as 604 ½ IAA Drive, Bloomington, Illinois (the “*Real Estate*”) located within an area designed by the City as a “redevelopment project area” under the TIF Act; and,

WHEREAS, the Borrower has committed to acquire and redevelop the Real Estate by transforming the existing hotel into a Best Western Plus Hotel (the “*Project*”); and,

WHEREAS, the Bank intends to loan up to four million dollars (\$4,000,000.00) to Borrower (the “*Loan*”) pursuant to a certain Promissory Note dated January ____, 2017 (the “*Note*”) and a certain Loan Agreement dated January ____, 2017 (the “*Loan Agreement*”) to finance the acquisition of the Real Estate and to construct the Project in accordance with the terms and conditions set forth in the TIF Agreement; and,

WHEREAS, the TIF Agreement provides that the City shall reimburse the Borrower for certain redevelopment costs incurred in connection with the Project (the “*TIF Payments*”) because the City had determined that it is in its best interest that the Loan be made to the Borrower to finance the Project; and,

WHEREAS, a condition of Bank making the Loan requires Borrower to assign Borrower’s right to receive the TIF Payments to the Bank and to collaterally assign the TIF Agreement.

NOW THEREFORE, BE IT ORDAINED with reference to the above recitals, and in reliance thereon, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Borrower hereby grants a security interest in and sells, assigns, transfers, sets over, pledges and delivers unto Bank and its successors and assigns, all of the right, title and interest of Borrower in any and all amounts due Borrower under the TIF Agreement, including but not limited to the TIF Payments to be paid by the City to Borrower to secure the due and punctual payment and performance of the Loan.

Section 2. Borrower shall direct the City, until termination of this Assignment, to make all TIF Payments payable to Bank, when and as due, and shall further direct the City to send all TIF Payments directly to Bank at the following address, or such other address Bank hereafter gives to City:

Morton Community Bank
721 West Jackson Street
Morton, Illinois 61550

TIF Payments received by Bank shall be applied in accordance with the Loan Agreement.

Section 3. Additionally the Borrower hereby further grants, transfers, assigns, and sets over to Bank all Borrower's other right, title and interest in and to the TIF Agreement for the purpose of securing the Loan.

Section 4. The Borrower acknowledges that the TIF Agreement is in full force and effect.

Section 5. All rights of Bank expressed hereunder are in addition to all other rights and remedies possessed by Bank. No delay on the part of Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action of Bank permitted hereunder shall impair or affect the rights of Bank in and to the TIF Payments.

Section 6. This Assignment shall terminate upon payment to the Bank of all TIF Payments due to the Borrower from the City under the TIF Agreement.

Section 7. Bank shall have no obligation or liability under the TIF Agreement by reason of or arising out of this Assignment, nor shall Bank be required or obligated in any manner to perform or fulfill any of the obligations of Borrower under or pursuant to the Agreement, or to make any payment, to make any inquiry as to the nature of sufficiency of any payment received by them, to present or file any claim, or to take any action to collect or enforce the payment of any amounts which may have been assigned to them or to which it may be entitled at any time or times. The TIF Payments are assigned and transferred to Bank as collateral security only and, accordingly, Bank by their acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Borrower or to the creditors or beneficiaries of Borrower whether provided for by the terms of any agreements, arising by operation of law, or

otherwise, Borrower hereby acknowledging and agreeing that, with respect to all such liability, Borrower are and remain liable to the same extent as though this Assignment had not been made.

Section 8. Borrower authorizes the filing of any financing statements and agrees to execute such other documents as may be required by Bank to perfect the security interests granted herein.

Section 9. Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated orally nor may be the TIF Payments be released, except by an instrument in writing duly signed by or on behalf of Bank.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

MORTON COMMUNITY BANK

By: _____
Its: _____

MAGNUS HOTELS, LLC

By: _____
Nishith Jobalia, President

Agreement and Acceptance by the City:

The Corporate Authorities and hereby approve to the foregoing Assignment as required by the TIF Agreement subject to the following conditions:

- (1) The Borrower agrees that the foregoing Assignment does not in any way limit, amend or discharge the Borrower from any of its obligations under the TIF Agreement;
- (2) That the City's obligation to make the TIF Payments to the Borrower as hereinabove assigned to the Bank is subject to the terms of the TIF Agreement; and,
- (3) This Assignment shall terminate upon the termination of the TIF Agreement whether by default or payment of all amounts due to the Borrower thereunder.

The City further agrees to make TIF Payments to the Bank as hereinabove directed and to provide the Bank with a copy of all notices to the Borrower as may be required under the TIF Agreement.

City of Bloomington, McLean County, an Illinois
municipal corporation

By: _____
Mayor

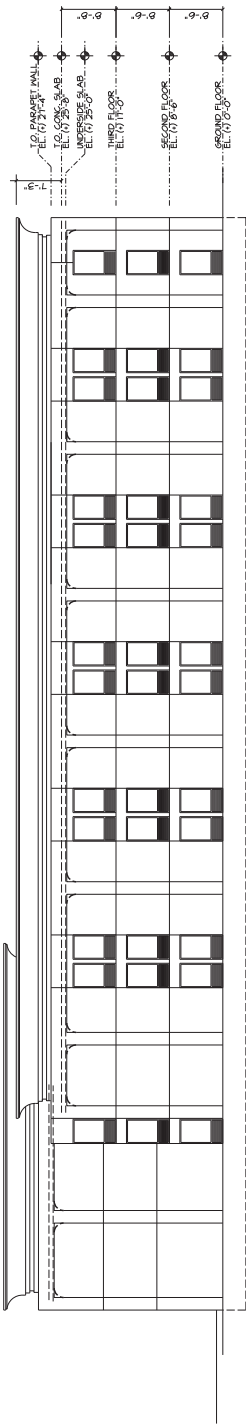
Attest:

City Clerk

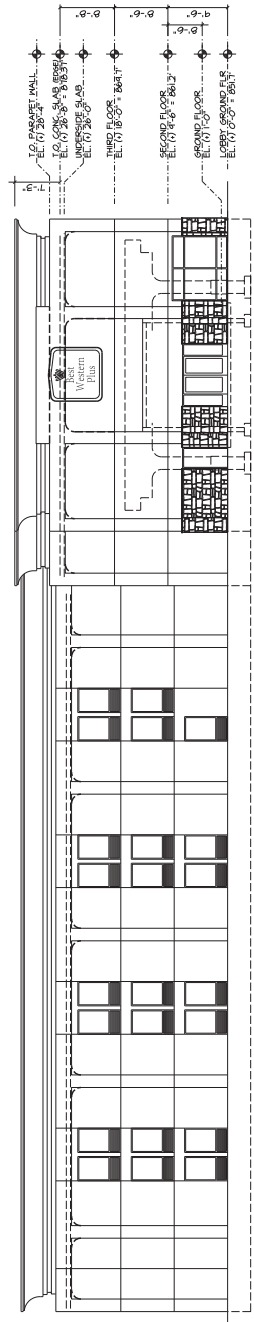
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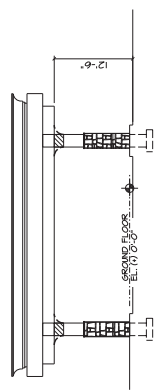
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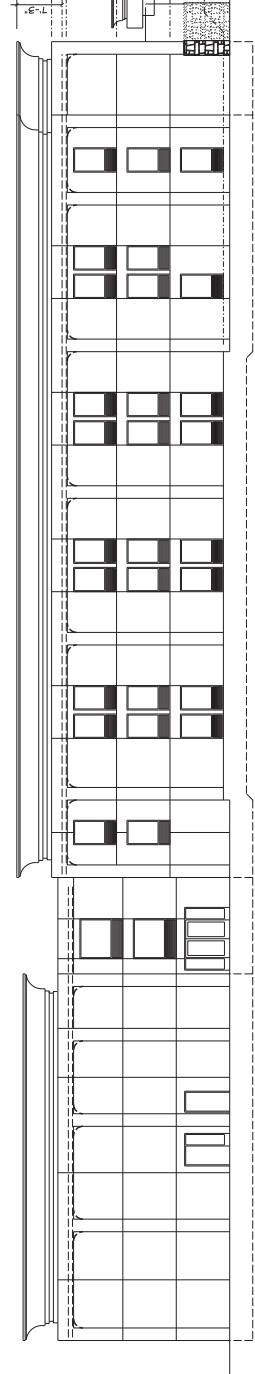
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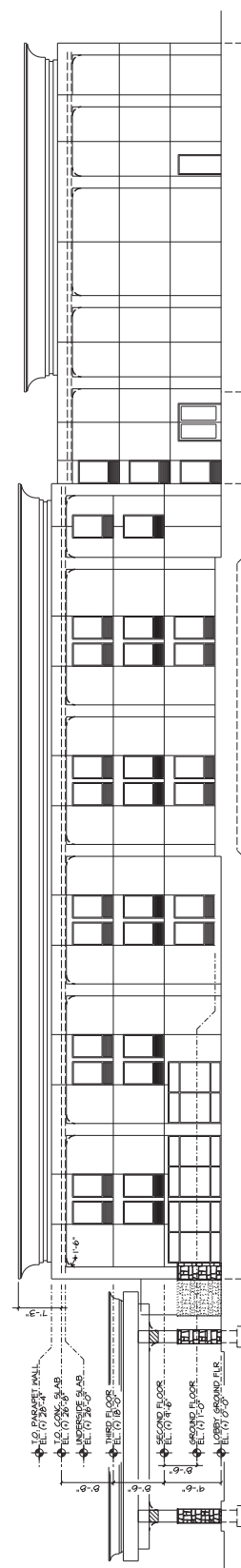
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CONSENT AGENDA ITEM: 7G

FOR COUNCIL: January 9, 2017

SUBJECT: Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception on June 17, 2017.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception on June 17, 2017, at the Davis Lodge be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On December 13, 2016, Bloomington Liquor Commissioner, Tari Renner, called a hearing to order to hear the request of Aaron Johnson & Mallory Bossingham to allow moderate consumption of alcohol at their June 17, 2017, wedding reception to be held at the Davis Lodge.

Present were: Tari Renner, Commissioner; George Boyle, Asst. Corporation Counsel; and Cherry L. Lawson, City Clerk.

Mallory Bossingham, addressed the Commissioner. Ms. Bossingham stated that Hy-Vee would cater the reception. Beer and wine only would be served. Approximately 125 guests were anticipated.

Commissioner Renner stated that the request would appear on the January 9, 2017 Council Agenda.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the December 13, 2016 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

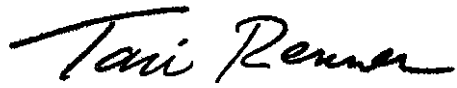
Prepared by: Renee Gooderham, Chief Deputy Clerk

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

Reviewed by:

George Boyle, Assistant Corporation Counsel

Recommended by:

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

Tari Renner
Mayor

Attachments:

- Ordinance
- Letter of Request

ORDINANCE NO. 2017 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON JUNE 17, 2017 AT DAVIS LODGE

WHEREAS, Aaron Johnson & Mallory Bossingham are planning to hold their wedding reception on June 17, 2017, from 5:00 p.m. to 10:00 p.m at Davis Lodge; and

WHEREAS, Aaron Johnson & Mallory Bossingham have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge, for the wedding reception on June 17, 2017 from 5:00 pm to 10:00 pm at Davis Lodge.

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

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

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

PASSED this 9th of January, 2017.

APPROVED this ____ day of January, 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel

From: Mallory Bossingham <
To: "acoffey@cityblm.org" <acoffey@cityblm.org>

Date: Monday, December 05, 2016 01:58PM
Subject: Hi There!

History: ✦ This message has been replied to.

Thank you for the information!

We are booked at the Davis Lodge for our June 17, 2017 wedding.

Bride is myself, Mallory Bossingham.

Groom is my fiancé, Aaron Johnson.

Our wedding and reception are both at the Davis Lodge, so a wedding reception is why we're requesting the approval for alcohol.

We are looking to have a 125 guests.

The reception should start at 5pm and end at 10pm.

We are using Hyvee for our catering and alcohol needs.

Thank you! ☺ Please let me know if you need anything else.

Mallory Bossingham

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



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: January 9, 2017

SUBJECT: Consideration of Ordinance Approving a Lease and Intergovernmental Agreement with Bloomington Normal Airport Authority

RECOMMENDATION/MOTION: That an Ordinance be adopted; the Lease and Intergovernmental Agreement with the Bloomington Normal Airport Authority be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: In 1995, the City of Bloomington (“City”) entered into a Twenty year Intergovernmental Fire Station Maintenance and Operating Agreement (“1995 Agreement”) with the regional airport authority now known as the Bloomington-Normal Regional Airport Authority (“BNAA”). The 1995 Agreement was extended in February of 2015. In the 1995 Agreement, the City agrees to provide airport rescue and firefighting services to BNAA. In exchange, the City is permitted to occupy the improvements on the BNAA real property commonly referred to as Station No. 3 and Station No. 6. The 1995 Agreement also provided for training cost and maintenance of equipment. All City services are to be provided in accordance with Federal Aviation Administration requirements as set forth in CFR part 139 and the FAA Airport Certification Manual.

The 1995 Agreement expired on March 1, 2016 but the City and BNAA continue to operate pursuant to the terms of the 1995 Agreement. The proposal is to replace the 1995 Agreement with a new Intergovernmental Agreement concerning Aircraft Rescue and Fire Fighting services (“IGA”) and a separate Lease Agreement (“Lease”) to include three parcels of real property and improvements. The two agreements will be interrelated in that the services being provided by the City to BNAA pursuant to the IGA are in exchange for the City’s possession of three parcels of real property owned by the BNAA. These properties are Station Nos. 3 and 6 and a vacant property referred to as the East Side Satellite Facility.

The Lease Agreement and IGA have been submitted to BNAA for approval and are being submitted to the City for approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: Not Applicable

Respectfully submitted for Council consideration.

Prepared by: Lisa A. Petrilli, Sorling Northrup

Reviewed by: Brian Mohr, Fire Chief

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance
- Lease Agreement including Exhibit A1, A2, A3
- Intergovernmental Agreement
- Reference to CFR part 139

ORDINANCE 2017 - _____

AN ORDINANCE APPROVING A LEASE WITH THE BLOOMINGTON-NORMAL
AIRPORT AUTHORITY AND AN INTERGOVERNMENTAL AGREEMENT
CONCERNING AIRCRAT RESCUE AND FIRE FIGHTING SERVICES

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

SECTION 1. That the Lease Agreement between the City of Bloomington and Bloomington-Normal Airport Authority attached hereto as Exhibit A is hereby approved and the Mayor and City Clerk are authorized to execute said lease.

SECTION 2. That the Intergovernmental Agreement between the City of Bloomington and Bloomington-Normal Airport Authority concerning aircraft rescue and fire fighting services attached hereto as Exhibit B is hereby approved and the Mayor and City Clerk are authorized to execute said lease.

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

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

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

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

PASSED this _____ day of January, 2017.

APPROVED this _____ day of January, 2017.

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

LEASE AGREEMENT

This agreement ("Lease Agreement") is entered into this _____ day of _____, 2016 ("Effective Date"), by and between the Bloomington-Normal Airport Authority of McLean County, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois ("BNAA"), having its principal office at the Central Illinois Regional Airport, 3201 CIRA Drive, Suite 200, Bloomington, Illinois 61704, and the City of Bloomington, an Illinois municipal corporation organized and existing under the laws of the State of Illinois ("City"), with offices at 109 East Olive Street, Bloomington, Illinois, 61702.

WITNESSETH

Whereas, the BNAA is the owner and operator of the Central Illinois Regional Airport ("Airport"), located in the County of Mclean, in the State of Illinois; and

Whereas, the BNAA is the owner certain real property and improvements described on **Exhibit A** ("Premises"); and

Whereas City desires to lease the Premises in order to provide and support public safety and welfare for the community;

Whereas City welcomes the opportunity to support BNAA and the community and;

Whereas, BNAA welcomes the opportunity to support public safety and welfare in the community by leasing the Premises to City.

NOW, THEREFORE, in consideration of the rents reserved hereunder and the provisions and covenants herein made by the respective parties, it is agreed by the parties as follows:

1. Site and Term. BNAA hereby leases to City and City takes from BNAA the Premises together with certain easements and appurtenances thereunto belonging including, without

limitation, access for ingress and egress, commencing on the Effective Date and ending on the thirtieth (30th) anniversary of the Effective Date (“Initial Term”).

A. Option to Renew. The City shall have the option to renew this Lease Agreement for one (1) ten-year period (“Option Term”). City shall exercise such option by giving written notice to BNAA not more than 365 days and not less than 90 days prior to the expiration of the Initial Term. Option Term shall be upon the same terms and conditions of this Lease Agreement, including Rent (defined in Section 2 below), which shall be modified as set forth in Section 2.B below.

B. Access Rights. The BNAA covenants and agrees that it will not interfere with, prohibit, or in any way restrict City’s, and its respective contractors, employees, agents, and invitees, access to and from Premises to all available public rights of way continuously throughout the Initial Term and Option Term at no cost to City or City’s respective contractors, employees, agents, and invitees; provided, however, that ingress and egress from the Airport may be conditioned on adherence to security requirements and may be limited on temporary bases for security reasons, all as dictated by the Transportation Security Administration or any other governmental agency with jurisdiction over the security of the Airport; and further provided that BNAA covenants and agrees to work in good faith with the City to ameliorate any such restriction.

2. Rent. For the Initial Term and any Option Term, City agrees to pay rent to BNAA annually in an amount equal to and not exceeding the aggregate annual costs of the services provided by the City to BNAA pursuant to the Intergovernmental Agreement attached and incorporated herein as **Exhibit B**; provided, however, that if the aggregate annual costs of the

services provided by the City to BNAA pursuant to the Intergovernmental Agreement fall below the fair market rental value of the Premises, the parties agree to discuss revisions to this section.

3. Condition of Premises. City acknowledges that it has inspected the Premises and all improvements thereon, and City accepts and receives the Premises and its improvements in an AS IS condition with no warranties of any kind, expressed or implied, either oral or written, made by BNAA or any of its agents or representatives.

4. Use of the Premises. The Premises described on Exhibit A1 and A2 may be used only as a municipal fire station which houses fire/medical response apparatus, equipment, and staff. The Premises described on Exhibit A3 may be used by the City for public works support and storage. City shall not commit or suffer to be committed any waste on the Premises, or any nuisance. In no event shall any use of the Premises be permitted which will interfere with the use of the Airport as a public airport.

5. Improvements.

A. Permitted Improvements. City shall have the right to make such additions and improvements to the Premises and building as it wishes, subject to prior written approval of the BNAA, which approval shall not be unreasonably withheld. All improvements to the Premises shall conform to the building and zoning codes of the City of Bloomington, the County of McLean, the State of Illinois and such other statutes, codes or regulations as are applicable to the Premises, including the reasonable and non-discriminatory Airport rules and regulations adopted or promulgated by BNAA from time to time. No construction shall be placed on the Premises and no activity shall be conducted which in any way interferes with the right of the flight or passage of aircraft in the air space above the surface of the Premises, navigation of or flight in the said air space, the use of said

airspace for landing or taking off from or maneuvering or operating in the vicinity of or on the Airport or the movement of aircraft or motor vehicles on the Airport, including, without limitation, the ground adjacent to the Premises. Further, City shall have no right to install any improvement which would interfere with air navigation, lighting or communication facilities, presently or in the future, serving the Airport.

6. Ownership of Improvements. All new improvements built by City in accordance with the terms of this Lease Agreement shall be the property of the City, subject to: (a) ownership of the Premises by the BNAA, (b) a reversionary interest at the expiration or early termination of this Lease Agreement in all improvements built by City to the BNAA, and (c) the terms of this Lease Agreement.

7. Fixtures. All buildings and improvements and all plumbing, heating, lighting and electrical fixtures used in the operation of the improvements to be erected on the Premises as such now or hereafter located upon the land comprising the Premises, whether or not attached or affixed to said land or any buildings thereon, sometimes herein referred to as "building fixtures" shall become and remain a part of the improvements and shall constitute the property of the City, except that upon the termination or expiration of this Lease Agreement they shall become the property of the BNAA. The BNAA, prior to construction or installation, must approve all plans and specifications with respect to any buildings and permanent fixtures on the Premises.

All other personal property, apparatus, machinery and equipment now or hereafter located upon said land or buildings thereon, other than building fixtures as defined above, and owned by City and whether or not the same affixed thereto, shall be and remain the personal property of the City or such other occupants, and the same are herein referred to as "City's equipment." City's equipment may be removed from time to time by City, provided that if such

removal shall injure or damage the Premises and improvements thereto (ordinary wear and tear excepted), City shall reasonably repair the damage and place the improvements in the same condition as it would have been if such equipment had either not been installed or-not been removed.

8. Lease, Sublease, Assignment. The parties agree that this Lease Agreement and the rights hereunder may not be subleased, are not assignable, and are non-transferable to third parties without the express written consent of both parties whose consent will not be unreasonably withheld.

9. Benefits and Burdens. All of the covenants, agreements, conditions and undertakings in this Lease Agreement shall extend and inure to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto, the same as if they were in every case specifically named, and shall be construed as covenants running with the land.

Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease Agreement contained. All notice and cure provisions shall be provided to any mortgage lenders for whom the City provides written notice to the BNAA.

10. Fees, Licenses, Utility Payments and Taxes. Except as otherwise provided in this Lease Agreement, the City shall be responsible for prompt payment of all general real estate and leasehold taxes if any, and charges for utilities (including but not limited to water, gas, heat, light, power, telephone and internet service) which may be levied or imposed upon the Premises or any part thereof or upon any building or improvements at any time situated thereon, applicable

during the Initial Term or any Option Term. City shall not be required to pay any tax, tax lien or other charge for which the City is liable hereunder upon or against said Premises or any part thereof or the improvements at any time situated thereon so long as the City shall, in good faith and with due diligence, contest the same or the validity thereof by appropriate legal proceedings which shall have the effect of preventing the collection of the tax, tax lien or other charge contested. In the event that City at any time institutes suit to recover any tax, tax lien or other charge paid by the City under protest in the BNAA's name, City shall first notify the BNAA in writing and shall thereafter have the right, at its sole expense, to institute and prosecute each suit or suits in the BNAA's name, in which event City covenants and agrees to indemnify the BNAA and save it harmless from and against all costs, charges or liabilities in connection with any suit. All funds recovered as a result of any such suit shall belong to the City.

11. Maintenance of Premises. City shall provide all maintenance for the Premises. City shall landscape the Premises and keep the improvements on the Premises in a good state of repair and condition and in a presentable condition comparable in appearance and character to similar improvements at the Airport. City shall make suitable arrangements for the storage, collection and removal of all trash, garbage and other refuse resulting from City's activities on the Premises, and in accordance with any applicable laws or regulations of the Airport or any other applicable local government. City shall be solely responsible for removal of all snow and ice from the public side of the Premises, with BNAA having responsibility for the area inside the perimeter fence. Subject to the Airport rules and regulations and Airport signage standards imposed by BNAA from time to time, City shall have the right to display appropriate signage on any building improvement on the Premises subject to formal prior approval of BNAA.

12. Access to Premises. City shall permit the BNAA and the agents and employees of BNAA to enter into and upon the Premises at all reasonable times for any purpose necessary for, incidental to, or connected with BNAA's rights and obligations hereunder, including without limitation inspection of the Premises or BNAA's capacity as the Airport owner or operator, without any rebate of rent and without any liability for any loss of occupation or quiet enjoyment of the Premises thereby occasioned provided BNAA gives reasonable notice of its intent to enter and inspect the Premises.

13. Insurance. City shall, at its sole cost and expense, at all times maintain in full force or effect insurance policies on the improvements on the Premises in an amount equal to the then fair market value of the improvements. At its election, the City shall completely rebuild and repair any improvements within 180 days from the date of the casualty settlement in case of total destruction thereof and within 90 days from the date of casualty settlement in case of damage thereto, and in any case such periods shall be extended during periods outside the reasonable control of City that it is unable to rebuild or repair such casualty or damage if as a result of weather or a separate force majeure event, delays caused by government regulation or approval or other causes beyond the reasonable control of City. In the event City does not elect to rebuild or repair after such casualty, the City shall restore the Premises to the same general condition it was in prior to construction of any improvements built by the City. In the event the City obtains insurance proceeds from casualty and does not rebuild and repair the Premises, then all such insurance proceeds are to be used first to pay any secured mortgage upon the Premises' improvements, and second to be shared between BNAA and City as their respective interests exist.

14. Indemnification. City shall indemnify, save and hold the BNAA and its, Board members, directors, and employees harmless from and against any and all claims, demands, actions, or cause of action, costs, and expenses, including without limitation attorneys' fees, for or on account of any property damage or loss caused by any act or negligence on the part of City, its agents, invitees, servants or employees.

15. National Emergency. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease Agreement shall be extended by the amount of the period of time of such suspension.

16. Encumbrances. Upon the prior consent of BNAA, which consent shall not be unreasonably withheld, City may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises, but not the underlying real property itself, by the execution and delivery of a mortgage, deed of trust or similar encumbrance. The parties further agree that this Lease Agreement will be amended as necessary to include any reasonable conditions mutually acceptable to the BNAA and the City which City's mortgage lender may require as conditions precedent to financing. Upon request by the BNAA, City shall provide a copy of any said encumbrance to the BNAA, provided that any such information so provided is considered exempt from disclosure to third persons pursuant to the provisions of the Illinois Freedom of Information Act, 5 ILCS 1407(1)(b) and (g), or any similar and applicable statute.

17. Bankruptcy. If any action under 11 USC §§ 101 *et seq.* ("Bankruptcy Code") or similar federal or state insolvency law is commenced by or against City, and such action is not dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan of reorganization, or if City is adjudged insolvent, or if City makes an

assignment for the benefit of its creditors, or if a receiver with authority to take possession or control of the Premises or the business conducted thereon is appointed in any proceeding or action to which City is a party and such receiver is not discharged within a period of sixty (60) days after such appointment, such event shall be deemed to constitute a default hereunder by City, and the BNAA shall have the right to terminate this Lease Agreement and take possession of the Premises and all improvements thereon without further notice. The foregoing shall not adversely affect the rights of any mortgagee, whether in or out of possession, to its security which shall include the remaining term of this Lease Agreement; provided, however, that the mortgagee's right to its security in such event shall be dependent upon the mortgagee's performance of all the terms of this Lease Agreement in place of City.

18. Termination. Unless otherwise specifically provided in this Lease Agreement, the BNAA may terminate this Lease Agreement for cause by providing written notice of termination immediately upon City's failure to comply with any provision hereof within sixty (60) days after written notice by the BNAA to City of the noncompliance if the City has failed to cure the noncompliance during said sixty (60) day period. Failure of the BNAA to provide written notice of noncompliance for any event shall not operate as a waiver of noncompliance for any similar and subsequent event. Upon the expiration or early termination of this Lease Agreement, the BNAA shall not be required to make any payments to City for real estate improvements then present on the Premises and shall become the owner in fee simple of all such improvements on the effective date of such expiration or early termination. Upon the BNAA's written request, City shall execute and deliver all such deeds and instruments of conveyance as the BNAA may require to confirm such title in the BNAA.

19. Condemnation.

A. If at any time during the term of this Lease Agreement title to the whole or a substantial portion of the Premises shall be taken in, or permanently conveyed under threat of, condemnation proceedings or by right of eminent domain by any governmental entity, this Lease Agreement shall terminate and expire on the date of the taking of physical possession by the condemnor or proposed condemnor and the rent reserved shall be apportioned and paid to the date of such taking. For purposes hereof, "substantial portion of the Premises" shall be deemed to have been taken if the untaken portion cannot reasonably be used or converted for use by City for the purpose for which the Premises are being used immediately prior to such taking and shall also include any taking which deprives City of access to or egress to the Premises.

B. In the event of such total taking or conveyance and the termination hereof, the total amount of the award shall be divided in accordance with the allocation of the award between land and the improvements thereon. That portion of the award representing the value of the land shall be paid to the BNAA and that portion of the award representing the value of the improvements shall be paid to City and BNAA as their respective interest exists.

20. Nondiscrimination.

A. City agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the City or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (i) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (ii) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

B. City, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(i) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the City will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(ii) With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, BNAA will have the right to terminate the Lease Agreement and to enter, re-enter, and repossess said lands

and facilities thereon, and hold the same as if the Lease Agreement had never been made or issued.

C. City, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (i) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (ii) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (iii) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

D. With respect to this Lease Agreement in the event of breach of any of the above nondiscrimination covenants, BNAA will have the right to terminate the Lease Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease Agreement had never been made or issued.

E. During the performance of this contract, City agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP): To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

21. Environmental Obligations. City shall comply with any and all applicable Environmental Laws and Environmental Permits (whether obtained by City or BNAA) related to City's occupancy of the Premises. City shall obtain and maintain any and all Environmental Permits required by applicable Environmental Laws for City's activities at the Airport.

A. In the event of any release or discharge, or threatened release or discharge of Hazardous Materials at, on, under, or about the Airport, or any portion thereof, that is caused by City, its agents, invitees, servants or employees, and which is required by

applicable Environmental Laws or Airport rules and regulations to be reported by City, whether as a result of negligent conduct or otherwise, or in the event any written claim, demand, complaint or action is made or taken against City that pertains to City's release, discharge, or threatened release or discharge of Hazardous Materials, or failure or alleged failure to comply with any Environmental Laws or Environmental Permits at the Airport, City shall notify BNAA as soon as reasonably practical of all known facts pertinent to such release or discharge, or threatened release or discharge, claim, demand, complaint, action, or notice, and shall provide BNAA with copies of any and all such claims, demands, complaints, notices, or actions so made. If City is required by any Environmental Laws, Environmental Permits, or governmental agency, to file any written notice or report of a release or discharge, or threatened release or discharge at, on, under or about the Airport, or any part thereof, City shall simultaneously provide a copy of such notice or report to BNAA.

B. City shall undertake all necessary steps required under applicable Environmental Laws and Environmental Permits to remedy and remove at its cost any Hazardous Material, or environmental condition or damage at the Airport to the extent caused by, or resulting from, the activities, conduct or presence of City, its agents, invitees, servants or employees, whether resulting from negligent conduct or otherwise ("Remediation Work"). Such Remediation Work shall be performed at City's expense. Except in the event of an emergency, such Remediation Work shall be performed after City submits to BNAA a written plan for completing such Remediation Work and receives the prior written approval of BNAA, which approval shall not be unreasonably withheld. Specific cleanup levels for any Remediation Work by City shall be designed to meet and satisfy

the requirements of all applicable Environmental Laws and Environmental Permits, as determined by the governmental agency responsible for enforcing Environmental Laws or Environmental Permits. Ongoing Remediation Work, including any testing or monitoring, shall neither unreasonably or materially impair, nor interfere with the use of the Airport as an airport. BNAA shall have the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representatives of its choice. City's obligations hereunder shall survive the expiration or early termination of this Agreement.

C. For purposes hereof, the following words and phrases have the following meaning:

"Environmental Laws" means all applicable federal, state, and local statutes, ordinances, regulations, rules, laws, permits, permit conditions, and orders relating to the generation, use, storage, transportation, or disposal of Hazardous Materials.

"Environmental Permits" means any and all permits, licenses, approvals, authorizations, consents, or registrations required by Environmental Laws, whether federal, state or local, which pertain to the production, use, treatment, generation, transportation, processing, handling, disposal, or storage of Hazardous Materials.

"Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under Environmental Laws, pesticides regulated under Environmental Laws, and any hazardous waste, toxic, or dangerous substance or related material, including any material defined

or treated as a hazardous substance, hazardous waste, toxic substance, or contaminant (or comparable term) under any of the Environmental Laws.

22. Airport Security Requirements. City hereby acknowledges that the BNAA is required by 49 C.F.R. Part 1500, as amended from time to time ("Part 1500"), to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to those areas of the Airport used for the landing, taking-off, movement, and parking of aircraft ("AOA"), and/or the Security Identification Display Area as defined in Part 1500 ("SIDA"). City understands that the BNAA has met said requirements by developing an Airport Security Program ("ASP") for the Airport, and City warrants, covenants and agrees to be fully bound by and immediately responsive to the requirements of Part 1500 and the ASP in connection with City's exercise of the privileges granted hereunder. City, at its own cost, shall cause facilities and procedures to be prepared, satisfactory to the BNAA, designed to prevent and deter persons and vehicles from unauthorized access to the SIDA and/or the AOA from and through the Premises in accordance with the provisions of Part 1500 and the ASP.

City hereby acknowledges that it understands that its security procedures and facilities on the Premises shall include but not be limited to: (i) fencing and locked gates; (ii) BNAA-approved badging, badge display, escort and challenge procedures applicable to persons authorized to enter the SIDA and/or the AOA; (iii) an electronic entry control system or a manned guard system where gates or doorways cannot reasonably be controlled by locks; and (iv) other facilities and procedures as may be required to control the entrance of persons and vehicles onto the SIDA and/or AOA. City shall not do or permit its agents, invitees, servants or employees to do anything at the Airport that would be in conflict with or violate the requirements of any federal, state, or local law, regulation or security directive regarding airport security, Part

1500, or the ASP, as they may be amended from time to time. City shall be responsible for obtaining and coordinating any security badging, vehicle decals, and/or any other actions required to ensure that City's agents, invitees, servants and employees are in compliance with all security requirements. City shall be responsible for all costs associated with obtaining such badge and/or access privileges. If a prohibited incursion into the AOA occurs, or if the safety or security of the AOA or other sterile area is breached by or due to the negligence or willful act or omission of City or any of its agents, invitees, servants or employees, and such incursion or breach results in a civil penalty action being brought against the Lessor by the U.S. Government, City shall reimburse BNAA for all expenses, including without limitation attorneys' fees and litigation expenses, incurred by BNAA in defending against the civil penalty action and for any civil penalty or settlement amount paid by BNAA as a result of such action or inaction, incursion or breach. BNAA shall notify the City of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government related to action or inaction of City.

23. Notices. Whenever any notice is required by this Lease Agreement to be given to a party hereto, such notice shall be transmitted by certified mail, return receipt, to the respective party addressed as follows:

To BNAA:

Executive Director
Bloomington-Normal Airport Authority
Central Illinois Regional Airport
Suite 200, 3201 CIRA Drive
Bloomington, Illinois 61704

To City:

City Manager
City of Bloomington

109 East Olive Street
Bloomington, Illinois 61702

Legal Counsel
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61702

Fire Chief
City of Bloomington Fire Department
310 North Lee Street
Bloomington, IL 61701

24. Subordination. This Lease Agreement is subject and subordinate to any existing or future agreements between the BNAA and the United States Government or governmental authority, relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or the approval to impose and use Passenger Facility Charges (14 C.F.R. Part 158) ("PFCs") for the improvement or development of the Airport. City shall not cause BNAA to violate any assurances made by the BNAA to the United States Government in connection with the granting of federal funds or the approval of such PFCs. If the Federal Aviation Administration or its successors requires modifications or changes to this Lease Agreement as a condition precedent to the granting of funds for the improvement of the Airport or otherwise, City agrees to consent without compensation to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Lease Agreement. This Lease Agreement is also subordinate to the rights of the United States Government to operate all of the Airport, or any part thereof, during time of war or national emergency. Such rights shall supersede any provisions of this Lease Agreement inconsistent with the operation of the Airport by the United States Government.

25. Construction and Severability. The laws of the State of Illinois shall govern the validity, interpretation, performance and enforcement of this Lease Agreement. This Lease Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest. All of the covenants of this Lease Agreement are independent covenants. If any provision of this Lease Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Lease Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as part of this Lease Agreement provision as similar as such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable. The BNAA and the City expressly consent to jurisdiction in the Circuit Court of the Eleventh Judicial Circuit, McLean County, Illinois.

26. Additional Remedies. In addition to the provisions above, in the event of any failure of either party to comply with the terms, conditions and covenants of this Lease Agreement, the other party may seek further relief and additional remedies to the fullest extent permitted by law, including but not limited to monetary damages and injunctive relief.

27. Quiet Enjoyment. Upon performance of the covenants and agreements on the part of City to be performed hereunder, the BNAA shall not act or fail to act, except as otherwise provided by this Lease Agreement, in a manner that will prevent the City from peaceably having and, in accordance with the terms hereof, enjoying the Premises and all rights, licenses, services, and privileges of the Airport and its appurtenances and facilities granted herein.

28. Timing. The parties expressly agree that time is of the essence in this Lease Agreement. Failure by a party to complete performance within the time specified, or within a

reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

29. Representations and Warranties by the City. The City hereby represents and warrants to the BNAA:

A. That it has taken all appropriate and necessary corporate actions and approvals to enter into this Lease Agreement and that the person signing below on behalf of the City is fully authorized and empowered to do so; and

B. That the City has sufficient financial resources to perform all of its obligations under this Lease Agreement, and it is not presently in default or notified of any default with respect to its other financial obligations which would in any way impair its ability to perform all of its obligations under this Lease Agreement.

32. Representations and Warranties by the BNAA. The BNAA hereby represents and warrants to the City:

A. That BNAA has full legal right, power and authority under all federal, state and local laws and has taken all action necessary to enter into this Lease Agreement and perform its obligations hereunder; and

B. That it has taken all appropriate and necessary corporate actions and approvals to enter into this Lease Agreement and that the person signing below on behalf of the BNAA is fully authorized and empowered to do so.

