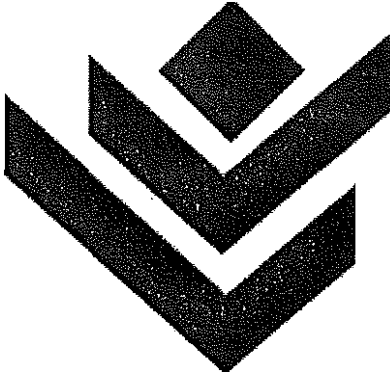




CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
MAY 29, 2018



## **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

# AGENDA



**CITY COUNCIL MEETING AGENDA  
CITY HALL COUNCIL CHAMBERS  
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701  
TUESDAY, MAY 29, 2018; 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. Proclamation declaring June 1, 2018 “National Gun Violence Awareness Day”.
  - B. Appointment of Daniel Freburg to the Citizens Beautification Committee.
  - C. Appointment of Scott Rathbun to the Bloomington Fire Pension Board and to the Bloomington Police Pension Board.
- 6. Public Comment**
- 7. “Consent Agenda”**

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

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

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- A. Consideration of approving the Minutes of the May 14, 2018 Regular City Council Meeting, and the March 10, 2018 City Council Work Session Meeting. *(Recommend 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 \$12,072,022.59. *(Recommend the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$12,072,022.59, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving Appointments to Various Boards and Commissions. *(Recommend Daniel Freburg be appointed to the Citizens Beautification Committee and Scott Rathbun be appointed to the Bloomington Fire Pension Board and to the Bloomington Police Pension Board.)*
- D. Consideration of a Supportive Housing Program/Continuum of Care McLean County Core Services Grant Agreement (Project IL0289L5T121710) to the U.S. Department of Housing and Urban Development, in the amount of \$136,706, as requested by the Community Development Department. *(Recommend the Supportive Housing Program/Continuum of Care McLean County Core Services Grant Agreement (Project IL0289L5T121710), in the amount of \$136,706, to the US Department of Housing and Urban Development be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of a Resolution approving a Grant Agreement for the Illinois Housing Development Authority's Abandoned Property Program (IHDA APP) in the amount of \$60,000, as requested by the Community Development Department – Office of Grants Administration. *(Recommend the Resolution approving the Abandoned Property Program Grant Agreement to the Illinois Housing Development Authority, in the amount of \$60,000, and the Mayor and City Clerk be authorized to execute the Resolution and the Interim City Manager and City Clerk be authorized to execute any other necessary documents.)*
- F. Consideration of an Ordinance approving a Petition from F.O.B. Development Inc. for an Easement Vacation Plat for Empire Business Park Eighth Addition and a Final Plat for Empire Business Park Ninth Addition, located east of Airport Road, south of Cornelius Drive, and north of Empire Street, as requested by the Public Works Department. *(Recommend the Ordinance approving the Easement Vacation Plat for Empire Business Park Eighth Addition and the Final Plat for Empire Business Park Ninth Addition be approved, subject to the petitioner paying the required tap-on fees, and the Mayor and City Clerk be authorized to sign the necessary documents.)*
- G. Consideration of: (1) an Ordinance Amending Ordinance 2018-23 for the FY2019 Budget for the Fiscal Year Ending April 30, 2019, in the amount of \$70,410 for FY 2019, to allow payment of monthly training and related services incurred from Kronos Workforce

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Management; and (2) authorization of a payment to Kronos Workforce Management for FY2018 invoices for monthly training and related services that were utilized in the amount of \$45,270, as requested by Information Services. *(Recommend the Ordinance Amending the FY 2019 Budget for monthly service in the amount of \$70,410 and the Payments due to Kronos Workforce Management for FY 2018 invoices for monthly services in the amount of \$45,270, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

- H. Consideration of a Petition for the Lake Bloomington Lease Transfer of Lots 1 and 2 in Block 5 in Camp Kickapoo from Rayan, LLC to Watersun, LLC, as requested by the Water Department. *(Recommend the Lake Lease Transfer be approved, subject to the following contingencies: (1) the septic system conditions included in the McLean County Health Department's January 30, 2018 letter; (2) the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, (3) the new lease holder apply for an electrical permit and inspection through the Community Development Department, (4) the lease and refuse fees invoiced are not past due, (5) the transferee providing documentation of the sale of the house located on the property, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
  
- I. Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 4 in Block 5 in Camp Kickapoo from Hugh and Beverly Parker to David and Julia Turner, as requested by the Water Department. *(Recommend the Lake Lease Transfer be approved, subject to the following contingencies: (1) septic system risers or access ports be installed and that the rock trench be uncovered within six (6) months of transfer; (2) the shed located across Cherokee Lane, adjacent to Lot 4 in Block 5 in Camp Kickapoo either be removed by new lessee or that ownership of shed is transferred to the City of Bloomington for removal within six (6) months of transfer; (3) the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, (4) the lease and refuse fees invoiced are not past due, (5) the transferee providing documentation of the sale of the house located on the property, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

## **8. "Regular Agenda"**

- A. Consideration of a Resolution approving the Rules of the Public Safety & Community Relations Board of the City of as well as the Board's brochure and posters, as requested by the Board in consultation with the Police Department and Legal Department. *(Recommend the Resolution approving the Rules of the Public Safety & Community Relations Board of the City of Bloomington, Illinois and the Public Safety & Community Relations Board brochure and posters be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Nora Dukowitz, Communication Manager, 15 minutes, City Council discussion, 15 minutes.)*

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- B. Consideration of a Contract and Unit Prices with Corrective Asphalt Materials, LLC, as a limited source, in the amount up to \$310,000, for the FY 2019 Pavement Preservation program, as requested by the Public Works Department. *(Recommend the Contract and Unit Prices with Corrective Asphalt Materials, LLC for the FY 2019 Pavement Preservation Program, in the not-to-exceed \$310,000, be approved as a limited source, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.) (Presentation by Jim Karch, Public Works Director, 5 minutes, City Council discussion, 5 minutes.)*
  
- C. Presentation and discussion on the City's utilization of Tax Increment Financing as an economic development tool and possible action on a Resolution outlining the City's Guidelines for the utilization of Tax Increment Financing, as recommend by the City's Community Development Department - Office of Economic Development. *(Recommend the Resolution outlining the City's Guidelines for the utilization of Tax Increment Financing be adopted, and that the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Bob Mahrt, Community Development Director, 30 minutes, City Council discussion, 30 minutes.)*

**9. City Manager's Discussion**

**10. Mayor's Discussion**

**11. City Aldermen's Discussion**

**12. Executive Session – *Cite Section***

**13. Adjournment**

**14. Notes**

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**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.

# RECOGNITIONS



Council Date: May 29, 2018

## **COUNCIL AGENDA ITEM NO. 5**

### Recognition/Appointments

- A. Proclamation declaring June 1, 2018 “National Gun Violence Awareness Day”.
- B. Appointment of Daniel Freburg to the Citizens Beautification Committee.
- C. Appointment of Scott Rathbun to the Bloomington Fire Pension Board and to the Bloomington Police Pension Board.



# PROCLAMATION

## National Gun Violence Awareness Day June 1, 2018

*WHEREAS, every day, 96 Americans are killed by gun violence and on average there are nearly 13,000 gun homicides every year; and*

*WHEREAS, Americans are 25 times more likely to be killed with guns than people in other developed countries; and*

*WHEREAS, protecting public safety in the communities they serve is a mayors' highest responsibility; and*

*WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from dangerous people; and*

*WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and*

*WHEREAS, in January 2013, Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just weeks later, should be now celebrating her 21st birthday; and*

*WHEREAS, to help honor Hadiya – and the 96 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 1st, 2018, the first Friday in June, as the 4th National Gun Violence Awareness Day; and*

*WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and*

*WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 1st, the first Friday in June in 2018, to help raise awareness about gun violence; and*

*WHEREAS, by wearing orange on June 1, 2018 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and*

*WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.*

**NOW, THEREFORE, I, Tari Renner, Mayor of Bloomington, IL declares June 1, 2018, to be**

### **"NATIONAL GUN VIOLENCE AWARENESS DAY"**

*and I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.*

**IN WITNESS WHEREOF, I have hereunto**  **the Seal of the City of Bloomington to be affixed this 22nd day of May, 2018.**



Tari Renner  
Mayor

  
Cheryl Lawson  
City Clerk

# CONSENT AGENDA



**CONSENT AGENDA ITEM NO: 7A**

FOR COUNCIL: May 29, 2018

**SUBJECT:** Consideration of approving the Minutes of the May 14, 2018 Regular City Council Meeting, and the March 10, 2018 City Council Work Session Meeting.

**RECOMMENDATION/MOTION:** 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:** N/A

**FINANCIAL IMPACT:** N/A

Respectfully submitted for Council consideration.

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

Recommended by:

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

Steve Rasmussen  
Interim City Manager

**Attachments:**

- May 14, 2018 Regular City Council Meeting Minutes
- March 10, 2018 City Council Work Session Meeting Minutes

**SUMMARY MEETING MINUTES - REVISED**  
**PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL**  
**OF BLOOMINGTON, ILLINOIS MONDAY, MAY 14, 2018; 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, May 14, 2018.

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

Aldermen: Jamie Mathy, David Sage, Mboka Mwilambwe, Amelia Buragas, Scott Black, Joni Painter, Diana Hauman, Kim Bray, Karen Schmidt, and Mayor Tari Renner.

Staff Present: Steve Rasmussen, Interim City Manager; Jeffrey Jurgens, Corporation Counsel; Cherry Lawson, City Clerk; Scott Rathbun, Finance Director; Eric Vaughn, Assistant Fire Chief, Scott Sprouls, IS Director; Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; Bob Yehl, Water Director; Ken Bays, Asst. Police Chief; Melissa Hon, Asst. to the City Manager; and other City staff were also present.

**Recognition/Appointments**

- A. Recognition and Swearing in of the new Chief of Police.
- B. Recognition of Firefighter/Paramedic Christopher Moore on successfully completing his probation.
- C. Proclamation declaring May 20-26, 2018 “Emergency Medical Services Week”.
- D. Proclamation declaring May 2018 “Historic Preservation Month”.
- E. Appointment of Brett Litwiller and Sara Crowley to the Citizens Beautification Committee.
- F. Appointment of Dawn McBride to the Bloomington-Normal Sister City Committee (Japan).
- G. Appointment of Kelby Cumpston to the Property Maintenance Review Board.

**Public Comment**

Mayor Renner opened the meeting to receive public comment, and the following individuals provided comments to the Council:

Scott Stimeling	Dale Strassheim	Holly Houska
Jeff Crabill	Darren Brant	Regina Noland

## **“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 Schmidt and seconded by Alderman Hauman that the Consent Agenda be approved with the exception of Item 7L.**

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

**Ayes: Aldermen Mathy, Sage, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 7A. Consideration of approving the Minutes of the April 23, 2018 Regular City Council Meeting, and approving the revised minutes of the September 25, 2017 Regular City Council Meeting. *(Recommend the reading of the minutes be dispensed with and the minutes approved as printed.)*

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$6,701,115.49. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$6,701,115.49, and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C. Consideration of Approving Appointments to Various Boards and Commissions. *(Recommend Brett Litwiller and Sara Crowley be appointed to the Citizens Beautification Committee, Dawn McBride be appointed to the Bloomington-Normal Sister City Committee (Japan), and Kelby Cumpston be appointed to the Property Maintenance Review Board.)*

The following was presented:

Item 7D. Consideration of an Annual Software Licensing Maintenance Payment with Tyler Technologies for various MUNIS modules in the amount of \$179,867.67, as requested by the Information Services Department. *(Recommend the Payment for Annual Software Licensing Maintenance with Tyler Technologies, covering various modules of the City’s MUNIS Enterprise Resource Planning (ERP) System, in the amount of \$179,867.67, be approved and the Purchasing Agent be authorized to issue a Purchase Order for the same.)*

The following was presented:

Item 7E. Consideration of a Public Highway At-Grade Crossing Agreement with the Union Pacific Railroad (UPRR) for an Easement, in the amount of \$3,100.00, to Construct Sidewalk across UPRR Industry Tracks along Washington Street as requested by the Public Works Department. *(Recommend the Public Highway At-Grade Crossing Agreement with the UPRR and the \$3,100.00 easement payment to UPRR be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7F. Consideration of an Intergovernmental Agreement with the Town of Normal in the amount of \$13,377.89 annually for Cost-Sharing of Labor Costs and Equipment Usage Costs Incurred by the Town of Normal for Electronic Waste Recycling, as requested by the Public Works Department. *(Recommend the Intergovernmental Agreement for Cost-sharing of Labor Costs and Equipment Usage Costs Incurred by the Town of Normal for Electronic Waste Recycling in the amount of \$13,377.89 annually be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7G. Consideration of a Letter of Understanding with the Illinois Department of Transportation to make improvements of 1.335 miles of Veterans Parkway and Empire Street, as requested by the Public Works Department. *(Recommend the Letter of Understanding with the Illinois Department of Transportation to make improvements of 1.335 miles of Veterans Parkway and Empire Street be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7H. Consideration of a Resolution Waiving the Formal Bidding Process and approving an Agreement with Evoqua Water Technologies for Odor Control Services for the Grove Sewage Lift Station, for approximately \$35,000 annually, as requested by the Public Works Department. *(Recommend the Resolution Waving the Formal Bidding Process and approving an Agreement with Evoqua Water Technologies for Odor Control Services for the Grove Sewage Lift Station, for approximately \$35,000 annually be approved, and the Mayor and City Clerk be authorized to execute the Resolution.)*