BLOOMINGTON-NORMAL
AIRPORT AUTHORITY

CITY OF BLOOMINGTON,

By: _____

By: _____

Exhibit A

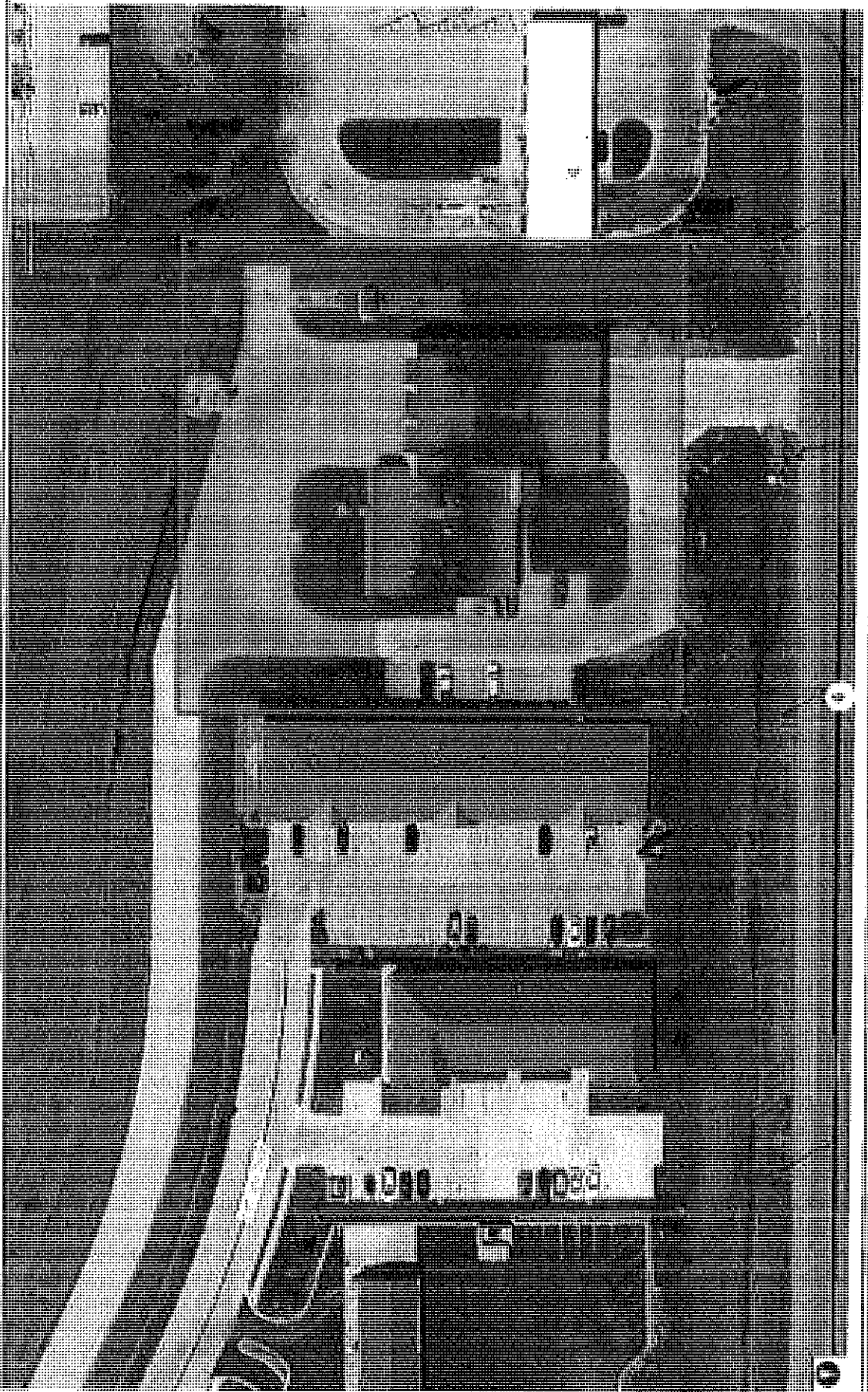
A1 - 2301 East Empire Street, Bloomington, IL 61704

A2 - 4040 East Oakland Avenue, Bloomington, IL 61704

A3 – Public Works Satellite Location, Oakland Avenue, Bloomington, IL 61704



Exhibit "A1" - Station 3



23

11/1/2009

11/1/2009

By making my 30-day purchase agreement, you authorize your suspension of the Knowledge Agreement.

Effective date: 11/1/2009

Station 3

Station 3

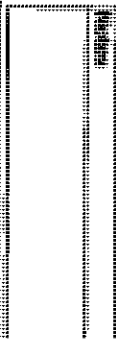
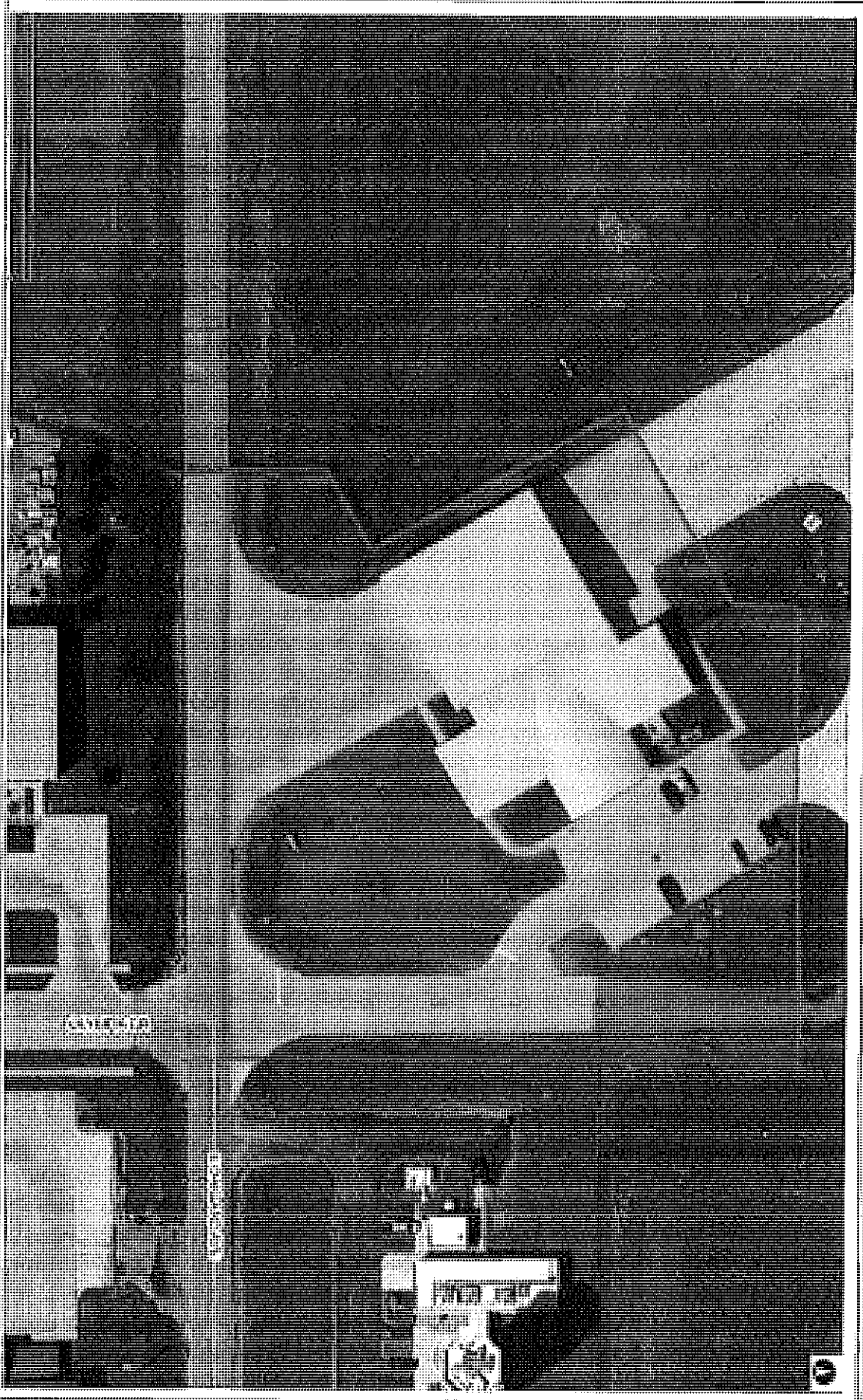




Exhibit "A2" - Station B

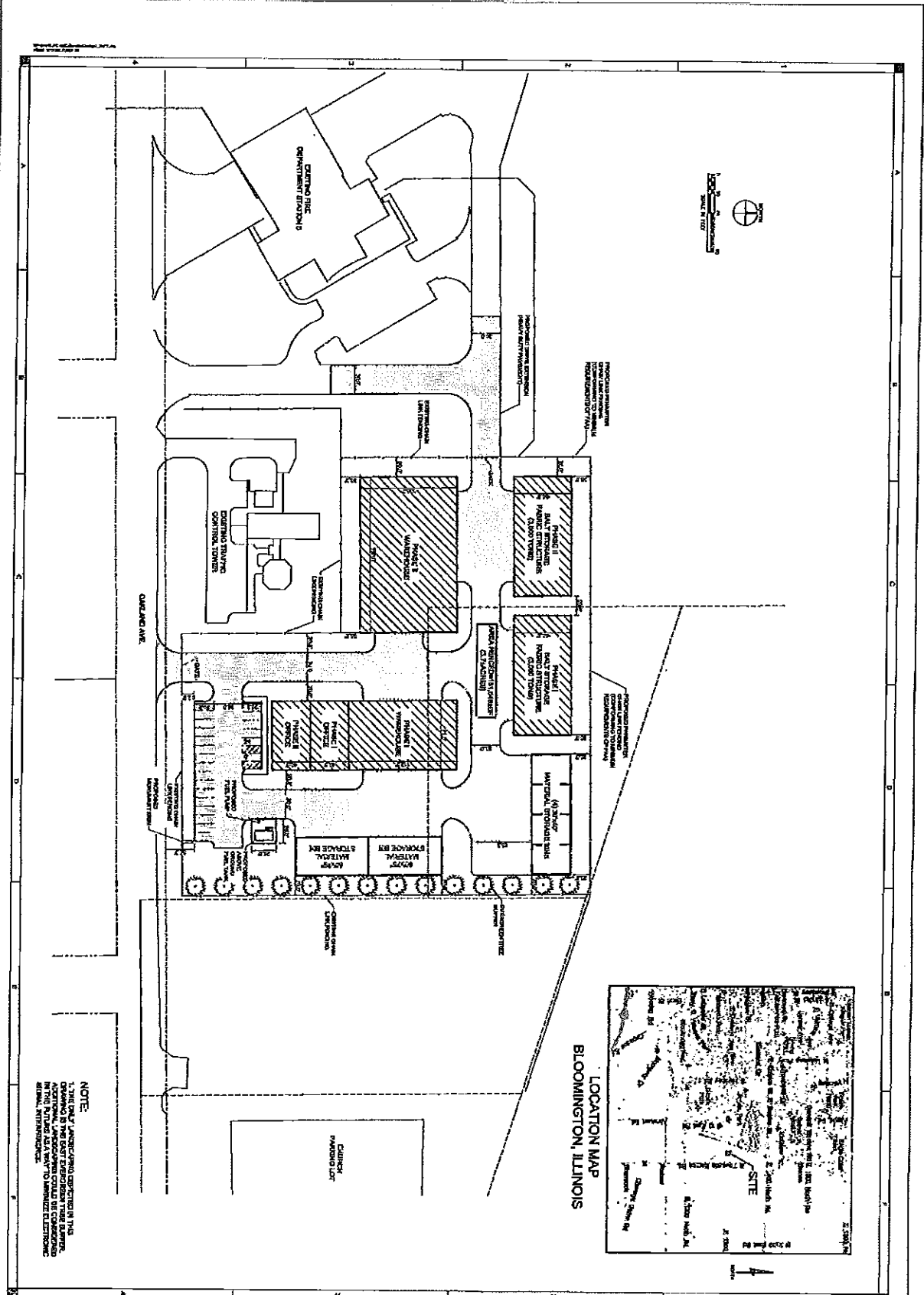


By reading any attached purchase or purchase, you hereby give acceptance of the University Agreement. Page 1 of 1

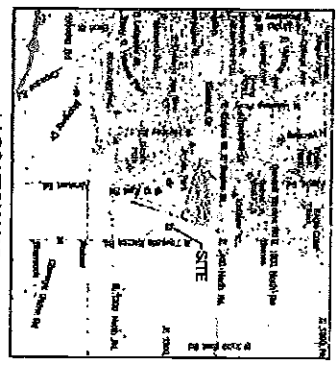
02/14/20

Page 1 of 1

Page 1 of 1



NOTE:
 1. THE ONLY LANDSCAPING DESCRIBED IN THIS APPENDIX IS THE SO-CALLED "TREE BARRING" IN THE NATURAL AREA TO MINIMIZE ELECTRICAL INTERFERENCE.



PRELIMINARY LAYOUT
 C1

| | |
|------------|--------------|
| SCALE | AS SHOWN |
| DATE | NOV 20, 1954 |
| BY | J. H. BROWN |
| CHECKED BY | J. H. BROWN |
| DATE | NOV 20, 1954 |

COB - EAST SIDE SATELLITE FACILITY
 CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT
 BLOOMINGTON, ILLINOIS

SHIVE-HATTERY
 ARCHITECTS-ENGINEERS
 1321 Underwood Bldg. | Bloomington, Ill. 61704
 345 Broadway | Chicago, Ill. 60601
 Phone 1-312-241-1321
 Model Plot For Code 54-2225

Intergovernmental Agreement Concerning Aircraft Rescue and Fire Fighting Services

This agreement (“Agreement”) is dated _____, 2017 and is between the CITY OF BLOOMINGTON (“City”) and the BLOOMINGTON-NORMAL AIRPORT AUTHORITY (“BNAA”).

WHEREAS, City has provided aircraft rescue and firefighting services to BNAA at the Central Illinois Regional Airport (“Airport”) and the parties desire the City continue to provide such services to BNAA.

WHEREAS, in exchange for the services to be provided by City pursuant to this Agreement and for other good and valuable consideration set forth in this Agreement, BNAA agrees to lease certain property and improvements to the City.

WHEREAS, at the time of execution of this Agreement, the City and BNAA are executing a lease agreement for the properties commonly referred to as “Station No. 3”, “Station No. 6”, and the “Public Works Satellite”, and as more fully described in **Exhibit 1** to this Agreement (the “Lease Agreement”).

WHEREAS, the parties agree that this Agreement is for the mutual benefit of the City, BNAA, the Airport, and the community.

NOW THEREFORE, in consideration of the mutual covenants contained in this contract and for other good and valuable consideration, the parties agree as follows:

Section 1 Purpose. The purpose of this Agreement is to govern the relationship between the City and BNAA with regard to the Aircraft Rescue and Fire Fighting (“ARFF”) services required by 14 CFR Part 139, *Certification of Airports* (“Part 139”) and the Part 139 Airport Certification Manual as required, approved, and amended from time to time by the Federal Aviation Administration (“ACM”).

Section 2 Services. City agrees to provide all ARFF services as required by Part 139 and the ACM, and firefighting emergency medical services, and other related services as needed at the Airport, including that portion of the Airport not located within the corporate limits of the City of Bloomington. City and BNAA acknowledge that Part 139 and the ACM may be amended from time to time by the FAA and as they are revised, City agrees to meet the revised ARFF service standards of Part 139 and the ACM. In exchange for the services provided by the City to BNAA, BNAA agrees to compensate City annually in an amount equal to and not exceeding the aggregate annual amount due on the Lease Agreement; provided, however, that compensation will not exceed

the value of services provided as calculated pursuant to 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (formerly OMB Circular A-87).

Section 3 Personnel. City shall train and maintain a sufficient number of certified ARFF personnel at the Airport to comply with the minimum requirements of Part 139, the ACM, and the ARFF Index designated for the Airport. As of the effective date of this Agreement, the ARFF Index designated for the Airport is Index B. BNAA shall reimburse City for actual costs of Part 139 training required to maintain certification and actual costs of training required by BNAA in an amount not to exceed \$40,000.00 per year. City and BNAA acknowledge that Part 139 and the ACM may be amended from time to time, and that the ARFF Index may change as the size of aircraft operating at the Airport changes. City agrees to meet the revised requirements of Part 139 and the ACM, including the number of certified ARFF personnel required to comply the Airport ARFF Index designation. If the Airport ARFF Index designation changes and remains consistent for a period of one year, the Parties agree to discuss revisions to the annual training reimbursement.

Section 4 Vehicles and Equipment. At its sole cost and expense, BNAA shall provide and make available to City all necessary ARFF vehicles as required by Part 139 and the ACM, or as deemed necessary by BNAA to support ARFF services at the Airport. BNAA shall maintain all ARFF vehicle(s) and equipment supplied by BNAA. City shall house all ARFF vehicles and equipment necessary to comply with Part 139 and the ACM at Station No. 6.

BNAA authorizes City to use one BNAA-provided ARFF vehicle off Airport premises for a limited time in the event of an emergency as agreed upon by City and BNAA. In the event that a BNAA-provided ARFF vehicle leaves the Airport premises to assist in an off-site emergency, City agrees that any other BNAA-provided ARFF vehicle shall remain on the airport premises and shall be fully staffed and functional. At no time shall City fail to keep ARFF vehicles, equipment, and personnel at the Airport necessary to comply with the requirements of Part 139 and the ACM.

Section 5 Authority. The City and BNAA each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The City and BNAA hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

Section 6 Term. The initial term of this Agreement shall be thirty years from the date set forth in the introductory clause, and may be extended upon the same terms and conditions for one additional ten-year term by mutual agreement of the parties. BNAA shall give written notice to the City not more than 365 days and not less than 90 days prior to the expiration of the initial term of its intent to exercise the option.

Section 7 Mutual Indemnification. City shall indemnify, save and hold the BNAA and its, Board members, directors, and employees harmless from and against any and all claims, demands, actions, or cause of action, costs, and expenses, including without limitation attorneys' fees, for or on account of any property damage or loss caused by any act or negligence on the part of City, its agents, invitees, servants or employees and arising out of or in connection with this Agreement. BNAA shall indemnify, save and hold the City and its officials and employees harmless from and against any and all claims, demands, actions, or cause of action, costs, and expenses, including without limitation attorneys' fees, for or on account of any property damage or loss caused by any act or negligence on the part of BNAA, its agents, invitees, servants or employees and arising out of or in connection with this Agreement.

Section 8 Nondiscrimination.

(a) City agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance.

(b) During the performance of this Agreement, City, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations. City will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination. City, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. City will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the City for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the City of the City's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports. City will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by BNAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where

any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the City will so certify to BNAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the City's noncompliance with the non-discrimination provisions of this Agreement, BNAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. withholding payments to the contractor under the contract until the contractor complies; and/or
- ii. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions. City will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The City will take action with respect to any subcontract or procurement as BNAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the City becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, City may request BNAA to enter into any litigation to protect the interests of BNAA. In addition, the City may request the United States to enter into the litigation to protect the interests of the United States.

(c) During the performance of this Agreement, the City, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. (prohibiting discrimination on the basis of race, color, national origin), and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 (prohibiting unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 et seq. (prohibiting discrimination on the basis of disability), and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq. (prohibiting discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, as amended, 49 USC § 47123 (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (broadening the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are

Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, 42 U.S.C. §§ 12131 - 12189 (prohibiting discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensuring non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, 70 Fed. Reg. at 74087 to 74100; and
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. (prohibiting discrimination based on sex in education programs or activities).

Section 9 Subordination. This Agreement is subject and subordinate to any existing or future agreements between the BNAA and the United States Government or governmental authority, relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or the approval to impose and use Passenger Facility Charges (14 C.F.R. Part 158) (“PFCs”) for the improvement or development of the Airport. City shall not cause BNAA to violate any assurances made by the BNAA to the United States Government in connection with the granting of federal funds or the approval of such PFCs. If the Federal Aviation Administration or its successors requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport or otherwise, City agrees to consent without compensation to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement. This Agreement is also subordinate to the rights of the United States Government to operate all of the Airport, or any part thereof, during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operation of the Airport by the United States Government.

Section 10 Notices. For purposes of administering this Agreement, the City representative is the Fire Chief or designee, and for the BNAA, the Executive Director or designee.

Notices to parties under this Agreement shall be addressed to:

All Notices shall be sent at a minimum by first class mail, postage prepaid.

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

| | |
|----------------------------|---|
| City of Bloomington | Bloomington-Normal Airport Authority |
| By: _____ Mayor | By: _____ |
| ATTEST: | ATTEST: |
| By: _____ City Clerk | By: _____ |

ELECTRONIC CODE OF FEDERAL REGULATIONS**e-CFR data is current as of December 23, 2016**

Title 14 → Chapter I → Subchapter G → Part 139 → Subpart D → §139.315

Title 14: Aeronautics and Space
PART 139—CERTIFICATION OF AIRPORTS
Subpart D—Operations**§139.315 Aircraft rescue and firefighting: Index determination.**

(a) An index is required by paragraph (c) of this section for each certificate holder. The Index is determined by a combination of—

- (1) The length of air carrier aircraft and
 - (2) Average daily departures of air carrier aircraft.
- (b) For the purpose of Index determination, air carrier aircraft lengths are grouped as follows:
- (1) Index A includes aircraft less than 90 feet in length.
 - (2) Index B includes aircraft at least 90 feet but less than 126 feet in length.
 - (3) Index C includes aircraft at least 126 feet but less than 159 feet in length.
 - (4) Index D includes aircraft at least 159 feet but less than 200 feet in length.
 - (5) Index E includes aircraft at least 200 feet in length.

(c) Except as provided in §139.319(c), if there are five or more average daily departures of air carrier aircraft in a single Index group serving that airport, the longest aircraft with an average of five or more daily departures determines the Index required for the airport. When there are fewer than five average daily departures of the longest air carrier aircraft serving the airport, the Index required for the airport will be the next lower Index group than the Index group prescribed for the longest aircraft.

- (d) The minimum designated index shall be Index A.

(e) A holder of a Class III Airport Operating Certificate may comply with this section by providing a level of safety comparable to Index A that is approved by the Administrator. Such alternate compliance must be described in the ACM and must include:

- (1) Pre-arranged firefighting and emergency medical response procedures, including agreements with responding services.
- (2) Means for alerting firefighting and emergency medical response personnel.
- (3) Type of rescue and firefighting equipment to be provided.
- (4) Training of responding firefighting and emergency medical personnel on airport familiarization and communications.

[Doc. No. FAA-2000-7479, 69 FR 6424, Feb. 10, 2004; Amdt. 139-26, 69 FR 31522, June 4, 2004]

Need assistance?

ELECTRONIC CODE OF FEDERAL REGULATIONS**e-CFR data is current as of December 23, 2016**

Title 14 → Chapter I → Subchapter G → Part 139 → Subpart D → §139.317

Title 14: Aeronautics and Space
PART 139—CERTIFICATION OF AIRPORTS
Subpart D—Operations**§139.317 Aircraft rescue and firefighting: Equipment and agents.**

Unless otherwise authorized by the Administrator, the following rescue and firefighting equipment and agents are the minimum required for the Indexes referred to in §139.315:

(a) *Index A.* One vehicle carrying at least—

(1) 500 pounds of sodium-based dry chemical, halon 1211, or clean agent; or

(2) 450 pounds of potassium-based dry chemical and water with a commensurate quantity of AFFF to total 100 gallons for simultaneous dry chemical and AFFF application.

(b) *Index B.* Either of the following:

(1) One vehicle carrying at least 500 pounds of sodium-based dry chemical, halon 1211, or clean agent and 1,500 gallons of water and the commensurate quantity of AFFF for foam production.

(2) Two vehicles—

(i) One vehicle carrying the extinguishing agents as specified in paragraphs (a)(1) or (a)(2) of this section; and

(ii) One vehicle carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by both vehicles is at least 1,500 gallons.

(c) *Index C.* Either of the following:

(1) Three vehicles—

(i) One vehicle carrying the extinguishing agents as specified in paragraph (a)(1) or (a)(2) of this section; and

(ii) Two vehicles carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by all three vehicles is at least 3,000 gallons.

(2) Two vehicles—

(i) One vehicle carrying the extinguishing agents as specified in paragraph (b)(1) of this section; and

(ii) One vehicle carrying water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by both vehicles is at least 3,000 gallons.

(d) *Index D.* Three vehicles—

(1) One vehicle carrying the extinguishing agents as specified in paragraphs (a)(1) or (a)(2) of this section; and

(2) Two vehicles carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by all three vehicles is at least 4,000 gallons.

(e) *Index E.* Three vehicles—

(1) One vehicle carrying the extinguishing agents as specified in paragraphs (a)(1) or (a)(2) of this section; and

(2) Two vehicles carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by all three vehicles is at least 6,000 gallons.

(f) *Foam discharge capacity.* Each aircraft rescue and firefighting vehicle used to comply with Index B, C, D, or E requirements with a capacity of at least 500 gallons of water for foam production must be equipped with a turret. Vehicle turret discharge capacity must be as follows:

(1) Each vehicle with a minimum-rated vehicle water tank capacity of at least 500 gallons, but less than 2,000 gallons, must have a turret discharge rate of at least 500 gallons per minute, but not more than 1,000 gallons per minute.

(2) Each vehicle with a minimum-rated vehicle water tank capacity of at least 2,000 gallons must have a turret discharge rate of at least 600 gallons per minute, but not more than 1,200 gallons per minute.

(g) *Agent discharge capacity.* Each aircraft rescue and firefighting vehicle that is required to carry dry chemical, halon 1211, or clean agent for compliance with the Index requirements of this section must meet one of the following minimum discharge rates for the equipment installed:

(1) Dry chemical, halon 1211, or clean agent through a hand line—5 pounds per second.

(2) Dry chemical, halon 1211, or clean agent through a turret—16 pounds per second.

(h) *Extinguishing agent substitutions.* Other extinguishing agent substitutions authorized by the Administrator may be made in amounts that provide equivalent firefighting capability.

(i) *AFFF quantity requirements.* In addition to the quantity of water required, each vehicle required to carry AFFF must carry AFFF in an appropriate amount to mix with twice the water required to be carried by the vehicle.

(j) *Methods and procedures.* FAA Advisory Circulars contain methods and procedures for ARFF equipment and extinguishing agents that are acceptable to the Administrator.

(k) *Implementation.* Each holder of a Class II, III, or IV Airport Operating Certificate must implement the requirements of this section no later than 36 consecutive calendar months after June 9, 2004.

[Doc. No. FAA-2000-7479, 69 FR 6424, Feb. 10, 2004; Amdt. 139-26, 69 FR 31523, June 4, 2004]

Need assistance?

ELECTRONIC CODE OF FEDERAL REGULATIONS**e-CFR data is current as of December 23, 2016**

Title 14 → Chapter I → Subchapter G → Part 139 → Subpart D → §139.319

Title 14: Aeronautics and Space
PART 139—CERTIFICATION OF AIRPORTS
Subpart D—Operations**§139.319 Aircraft rescue and firefighting: Operational requirements.**

(a) *Rescue and firefighting capability.* Except as provided in paragraph (c) of this section, each certificate holder must provide on the airport, during air carrier operations at the airport, at least the rescue and firefighting capability specified for the Index required by §139.317 in a manner authorized by the Administrator.

(b) *Increase in Index.* Except as provided in paragraph (c) of this section, if an increase in the average daily departures or the length of air carrier aircraft results in an increase in the Index required by paragraph (a) of this section, the certificate holder must comply with the increased requirements.

(c) *Reduction in rescue and firefighting.* During air carrier operations with only aircraft shorter than the Index aircraft group required by paragraph (a) of this section, the certificate holder may reduce the rescue and firefighting to a lower level corresponding to the Index group of the longest air carrier aircraft being operated.

(d) *Procedures for reduction in capability.* Any reduction in the rescue and firefighting capability from the Index required by paragraph (a) of this section, in accordance with paragraph (c) of this section, must be subject to the following conditions:

(1) Procedures for, and the persons having the authority to implement, the reductions must be included in the Airport Certification Manual.

(2) A system and procedures for recall of the full aircraft rescue and firefighting capability must be included in the Airport Certification Manual.

(3) The reductions may not be implemented unless notification to air carriers is provided in the Airport/Facility Directory or Notices to Airmen (NOTAM), as appropriate, and by direct notification of local air carriers.

(e) *Vehicle communications.* Each vehicle required under §139.317 must be equipped with two-way voice radio communications that provide for contact with at least—

(1) All other required emergency vehicles;

(2) The air traffic control tower;

(3) The common traffic advisory frequency when an air traffic control tower is not in operation or there is no air traffic control tower, and

(4) Fire stations, as specified in the airport emergency plan.

(f) *Vehicle marking and lighting.* Each vehicle required under §139.317 must—

(1) Have a flashing or rotating beacon and

(2) Be painted or marked in colors to enhance contrast with the background environment and optimize daytime and nighttime visibility and identification.

(g) *Vehicle readiness.* Each vehicle required under §139.317 must be maintained as follows:

(1) The vehicle and its systems must be maintained so as to be operationally capable of performing the functions required by this subpart during all air carrier operations.

(2) If the airport is located in a geographical area subject to prolonged temperatures below 33 degrees Fahrenheit, the vehicles must be provided with cover or other means to ensure equipment operation and discharge under freezing conditions.

(3) Any required vehicle that becomes inoperative to the extent that it cannot perform as required by paragraph (g)(1) of this section must be replaced immediately with equipment having at least equal capabilities. If replacement equipment is not available immediately, the certificate holder must so notify the Regional Airports Division Manager and each air carrier using the airport in accordance with §139.339. If the required Index level of capability is not restored within 48 hours, the airport operator, unless otherwise authorized by the Administrator, must limit air carrier operations on the airport to those compatible with the Index corresponding to the remaining operative rescue and firefighting equipment.

(h) *Response requirements.* (1) With the aircraft rescue and firefighting equipment required under this part and the number of trained personnel that will assure an effective operation, each certificate holder must—

(i) Respond to each emergency during periods of air carrier operations; and

(ii) When requested by the Administrator, demonstrate compliance with the response requirements specified in this section.

(2) The response required by paragraph (h)(1)(ii) of this section must achieve the following performance criteria:

(i) Within 3 minutes from the time of the alarm, at least one required aircraft rescue and firefighting vehicle must reach the midpoint of the farthest runway serving air carrier aircraft from its assigned post or reach any other specified point of comparable distance on the movement area that is available to air carriers, and begin application of extinguishing agent.

(ii) Within 4 minutes from the time of alarm, all other required vehicles must reach the point specified in paragraph (h)(2)(i) of this section from their assigned posts and begin application of an extinguishing agent.

(i) *Personnel.* Each certificate holder must ensure the following:

(1) All rescue and firefighting personnel are equipped in a manner authorized by the Administrator with protective clothing and equipment needed to perform their duties.

(2) All rescue and firefighting personnel are properly trained to perform their duties in a manner authorized by the Administrator. Such personnel must be trained prior to initial performance of rescue and firefighting duties and receive recurrent instruction every 12 consecutive calendar months. The curriculum for initial and recurrent training must include at least the following areas:

(i) Airport familiarization, including airport signs, marking, and lighting.

(ii) Aircraft familiarization.

(iii) Rescue and firefighting personnel safety.

(iv) Emergency communications systems on the airport, including fire alarms.

(v) Use of the fire hoses, nozzles, turrets, and other appliances required for compliance with this part.

(vi) Application of the types of extinguishing agents required for compliance with this part.

(vii) Emergency aircraft evacuation assistance.

(viii) Firefighting operations.

(ix) Adapting and using structural rescue and firefighting equipment for aircraft rescue and firefighting.

(x) Aircraft cargo hazards, including hazardous materials/dangerous goods incidents.

(xi) Familiarization with firefighters' duties under the airport emergency plan.

(3) All rescue and firefighting personnel must participate in at least one live-fire drill prior to initial performance of rescue and firefighting duties and every 12 consecutive calendar months thereafter.

(4) At least one individual, who has been trained and is current in basic emergency medical services, is available during air carrier operations. This individual must be trained prior to initial performance of emergency medical services. Training must be at a minimum 40 hours in length and cover the following topics:

(i) Bleeding.

(ii) Cardiopulmonary resuscitation.

(iii) Shock.

(iv) Primary patient survey.

(v) Injuries to the skull, spine, chest, and extremities.

(vi) Internal injuries.

(vii) Moving patients.

(viii) Burns.

(ix) Triage.

(5) A record is maintained of all training given to each individual under this section for 24 consecutive calendar months after completion of training. Such records must include, at a minimum, a description and date of training received.

(6) Sufficient rescue and firefighting personnel are available during all air carrier operations to operate the vehicles, meet the response times, and meet the minimum agent discharge rates required by this part.

(7) Procedures and equipment are established and maintained for alerting rescue and firefighting personnel by siren, alarm, or other means authorized by the Administrator to any existing or impending emergency requiring their assistance.

(j) *Hazardous materials guidance.* Each aircraft rescue and firefighting vehicle responding to an emergency on the airport must be equipped with, or have available through a direct communications link, the "North American Emergency Response Guidebook" published by the U.S. Department of Transportation or similar response guidance to hazardous materials/dangerous goods incidents. Information on obtaining the "North American Emergency Response Guidebook" is available from the Regional Airports Division Manager.

(k) *Emergency access roads.* Each certificate holder must ensure that roads designated for use as emergency access roads for aircraft rescue and firefighting vehicles are maintained in a condition that will support those vehicles during all-weather conditions.

(l) *Methods and procedures.* FAA Advisory Circulars contain methods and procedures for aircraft rescue and firefighting and emergency medical equipment and training that are acceptable to the Administrator.

(m) *Implementation.* Each holder of a Class II, III, or IV Airport Operating Certificate must implement the requirements of this section no later than 36 consecutive calendar months after June 9, 2004.

[Doc. No. FAA-2000-7479, 69 FR 6424, Feb. 10, 2004; Amdt. 139-26, 69 FR 31523, June 4, 2004]

Need assistance?



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: January 09, 2017

SUBJECT: Consideration of approving proposed FY18 CDBG Partner projects/activities and overall funding plan for inclusion in the City's FY18 CDBG Action Plan.

RECOMMENDATION/MOTION: That Council approve the preliminary funding plan for the FY18 CDBG program for use in creation of the FY18 CDBG Action Plan.

STRATEGIC PLAN LINK: Goal #4 Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: Objective B: Upgrade quality of older housing stock. The Rehabilitation Loan and Grant Program will provide low and moderate income households with 0% interest, deferred loans for rehabilitation on their homes. Objective C: Preservation of property/home valuations. Replacement of dilapidated housing structures with new, affordable housing helps preserve property/home values for the entire neighborhood. Objective F: Residents increasingly sharing/taking responsibility for their homes and neighborhood. WBRP's main goal is to stabilize West Bloomington through homeowner/resident engagement.

BACKGROUND: Although City staff manage some of the CDBG programs such as the Homeowner Rehabilitation Loan and Demolition programs, staff must partner with other organizations in order to maintain a well-rounded program designed to best meet the needs of the City's low to moderate income residents and revitalize the City's Westside. Community Development utilizes the CDBG Partner Program as a way for local not-for-profit organizations and other City departments to receive financial assistance for their programs and services as well as building/facility improvements.

Community Development accepted applications for the Partner Program from July 1 – August 31, 2016. A total of 20 applications/requests were received during that timeframe with funds requested over \$1,000,000. All proposals were reviewed by the Grants Coordinator to determine compliance with HUD's CDBG Guide to National Objectives and Eligible Activities. Activities were then ranked based on consistency with the West Bloomington Neighborhood Plan, City's 2015-2019 CDGB Consolidated Plan, City Strategic Plan, Parks Master Plan and 2015 Comprehensive Plan. The Grants Coordinator and Code Enforcement Division Manager reviewed the rankings and suggested funding amounts were then allocated based on the anticipated available funding from the FY18 CDBG award. The application review has resulted in the attached proposed plan.

In addition to the Partner Program activities, the City is proposing funding the following projects with the annual CDBG allocation, carry forward funding and program income:

- Administration - \$12,000
- Rehab Service Delivery - \$30,000
- Rehabilitation Loans and Grants - \$219,212

- Demolitions - \$149,000

Next Steps:

- Create the FY18 CDBG Action Plan
- Action Plan to Council for submission approval (March 2017)
- Submit Action Plan to HUD for final approval (March/April 2017)

Application and Plan links:

FY18 Partner Application Packet

<http://www.cityblm.org/home/showdocument?id=10743>

West Bloomington Neighborhood Plan

<http://www.cityblm.org/Home/ShowDocument?id=9104>

2015-2020 CDBG Comprehensive

Plan <http://www.cityblm.org/government/departments/community-development/block-grant/consolidated-plan>

City Strategic Plan

<http://www.cityblm.org/home/showdocument?id=191>

Parks Master Plan

<http://www.cityblm.org/Home/ShowDocument?id=9106>

2015 City of Bloomington Comprehensive Plan

<http://mcplan.org/departments/division.php?structureid=75>

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

- Notice of Application Availability was promoted via the following methods:
- PATH-O-GRAM
- Direct Mail to local churches and social service providers
- Email notification to previous partners, previous non-funded applicants and program partners
- City website

FINANCIAL IMPACT: There is no direct financial impact to the City of Bloomington's general fund. All proposed activities will be funded through the Community Development Block Grant.