#### RESOLUTION NO. 2018 – 30

#### A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF EVOQUA WATER TECHNOLOGIES FOR ODOR CONTROL SERVICES FOR THE GROVE SEWAGE LIFT STATION

The following was presented:

Item 7I. Consideration of an Ordinance approving a Petition from CIP, LLC, for a Final Plat for Airport Park 19th Addition Final Plat, located east of Ekstam Drive and south of Cornelius Drive, as requested by the Public Works Department. *(Recommend the Ordinance approving a Petition from CIP,*

*LLC for a Final Plat for Airport Park 19th Addition Final Plat, located East of Ekstam Drive and south of Cornelius Drive be approved, subject to the petitioner paying the required tap-on fees, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 33

AN ORDINANCE APPROVING THE FINAL PLAT OF AIRPORT PARK SUBDIVISION  
NINETEENTH ADDITION

The following was presented:

Item 7J. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on July 8, 2018 the request from Brandon Westfall and Kayleigh Schultz to allow moderate consumption of alcohol. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on July 8, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 34

AN ORDINANCE APPROVING THE VACATION AND DEDICATION OF SEVERAL EASEMENTS  
LOCATED AT LOT 3 OF MORRISSEY CROSSING SUBDIVISION, BLOOMINGTON ILLINOIS

The following was presented:

Item 7K. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the Castle Productions, LLC d/b/a The Castle Theatre's Rock the 200 Block Concert Series on the following dates: Saturday, May 26, 2018, Sunday, May 27, 2018, Friday, June 8, 2018 and Saturday, August 25, 2018, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the Castle Productions, LLC d/b/a The Castle Theatre's Rock the 200 Block Concert Series on Saturday, May 26, 2018, Sunday, May 27, 2018, Friday, June 8, 2018 and Saturday, August 25, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 35

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE  
BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC  
PROPERTY IN A PORTION OF DOWNTOWN BLOOMINGTON DURING THE CASTLE  
THEATRE'S ROCK THE 200 BLOCK CONCERT SERIES IN DOWNTOWN BLOOMINGTON

The following was presented:

Item 7L. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the



City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the WGLT Outdoor Concert on Saturday, June 9, 2018. (*Recommend the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the WGLT Outdoor Concert on Saturday, June 9, 2018, be approved, and the Mayor and City Clerk be Authorized to execute the necessary documents.*) ***Pulled from the Consent Agenda.***

ORDINANCE NO. 2018 – 36

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN A PORTION OF DOWNTOWN BLOOMINGTON DURING THE WGLT OUTDOOR CONCERT IN DOWNTOWN BLOOMINGTON

**Motion by Alderman Black second by Alderman Hauman that Council approves the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the WGLT Outdoor Concert on Saturday, June 9, 2018, be approved, and the Mayor and City Clerk be Authorized to execute the necessary documents.**

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

**Ayes: Aldermen Mathy, Sage, Buragas, Black, Painter, Hauman, Bray, and Schmidt.**

**Nays: None.**

**Recuse: Alderman Mwilambwe (7:37 p.m.)**

**Motion carried.**

**“Regular Agenda”**

The following was presented:

Item 8A. Presentation and discussion by the Boys & Girls Club of Bloomington/Normal for the lease and/or sale of 3.25 acres of City park land inside Sunnyside Park for the development of a new facility, as requested by the Boys & Girls Club in consultation with the Parks, Recreation, and Cultural Arts Department. (*Recommend Council give City staff direction on whether to pursue an Agreement with the Boys & Girls of Bloomington/Normal for the lease and/or sale of the requested land within Sunnyside Park.*) (*Presentation by Tony Morstatter, Chief Executive Officer of the Boys & Girls Club, 20 minutes, City Council discussion, 10 minutes.*)

Rex Schafer, President of the Boys & Girls Club, and Tony Morstatter provided a brief introduction of its request of the City to enter into an agreement that is acceptable to both for the use of 3.25 acres at the east end of Sunnyside Park for them to build a new facility. That might be in the form of a lease, or it could potentially be in the sale, an outright sale determined upon what is in the best interest for the City as well the



club, and we will leave that to your consideration afterwards. As a part of this proposal, they would request to move the softball diamond that is situated at the Eastside of the park. The Boys & Girls Club would as a part of this project is to replace that diamond and grade and seed the land just to the immediate west of the area that we're looking at. The third piece that they are looking at is to maintain the flow and detention for water, and lastly the relocation of the existing utilities as to sewer lines that are currently where we are going to build.

Alderman Black asked whether staff was seeking direction from the Council regarding this item in terms of a lease versus a sales agreement. Mr. Jurgens stated the City is looking for direction tonight to pursue an agreement. I think staff's initial recommendation is it would look more like a long-term lease. That way we would maintain control of the land. We would put within the lease the, you know, the applicable provisions for the use and our use and all of those details. If the Council felt strongly, we could look at other options for that as well. We are looking for direction from the Council as to whether to go back and work out those details with the club.

Mr. Jurgens explained the pros and cons for a lease versus a sales agreement with the Boys & Girls Club. Some of the reasons we had considered a lease is the City would still own the parkland, and that is something that has been important to the Parks Department. The City would still technically own the land. Within this lease, we envision terms negotiated as the club spoke of, we may have some joint use of this building that will be negotiated within the lease, and this would be an opportunity for us to also work out. There will be some strange boundaries to this. We have talked about maybe trying to subdivide this, but it is going to be a unique boundary line to it as well.

Alderman Mwilambwe asked of the number of kids and teens that the new facility is looking to provide services too. Mr. Morstatter stated within its strategic plan it has identified serving at least 350 kids within the next five years that number is likely to increase with the years.

Alderman Mathy asked whether there are any downsides to leasing versus selling the parkland. If we lease, we are still going to be the owner of the property. If somebody gets hurt on the property, the City is going to be named in that lawsuit. The City's liability through the lease terms would be mitigated. He could not guarantee to you that we would not be part of that type of a lawsuit. Alderman Mathy stated he would prefer a sale versus a lease; however, is supportive of the concept and the project in general.

Alderman Schmidt asked whether there are benefits or negatives in terms of fund-raising, EFI for financing for this project. Would it be easier or come with more challenges if the Boys & Girls Club owned the property. Mr. Morstatter stated there are opportunities either way, lease or sale.

Alderman Sage stated he prefers more of the continuity associated with the lease in terms of the City retaining control. He asked whether there has been conversations about some potential future impact on other organizations that might come later. Does the lease provide a little bit more continuity for us?

Mr. Jurgens replied stating the City has had conversation about establishing a precedent like this that it goes back to not wanting to necessarily divest of the underlying land. When we talked about this type of situation beyond parks, our thoughts was if in the future there were other organizations to come and do a multimillion dollar project that was going to serve the needs of the community and improve land, and give us like land, and develop the ball diamond to the west that that is something that staff would entertain. The City will

evaluate each proposal as they come. However, we were not really too afraid of setting up a precedent like this, but it has to be the right situation.

**Motion by Alderman Mwilambwe second by Alderman Black directing staff to move forward with preparing a lease agreement to bring back to Council for consideration at a future Council Meeting with the Boys & Girls of Bloomington/Normal for the lease of the requested land within Sunnyside Park.**

**Council provided a unanimous consensus on this item.**

**Motion carried.**

The following was presented:

Item 8B. Consideration of the Purchase of Neptune Water Meters and related accessories, as a limited source, for up to a maximum of \$900,000, for the Water Department FY 2019 Water Meter Installation Program from Ferguson Enterprises, as requested by the Water Department. *(Recommend the Purchase of Neptune Water Meters and related accessories from Ferguson Enterprises, as a limited source, be approved and the Procurement Manager be authorized to issue a Purchase Order.) (Presentation by Bob Yehl, Water Director, 10 minutes, City Council discussion, 10 minutes.)*

Mr. Yehl provided a brief overview of the Neptune Water Meters and related accessories stating the purchase of the meters is to support the Water Meter Replacement and Upgrade Program. It is a pilot project that will create efficiencies, reduce staff time while providing information to our consumers bench-testing which allow us to focus on meters, some large meter testing, and large meter upgrades, you'll see a chart in the bottom right. It cost \$23,000 to do that, but the return on investment less than two years.

Alderman Hauman asked whether there is a way to convince homeowners that do not have the new meters to force the issue. Mr. Yehl stated there is. Water Department staff has been doing a great deal of outreach within the community, but it has not been easy, as they may have to go door-to-door. He cited the ordinance stating, *...if somebody fails to schedule a meeting with us when requested, does not show up, or cancel the meeting, the Water Department have the ability to shut the water off until they can get in and change the meter.* They are not trying to get to that point, but the Code does provide the ability to do so.

Alderman Mathy asked whether the wireless meters would allow the My Bloomington App to view water usage so to avoid overage in water usage or discovering leaks. Mr. Yehl confirmed stating, they have included \$50,000 in capital equipment budget for the first pilot project for our fixed-point data collectors. The short answer is yes, they are working towards that.

**Motion by Alderman Mathy second by Alderman Sage Council approves the Purchase of Neptune Water Meters and related accessories from Ferguson Enterprises, as a limited source, be approved and the Procurement Manager be authorized to issue a Purchase Order.**

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

**Ayes: Aldermen Mathy, Sage, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 8C. Consideration of an Agreement with VenuWorks of Bloomington, LLC for the Solicitation of New Naming Rights for the Pepsi Ice Center as requested by the Parks, Recreation & Cultural Arts Department. *(Recommend the Agreement with VenuWorks of Bloomington, LLC for the Solicitation of New Naming Rights for the Pepsi Ice Center be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.) (Presentation by Lynn Cannon, Executive Director of Grossinger Motors Arena, 5 minutes, City Council discussion, 5 minutes.)*

Lynn Cannon, Executive Director for Grossinger Motors Arena provided a brief overview of this item stating Michael Hernbrott came to us and asked if we would be able to assist them in seeking a new naming rights partner for the Pepsi Ice Center.

**Motion by Alderman Schmidt second by Alderman Painter Council approves the Agreement with VenuWorks of Bloomington, LLC for the Solicitation of New Naming Rights for the Pepsi Ice Center be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Mathy, Sage, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 9D. Consideration of a Resolution dissolving the Intergovernmental Agreement for Operation of the John M. Scott Health Care program, approving New Bylaws, and directing the Filing of Amended Trust documents, as requested by the Administration and Legal Departments. *(Recommend the Resolution dissolving the Intergovernmental Agreement for Operation of the John M. Scott Health Care Program, approving New Bylaws, and directing the Filing of Amended Trust documents be approved, and the Mayor and City Clerk be authorized to execute the Resolution.) (Presentation by Jeffrey Jurgens, Corporation Counsel, 10 minutes, City Council discussion, 20 minutes.)*

Mr. Jurgens provided an overview of this item stating, Council and the City have been working on this now two years in August. They have reviewed various processes and variations along with discussions related to this item. The resolution, will among other things, authorize the Attorney for the Trust, Tom Herr, to file a Petition to amend the Declaration of Trust. The primary change that the new Trust will provide is that it is going to go to a grant only system. That is something that the Council has talked about for a number of months now, and that will be what the new Declaration of Trust provides.

The petition will also authorize under this new Declaration of Trust, new By-Laws for the Scott Commission. The By-Laws will provide that the Commission consists of 11 members, the same number that is currently made up of, but it changes the positions. There will be five (5) from various health care professions, multiple disciplines like primary care and mental health; experts in finance, grant administration, those that help the under-served populations. Before we had Commission members coming from different organizations within the community, there is a little bit of a shift now to the different disciplines that primarily work with the Trust. According to the original Trust, there will still be one representative from the Second Presbyterian Church, and the ability to appoint one member to represent the Township supervisor or the Township Supervisor.

Mayor Renner asked whether the appointments would be approved by Council. Mr. Jurgens stated all would be approved by the Council. Mayor Renner asked whether that includes the Second Presbyterian Church.

Mr. Jurgens stated as a perfunctory matter, yes. The By-Laws provide that the Commission and the Trust, the Amended Declaration of Trust provide that the Commission will be a purely advisory body to you as the Trustee of the Scott Commission Trust. They will have various functions to recommend changes in the By-Laws, appointments, annual budget, and investments. They will be responsible for helping to identify unmet community needs; and recommend allocation of funds to the various organizations and community initiatives and any other matters that you want them to take up. They will make these recommendations to you as the Trustee. Council will then make the final decisions. The By-Laws provide that the city administrator that staff liaison is designated, Jennifer Toney, who is the current grants administrator.