FUTURE OPERATIONAL COSTS ASSOCIATED WITH NEW FACILITY CONSTRUCTION:

Annual maintenance cost is estimated at \$3,400/year. Current maintenance cost is approximately \$1,000 annually.

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by: Tom Dabareiner AICP, CD 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:

- FY18 CDBG Proposed Partner Projects
- FY18 CDBG Partner Program Applications (Combined)

FY18 CDBG PARTNER PROGRAM APPLICATIONS AND FUNDING PLAN

| Organization Name | Requested | Recommended | Source | National Objective/Eligible Activity | Notes: |
|---|-------------|-------------|---------------------|---|--|
| WBRP Facade (Rehab Service Delivery) | \$1,050.00 | \$1,050.00 | FY2018 CDBG Funding | LMH Rehab | Continuation project. Separating out to ensure compliance with National Objective. |
| WBRP - Tool Library (Tools) | \$3,600.00 | \$3,600.00 | FY2018 CDBG Funding | LMH-Rehab | Continuation project. |
| WBRP Façade (Rehab) | \$6,520.00 | \$6,520.00 | FY2018 CDBG Funding | LMH - Rehab | Continuation project. |
| WBRP Façade and Tool Library (Public Service) | \$16,483.00 | \$16,371.00 | FY18 CDBG Funding | LMA | Workshop Materials = \$800; Volunteer Coordinator = \$1,430; Tool Library Coordinator = \$12,653; Admin = \$1,488 |
| BHA - Section 3 Training | \$10,000.00 | \$10,000.00 | FY2018 CDBG Funding | Admin** | Necessary to meet Section 3 training requirement for all HUD funding recipients. |
| PS Legal | \$15,000.00 | \$0.00 | NA | LMC-Public Services | Did not meet test criteria for new public service: New service or quantifiable increase. |
| Heartland Head Start-HVAC | \$18,500.00 | \$0.00 | NA | LMC-Public Facilities | Utilizing Public Facility funding for park. Could possibly fund with carry-forward funding if available. |
| PATH - Emergency Grant | \$20,000.00 | \$20,000.00 | FY2018 CDBG Funding | LMC-Public Services* | Continuation project. Cuts in state funding make the CDBG essential for the program's viability. |
| Peace Meals | \$20,000.00 | \$15,000.00 | FY2018 CDBG Funding | LMC-Public Services* | Continuation project. |
| Home Sweet Home | \$21,716.00 | \$0.00 | NA | Objective not met. | Request is for maintenance which does not meet a National Objective |
| RF4F | \$33,147.00 | \$5,000.00 | FY18 CDBG Funding | LMC-Public Services* | Continuation project. Cuts in state funding make the CDBG essential for the program's viability. |
| BHA - Fence Removal | \$35,000.00 | \$0.00 | NA | Unable to determine if this meets a national objective. | Utilizing Public Facility funding for park. Could possibly fund with carry-forward funding if available and able to qualify as meeting a national objective. |

| | | | | | |
|--|-----------------------|---------------------|---|------------------------------------|---|
| BHA - Security Cameras | \$36,000.00 | \$0.00 | NA | LMH/Multifamily Rehab | Utilizing Public Facility funding for park. Could possibly fund with carry-forward funding if available. |
| Public Works | \$50,000.00 | \$0.00 | NA | LMH/Rehab | Project will likely take place in FY17 not FY18. |
| Catalyst Ministries -PS | \$53,250.00 | \$0.00 | NA | LMC-Public Services | Will receive funding under Rehab; Not enough money under Public Service Cap to fund. |
| PATH - COC Match | \$82,140.00 | \$23,680.00 | FY2018 CDBG Funding | LMC-Public Services* | Continuation project. Cuts in state funding make the CDBG essential for the program's viability. |
| Catalyst Ministries - Rehab | \$90,930.00 | \$25,000.00 | FY2018 CDBG Funding | LMH-Rehab | Funding Basement Suite Rehab - Additional space will increase the service numbers. Some items requested do not qualify under regulations. |
| Parks and Rec | \$100,000.00 | \$40,000.00 | FY2018 CDBG Funding (\$40,000 and \$35,000 Carry-forward Funding) | LMA/Public Facilities | Part of original Annexation Agreement for subdivision; Included in Parks Master Plan. |
| Construction Charities | \$143,750.00 | \$0.00 | NA | LMH - Rehab | Project specifications and goals can be fulfilled by City staff. |
| Crosswinds Church | \$250,000.00 | \$0.00 | NA | LMA - Public Facilities | Project is not identified in the Parks Master Plan. Uniform Relocation Act is triggered. |
| Subtotals | \$1,007,086.00 | \$166,221.00 | | | |
| | | | | | |
| Other Funded Areas: | | | | Key: | |
| Admin | | \$12,000.00 | | PROPOSED FUNDING | |
| Rehab Service Delivery | | \$30,000.00 | | *Subject to 15% Public Service Cap | |
| Rehab Loans | | \$219,212.00 | | **Subject to the 20% Admin Cap | |
| Demolitions | | \$144,112.00 | | | |
| Subtotal | | \$405,324.00 | | | |
| | | | | | |
| Total CDBG Expenses Budgeted for FY18 | | \$571,545.00 | | | |

**CDBG 2017-2018 GRANT
Application for Non-
Homeowner Grants**



The City of Bloomington's Community Development Division is currently accepting applications for programs and projects seeking financial assistance from the City's Community Development Block Grant (CDBG) during the 2017-2018 fiscal year (May 1, 2017-April 30, 2018). This application is not intended for use by single-family home-owners seeking assistance with home repairs. Organizations seeking assistance with qualified projects should complete this application and submit for review no later than **COB August 31, 2016**. Typed applications are greatly appreciated. Applications can be submitted to:

City of Bloomington
Community Development Division
109 E. Olive St.
Bloomington, IL 61701
Attn: Grant Coordinator
OR
Email to jtoney@cityblm.org

Application process opens on July 1, 2016. Submission deadline is August 31, 2016. Electronic submissions are welcomed and encouraged. All applicants will receive an email confirming receipt of application.

Applicants will be notified of potential awards by January 16, 2017. Awards will be tentative pending Bloomington City Council and US Department of Housing and Urban Development approval. All award recipients will be required to submit several documents prior to receiving CDBG funds. A list of required items is available at the end of this application.

Applications must include evidence that the organization's decision-making body, such as a board of directors, has approved grant submission and is willing to accept funding should it be awarded. Evidence may include a resolution or board minutes indicating approval.

ORGANIZATION INFORMATION

| | |
|--------------------------------|--|
| Organization Name | Housing Authority of the City of Bloomington |
| Organization Street Address | 104 E. Wood Street |
| City, State and Zip | Bloomington, IL 60701 |
| FEIN (Does not start with "E") | 37-6021405 |
| DUNS Number | 04-506-4326 |
| Primary Contact | Kim Holman-Short |
| Primary Contact Title | Executive Director |
| Primary Contact Phone | 309-829-3360, ext. 204 |
| Primary Contact Fax | 309-828-9029 |

| | |
|-------------------------|--|
| Primary Contact E-Mail | kimh@bloomingtonha.com |
| Secondary Contact Name | Jeremy Hayes |
| Secondary Contact Title | Development Director |
| Secondary Contact Phone | 309-829-3360, ext. 214 |
| Secondary Contact Fax | 309-829-4644 |
| Secondary Contact Email | jeremyh@bloomingtonha.com |

PROJECT INFORMATION

| | |
|---|--|
| Project Name | Fence removal at public housing sites |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | |
| <p>The Housing Authority proposes to remove approximately 5,600 linear feet of deteriorated and unnecessary chain link fence from six different public housing sites. Many of these fences have been damaged and/or overgrown with vegetation (see Photo Attachment illustrating representative conditions). The unit cost of removing fence and clearing overgrown vegetation, based on recent contractor pricing, is estimated at between \$6 and \$7 per lineal foot, resulting in a total estimated project cost of approximately \$35,000.</p> <p>The most deteriorated sections of fencing are an eyesore and detract from the appearance of these public housing sites, which are occupied by a total of 224 apartments occupied by 493 low-income individuals. The Housing Authority proposes to hire a contractor to remove unnecessary fencing and clear overgrown vegetation. This could be conducted in phases, with the most deteriorated fencing being removed first.</p> | |
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | Holton Homes, John Kane Homes, Sunnyside, Irvin Apartments, Nierstheimer Apartments, McGraw Apts. |
| This project is: | |
| <input checked="" type="checkbox"/> A new project for the organization. | <input type="checkbox"/> A continuation project for the organization. |
| If new, will the project continue without the assistance of CDBG funding? Yes | If a continuation project, has the project received CDBG funding in the past? Y or N |
| (Project is a one-time facility improvement) | If a continuation project, is the funding requested needed to provide an expansion of current services? Y or N If yes, please include a description of the expansion of service in the Project Description. |
| | If a continuation project, is the funding vital to the continuation of the service? Y or N |
| | If a continuation project, will the funding be used to replace any private, local, state or federal funding? Y or N |
| Program Start Date | 2017 |
| Program End Date | 2017 |

Please check the category that best describes the type of project for which funding is requested.

| | | |
|---|---|--|
| <input type="checkbox"/> Housing Rehabilitation | <input type="checkbox"/> Public Service | <input checked="" type="checkbox"/> Public Facility |
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economic Development | <input checked="" type="checkbox"/> Other (please describe): |

Blight elimination/prevention

Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet.

| |
|---|
| <input checked="" type="checkbox"/> Assistance to Low/Moderate Income Persons |
| <input checked="" type="checkbox"/> Prevention/Elimination of Slum or Blight Conditions |
| <input type="checkbox"/> Urgent Need (i.e. Disaster Relief) |

Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible.

Most of the chain link fence installed at Holton Homes, John Kane Homes, and the other public housing sites in Bloomington has exceeded its useful life. Removing damaged and deteriorated fencing and overgrown vegetation will significantly improve the sites and demonstrate to both the community and the residents of public housing that these properties are valuable, productive parts of the community. Residents will be take more pride in their home and be more inclined to help keep sites attractive.

Aside from the psychological benefit to residents of more attractive surroundings, removing fencing will help the Housing Authority more efficiently maintain the grounds (mowing, trimming, etc.). The Housing Authority is in danger of having major point deductions from the annual inspections conducted by HUD to ensure public housing sites are properly maintained. The Uniform Physical Condition Standards (UPCS), HUD's property/building code, requires that fences be maintained free of vegetation and be repaired or removed when damaged. A UPCS inspection guide referring to these standards is attached to this application.

Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.)

| Income | Percentage Per Category |
|--|-------------------------|
| <input checked="" type="checkbox"/> Extremely Low Income | 80% |
| <input checked="" type="checkbox"/> Low Income | 15% |
| <input checked="" type="checkbox"/> Moderate Income | Less than 5% |
| <input checked="" type="checkbox"/> Over Income Guidelines | Less than 1% |
| Age | Percentage Per Category |
| 0 – 17 | 47.2% |
| 18-61 | 46.4% |
| 62+ | 6.3% |

Can adequate documentation of the race, income and age data be collected for program beneficiaries?
 Y or N

Please share any additional information pertinent to the clients the program serves.

Of the 493 individuals residing in these six public housing sites, 31% are documented as meeting the definition of disabled under public housing regulations. Approximately 57% of applicants are African American and 43% are white. The majority are female-headed households. Among all residents, 77% are female and 23% are male.

All statistics provided in the application, including age and income information, are valid as of August 23, 2016.

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

| |
|----|
| 1. |
| 2. |
| 3. |
| 4. |

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

Note: This table is an Excel file. Feel free to add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested |
|--|---|-------------------------------|---------------------------|
| Salary | | | |
| Benefits | | | |
| Program Delivery Costs (Limited to no more than 10% of total request) | | | |
| Commodities (Provide a breakdown per item i.e.: food, office supplies, etc.) | | | |
| Training | | | |
| Equipment (Specify) | | | |
| Other (Specify) | Contracted labor and use of equipment to remove damaged/deteriorated chain link fencing and clear out overgrown vegetation. Based on \$6/lineal ft. for 5,600 lineal ft. of fence line. | \$35,000 | \$35,000 |
| Other (Specify) | | | |
| Other (Specify) | | | |
| Totals: | | \$ 35,000 | \$ 35,000 |
| | | | |

PROJECT TIMELINE

Use the table below to provide an estimated timetable for completing the project.

| Activity | Start Date | Completion Date |
|---|--------------|-----------------|
| Project planning and coordination; notification of adjoining property owners. | January '17 | June '17 |
| Formal solicitation of bids for fence removal and associated landscape work | February '17 | March 17' |
| Review bids and enter into contract | April '17 | May '17 |
| Contractor removes fence and overgrown vegetation | May '17 | June '17 |
| | | |
| | | |

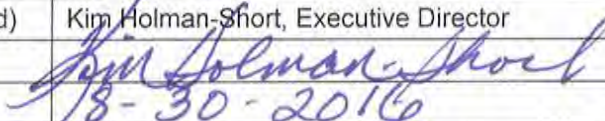
ADDITIONAL INFORMATION

Use the space below to provide any additional information that has not already been provided in regards to the project/program for which your organization is requesting assistance.

Demolition of site improvements (including fencing) would eligible to be funded through the Capital Fund Grant program that HUD makes available to help housing authorities renovate and upgrade public housing facilities. Unfortunately, these funds have decreased in recent years, leaving housing authorities to make difficult choices and prioritize many longstanding physical deficiencies. In light of the long backlog of renovation needed for dwelling units, any improvements to common areas typically are lower priorities. Finding alternate source of funds (such as CDBG) allows the Housing Authority to use its scarce Capital Fund Grant dollars on renovation of dwelling units and other structural needs.

AGREEMENT AND SIGNATURE

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that my organization is not guaranteed funding and that should my program/project be approved initially, it will have to be approved by both the Bloomington City Council and the US Department of Housing and Urban Development. I understand that, once approved, my organization will need to submit all required paperwork in order to receive funding.

| | |
|----------------------------|--|
| Name/Title (printed/typed) | Kim Holman-Short, Executive Director |
| Signature |  |
| Date | 8-30-2016 |

OUR POLICY

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form.

Photo Attachment - CDBG 2017-2018 Grant Application
Bloomington Housing Authority- Fence Removal



Overgrown fence at south edge of Holton Homes



Damaged fence at Sunnyside



Damaged fence at northwest corner of Hinshaw and Sheridan



Damaged and overgrown fence at John Kane Homes

**CDBG 2017-2018 GRANT
Application for Non-
Homeowner Grants**



The City of Bloomington's Community Development Division is currently accepting applications for programs and projects seeking financial assistance from the City's Community Development Block Grant (CDBG) during the 2017-2018 fiscal year (May 1, 2017-April 30, 2018). This application is not intended for use by single-family home-owners seeking assistance with home repairs. Organizations seeking assistance with qualified projects should complete this application and submit for review no later than **COB August 31, 2016**. Typed applications are greatly appreciated. Applications can be submitted to:

City of Bloomington
Community Development Division
109 E. Olive St.
Bloomington, IL 61701
Attn: Grant Coordinator
OR
Email to jtoney@cityblm.org

Application process opens on July 1, 2016. Submission deadline is August 31, 2016. Electronic submissions are welcomed and encouraged. All applicants will receive an email confirming receipt of application.

Applicants will be notified of potential awards by January 16, 2017. Awards will be tentative pending Bloomington City Council and US Department of Housing and Urban Development approval. All award recipients will be required to submit several documents prior to receiving CDBG funds. A list of required items is available at the end of this application.

Applications must include evidence that the organization's decision-making body, such as a board of directors, has approved grant submission and is willing to accept funding should it be awarded. Evidence may include a resolution or board minutes indicating approval.

ORGANIZATION INFORMATION

| | |
|--------------------------------|--|
| Organization Name | Housing Authority of the City of Bloomington |
| Organization Street Address | 104 E. Wood Street |
| City, State and Zip | Bloomington, IL 61701 |
| FEIN (Does not start with "E") | 37-6021405 |
| DUNS Number | 04-506-4326 |
| Primary Contact | Kim Holman-Short |
| Primary Contact Title | Executive Director |
| Primary Contact Phone | 309-829-3360 ext. 204 |
| Primary Contact Fax | 309-829-4644 |

| | |
|-------------------------|--|
| Primary Contact E-Mail | kimh@bloomingtonha.com |
| Secondary Contact Name | Stacey Wiggins |
| Secondary Contact Title | Family Self Sufficiency Grant Manager |
| Secondary Contact Phone | 309-829-3360 ext. 209 |
| Secondary Contact Fax | 309-829-4644 |
| Secondary Contact Email | staceyw@bloomingtonha.com |

PROJECT INFORMATION

| | | |
|---|---|--|
| Project Name | Self Sufficiency Training Program | |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | | |
| <p>The Housing Authority proposes to provide classroom training program for residents of the Housing Authority Public Housing Program and its Section 8 Housing Choice Voucher Program to further their employability by enhancing their individual training in various educational programs, career training and career services. In addition to the training program, the Housing Authority proposes to host a Job and Resource Fair for the Housing Authority residents to meet potential employers in an informal setting. It gives job seekers the advantage to learn more about potential employers and opportunities available. Employers from diverse sectors will be invited to participate to discuss vacancies with residents.</p> | | |
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | City of Bloomington | |
| This project is: | | |
| <input type="checkbox"/> A new project for the organization. | <input checked="" type="checkbox"/> A continuation project for the organization. | |
| If new, will the project continue without the assistance of CDBG funding? Y or N | If a continuation project, has the project received CDBG funding in the past? <input checked="" type="checkbox"/> Y or <input type="checkbox"/> N | |
| | If a continuation project, is the funding requested needed to provide an expansion of current services? <input checked="" type="checkbox"/> Y or <input type="checkbox"/> N If yes, please include a description of the expansion of service in the Project Description. | |
| | If a continuation project, is the funding vital to the continuation of the service? <input checked="" type="checkbox"/> Y or <input type="checkbox"/> N | |
| | If a continuation project, will the funding be used to replace any private, local, state or federal funding? <input checked="" type="checkbox"/> Y or <input type="checkbox"/> N | |
| Program Start Date | May 1, 2017 | |
| Program End Date | April 30, 2018 | |
| Please check the category that best describes the type of project for which funding is requested. | | |
| <input type="checkbox"/> Housing Rehabilitation | <input type="checkbox"/> Public Service | <input type="checkbox"/> Public Facility |
| <input type="checkbox"/> Infrastructure | <input checked="" type="checkbox"/> Economic Development | <input checked="" type="checkbox"/> Other (please describe): |
| Self-Sufficiency Opportunities | | |

Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet.

- Assistance to Low/Moderate Income Persons
 Prevention/Elimination of Slum or Blight Conditions
 Urgent Need (i.e. Disaster Relief)

Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible.

The Housing Authority is required under Section 3 of the HUD Act of 1968 to the greatest extent feasible, to provide employment, training and contracting to low and very-low income residents when opportunities arise from the expenditure of HUD funds. Whereas, the Housing Authority and the City of Bloomington are recipients of HUD funds, these training programs and the job fair initiative meets the regulation and the Housing Authority considers this opportunity for such an outstanding public partnership invaluable to the economic and educational growth of its residents.

The first training program will be provided by Heartland Community College on the campus of the college. Office Assistant Training is designed to provide a thorough understanding of industry standards working with Microsoft Office suite. Residents will gain the skills needed to pursue employment as entry clerks and other office careers.

The second training program will be provided by Family and Community Resource. The Career and Self-Sufficiency Program is designed to provide the skills and knowledge required of customer service professionals. The week long program consists of a series of topics related to personal growth and job preparedness consisting of job readiness, obtaining and maintaining employment, budgeting, finance and healthy living.

The Job and Resource Fair will be held at Wood Hill Towers Community Room to allow organizations and business to meet potential employees in an informal setting. Job seekers will learn more about potential employers and job opportunities available in the community. Participants will be able to explore career positions with a variety of companies at one location.

Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.)

| Income | Percentage Per Category |
|--|-------------------------|
| <input checked="" type="checkbox"/> Extremely Low Income | 90% |
| <input checked="" type="checkbox"/> Low Income | 10% |
| <input type="checkbox"/> Moderate Income | % |
| <input type="checkbox"/> Over Income Guidelines | % |
| Age | Percentage Per Category |
| 0 - 3 | % |
| 4-10 | % |
| 11-17 | % |
| 18-45 | % |
| 46-65 | % |
| 6-85 | % |

| | |
|--|---|
| 85+ | % |
| Can adequate documentation of the race, income and age data be collected for program beneficiaries? Y or N | |
| Please share any additional information pertinent to the clients the program serves. | |
| Nearly two-thirds of household in the public housing program have a female head of household. Approximately 30% of households have children in the home. The average annual household income for public housing residents is \$14,092 and the median annual income is \$9,292. These figures are both considerably less than 80% of area median income, which HUD categorizes as Extremely Low income. | |

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

| |
|--|
| 1. Family and Community Resource Center, Belinda S. Kennedy, 509 West Washington Street, Bloomington, IL 61701, 309-821-1616 |
| 2. Heartland Community College, Scot Smigel, 1500 W. Raab Road, Normal, IL 61761, 309-268-8435 |
| 3. |
| 4. |

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

Note: This table is an Excel file. Feel free to add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested |
|--|-------------|-------------------------------|---------------------------|
| Salary | | | |
| Benefits | | | |
| Program Delivery Costs (Limited to no more than 10% of total request) | | | |
| Commodities (Provide a breakdown per item i.e.: food, office supplies, etc.) | | | |

| | | | |
|---------------------|-----------------------------|----------|----------|
| Equipment (Specify) | | | |
| Other (Training) | Career and Self-Sufficiency | \$3,500 | \$3,500 |
| Other (Job Fair) | Job and Resource Fair | \$3,500 | \$3,500 |
| Other (Specify) | | | |
| Totals: | | \$11,879 | \$11,879 |
| | | | |

PROJECT TIMELINE

Use the table below to provide an estimated timetable for completing the project.

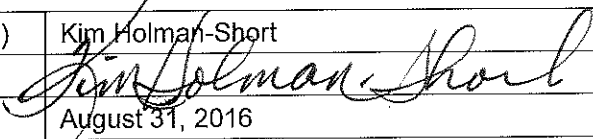
| Activity | Start Date | Completion Date |
|--------------------------------------|------------|-----------------|
| Career and Self-Sufficiency Training | May 2017 | May 2017 |
| Office Assistant Training | June 2017 | June 2017 |
| Job and Resource Fair | July 2017 | July 2017 |
| | | |
| | | |
| | | |

ADDITIONAL INFORMATION

Use the space below to provide any additional information that has not already been provided in regards to the project/program for which your organization is requesting assistance.

AGREEMENT AND SIGNATURE

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that my organization is not guaranteed funding and that should my program/project be approved initially, it will have to be approved by both the Bloomington City Council and the US Department of Housing and Urban Development. I understand that, once approved, my organization will need to submit all required paperwork in order to receive funding.

| | |
|----------------------------|--|
| Name/Title (printed/typed) | Kim Holman-Short |
| Signature |  |
| Date | August 31, 2016 |

**CDBG 2017-2018 GRANT
Application for Non-
Homeowner Grants**



The City of Bloomington's Community Development Division is currently accepting applications for programs and projects seeking financial assistance from the City's Community Development Block Grant (CDBG) during the 2017-2018 fiscal year (May 1, 2017-April 30, 2018). This application is not intended for use by single-family home-owners seeking assistance with home repairs. Organizations seeking assistance with qualified projects should complete this application and submit for review no later than **COB August 31, 2016**. Typed applications are greatly appreciated. Applications can be submitted to:

City of Bloomington
Community Development Division
109 E. Olive St.
Bloomington, IL 61701
Attn: Grant Coordinator
OR
Email to jtoney@cityblm.org

Application process opens on July 1, 2016. Submission deadline is August 31, 2016. Electronic submissions are welcomed and encouraged. All applicants will receive an email confirming receipt of application.

Applicants will be notified of potential awards by January 16, 2017. Awards will be tentative pending Bloomington City Council and US Department of Housing and Urban Development approval. All award recipients will be required to submit several documents prior to receiving CDBG funds. A list of required items is available at the end of this application.

Applications must include evidence that the organization's decision-making body, such as a board of directors, has approved grant submission and is willing to accept funding should it be awarded. Evidence may include a resolution or board minutes indicating approval.

ORGANIZATION INFORMATION

| | |
|--------------------------------|--|
| Organization Name | Housing Authority of the City of Bloomington |
| Organization Street Address | 104 E. Wood Street |
| City, State and Zip | Bloomington, IL 60701 |
| FEIN (Does not start with "E") | 37-6021405 |
| DUNS Number | 04-506-4326 |
| Primary Contact | Kim Holman-Short |
| Primary Contact Title | Executive Director |
| Primary Contact Phone | 309-829-3360, ext. 204 |
| Primary Contact Fax | 309-828-9029 |
| Primary Contact E-Mail | kimh@bloomingtonha.com |

| | |
|-------------------------|---------------------------|
| Secondary Contact Name | Jeremy Hayes |
| Secondary Contact Title | Development Director |
| Secondary Contact Phone | 309-829-3360, ext. 214 |
| Secondary Contact Fax | 309-829-4644 |
| Secondary Contact Email | jeremyh@bloomingtonha.com |

PROJECT INFORMATION

| | | |
|--|--|--|
| Project Name | Security cameras at Wood Hill Towers | |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | | |
| <p>The Housing Authority proposes to acquire and install approximately ten (10) digital security cameras, video recorders, and all related equipment as part of a new video security monitoring system. Woodhill Towers, home to approximately 275 low-income seniors and people with disabilities, has been without an operational security camera system for roughly four years since the last system became inoperable. (Only the video cameras viewing the security door areas where guests can be buzzed in by residents are operable, but this is a view-only system that does not allow for recording of video footage). The age and obsolescence of the system is such that it needs to be completely redesigned and replaced with more up-to-date technology. The Housing Authority has recognized this as a major need that would improve safety and security of our residents, but due to funding constraints has not been able to install such a system.</p> | | |
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | Wood Hill Towers property | |
| This project is: | | |
| <input checked="" type="checkbox"/> A new project for the organization. | <input type="checkbox"/> A continuation project for the organization. | |
| If new, will the project continue without the assistance of CDBG funding? Y or <input checked="" type="radio"/> N | If a continuation project, has the project received CDBG funding in the past? Y or <input checked="" type="radio"/> N | |
| | If a continuation project, is the funding requested needed to provide an expansion of current services? Y or N If yes, please include a description of the expansion of service in the Project Description. | |
| | If a continuation project, is the funding vital to the continuation of the service? Y or N | |
| | If a continuation project, will the funding be used to replace any private, local, state or federal funding? Y or N | |
| Program Start Date | 2017 | |
| Program End Date | Throughout the lifetime of the equipment. (est. 10 yrs.) | |
| Please check the category that best describes the type of project for which funding is requested. | | |
| <input type="checkbox"/> Housing Rehabilitation | <input type="checkbox"/> Public Service | <input checked="" type="checkbox"/> Public Facility |
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economic Development | <input checked="" type="checkbox"/> Other (please describe): |

Public Safety

Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet.

Assistance to Low/Moderate Income Persons

Prevention/Elimination of Slum or Blight Conditions

Urgent Need (i.e. Disaster Relief)

Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible.

Wood Hill Towers was designed as affordable housing for the elderly. Currently more than 80% of tenants are aged 55 or older. The average age is 62. Nearly half of the residents are disabled. Due to these vulnerabilities, safety and security of these buildings are extremely important.

Despite being a secure building (an access card or key is required to enter the interior security door), there are ongoing concerns about unauthorized entry. There are six entry points to the building but only security cameras at two entrances.

A new digital video system with recording capabilities would help both building management and the police department investigate and respond to concerns over unauthorized access. Such a system would have a significant deterrent value as well. Specifically, the system will reduce fear of crime and disturbance among the residents. It is intended to reduce the number of incidents of disruptive behavior in common areas of Wood Hill Towers, reduce reports of concerns about unauthorized entry, and increase the number of solved property damage crimes (e.g. vandalism). By preventing crime and vandalism, a new security camera system will prevent blighting conditions on and around the facility.

Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.)

| Income | Percentage Per Category |
|--|-------------------------|
| <input checked="" type="checkbox"/> Extremely Low Income | 79% |
| <input checked="" type="checkbox"/> Low Income | 19% |
| <input checked="" type="checkbox"/> Moderate Income | 2% |
| <input checked="" type="checkbox"/> Over Income Guidelines | Less than 1% |
| Age | Percentage Per Category |
| 0 - 3 | 0% |
| 4-10 | 0% |
| 11-17 | 0% |
| 18-45 | 2% |
| 46-65 | 68% |
| 66-85 | 27% |
| 85+ | 3% |

Can adequate documentation of the race, income and age data be collected for program beneficiaries?
 Y or N

Please share any additional information pertinent to the clients the program serves.

Of the 256 individuals residing in Wood Hill Towers, 122 (48%) are documented as meeting the definition of disabled under public housing regulations. Although not documented or tracked, a

disproportionate share of residents of Wood Hill Towers experience some symptoms of mental illness, including depression, anxiety, post-traumatic stress disorder, and psychosis.

All statistics provided in the application, including age and income information, are valid as of August 10, 2016.

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

| |
|----|
| 1. |
| 2. |

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

Note: This table is an Excel file. Feel free to add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested |
|--|---|-------------------------------|---------------------------|
| Salary | | | |
| Benefits | | | |
| Program Delivery Costs (Limited to no more than 10% of total request) | | | |
| Commodities (Provide a breakdown per item i.e.: food, office supplies, etc.) | | | |
| Training/ | | | |
| Equipment (Specify) | 2 video receivers/recorders, power supply units, 10 HD day/night security cameras (internal and external), mounting brackets, cabling and wire mold, signal extender units, related supplies and equipment. | \$36,000 | \$36,000 |
| Other (Specify) | IT services and incidental equipment to ensure network/software compatibility and aid in implementation of security camera system. | \$2,500 | |
| Totals: | | \$ 38,500 | \$ 36,000 |

PROJECT TIMELINE

Use the table below to provide an estimated timetable for completing the project.

| Activity | Start Date | Completion Date |
|--|--------------|-----------------|
| Project planning and coordination | January '17 | June '17 |
| Formal solicitation of bids for equipment (including installation) | February '17 | March '17 |
| Review bids and enter into contract | April '17 | May '17 |
| Installation of camera system and video recording units | May '17 | June '17 |
| Training of staff and implementation of video security system | June '17 | July '17 |
| | | |
| | | |

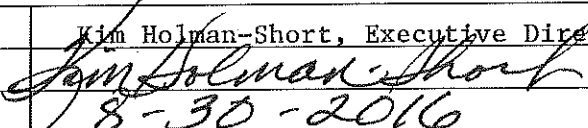
ADDITIONAL INFORMATION

Use the space below to provide any additional information that has not already been provided in regards to the project/program for which your organization is requesting assistance.

Installation of security cameras would be eligible to be funded through the Capital Fund Grant program that HUD makes available to help housing authorities renovate and upgrade public housing facilities. Unfortunately, these funds have decreased in recent years, leaving housing authorities to make difficult choices and prioritize many longstanding physical deficiencies. In light of the long backlog of renovation needed for dwelling units, any improvements to common areas typical are lower priorities. Finding alternate source of funds (such as CDBG) allows the Housing Authority to use its scarce Capital Fund Grant dollars on renovation of dwelling units and other structural needs.

AGREEMENT AND SIGNATURE

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that my organization is not guaranteed funding and that should my program/project be approved initially, it will have to be approved by both the Bloomington City Council and the US Department of Housing and Urban Development. I understand that, once approved, my organization will need to submit all required paperwork in order to receive funding.

| | |
|----------------------------|--|
| Name/Title (printed/typed) | Kim Holman-Short, Executive Director |
| Signature |  |
| Date | 8-30-2016 |

OUR POLICY

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form.

NO = LMH
or
LMC

EA = Rehab
"other"?

Rec'd
7-10-16

CDBG 2017-2018 GRANT Application for Non- Homeowner Grants



The City of Bloomington's Community Development Division is currently accepting applications for programs and projects seeking financial assistance from the City's Community Development Block Grant (CDBG) during the 2017-2018 fiscal year (May 1, 2017-April 30, 2018). This application is not intended for use by single-family home-owners seeking assistance with home repairs. Organizations seeking assistance with qualified projects should complete this application and submit for review no later than **COB August 31, 2016**. Typed applications are greatly appreciated. Applications can be submitted to:

City of Bloomington
Community Development Division
109 E. Olive St.
Bloomington, IL 61701
Attn: Grant Coordinator
OR
Email to jtonev@cityblm.org

Application process opens on July 1, 2016. Submission deadline is August 31, 2016. Electronic submissions are welcomed and encouraged. All applicants will receive an email confirming receipt of application.

Applicants will be notified of potential awards by January 16, 2017. Awards will be tentative pending Bloomington City Council and US Department of Housing and Urban Development approval. All award recipients will be required to submit several documents prior to receiving CDBG funds. A list of required items is available at the end of this application.

Applications must include evidence that the organization's decision-making body, such as a board of directors, has approved grant submission and is willing to accept funding should it be awarded. Evidence may include a resolution or board minutes indicating approval.

ORGANIZATION INFORMATION

| | |
|--------------------------------|----------------------------|
| Organization Name | Catalyst Ministries |
| Organization Street Address | 1100 N Beech St. Suite 12A |
| City, State and Zip | Normal, IL 61761 |
| FEIN (Does not start with "E") | 47-3186070 |
| DUNS Number | |
| Primary Contact | Julie Ryan |
| Primary Contact Title | Founder and President |
| Primary Contact Phone | 309-287-5445 |
| Primary Contact Fax | 309-451-3890 |

| | |
|-------------------------|-----------------------------------|
| Primary Contact E-Mail | Julie.ryan@catalystministries.net |
| Secondary Contact Name | Beth Tomko |
| Secondary Contact Title | Vice President |
| Secondary Contact Phone | 309-287-4848 |
| Secondary Contact Fax | 309-451-3890 |
| Secondary Contact Email | elisabethtomko@gmail.com |

PROJECT INFORMATION

| | | |
|---|--|---|
| Project Name | Catalyst Farms | |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | | |
| Catalyst Farms is a place where new lives are built. We work with lower income, women at risk in a community setting. We expect to have 3-6 women living at Catalyst Farms at a time. The home is at 1835 E Lincoln in Bloomington, IL. Services will include social service networks in the community in the areas of mental/ emotional health, as well as physical care. Mentoring groups will also be involved in one on one care for the women. Staffing required includes Program Director, Assistant Program Director, Mentors and 2-3 executive positions. | | |
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | | |
| This project is: | | |
| <input checked="" type="checkbox"/> A new project for the organization. | <input type="checkbox"/> A continuation project for the organization. | |
| If new, will the project continue without the assistance of CDBG funding? <u>Y</u> or N | If a continuation project, has the project received CDBG funding in the past? Y or N | |
| The house is currently a 3 bedroom, 3 bathroom older home with need for renovation, but with good usefulness for our programs, when complete. | If a continuation project, is the funding requested needed to provide an expansion of current services? Y or N If yes, please include a description of the expansion of service in the Project Description. | |
| | If a continuation project, is the funding vital to the continuation of the service? Y or N | |
| | If a continuation project, will the funding be used to replace any private, local, state or federal funding? Y or N | |
| Program Start Date | April 2016 | |
| Program End Date | Ongoing- | |
| Please check the category that best describes the type of project for which funding is requested. | | |
| <input checked="" type="checkbox"/> Housing Rehabilitation | <input type="checkbox"/> Public Service | <input type="checkbox"/> Public Facility |
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economic Development | <input type="checkbox"/> Other (please describe): |

Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet.

Assistance to Low/Moderate Income Persons

Prevention/Elimination of Slum or Blight Conditions

Urgent Need (i.e. Disaster Relief)

Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible.

The program will address holistic needs for lower income women at risk, for vocational training, restoration and overall health. Providing a safe place and community for women with backgrounds of sexual abuse and exploitation, the programs will include Life Skills, Vocational Skills, overall health and wellness needs. Through a 12-24 month program, women will graduate from the program with greater mental/ emotional and physical health, as well as an individual plan for employment, housing and any ongoing services that are needed.

Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.)

| Income | Percentage Per Category |
|--|--------------------------------|
| <input checked="" type="checkbox"/> Extremely Low Income | 50 % |
| <input checked="" type="checkbox"/> Low Income | 50 % |
| <input type="checkbox"/> Moderate Income | % |
| <input type="checkbox"/> Over Income Guidelines | % |
| Age | Percentage Per Category |
| 0 – 3 | % |
| 4-10 | % |
| 11-17 | % |
| 18-45 | % |
| 46-65 | % |
| 6-85 | % |
| 85+ | % |

Can adequate documentation of the race, income and age data be collected for program beneficiares?
Y or N

Please share any additional information pertinent to the clients the program serves.

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

| |
|---|
| 1. Heart to Heart Counselling 1100 N. Beech St. Normal, IL 61761 815-796-2207 Sandy Egle |
| 2. Labyrinth House 616 W. Monroe Street, Bloomington, IL 61701 309-831-6491 Mary@labyrinthoutreach.org |
| 3. Eastview Christian Church-1500 N. Airport Rd. Normal, IL 61761 309-451-5000 Luke Hensleigh |
| 4. Evangelical Free Church- 2910 E. Lincoln Bloomington IL 61704 309-663-6582 Rick Wagner |

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

Note: This table is an Excel file. Feel free to add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested |
|--|--|---|---|
| Salary | | | |
| Benefits | | | |
| Program Delivery Costs (Limited to no more than 10% of total request) | | | |
| Commodities (Provide a breakdown per item i.e.: food, office supplies, etc.) | | | |
| Training | | | |
| Equipment (Specify) | Computer - 2 laptops | 2000 | 2000 - not eligible |
| Other (Specify) | Landscaping/ Tree/ Yard Improvement Windows? <i>see permit? Final (Window World)</i> | 6,000 9250 | 6,000 9250 - not eligible |
| Other (Specify) | Privacy Fence Basement Suite Added | 18,000 25,000 | 18,000 25000 |
| Other (Specify) | Deck Building Permit <i>wcaved</i> Painting/ Exterior Interior 12,000 Garage HVAC | 7800 4350 4680 1850 | 7800 4350 4680 1850 |
| Totals: | | \$ 78930 | \$ 78930 |

*Painting - 12000
Garage 1850
HVAC 4350*

**CDBG 2017-2018 GRANT
Application for Non-
Homeowner Grants**



The City of Bloomington's Community Development Division is currently accepting applications for programs and projects seeking financial assistance from the City's Community Development Block Grant (CDBG) during the 2017-2018 fiscal year (May 1, 2017-April 30, 2018). This application is not intended for use by single-family home-owners seeking assistance with home repairs. Organizations seeking assistance with qualified projects should complete this application and submit for review no later than **COB August 31, 2016**. Typed applications are greatly appreciated. Applications can be submitted to:

City of Bloomington
Community Development Division
109 E. Olive St.
Bloomington, IL 61701
Attn: Grant Coordinator
OR
Email to jtoney@cityblm.org

Application process opens on July 1, 2016. Submission deadline is August 31, 2016. Electronic submissions are welcomed and encouraged. All applicants will receive an email confirming receipt of application.

Applicants will be notified of potential awards by January 16, 2017. Awards will be tentative pending Bloomington City Council and US Department of Housing and Urban Development approval. All award recipients will be required to submit several documents prior to receiving CDBG funds. A list of required items is available at the end of this application.

Applications must include evidence that the organization's decision-making body, such as a board of directors, has approved grant submission and is willing to accept funding should it be awarded. Evidence may include a resolution or board minutes indicating approval.

ORGANIZATION INFORMATION

| | |
|--------------------------------|---|
| Organization Name | West Bloomington Revitalization Project |
| Organization Street Address | 801 W. Washington Street |
| City, State and Zip | Bloomington, Illinois, 61701 |
| FEIN (Does not start with "E") | 27-2076319 |
| DUNS Number | N/A |
| Primary Contact | Michael J. O'Donnell |
| Primary Contact Title | President, WBRP Board of Directors |
| Primary Contact Phone | 309-531-2816 |
| Primary Contact Fax | Not available |

| | |
|-------------------------|---|
| Primary Contact E-Mail | Mjodonnell66@gmail.com |
| Secondary Contact Name | Richard Heiser |
| Secondary Contact Title | Vice President, WBRP Board of Directors |
| Secondary Contact Phone | 309-830-6368 |
| Secondary Contact Fax | Not available |
| Secondary Contact Email | rrheiser@aol.com |

PROJECT INFORMATION

| | |
|---|--|
| Project Name | Home Façade Program |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | |
| <p>The WBRP Housing Committee will recruit homeowners in the target neighborhood (described below) who are in need of home repairs so they can live in their homes with safety and security. Homeowners must have household income of 80% or less of the HUD area median income guidelines. Household characteristics will reflect the socio-economic diversity of the target neighborhood, including persons of minority race, ethnicity, older adults who live alone, persons with disabilities, and veterans. WBRP proposes to repair ten (10) homes in 2017-2018. Repair projects fall into four categories: (1) repairs to advance health, safety, and accessibility; (2) repairs to prevent water penetration and stabilize the structure, (3) exterior beautification and curb appeal, and (4) landscaping to improve drainage and appearance. WBRP will engage a contractual project supervisor to assess the scope of work, materials, tools, and appropriate skills required, in consultation with the Housing Committee and the homeowner. The work will be completed through a combination of paid contractors, volunteers, and homeowners. Where possible, homeowners will agree to share 25% of the cost of repairs by contributing a monetary payment and volunteer labor.</p> | |
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | The target neighborhood in the City of Bloomington is bounded by Graham St. on the North, Oakland Ave. on the South, Roosevelt St. on the East, and Euclid St. on the West. |
| This project is: | |
| <input type="checkbox"/> A new project for the organization. | <input checked="" type="checkbox"/> A continuation project for the organization. |
| If new, will the project continue without the assistance of CDBG funding? Y or N | If a continuation project, has the project received CDBG funding in the past? Yes |
| | <p>If a continuation project, is the funding requested needed to provide an expansion of current services? Yes</p> <p>If yes, please include a description of the expansion of service in the Project Description. To repair an additional ten (10) homes.</p> |
| | If a continuation project, is the funding vital to the continuation of the service? Yes |
| | If a continuation project, will the funding be used to replace any private, local, state or federal funding? No |
| Program Start Date | May 1, 2017 |

| | | |
|---|---|---|
| Program End Date | | April 30, 2018 |
| Please check the category that best describes the type of project for which funding is requested. | | |
| <input checked="" type="checkbox"/> Housing Rehabilitation | <input type="checkbox"/> Public Service | <input type="checkbox"/> Public Facility |
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economic Development | <input type="checkbox"/> Other (please describe): |
| Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet. | | |
| <input checked="" type="checkbox"/> Assistance to Low/Moderate Income Persons | | |
| <input checked="" type="checkbox"/> Prevention/Elimination of Slum or Blight Conditions | | |
| <input type="checkbox"/> Urgent Need (i.e. Disaster Relief) | | |
| Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible. | | |
| <p>The WBRP Board of Directors regards the Home Repair Program as a vital part of our mission. Through this program, now in its fifth year, we have helped many of our neighbors to stabilize their homes, enabled many long-time residents to remain on the Westside, and created a more attractive and vibrant neighborhood. These repair projects have provided numerous opportunities to build social capital on the Westside as neighbors have become more involved, better acquainted with their neighbors, learned new skills, and deepened their sense of ownership of their community. Several of our participants have since volunteered with other projects including the Tool Library, the "Bench Blitz," and the "Bed Blitz," and served on the WBRP Board. One of our measures of effectiveness for the Home Façade Program is to maintain and increase owner-occupied homes in our target neighborhood. In recent years, the ratio of home owners to renters in West Bloomington has been one-third to two-thirds respectively, compared to two-thirds owners to one-third renters ratio in the City of Bloomington overall. WBRP will collaborate with the PACE Department as the City reviews and revises its consolidated plan for housing and urban development. WBRP intends to measure changes in the availability of owner-occupied housing, affordable rental housing, and the need for further investment in urban infrastructure, such as "complete streets" to improve lighting and pedestrian safety, lower the incidence of crime, and increase security in the target neighborhood. The continuation of the CDBG grant for the Home Façade Program will also help WBRP and the West Bloomington Housing Collaborative leverage funding under the Illinois Attorney General's Foreclosure Settlement Grant Program. The third and final year of the Attorney General's grant will end in August 2017.</p> | | |
| Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.) | | |
| Income | | Percentage Per Category |
| <input checked="" type="checkbox"/> Extremely Low Income | | 70% |
| <input checked="" type="checkbox"/> Low Income | | 20% |
| <input checked="" type="checkbox"/> Moderate Income | | 10% |
| <input type="checkbox"/> Over Income Guidelines | | % |
| Age | | Percentage Per Category |
| <input type="checkbox"/> 0 – 3 | | % |

| | |
|---|-----|
| 4-10 | % |
| 11-17 | % |
| 18-45 | 20% |
| 46-65 | 40% |
| 6-85 | 40% |
| 85+ | % |
| Can adequate documentation of the race, income and age data be collected for program beneficiaries? Yes | |
| Please share any additional information pertinent to the clients the program serves. | |
| In Program Year 41, the Home Repair program assisted 8 households of whom 6 were White, 2 were African-American, 3 were 65 years of age and older, and two were veterans. | |

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

| |
|---|
| 1. PNC Financial Services Group, 502 E. Washington St., Bloomington, IL – Laurie Peterson, VP, Community Development Banking, cell: 309-06-9945; email: laural.peterson@pnc.com |
| 2. Mid Central Community Action, Inc., 1301 W. Washington St., Bloomington, IL – Deborah White, Executive Director, Phone: 309-829-0691; email: dwhite@mccainc.org |
| 3. Habitat for Humanity of McLean County, 103 W. Jefferson St., Bloomington, IL – Stan Gieson, Executive Director, Phone: (309) 827-3931; email: sgieson@habitatmclean.org |
| 4. |

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

Note: This table is an Excel file. Add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested |
|--|---|-------------------------------|---------------------------|
| Salary | P/T Volunteer Coordinator @ \$12.30/hr | 11,463 | 1,000 |
| Benefits | Withholding for federal and state taxes | 2,000 | 430 |
| Training | Lead Paint Certification | 50 | 50 |
| Program Delivery Costs (Limited to no more than 10% of total request) | Contractual Project Supervisor @ \$18/hr | 3,000 | 1,000 |
| Commodities (Provide a breakdown per item i.e.: food, office supplies, etc.) | Building materials | 11,670 | 6,520 |
| Administration | Rent, utilities, phone, insurance, accounting | 24,300 | 1,000 |
| Totals: | | \$ 52,483 | \$10,000 |

PROJECT TIMELINE

Use the table below to provide an estimated timetable for completing the project.

| Activity | Start Date | Completion Date |
|---|------------|-----------------|
| Receive applications and determine eligibility of homeowners, and set-up client files | 5-1-17 | 6-30-17 |
| Assess scope of work, prepare cost estimates, complete contracts with homeowners | 6-1-17 | 7-31-17 |
| Schedule home repairs, purchase materials, engage contractors and volunteers | 7-1-17 | 8-30-17 |
| Conduct home repair projects | 8-1-17 | 11-30-17 |
| Assess homeowner satisfaction with work completed; take corrective action as needed | 12-1-18 | 1-31-18 |
| Post all project expenditures with WBRP bookkeeper and Treasurer | 12-1-18 | 3-31-18 |
| Complete program and fiscal reports for CDBG Program Year | 4-1-18 | 4-30-18 |

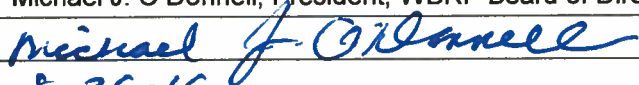
ADDITIONAL INFORMATION

Use the space below to provide any additional information that has not already been provided in regards to the project/program for which your organization is requesting assistance.

In keeping with our budgetary and accounting practices, WBRP allocates costs and expenditures for the Home Façade Repair Program across the following funding sources: City of Bloomington Community Development Grant Program (\$10,000), PNC Foundation (\$10,000), and the Illinois Attorney General's Foreclosure Settlement Recovery Grant program (estimated at \$16,961 from May 1-August 14, 2017). Expenditures for the Home Façade Program include a portion of a part-time Community Engagement/Volunteer Coordinator's salary and mandatory fringe benefits, a portion of the cost of a contractual Project Supervisor, training for lead paint certification, the purchase of building materials, and general administration, e.g., rent, utilities, communications, insurance, accounting, audit, etc.

AGREEMENT AND SIGNATURE

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that my organization is not guaranteed funding and that should my program/project be approved initially, it will have to be approved by both the Bloomington City Council and the US Department of Housing and Urban Development. I understand that, once approved, my organization will need to submit all required paperwork in order to receive funding.

| | |
|----------------------------|--|
| Name/Title (printed/typed) | Michael J. O'Donnell, President, WBRP Board of Directors |
| Signature |  |
| Date | 8-20-16 |

OUR POLICY

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form.

Project Budget

**WBRP Comprehensive Home Restoration Program and Tool Library Budget by Funding Source 2017-18
(August 20, 2016)**

| Line Item | AG Grant (ends 8-14-17) | CDBG Grants (end 4-30-18) | PNC Grant (ends 6-30-18) | Other Sources | Total Cost |
|--|------------------------------------|--------------------------------------|-------------------------------------|--------------------------|-------------------|
| Wages - Community Engagement/Volunteer Coordinator (CE/VC) (20 hr/wk @ \$12.67/ hr + holidays) | 3,287 | 1,000 | 500 | 6,676 | 11,463 |
| Wages – Tool Library Coordinator (20 hr/wk @ 12.36/hr + holidays) | 0 | 11,183 | 0 | | 11,183 |
| Mandatory Fringe Benefits | 700 | 1,900 | 100 | 1,420 | 4,120 |
| Workman’s Compensation Insurance | 908 | 100 | 100 | 1,892 | 3,000 |
| Training | | 50 | | | 50 |
| Contractual Services of Project Supervisor | 1,500 | 1,000 | 500 | | 3,000 |
| Contractual Services for Home Repairs | 3,333 | | 4,800 | | 8,133 |
| Building Material Purchases | 1,650 | 6,520 | 3,500 | | 11,670 |
| Tool Purchases | 660 | 3,600 | | | 4,260 |
| Tool Maintenance & Repairs | 0 | 320 | | | 320 |
| Community Service Workshops | 0 | 800 | | | 800 |
| Special Events | 1,500 | 0 | | 0 | 1,500 |
| Equipment Rental | 0 | 0 | | 500 | 500 |
| Facility Rent | 2,000 | 280 | 100 | 6,620 | 9,000 |
| Facility Utilities | 165 | 100 | 100 | 1,135 | 1,500 |
| Telephone and Internet Access | 165 | 100 | 100 | 635 | 1,000 |
| Insurance : General Liability, Umbrella, Tools, D&O, Volunteers | 660 | 500 | 100 | 3,240 | 4,500 |
| Accounting Services | 100 | 100 | 50 | 1,050 | 1,300 |
| Audit | 333 | 100 | 50 | 3,517 | 4,000 |
| Total Cost | 16,961 | 27,653 | 10,000 | 26,685 | 81,299 |

**CDBG 2017-2018 GRANT
Application for Non-
Homeowner Grants**



The City of Bloomington's Community Development Division is currently accepting applications for programs and projects seeking financial assistance from the City's Community Development Block Grant (CDBG) during the 2017-2018 fiscal year (May 1, 2017-April 30, 2018). This application is not intended for use by single-family home-owners seeking assistance with home repairs. Organizations seeking assistance with qualified projects should complete this application and submit for review no later than **COB August 31, 2016**. Typed applications are greatly appreciated. Applications can be submitted to:

City of Bloomington
Community Development Division
109 E. Olive St.
Bloomington, IL 61701
Attn: Grant Coordinator
OR
Email to jtoney@cityblm.org

Application process opens on July 1, 2016. Submission deadline is August 31, 2016. Electronic submissions are welcomed and encouraged. All applicants will receive an email confirming receipt of application.

Applicants will be notified of potential awards by January 16, 2017. Awards will be tentative pending Bloomington City Council and US Department of Housing and Urban Development approval. All award recipients will be required to submit several documents prior to receiving CDBG funds. A list of required items is available at the end of this application.

Applications must include evidence that the organization's decision-making body, such as a board of directors, has approved grant submission and is willing to accept funding should it be awarded. Evidence may include a resolution or board minutes indicating approval.

ORGANIZATION INFORMATION

| | |
|--------------------------------|---|
| Organization Name | Partners for Community DBA Recycling Furniture for Families |
| Organization Street Address | 515 North Center |
| City, State and Zip | Bloomington, IL 61701 |
| FEIN (Does not start with "E") | 37-1372144 |
| DUNS Number | |
| Primary Contact | Frank Downes |
| Primary Contact Title | Executive Director |
| Primary Contact Phone | 309-829-6500 |
| Primary Contact Fax | 309-820-0319 |

| | |
|-------------------------|-------------------|
| Primary Contact E-Mail | director@rf4f.org |
| Secondary Contact Name | |
| Secondary Contact Title | |
| Secondary Contact Phone | |
| Secondary Contact Fax | |
| Secondary Contact Email | |

PROJECT INFORMATION

| | | |
|---|---|---|
| Project Name | | |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | | |
| Financially support infrastructure to provide furniture and basic home items for individuals at or below the poverty level. | | |
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | More than half our Clients reside in the City of Bloomington, IL. | |
| This project is: | | |
| <input type="checkbox"/> A new project for the organization. | <input checked="" type="checkbox"/> A continuation project for the organization. | |
| If new, will the project continue without the assistance of CDBG funding? Y or N | If a continuation project, has the project received CDBG funding in the past? Yes | |
| | If a continuation project, is the funding requested needed to provide an expansion of current services? No If yes, please include a description of the expansion of service in the Project Description. | |
| | If a continuation project, is the funding vital to the continuation of the service? Yes | |
| | If a continuation project, will the funding be used to replace any private, local, state or federal funding? Yes | |
| Program Start Date | September 2012 | |
| Program End Date | No end date | |
| Please check the category that best describes the type of project for which funding is requested. | | |
| <input type="checkbox"/> Housing Rehabilitation | <input checked="" type="checkbox"/> Public Service | <input type="checkbox"/> Public Facility |
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economic Development | <input type="checkbox"/> Other (please describe): |

Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet.

Assistance to Low/Moderate Income Persons

Prevention/Elimination of Slum or Blight Conditions

Urgent Need (i.e. Disaster Relief)

Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible.

We provide basic household items to individuals that are below or are at the federal poverty guidelines. All individuals that receive our services have their income verified. We track on a Grant Year the average income of our clients.

Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.)

| Income | Percentage Per Category |
|--|-------------------------|
| <input checked="" type="checkbox"/> Extremely Low Income | 100 % |
| <input type="checkbox"/> Low Income | % |
| <input type="checkbox"/> Moderate Income | % |
| <input type="checkbox"/> Over Income Guidelines | % |
| Age | Percentage Per Category |
| 0 – 3 | 18% |
| 4-10 | 18% |
| 11-17 | 22% |
| 18-45 | 32% |
| 46-65 | 5 % |
| 65-85 | 5 % |
| 85+ | % |

Can adequate documentation of the race, income and age data be collected for program beneficiaries?
Yes

Please share any additional information pertinent to the clients the program serves.

67 % of the clients we serve are female head of household, 16 % are disabled, and 7 % are victims of domestic violence. We serve about 600 families a year with an average family size of 2.5. This equates to 1,500 people served

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

1. We get referrals from all major social service agencies and ministries located in the City of Bloomington including the Salvation Army, Home Sweet Home Ministries, Project Oz and Western Avenue Community Center.

| |
|----|
| 2. |
| 3. |
| 4. |

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

Note: This table is an Excel file. Feel free to add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested |
|--|--|-------------------------------|---------------------------|
| Salary | Warehouse Staff (2) part time @ \$ 10 per hour 45 hours a week | 23,400 | 14,000 |
| | Clerical help (2) part time 45 hours a week @ \$ 10 per hour | 23,400 | 14,000 |
| Benefits | Payroll Taxes | 3,510 | 2,142 |
| Program Delivery Costs (Limited to no more than 10% of total request) | | 2,379 | 1,427 |
| Commodities (Provide a breakdown per item i.e.: food, office supplies, etc.) | Office Supplies | 5,009 | 3,005 |
| Insurance | | 9,638 | 5,783 |
| Equipment (Specify) | | | |
| Other (Specify) | Utilities | 8,367 | 5,020 |
| Other (Specify) | Fundraising Expense | 6,655 | 0 |
| Other (Specify) | Repairs, Building Maintenance | 6,067 | 3,640 |
| Totals: | | \$ 88,425 | \$ 49,017 |
| | | | |

PROJECT TIMELINE

Use the table below to provide an estimated timetable for completing the project.

| Activity | Start Date | Completion Date |
|---|-------------|-----------------|
| Provide furniture and household items to extremely low level income Families. | May 1, 2017 | April 30, 2018 |
| | | |
| | | |

| | | |
|--|--|--|
| | | |
| | | |
| | | |

ADDITIONAL INFORMATION

Use the space below to provide any additional information that has not already been provided in regards to the project/program for which your organization is requesting assistance.

AGREEMENT AND SIGNATURE

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that my organization is not guaranteed funding and that should my program/project be approved initially, it will have to be approved by both the Bloomington City Council and the US Department of Housing and Urban Development. I understand that, once approved, my organization will need to submit all required paperwork in order to receive funding.

| | |
|----------------------------|-----------------------------------|
| Name/Title (printed/typed) | Frank Downes / Executive Director |
| Signature | <i>Frank Downes</i> |
| Date | 8/30/16 |

OUR POLICY

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form.

CDBG 2017-2018 GRANT Application for Non- Homeowner Grants



The City of Bloomington's Community Development Division is currently accepting applications for programs and projects seeking financial assistance from the City's Community Development Block Grant (CDBG) during the 2017-2018 fiscal year (May 1, 2017-April 30, 2018). This application is not intended for use by single-family home-owners seeking assistance with home repairs. Organizations seeking assistance with qualified projects should complete this application and submit for review no later than **COB August 31, 2016**. Typed applications are greatly appreciated. Applications can be submitted to:

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Applications must include evidence that the organization's decision-making body, such as a board of directors, has approved grant submission and is willing to accept funding should it be awarded. Evidence may include a resolution or board minutes indicating approval.

ORGANIZATION INFORMATION

| | |
|--------------------------------|-----------------------------|
| Organization Name | Catalyst Ministries |
| Organization Street Address | 202 Eldorado Road, Suite C1 |
| City, State and Zip | Bloomington, IL 61748 |
| FEIN (Does not start with "E") | 47-3186070 |
| DUNS Number | |
| Primary Contact | Julie Ryan |
| Primary Contact Title | Founder and President |
| Primary Contact Phone | 309-287-5445 |
| Primary Contact Fax | 309-451-3890 |

| | |
|-------------------------|-----------------------------------|
| Primary Contact E-Mail | Julie.ryan@catalystministries.net |
| Secondary Contact Name | Elisabeth Tomko |
| Secondary Contact Title | Vice President |
| Secondary Contact Phone | 309-287-4848 |
| Secondary Contact Fax | |
| Secondary Contact Email | elisabethtomko@gmail.com |

PROJECT INFORMATION

| | | |
|---|--|--|
| Project Name | | |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | | |
| Catalyst Farms is a place where new lives are built. We work with lower income, women at risk in a community setting. We expect to have 3-6 women living at Catalyst Farms at a time. The home is at 1835 E Lincoln in Bloomington, IL. Services will include social service networks in the community in the areas of mental/ emotional health, as well as physical care. Mentoring groups will also be involved in one on one care for the women. Staffing required includes Program Director, Assistant Program Director, Mentors and 2-3 executive positions. | | |
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | | |
| This project is: | | |
| <input checked="" type="checkbox"/> A new project for the organization. | <input type="checkbox"/> A continuation project for the organization. | |
| If new, will the project continue without the assistance of CDBG funding? Y or N | If a continuation project, has the project received CDBG funding in the past? Y or N | |
| The house is currently a 3 bedroom, 3 bathroom older home with need for renovation, but with good usefulness for our programs, when complete. | If a continuation project, is the funding requested needed to provide an expansion of current services? Y or N If yes, please include a description of the expansion of service in the Project Description. | |
| | If a continuation project, is the funding vital to the continuation of the service? Y or N | |
| | If a continuation project, will the funding be used to replace any private, local, state or federal funding? Y or N | |
| Program Start Date 4/2016 | | |
| Program End Date 8/2017 | | |
| Please check the category that best describes the type of project for which funding is requested. | | |
| <input type="checkbox"/> Housing Rehabilitation | <input type="checkbox"/> Public Service | <input type="checkbox"/> Public Facility |
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economic Development | <input checked="" type="checkbox"/> Other (please describe): Staffing/Training/ Lease |

| | |
|--|--------------------------------|
| Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet. | |
| X Assistance to Low/Moderate Income Persons | |
| <input type="checkbox"/> Prevention/Elimination of Slum or Blight Conditions | |
| <input type="checkbox"/> Urgent Need (i.e. Disaster Relief) | |
| Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible. | |
| <p>The program will address holistic needs for lower income women at risk, for vocational training, restoration and overall health. Providing a safe place and community for women with backgrounds of sexual abuse and exploitation, the programs will include Life Skills, Vocational Skills, overall health and wellness needs. Through a 12-24 month program, women will graduate from the program with greater mental/ emotional and physical health, as well as an individual plan for employment, housing and any ongoing services that are needed.</p> | |
| Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.) | |
| Income | Percentage Per Category |
| X Extremely Low Income | 50% |
| X Low Income | 50% |
| <input type="checkbox"/> Moderate Income | % |
| <input type="checkbox"/> Over Income Guidelines | % |
| Age | Percentage Per Category |
| 0 – 3 | 5% |
| 4-10 | 10% |
| 11-17 | 20% |
| 18-45 | 60% |
| 46-65 | 5% |
| 6-85 | % |
| 85+ | % |
| Can adequate documentation of the race, income and age data be collected for program beneficiaries? Y or N | |
| Please share any additional information pertinent to the clients the program serves. | |
| The clients will be single mothers, children of single mothers and women with a history of physical and sexual abuse and exploitation. | |

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

| | |
|--|----|
| 1. Heart to Heart Counselling 1100 N. Beech St. Normal, IL 61761 815-796-2207 Sandy Egle | 1. |
| 2.Labyrinth House 616 W. Monroe Street, Bloomington, IL 61701 309-831-6491 Mary@labyrinthoutreach.org | 2. |
| 3.Eastview Christian Church-1500 N. Airport Rd. Normal, IL 61761 309-451-5000 Luke Hensleigh | 3. |
| 4.Evangelical Free Church- 2910 E. Lincoln Bloomington Il 61704 309-663-6582 Rick Wagner | 4. |

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

Note: This table is an Excel file. Feel free to add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested |
|--|--|-------------------------------------|---------------------------|
| Salary | <ul style="list-style-type: none"> · 1 FT Program Director @ 40hours per week/ 52 weeks=\$45,000. · 3 PT Mentors @ 5 hours per week/52 weeks=\$4000. Each · 1FT Executive @ 40 hours per week/ 52 weeks=\$60,000. · 1PT Executive @ 20 hours per week/52 weeks=\$30,000. · 1PT Communications Director @ 15 hours per week/52 weeks=\$14,000. | | |
| Benefits | <ul style="list-style-type: none"> · Health Insurance for 1 FT Program Director · Health Insurance for 1 FT Executive | \$250/mox12 mo \$250/mo x 12 mo | \$3000. \$3,000. |
| Program Delivery Costs (Limited to no more than 10% of total request) | <ul style="list-style-type: none"> · Rent and utilities for staff office · Rent and utilities for program house | \$500/mo x12 mo \$800/mo x 12 mo | \$6,000 \$9600 |
| Commodities (Provide a breakdown per item i.e.: food, office supplies, etc.) | <ul style="list-style-type: none"> · Food for program house (Catalyst Farms) · Fuel for transportation to services | \$400/mo x 12 mo \$50/mo x 12 mo | \$4800 \$600 |
| Training | Training for staff members | \$250/mo x 12mo | \$3,000 |

| | | | |
|---------------------|-------------------------------------|------------|-------------|
| Equipment (Specify) | Coffee machines-vocational training | | \$1,000. |
| Other (Specify) | Computers | 3 @ 750 ea | \$2250. |
| Other (Specify) | 10 passenger van | | \$20,000 |
| Other (Specify) | | | |
| Totals: | | \$ - | \$ 214,250. |
| | | | |

PROJECT TIMELINE

Use the table below to provide an estimated timetable for completing the project.

| Activity | Start Date | Completion Date |
|----------|------------|-----------------|
| | 9/2016 | 12/2017 |
| | | |
| | | |
| | | |
| | | |
| | | |

ADDITIONAL INFORMATION

Use the space below to provide any additional information that has not already been provided in regards to the project/program for which your organization is requesting assistance.

AGREEMENT AND SIGNATURE

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that my organization is not guaranteed funding and that should my program/project be approved initially, it will have to be approved by both the Bloomington City Council and the US Department of Housing and Urban Development. I understand that, once approved, my organization will need to submit all required paperwork in order to receive funding.

| | |
|----------------------------|-----------------------------------|
| Name/Title (printed/typed) | Julie Ryan/ Founder and President |
| Signature | <i>Julie Ryan</i> |
| Date | 8/24/16 |

**CDBG 2017-2018 GRANT
Application for Non-
Homeowner Grants**



The City of Bloomington's Community Development Division is currently accepting applications for programs and projects seeking financial assistance from the City's Community Development Block Grant (CDBG) during the 2017-2018 fiscal year (May 1, 2017-April 30, 2018). This application is not intended for use by single-family home-owners seeking assistance with home repairs. Organizations seeking assistance with qualified projects should complete this application and submit for review no later than **COB August 31, 2016**. Typed applications are greatly appreciated. Applications can be submitted to:

City of Bloomington
Community Development Division
109 E. Olive St.
Bloomington, IL 61701
Attn: Grant Coordinator
OR
Email to jtoney@cityblm.org

Application process opens on July 1, 2016. Submission deadline is August 31, 2016. Electronic submissions are welcomed and encouraged. All applicants will receive an email confirming receipt of application.

Applicants will be notified of potential awards by January 16, 2017. Awards will be tentative pending Bloomington City Council and US Department of Housing and Urban Development approval. All award recipients will be required to submit several documents prior to receiving CDBG funds. A list of required items is available at the end of this application.

Applications must include evidence that the organization's decision-making body, such as a board of directors, has approved grant submission and is willing to accept funding should it be awarded. Evidence may include a resolution or board minutes indicating approval.

ORGANIZATION INFORMATION

| | |
|--------------------------------|---|
| Organization Name | Construction Charities of North America |
| Organization Street Address | 18519 w. Main St. |
| City, State and Zip | Trivoli, IL 61569 |
| FEIN (Does not start with "E") | 32-0414010 |
| DUNS Number | |
| Primary Contact | James Snyder |
| Primary Contact Title | C.E.O. |
| Primary Contact Phone | 309 312-0173 |
| Primary Contact Fax | |

| | |
|-------------------------|--|
| Primary Contact E-Mail | constructcharity@att.net |
| Secondary Contact Name | Ryan Snyder |
| Secondary Contact Title | C.O.O. |
| Secondary Contact Phone | 309 340-0252 |
| Secondary Contact Fax | - |
| Secondary Contact Email | - |

PROJECT INFORMATION

| | | |
|---|---|---|
| Project Name | Disabled Home Rehabilitation Program (D.H.R.P) | |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | <p>The DHRP will rehabilitate 3-5 homes for disabled families of low to moderate income. These families will be residents of the City of Bloomington with an income of less than 80% of the median area income. The residents will be selected using a point system (which will be presented to the City of Bloomington for adjustment and final approval) in order to determine those who are in the most need of this program. This program will focus on ease of access and any issues necessary in bringing the residence up to City of Bloomington building codes. Staffing for this program will be minimal as the C.O.O. (Ryan Snyder) will be administering this program as was done for our previous joint program (Manufactured Home Rehabilitation Program).</p> | |
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | Any resident within the corporate limits of the City of Bloomington | |
| This project is: | | |
| <input checked="" type="checkbox"/> A new project for the organization. | <input type="checkbox"/> A continuation project for the organization. | |
| If new, will the project continue without the assistance of CDBG funding? Y or N | If a continuation project, has the project received CDBG funding in the past? Y or N | |
| | If a continuation project, is the funding requested needed to provide an expansion of current services? Y or N If yes, please include a description of the expansion of service in the Project Description. | |
| | If a continuation project, is the funding vital to the continuation of the service? Y or N | |
| | If a continuation project, will the funding be used to replace any private, local, state or federal funding? Y or N | |
| Program Start Date | May 1, 2017 | |
| Program End Date | April 30, 2018 | |
| Please check the category that best describes the type of project for which funding is requested. | | |
| <input checked="" type="checkbox"/> Housing Rehabilitation | <input type="checkbox"/> Public Service | <input type="checkbox"/> Public Facility |
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economic Development | <input type="checkbox"/> Other (please describe): |

Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet.

Assistance to Low/Moderate Income Persons

Prevention/Elimination of Slum or Blight Conditions

Urgent Need (i.e. Disaster Relief)

Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible.

This program will directly assist Low/Moderate Income Disabled Persons by rehabilitating their homes using professional contractors at no cost to the persons in question. These repairs will focus on creating or maintaining ease of access into or within the residence. The specific repairs will be determined by the individual needs of the disabled person, as these needs vary largely on the extent of the disability of the individual.

The effectiveness of this program will be evaluated quarterly based on how many of the Low/Moderate Income Disabled Persons have received assistance at that point, as well as the extent of the total rehabilitations estimated for the program.

Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.)

| Income | Percentage Per Category |
|--|-------------------------|
| <input checked="" type="checkbox"/> Extremely Low Income | % |
| <input checked="" type="checkbox"/> Low Income | % |
| <input checked="" type="checkbox"/> Moderate Income | % |
| <input type="checkbox"/> Over Income Guidelines | % |
| Age | Percentage Per Category |
| 0 – 3 | % |
| 4-10 | % |
| 11-17 | % |
| 18-45 | % |
| 46-65 | % |
| 6-85 | % |
| 85+ | % |

Can adequate documentation of the race, income and age data be collected for program beneficiaries?
 Y or N

Please share any additional information pertinent to the clients the program serves.

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

| |
|----|
| 1. |
| 2. |
| 3. |
| 4. |

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

Note: This table is an Excel file. Feel free to add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested for 3 homes | CDBG Assistance Requested for 5 homes |
|---------------------------|--|-------------------------------|---------------------------------------|---------------------------------------|
| Salary | 1 FT Program Administrator (@ \$20/hr 40 hrs/wk x 52 wks % to be prorated by time spent and | \$41,600.00 | \$10,910.00 | \$18,410.00 |
| Program Delivery Costs | Annual liability insurance policy @ \$680.00/yr (to be prorated by time spent and total # of proragms) | \$680.00 | \$340.00 | \$340.00 |
| Project House 1 | Total cost of repairs not to exceed \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 |
| Project House 2 | Total cost of repairs not to exceed \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 |
| Project House 3 | Total cost of repairs not to exceed \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 |
| Project House 4 | Total cost of repairs not to exceed \$25,000.00 | \$25,000.00 | | \$25,000.00 |
| Project House 5 | Total cost of repairs not to exceed \$25,000.00 | \$25,000.00 | | \$25,000.00 |
| Totals: if 3 homes | | \$117,280.00 | \$ 86,250.00 | |
| Totals: if 5 homes | | \$167,280.00 | | \$ 143,750.00 |

PROJECT TIMELINE

Use the table below to provide an estimated timetable for completing the project.

| Activity | Start Date | Completion Date |
|--|------------|-----------------|
| Submit and augment point system | Oct 2016 | |
| Identify and communicate with potential applicants | Oct 2016 | Continuous |
| Qualify applicants | Oct 2016 | Continuous |
| Project 1 | May 2017 | July 2017 |
| Project 2 | July 2017 | Sept 2017 |
| Project 3 | Sept 2017 | Nov 2017 |
| Project 4 | Nov 2017 | Jan 2018 |
| Project 5 | Jan 2018 | Mar 2018 |

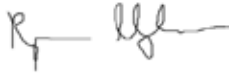
ADDITIONAL INFORMATION

Use the space below to provide any additional information that has not already been provided in regards to the project/program for which your organization is requesting assistance.

| |
|--|
| |
|--|

AGREEMENT AND SIGNATURE

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that my organization is not guaranteed funding and that should my program/project be approved initially, it will have to be approved by both the Bloomington City Council and the US Department of Housing and Urban Development. I understand that, once approved, my organization will need to submit all required paperwork in order to receive funding.

| | |
|----------------------------|---|
| Name/Title (printed/typed) | Ryan Snyder/C.O.O. |
| Signature |  |
| Date | 8/29/2016 |

**CDBG 2017-2018 GRANT
Application for Non-
Homeowner Grants**



The City of Bloomington's Community Development Division is currently accepting applications for programs and projects seeking financial assistance from the City's Community Development Block Grant (CDBG) during the 2017-2018 fiscal year (May 1, 2017-April 30, 2018). This application is not intended for use by single-family home-owners seeking assistance with home repairs. Organizations seeking assistance with qualified projects should complete this application and submit for review no later than **COB August 31, 2016**. Typed applications are greatly appreciated. Applications can be submitted to:

City of Bloomington
Community Development Division
109 E. Olive St.
Bloomington, IL 61701
Attn: Grant Coordinator
OR
Email to jtoney@cityblm.org

Application process opens on July 1, 2016. Submission deadline is August 31, 2016. Electronic submissions are welcomed and encouraged. All applicants will receive an email confirming receipt of application.

Applicants will be notified of potential awards by January 16, 2017. Awards will be tentative pending Bloomington City Council and US Department of Housing and Urban Development approval. All award recipients will be required to submit several documents prior to receiving CDBG funds. A list of required items is available at the end of this application.

Applications must include evidence that the organization's decision-making body, such as a board of directors, has approved grant submission and is willing to accept funding should it be awarded. Evidence may include a resolution or board minutes indicating approval.