Ms. Toney will take over the role of the administrator of this program, and will be the conduit between the Commission. The Commission will recommend this budget or these grants; she will present the budget to Council as the Trustee, and you will make that final decision as to how to proceed with that budget with those grants etc. The Commission members will serve for three-year terms. They can also appoint ad-hoc members themselves to help if there is a need in a certain area. These appointments to the Commission will be made by resolution. A formal resolution that will come forward and be approved by the Council. The By-Laws will continue to have language in there that the Township is an eligible grant recipient.

Mr. Jurgens mentioned previous discussions of Council and Ms. Skillrud, Township Supervisor related to unmet needs, direct service needs that Township Supervisor Skillrud discussed. She put that in as an eligible grant for consideration, and Council could potentially fund that as direct services that would come directly from the Township. The Grant Coordinator will serve as the administrative staff, and the City will keep track of that person's time, and we have estimated that to be about \$50 per hour that we will then seek for reimbursement from the trust. Funds expended by the City will be reimbursed by the Trust.

The proposed resolution will dissolve the current intergovernmental agreement with the City of Bloomington Township, will approve the dissolution of that IGA, and directs Tom Herr as the attorney for the trust to file a petition to amend the Declaration of Trust with the circuit court. The resolution also approves the new John M. Scott Commission By-laws.

Once approved, and contingent upon the Circuit Court approving the requested relief, we will then transition that to the City's new grant coordinator. The City will negotiate a new IGA with the Township for some of the services that are in the existing IGA like mowing and snow removal at the Township

building, the provision of some IT services, and some lighting work that Public Works provides.

Alderman Schmidt asked for clarification on the appointment process stating, Council may appoint one member to represent the Township, and that the Township is an eligible grant recipient. However, the Commission serves, all of McLean County. The Council memo indicates that the Trustee may also appoint one member to represent the Township Supervisor for the City of Bloomington, someone else, or another designee that would represent McLean County Township supervisors.

Mr. Jurgens stated currently, Ms. Skillrud serves as the Township Supervisor serving on the Commission. That can continue should Council prefer. If Council prefers to have somebody else from Bloomington Township to serve on the Commission, or somebody else to represent all of the townships in McLean County, Council could make that decision, as it is open-ended.

Alderman Schmidt asked whether all townships are eligible as a grant recipient. Mr. Jurgens replied yes.

Alderman Sage asked what the City receive with having a grants administrator and whether additional language needs to be included within the IGA in terms of reporting outcomes from the issuance of the grants. Ms. Toney stated that would a part of developing the brand objective.

Alderman Bray inquired as to the timing of when the Trust will come before the Circuit Court. Mr. Herr stated as soon as we get a hearing that it depends on the judge's schedule. There are also some pending annual reports. That the Attorney General has to be notified of the change. He would envision a minimum of 30 to 60 days.

#### RESOLUTION NO. 2018 – 31

#### A RESOLUTION DISSOLVING THE INTERGOVERNMENTAL AGREEMENT FOR OPERATION OF THE JOHN M. SCOTT HEALTH CARE PROGRAM, APPROVING NEW BYLAWS, AND DIRECTING THE FILING OF AMENDED TRUST DOCUMENTS

**Motion by Alderman Mathy second by Alderman Schmidt Council approves the Resolution dissolving the Intergovernmental Agreement for Operation of the John M. Scott Health Care Program, approving New Bylaws, and directing the Filing of Amended Trust documents be approved, and the Mayor and City Clerk be authorized to execute the Resolution.**

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

**Ayes: Aldermen Mathy, Sage, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.**

**Nays: None.**

**Motion carried.**

#### **City Managers Comments**

Mr. Rasmussen reviewed the upcoming events around the City and asked Mr. Karch to provide an update to the solid waste collection efforts. Mr. Karch provided an update to the efforts by the Public Works Department on solid waste collection efforts as well as efforts to communicate the change with the public. He mentioned the updates to the Citizen Convenience Center adding that new signage has also been added so to alert the public to its location.

## **Mayor's Remarks**

Mayor Renner mentioned the two items that were approved on the Consent Agenda. The Annual WGLT Concert that we will be having in the heart of beautiful, sparkling downtown Bloomington, and also something that one of our downtown establishments has decided to propose and that is a Rock the 200 Block Concert Series.

He reminded Council and the public of the Memorial Day Parade that will start from the Law and Justice Center down to Miller Park. He encourage all to participate.

## **Aldermen's Comments**

Alderman Schmidt asked for an update to the One Stop Shop.

## **Adjournment**

**Motion by Alderman Hauman seconded by Alderman Bray adjourning the meeting. Meeting adjourned at 8:38 p.m.**

**Motion carried. (Viva Voce)**

CITY OF BLOOMINGTON

\_\_\_\_\_  
Tari Renner, Mayor

ATTEST

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

**CITY COUNCIL WORK SESSION MEETING  
Bloomington Police Department – Osborn Room  
305 East Street, 2<sup>nd</sup> Floor; Bloomington, IL  
Saturday, March 10, 2018; 8:00 AM**

**Call to Order**

The Council convened in Work Session in the Bloomington Police Department – Osborn Room, 2<sup>nd</sup> Floor, at 8:00 a.m., Saturday, March 10, 2018. The meeting was called to order by Mayor Renner.

**Roll Call**

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

Aldermen Dave Sage, Mboka Mwilambwe, Karen Schmidt, Jamie Mathy, Scott Black, Kim Bray, Amelia Buragas, Diana Hauman and Mayor Tari Renner.

Staff Present: Steve Rasmussen, Interim City Manager; George Boyle, Assistant Corporation Counsel; Cherry Lawson, City Clerk; Patti-Lynn Silva, Finance Director; Jim Karch, Public Works Director; Bob Yehl, Water Director; Nicole Albertson, Human Resource Director; Jay Tetzloff, Director of Parks, Recreation, Cultural Arts and Miller Park Zoo; Brian Mohr, Fire Chief; Brendan Heffner, Police Chief; Bob Mahrt, Interim Director of Community Development; Melissa Hon, Assistant to the City Manager; Austin Grammer, Economic Development Coordinator; Nora Dukowitz, Communication Manager, and other City Staff.

**Public Comment**

Mayor Renner opened the meeting to receive Public Comment. The following citizen offered comments.

Donna Bolen  
Mike Fitzgerald  
Glen Ludwig

**Presentation, discussion and possible direction on the three (3) remaining Budget Balancing Efforts; Fees, Parking and Business Registration. (*Presentation and discussion by Steve Rasmussen, Interim City Manager, Bob Mahrt, Interim Director of Community Development, and Russ Waller, Facility Manager.*)**

Mr. Rasmussen provided an overview of the purpose of the meeting and indicated that there will be a public hearing on the proposed budget on Monday, March 12, 2018. The proposed budget has been made available to the public, and it is a balanced budget that is being presented to Council. The proposed budget adoption is scheduled for Monday, April 9, 2018. As the City moves forward with the proposed budget, staff seeks Council's direction on that budget will look. He discussed the Capital

Improvement Plan stating, we have talked for more than two or three years about our long-term Capital Improvement Program. The total amount equals \$500 million worth of unfunded projects. Staff has narrowed it down to those projects that could be completed in first five years that totals \$74 million.

City staff is seeking direction from Council on whether to move forward with an Aquatic Center; O'Neil Pool. He is unsure whether the pool will be able to open for another year due to the age of the pool and the repairs that are needed. This is a 43 year old pool within the Recreation Department, and is their number one priority in the Priority Based Budgeting as quality of life, parks and recreation continues to be at the top.

The other is street resurfacing and brick streets. Public Works cannot repair the streets with the current funding that has been allocated. We have to put some money in the budget in order to accomplish that project. He presented PowerPoint slides to Council for its review, and discussed the possibility of issuing a 20 year bond. Mr. Rasmussen stated, we need a steady amount of funding every year, or need to find a new source of revenue. Council discussed the addition of a four cent Motor Fuel Tax; some of Council did not like it. However, Public Works recommends a constant source of revenue and that one continues to surface to the top, and is the most likely way to solve the problem. That would be the staff's recommendation.

When we talked about video gaming, it did not get very much support from Council. It is still an option. We also talked about a utility tax. We are not at where Normal is on utility tax. However if we came up to where they were, that would generate some revenue on a regular basis. He placed the motor fuel tax there. Of course, if you take those three off the list we are left with one property tax. If we raised the property tax to the same as where Normal is, you can see the amount of money that costs the average taxpayer. That amount is generated every year. All of those or some combination of all of those could add up to the money that we would need to repair the streets and to do the pool on the west side.

Mr. Rasmussen discussed partnerships, donations and sponsorships as they are generally in two categories. He referred to the first category as 'big things:' Convention and Visitors Bureau, Connect Transit, and Mental Health. Those amount to approximately \$4 million out of the \$4.5 to \$4.8 million. The other category is 'smaller things.' He did not want to invite 20 organizations or individuals to talk about their projects, but rather asked Lauren Lacy from the McLean County Museum of History to speak on behalf of the three museum items listed in this category related to partnerships, donations and sponsorships.

He stated the last item is consultants. There has been much talk and complaints publically and from Council over the use of consultants. In the 2018 budget, there is not much that was spent on consultant fees. In fact, approximately \$100,000 had been budgeted. He explained there are three types of consultants: 1) Engineering services and that's where they come in and they do work for us providing diagrams, drawings, bid-ready specifications that we don't have the engineer staff to do; 2) Contractual services which may consist of HR, background checks, \$22,000, or some other type of service related consultant; 3) Professional and technical services for example, police dog training, \$33,000. We can hire somebody to come in and put them on our staff and they could be somebody who would be our dog trainers, but it's easier for us to get a "consultant" to do that and we task out our dogs to be trained.

Mr. Rasmussen invited Bob Mahrt, Interim Director of Community Development to discuss fees and the Business Registration Program.



Mr. Mahrt explained, this is a continuation of our discussion that was held at the BCPA on January 9 where we outlined some of the cost recovery items for the City. We provide a wide range of fees throughout our departments and divisions basically for programming, and for services that we provide. Those individual fees are currently scattered throughout the 45 Chapters in the Municipal Code. Undertaking a fee adjustment in a comprehensive way is somewhat difficult to undertake.

We have an outdated fee structure in comparison to...when we compare the cities in our region and as our neighbor. Community Development updated its fees in 2011 and Public Works has not been able to do it in over 15 years. So you kind of see how far behind we are in updating those fees for the city and that's not necessarily keeping up with inflation for the needs of the department. There are some general benefits that are outlined that supports established programs; fees that are compatible with comparable communities, and the cost recovery to match our program service levels. The types of fees that we have within the city are those that are codified within the municipal code.

Within those codified fees are building permits, liquor licenses and, under the Fire Department, for the Emergency Medical Services fees. There are non-codified fees at the departmental discretion. You might have appropriate recreation program fees or classes like Zumba, zoo entrance fees and the pavilion rental fees. So the City Council doesn't routinely get involved in those types of fees.

The City is looking for a one-time fee adjustment as our fees are relatively out of line with comparable communities in the region. He provided examples of what service fees would be adjusted as compared with other communities. Community Development fees adjustments could raise an additional \$67,000 a year if we were to implement those. Most of our fees represent roughly a five (5%) percent increase over the previous funding levels or fee levels, but these would be the extremes. When we talk about the fee adjustments and doing it as a one-time, that might be a hard hit for our development community, our citizens. We are talking about a biennial fee adjustment that might be a phased approach to our changing needs to fee structures so that we might come in with a five (5%) percent increase over a two-year period and we implement that over time.

Mr. Rasmussen stated, what we're proposing is that when we write the ordinance that it have an automatic process in it and that is that the department heads can do that every two years up to five (5%) percent. If you came in with a fee increase for some item, what would happen is the department would look at what the cost of doing business was and then we would bring it back to the Council and we would say these are the proposed increases that we would propose for this year unless you tell us otherwise. That way, instead of having to keep coming back to you every year, it would move forward on a regular basis.

Alderman Mwilambwe asked for clarification on the initial adjustment. Mr. Rasmussen stated, it can be accomplished in two different approaches. Referring to one of the slides, Mr. Rasmussen provided an example of the approach by discussing the annexation fee increase.

Alderman Bray, with the idea that we have certain fees that are significantly misaligned with the market-based fees and with neighboring communities, what would be the harm in a combination approach between right-sizing certain fees? These are one-time fees for different people to come into the community for development purposes. Why would we incrementally increase something like that? She would prefer to take a combination approach between proposal one and two so to ensure that we don't fall short in budget years.

Mr. Rasmussen stated, if the council would like to do that, we would come back with a proposed ordinance that speaks of a combination approach. He asked Mr. Mahrt to provide Council with the working draft of the Community Development spreadsheet for fee adjustments. Mr. Rasmussen stated this list does not include Police and Fire or all of the other City Departments. We're in the process of working through that, but what we wanted to do is give you an example of what it might look like in one department.