ORGANIZATION INFORMATION

| | |
|--------------------------------|-----------------------|
| Organization Name | Heartland Head Start |
| Organization Street Address | 206 Stillwell St. |
| City, State and Zip | Bloomington, IL 61701 |
| FEIN (Does not start with "E") | 37-0963726 |
| DUNS Number | 1935947360000 |
| Primary Contact | Karen Bruning |
| Primary Contact Title | Executive Director |
| Primary Contact Phone | 309-662-4880 |
| Primary Contact Fax | 309-662-9470 |

| | |
|-------------------------|--|
| Primary Contact E-Mail | k.bruning@heartlandheadstart.org |
| Secondary Contact Name | Bill Dennis |
| Secondary Contact Title | Operations Director |
| Secondary Contact Phone | 309-662-4880 |
| Secondary Contact Fax | 309-662-9470 |
| Secondary Contact Email | b.dennis@heartlandheadstart.org |

PROJECT INFORMATION

| | |
|--|--|
| Project Name | HVAC Upgrade to Central Facility |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | |
| <p>HVAC Facility improvements to increase energy efficiency and promote the health and safety of the children in our care. We propose to use CDBG funds to upgrade our HVAC system in our Central Office and Early Head Start facility. Energy-efficient heating, ventilation, and cooling (HVAC) equipment can help us cut our energy use, reduce our carbon footprint, and increase our facility's comfort, health, and safety.</p> <p>The equipment used for this facility is extremely old and several systems are non-functioning. With level funding from the Office of Head Start annually, we have been unable to save enough money to replace our aging systems. Upgrading will offer children and staff an environment that is better controlled, because now, inside temperatures become very sporadic when the outside temperatures vary.</p> <p>Our Early Head Start is housed in the lower level of this facility and is currently heated/cooled by an old system. We serve 24 children (birth to age 3) congruently in this particular facility, including 40 administrative staff in the upper level. Our facility is on the West Side of Bloomington and the children and families served are at or below the federal poverty level.</p> <p>Our program's mission is to provide a comprehensive child and family development program for women receiving prenatal care, children ages birth to 5 years old and their families.</p> <p>Staffing for this project includes one Facilities Manager to oversee the project. HVAC work will be hired out by a licensed contractor.</p> | |
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | 206 Stillwell, Bloomington, IL 61701 |
| This project is: | |
| <input checked="" type="checkbox"/> A new project for the organization. | <input type="checkbox"/> A continuation project for the organization. |
| If new, will the project continue without the assistance of CDBG funding? <input checked="" type="radio"/> Y or N | If a continuation project, has the project received CDBG funding in the past? Y or N |
| | If a continuation project, is the funding requested needed to provide an expansion of current services? Y or N If yes, please include a description of the expansion of service in the Project Description. |
| | If a continuation project, is the funding vital to the continuation of the service? Y or N |
| | If a continuation project, will the funding be used to replace any private, local, state or federal funding? Y or N |

| | | |
|--|---|--|
| Program Start Date | As soon as funds are available | |
| Program End Date | As soon as project can get completed. Approx. 3 mos. From start | |
| Please check the category that best describes the type of project for which funding is requested. | | |
| <input type="checkbox"/> Housing Rehabilitation | <input type="checkbox"/> Public Service | <input type="checkbox"/> Public Facility |
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economic Development | <input checked="" type="checkbox"/> Other (please describe): |
| Early Childhood Facility | | |
| Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet. | | |
| <input checked="" type="checkbox"/> Assistance to Low/Moderate Income Persons | | |
| <input type="checkbox"/> Prevention/Elimination of Slum or Blight Conditions | | |
| <input type="checkbox"/> Urgent Need (i.e. Disaster Relief) | | |
| Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible. | | |
| <p>Our facility that needs upgraded heating and cooling units serves low income children and families (below the federal poverty level). Our services are available at no cost. Families are expected to contribute to their children's education by volunteering during program hours and by reinforcing learning concepts at home. In addition to classroom learning, we provide structured recreation activities as well as independent play in safe outdoor settings. We receive level funding from the Office of Head Start annually and do not have extra funds set aside to tackle a major renovation to our heating and air systems. Without regulating the air, our offices, classrooms and large motor play areas are often too hot or too cold for the young children and staff in our care. We then end up propping doors open, running fans and opening windows, which are not typically best practice or safe around young children. It is also not energy efficient.</p> <p>Our program continues to follow children through elementary school and beyond and we can show how the success of our program brings out success in further education. Families also show self-sufficiency in their communities with the aid of our program supports; i.e. budget, literacy, etc.</p> <p>We can evaluate the success of this funding assistance by potentially lowering our utility bills on a monthly basis and potentially qualifying for HVAC tax credits to save more money to put toward our programs. We can also show how the temperature affects comfort, health and safety within classroom activities compared to current conditions. Reducing mold, moisture, and excess temperature issues can also improve the overall health of the staff, children and families in our care.</p> <p>The contractor will estimate the costs of installing specific energy-improvement measures and use a computer program to estimate the expected energy savings. The cost of the measures divided by the annual savings will tell us the "simple payback" or how many years the measures will take to pay for themselves. Often investments in energy efficiency provide a better return than stocks, bonds, or savings accounts, while improving comfort.</p> | | |

Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.)

| Income | Percentage Per Category |
|----------------------------|--------------------------------|
| √ Extremely Low Income | 90% |
| √ Low Income | 10% |
| ___ Moderate Income | % |
| ___ Over Income Guidelines | % |
| Age | Percentage Per Category |
| 0 – 3 | 28% |
| 4-10 | 72% |
| 11-17 | % |
| 18-45 | % |
| 46-65 | % |
| 6-85 | % |
| 85+ | % |

Can adequate documentation of the race, income and age data be collected for program beneficiaries? Yes

Please share any additional information pertinent to the clients the program serves.

An examination of the poverty data available at the neighborhood (census tract) level, the majority of the dangerous areas in Bloomington coincide with the areas where the poverty rate exceeds the citywide average of 12%. Among the 13 poorest neighborhoods, 8 exceed 30% poverty, with Census Tract 2 at a staggering 93% (American Community Survey, 2013, 5-year estimates). These figures describe the neighborhoods where children enrolled at Heartland Head Start live and play. These young children need safe, comfortable facilities where they can learn and grow with their friends as well as staff knowing they are in comfortable working conditions. Parents who live in many of these areas also want to ensure their children are attending safe reliable facilities.

The majority of the children served in this facility are birth to age 3. 75% are below the federal poverty line, others are on public assistance and/or are foster children. Almost 60% are African American while 25% are white and 15% are Hispanic.

Families also attend events at this location and volunteer as well.

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

| |
|--|
| 1. Laborers Local 362 – Tony Penn, P.O. Box 3248, 2012 Fox Creed Rd., Bloomington, IL 61702-3248, 309-828-4368 |
| 2. United Way of McLean County – Registry of Volunteers. 201 E. Grove Street Bloomington, IL 61701 309.828.7383 |
| 3. |
| 4. |

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

Note: This table is an Excel file. Feel free to add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested |
|--|---|-------------------------------|---------------------------|
| Salary | 20 Hours of Oversight – Facility and Transportation Manager | \$404 | |
| Benefits | FICA, Unemployment, Worker's Compensation | \$57 | |
| Program Delivery Costs (Limited to no more than 10% of total request) | | | |
| Commodities (Provide a breakdown per item i.e.: food, office supplies, etc.) | | | |
| Training | | | |
| Equipment (Specify) | 1 AC Unit, 1 Furnace and 1 Combination Furnace/AC Unit | \$12,500 | \$12,500 |
| Other (Specify) | Labor – Licensed HVAC Contractor | \$6,000 | \$2,500 |
| Other (Specify) | | | |
| Other (Specify) | | | |
| Totals: | | \$ 18,961 | \$ 15,000 |
| | | | |

PROJECT TIMELINE

Use the table below to provide an estimated timetable for completing the project.

| Activity | Start Date | Completion Date |
|---|---|-----------------|
| Finalize three complete bids on work to be accomplished | Aug. 2016 | Oct. 30, 2016 |
| Secure funds for the project once work is outlined and a budget finalized | Oct 30, 2016 | Feb 15, 2017 |
| Begin work on HVAC upgrades – | as soon as funds are stabilized and secured | |

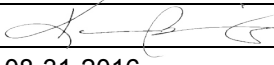
ADDITIONAL INFORMATION

Use the space below to provide any additional information that has not already been provided in regards to the project/program for which your organization is requesting assistance.

We intend to keep labor costs down in any construction of duct work or landscaping needs and/or removal of old equipment that does not require licensure. We will also recycle materials that are eligible.

AGREEMENT AND SIGNATURE

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that my organization is not guaranteed funding and that should my program/project be approved initially, it will have to be approved by both the Bloomington City Council and the US Department of Housing and Urban Development. I understand that, once approved, my organization will need to submit all required paperwork in order to receive funding.

| | |
|----------------------------|---|
| Name/Title (printed/typed) | Karen Bruning/Executive Director |
| Signature |  |
| Date | 08-31-2016 |

OUR POLICY

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form.

**CDBG 2017-2018 GRANT
Application for Non-
Homeowner Grants**



The City of Bloomington's Community Development Division is currently accepting applications for programs and projects seeking financial assistance from the City's Community Development Block Grant (CDBG) during the 2017-2018 fiscal year (May 1, 2017-April 30, 2018). This application is not intended for use by single-family home-owners seeking assistance with home repairs. Organizations seeking assistance with qualified projects should complete this application and submit for review no later than **COB August 31, 2016**. Typed applications are greatly appreciated. Applications can be submitted to:

City of Bloomington
Community Development Division
109 E. Olive St.
Bloomington, IL 61701
Attn: Grant Coordinator
OR
Email to [jtoney@cityblm.org](mailto:jtonev@cityblm.org)

Application process opens on July 1, 2016. Submission deadline is August 31, 2016. Electronic submissions are welcomed and encouraged. All applicants will receive an email confirming receipt of application.

Applicants will be notified of potential awards by January 16, 2017. Awards will be tentative pending Bloomington City Council and US Department of Housing and Urban Development approval. All award recipients will be required to submit several documents prior to receiving CDBG funds. A list of required items is available at the end of this application.

Applications must include evidence that the organization's decision-making body, such as a board of directors, has approved grant submission and is willing to accept funding should it be awarded. Evidence may include a resolution or board minutes indicating approval.

ORGANIZATION INFORMATION

| | |
|--------------------------------|---|
| Organization Name | Prairie State Legal Services |
| Organization Street Address | 201 W. Olive #200, (Administrative offices 303 N. Main, suite 600, Rockford, IL 61101) |
| City, State and Zip | Bloomington IL 61701 |
| FEIN (Does not start with "E") | 37-1030764 |
| DUNS Number | 021434485 |
| Primary Contact | Adrian Barr |
| Primary Contact Title | Managing Attorney |
| Primary Contact Phone | (309) 827-5021 Ext. 6805 |
| Primary Contact Fax | (309) 828-3776 |

| | |
|-------------------------|--|
| Primary Contact E-Mail | abarr@pslegal.org |
| Secondary Contact Name | Gail Walsh |
| Secondary Contact Title | Director of Program Development |
| Secondary Contact Phone | 815-668-4438 |
| Secondary Contact Fax | 815-965-1081 |
| Secondary Contact Email | gwalsh@pslegal.org |

PROJECT INFORMATION

| | |
|---|--|
| Project Name | Housing Advocacy Project |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | |
| <p>This project will provide legal services for low income City of Bloomington residents with housing issues. This project will focus on increasing community awareness by educating both social service providers and low income residents about legal solutions that can help households to access permanent affordable housing, address substandard housing conditions and prevent homelessness by preventing eviction or negotiating settlements that enable tenants to locate alternative housing. Legal Services may also be provided in issues impacting home ownership.</p> | |
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | City of Bloomington |
| This project is: | |
| <input type="checkbox"/> A new project for the organization. | <input checked="" type="checkbox"/> A continuation project for the organization. |
| If new, will the project continue without the assistance of CDBG funding? Y or N | If a continuation project, has the project received CDBG funding in the past? <input checked="" type="checkbox"/> or <input type="checkbox"/> |
| | <p>If a continuation project, is the funding requested needed to provide an expansion of current services? <input type="checkbox"/> or <input checked="" type="checkbox"/></p> <p>If yes, please include a description of the expansion of service in the Project Description.</p> <p>Prairie State provides legal services to low income residents with housing issues. The services include a courthouse based clinic that helps low income residents who are in court for eviction.</p> <p>The expansion of these services will improve our collaborative efforts in this project to enhance outcomes for tenants. Through outreach and collaboration we will talk to low income residents with housing problems earlier before their housing issue</p> |



| | | |
|---|--|--|
| | <p>becomes urgent. For example, if we meet with a resident with a substandard housing issue before they are facing eviction over a disputed fine they will have more options, there is less likelihood of homelessness and we are able to do more for them. The same is true of tenants with substandard housing issues. If we meet with them before they stop paying rent out of frustration with the landlord, or before their housing condition becomes dangerous it is more likely that we can resolve the substandard housing condition and the risk of homelessness is minimized.</p> <p>We will also work with the City of Bloomington and our partners to develop strategic approaches that will include legal education and outreach.</p> | |
| | <p>If a continuation project, is the funding vital to the continuation of the service? <u>Y</u> or <u>N</u></p> | |
| | <p>If a continuation project, will the funding be used to replace any private, local, state or federal funding? <u>Y</u> or <u>N</u></p> | |
| | | |
| <p>Program Start Date</p> | <p>May 1, 2017</p> | |
| <p>Program End Date</p> | <p>April 30, 2018</p> | |
| | | |
| <p>Please check the category that best describes the type of project for which funding is requested.</p> | | |
| <p><input type="checkbox"/> Housing Rehabilitation</p> | <p><input checked="" type="checkbox"/> Public Service</p> | <p><input type="checkbox"/> Public Facility</p> |
| <p><input type="checkbox"/> Infrastructure</p> | <p><input type="checkbox"/> Economic Development</p> | <p><input type="checkbox"/> Other (please describe):</p> |
| | | |
| <p>Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet.</p> | | |
| <p><input checked="" type="checkbox"/> Assistance to Low/Moderate Income Persons</p> | | |
| <p><input type="checkbox"/> Prevention/Elimination of Slum or Blight Conditions</p> | | |
| <p><input type="checkbox"/> Urgent Need (i.e. Disaster Relief)</p> | | |
| | | |
| <p>Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible.</p> | | |
| <p>Prairie State proposes providing legal services for 120 low income Bloomington households containing 225 household members in legal matters related to their housing. Of these cases we anticipate 50 households will received legal representation in negotiations, court or agency appeals with 80% of such cases achieving a favorable result. Favorable results include preventing eviction, preventing loss of a housing subsidy, improving housing conditions, negotiating additional time to locate alternative housing, gaining approval for public or subsidized housing and similar results to help low income households to gain greater housing stability. At least 90% of the clients for whom legal advice is the primary service will</p> | | |



report they understand the legal advice. It is important for low income residents to understand their legal rights and responsibilities to they may make informed decisions.

Through working with Mid Central Community Action, City of Bloomington Code Enforcement, Bloomington Housing Authority, Project Oz, the Salvation Army and other interested community agencies Prairie State will provide legal education programming to low income residents to help them understand their legal rights and responsibilities and to improve access to legal assistance.

Prairie State will provide training to staff and case handlers at PATH Homelessness Prevention, Mid Central Community Action, City of Bloomington Code Enforcement, City of Bloomington Township Project Oz, the Salvation Army and other interested community agencies to help them identify legal issues that impact low income residents' housing.

Prairie State will establish a formal referral process to allow PATH Homelessness Prevention, Mid Central Community Action, City of Bloomington Code Enforcement, Bloomington Housing Authority, Project Oz, the Salvation Army and other interested community agencies to refer low income residents with legal issues that impact their housing.

Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.)

| Income | Percentage Per Category |
|---|-------------------------|
| <input checked="" type="checkbox"/> Extremely Low Income | 60% |
| <input checked="" type="checkbox"/> Low Income | 40% |
| <input type="checkbox"/> Moderate Income | 0% |
| <input type="checkbox"/> Over Income Guidelines | 0% |
| Age (we are only looking at the primary client and not the household members) | Percentage Per Category |
| 0 – 3 | 0% |
| 4-10 | 0% |
| 11-17 | 0% |
| 18-45 | 75% |
| 46-65 | 20% |
| 66-85 | 4% |
| 85+ | 1% |

Can adequate documentation of the race, income and age data be collected for program beneficiaries? Y or N

Please share any additional information pertinent to the clients the program serves.

Our current systems tracks demographic data for the primary client but not for each household member. We can collect such data for the household members if required.

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

1. City of Bloomington, 115 E. Washington St., Bloomington, IL (309) 434-2347 - John Langloise
2. Mid Central Community Action, 1301 W. Washington St. Bloomington, IL (309) 829-0691 - Jenna Kearns

| |
|--|
| 3. PATH, 201 E. Grove St. Ste. 200, Bloomington, IL (309) 834-0549 - Lori Kimbrough |
| 4. Housing Authority of the City of Bloomington, 104 E. Wood St., Bloomington IL (309) 829-3360 - Jeremy Hayes |
| 5. Project Oz, 1105 W. Front St. Bloomington, IL (309) 827-0377 Lisa Nally-Thompson |
| 6. Salvation Army, 611 W. Washington St., Bloomington IL (309) 829-9476 - Gaby Bontea |
| 7. City of Bloomington Township, 607 S. Gridley St., Bloomington IL (309) 828-2356 Deb Skillrud |

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

Note: This table is an Excel file. Feel free to add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested |
|-----------------|-------------------------------------|-------------------------------|---------------------------|
| Salary | Managing Attorney Salary at 5.3% | \$4,790 | \$4,790 |
| Salary | Staff Attorney Salary at 7.0% | \$3,744 | \$3,744 |
| Salary | Staff Attorney Salary at 7.0% | \$3,555 | \$3,555 |
| Benefits | Managing Attorney Benefits 24.08% | \$1,153 | \$1,153 |
| Benefits | Staff Attorney Benefits at 24.08% | \$902 | \$902 |
| Benefits | Staff Attorney Benefits at 24.08% | \$856 | \$856 |
| Salary | Secretarial Support Salaries | \$3,989 | \$0 |
| Benefits | Secretarial Support Benefits 24.08% | \$961 | \$0 |
| Other (Specify) | Occupancy | \$1,635 | \$0 |
| Totals: | | \$21,585 | \$15,000 |
| Total Units | 255 | | |
| Unit Cost | \$84.65 | | |

PROJECT TIMELINE

Use the table below to provide an estimated timetable for completing the project.

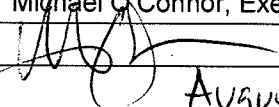
| Activity | Start Date | Completion Date |
|--|------------|-----------------|
| Contact project partners to plan outreach, education and collaboration | May 15 | Sept 30 |
| Conduct 5 outreach events | July 1 | October 30 |
| Offer Courthouse based services | May 1 | Ongoing |
| Provide legal advice and representation | May | ongoing |
| | | |
| | | |

ADDITIONAL INFORMATION

Use the space below to provide any additional information that has not already been provided in regards to the project/program for which your organization is requesting assistance.

AGREEMENT AND SIGNATURE

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that my organization is not guaranteed funding and that should my program/project be approved initially, it will have to be approved by both the Bloomington City Council and the US Department of Housing and Urban Development. I understand that, once approved, my organization will need to submit all required paperwork in order to receive funding.

| | |
|----------------------------|---|
| Name/Title (printed/typed) | Michael O'Connor, Executive Director |
| Signature |  |
| Date | August 26, 2016 |

OUR POLICY

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form.



**CDBG 2017-2018 GRANT
Application for Non-
Homeowner Grants**



The City of Bloomington's Community Development Division is currently accepting applications for programs and projects seeking financial assistance from the City's Community Development Block Grant (CDBG) during the 2017-2018 fiscal year (May 1, 2017-April 30, 2018). This application is not intended for use by single-family home-owners seeking assistance with home repairs. Organizations seeking assistance with qualified projects should complete this application and submit for review no later than **COB August 31, 2016**. Typed applications are greatly appreciated. Applications can be submitted to:

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Applications must include evidence that the organization's decision-making body, such as a board of directors, has approved grant submission and is willing to accept funding should it be awarded. Evidence may include a resolution or board minutes indicating approval.

ORGANIZATION INFORMATION

| | |
|--------------------------------|----------------------------------|
| Organization Name | Home Sweet Home Ministries, Inc. |
| Organization Street Address | 303 E Oakland Avenue |
| City, State and Zip | Bloomington, IL 61701-5243 |
| FEIN (Does not start with "E") | 370692350 |
| DUNS Number | 097322531 |
| Primary Contact | Mary Ann Pullin |
| Primary Contact Title | Chief Executive Officer |
| Primary Contact Phone | 309-828-7356 |
| Primary Contact Fax | 309-827-6415 |

| | |
|-------------------------|---------------------------|
| Primary Contact E-Mail | mpullin@hshministries.org |
| Secondary Contact Name | |
| Secondary Contact Title | |
| Secondary Contact Phone | |
| Secondary Contact Fax | |
| Secondary Contact Email | |

PROJECT INFORMATION

| | |
|---|--|
| Project Name | Fire escape repair |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | |
| <p>The Billy Shelper Center at Home Sweet Home Ministries provides temporary shelter for up to 75 men, women, and children every night. These individuals range in age from newborn infants through the elderly and all are extremely low-income and homeless. In the course of one year Home Sweet Home Ministries provides temporary shelter to approximately 560 people. The shelter is located at 303 E. Oakland Avenue, Bloomington, IL.</p> <p>The outside fire escape attached to the building provides a second means of exit for the shelter residents in the event of a fire. A recent inspection has revealed that the fire escape is structurally sound, but it needs some back-plaster at several locations and it needs to be scraped and painted.</p> <p>Home Sweet Home Ministries will contract for the repairs to be done. Our Facilities Manager will oversee the project.</p> | |
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | 303 E Oakland Avenue, Bloomington, IL 61701 |
| This project is: | |
| <input checked="" type="checkbox"/> A new project for the organization. | <input type="checkbox"/> A continuation project for the organization. |
| If new, will the project continue without the assistance of CDBG funding? <u>Y</u> or N | If a continuation project, has the project received CDBG funding in the past? Y or N |
| We will need to obtain other funding to complete the project if we do not receive CDBG funding. | If a continuation project, is the funding requested needed to provide an expansion of current services? Y or N If yes, please include a description of the expansion of service in the Project Description. |
| | If a continuation project, is the funding vital to the continuation of the service? Y or N |
| | If a continuation project, will the funding be used to replace any private, local, state or federal funding? Y or N |
| Program Start Date | As soon as funding becomes available |
| Program End Date | 30 days after the start of the project |
| Please check the category that best describes the type of project for which funding is requested. | |

| | | |
|---|--|---|
| <input type="checkbox"/> Housing Rehabilitation | <input checked="" type="checkbox"/> Public Service | <input type="checkbox"/> Public Facility |
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economic Development | <input type="checkbox"/> Other (please describe): |

Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet.

Assistance to Low/Moderate Income Persons

Prevention/Elimination of Slum or Blight Conditions

Urgent Need (i.e. Disaster Relief)

Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible.

This project will ensure the safety of low-income, homeless men, women, and children of all ages who reside at Home Sweet Home Ministries by providing a safe secondary exit from the Billy Shelper Center in the event of a fire. The effectiveness of the project will be measured by its completion.

Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.)

| Income | Percentage Per Category |
|--|-------------------------|
| <input checked="" type="checkbox"/> Extremely Low Income | 100% |
| <input type="checkbox"/> Low Income | % |
| <input type="checkbox"/> Moderate Income | % |
| <input type="checkbox"/> Over Income Guidelines | % |
| Age | Percentage Per Category |
| 0 – 3 | 2% |
| 4-10 | 14% |
| 11-17 | 2% |
| 18-45 | 57% |
| 46-65 | 22% |
| 6-85 | 3% |
| 85+ | 0% |

Can adequate documentation of the race, income and age data be collected for program beneficiaries?
 Y or N

Please share any additional information pertinent to the clients the program serves.

60% of our residents have a physical or mental disability. In the course of one year we serve several people with severely limited mobility, i.e., using a wheelchair, walker, or cane, in addition to young children who are unable to walk safely on their own.

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

| |
|-------------------|
| 1. Not applicable |
| 2. |
| 3. |
| 4. |

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

Note: This table is an Excel file. Feel free to add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested |
|--|---|-------------------------------|---------------------------|
| Salary | | | |
| Benefits | | | |
| Program Delivery Costs (Limited to no more than 10% of total request) | | | |
| Commodities (Provide a breakdown per item i.e.: food, office supplies, etc.) | Complete project. See attached quote from Tarter Construction | \$21,716.00 | \$21,716.00 |
| Training | | | |
| Equipment (Specify) | | | |
| Other (Specify) | | | |
| Other (Specify) | | | |
| Other (Specify) | | | |
| Totals: | | \$ 21,716.00 | \$ 21,716.00 |
| | | | |

PROJECT TIMELINE

Use the table below to provide an estimated timetable for completing the project.

| Activity | Start Date | Completion Date |
|---------------|-------------|---------------------|
| Begin project | When funded | 30 days after start |
| | | |

| | | |
|--|--|--|
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| | | |

ADDITIONAL INFORMATION

Use the space below to provide any additional information that has not already been provided in regards to the project/program for which your organization is requesting assistance.

AGREEMENT AND SIGNATURE

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that my organization is not guaranteed funding and that should my program/project be approved initially, it will have to be approved by both the Bloomington City Council and the US Department of Housing and Urban Development. I understand that, once approved, my organization will need to submit all required paperwork in order to receive funding.

| | |
|----------------------------|---|
| Name/Title (printed/typed) | Mary Ann Pullin/Chief Executive Officer |
| Signature | <i>Mary Ann Pullin</i> |
| Date | 7/1/2016 |

OUR POLICY

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form.



1012 Ekstam Place, Ste. 101
Bloomington, IL 61704
PH: 309-261-9049
Fax: 309-661-2033

June 14, 2016

Mr. John Schneider
Home Sweet Home Ministries
303 E. Oakland Ave.
Bloomington, IL. 61701

Re: Fire escape painting and plaster repair.

Dear Mr. Schneider,

Tarter Construction, LLC. Proposes to provide all labor, equipment, and material to repaint and patch plaster at masonry wall.

Total Costs: \$ 21,716.00

The following items are include in the total costs.

- Provide protection of work area and traffic barricades.
- Scrape/sand steel to remove existing paint where failing.
- Apply
- Primer and finish coat at all steel components.
- Remove failing back-plastered areas.
- Patch of plaster flush with existing.
- Prime and paint plaster/masonry areas.
- Lift rental, and materials.
- Regular hours Monday-Friday 7:00am-3:30pm.

Please call or email any questions you may have...

Respectfully,

Jeffrey D. Tarter
Tarter Construction, LLC.



ARCHITECTURE & DESIGN, INC.

May 11, 2016

Home Sweet Home Ministries
Ms. Mary Ann Pullin
303 E. Oakland Avenue
Bloomington, Illinois 61701

RE: Fire Escape Inspection

Ms. Pullin,

I visited the shelter site at 303 E. Oakland Avenue on Monday May 9, 2016 for a routine structural inspection of the steel fire escape on the east side of the building. I have attached photos taken at the time of the visit.

It is my professional opinion that the fire escape is structurally sound and has no alarming defects. As the photos show, it could use some maintenance. Surface rust is beginning to form and will eventually cause serious problems if not addressed. Further there is some back-plastering damage in a few locations where the attachment bolts penetrate the brick wall. While not currently a structural concern, it should be repaired at some point in the not-to-distant future. Water can infiltrate the breach in the plaster and in winter will freeze, and expand, popping off more plaster. Eventually it will damage the brick wall behind and create a substantial repair issue.

In summary, I found each of the landings, railings, stairways and the final pivoting stair to be in satisfactory condition. The unit is firmly attached to the structure and appears in every way to be structurally sound. Over the next 12-24 months, I recommend maintenance to the back-plaster at those cracked and damaged locations and a good wire-brushing and painting all as part of routine maintenance.

If there are any questions or concerns regarding this inspection please contact me at any time.

Best regards,

Russell T. Arbuckle
Illinois Licensed Architect
No. 001.020392 Exp. 11/2016

Attachment

WWW.EA-AD.NET

2416 E. WASHINGTON STREET SUITE C-3 BLOOMINGTON, IL 61704 O. 309.663.7111











**CDBG 2017-2018 GRANT
Application for Non-
Homeowner Grants**



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Applications must include evidence that the organization's decision-making body, such as a board of directors, has approved grant submission and is willing to accept funding should it be awarded. Evidence may include a resolution or board minutes indicating approval.

ORGANIZATION INFORMATION

| | |
|--------------------------------|-----------------------------|
| Organization Name | Crosswinds Community Church |
| Organization Street Address | 400 Union St |
| City, State and Zip | Bloomington, IL 61701 |
| FEIN (Does not start with "E") | |
| DUNS Number | |
| Primary Contact | Nick Mullins |
| Primary Contact Title | Park Project Manager |
| Primary Contact Phone | (309) 369-1475 |
| Primary Contact Fax | n/a |

| | |
|-------------------------|----------------------------|
| Primary Contact E-Mail | nickalanmullins@gmail.com |
| Secondary Contact Name | Shelley Bauer |
| Secondary Contact Title | Senior Pastor |
| Secondary Contact Phone | (309) 830-0628 |
| Secondary Contact Fax | n/a |
| Secondary Contact Email | shelly.bauer@crosswinds.cc |

PROJECT INFORMATION

| | | |
|---|--|---|
| Project Name | Grater Good Park Project | |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | | |
| This project would provide a green space and public park for the Northwest Neighborhood (Bloomington, IL)—the beneficiaries—in which there are no existing parks accessible to children and families without crossing two main thoroughfares and a concurrent series of railroads. This project would provide a play space (playground) for young children and a gathering space for neighborhood families and neighbors. Funding is requested to move an existing house on the lot of 1301 N Lee St and then develop a green space and public park. Northwest Neighborhood (beneficiary) demographics: 1,452 population; 647 households; 261 families; \$41,250 median household income; 20.5% of population under age 19 years (Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates). For visual representation of the beneficiary area, as well as more demographic information, see appendix, "CDBG Application Demographics and Visuals." | | |
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | Located at 1301 N Lee St, Bloomington, IL 61701 | |
| This project is: | | |
| <input checked="" type="checkbox"/> A new project for the organization. | <input type="checkbox"/> A continuation project for the organization. | |
| If new, will the project continue without the assistance of CDBG funding? Y or <input checked="" type="checkbox"/> | If a continuation project, has the project received CDBG funding in the past? Y or N | |
| Assistance is needed for the initial project; continued maintenance will be provided by the City of Bloomington. | If a continuation project, is the funding requested needed to provide an expansion of current services? Y or N If yes, please include a description of the expansion of service in the Project Description. | |
| | If a continuation project, is the funding vital to the continuation of the service? Y or N | |
| | If a continuation project, will the funding be used to replace any private, local, state or federal funding? Y or N | |
| Program Start Date | Summer 2017 | |
| Program End Date | Fall 2017 | |
| Please check the category that best describes the type of project for which funding is requested. | | |
| <input type="checkbox"/> Housing Rehabilitation | <input type="checkbox"/> Public Service | <input checked="" type="checkbox"/> Public Facility |
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economic Development | <input type="checkbox"/> Other (please describe): |

Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet.

Assistance to Low/Moderate Income Persons

Prevention/Elimination of Slum or Blight Conditions

Urgent Need (i.e. Disaster Relief)

Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible.

There is no green space park in the immediate neighborhood—all parks which are reasonably close to the neighborhood have restricted access due to physical barriers (two main thoroughfares and a concurrent series of railroads). The Northwest Neighborhood is a low-to-moderate income area. A public park and green space will provide a community-gathering place for an under-served neighborhood in the community. This project would help to prevent the disintegration of the area. Additionally, the lot is on a bus line which provides easy public access. For visual representation of physical barriers and the Northwest Neighborhood, see appendix, "CDBG Application Demographics and Visuals."

Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.)

| Income | Percentage Per Category * |
|---|---------------------------|
| <input checked="" type="checkbox"/> Extremely Low Income (0 to 25,000) | 24.6 % |
| <input checked="" type="checkbox"/> Low Income (25,101 to 49,999) | 36.6 % |
| <input checked="" type="checkbox"/> Moderate Income (50,000 to 74,999) | 19.5 % |
| <input checked="" type="checkbox"/> Over Income Guidelines (\$75,000 +) | 19.5 % |
| Age * | Percentage Per Category |
| 0 – 3 (under 5 years) | 4.3 % |
| 4-10 (5 to 9 years) | 5.5 % |
| 11-17 (10 to 19 years) | 10.7 % |
| 18-45 (20 to 44 years) | 48 % |
| 46-65 (45 to 64 years) | 25.2 % |
| 6-85 (65 to 84 years) | 4.6 % |
| 85+ (85 years +) | 1.5 % |

Can adequate documentation of the race, income and age data be collected for program beneficiaries?
 or N

Please share any additional information pertinent to the clients the program serves.

*Income categorization is estimated, based on a household size of four (Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates), because the income guidelines did not directly align with available information. For more-detailed information, see appendix, "CDBG Application Demographics and Visuals."
 **Available data for age groups did not align directly with this application; hence, the appended parenthetical ranges.

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

1. City of Bloomington Parks and Recreation Department, 115 E Washington St, Bloomington, IL 61701
2. COB contact Robert Moews at (309) 434-2260
- 3.
- 4.

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

Note: This table is an Excel file. Feel free to add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested |
|--|--|-------------------------------|---------------------------|
| Salary | n/a | | |
| Benefits | n/a | | |
| Program Delivery Costs (Limited to no more than 10% of total request) | | | |
| Commodities (Provide a breakdown per item i.e.: food, office supplies, etc.) | Purchase new lot on which to move existing house | \$30,000 | \$30,000 |
| | Playground equipment, surfacing and installation | \$175,000 | \$175,000 |
| Training | n/a | | |
| Equipment (Specify) | | | |
| Other (Specify) | Transport existing house | \$22,000 | \$22,000 |
| Other (Specify) | Site preparation | \$3,000 | \$3,000 |
| Other (Specify) | Purchase 1301 N Lee St lot | \$20,000 | \$20,000 |
| Totals: | | \$ 250,000 - | \$ 250,000 - |
| | | | |

PROJECT TIMELINE

Use the table below to provide an estimated timetable for completing the project.

| Activity | Start Date | Completion Date |
|---|------------|-----------------|
| Purchase lot to which existing home will be moved | Aug. 2017 | Sept. 2017 |
| Transport house to new location | Sept. 2017 | Sept. 2017 |
| Prepare lot at 1301 N Lee St lot and install park equipment and surfacing | Sept. 2017 | Nov. 2017 |
| | | |
| | | |
| | | |

ADDITIONAL INFORMATION

Use the space below to provide any additional information that has not already been provided in regards to the project/program for which your organization is requesting assistance.

The existing house at 1301 N Lee St, if this project is successful, will be utilized as transitional housing at the new address for young women who have aged out of foster care.

AGREEMENT AND SIGNATURE

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that my organization is not guaranteed funding and that should my program/project be approved initially, it will have to be approved by both the Bloomington City Council and the US Department of Housing and Urban Development. I understand that, once approved, my organization will need to submit all required paperwork in order to receive funding.

| | |
|----------------------------|-----------------------------|
| Name/Title (printed/typed) | Shelly Bauer; Senior Pastor |
| Signature | <i>Shelley Bauer</i> |
| Date | August 30, 2016 |

OUR POLICY

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form.

APPENDIX

CDBG Application Demographics and Visuals

Beneficiary / Northwest Neighborhood Demographics

| 2013 | | |
|---------------------------------|----------------------------|---|
| Total beneficiaries /population | 1,414 | U.S. Census Bureau, Census Explorer 2013 (http://www.census.gov/censusexplorer/censusexplorer.html) |
| Median household income | \$39,118 (in 2013 dollars) | |

Surrounding Area Demographics

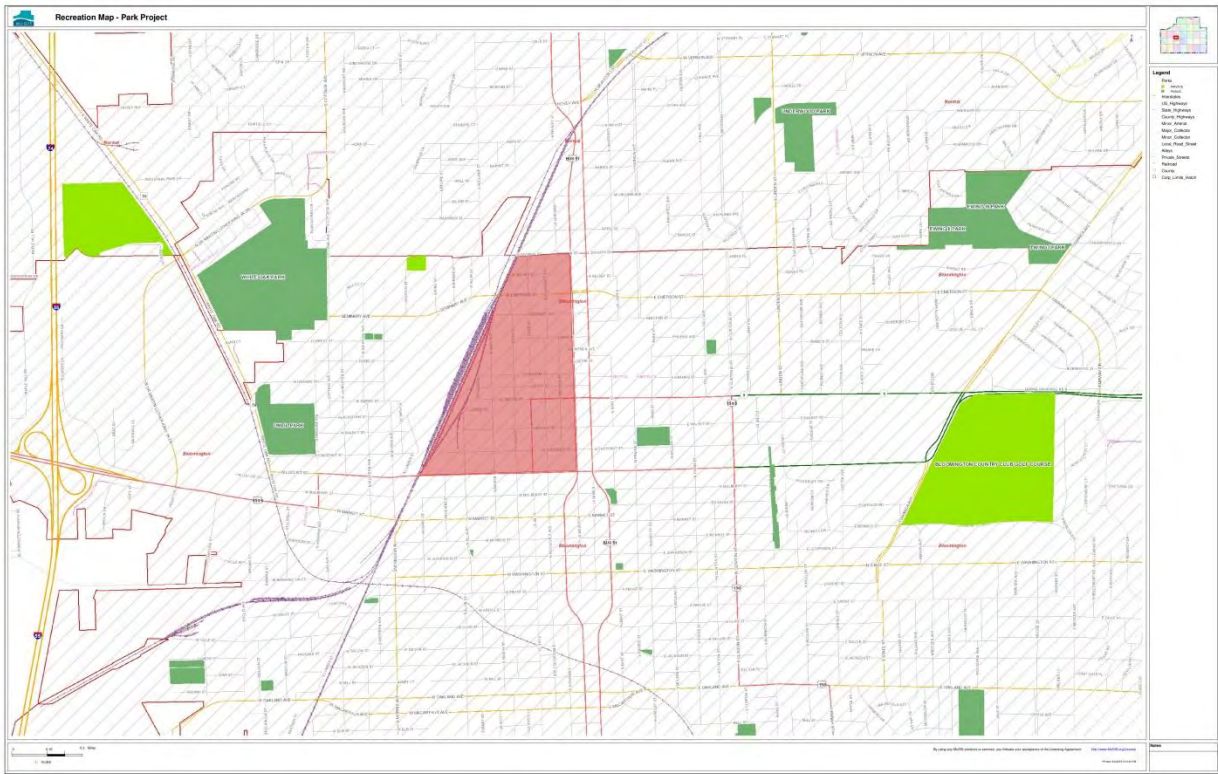
| Surrounding Area Demographics | | | |
|-------------------------------|--------------------------------|----------------------------|--|
| McLean County | Total population, July 1, 2015 | 173,166 | U.S. Census Bureau, QuickFacts 2014 (http://www.census.gov/quickfacts/table/IPE120214/17113) |
| | Median household income | \$62,955 (in 2014 dollars) | |
| | Persons in poverty | 14.3% | |

| Northwest Neighborhood <i>Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates</i> | Census Tract 13.03, McLean County, Illinois | | | |
|---|---|-----------------|---------|-------------------------|
| | Estimate | Margin of Error | Percent | Percent Margin of Error |
| INCOME AND BENEFITS (IN 2014 INFLATION-ADJUSTED DOLLARS) | | | | |
| Total households | 647 | +/-70 | 647 | (X) |
| Less than \$10,000 | 103 | +/-50 | 15.9% | +/-7.4 |
| \$10,000 to \$14,999 | 0 | +/-11 | 0.0% | +/-4.2 |
| \$15,000 to \$24,999 | 56 | +/-29 | 8.7% | +/-4.2 |
| \$25,000 to \$34,999 | 113 | +/-53 | 17.5% | +/-7.5 |
| \$35,000 to \$49,999 | 124 | +/-46 | 19.2% | +/-6.8 |
| \$50,000 to \$74,999 | 126 | +/-48 | 19.5% | +/-7.3 |
| \$75,000 to \$99,999 | 70 | +/-33 | 10.8% | +/-5.2 |
| \$100,000 to \$149,999 | 25 | +/-25 | 3.9% | +/-3.8 |
| \$150,000 to \$199,999 | 30 | +/-26 | 4.6% | +/-4.1 |
| \$200,000 or more | 0 | +/-11 | 0.0% | +/-4.2 |
| Median household income (dollars) | 41,250 | +/-6,060 | (X) | (X) |
| Mean household income (dollars) | 48,726 | +/-7,480 | (X) | (X) |
| | | | | |
| With earnings | 517 | +/-69 | 79.9% | +/-5.6 |
| Mean earnings (dollars) | 52,157 | +/-7,721 | (X) | (X) |
| With Social Security | 119 | +/-33 | 18.4% | +/-4.7 |
| Mean Social Security income (dollars) | 15,334 | +/-2,994 | (X) | (X) |
| With retirement income | 91 | +/-36 | 14.1% | +/-5.4 |
| Mean retirement income (dollars) | 20,437 | +/-5,357 | (X) | (X) |
| | | | | |
| With Supplemental Security Income | 40 | +/-25 | 6.2% | +/-3.8 |
| Mean Supplemental Security Income (dollars) | 6,388 | +/-2,007 | (X) | (X) |
| With cash public assistance income | 21 | +/-19 | 3.2% | +/-2.9 |
| Mean cash public assistance income (dollars) | 3,886 | +/-3,049 | (X) | (X) |
| With Food Stamp/SNAP benefits in the past 12 months | 104 | +/-53 | 16.1% | +/-7.5 |
| | | | | |
| Families | 261 | +/-72 | 261 | (X) |

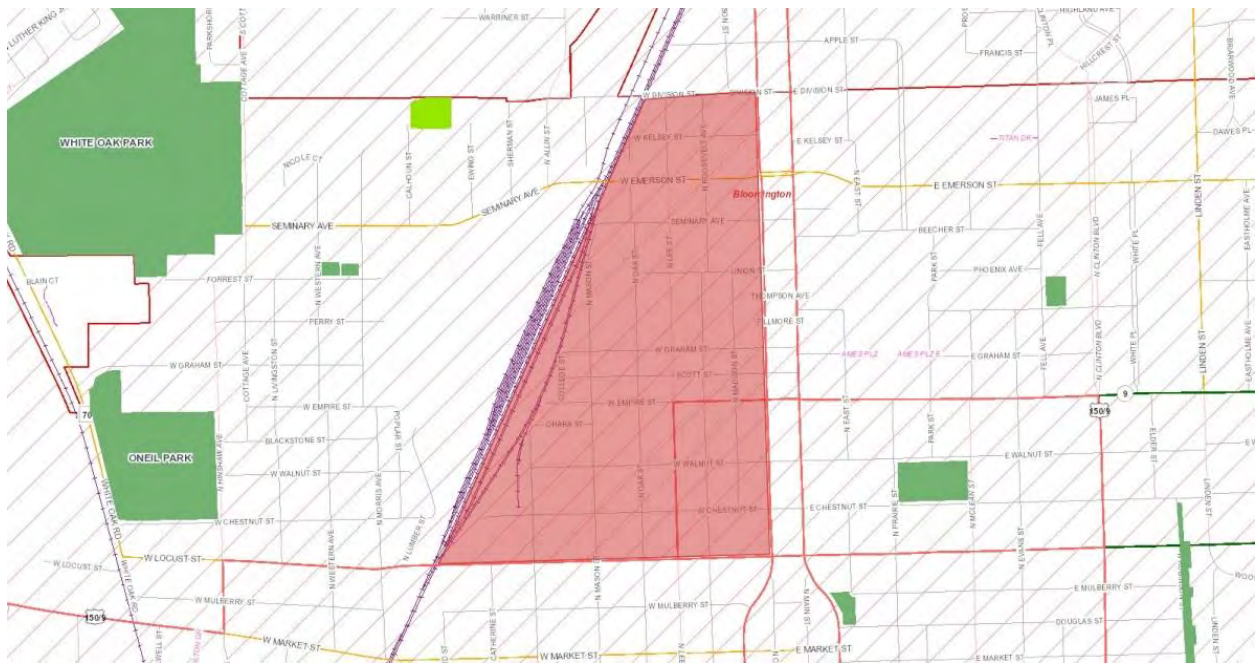
| | | | | |
|--|--------|-----------|-------|---------|
| Less than \$10,000 | 0 | +/-11 | 0.0% | +/-10.0 |
| \$10,000 to \$14,999 | 13 | +/-17 | 5.0% | +/-6.2 |
| \$15,000 to \$24,999 | 10 | +/-11 | 3.8% | +/-4.1 |
| \$25,000 to \$34,999 | 28 | +/-28 | 10.7% | +/-9.5 |
| \$35,000 to \$49,999 | 71 | +/-36 | 27.2% | +/-12.3 |
| \$50,000 to \$74,999 | 49 | +/-38 | 18.8% | +/-12.3 |
| \$75,000 to \$99,999 | 50 | +/-26 | 19.2% | +/-9.4 |
| \$100,000 to \$149,999 | 10 | +/-12 | 3.8% | +/-4.3 |
| \$150,000 to \$199,999 | 30 | +/-26 | 11.5% | +/-9.7 |
| \$200,000 or more | 0 | +/-11 | 0.0% | +/-10.0 |
| Median family income (dollars) | 52,961 | +/-12,326 | (X) | (X) |
| Mean family income (dollars) | 68,192 | +/-12,128 | (X) | (X) |
| | | | | |
| Per capita income (dollars) | 22,796 | +/-3,553 | (X) | (X) |
| | | | | |
| Nonfamily households | 386 | +/-82 | 386 | (X) |
| Median nonfamily income (dollars) | 30,333 | +/-6,878 | (X) | (X) |
| Mean nonfamily income (dollars) | 34,528 | +/-7,543 | (X) | (X) |
| | | | | |
| Median earnings for workers (dollars) | 25,362 | +/-3,149 | (X) | (X) |
| Median earnings for male full-time, year-round workers (dollars) | 32,500 | +/-12,376 | (X) | (X) |
| Median earnings for female full-time, year-round workers (dollars) | 33,304 | +/-3,636 | (X) | (X) |

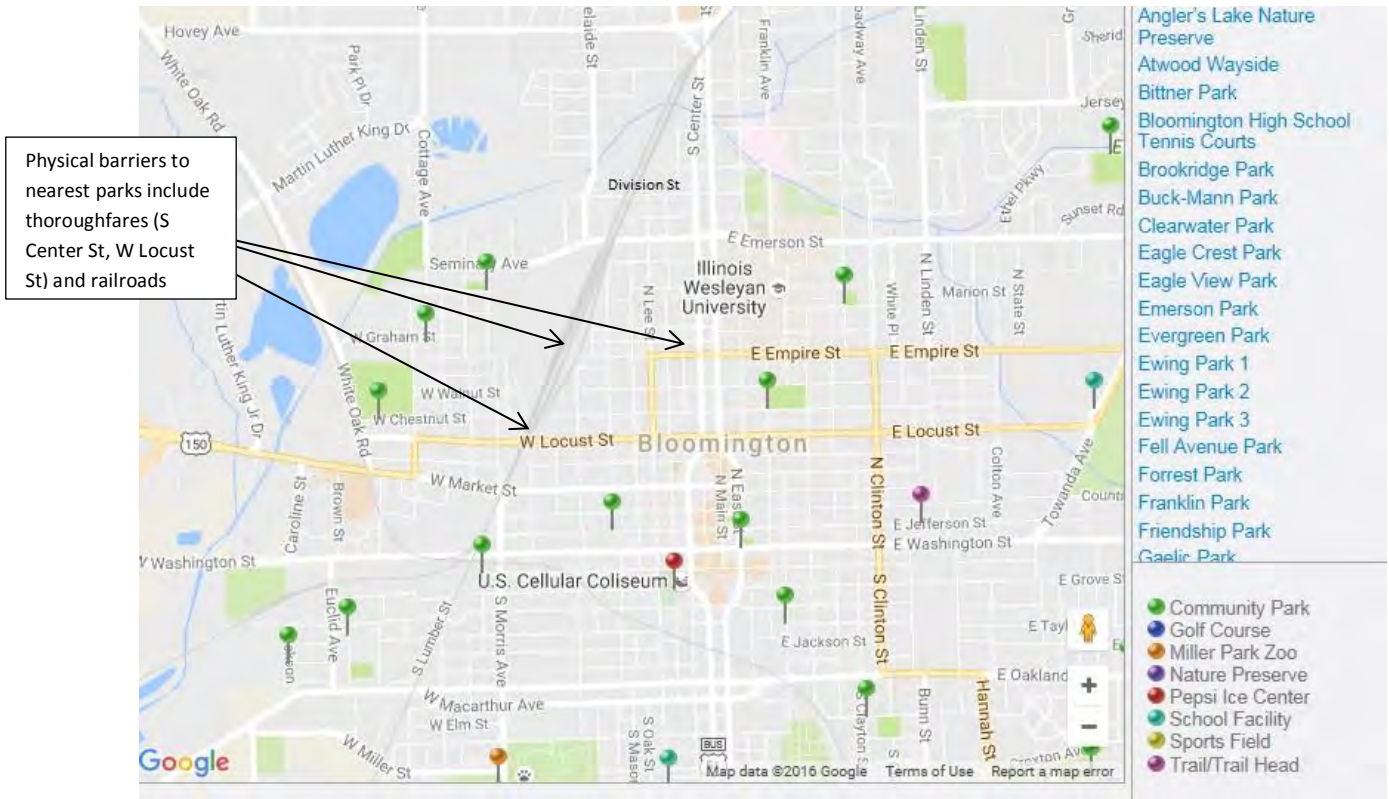
| Northwest Neighborhood <i>Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates</i> | Census Tract 13.03, McLean County, Illinois | | | | | |
|---|---|-----------------|----------|-----------------|----------|-----------------|
| | Total | | Male | | Female | |
| | Estimate | Margin of Error | Estimate | Margin of Error | Estimate | Margin of Error |
| Total population | 1,452 | +/-232 | 804 | +/-147 | 648 | +/-136 |
| AGE | | | | | | |
| Under 5 years | 4.3% | +/-3.1 | 5.6% | +/-4.5 | 2.6% | +/-2.9 |
| 5 to 9 years | 5.5% | +/-2.2 | 2.4% | +/-2.0 | 9.4% | +/-4.5 |
| 10 to 14 years | 5.6% | +/-3.1 | 7.6% | +/-4.9 | 3.2% | +/-4.2 |
| 15 to 19 years | 5.1% | +/-4.7 | 5.3% | +/-5.9 | 4.8% | +/-3.8 |
| 20 to 24 years | 6.8% | +/-4.4 | 5.8% | +/-5.9 | 8.0% | +/-5.3 |
| 25 to 29 years | 17.4% | +/-4.9 | 20.0% | +/-8.7 | 14.2% | +/-5.5 |
| 30 to 34 years | 10.1% | +/-3.4 | 8.0% | +/-3.6 | 12.7% | +/-5.7 |
| 35 to 39 years | 7.4% | +/-4.1 | 11.2% | +/-7.3 | 2.6% | +/-2.5 |
| 40 to 44 years | 6.3% | +/-3.4 | 6.7% | +/-4.1 | 5.9% | +/-3.9 |
| 45 to 49 years | 5.9% | +/-3.0 | 5.6% | +/-3.4 | 6.2% | +/-5.7 |
| 50 to 54 years | 8.7% | +/-3.7 | 3.6% | +/-3.1 | 15.1% | +/-6.7 |
| 55 to 59 years | 5.2% | +/-2.3 | 7.5% | +/-3.7 | 2.5% | +/-2.1 |
| 60 to 64 years | 5.4% | +/-2.5 | 5.5% | +/-3.7 | 5.4% | +/-3.1 |
| 65 to 69 years | 1.9% | +/-1.5 | 0.6% | +/-0.9 | 3.5% | +/-3.1 |
| 70 to 74 years | 0.3% | +/-0.7 | 0.2% | +/-0.5 | 0.5% | +/-1.0 |
| 75 to 79 years | 0.6% | +/-0.6 | 0.6% | +/-0.9 | 0.6% | +/-0.9 |
| 80 to 84 years | 1.8% | +/-1.5 | 1.9% | +/-2.9 | 1.7% | +/-2.2 |
| 85 years and over | 1.5% | +/-1.1 | 1.9% | +/-1.7 | 1.1% | +/-1.2 |

| | | | | | | | |
|-----------------------------------|-------|---------|-------|--------|-------|--------|--|
| SELECTED AGE CATEGORIES | | | | | | | |
| 5 to 14 years | 11.2% | +/-3.9 | 10.0% | +/-5.3 | 12.7% | +/-5.4 | |
| 15 to 17 years | 2.5% | +/-2.1 | 0.7% | +/-1.5 | 4.8% | +/-3.8 | |
| 18 to 24 years | 9.4% | +/-5.1 | 10.4% | +/-7.8 | 8.0% | +/-5.3 | |
| 15 to 44 years | 53.1% | +/-5.2 | 57.1% | +/-7.3 | 48.1% | +/-7.7 | |
| 16 years and over | 84.2% | +/-6.0 | 83.7% | +/-8.3 | 84.7% | +/-6.3 | |
| 18 years and over | 82.0% | +/-6.7 | 83.7% | +/-8.3 | 79.9% | +/-7.3 | |
| 60 years and over | 11.6% | +/-3.1 | 10.7% | +/-4.8 | 12.8% | +/-5.4 | |
| 62 years and over | 8.5% | +/-2.4 | 6.7% | +/-3.0 | 10.8% | +/-5.2 | |
| 65 years and over | 6.2% | +/-1.7 | 5.2% | +/-2.9 | 7.4% | +/-4.1 | |
| 75 years and over | 3.9% | +/-1.5 | 4.4% | +/-2.9 | 3.4% | +/-2.7 | |
| SUMMARY INDICATORS | | | | | | | |
| Median age (years) | 32.0 | +/-3.2 | 31.4 | +/-5.4 | 32.4 | +/-2.8 | |
| Sex ratio (males per 100 females) | 124.1 | +/-27.2 | (X) | (X) | (X) | (X) | |
| Age dependency ratio | 31.9 | +/-11.1 | (X) | (X) | (X) | (X) | |
| Old-age dependency ratio | 8.2 | +/-2.3 | (X) | (X) | (X) | (X) | |
| Child dependency ratio | 23.7 | +/-10.8 | (X) | (X) | (X) | (X) | |
| PERCENT IMPUTED | | | | | | | |
| Sex | 0.3% | (X) | (X) | (X) | (X) | (X) | |
| Age | 0.5% | (X) | (X) | (X) | (X) | (X) | |



Dark green: public park; light green: private park. See PDF 'Parks Map – Northwest Neighborhood' for higher-resolution graphic.





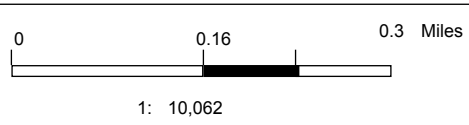
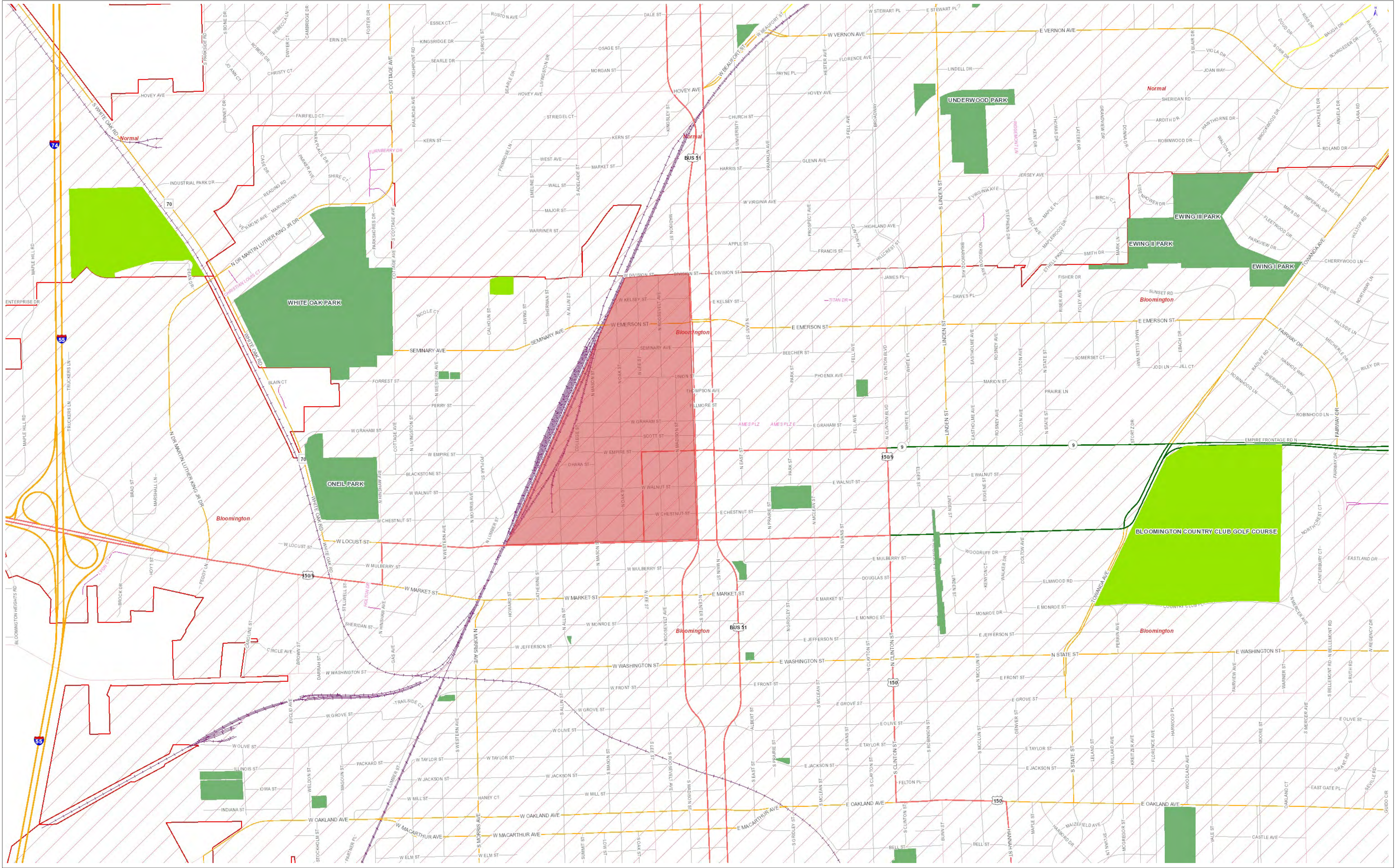
City of Bloomington Parks & Recreation (<http://4.17.232.139/parks/VW-Systems/Map/map.htm>)



Recreation Map - Park Project



- Legend**
- Parks
 - Interstate
 - State_Highways
 - County_Highways
 - Minor_Arterial
 - Major_Collector
 - Minor_Collector
 - Local_Road_Street
 - Alleys
 - Private_Streets
 - Railroad
 - County
 - Corp_Limits_Hatch



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Notes

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**CDBG 2017-2018 GRANT
Application for Non-
Homeowner Grants**



The City of Bloomington's Community Development Division is currently accepting applications for programs and projects seeking financial assistance from the City's Community Development Block Grant (CDBG) during the 2017-2018 fiscal year (May 1, 2017-April 30, 2018). This application is not intended for use by single-family home-owners seeking assistance with home repairs. Organizations seeking assistance with qualified projects should complete this application and submit for review no later than **COB August 31, 2016**. Typed applications are greatly appreciated. Applications can be submitted to:

City of Bloomington
Community Development Division
109 E. Olive St.
Bloomington, IL 61701
Attn: Grant Coordinator
OR
Email to jtoney@cityblm.org

Application process opens on July 1, 2016. Submission deadline is August 31, 2016. Electronic submissions are welcomed and encouraged. All applicants will receive an email confirming receipt of application.

Applicants will be notified of potential awards by January 16, 2017. Awards will be tentative pending Bloomington City Council and US Department of Housing and Urban Development approval. All award recipients will be required to submit several documents prior to receiving CDBG funds. A list of required items is available at the end of this application.

Applications must include evidence that the organization's decision-making body, such as a board of directors, has approved grant submission and is willing to accept funding should it be awarded. Evidence may include a resolution or board minutes indicating approval.

ORGANIZATION INFORMATION

| | |
|--------------------------------|-------------------------------|
| Organization Name | PATH, Inc. |
| Organization Street Address | 201 E. Grove Street Suite 200 |
| City, State and Zip | Bloomington, Illinois 61701 |
| FEIN (Does not start with "E") | 370959387 |
| DUNS Number | 785881335 |
| Primary Contact | Karen Zangerle |
| Primary Contact Title | Executive Director |
| Primary Contact Phone | 309.834.0500 |
| Primary Contact Fax | 309.827.7483 |

| | |
|-------------------------|--------------------------------------|
| Primary Contact E-Mail | kzangerle@pathcrisis.org |
| Secondary Contact Name | Lori Kimbrough |
| Secondary Contact Title | Program Manager of Homeless Services |
| Secondary Contact Phone | 309.834.0549 |
| Secondary Contact Fax | 309.827.7483 |
| Secondary Contact Email | lkimbrough@pathcrisis.org |

PROJECT INFORMATION

| | | |
|---|--|---|
| Project Name | PATH's Core/FID Programs | |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | | |
| <p>These grants have been operating since 1998 providing direct services for people experiencing homelessness in the City of Bloomington: 24/7 outreach to find emergency housing, a housing and benefits specialist to increase the income needed to maintain housing, case management for people who are on the streets including tent cities, and we oversee the process of HMIS system, the computer that tracks all statistics about our activities and the people we serve. These services are completed by two full time staff and one part time staff person. The estimated number of beneficiaries is about 1,000 people a year. 90% are extremely low to no income and 10% are low income. These grants serve a majority of Caucasians as well as African Americans as this is the majority make up of the community.</p> | | |
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | Bloomington | |
| This project is: | | |
| <input type="checkbox"/> A new project for the organization. | <input checked="" type="checkbox"/> A continuation project for the organization. | |
| If new, will the project continue without the assistance of CDBG funding? Y or N | If a continuation project, has the project received CDBG funding in the past? Y or N | |
| | If a continuation project, is the funding requested needed to provide an expansion of current services? Y or N If yes, please include a description of the expansion of service in the Project Description. | |
| | If a continuation project, is the funding vital to the continuation of the service? Y or N | |
| | If a continuation project, will the funding be used to replace any private, local, state or federal funding? Y or N | |
| Program Start Date | 1998 | |
| Program End Date | On-going | |
| Please check the category that best describes the type of project for which funding is requested. | | |
| <input type="checkbox"/> Housing Rehabilitation | <input checked="" type="checkbox"/> Public Service | <input type="checkbox"/> Public Facility |
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economic Development | <input type="checkbox"/> Other (please describe): |

Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet.

- Assistance to Low/Moderate Income Persons
 Prevention/Elimination of Slum or Blight Conditions
 Urgent Need (i.e. Disaster Relief)

Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible.

Our outreach worker's goal is to meet people who are newly homeless or close to being homeless. All other positions work towards these outcomes: the number and percentage of people who find permanent housing, the number and percentage of people who increase their income, and the reduction of the chronically homeless living in areas not fit for human habitation. These items fall under activities for people with low-extremely low income without adequate housing. The program effectiveness is measured every year with the submission of the APR to HUD.

Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.)

| Income | Percentage Per Category |
|--|-------------------------|
| <input checked="" type="checkbox"/> Extremely Low Income | 90% |
| <input checked="" type="checkbox"/> Low Income | 10% |
| <input type="checkbox"/> Moderate Income | % |
| <input type="checkbox"/> Over Income Guidelines | % |
| Age | Percentage Per Category |
| 0 – 3 | 15% |
| 4-10 | 16% |
| 11-17 | 10% |
| 18-45 | 36% |
| 46-65 | 23% |
| 6-85 | % |
| 85+ | % |

Can adequate documentation of the race, income and age data be collected for program beneficiaries? Y or N

Please share any additional information pertinent to the clients the program serves.

The dollars we are requesting from City of Bloomington make the 20% cash match for all of these important positions and allows us to receive HUD dollars. Without the City's match, we would have to close programs.

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

1. Home Sweet Home Ministries 303 W. Oakland Avenue, Bloomington, IL 61701, Mary Ann Pullin
2. Salvation Army, 611 W. Washington, Bloomington, IL 61701, Tom Fulop

3. Community Action, 1301 W. Washington, Bloomington, IL. 61701 Debra White

4.Children's Foundation, 403 State Street, Bloomington, IL. 61701 Lisa Piper

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

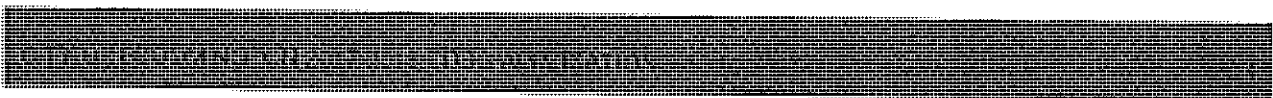
Note: This table is an Excel file. Feel free to add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested |
|--|-----------------------------|-------------------------------|---------------------------|
| Salary | Housing and Benefits | \$30,720 | \$7,680 |
| Benefits | Case Manager | \$23,500 | \$5,875 |
| Program Delivery Costs (Limited to no more than 10% of total request) | Salvation Army Case manager | \$23,500 | \$14,770 |
| | Outreach Services | \$27,920 | \$6,980 |
| Commodities (Provide a breakdown per item i.e.: food, office supplies, etc.) | Specialized Child Care | \$17,100 | \$42,500 |
| Training | Mental Health Counselor | \$8,826 | \$2,206 |
| Equipment (Specify) | | | |
| Other (Specify) | | | |
| Other (Specify) | | | |
| Other (Specify) | | | |
| Totals: | | \$ - | \$ 80,191 |

PROJECT TIMELINE

Use the table below to provide an estimated timetable for completing the project.

| Activity | Start Date | Completion Date |
|--|------------|-----------------|
| Outreach to people experiencing homelessness | ongoing | ongoing |
| Housing and Counseling Services | ongoing | ongoing |
| Case Management | ongoing | ongoing |
| Mental Health Counseling | ongoing | ongoing |
| Specialized Child Care | ongoing | ongoing |
| | | |



ADDITIONAL INFORMATION

Use the space below to provide any additional information that has not already been provided in regards to the project/program for which your organization is requesting assistance.

While we have specific programs already noted we also provide leadership in McLean County in the coordination of services. PATH holds the bi-monthly CICOC in Bloomington and also coordinates homeless activities that involve surrounding counties. PATH will also serve as a point of entry for the Coordinated Entry process as required by HUD.

AGREEMENT AND SIGNATURE

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that my organization is not guaranteed funding and that should my program/project be approved initially, it will have to be approved by both the Bloomington City Council and the US Department of Housing and Urban Development. I understand that, once approved, my organization will need to submit all required paperwork in order to receive funding.

| | |
|----------------------------|------------------------------------|
| Name/Title (printed/typed) | Karen Zangerle, Executive Director |
| Signature | <i>Karen Zangerle</i> |
| Date | 8-11-16 |

OUR POLICY

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form.

**CDBG 2017-2018 GRANT
Application for Non-
Homeowner Grants**



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| | |
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| Organization Street Address | 201 E. Grove Street Suite 200 |
| City, State and Zip | Bloomington, Illinois 61701 |
| FEIN (Does not start with "E") | 37 0959387 |
| DUNS Number | 785881335 |
| Primary Contact | Karen Zangerle |
| Primary Contact Title | Executive Director |
| Primary Contact Phone | 309.834.0500 |
| Primary Contact Fax | 309.827.7485 |

| | |
|-------------------------|--|
| Primary Contact E-Mail | kzangerle@pathcrisis.org |
| Secondary Contact Name | Lori Kimbrough |
| Secondary Contact Title | Program Manager of Homeless Services |
| Secondary Contact Phone | 309.834.0549 |
| Secondary Contact Fax | 309.827.7485 |
| Secondary Contact Email | lkimbrough@pathcrisis.org |

PROJECT INFORMATION

| | |
|---|--|
| Project Name | Emergency Funds/Hoarding |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | |
| <p>This grant serves extremely low income and low income individuals and families in the City of Bloomington. These funds are used to for rental/mortgage assistance, deposit assistance, and emergency shelter payments to ensure people have adequate and safe housing. Some funds are used for homeless prevention services including: food, housing repairs and other situations that may arise that may put a household at risk of becoming homeless. Partial funds are used to address the ongoing concerns and issues associated with people who hoard to include: counseling services and cleaning services. These services are completed by two full time staff. The estimated number of beneficiaries is about 20-30 people a year. 70% are extremely low to no income and 30% are low income. These grants serve a majority of Caucasians as well as African Americans as this is the majority make up of the community.</p> | |
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | Bloomington |
| This project is: | |
| <input type="checkbox"/> A new project for the organization. | <input checked="" type="checkbox"/> A continuation project for the organization. |
| If new, will the project continue without the assistance of CDBG funding? Y or N | If a continuation project, has the project received CDBG funding in the past? Y or N |
| | If a continuation project, is the funding requested needed to provide an expansion of current services? Y or N If yes, please include a description of the expansion of service in the Project Description. |
| | If a continuation project, is the funding vital to the continuation of the service? Y or N |
| | If a continuation project, will the funding be used to replace any private, local, state or federal funding? Y or N |
| Program Start Date | 2005 |
| Program End Date | On-going |
| Please check the category that best describes the type of project for which funding is requested. | |
| <input type="checkbox"/> Housing Rehabilitation | <input checked="" type="checkbox"/> Public Service |
| | <input type="checkbox"/> Public Facility |

| | | |
|--|---|---|
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economic Development | <input type="checkbox"/> Other (please describe): |
| <p>Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet.</p> | | |
| <input checked="" type="checkbox"/> Assistance to Low/Moderate Income Persons | | |
| <input type="checkbox"/> Prevention/Elimination of Slum or Blight Conditions | | |
| <input type="checkbox"/> Urgent Need (i.e. Disaster Relief) | | |
| <p>Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible.</p> | | |
| <p>The Emergency Care Funds will assist people to obtain or maintain affordable, clean, and safe housing within our community. Hotels can be paid for people who require that work be done to the home or apartment for which they need to vacate. Prevention funds are used to ensure that people can remain in their home to avoid becoming homeless. Hoarding services work to eradicate the hoarding behaviors through counseling and education as well as cleaning assistance. These items fall under activities for people with low-extremely low income without adequate housing.</p> | | |
| <p>Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.)</p> | | |
| Income | Percentage Per Category | |
| <input checked="" type="checkbox"/> Extremely Low Income | 70% | |
| <input checked="" type="checkbox"/> Low Income | 30% | |
| <input type="checkbox"/> Moderate Income | % | |
| <input type="checkbox"/> Over Income Guidelines | % | |
| Age | Percentage Per Category | |
| 0 – 3 | % | |
| 4-10 | % | |
| 11-17 | % | |
| 18-45 | 66% | |
| 46-65 | 29% | |
| 6-85 | 5% | |
| 85+ | % | |
| <p>Can adequate documentation of the race, income and age data be collected for program beneficiaries? Y or N</p> | | |
| <p>Please share any additional information pertinent to the clients the program serves.</p> | | |
| <p>Without this funding source, programs would no longer be available.</p> | | |

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

1. Home Sweet Home Ministries 303 W. Oakland Avenue, Bloomington, IL 61701, Mary Ann Pullin

| |
|--|
| 2. Salvation Army, 611 W. Washington, Bloomington, IL 61701, Tom Fulop |
| 3. Community Action, 1301 W. Washington, Bloomington 61701 Debra White |
| 4. |

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

Note: This table is an Excel file. Feel free to add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested |
|--|------------------------------|-------------------------------|---------------------------|
| Salary | | | |
| Benefits | | | |
| Program Delivery Costs (Limited to no more than 10% of total request) | | | |
| Commodities (Provide a breakdown per item i.e.: food, office supplies, etc.) | | | |
| Training | | | |
| Equipment (Specify) | | | |
| Other (Specify) | Deposits, rental assistance, | \$10,000 | \$10,000 |
| Other (Specify) | Hoarders/Self Neglect | \$10,000 | \$10,000 |
| Other (Specify) | | | |
| Totals: | | \$ 20,000 | \$ 20,000 |
| | | | |

PROJECT TIMELINE

Use the table below to provide an estimated timetable for completing the project.

| Activity | Start Date | Completion Date |
|--|------------|-----------------|
| rental/mortgage assistance, deposit assistance | ongoing | ongoing |
| emergency shelter payments | ongoing | ongoing |
| homeless prevention services | ongoing | ongoing |
| counseling services and cleaning services for people who hoard | ongoing | ongoing |
| | | |
| | | |



| | | |
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ADDITIONAL INFORMATION

Use the space below to provide any additional information that has not already been provided in regards to the project/program for which your organization is requesting assistance.

The Hoarder/Self-Neglect program has operated on a small budget with money just being used to pay for items needed, e.g. dumpsters. Now, the State of Illinois has given PATH a capacity grant so we have the staff paid for as well as adjunct items. Bloomington's Hoarder program will be the last funds to be accessed.

AGREEMENT AND SIGNATURE

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that my organization is not guaranteed funding and that should my program/project be approved initially, it will have to be approved by both the Bloomington City Council and the US Department of Housing and Urban Development. I understand that, once approved, my organization will need to submit all required paperwork in order to receive funding.

| | |
|----------------------------|------------------------------------|
| Name/Title (printed/typed) | Karen Zangerle, Executive Director |
| Signature | <i>Karen Zangerle</i> |
| Date | 8-11-16 |

OUR POLICY

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form.

**CDBG 2017-2018 GRANT
Application for Non-
Homeowner Grants**



The City of Bloomington's Community Development Division is currently accepting applications for programs and projects seeking financial assistance from the City's Community Development Block Grant (CDBG) during the 2017-2018 fiscal year (May 1, 2017-April 30, 2018). This application is not intended for use by single-family home-owners seeking assistance with home repairs. Organizations seeking assistance with qualified projects should complete this application and submit for review no later than **COB August 31, 2016**. Typed applications are greatly appreciated. Applications can be submitted to:

City of Bloomington
Community Development Division
109 E. Olive St.
Bloomington, IL 61701
Attn: Grant Coordinator
OR

Email to jtoney@cityblm.org

Application process opens on July 1, 2016. Submission deadline is August 31, 2016. Electronic submissions are welcomed and encouraged. All applicants will receive an email confirming receipt of application.