Alderman Schmidt asked whether the fees listed are directly tied to the City's cost. Mr. Rasmussen stated that it is. What happens is, just as Community Development, for example, was recovering about 80% of their costs 20 years ago and they're recovering 40% of their costs now. The reason is because those fees have not gone up in...commensurate with the cost of doing business. It has to do with the salary increases for the employees and it has to do with the cost of gasoline for cars going back out into the inspection. It is a fee, the recovery of the cost of doing business in the departments.

Alderman Schmidt stated that is a very important principle that we need to articulate. Mayor Renner, it went from 80% to 40%? Mr. Rasmussen affirmed over the course of 20 years. This has not been addressed as we become engrossed in the issues of the moment. The year goes by and we don't take care of it. After five (5) or 10 years we come together and, we wring our hands and wonder why this happened.

Mr. Rasmussen stated, this summer we are going to have automated our parking decks, much like what you see in Normal. That gives us great ability to adjust the time that we charge for parking. Right now we charge for parking based upon how much it costs us to hire the parking attendants. When the system is automated, we can adjust the fee as needed. If we charged 24/7, the City could possibly see a net return of \$400,000. Having a 24/7 parking system doesn't work for many reasons, as there are times when we want to have free parking downtown, or perhaps charge for an 8 hours a day; but open on weekends and open at night.

Mr. Waller provided some options of potential parking fees as a way we could get increased revenue from the parking operation. As of now we run the Lincoln deck from 9 a.m. to 6 p.m. The other decks vary as there does not exist hourly service provided at the other garages. That could be changed to running the Lincoln deck from 6 a.m. to 6 p.m. That's one potential change, limited revenue increase there, but it is an option. Currently, we do not charge for Saturdays, any weekend or holiday. There is potential for additional revenue if we wanted to start charging for Saturdays. The City can charge instead of an hourly parking, we can do overnight flat rate. In comparing the Town of Normal to Bloomington, Normal does assess a charge to all of those parking situations. Also, the amount varies from the time of the year, and what events are occurring within its community. However, Normal does charge a Saturday rate, as well as charge for a flat overnight rate of \$8.00. The Town of Normal charges daily and monthly rates that are equivalent to Bloomington. He just wanted to highlight some of the options that are available once the automate system is installed.

Mr. Waller discussed special events parking stating, we are looking to potentially charge for five (5) events a year at \$5 per event. The City would realize approximately \$30,000. However, if the amount is increased to 10 events at a charge of \$5 per event, that amount increases to \$60,000. He briefly discussed high event or the high potential revenue just for special event charge parking. There are several combinations that can be looked at regarding parking fees for special events.

Alderman Schmidt asked why Pepsi Ice Center was not included as it is premium parking for the arena.

Mr. Waller stated, when VenuWorks came into the management of the arena, they stopped charging for parking in the Pepsi Ice Center and the Butler Lot. The former management company actually set up barricades and had people out there stationed and collected cash for parking. VenuWorks does not like that operation as it takes additional staff to manage parking. They implemented a dollar per ticket for a parking fee to all of their events. Due to that addition to the ticket, a dollar parking fee is assessed per ticket sale, and the City does not believe it can charge an additional use fee.

Alderman Schmidt reiterated that Pepsi Ice is premium parking. She ask whether the City has the ability to renegotiate that contract. Mr. Rasmussen stated, not with our current contract. Within the current management contract, whenever they have an event at the arena they get both of those facilities. VenuWorks gets the Butler lot as well as the Pepsi Ice Center garage.

Alderman Schmidt stated, VenuWorks gets to keep all the revenue. Mr. Waller stated, part of the revenue does come back to the City. Fifty (\$.50) cents of that dollar comes back to the City.

Discussion continued on the parking situation at Pepsi Ice and Butler Parking Lot without a resolution.

Mr. Rasmussen discussed the issue of instituting a business licensing fee. There are advantages and disadvantages to having this program; there is some revenue generated from it but we want to be careful to say that this is not meant as a money grab. Instead it is an effort to recover the fees that we...the cost that we have for running inspection programs. The Chamber of Commerce liked the idea because it gives them more data; it allows them to see who is doing business in the community. They just didn't like any fees associated with it. However, they understand the premise behind it. The City is proposing a nominal fee that helps us recover the cost of our managing the program.

Mr. Mahrt stated, there is a difference between a Business Registration Program where you can charge a nominal fee for essentially registering that business versus a Business Licensing Program. We are not looking to implement a business licensing program. From the 2016 City Directory, there are 6,000 businesses within the Bloomington, Normal area. There are probably between 2,000 and 4,000 within the City of Bloomington, and that could range from a mom and pop business to a corporate giant like State Farm.

The Business Registration Program could be implemented in the same manner as what we currently have with our Rental Property and Inspection Program as well as our contractor registration. This would be ran through the Community Development Department. We've talked before about some of the benefits, zoning compliance verification, building safety and data collection for our economic development efforts. Mr. Mahrt discussed the possible flat fee for the annual registration of a business, and whether it be an annual versus a one-time fee. He also discussed the potential revenue that may be realized from the program, and how cost-recovery for inspections would likely occur.

Alderman Mathy asked whether there would be online registration to allow businesses to register online. Or is this something we would be asked to go out and buy software to do this or spend money developing something like this? Mr. Mahrt replied that it depends on the features and functions that the City wish to capture from the program.

Council continued to discuss the Business Registration Program and how it may impact the business community.

**Presentation, discussion and possible direction on the Capital Improvement Plan. (Presentation and discussion by Steve Rasmussen, Interim City Manager.)**

**Presentation, discussion and possible direction on Potential New Revenue Sources. (Presentation and discussion by Steve Rasmussen, Interim City Manager.)**

**Presentation, discussion and possible direction on Cost Review, Partnerships/Donations/Sponsorships, and Consulting: (Presentation and discussion by Steve Rasmussen, Interim City Manager.)**

*Each of the presentations were discussed interchangeably during the meeting and is summarized below.*

Mr. Rasmussen discussed sponsorships, partnerships and donations and stated, staff is seeking direction from Council on how it wishes to proceed. He asked Isaac Thorne, General Manager for Connect Transit to provide some brief remarks regarding the \$1.1 million dollar partnership the City has with Connect Transit.

Mr. Thorne explained the intergovernmental agreement between Connect Transit, Town of Normal and the City of Bloomington that was approved in 1972. Part of that intergovernmental agreement is a local capital share provided by the Town of Normal and the City of Bloomington. Connect Transit uses that local capital money to apply for federal grants because when you apply for a federal grant, and some of that grant money we actually get from the federal government, it is formula based funds that requires an 80/20 split. The federal government provides 80% per capital items, Connect Transit has to come up with 20%. Now, over the years, that's kind of shift, that philosophy has shift and the federal government now wants you to provide 50% of the funding with their grants.

In some cases, the federal government only wants to provide 20% and Bloomington, Normal and Connect Transit provide 80% of that local match. In 2016, through the sales tax, Connect now receives operating funds to provide Sunday service. These communities never had before is a fixed route and the Connect Mobility services operating on Sunday. That service started in August of 2016. As of today, that service has grown 37%. Connect Transit does provide 2.2 million fixed route rides per year as of last year and then 83,000 rides with Connect Mobility, and 65% of those trips are for work, health care, getting to school, and shopping.

Alderman Schmidt stated she is unaware as to manner the City receives information from Connect Transit. She requested to receive quarterly summary reports from Mr. Thorne. Mr. Thorne stated he could provide that to Council on a quarterly basis.

Alderman Mathy asked how many people take advantage of the Sunday service. Mr. Thorne replied, we have about 5000 on Saturdays and about 3000-3500 on Saturdays or on Sundays I mean.

Alderman Sage asked for clarification on the number of riders stating, when you say we have 5000, is that 2500 in the morning, 2500 at night. Mr. Thorne stated, 5000 total rides on Saturday, and approximately

3500 to 2800 on Sunday. Alderman Sage encouraged Mr. Thorne to use exact numbers within his report as opposed to percentages.

Alderman Black inquired about the percentage of non-students who use a pass versus pay cash. Mr. Thorne stated, more people are using cash now in the last six months than they have been buying the passes.

Alderman Black stated, suppose the Council decides that we only want to have our contributions at a million dollars. What a \$200,000 impact have on Connect Transit? Mr. Thorne stated, if Connect Transit lost that \$200,000 in funding we would eliminate three but routes or the equivalent of nine full-time employees. We need to find basically a cut where we have to cut some services and maybe pick transit premium service we could look at, but all options would be on the table on what we need to cut.

Mr. Rasmussen introduced Lauren Lacy from the McLean County Museum of History to discuss the partnership between the Museum and the City of Bloomington.

Ms. Lacy provided an overview of the Museum including the number of staff persons, volunteers and board members serving. Seventy (70%) percent of our funding comes from private sources. That remaining 30% is predominantly in kind services from the county. The historic courthouse is rented from the county, and they provide custodial services, repairs; those in-kind donation is a huge part of our not private budget. She spoke of the number of people that come through the museum on a yearly basis as well as the type of programming it provides for K-12 students, senior citizens and the general public. They have waived student and chaperone admission fees to our Evergreen Cemetery Walk. Generally it was a barrier for some students, so we've been waiving that to make sure all students and teachers who want to attend can make it to this program.

Our library and archives house more than 15,000 rare books and documents and an estimated \$1 million historic negatives donated by "The Pantagraph." We actually won't have a final count until we finish digitizing them. They are in rough shape, so we're trying to find the grant to preserve those. The Museum and the Visitors Center when taken together is probably the strongest economic engine in Downtown Bloomington. Together they have generated nearly \$900,000 last year in spending on shopping, dining, hotel use and construction within the museum as we continue to build these new exhibits. The Visitors Center lately has also really been focusing on boosting Route 66 tours through a variety of means. They are creating a new Route 66 map. There were four different routes through our community.

Ms. Lacy stated the support from the City assist the Museum in building on the quality of life for all persons in the community through education and tourism. Without the support of the \$20,000, they would have to cut some of the educational program they offer. The Capital Campaign, the City made of \$250,000 pledge to be paid over five (5) years has had a huge impact. In fact, the Town of Normal made a matching gift of that amount. So without that, you know, \$500,000 of a \$3 million goal is substantial.

Alderman Sage asked for clarification regarding the \$250,000 proposed in the FY 19 budget related to mental health. He asked whether that contribution comes out from the sales tax, and whether it is a percentage or fixed amount.

Alderman Schmidt expressed concern with the funds allocated to mental health and ask where the funding is being applied too, brick and mortar or service programs. Ms. Hon stated those dollars were not specified in the agreement by Council. Alderman Schmidt stated Council needs to revisit this item.

Alderman Hauman stated, she has a meeting with Chairman McIntyre on Monday at 10. She asked him to keep an accounting of how the funds have been spent to date. The lion share that has been allocated to the jail. There have been other small initiatives that they have interest in.

Alderman Schmidt asked for clarification of Alderman Hauman comment. Alderman Hauman stated, the building construction.

Alderman Sage stated, it was presented that way when Council voted for the sales tax, that it would be used for facilities.

Alderman Black stated, he recalls part of the conversation as it was presented as a savings that the City would face as a result of persons who may be in crisis after interaction with the Police. It would make logical sense to him to have a representative from the City to serve on a committee as we are contributing \$2 million plus or minus a couple \$100,000 depending on sales tax fluctuations.

Alderman Painter stated that she currently serves on the committee; however, there has not been much comment provided from service providers.

Alderman Schmidt, she wanted to follow-up on the list as she has very specific questions. She would like to have additional information on the entities that are listed as an example, Extending Excellence Campaign for the museum; and the Taste of the West. Alderman Hauman added, County Health and Regional Planning, Martin Luther King, Jr. event...which one do we have any say over or has an intergovernmental agreement.

Alderman Black stated, it is all hotel/motel tax. If they don't bring in conventions to fill hotel rooms, they don't get the money.

Mr. Grammer stated, the Convention and Visitor's Centers are under Economic Development budgets. In his research, there is not a current agreement between the City and the Commission. There is not a bureau that specifically ties any portion of both hotel/motel tax and the CVB. At one time 13 years ago, there was a specific percentage of hotel/motel tax that was allocated. Due to the growth of hotels and the amount of money that they generated, it became to be such a large amount of money that it was best to decide that the CVB should receive a certain amount of money; not necessarily tied to hotel/motel tax. It is his understanding that it comes out of a General Fund--with no act of agreement in place that money would be up for discussion.

Alderman Black stated, he serves on the Convention and Visitor's Bureau Board representing the City, and have general discussions of how its revenue comes directly from those funds. He appreciates Mr. Grammer remarks; however stated, with an expired intergovernmental agreement Council could review

the amount that is sent to them. It is all been tied to that hotel/motel tax.