Applicants will be notified of potential awards by January 16, 2017. Awards will be tentative pending Bloomington City Council and US Department of Housing and Urban Development approval. All award recipients will be required to submit several documents prior to receiving CDBG funds. A list of required items is available at the end of this application.

Applications must include evidence that the organization's decision-making body, such as a board of directors, has approved grant submission and is willing to accept funding should it be awarded. Evidence may include a resolution or board minutes indicating approval.

ORGANIZATION INFORMATION

| | |
|--------------------------------|--|
| Organization Name | SBL Peace Meal Senior Nutrition Program |
| Organization Street Address | 915 Lincoln Ave |
| City, State and Zip | Charleston IL 61920 |
| FEIN (Does not start with "E") | 23-7098532 |
| DUNS Number | 071429054 |
| Primary Contact | Barbra Wylie |
| Primary Contact Title | Director |
| Primary Contact Phone | 217-345-1800 |
| Primary Contact Fax | 217-345-1809 |
| Primary Contact E-Mail | bwylie@sblhs.org |

| | |
|-------------------------|---------------------|
| Secondary Contact Name | Emelia Suess |
| Secondary Contact Title | Regional Supervisor |
| Secondary Contact Phone | 815-685-8637 |
| Secondary Contact Fax | 217-345-1809 |
| Secondary Contact Email | esuess@sblhs.org |

PROJECT INFORMATION

| | |
|--|---|
| Project Name | Peace Meal Senior Nutrition Congregate & Home Delivered Meals |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | |
| <p>Peace Meal Senior Nutrition Program is an Older Americans Act congregare and home delivered meal program, sponsored by Sarah Bush Lincoln Health Center. The mission of Peace Meal is to provide quality meals for healthier lives. We help seniors improve their nutrition, sustain their independence and enhance the quality of their life by providing meals, fellowship and connections to other needed services. Peace Meal provides a hot noon meal to senior citizens in a fourteen-county region.</p> <p>Meals are served at congregare sites to any individuals aged sixty and older, and spouses. Bloomington congregare sites include Woodhill Towers and Lincoln Towers. Peace Meal is in the process of developing a congregare restaurant program in Bloomington. It is anticipated that this program will be functioning by October 1, 2016, however an exact date is not available at this time. The traditional sites will serve approximately 100 Bloomington residents, 65% female and 35% male, primarily low income. The new restaurant program is anticipated to serve an additional 100 unduplicated individuals, although a much lower number of those are anticipated to be below the poverty level. Approximately 25% of all congregare clients will live alone.</p> <p>Home delivered meals are available to individuals who are unable to reasonably attend a congregare site. Delivery is available throughout the city. Assessment, outreach and nutrition education services are also provided in Bloomington. Approximately 240 Bloomington clients will receive home delivered meals. Demographics are anticipated to be the same as for congregare clients. More home delivered meal clients live alone, however, as many as 50%.</p> <p>Bloomington has two Site Supervisors, one for the home delivered meal program and one for the Woodhill site. These individuals maintain site records and coordinate serving meals. The remaining staff members involved with the organization serve Bloomington as a part of their general job responsibilities. A Region Supervisor coordinates all nutrition services for a four county region including DeWitt, Livingston, McLean and Piatt Counties. A Home Delivered Meal Coordinator provides in-home assessment, nutrition education and outreach for Bloomington home delivered meal clients. She works in a two county area including Livingston and McLean Counties. Office staff, including an Accounting Clerk, Departmental Secretary and Director, provide support to all fourteen counties, including Bloomington. Menu planning and approval is coordinated by a Registered Dietician. Bloomington Kitchen prepares meals served to Bloomington clients. Staff involved in meal preparation includes three full time and two part time individuals, as well as eight drivers who deliver meals in Bloomington.</p> | |

| | | |
|---|---|--|
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | | City of Bloomington |
| This project is: | | |
| <input type="checkbox"/> A new project for the organization. | | <input checked="" type="checkbox"/> A continuation project for the organization. |
| If new, will the project continue without the assistance of CDBG funding? Y or N | | If a continuation project, has the project received CDBG funding in the past? Yes |
| | | If a continuation project, is the funding requested needed to provide an expansion of current services? No If yes, please include a description of the expansion of service in the Project Description. |
| | | If a continuation project, is the funding vital to the continuation of the service? Yes |
| | | If a continuation project, will the funding be used to replace any private, local, state or federal funding? No, although a decrease in United Way McLean County funding makes this funding even more critical to continuing current services in the community. Our percentage of funds through United Way remains the same but the actual dollars are lowered due to lower income of the United Way. |
| Program Start Date | | May 1, 2017 |
| Program End Date | | April 30, 2018 |
| Please check the category that best describes the type of project for which funding is requested. | | |
| <input type="checkbox"/> Housing Rehabilitation | <input type="checkbox"/> Public Service | <input type="checkbox"/> Public Facility |
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economic Development | <input checked="" type="checkbox"/> Other: Food |
| Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet. | | |
| <input checked="" type="checkbox"/> Assistance to Low/Moderate Income Persons | | |
| <input type="checkbox"/> Prevention/Elimination of Slum or Blight Conditions | | |
| <input type="checkbox"/> Urgent Need (i.e. Disaster Relief) | | |

Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible.

We work toward reducing food insecurity for older adults by providing a noon meal and nutrition education. The meals served provide one-third of the Dietary Reference Intakes (DRIs) established by the Institute of Medicine of the US National Academy of Sciences. All meals take into consideration sodium, fiber, sugar and nutrient levels and are appropriate for those on a diabetic or low sodium diet. More than half the nutrition clients in City of Bloomington are low or extremely low income, with an additional 40 percent presenting as moderate income individuals.

Census data from 2010 indicates that there are 11,257 individuals age sixty or older residing in City of Bloomington. This represents 7% of the population of the county. According to Household Food Security in the United States in 2012, published by the USDA Economic Research Service, over 8% of senior households experience food insecurity. That incidence rises to 9% for seniors who live alone. This would represent more than 1,013 seniors in City of Bloomington. Older Americans Act Senior Nutrition Programs, such as Peace Meal, were established in an effort to reduce food insecurity among the senior population.

In February 2014 the National Foundation to End Senior Hunger released a study that confirms seniors at risk of hunger suffer increased health problems. Specifically, seniors at risk of hunger are 50 % more likely to be diabetic, three times more likely to suffer from depression, nearly 60 % more likely to have congestive heart failure or experienced a heart attack, and twice as likely to report having gum disease or have asthma. These research findings prove that if you are older, hunger makes you sick.

Home delivered meal services are intended to help older persons remain healthy and independent in order to prevent premature nursing home placement. Congregate meals, outreach efforts and volunteer opportunities keep seniors linked to the community and reduce isolation.

Meals served, which also represents daily safety checks, are tracked daily by a Site Supervisor with over 25 years of experience in senior nutrition services. Data is then submitted to the Peace Meal Central Office, where it is documented in a web-based tracking system established by the federal and state funding agency. The resulting data will indicate the success of the program in reaching clients, therefore reducing food insecurity.

Peace Meal also uses Performance Outcome Measurement Project (POMP) surveys to measure client response to meals. In particular, home delivered meal clients are asked if they believe that they are able to remain in their own homes as a result of receiving meals and congregate clients are asked if they believe that their nutritional choices have improved as a result of participating in nutrition services. Both questions provide support to the outcomes of the program being aligned with program intent.

Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.)

| Income | Percentage Per Category |
|----------------------------|--------------------------------|
| X Extremely Low Income | 20% |
| ___ Low Income | % |
| ___ Moderate Income | % |
| ___ Over Income Guidelines | % |
| Age | Percentage Per Category |
| 0 – 3 | % |
| 4-10 | % |
| 11-17 | % |
| 18-45 | % |
| 46-65 | % |
| 60-85 | 100% |
| 85+ | % |

Can adequate documentation of the race, income and age data be collected for program beneficiaries?
Race and age can be documented. Income is only self-reported and indicated as below or above poverty income levels as established each year.

Please share any additional information pertinent to the clients the program serves.

Peace Meal serves clients over the age of sixty, as well as their spouses regardless of age. Individuals under the age of sixty who receive meals do so as private pay clients. Meals and costs are tracked separately.

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

| |
|---|
| 1. PATH, 201 E Grove St, Ste 200, Bloomington IL 61701, 309-834-0506, Ashley Phillips |
| 2. Faith in Action, 705 E Lincoln St, Ste 110, Bloomington IL 61701, 309-827-7780, Doretta Herr |
| 3. Health Alliance, 301 S Vine St, Urbana IL 61801, 217-383-8355, various staff |
| 4. Community Care Systems, 616 IAA Dr, Bloomington IL 61701, 309-661-6400, various staff |
| 5. Vital Wellness, 2302 E Oakland, Ste 5, Bloomington IL 61701, 309-829-7100, Aggie Hedin |

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

Note: This table is an Excel file. Feel free to add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested |
|--|---|--|---------------------------|
| Salary | Salaries and Wages | 1,375,499 | |
| Benefits | Taxes and benefits | 331,555 | |
| Occupancy | -Central office rent and site support -Kitchen Rent -Kitchen and Site -Maintenance/Repair -Utilities -Purchased services (purchase of any supportive service for kitchens and sites, including snow removal, pest control, trash pickup) | 25,722 46,293 8,149 37,106 23,525 | |
| Communications | Phone and internet for office and kitchens. Phones for some sites where other phone service cannot be utilized. Postage Publicity | 18,944 3,111 5,057 | |
| Commodities (Provide a breakdown per item i.e.: food, office supplies, etc.) | Office supplies Copier leases Printed forms Other minor expenses | 14,881 3,312 574 2,792 | |
| Training | Food safety and leadership training Dues | 5,056 523 | |
| Equipment | Minor equipment for kitchens/sites; Commercial dishwasher for bulk food kitchen; 3 door milk cooler | 30,519 | |
| Raw food and delivery | Raw food Delivery of food Emergency meals Vendor purchased food for client consumption Vehicle fuel and maintenance | 683,563 67,500 17,155 629,174 60,079 | \$ 20,000 |
| Disposables | Disposable items used for delivery of meals and kitchen and site function | 92,373 | |
| Audit costs | Required A133 annual audit | 6,000 | |
| Cost Allocation Pool | Expenses incurred by SBL for maintenance of Peace Meal (example, HR staff, Facilities expenses, Mail Services) | 70,026 | |
| Totals: | | \$3,558,488 | \$ 20,000 |

PROJECT TIMELINE

Use the table below to provide an estimated timetable for completing the project.

| Activity | Start Date | Completion Date |
|---|------------|-----------------|
| Provision of congregate and home delivered meals, Bloomington | 04/01/2017 | 03/31/2018 |
| | | |
| | | |
| | | |
| | | |
| | | |

ADDITIONAL INFORMATION

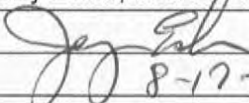
Use the space below to provide any additional information that has not already been provided in regards to the project/program for which your organization is requesting assistance.

Peace Meal is proud to partner with City of Bloomington for the provision of quality nutrition services for seniors in the community. We are appreciative of funds provided by City of Bloomington. Any level of funding offered will be used for the provision of services in City of Bloomington for congregate and home delivered meal services. Thank you for the opportunity to apply. Please let Barbra Wylie know if you have questions or require additional information.



AGREEMENT AND SIGNATURE

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that my organization is not guaranteed funding and that should my program/project be approved initially, it will have to be approved by both the Bloomington City Council and the US Department of Housing and Urban Development. I understand that, once approved, my organization will need to submit all required paperwork in order to receive funding.

| | |
|----------------------------|---|
| Name/Title (printed/typed) | Jerry Esker, Interim President & CEO, SBLHS |
| Signature |  |
| Date | 8-17-16 |

OUR POLICY

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form.

**CDBG 2017-2018 GRANT
Application for Non-
Homeowner Grants**



The City of Bloomington's Community Development Division is currently accepting applications for programs and projects seeking financial assistance from the City's Community Development Block Grant (CDBG) during the 2017-2018 fiscal year (May 1, 2017-April 30, 2018). This application is not intended for use by single-family home-owners seeking assistance with home repairs. Organizations seeking assistance with qualified projects should complete this application and submit for review no later than **COB August 31, 2016**. Typed applications are greatly appreciated. Applications can be submitted to:

City of Bloomington
Community Development Division
109 E. Olive St.
Bloomington, IL 61701
Attn: Grant Coordinator
OR
Email to jtoney@cityblm.org

Application process opens on July 1, 2016. Submission deadline is August 31, 2016. Electronic submissions are welcomed and encouraged. All applicants will receive an email confirming receipt of application.

Applicants will be notified of potential awards by January 16, 2017. Awards will be tentative pending Bloomington City Council and US Department of Housing and Urban Development approval. All award recipients will be required to submit several documents prior to receiving CDBG funds. A list of required items is available at the end of this application.

Applications must include evidence that the organization's decision-making body, such as a board of directors, has approved grant submission and is willing to accept funding should it be awarded. Evidence may include a resolution or board minutes indicating approval.

ORGANIZATION INFORMATION

| | |
|--------------------------------|---|
| Organization Name | West Bloomington Revitalization Project |
| Organization Street Address | 801 W. Washington St. |
| City, State and Zip | Bloomington, IL 61701 |
| FEIN (Does not start with "E") | E9927350001 |
| DUNS Number | #968621255 |
| Primary Contact | Michael O'Donnell |
| Primary Contact Title | President of WBRP Board |
| Primary Contact Phone | 309-829-1200 |
| Primary Contact Fax | |

| | |
|-------------------------|--|
| Primary Contact E-Mail | westbloomington@gmail.com |
| Secondary Contact Name | Ryan Heeren |
| Secondary Contact Title | Director – The Tool Library |
| Secondary Contact Phone | 309-868-8736 |
| Secondary Contact Fax | |
| Secondary Contact Email | thetoollib@gmail.com |

PROJECT INFORMATION

| | |
|--|-------------------------|
| Project Name | The Tool Library |
| Project Description – Include a description of the activity, not a justification for funding. Include the estimated number of beneficiaries, beneficiary demographics, location of program(s) and service(s) provided and staffing required to complete the project. | |
| <p>The WBRP began as a grassroots effort to mobilize neighbors in a blighted area of Bloomington known as the Westside. Local leaders emerged and created a task force that engaged public and private stakeholders to address concerns in the target area. Projects began to emerge as the group took action and soon the organization established The Tool Library, a free tool lending library designed to empower residents of the community through repairs, maintenance and building. The Tool Library is located within the heart of West Bloomington at 801 West Washington Street and is designed to empower and educate residents.</p> <p>The area of the West Side is considered a slum and blighted area according to the U.S. Department of Housing and Urban Development and The City of Bloomington classifies the area as a “Regeneration Area” with the following conditions:</p> <ol style="list-style-type: none"> 1. Higher concentration of crime 2. Concentration of lower income households 3. Food desert 4. Assessed values are declining – makes private investment challenging <p>This high concentration of low-income households, rental units, absentee landlords and crime results in issues such as transiency, social disconnect and lack of property maintenance. These and other social issues negatively impact people’s lives today and in the future.</p> <p>The Tool Library helps build a stronger, safer and more stable community by:</p> <ol style="list-style-type: none"> 1. Providing a physical lending library stocked with common and specialty tools 2. Hosting workshops and empowering neighbors to maintain and improve their properties. 3. Providing a central community gathering space stocked with laptops and free Wi-Fi. <p>The Tool Library has become an essential resource for residents of the West Side by providing homeowners and residents of the Westside with the resources they need to make repairs, improvements and modifications to their property, or complete projects. Through these efforts, The Tool Library provides a sense of independence and dignity by providing a cost effective solution that alleviates barriers to home repair/maintenance/improvements through access to tools and providing workshops to residents. The Tool Library’s services improve the physical, social, and economic aspects of the West Side area.</p> <p>The Tool Library is seeking to expand and improve our services through the hiring of a part-time Tool Librarian associate who will be utilized to expand the libraries operating hours, improve engagement and cooperation with partner organizations and expand and grow our outreach and education programs through a regular or ongoing schedule. Currently, The Tool Library is open weekly on Monday (5-7), Thursday (5-7), Friday (12-4) Saturday (9-12) and Sunday (3-5) and is currently run by 100% volunteer hours. With the addition of a part time staff member, The Tool Library will be able to expand services throughout the week and weekend to increase the availability to community members and increase</p> | |

| | | |
|---|--|--|
| utilization of existing and expanded inventory. Please see the attached Exhibit A for the Tool Coordinator Job Description. | | |
| Project Service Area (Must be within the corporate limits of the City of Bloomington.) | | North to Graham St, South to Oakland Ave, East to Roosevelt and West to Euclid St within City of Bloomington, IL |
| This project is: | | |
| <input type="checkbox"/> A new project for the organization. | <input checked="" type="checkbox"/> A continuation project for the organization. | |
| If new, will the project continue without the assistance of CDBG funding? Y or N | If a continuation project, has the project received CDBG funding in the past? Yes | |
| | If a continuation project, is the funding requested needed to provide an expansion of current services? Yes – Explanation in Project Description or N If yes, please include a description of the expansion of service in the Project Description. | |
| | If a continuation project, is the funding vital to the continuation of the service? Yes or N | |
| | If a continuation project, will the funding be used to replace any private, local, state or federal funding? Y or No | |
| Program Start Date | May 1, 2017 | |
| Program End Date | April 30, 2018 | |
| Please check the category that best describes the type of project for which funding is requested. | | |
| <input checked="" type="checkbox"/> Housing Rehabilitation | <input checked="" type="checkbox"/> Public Service | <input type="checkbox"/> Public Facility |
| <input type="checkbox"/> Infrastructure | <input type="checkbox"/> Economic Development | <input type="checkbox"/> Other (please describe): |
| Each project/activity funded with CDBG dollars must meet one of three HUD national objectives. Please mark the objective the project will meet. | | |
| <input checked="" type="checkbox"/> Assistance to Low/Moderate Income Persons | | |
| <input checked="" type="checkbox"/> Prevention/Elimination of Slum or Blight Conditions | | |
| <input type="checkbox"/> Urgent Need (i.e. Disaster Relief) | | |
| Explain how the program/project will address the goal/objective identified above. Include specific activities and accomplishments the program will achieve. Also explain how program effectiveness will be measured. Relate evaluation to stated goals when possible. | | |

The WBRP Board of Directors continues to see The Tool Library as a vital project and part of the organization's work. Through this program, the Tool Library has helped many of our neighbors repair their homes, improve their properties, perform maintenance, complete projects and learn new skills at a Tool Library workshop.

As of August 29, 2016 the Tool Library has 1024 members and we have completed over 5751 tool loans and 999 tools in inventory (and a larger number of miscellaneous tools in stock for use by way of donation). The Tool Library will continue to grow and provide vital tools and assistance to Low/Moderate Income individuals that will empower residents to complete projects within their home.

The Tool Library has successfully held workshops, partnering with other community organizations such as the Bloomington Public Library and The Boys and Girls Club to provide workshops at no cost to participants.

By providing a wide variety of tools, we are able to meet the needs of residents from regular upkeep and maintenance to more complicated modifications and repairs, helping residents of the West Side improve their homes, yards and neighborhoods, preventing and eliminating blight when it does occur.

The Tool Library will accomplish its stated goals of (1) providing assistance to low/moderate income persons and (2) prevention/elimination of slum or blight conditions in the 2017-2018 program year by:

1. Grow our registered Tool Library member base
2. Acquire new tools that meet the needs of Tool Library members
3. Perform necessary maintenance/upkeep on the existing library stock
4. Continue to offer high-impact workshops at no cost to participants
5. Attract new volunteers from across the community
6. Expand operating hours to meet the needs of our members

As the Tool Library grows and we continue to add new members from across the community, we will continue to see an increased demand on our existing inventory from our member base. This increased demand often results in our popular tools being out of stock as well as increased maintenance costs that come from high usage. To meet the needs of our members, the Tool Library anticipates that our maintenance costs will grow as our current inventory ages, we will need to replace broken items or items used beyond economic life as well as grow our items available for lending as we expect to serve a larger number of members and expanded hours.

By serving a larger number of members with a large inventory of tools to choose from, we will only increase our impact on the community and prevent or decrease the slum and blight conditions in the target neighborhood of the Westside. Low to Moderate Income families are forced to make difficult decisions about home repairs. Many families have a "wish list" of repairs, but often lack the tools, skills and funds to accomplish their goals. By alleviating the costs through lending of tools and providing the skill workshops to the community, The Tool Library can allow Low to Moderate Income families reduce the cost of their projects significantly. Our members have completed landscaping projects, put in garden beds, installed new flooring; power washed and repainted their homes, and completed countless other projects by utilizing our lending program. The Tool Library provides the tools and the members provide the sweat equity, with the community realizing the benefit of increased home values and more attractive neighborhoods.

The Tool Library will seek to continue to measure our effectiveness by utilizing the following metrics during the Program Year:

1. Library Member Growth – Add 175 members in the Program Year
2. Total # of Tool Loan Growth – Complete 1200 tool loans during the Program Year
3. Total # of Workshops – Complete 4 Community Workshops during the Program Year
4. Expand Current Operating Hours – increase available hours of the Tool Library program
5. Expand Current Operating Day – Add additional open day to Tool Library schedule.

The Tool Library has made a positive impact on the community and we have validated that impact in the form of appreciation and positive feedback from our members, members joining as the Library as a volunteer, and the sense of community from members meeting and interacting at the Tool Library. We are grateful to supporters and will continue to show careful stewardship of the funds provided to the Tool Library to continue to add new tools, replace tools that have been used beyond their useful life and hold effective and empowering workshops for our community.

Please mark the categories that best describe the population(s) the program will serve. Include the percentage of clients served for each category (See income guidelines at the back of this application.)

| Income | Percentage Per Category |
|----------------------------|--------------------------------|
| X Extremely Low Income | 70% |
| X Low Income | 20% |
| X Moderate Income | 10% |
| ___ Over Income Guidelines | % |
| Age | Percentage Per Category |
| 0 – 3 | % |
| 4-10 | % |
| 11-17 | 10% |
| 18-45 | 40% |
| 46-65 | 30% |
| 65-85 | 20% |
| 85+ | % |

Can adequate documentation of the race, income and age data be collected for program beneficiaries?
Yes or **N**

Please share any additional information pertinent to the clients the program serves.

The Tool Library is open to all residents in of Bloomington/Normal and the surrounding communities though the focus of our outreach is the Westside target area. While The Tool Library's immediate goal is to serve the needs of our target area, The Tool Library serves as a destination on the Westside and seeks to encourage residents of the entire community to see the benefits, culture and history of the Westside.

INTERAGENCY COLLABORATION

Identify any other agencies involved in the program/project. Include agency name, address, phone and contact person

PNC Financial Services Group
 502 E. Washington St
 Bloomington, IL
 Laurie Peterson, Vice President, Community Development Banking
 309-706-9945
 Laurel.peterson@pnc.com

Boys and Girl's Club of Central Illinois
 1615 Illinois St. Bloomington, IL
 Jennifer Hall – Program Director
 309-829-3034

Mid Central Community Action

1301 West Washington St.
 Bloomington, IL 61701
 Deborah White, Executive Director
 309-829-0691
 dwhite@mccainc.org

Illinois Wesleyan University
 Shaw Hall, 1308 Park St
 Deborah Halperin – Director – Action Research Center
 309-825-6006
 dhalperi@iwu.edu

BUDGET

Use the table below to provide a **detailed budget** for the entire project/program for which you are seeking assistance. Include the overall cost as well as a breakout of the cost of line items for which you are requesting assistance. See the sample budget detail at the end of the application for more information.

Note: This table is an Excel file. Feel free to add lines if necessary in order to adequately detail the request.

| Item | Description | Overall Project/Program Total | CDBG Assistance Requested |
|--|---|-------------------------------|---------------------------|
| Salary | Tool Library Coordinator | 11,183 | 11,183 |
| Benefits | Federal and State Taxes | 1,470 | 1,470 |
| Program Delivery Costs (Limited to no more than 10% of total request) | Tool Maintenance and Repairs | 320 | 320 |
| Commodities (Provide a breakdown per item i.e.: food, office supplies, etc.) | Materials for 5 Community Service Workshops | 800 | 800 |
| Equipment (Specify) | Home Repair Tools (e.g., circular saws, concrete saw, sawsall, drills, safety gear, etc.) | 2,800 | 1,800 |
| | Home Maintenance Tools (e.g. power washers, floor sander, ladders, lawn mowers, trimmers, etc.) | 2,800 | 1,800 |
| Administration | Rent @ 90% of total facility | 8,100 | 280 |
| Totals: | | \$ 27,473 | \$ 17,653 |

PROJECT TIMELINE

Use the table below to provide an estimated timetable for completing the project.

| Activity | Start Date | Completion Date |
|--|------------|-----------------|
| Receive Funds | 5/1/2017 | 5/1/2017 |
| Create Job Postings and Interview Candidates | 5/1/2017 | 5/15/2017 |
| Hire Candidate | 5/15/2017 | 5/21/2017 |
| Workshop 1 | 5/1/2017 | 5/30/2017 |
| Determine Tool Needs and Make Purchase | 5/21/2017 | 6/1/2017 |
| Workshop 2 | 9/1/2017 | 9/30/2018 |
| Workshop 3 | 2/1/2018 | 2/28/2018 |
| Workshop 4 | 4/1/2017 | 4/30/2017 |

ADDITIONAL INFORMATION

Use the space below to provide any additional information that has not already been provided in regards to the project/program for which your organization is requesting assistance.

The Tool Library is a project operating with the assistance and as part of the West Bloomington Revitalization Project.

Also attached are:

- Exhibit A – Tool Coordinator Job Description
- Exhibit B – Comprehensive Tool Library and Home Façade Program Budget

AGREEMENT AND SIGNATURE

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that my organization is not guaranteed funding and that should my program/project be approved initially, it will have to be approved by both the Bloomington City Council and the US Department of Housing and Urban Development. I understand that, once approved, my organization will need to submit all required paperwork in order to receive funding.

| | |
|----------------------------|-----------------------------|
| Name/Title (printed/typed) | <i>Michael J. O'Donnell</i> |
| Signature | <i>Michael J. O'Donnell</i> |
| Date | <i>8/31/16</i> |

OUR POLICY

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form.

Exhibit A
The Tool Library – Tool Coordinator
Job Description

The Tool Library is hiring a part time (20-25 hours/week) Program Coordinator to work with the board of West Bloomington Revitalization Project and Tool Library Directors to oversee the Tool Library's administration, fundraising, and education functions. Duties include:

- Drive the expansion of the Tool Library by managing current inventory, recommending acquisition of new inventory and maintenance activities
- Fundraising which will include grants, individual donations, and corporate sponsors
- Build and maintain strong relationships with our members, individual donors, community, foundation funders, fiscal agent, corporate sponsors, and government agencies.
- Oversee staffing (currently a volunteer staff)
- Manage administrative functions including payroll, financial accounting, and deposits
- Engage and manage volunteers
- Organize and manage a regular series of classes and workshops

Experience in nonprofit administration and fundraising a huge plus, but most importantly the successful candidate will have a passion for the Tool Library's mission, strong self discipline, and proven experience fostering relationships.

**WBRP Comprehensive Home Restoration Program and Tool Library Budget by Funding Source 2017-18
(August 20, 2016)**

| Line Item | AG Grant (ends 8-14-17) | CDBG Grants (end 4-30-18) | PNC Grant (ends 6-30-18) | Other Sources | Total Cost |
|--|------------------------------------|--------------------------------------|-------------------------------------|--------------------------|-------------------|
| Wages - Community Engagement/Volunteer Coordinator (CE/VC) (20 hr/wk @ \$12.67/ hr + holidays) | 3,287 | 1,000 | 500 | 6,676 | 11,463 |
| Wages - Tool Library Coordinator (20 hr/wk @ 12.36/hr + holidays) | 0 | 11,183 | 0 | | 11,183 |
| Mandatory Fringe Benefits | 700 | 1,900 | 100 | 1,420 | 4,120 |
| Workman's Compensation Insurance | 908 | 100 | 100 | 1,892 | 3,000 |
| Training | | 50 | | | 50 |
| Contractual Services of Project Supervisor | 1,500 | 1,000 | 500 | | 3,000 |
| Contractual Services for Home Repairs | 3,333 | | 4,800 | | 8,133 |
| Building Material Purchases | 1,650 | 6,520 | 3,500 | | 11,670 |
| Tool Purchases | 660 | 3,600 | | | 4,260 |
| Tool Maintenance & Repairs | 0 | 320 | | | 320 |
| Community Service Workshops | 0 | 800 | | | 800 |
| Special Events | 1,500 | 0 | | 0 | 1,500 |
| Equipment Rental | 0 | 0 | | 500 | 500 |
| Facility Rent | 2,000 | 280 | 100 | 6,620 | 9,000 |
| Facility Utilities | 165 | 100 | 100 | 1,135 | 1,500 |
| Telephone and Internet Access | 165 | 100 | 100 | 635 | 1,000 |
| Insurance : General Liability, Umbrella, Tools, D&O, Volunteers | 660 | 500 | 100 | 3,240 | 4,500 |
| Accounting Services | 100 | 100 | 50 | 1,050 | 1,300 |
| Audit | 333 | 100 | 50 | 3,517 | 4,000 |
| Total Cost | 16,961 | 27,653 | 10,000 | 26,685 | 81,299 |

 **CITY OF**
Bloomington **ILLINOIS**
REGULAR AGENDA ITEM 8C

FOR COUNCIL: January 9, 2017

SUBJECT: Presentation of Bloomington Fire Department Five-Year Capital Improvement Plan.

RECOMMENDATION/MOTION: Presentation and discussion only.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service; Objective 2e – Investing in the City’s future through realistic, funded capital improvement program; Objective 4c – Preservation of property/home valuations; Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: In 2012, the City hired Five Bugles Design, a division of ADG Architects of Eau Claire, WI, to study the City’s current fire station locations and physical deficiencies. The [study](#) is complemented by an assessment prepared by the Illinois Fire Chiefs Association which analyzed the Fire Department’s deployment and staffing needs. Collectively, the two studies seek to modernize the City’s Fire Department facilities plan. The Five-Year Capital Improvement Plan strategically address the infrastructure needs that was approved by council in the Fire Departments Facility Master Plan in November of 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: This memo has no financial impact at this time; for presentation and discussion purposes only.

Respectfully submitted for Council consideration.

Prepared by: Brian Mohr, Fire Chief

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Copy of Capital Projects Fire Summary FY 2018-2022 UPDATED
- Station Alerting Description Sheet
- NE Fire Station Land - Design – Construction
- Fire Station 3 Design-Construction
- Training Maintenance Facility
- Fire Station 4 Design-Construction
- Headquarter FS Design-Construction
- Fire Department CIP Presentation



**Fire Department
Capital Projects Summary
FY 2018 - 2022**

| Bloomington Fire Department Infrastructure Master Plan. <i>Adopted by City Council November, 2015</i> | FY 2017 | | | | | | | Totals |
|--|---------|------------------|--------------|--------------|--------------|--------------|--------------|---------------|
| | FY 2016 | Proj Year End | FY 2018 | FY 2019 | FY 2020 | FY 2021 | FY 2022 | |
| FY 2017 All Fire Station Alerting Systems Architectual Design | \$ - | \$ 135,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 135,000 |
| FY 2017 Fire Station #3 Architectural Fees | \$ - | \$ 330,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 330,000 |
| FY 2018 All Fire Station Alerting Systems Install and Construction | \$ - | \$ - | \$ 400,000 | \$ - | \$ - | \$ - | \$ - | \$ 400,000 |
| FY 2018 Land Acquisition (NE Fire Station) | \$ - | \$ - | \$ 500,000 | \$ - | \$ - | \$ - | \$ - | \$ 500,000 |
| FY 2018 Training/Maintenance Facility Design | \$ - | \$ - | \$ 175,000 | \$ - | \$ - | \$ - | \$ - | \$ 175,000 |
| FY 2019 Training/Maintenance Facility Construction | \$ - | \$ - | \$ - | \$ 1,200,000 | \$ - | \$ - | \$ - | \$ 1,200,000 |
| FY 2019 Fire Station #3 Renovation | \$ - | \$ - | \$ - | \$ 3,822,000 | \$ - | \$ - | \$ - | \$ 3,822,000 |
| FY 2019 Fire Station #4 Architectural Fees | \$ - | \$ - | \$ - | \$ 274,560 | \$ - | \$ - | \$ - | \$ 274,560 |
| FY 2020 Fire Station #4 Construction | \$ - | \$ - | \$ - | \$ - | \$ 1,201,200 | \$ - | \$ - | \$ 1,201,200 |
| FY 2020 NE Fire Station Design | \$ - | \$ - | \$ - | \$ - | \$ 280,051 | \$ - | \$ - | \$ 280,051 |
| FY 2021 NE Fire Station Construction | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,509,260 | \$ - | \$ 2,509,260 |
| FY 2021 Headquarters/Administration Design | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 408,408 | \$ - | \$ 408,408 |
| FY 2022 Reconstruction of Fire Station #1 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,460,000 | \$ 5,460,000 |
| Totals : | \$ - | \$ 465,000 | \$ 1,075,000 | \$ 5,296,560 | \$ 1,481,251 | \$ 2,917,668 | \$ 5,460,000 | \$ 16,695,479 |

The projects listed above come out of the Five Bugles Report. In order to produce a more accurate project numbers; the Fire Department increased the dollar amounts from there 2011-12 amounts. This decision to make these increases was based on the experiences from the Fire Station #4 project. The Five Bugles report estimated the renovation cost at \$750,000. It was discovered during the architectural design phase that a truer estimate would be nearer to \$1,000,000. We fully anticipate that the design and constructions cost will continue to increase.

Architrectural/Design Fee projected increase of 2%/yr.
 Construction/Renovation Cost projected increase of 5%/yr.
 Estimated 4% cost of the project total for a project manager.