Alderman Mathy stated, it is not 100% of what we're collecting, but it is directly coming out of what we're collecting. Alderman Black confirmed clarifying that the tax portion of the bill goes to fund the CVB, it does not come from property tax, general fund or sales tax.

Mr. Rasmussen stated, the City is generally collecting more in the hotel/motel tax than we give back to the CVB; we're not subsidizing them. Alderman Black the services that the City receives from CVB benefits the entire community, and the revenue that is received does not directly impact taxpayers.

Alderman Bray commented on matching funds through grants as the subject was discuss this day with McLean County; that information was not provided on the page. She would like to know the impact or outcome of whether Council reduce the amount of its contribution where we use grant money.

Mr. Rasmussen offered to provide to Council a summary of the donations that are provided to those entities that have previously approved.

Alderman Mwilambwe stated, it would be helpful to Council to have information related to the level of usage, fund grant amount, and its history.

Alderman Schmidt asked that the summary includes Melissa Hon's original spreadsheet, she had the actual for FY-16 and FY-17. That gives us a nice trajectory.

Discussions continued among staff and Council regarding donations, cost reductions and the overall general philosophy of the City related to donations, sponsorships and partnerships.

Mr. Rasmussen stated, if there is a consensus of the Council, staff can proceed forward in its review of each of those items listed.

Alderman Hauman, she is ready to provide her comments on the donor listing as follows: the Gala goes; we are obligated to the Commission; Friends for Forever goes; Freedom Banquet goes; review McLean County Museum three donations as they are partially funded through the CVB, and the City helps sponsor the Route 66 Visitor Center; there an overlap there. Though she is a firm believer in the Multicultural Leadership Program, it goes; Martin Luther King, Jr. Luncheon goes. With Mr. Hamm leaving the EDC and B-N Advantage, the City has a golden opportunity to determine its future with economic development. Additionally, the City is committed to the Small Business Center and CVB, however, would look at those as well. Connect Transit and Sister City goes as well. That completes her list.

Mr. Rasmussen asked whether Alderman Hauman was including McLean County Regional Planning Commission. Alderman Hauman stated, the City has a contract. In order to obtain additional funding, we need to maintain that as it would be a required cost.

Alderman Bray commented on the philosophy of how Council is arriving at a decision as to fund or not to fund a sponsored event. She wants to ensure that it is a comparative process as opposed to selecting the first item that appears on the list. In the end, it represents event tickets for city leaders to attend the

event. Mr. Rasmussen affirmed. Alderman Bray stated, she just want to ensure that Council know what they are voting for.

There was cross discussion among Council and Mr. Rasmussen as to the purpose of sponsorships and purchasing event tickets.

Alderman Bray expressed concern with Council cutting small sponsorship and how the over impact will be when there is no City presence at important events. She encouraged Council to be careful in its desire to choose as there are entities within City putting on fundraisers, and the City to want to show its' supportive. Perhaps a budget fund needs to be established for all the events. Then Council can select the events they wish to attend.

Alderman Black asked to revisit the sponsorships and partnerships one slide stating, he will identify a few places that the City can save money. He mentioned the following: mental health service, Connect Transit and, combining EDC and B-N Advantage to look at what some scalable cost is. If we cut \$100,000 from each one of those budgets, what is the impact of those programs? Then, Council can consider those at another time. His attention is not on the smaller donations/partnerships or sponsorships at this time. He would like to know what those service levels look like that the City funds. Perhaps if Mr. Thorne comes back and states that if the Council cut \$200,000 out of the Connect Transit budget, that loses \$200,000 from the state, \$400,000 for them, they have to cut Sunday service. That's a conversation that we should broach, yes.

Alderman Mwilambwe stated, the City have some intergovernmental agreements between those individuals. One must consider what it says about our values and what we promised to do. If the Council has said that it is going to do something, I think we should be extremely careful about changing those kinds of things. However, if there is an out in those agreements that allows us to do that, I would say, by all means, let's explore that. But if there is not, I'd be reluctant to say renege on that promise.

Alderman Schmidt agreed with the sentiments of Alderman Mwilambwe. She would be in favor of revisiting all of the History Makers Gala, the NAACP Freedom Banquet, the Multi-Cultural Leadership Program sponsorship, the Martin Luther King Jr. event, the Chamber of Commerce Gala. She would also question the EDC and Be an Advantage.

Mayor Renner stated, there is not currently a funding agreement for the EDC, the B-N Advantage funding. The last meeting in December, the Council authorized funding for the rest of this current fiscal year. No further funding is authorized for B-N Advantage for this next fiscal year, but this is what you're working on now is the budget for the next fiscal year.

Alderman Painter asked what the City was receiving for the amount of money that it has contributed to B-N Advantage and the EDC. Mr. Rasmussen stated, we still have the Small Business Development Center for a small amount of money up there that is proposed.

Alderman Schmidt stated the Small Business Development Center is very important and that's exactly the kind of homegrown business we need to grow in order to... Mayor Renner stated the Council approved a three-year funding agreement for the Small Business Development Center, so that's a contractual obligation.



Alderman Mathy stated that he mostly agree with Alderman Mwilambwe comment. If he should attend and event, he has no issue paying for it as he and his wife prefer to sit together, as some of the events that he attends he pays for them. He cautioned disrupting intergovernmental agreements that the City has entered into with other entities. He does not have an issue revisiting EDC and B-N Advantage; however, our largest employer in the area has been making some significant shifts, which we're already seeing sales tax revenues that are... When that happens, you know, when you face a down environment, you don't cut off your sales and marketing at that time. He expressed concern about having that particular conversation but is willing to have it. Then Connect Transit and mental health services, we can look at those, but if we have got contracts that say we should be doing those, then I think that we should probably pay attention to and honor those contracts.

Council requested staff to provide a list of intergovernmental agreements that the City currently have with community partners so that Council could have a more in-depth conversation.

Alderman Hauman stated she is not advocating for making cuts to back on EDC and B-N Advantage. With the departure of the executive director, now would be the time to revisit the City's support.

Alderman Black addressed the City's philosophy on fee increases as opposed to property tax increase that the City is not capturing the natural growth in our community and we will constantly be having these conversations. Even going the statutory limit for utility tax, that is fluctuating on usage, as we get more energy efficient our residents come and go. It's not capturing the growth in our community whereas property tax would do that. Fire or false alarms, he would like to see some details on what that looks like. The Special Events Street Closure, he would like to have more information on how that is calculated. For the Public Works Special Events Street Closure, we need to be good partners with people that do things in our downtown or elsewhere in the community. He has a hard time charging someone for if they're going to bring in a couple of hundred people to an event and it costs us, some staff time, we can work that out internally and I'm not interested in moving forward there.

He stated he was against Parking and Business Registration. He has outlined \$400,000 in things that needs reviewed. That's \$300,000, we are coming out \$100,000 ahead. Parking I think is a bad idea across the board. We are backing into it the wrong way. We should be charging for street parking and free parking in the garages. If Council is serious about parking, he would vote for paying for parking on the streets of downtown and then try to get that too little to no cost in the garages.

Mr. Rasmussen stated, that is a million dollars that Council put into that, and it cannot be undone. However, facilities can adjust that. The City could charge for events but have free parking in the evenings. Mayor Renner stated, the City had potentially up to \$200,000 even if we had free parking as I recall on weekends and in the evenings with just focused on events, depending on how many events we got. Mr. Rasmussen stated it could get us to \$100,000.

Alderman Mathy stated that he ultimately aligns with Alderman Black. He has discussed it publicly for years about the challenges to parking in the downtown area.

Alderman Schmidt referred to the property tax and utility tax stating, she continues to be really concerned about raising utility tax. Melissa provided in the Priority Based Budgeting Brief the cost of living factors for Bloomington, and it has increased by \$10.00 per month. In her opinion, a utility tax is very regressive,

whereas a property tax increase begins to build on where we're growing. We should have some honest conversations about property taxes and those who are going after utility taxes and the potential impact.

Mr. Rasmussen stated, the City can have that conversation with Council as the Motor Fuel Tax maybe tied to the streets and sewers. There was not a strong feeling from Council about including a video gaming fee. Although by having a moratorium on more gaming, people who do have gaming machines are not going to see more competition. Those businesses that have video gaming machines are getting more business, and perhaps they can return that favor in some way to the City. He proposed as an example stating, it doesn't get us a more money but Peoria charges \$500 for each terminal; so there is something there.

There was cross conversation related to parking fees, and the business registration program. Alderman Schmidt stated, Mr. Mahrt just spoke of how our fees and cost of doing business need to be honest and reflective of the work. She spoke of the possibility of collecting data from this process for other planning opportunities. Mr. Rasmussen stated, having the data is more useful as Ms. Silva indicated earlier, the City is not collecting taxes from some of those businesses. The City is not aware of some of these businesses; however, by having a registration program, the City would be able to collect taxes on those businesses who do not self-report.

Mayor Renner stated, Council may not be resolved on fees. Though it appears there is some agreement except with special events. Mr. Rasmussen stated, it appears that Council is leaning towards a one-time fee registration program. If that is the direction and consensus of the Council, then Mr. Mahrt would begin the process of preparing an ordinance to bring back for Council's consideration.

Alderman Bray stated, Council is not sure whether it fully support that yet. It might be ideal that if the business is static, once registered and pays its first fees, going forward annually. Annually, a business has to update its records to include telephone numbers. If there is a change in ownership, there has to be a reaction to do some data. It should be a fee paid then. As there are additional services that the City has to provide when changes occur to a business. There should be a cost recovery. She is not on board with a one-time only, for a 50-year business that pays one fee even though over the years, the City provides many services including inspections. There needs to be additional study on this.

Mayor Renner stated his understanding was that Code Enforcement could be something different than just registering a business. Mr. Rasmussen stated, staff will begin to look at the program and bring options to Council for its consideration. Alderman Mwilambwe stated, it would be important to outline the City's cost so that it does not come across as a money grab.

Alderman Black expressed concern over having reducing programs and services, yet creating a new program or service that has to be managed by staff. Mr. Rasmussen stated, staff is already doing it, just not getting paid for it. Alderman Black stated, he is against the program at this time.

Alderman Hauman referenced the utility tax and asked whether it included phones. Mayor Renner stated no. However, there is a Telecom Tax and the City is at the maximum amount. That prior to Alderman Hauman coming onto Council. The City increase the level to what Normal on cell phones. However, we did not increase the level up to Normal on the other issues. Alderman Hauman asked for clarification on whether cell phones were included as the materials she has states electric, gas, and

water. Mayor Renner stated it does, but the City would not be increasing cell phones. Mr. Rathbun stated the \$1.4 million does not include anything related to Telecom.

Alderman Hauman asked whether it would be possible to increase the Motor Fuel Tax without increasing the tax on diesel fuel. Mr. Rasmussen deferred to Mr. Karch for clarification. Mr. Karch indicated to his understanding, the tax can be created higher or lower.

### **General discussion and possible direction regarding the Fiscal Year 2019 Budget.**

Mayor Renner stated, under the fees he did not hear any negative voices except for special events and street closure. He does agree with Alderman Black and Alderman Mathy that having special events downtown for brings people into the area. He does not believe the City want to discourage people from having a Jazz Fest or other event.

Alderman Mathy stated other areas of town also sponsors events throughout the City. Alderman Schmidt asked whether there could be a nominal fee assessed so that people see some value. Mr. Karch explained there are regular hours and overtime hours. Public Works had not been trying to track those hours. However, the department has spent approximately \$65,000 or more in overtime costs associated with special event fees. It's not just in the downtown area. We shut down major arterial roads that impact traffic that there are choices that could be made to keep them on non-impacted routes or minimally impacted routes. They work to minimize the impact of the positive aspects of special events, but may try to channel and look at how they can focus some of those efforts into minimize costs and maximize the positive aspects of special events.

Alderman Hauman asked of Chief Heffner whether the police are involved when roads are closed. Chief Heffner stated they are.

Mr. Rasmussen stated, regarding the fees staff will move forward with a combination or a hybrid between some one-time fee increases, which brings us up to where we should be and then some phased increases over time.

Alderman Black suggested Council create some funding mechanisms that go towards downtown. A special district that we charge 10% or \$1 a beer on booze that goes directly and is earmarked for downtown development improvements. Mr. Rasmussen stated, two summers ago during the Budget Task Force Committee we tried to have an earmarked fee for downtown liquor establishment which was going to be earmarked for police buyback and we were not able to do.

Alderman Bray stated, she does not have the opportunity to review and consider what that might look like. Based on some of the challenges that the City is likely to experience, Council need to look at our city holistically. Council has recognized the economic engine the downtown area can be. However, let us forget, the economic engine that are some of our major corridors that do not happen to be in the downtown area like Veteran's Parkway and the east side connector out GE Road. The City have some real opportunity for economic growth in some of these areas, which can really put money in the coffers that then funds everyone. It is best to take a holistic approach when we think about how we can grow our economic base. Alderman Black, we spend a lot of time and resources on downtown specifically, but we have not discussed those funds directly. When it comes to people mingling downtown or in downtown bars, an

extra dollar a beer is going to make a huge impact and pay specifically for those projects that Council approved and talked about through the downtown plan without having to impact the engines that are elsewhere in the community.

Alderman Bray stated Council should exercise caution as the discretion to spend money that people have, it's only so much.

There was cross discussion by Council on this subject matter.

Alderman Mathy stated he likes the idea of generating funding solutions as ultimately it has to be done the right way.

Alderman Schmidt asked what decisions were made on potential new revenue. Mayor Renner stated Council did not come to a decision.

Mr. Rasmussen commented on the O'Neil Pool stating if Council decided to move forward, for example, it would take staff the remainder of the year to develop plans and do the work so that the City could increase the property tax going forward. In removing some of the funding for sponsorships from the budget and additional cuts, the City does not have the needed funding to fix the roads. Alderman Schmidt stated, Council have to have that conversation at some point.

This vision that we have is this is the long-term Capital Improvement Plan and we do not want to make a decision this today. If we could know which two, or three, or four we ought to look at in this list or perhaps something else; ultimately, we are going to have to match up our appetite for the project versus our stomach for the funding.

Alderman Bray asked about the item called "Additional Street Resurfacing and Brick Streets." Council had ask to have those separated out, because Council has not voted to fund brick streets. She requested to see those numbers separately and questioned whether it in the proposed budget.

Alderman Mathy stated, no funds have been budgeted for brick streets. It is just titled that but there's zero dollars for brick streets.

Mr. Karch affirmed Alderman Mathy comments stating, Council passed a Master Plan for brick streets but there's no funding dedicated to that currently.

Mr. Rasmussen stated for discussion purposes, if the City were to do a Motor Fuel Tax of some amount, you would get some additional amount of funds. Further if the City moved on that, we may have \$6.9 million in there for overlay. Well, every time you wanted to do a block of brick streets, you'd have to take \$500,000 or \$600,000 out of that for that brick street, as that is the way that that would work. Mr. Karch stated that is a fair estimate.

Alderman Mathy referred to the Hamilton Bun to Commerce stating, the City has discussed this project for 10 years right. He recalled reading something that the City finally had some agreement from the railway to allow that crossing at grade level which was a big deal. He expressed his concerns on the item. With all of the restructuring in town, he asked whether that project is as high of a priority need. Secondly,

if the City does not act soon, are we jeopardy of that agreement with the railway.

Mr. Karch stated, yes. He reminded Council of the Federal Aid Urban, federal money was designated through the federal government through IDOT; that regulates that for 80% of the majority of that crossing. That 5.5 that they are talking is the money that would be going to that siding replacement. There is some railroad siding that is currently that would force a replacement of that. The rest of that funding we're looking at having come through Motor Fuel Tax funds and we're trying to find other ways to be able to expand that. But we have a lot of our motor fuel tax funds are typically committed to those larger fuel dollar projects. And that's what that Hamilton Road project is currently, how it's being funded.

It is his plan to bring forward this summer for Council consideration for a decision on this project. We have to keep that ball moving. If we fall short again on an agreement with the railroad that would be the third time, and we just may as well forget that arterial for at least the remainder of his career.

Mr. Rasmussen asked when the City have to fund it and how much. Mr. Karch explained, the vast majority of it is now committed by IDOT, that federal funding. The remainder of it we have designated in our Motor Fuel Tax funding. This 5.5 is something right now our consultant is working on drilling down on that siding replacement costs. We don't have that drilled down. That 5.5 was in the fall, and we tried to get some number for budget consideration. Staff anticipate this summer being able to bring something back to the Council for that final action and having better numbers.

Mayor Renner stated, in reference to State Farm, he does not recall the details but the economic development possibilities of that east/west corridor. If something like it would reduce at peak times 20% of the traffic on Veteran's to have that, as that area is economically challenged.

Mr. Rasmussen stated, Hamilton Bun to Commerce is still there, staff is working that. And the other thing is the top of Fire Station Five, \$5.5 million was a placeholder if you wanted to pay for it right now. He deferred to Fire Chief Mohr asking whether the City can still set aside funding there, maybe \$400,000 or \$500,000 of your budget, for land acquisition. Chief Mohr stated yes.

Alderman Hauman asked about the annual debt payment and whether it is all 20 years. O'Neil pool had a 20-year bond. She asked would those all be 20-year bonds. Ms. Silva stated the City used a blended organization of years based on the life of that aspect. Alderman Hauman expressed that if the City talks about a 20-year bond on O'Neil pool, and if the pool has a 20-year life expectancy; then we're going to looking at a maintenance concern as Alderman Mwilambwe stated in our last meeting.

Mr. Rasmussen stated, the City has not done the engineering work on that. Therefore the amount that staff has provided is an estimation of what the City believes it will cost to address the pool and ongoing maintenance. Mr. Tetzloff stated, they would have a concrete pool constructed as it last longer than aluminum pools, as aluminum pools last 25 years. Concrete pools typically last about 40 years. Every fiscal year, they budget for pool maintenance.

Alderman Hauman asked whether there is any potential for Fire Station No. 5 to be shared with the Town of Normal. Mayor Renner stated, he does not think that is out of the question. However, he deferred to Mr. Rasmussen as he had ran some figures on this. Mr. Rasmussen stated that it would cost the City approximately \$2 million per year. With that amount, the City may want to explore having its own station.

Mayor Renner stated, staff at this point is looking for direction on which of these might be the highest of priorities, and whether there needs to be any some follow-ups with this. He asked Council, which ones they work on next.

Alderman Karen said her number one priority is street resurfacing. She is really interested in Alderman Hauman suggestion about looking at diesel versus non-diesel Motor Fuel Tax. I'd like to get some numbers on that. She is not interested in economic development/land acquisition, nor the Library expansion. That's something that would get funded out of a library leavee.

Mr. Rasmussen stated the reason the library is on there is on the list as Council discussed the capital improvement plan a year ago or six months ago. Those items were listed. When he return with the updated list, it will be reduced.

Alderman Schmidt continued stating, the library may require a separate conversation. Although she understands conceptually why this is being looked at, she does not understand where the numbers are coming from. She asked whether there are opportunities to collaborate with either the Town of Normal or the County. She would like to have more conversation, as she does not have enough information on that. She is also very interested in the Aquatic Center.

Alderman Hauman stated, in looking at \$4.5 million and even if Council removed a couple of the items, where would those funds come from. Mayor Renner stated, the four cent a gallon gas tax is on the table.

Mr. Rasmussen stated, what we are really talking about is the Aquatic Center which is \$600,000 a year for 20 years. It increases the property tax by a dollar amount for an average household, and it is a progressive tax. Mayor Renner stated it would be approximately \$19 to \$20 a year. Alderman Hauman stated there would still be a shortfall.

Mr. Rasmussen stated, this is the five-year Capital Improvement Plan that we've been working on for five (5) years and we'll work on it for another five (5) years. After the budget has been approved, and in the next two to three months, we can revisit these items and how to fund those that are ranked in the highest priority. What he is hearing from Council are the Aquatics Center, Street Resurfacing and maybe the Public Works Garage.

Alderman Hauman asked whether Council could send to Mr. Rasmussen its top three priorities.

Mayor Renner stated, he was unsure whether the Public Works Garage was named as one of Alderman Schmidt's priorities.

Alderman Schmidt stated she is interested in Alderman Mathy comments regarding Bunn to Commerce. Alderman Sage stated, at a recent Council Meeting where Council discussed a couple of items that are listed. One of which was the Aquatic Center that he could not recall whether there was a majority consensus. He believe there were a significant number of Aldermen who questioned the amount to replace the pool. However expressed that he continues to see an amount of \$10 million. There needs to be some sense from Council regarding the scope of work to be performed. Ten million dollars is a non-starter for

him. He wants to do something that will open the facility by perhaps replacing what we already have. There are some profound realities that this city must start to deal with from a revenue perspective. The second item Council discussed was street resurfacing and brick streets. He is not interested in brick streets and would like to see it disappear. There were a number of Aldermen who were opposed to brick streets at that meeting. Council could have a philosophical conversation about whether or not brick streets should even be included in the street resurfacing budget.

This give a more clear direction to staff in terms of Council's priorities. For him, replace Aquatic Center with what we have now at a significant cost of less than \$10 million. Then address how to fund street resurfacing.

Alderman Bray stated, she is looking at what those essential services for the City are such as: Public Safety, infrastructure, deliverables. Maybe the City could do a study regarding public/private partnerships that looks at the cost to resurface a street, and for those residents that live on a particular who want to maintain or resurfacing brick streets to have them contribute to so that it is privately funded. Number one for her would be street resurfacing.

Number two is to ensure the City is able to deliver emergency services to all areas of our City. The fire station is important. She understand the City has some regional partners that are studying this for us. We are waiting to hear back on what our projected service challenges will be in the future as we have some new eldercare facilities being built on the east side of town. Number three would be the public works project. She is focused on what essential services the city delivers. At this juncture, it has to be the infrastructure and the public safety.

Mr. Rasmussen stated, in his conversations with Chief Mohr, we talked about the fire station, as they have placed \$5.5 million in the budget. They spoke about money for a future sight but a fire station doesn't appear quickly. However, they have made the response time in the northeast corner a number one priority and are doing that right now.

Chief Mohr, currently, they are addressing the response time by adding that separate ambulance. We're still in process with that. He will need to get the data on how that affects our responses throughout our community. Conversations relating to putting a station on the line with Normal, is not going to change necessarily our staffing level, but it would just reduce the cost of construction. Our staffing level is an annual expense. Once we try to find that strategic location moving forward, we get the data to see how we are affecting those response times. Putting the right resource in the right location currently, we know that our calls for service is going to change in that northeast.

Alderman Mathy stated, as he review the list, he will always look towards infrastructure and things that generate economic activity. This is our five-year plan of projects that we would like to do, Council will need to figure out how to pay for these projects.

The one thing that was discussed in the Budget Task Force, is a long-term solution to figure to getting our employee compensation under control. We need a long term solution to address pay, benefits and pensions of our employees. The City does not have a long term plan for dealing with this. It is his belief that the City's total compensation provided to city employees is out of line with the private sector. He spoke of comparative positions with the City and private sector. He looked through the City of Transparency

website and pulled some numbers on what we provide and what healthcare costs the city and I can't help but contrast that to healthcare package to city employees.

Mr. Rasmussen stated, between now and the end of April, the City will balance the budget. He will make sure that we get on the employee compensation and the capital improvement problems on the five-year program and will bring those back with an emphasis on the ones that you've identified today.

Alderman Sage stated, that is a perpetual conversation that Council say we need to have. Over the last few years Council looked at outsourcing. Council has not had an in-depth discussion on this matter as he does not believe there is not been the political courage to do that. He asked, where do staff go with that when they don't see the political courage to deal with some of the deliberate results completed staff work that might come back to us from a compensation perspective?

Mr. Rasmussen thanked the Council for attending the budget session, as well as its work on solid waste.

**Adjourn (approximately 12 PM)**

**Motioned by Alderman Mwilambwe and seconded by Alderman Black to adjourn the Special Session. Meeting adjourn at 12:40 PM**

**Motion carried: Viva Voce.**

**CITY OF BLOOMINGTON**

**ATTEST**

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk





**CONSENT AGENDA ITEM: 7B**

FOR COUNCIL: May 29, 2018

**SUBJECT:** Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$12,072,022.59.

**RECOMMENDATION/MOTION:** The Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$12,072,022.59, 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 \$12,072,022.59 (Payroll total \$2,603,170.14, Accounts Payable total \$3,003,832.56, Procurement Card Purchases total \$129,490.92, and Electronic Transfers total \$6,335,528.97).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Scott Rathbun, Interim Finance Director

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen".