Category:

Funding Status:

Project:

Project Description:

Project Status:

Strategic Plan Link:

Strategic Plan Significance:

Capital Costs

| Fund | FY 2017 | FY 2018 | FY 2019 | FY 2020 | FY 2021 | Total |
|--------------|----------------|----------------|----------------|----------------|----------------|--------------|
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | |
| Total | \$ | \$ | \$ | \$ | \$ | \$ |

Neighborhood:

Ward:

Photo (if applicable):

Category:

Funding Status:

Project:

Project Description:

Project Status:

Strategic Plan Link:

Strategic Plan Significance:

Capital Costs

| Fund | FY 2017 | FY 2018 | FY 2019 | FY 2020 | FY 2021 | Total |
|--------------|----------------|----------------|----------------|----------------|----------------|--------------|
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | |
| Total | \$ | \$ | \$ | \$ | \$ | \$ |

Neighborhood:

Ward:

Photo (if applicable):

Category:

Funding Status:

Project:

Project Description:

Project Status:

Strategic Plan Link:

Strategic Plan Significance:

Capital Costs

| Fund | FY 2017 | FY 2018 | FY 2019 | FY 2020 | FY 2021 | Total |
|--------------|----------------|----------------|----------------|----------------|----------------|--------------|
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | |
| Total | \$ | \$ | \$ | \$ | \$ | \$ |

Neighborhood:

Ward:

Photo (if applicable):

Category:

Funding Status:

Project:

Project Description:

Project Status:

Strategic Plan Link:

Strategic Plan Significance:

Capital Costs

| Fund | FY 2017 | FY 2018 | FY 2019 | FY 2020 | FY 2021 | Total |
|--------------|----------------|----------------|----------------|----------------|----------------|--------------|
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | |
| Total | \$ | \$ | \$ | \$ | \$ | \$ |

Neighborhood:

Ward:

Photo (if applicable):

Category:

Funding Status:

Project:

Project Description:

Project Status:

Strategic Plan Link:

Strategic Plan Significance:

Capital Costs

| Fund | FY 2017 | FY 2018 | FY 2019 | FY 2020 | FY 2021 | Total |
|--------------|----------------|----------------|----------------|----------------|----------------|--------------|
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | |
| Total | \$ | \$ | \$ | \$ | \$ | \$ |

Neighborhood:

Ward:

Photo (if applicable):

Category:

Funding Status:

Project:

Project Description:

Project Status:

Strategic Plan Link:

Strategic Plan Significance:

Capital Costs

| Fund | FY 2017 | FY 2018 | FY 2019 | FY 2020 | FY 2021 | Total |
|--------------|----------------|----------------|----------------|----------------|----------------|--------------|
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | |
| Total | \$ | \$ | \$ | \$ | \$ | \$ |

Neighborhood:

Ward:

Photo (if applicable):

Fire Department

5 Year Capital Improvement Plan



Background

- Fire Department Facility Master Plan Approved- November 2015
- Five Bugles - Feasibility and Programming Study for Bloomington Fire Stations 2012
- Faithful and Gould - Fire Station Conditional Assessment 2103
- Illinois Fire Chiefs Association - Assessment of Deployment and Staffing 2013



Capital Improvement Plan Prioritization

- FY 2018
 - Station Alerting
 - Land Acquisition for Northeast Fire Station
 - Training/Maintenance Facility Design
- FY 2019
 - Training/Maintenance Facility Construction
 - Fire Station #3 Renovation
 - Fire Station #4 Architectural Design
- FY 2020
 - Fire Station #4 Construction
 - Northeast Fire Station Architectural Design

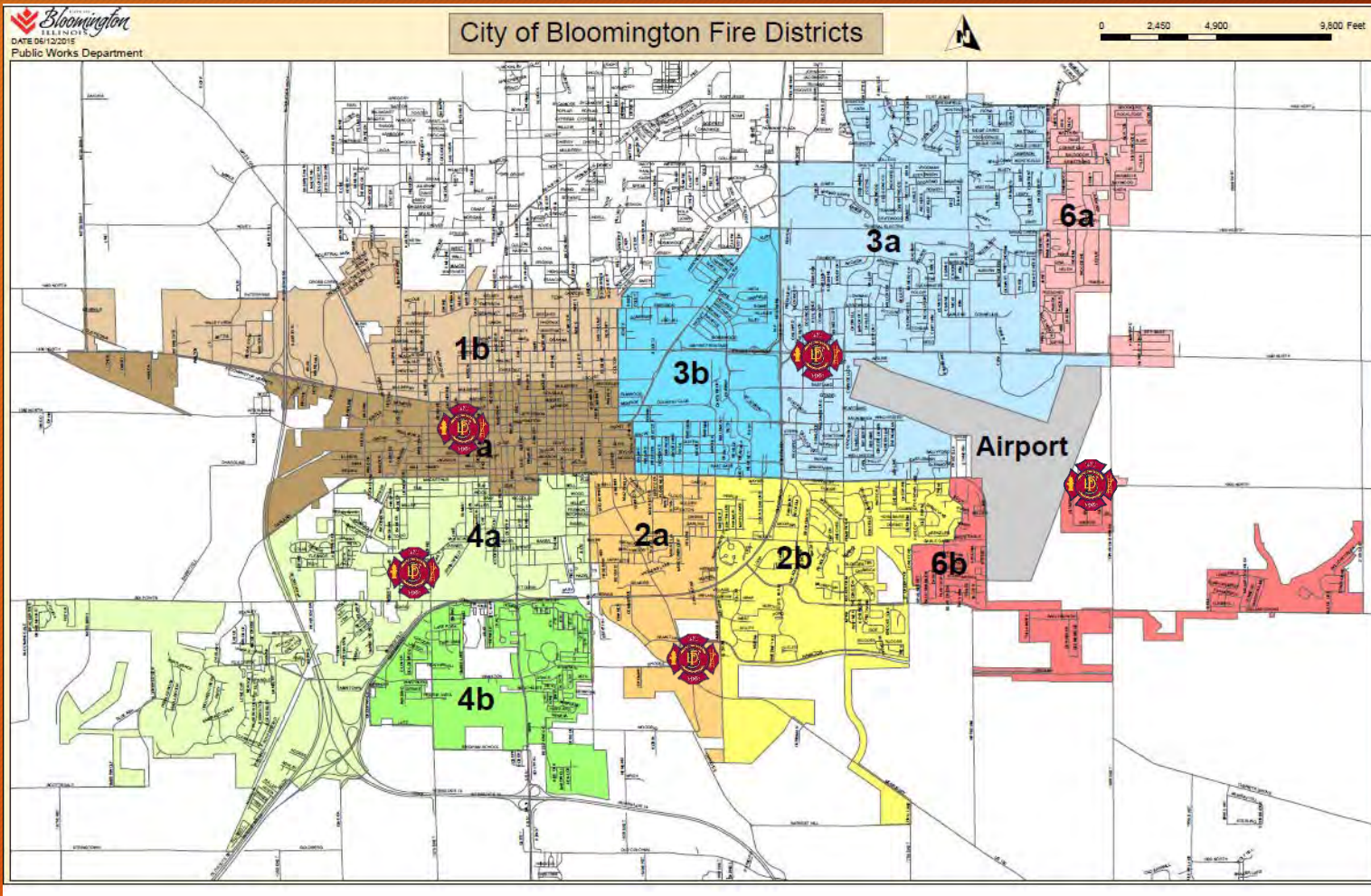
Capital Improvement Plan Prioritization

- FY 2021
 - Northeast Fire Station Construction
 - Headquarters Fire Station/ Administration Architectural Design
- FY 2022
 - Renovation of Headquarters Fire Station and Administrative Offices

Station Alerting System

- Modern technology allows firefighters and communications specialists to communicate faster, and more effectively, resulting in a safer environment for firefighters and provides for a system that gets the right people to the right location and in the least amount of time
- FY 2018

Land Acquisition for Northeast Fire Station



- Development to Northeast
- Travel times exceeding 10 minutes
- Acquire a strategic Station location
- FY 2018

Training/Maintenance Facility

- Dirty Classroom on training grounds
- Storage for training equipment and supplies
- Maintenance Facility
- Offices for Training Officer and Maintenance Coordinator
- Reduce the overcrowding of current Administration offices
- Option more cost effective
- Improves operational efficiencies
- FY 2018 and 2019



Fire Station #3 Renovation



- Forty years and nearing life expectancy of building systems
- Lack of sufficient classroom space with no distance learning capability
- Lack of adequate kitchen and storage space
- Lack of dedicated wellness area
- Crowded dormitory/shower area with no gender equity
- Inadequate HVAC system
- Lack of automatic fire suppression sprinkler system

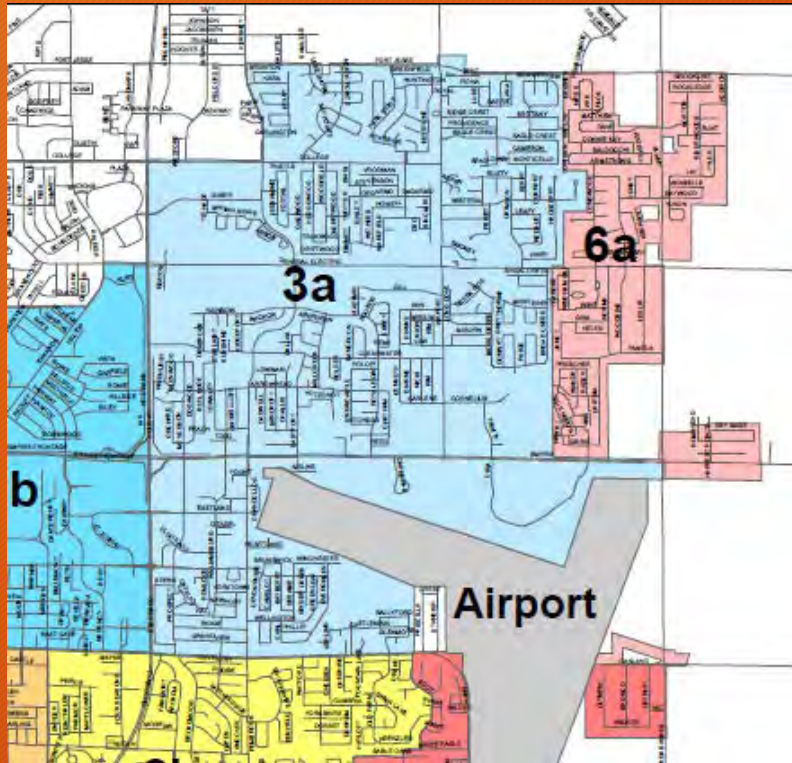
Fire Station #4 Renovations



FY 2019 - FY 2020

- Building site size is extremely limited to address current deficiencies
- No space to meet with public visitors
- Crowded dormitory/shower area with no gender equity
- No staff classroom training area or distance learning capabilities
- Inadequate kitchen space
- Inadequate EMS storage space
- Lack of dedicated wellness area
- Inadequate HVAC system
- Attic ventilation issue causing premature single deterioration

Northeast Fire Station Design and Construction



- Address the concentration and distribution of resources in the Northeast
- Decrease travel distance to meet performance measures
- Design and build a Fire Station that meets the needs of the community
- FY 2020 - FY 2021

Renovation of Headquarters Fire/Administration

- Inadequate HVAC System
- Lack of classroom and wellness areas
- Crowded dormitory/shower space and lack of gender equity
- Lack of adequate storage space
- 40 years old, nearing life expectancy of building systems
- Lack of Fire Suppression and Sprinkler System
- FY 2021 - FY 2022



Questions?



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: January 9, 2017

SUBJECT: Presentation and discussion of Bloomington Public Library Five-Year Capital Improvement Plan.

RECOMMENDATION/MOTION: Presentation and discussion of Bloomington Public Library's capital improvement infrastructure needs.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities; Goal 5. Great Place- Livable, Sustainable City; Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service; Objective 2e. Investing in the City's future through a realistic, funded capital improvement program; Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents; Objective 6c. Downtown becoming a community and regional destination.

BACKGROUND: The existing Library building was built in 1976 and renovated in 2006. Since the 2006 renovation, the community usage and demand have outgrown the facility. With the strategic plan goal of creating a more prosperous downtown Bloomington, we can capitalize on the need for a library expansion by establishing the Library as a focal point for a public-oriented Downtown Cultural and Municipal hub.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Farnsworth Group has been hired to complete preliminary planning and design services, part of this process included a public input session and website survey in Fall 2015. The completed components of this study (an assessment of the existing building, a long-range vision, a building program, and conceptual site planning) are available at www.bloomingtonlibrary.org/building/ (Please note that these documents are conceptual in nature, a completed Library building project may have numerous differences/changes.)

FINANCIAL IMPACT/ANALYSIS: For presentation purposes only.

Respectfully submitted for Council consideration.

Prepared by: Jeanne Hamilton, Library 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:

- CIP 5-year detail sheet
- PowerPoint Presentation
- Conceptual Site Plan Option 1
- Conceptual Site Plan Option 2
- Conceptual Site Plan Option 3

Category:

Funding Status:

Project:

Project Description:

Project Status:

Strategic Plan Link:

Strategic Plan Significance:

Capital Costs

| Fund | FY 2017 | FY 2018 | FY 2019 | FY 2020 | FY 2021 | Total |
|--------------|----------------|----------------|----------------|----------------|----------------|--------------|
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | | | | | | |
| Total | \$ | \$ | \$ | \$ | \$ | \$ |

Neighborhood:

Ward:

Photo (if applicable):

Capital Improvement Plan



Bloomington Public Library

Books are just the beginning.

Find

Use

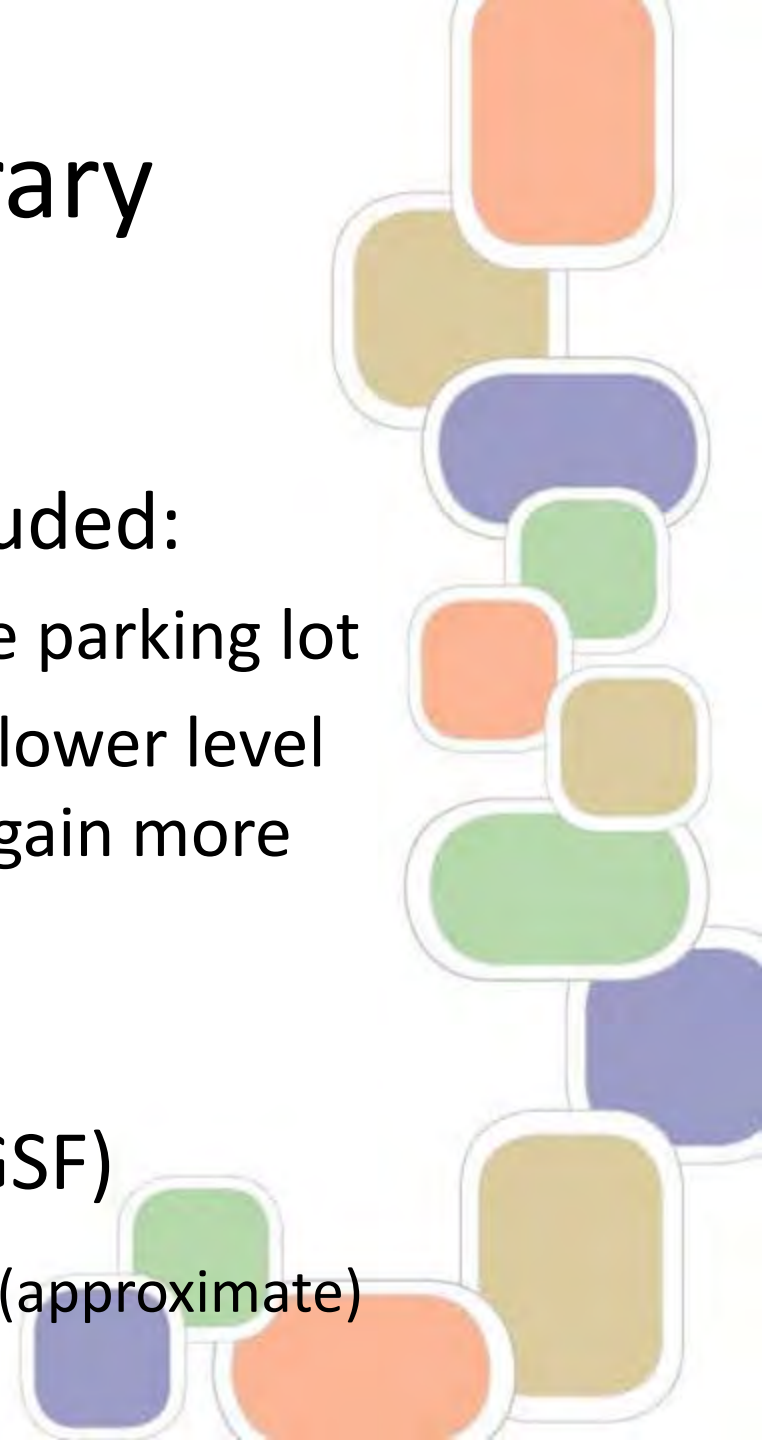
See & Do

Participate

Jeanne Hamilton
Library Director

Today's Library

- Built in 1976
- Renovated in 2006, this included:
 - “Flipping” building to face the parking lot
 - Enclosure of a portion of the lower level open-air covered parking, to gain more internal space
- 2.04 acre site
- 57,700 Gross Square Feet (GSF)
- 70 spaces in the parking lot (approximate)



Library standards

- Recommend using the 20-year population forecast to determine needs for:
 - Collection space
 - Electronic workstation space
 - User seating
 - Staff work areas
 - Meeting rooms
 - Special-use areas
 - Non-assignable areas (mechanical rooms, etc.)



Applying standards to BPL

- Using Bring It On Bloomington's most conservative population estimate for 2035 of 84,546, both a Program of Spaces completed by Farnsworth and a Public Library Space Needs Planning tool* calculated a total space need of:

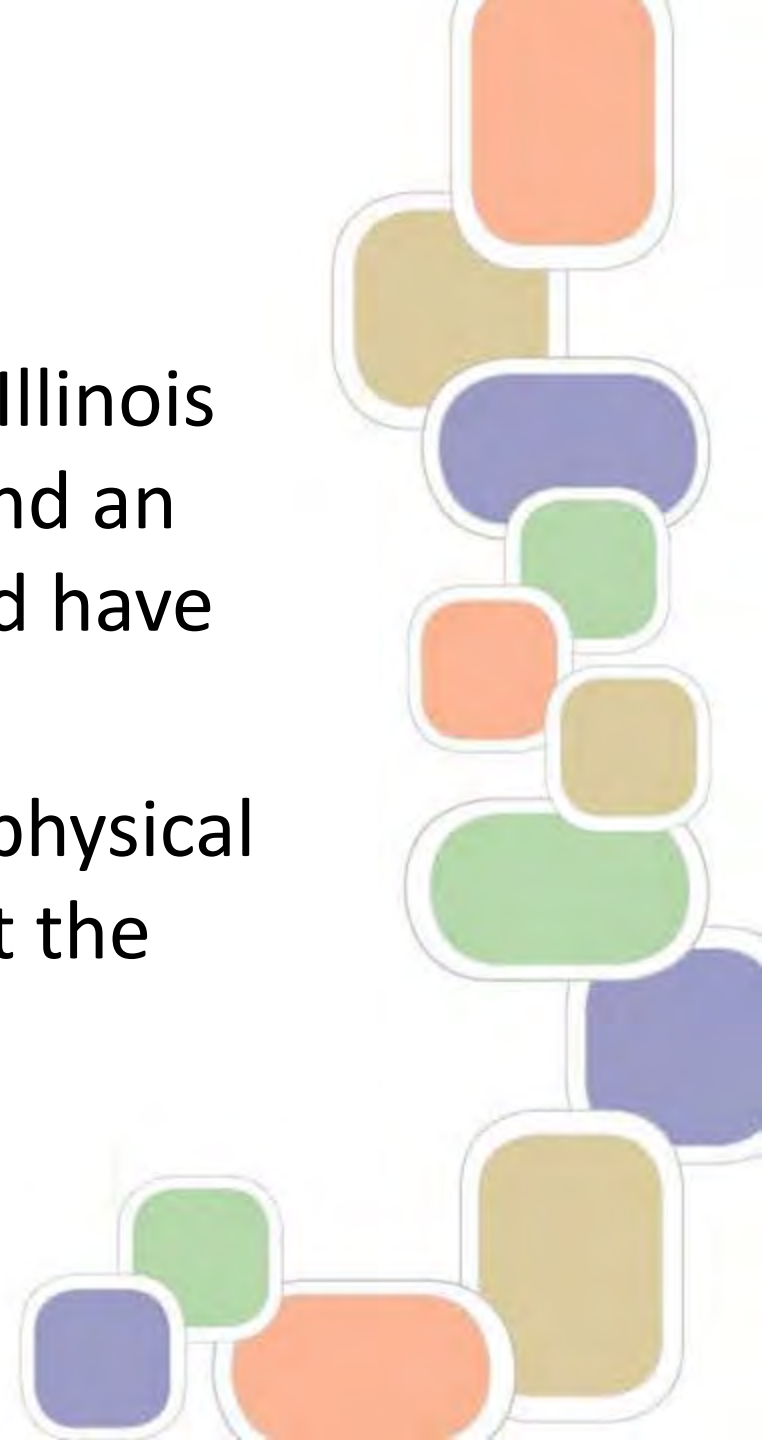
98,765 Gross Square Feet

*Published by Wisconsin Department of Public Instruction



Why now?

- For our current population, Illinois Library Standards recommend an established collection should have 322,373 items
- We currently have 318,417 physical items and we are bursting at the seams!





Picture Books



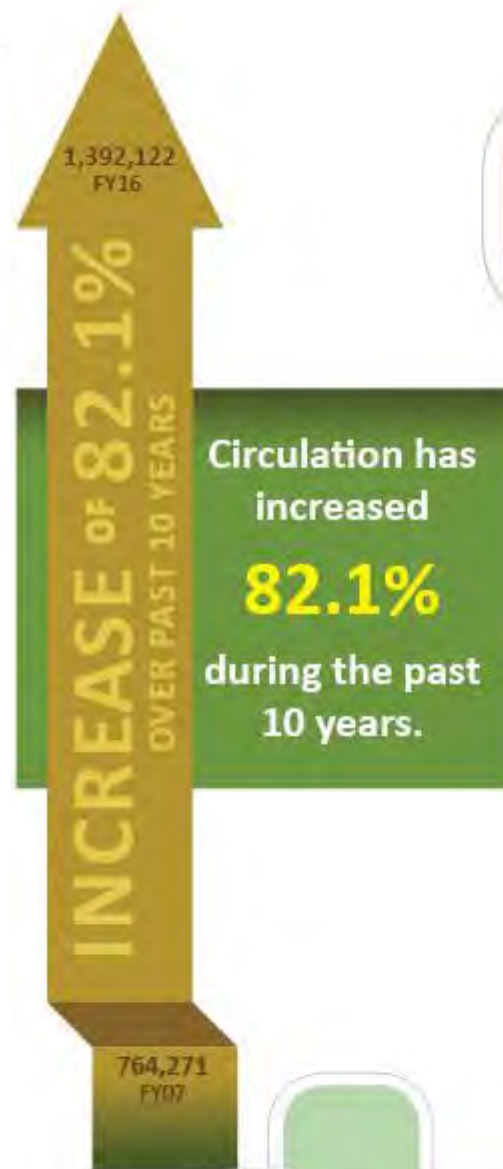
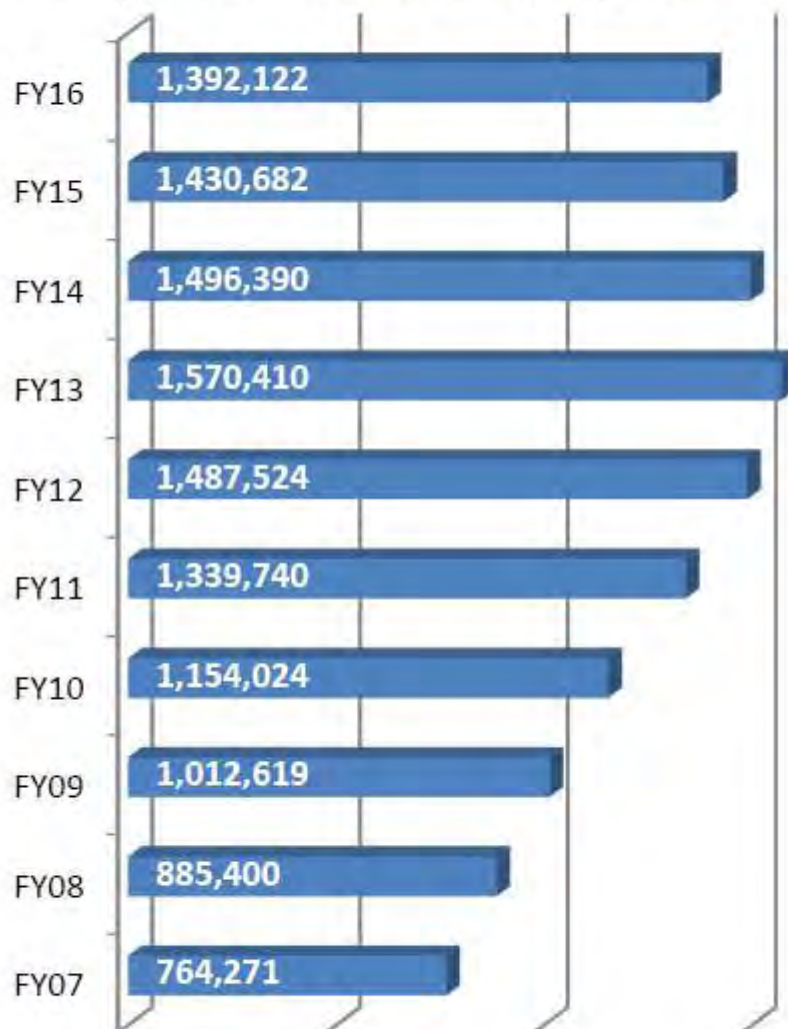


Tall Bookshelves



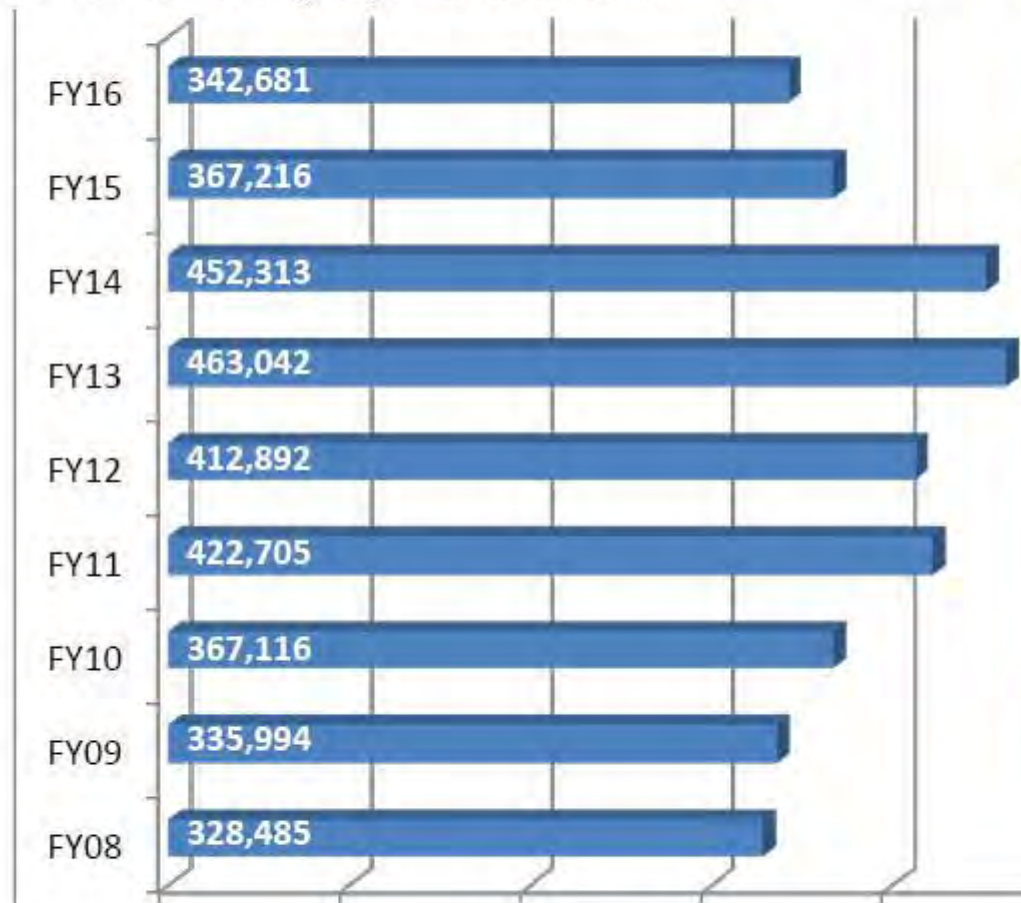
Circulation

The chart below shows the number of items circulated by Bloomington Public Library during the past 10 fiscal years.



Visitor Count

The chart below shows the library's door count for the past 9 fiscal years. While we'd prefer to provide 10 years of statistics, the library's door counter was disconnected for several months in FY07 due to ongoing renovation work.



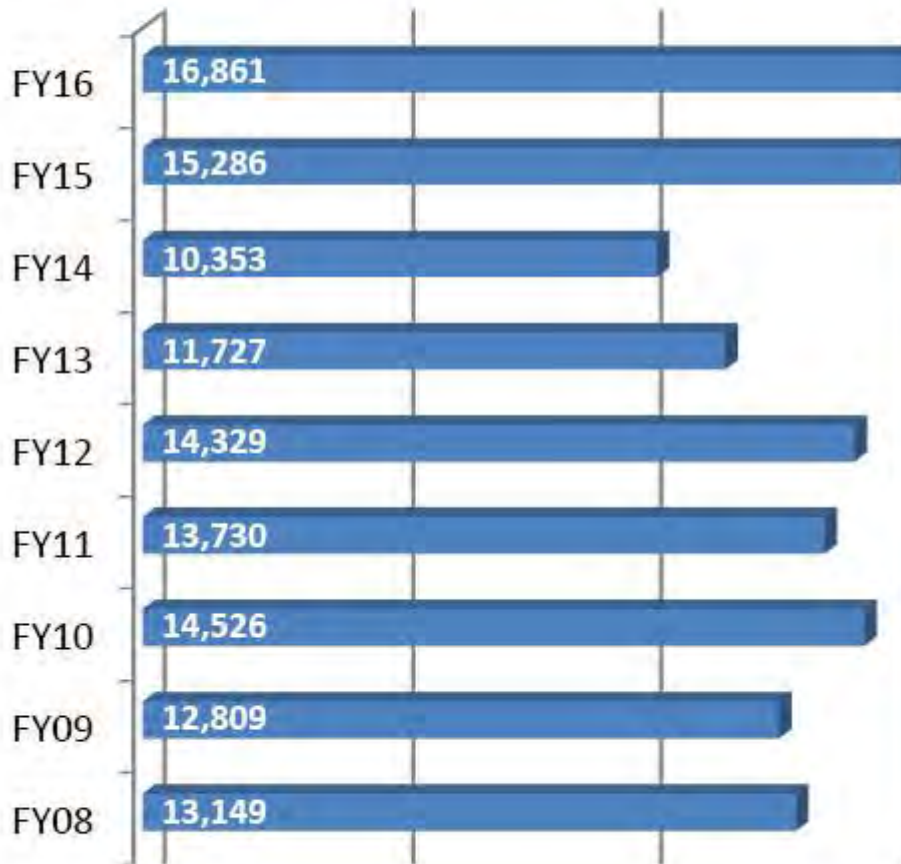
INCREASE OF 4.32%
OVER PAST 9 YEARS

The number of visitors to BPL has increased **4.32%** during the past 9 years.



Program Attendance

The chart below shows the fluctuation in numbers of people who attend Library programs from year to year for the past 9 fiscal years. While we'd prefer to provide 10 years of statistics, the library cancelled nearly all its programs for several months in FY07 due to ongoing renovation work.



INCREASE OF 28.2%
OVER PAST 9 YEARS

Program attendance has seen a **28.2%** increase during the past 9 years.



13,149
FY08

13,149
FY08



Conceptual Site Plan #1





Conceptual Site Plan #2





Conceptual Site Plan #3



Estimated Cost:

Addition/renovation

(conceptual site plan #1 OR #2)

| | |
|---|---------------------------------|
| \$7,200,000 | Renovation of existing building |
| + \$8,200,000 | New addition |
| + \$1,500,000 | Site |
| + \$1,000,000 | Furniture & Equipment |
| + \$3,100,000 | Miscellaneous Costs |
| \$21,000,000 + hidden costs* | Total |

*Hidden costs include approximately 18 months of phased construction which requires moving furniture/books three times, times of difficult access, and the challenge of retrofitting.

Funding:

Addition/renovation (conceptual site plan #1 OR #2)

| | |
|------------------------|--|
| \$2,294,327.59 | Existing Capital Fund Balance* |
| + \$936,428.28 | Existing Fixed Asset Fund Balance* |
| \$3,230,755.87 | Secured Funding Total |
| \$1,500,000.00 | Donations, Grants, Additional Reserves |
| + \$16,269,244.13 | Preliminary Request |
| \$17,769,244.13 | Unsecured Funding Total |

*As of 11/30/16.

Estimated Cost:

New construction (conceptual site plan #3)

| | |
|--|-----------------------|
| \$25,400,000 | New construction |
| + \$1,500,000 | Site |
| + \$1,000,000 | Furniture & Equipment |
| + \$3,100,000 | Miscellaneous Costs |
| \$31,000,000 - value of the existing building* | Total |

*This assumes the existing building could be repurposed for city use or sold. A 2010 insurance appraisal valued the building at \$7,957,723.

Funding:

New construction (conceptual site plan #3)

| | |
|------------------------|---|
| \$2,294,327.59 | Existing Capital Fund Balance* |
| + \$936,428.28 | Existing Fixed Asset Fund Balance* |
| \$3,230,755.87 | Secured Funding Total |
| \$1,500,000.00 | Donations, Grants, Additional Reserves |
| + \$26,269,244.13 | Preliminary Request, Sale/Repurpose of building |
| \$27,769,244.13 | Unsecured Funding Total |

*As of 11/30/16.

Estimated Cost:

Minimum Building Maintenance Required

Replace roof

Replace return air ducts including replacing fixed ceiling with dropped ceiling

Replace air handler

Replace carpeting

Replace broken/worn furniture

Replace sidewalks at the entrance

Total: At least \$2,000,000

+ the space limitations and community needs still are not addressed



LEGEND

- A. EXISTING LIBRARY
- B. LIBRARY EXPANSION*
- C. PEDESTRIAN DROP-OFF AREA
- D. GRAND ENTRY (STAIRS & RAMPS)
- E. PEDESTRIAN WALKWAY
- F. SIGNIFICANT LANDSCAPING IN PARKING AREA
- G. STORMWATER MANAGEMENT FACILITY

*CONCEPTUAL LIBRARY EXPANSION FOOTPRINT PROVIDED BY APACE DESIGN

WELL LANDSCAPED PARKING AREAS



TRAFFIC CALMING ON S. EAST ST.



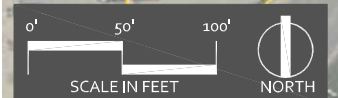
NEIGHBORHOOD POSSIBILITIES

OPTION ONE
BLOOMINGTON, IL | 9 JANUARY 2017

BLOOMINGTON PUBLIC LIBRARY



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- LEGEND**
- A. EXISTING LIBRARY
 - B. LIBRARY EXPANSION*
 - C. PARKING DECK WITH GROUND FLOOR RETAIL
 - D. MIXED USE BUILDINGS (OFFICE, RETAIL, CIVIC, ETC.)
 - E. 35,000 S.F. CIVIC COMMONS
 - F. STORMWATER MANAGEMENT FACILITY
 - G. ON-STREET PARKING
 - H. OFF-STREET PARKING BEHIND BUILDINGS
 - I. PROPERTIES NOT CONTROLLED BY CITY
- *CONCEPTUAL LIBRARY EXPANSION FOOTPRINT PROVIDED BY APACE DESIGN

PROMINENT CIVIC COMMONS



COMPLETE STREETS



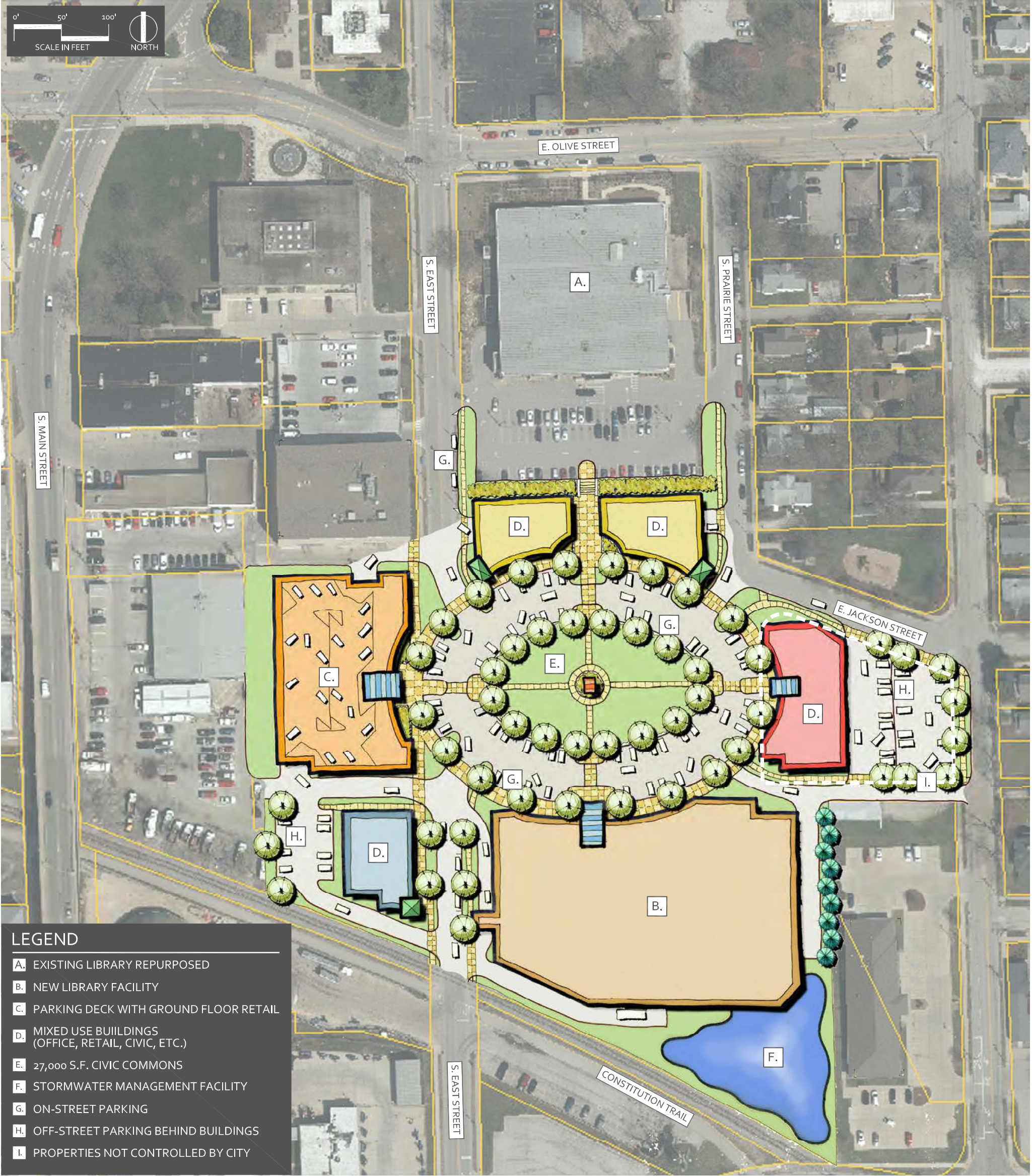
NEIGHBORHOOD POSSIBILITIES

OPTION TWO
BLOOMINGTON, IL | 9 JANUARY 2017

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- LEGEND**
- A. EXISTING LIBRARY REPURPOSED
 - B. NEW LIBRARY FACILITY
 - C. PARKING DECK WITH GROUND FLOOR RETAIL
 - D. MIXED USE BUILDINGS (OFFICE, RETAIL, CIVIC, ETC.)
 - E. 27,000 S.F. CIVIC COMMONS
 - F. STORMWATER MANAGEMENT FACILITY
 - G. ON-STREET PARKING
 - H. OFF-STREET PARKING BEHIND BUILDINGS
 - I. PROPERTIES NOT CONTROLLED BY CITY

OUTDOOR 'ROOM'S FOR LIBRARY



AL FRESCO DINING TO ACTIVATE SIDEWALKS



NEIGHBORHOOD POSSIBILITIES

OPTION THREE
BLOOMINGTON, IL | 9 JANUARY 2017

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