Steve Rasmussen,  
Interim City Manager

**Attachment:**

- Bills, Payroll, Procurement Card Purchases, and Electronic Transfers on file in the Clerk's office. Also available at [www.cityblm.org](http://www.cityblm.org).
- Summary Sheet Bills, Payroll, Procurement Card Purchases, and Electronic Transfers

**CITY OF BLOOMINGTON FINANCE REPORT**

**Council of May 29, 2018**

**PAYROLL**

<b>Date</b>	<b>Gross Pay</b>	<b>Employer Contribution</b>	<b>Totals</b>
5/10/2018	\$ 1,521,816.85	\$ 385,820.54	\$ 1,907,637.39
5/11/2018	\$ 237,559.11	\$ 79,385.79	\$ 316,944.90
5/18/2018	\$ 227,458.78	\$ 79,408.64	\$ 306,867.42
5/10/2018-5/18/2018 Off Cycle Adjustments	\$ 70,719.02	\$ 1,001.41	\$ 71,720.43
<b>PAYROLL GRAND TOTAL</b>			<b>\$ 2,603,170.14</b>

**ACCOUNTS PAYABLE**

<b>Date</b>	<b>Bank</b>	<b>Total</b>
5/29/2018	AP General	\$ 2,801,843.19
5/29/2018	AP Comm Devel	\$ 57,241.61
5/29/2018	AP IHDA	\$ 37,581.00
5/29/2018	AP Library	\$ 46,164.66
	AP MFT	\$ 22,093.69
	Off Cycle Check Runs	
5/15/2018-5/17/2018		\$ 38,908.41
<b>AP GRAND TOTAL</b>		<b>\$ 3,003,832.56</b>

**PCARDS**

<b>Date Range</b>	<b>Total</b>	
4/01/2018-4/30/2018	\$ 129,490.92	
<b>PCARD GRAND TOTAL</b>		<b>\$ 129,490.92</b>

**WIRES**

<b>Date Range</b>	<b>Total</b>	
4/30/2018-5/28/2018	\$ 6,335,528.97	
<b>WIRE GRAND TOTAL</b>		<b>\$ 6,335,528.97</b>

<b>TOTAL</b>			<b>\$ 12,072,022.59</b>
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Respectfully,

**F. Scott Rathbun**  
Interim Finance Director

**Patti-Lynn Silva**  
Treasurer



**CONSENT AGENDA ITEM NO. 7C**

**FOR COUNCIL:** May 29, 2018

**SUBJECT:** Consideration of Approving Appointments to Various Boards and Commissions.

**RECOMMENDATION/MOTION:** Daniel Freburg be appointed to the Citizens Beautification Committee and Scott Rathbun be appointed to the Bloomington Fire Pension Board and to the Bloomington Police Pension Board.

**STRATEGIC PLAN LINK:** Goal 4. Strong Neighborhoods.

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

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

**Citizens' Beautification Committee.** Daniel Freburg to the Citizens' Beautification Committee. Daniel will be completing the term previously held by Elizabeth Kooba who resigned to serve on the Bloomington Transportation Commission. Daniel's term will be effective immediately and will expire 4-30-19 at which time he will be eligible to reapply. Application is on file in the Administration Office.

**Bloomington Fire Pension Board.** Scott Rathbun to the Bloomington Fire Pension Board. Scott will be replacing former staff member Paulette Hurd who resigned from City employment in 2017. The staff appointment will be effective immediately and does not carry an expiration date.

**Bloomington Police Pension Board.** Scott Rathbun to the Bloomington Police Pension Board. Scott will be replacing staff member Patti-Lynn Silva. His two-year term will be effective immediately and will expire 4-30-20. This is a staff appointment.

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

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared by:

M. Beth Oakley, Executive Assistant

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen". The signature is written in a cursive style with a long horizontal flourish at the end.

Steve Rasmussen  
Interim City Manager

**Attachments:**

- Roster

Citizens Beautification Committee
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Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x		Sara	Crowley	04/30/21	2018	05/14/18	3								
x	Chair	Robin	VanDermay	04/30/20	2014	03/27/17	3								
x		Patricia	Marton	04/30/20	2014	03/27/17	4								
x		Holly	Sellers	04/30/19	2018	02/12/18	5								
x	to Transportation	Elizabeth	Kooba (Freburg 5/29)	04/30/19	2017	05/08/17	8								
x		Robert	Bradley	04/30/21	2017	04/23/18	9								
x		Brett	Litwiller	04/30/21	2018	05/14/18	4								
x		Amanda	Weissgerber	04/30/19	2016	06/27/16	4								
x		Valerie	Dumser	04/30/19	2012	06/13/16	7								
x		Adriane	Powell	04/30/19	2018	03/12/18	4								
x		Erica	Larkin	04/30/20	2013	05/22/17	1								
x		William	Gudeman	04/30/21	2018	04/23/18	5								
	Ex-Officio	Jan	Lauderman												
	Ex-Officio	Stan	Cain				Parker								
	Staff	Robert	Moews				Peters		Parks & Rec				434-2280		
	Staff	David	Lamb						Parks & Rec				434-2280		

**Details:**

Term: 3 years (4 years prior to 5/1/2014)

Term Limit per City Code: 3 terms/9 years

Members: 12 members, 1 ex-officio member

Number of members the Mayor appoints: 12

Type: Internal

City Code: 1973-32, Chapter 2, Section 72

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 3rd Thursday of each month at 6:00 pm - BPD Osborn Room

Number of Vacancies: 1

Number of Expired Board Members (Blm Appointments only): 0

Number of Expired Board Members Eligible for Reappointment: 0

**Appointment/Reappointment Notes:**

## Fire Pension Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number	Reappointment
x	Member (Rathbun)	Paulette	Hurd	none	05/12/14	2014									
	Chair/Retiree	Ron	Fowler	04/30/00											
	Member	Sean	Morrison	04/30/13											
	Member	James	Stokes	04/30/14											
x	Member	Curt	Oyer	none	06/11/12	2012									Ward 8
	Staff/Firefighter	Sean	Morrison												

**Details:**

Term: 3 years

Term Limit per City Code: 9 years

Members: 5 members

Number of members the Mayor appoints: 2

Type: Internal

City Code:

Required by State Statute: Yes, Chapter 40 ILCS5

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: Quarterly on the 3rd Friday of each month at 4:00pm - Fire Station Headquarters

Other: The Fire Pension Board consists of 2 active Firefighters, 1 retired Firefighter and 2 Mayoral appointments. The three (3) firefighter positions are for three (3) year terms. There is an annual election for one of these three (3) positions. Since an individual must run for election, each term represents a new term. According to statute, the two (2) Mayoral appointments do not have a term limit.

Number of Vacancies: 1

Number of Expired Board Members (Blm Appointments only): 0

Number of Expired Board Members Eligible for Reappointment: 0

**Appointment/Reappointment Notes:**

## Police Pension Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number	Reappointment
	Secretary	Chad	Wamsley	04/30/17	2015	05/01/15									
	President	Paul	Swanlund	04/30/18	2015	05/01/15									
X	Trustee (Rathbun)	Patti-Lynn	Silva	04/30/18	2012	03/14/16									
	Vice President	Matthew	Dick	04/30/17	2015	05/01/15									
X	Assistant Secretary	Don	Wilkey	04/30/19	2011	03/13/17									
	Contact Person/Staff														

**Details:**

Term: 2 years per email from Paul Swanlund 5/21/15

Term Limit per City Code: None per email from Paul Swanlund 5/21/15

Members: 5 members

Number of members the Mayor appoints: 2

Type: Internal

City Code:

Required by State Statute: Yes, Chapter 40 ILCS5

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 3rd Tues of each month at 3:00pm - Police Dept

Other: Per State Statute there are 2 Mayoral appointments, 2 active union employees, 1 police beneficiary/retiree

Number of Vacancies: 1

Number of Expired Board Members (Blm Appointments only): 1

Number of Expired Board Members Eligible for Reappointment: 1

**Appointment/Reappointment Notes:**



## CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: May 29, 2018

**SPONSORING DEPARTMENT:** Community Development Department – Office of Grants Administration

**SUBJECT:** Consideration of a Supportive Housing Program/Continuum of Care McLean County Core Services Grant Agreement (Project IL0289L5T121710) to the U.S. Department of Housing and Urban Development, in the amount of \$136,706, as requested by the Community Development Department.

**RECOMMENDATION/MOTION:** The Supportive Housing Program/Continuum of Care McLean County Core Services Grant Agreement (Project IL0289L5T121710), in the amount of \$136,706, to the US Department of Housing and Urban Development be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 5: Great Place to Live- Livable, Sustainable City: City having the capacity to cost effectively serve new developments and residents.

**STRATEGIC PLAN SIGNIFICANCE:** Objective B: City decisions consistent with plans and policies.

**BACKGROUND:** The McLean County Core Services grant is one of the five US Department of Housing and Urban Development's Supportive Housing Program (SHP) grants the City has been awarded for 2018. The total award for all 2018 Supportive Housing Program grants is \$336,112.

For the past decade, the City has utilized the McLean County Core Services grant to partner with Providing Access to Help (PATH) and other agencies to provide supportive services in the form of case management, transportation and outreach services to those at risk of becoming homeless or currently experiencing homelessness. The McLean County Core Services grant accounts for \$136,706 of the total \$336,112 awarded to the City through all Supportive Housing Program grants for 2018.

Funding breakdown for the McLean County Core Services grant award is as follows:  
PATH – \$39,548 (Case Management, Outreach, Transportation, and Administration)  
Salvation Army - \$93,848 (Case Management and Employment Assistance)  
City of Bloomington - \$3,310 (Grants Coordinator)

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:**

PATH  
Salvation Army



**FINANCIAL IMPACT:** Failure to submit the executed agreements would result in the loss of \$136,706 in federal funding and reduce services to individuals at risk of becoming homeless or currently experiencing homelessness. Stakeholders can locate information about the City’s Grant Programs in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement” on page 16.

**COMMUNITY DEVELOPMENT IMPACT:** The City of Bloomington’s Comprehensive Plan addresses the need to reduce homelessness through prevention programs in Goal CWB-1 with CWB-1.1b specifically addressing the need make funds available to prevent homelessness. The funds provided through this project assists those experiencing homelessness to secure employment and receive case management services in an effort to reduce the rate of return to homelessness. The McLean County Services grant also diverts persons at-risk of becoming homeless from entering the homeless system.

Goal CWB-1: End chronic homelessness and reduce the severity of situational homelessness.

Goal CWB-1.1b: Continue to increase focus on prevention of homeless by making funds available that would alleviate the need for emergency shelter for families and individuals with income <80% of AMI (Area Median Income). 80% of AMI for a household of one is \$46,700 per year. 80% of AMI for a household of four is \$66,700 per year.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by: Bob Mahrt, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- CD2 – A – Attachment – Scope of Work/Agreement - 2018 CORE - IL0283L5T121709

Tax ID Number: 37-6001563

Grant Number: IL0289L5T121710

Effective Date: April 9, 2018

DUNS Number: 060864170

SCOPE OF WORK for  
FY 2017 COMPETITION  
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCs) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 136,706 for project number IL0289L5T121710. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ _____
b. UFA costs	\$ <u>0</u>
c. Acquisition	\$ _____
d. Rehabilitation	\$ _____
e. New construction	\$ _____
f. Leasing	\$ _____.
g. Rental assistance	\$ _____
h. Supportive services	\$ <u>127,786</u>
i. Operating costs	\$ _____.
j. Homeless Management Information System	\$ _____
k. Administrative costs	\$ <u>8,920</u>
l. Relocation costs	\$ _____
m. HPC homelessness prevention activities:	

**Tax ID Number: 37-6001563**

**Grant Number: IL0289L5T121710**

**Effective Date: April 9, 2018**

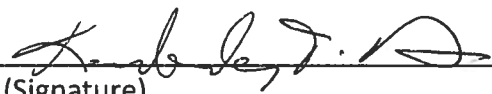
**DUNS Number: 060864170**

Housing relocation and stabilization services \$ \_\_\_\_\_

Short-term and medium-term rental assistance \$ \_\_\_\_\_

4. The performance period for the project begins June 1, 2018 and ends May 31, 2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY:   
(Signature)

Kimberly T. Danna, Program Manager

(Typed Name and Title)

4/9/2018  
(Date)

**RECIPIENT**

CITY OF BLOOMINGTON - McLean County Core Services  
(Name of Organization)

BY: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

**Tax ID Number: 37-6001563**

**Grant Number: IL0289L5T121710**

**Effective Date: April 9, 2018**

**DUNS Number: 060864170**

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**CONSENT AGENDA ITEM NO. 7E**

**FOR COUNCIL:** May 29, 2018

**SPONSORING DEPARTMENT:** Community Development – Office of Grants Administration

**SUBJECT:** Consideration of a Resolution approving a Grant Agreement for the Illinois Housing Development Authority’s Abandoned Property Program (APP), in the amount of \$60,000, as requested by Community Development – Office of Grants Administration.

**RECOMMENDATION/MOTION:** The Resolution approving a Grant Agreement for the Illinois Housing Development Authority’s Abandoned Property Program (APP) in the amount of \$60,000 be approved, and the Mayor and City Clerk be authorized to execute all necessary documents.

**STRATEGIC PLAN LINK:** Goal #4 – Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:** Objective B – Upgraded quality of older housing stock; Objective C – Preservation of property/home valuations.

**BACKGROUND:** The City has a history of participating in various IHDA grant programs such as the Abandoned Property Program (APP). The City has received grant awards through two previous rounds of the APP program totaling more than \$125,000. The current award provides an additional \$60,000 in funding. Through this program, the City is able to support demolition and property maintenance activities at abandoned properties within the corporate limits of Bloomington. Round 2 funding has supported eligible activities at nearly 20 properties around the City. Eligible activities include but are not limited to mowing and debris cleanup, securing properties (board ups) and demolitions.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** Abandoned Property Program funds offset General Fund dollars that would have to be spent on property maintenance of abandoned properties such as mowing, weed abatement, securing the property and demolition. Failure to submit the application will result in the loss of \$60,000 in funding. Grant funding will be deposited in the IHDA Grants Fund, Fed Grants account (22502520-53110-56000). Funds will be spent out of the same fund with expense accounts to be determined as needed. Stakeholders can locate these accounts in the FY Proposed 2019 Budget Book titled “Other Funds & Capital Improvement” on page 24.

**COMMUNITY DEVELOPMENT IMPACT:** The additional funds will assist Community Development in reaching its 5-year Strategic Goals for both the Homeowner Rehabilitation and Demolition Programs.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY  
CONSTRUCTION: N/A**

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by: Bob Mahrt, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- CD 1B – GRANT AGREEMENT - IHDA APP – 052918
- CD 1C – RESOLUTION - IHDA APP – 052918
- CD 1D - CERTIFICATE OF INCUMBENCY - IHDA APP PROGRAM - 052918

## **PROGRAM FUNDING AGREEMENT**

This **PROGRAM FUNDING AGREEMENT** (this “Agreement”), made and entered into as of the 29<sup>th</sup> day of May 2018, by and between City of Bloomington, an Illinois unit of local government (“Recipient”) and the Illinois Housing Development Authority (the “Authority”) a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the “IHDA Act”).

### **WITNESSETH:**

**WHEREAS**, pursuant to authority under Section 7.31 of the IHDA Act and the rules promulgated thereunder and codified at 47 Ill. Adm. Code 381 (the “Rules”), the Authority may provide Funds to municipalities, counties and land banks in Illinois participating in the Abandoned Residential Property Municipality Relief Program for the maintenance and demolition of abandoned properties; and

**WHEREAS**, the Authority has issued, and the Recipient has accepted, that certain Conditional Commitment Letter (together with any amendments thereto, the “Commitment”), pursuant to which the Authority has agreed to provide funds to the Recipient in an amount not to exceed Sixty Thousand and No/100 Dollars (\$60,000.00) (the “Funds”) and Recipient will use the Funds for Eligible Uses in connection with maintenance and demolition of Abandoned Residential Property within the Recipient’s jurisdiction (the “Project”) and for no other purpose; and

**WHEREAS**, as an inducement to the Authority to provide the Funds, the Recipient agrees to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in this Agreement, the IHDA Act and the Rules.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Incorporation.** The foregoing recitals are made a part of this Agreement.
2. **Act and Regulations.** The Recipient agrees that at all times its acts regarding the Project shall comply with the applicable provisions of the IHDA Act and the Rules.

3. **Definitions:**

“Abandoned Property Program” shall mean the Abandoned Residential Property Municipal Relief Program authorized by Section 7.31 of the IHDA Act and the Rules.

“Abandoned Residential Property” shall have the meaning ascribed to it in the Rules.

“Application” shall mean the application for the Funds completed by the Recipient.

“Business Day” shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which the Authority is authorized or obligated by law to be closed.

“Closing Date” shall mean the date upon which all requirements set forth in the Commitment have been satisfied. This Agreement shall be dated as of the Closing Date and shall become effective as of the Effective Date.

“Commitment” shall mean that certain Conditional Commitment Letter by the Authority and accepted by the Recipient dated as of April 6, 2018.

“Disbursements” shall mean the Funds that may be disbursed to the Recipient after the Closing Date.

“Effective Date” shall mean June 13, 2018.

“Eligible Uses” shall have the meaning ascribed to it in the Rules.

“Fund Documents” shall mean the Application, this Agreement, the Commitment and any and all other documents evidencing or governing the Funds.

“Initial Disbursement” shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as of January 1, 2016 through the Effective Date.

“Quarterly Disbursements” shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as detailed on the Recipient’s Quarterly Disbursement Statements.

“Termination Date” shall mean the date which is two (2) years after the Effective Date.

**4. Commencement.** The term of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions herein, shall terminate on the Termination Date. No disbursement shall be made under this Agreement after the Termination Date. Any Funds disbursed to the Recipient but not expended by the Recipient as of the Termination Date shall be returned to the Authority within five (5) Business Days after the Termination Date.

**5. Project Requirements.** In connection with the Project, the Recipient shall perform functions that include, but may not be limited to, the following:

**a.** Report data-points and financials to Authority, as set forth herein.

**b.** Use funds for Eligible Uses as ascribed in Rules.

**c.** Recipient is not barred from receiving funds under any federal program or any program of the state. In addition, Recipient is not delinquent in the payment of any debt to the State of Illinois (or if delinquent has entered into a deferred payment plan to pay the debt), and Recipient and its affiliates acknowledge the Authority may declare this



Agreement void if this certification is false or if Recipient or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

**d.** Recipient has satisfied and will continue to satisfy all terms, conditions, and covenants of and has not suffered or will suffer any event of default of any agreement, contract or requirement of the Authority, HUD, the State, or any political subdivision thereof.

**e.** Recipient has not been convicted of bribery or attempting to bribe an officer or employee of the State in that officer's or employee's official capacity; nor has it made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. In addition, if Recipient has been convicted of a felony, as least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business.

**f.** Recipient will at all times, in the performance of this Agreement, comply with all applicable federal, state, and local laws and regulations.

**g.** Recipient shall obtain a fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (a) the Funds awarded, or (b) \$100,000.00 with the Authority named as an additional insured.

**h.** Recipient shall provide ACH deposit instructions for the Bank Account (as defined in **Paragraph 8.f** hereof).

**i.** Recipient shall perform any other functions that the Authority may reasonably require.

The Authority reserves the right to assess the Recipient's performance of the Project at all times throughout the term of this Agreement. If the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, the Authority shall have the right to terminate this Agreement pursuant to **Paragraph 11** hereof.

**6. Additional Covenants.** The Recipient further certifies under oath, covenants and agrees that, to the best of Recipient's knowledge, information and belief to the following:

**a.** that Recipient is an eligible recipient of the Funds based on Section 381.201 of the Rules;

**b.** that all properties within the definition of Project as defined herein are Abandoned as defined in Section 381.202 of the Rules;

**c.** that the wages to be paid to all laborers and mechanics employed in connection with the Project shall be not less than the prevailing wage rates ("Prevailing Wages") as provided for under the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

and Recipient shall require that all contractors and subcontractors in connection with the Project require the payment of Prevailing Wages;

**d.** that Recipient will comply with all federal, state and local laws, including, but not limited to, historical preservation, environmental and lead based paint laws and regulations; and

**e.** that any and all third-party vendors procured by the Recipient in connection with the Project have been procured within applicable laws and regulations.

**7. Certifications.**

**a.** That all representations and warranties of the Recipient contained in this Agreement and the other Fund Documents are true, accurate and complete as of the date hereof and shall be true, accurate and complete at the time of the Disbursement;

**b.** that the Funds shall be used only for the purposes described in this Agreement;

**c.** that the award of Funds is conditioned upon the certifications as set forth in this **Paragraph 7.**

**8. Disbursement of Funds.** Provided that adequate funds have been appropriated or directed to the Authority to fulfill its obligations under this Agreement, the Authority will authorize the Disbursements as follows:

**a. Initial Disbursement.** On or after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses as of January 1, 2016 through the Effective Date (the “Initial Disbursement Statement”), as set forth in **Paragraph 8.d** hereof, on a form supplied by the Authority, and documents substantiating the expenditures made by Recipient, which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the Initial Disbursement Statement, the Initial Disbursement will be disbursed within forty-five (45) days of the Authority’s receipt of the Initial Disbursement Statement.

**b. Quarterly Disbursements.** Within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses (the “Quarterly Disbursement Statement”), as set forth in **Paragraph 8.d** hereof, on a form supplied by the Authority which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the Quarterly Disbursement Statement, the Quarterly Disbursement will be disbursed within forty-five (45) days of the Authority’s receipt of the Quarterly Disbursement Statement. Notwithstanding anything to the contrary contained herein, each Quarterly Disbursement shall also be based on the Recipient’s performance under the Abandoned

Property Program to date and the Recipient's continued willingness to perform. Notwithstanding anything to the contrary contained herein, the Authority reserves the right, in its sole and absolute discretion, to increase, decrease or eliminate the Funds to the Recipient and the Authority has the right to modify the expenditure timeline as set forth herein.

c. Rejection of Disbursement Statement. If the Authority rejects the Recipient's Initial Disbursement Statement or a Quarterly Disbursement Statement, the Authority shall give its reasons for such rejection in a written notice to Recipient as provided in **Paragraph 20** hereof and the Recipient shall have five (5) Business Days from the date of receipt of the rejection notice, or within such further time as the Authority in its sole discretion permits, to cure any defects in the documents submitted and, provided the cure is accepted by the Authority, additional Disbursements may be made to the Recipient. If the Recipient fails to cure any defects to the Authority's satisfaction, the Authority may declare a default under this Agreement, effective upon notice to the Recipient, and shall have the remedies available to it as set forth in **Paragraph 11** hereof.

d. Disbursement Statements. The Initial Disbursement Statement and each Quarterly Disbursement Statement shall include:

(i) A complete and accurate Abandoned Property Program-Cumulative Accounting of the expenses for Eligible Uses incurred by the Recipient on a form supplied by the Authority.

(ii) Evidence and back-up documentation of expenses for Eligible Uses, including, but not limited to, receipts, ledgers, invoices, before and after pictures, addresses or geographic coordinates, and number of abandoned residential properties served.

(iii) Any and all other documents and showings reasonably requested by the Authority or its counsel.

e. Documentation Retention. As set forth in **Paragraph 12** hereof, Recipient shall maintain copies of all documents substantiating expenditures made by Recipient in connection with the Abandoned Property Program for a period of five (5) years after the Termination Date. Recipient shall ensure that all books, records, and supporting documents in relation to all expenses in connection with the Abandoned Property Program are maintained at the address listed for the Recipient in **Paragraph 20** hereof and are available for inspection by the Authority upon the Authority's request.

f. Bank Account for Disbursements. The Authority shall effectuate Disbursements by transferring the Funds directly to a bank account (the "Bank Account"), established at a bank or other financial institution (the "Bank") selected by the Recipient and acceptable to the Authority. Recipient shall provide evidence of the Bank Account to the Authority on a form acceptable to the Authority and shall include ACH instructions on a form acceptable to the Authority. Recipient shall be responsible for the management of

the Bank Account, and shall cause the Bank to provide the Authority with copies of statements upon the Authority's request. Recipient shall maintain the Bank Account as a separate account or a separate sub-account designated solely for the Abandoned Property Program. Any fees and costs charged or incurred by Bank in connection with the Bank Account shall be paid by the Recipient.

**9. Reporting Requirements.** The Recipient shall provide quarterly reports to the Authority within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date in accordance with Section 381.209 of the Rules. The Recipient's submission of the Quarterly Disbursement Statements as set forth in **Paragraph 8** hereof will be sufficient to meet the reporting requirements under this **Paragraph 9**.

**10. Additional Covenants.**

**a. Non-Discrimination.**

i. The Recipient shall not, in the provision of services in connection with the Project, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, disability, national origin, familial or marital status, unfavorable military discharge or because the person is receiving governmental rental assistance.

ii. The Recipient shall comply with all of the provisions of Paragraph 13 of the IHDA Act, and all other provisions of federal, state and local law relative to non-discrimination.

iii. The Recipient agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination. The Recipient agrees to comply with the applicable provisions of the Fair Housing Act (42 USC 3601 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Illinois Environmental Barriers Act (410 ILCS 25), the Illinois Accessibility Code (71 Ill. Adm. Code 400), and all other applicable state and federal laws concerning discrimination and fair housing. The Recipient further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

iv. The Recipient agrees and acknowledges that they are in compliance with and will remain in compliance with all federal and State laws, rules, and regulations required as a regular course of their business and pursuant to IHDA Act, the Rules, and the Abandoned Property Program. The Recipient agrees and acknowledges that it is its responsibility to determine which laws, rules and regulations apply.

**b. Grant Act and Grant Transparency Act.** The Recipient also acknowledges that the Authority's issuance of the Funds to the Sponsor is governed by the Illinois Grant

Funds Recovery Act (30 ILCS 705) (the “Grant Act”) and the Grant Accountability and Transparency Act (30 ILCS 70) (the “Grant Transparency Act”) and agrees to comply with the Grant Act and the Grant Transparency Act, to the extent by which each applies to the Funds.

**11. Violation of Agreement.** Upon learning of a violation of any of the provisions of this Agreement by the Recipient or if the Authority determines, in its sole discretion, that the Recipient’s performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, or if the Recipient becomes insolvent, defunct, or commences bankruptcy proceedings, or should any director, officer, employee or official of Recipient engage in fraud, willful misconduct or gross negligence or misappropriate any funds, then the Authority may give written notice of such violation or unsatisfactory performance to the Recipient, as provided in **Paragraph 20** hereof. If such violation or unsatisfactory performance is not corrected to the satisfaction of the Authority within thirty (30) days after the receipt of such notice, or within such further time as the Authority in its sole discretion permits, the Authority may declare a default under this Agreement, effective upon notice to the Recipient the Authority may:

- a. Recover the disbursed Funds, or such portion of the disbursed Funds as are, in the sole judgment of the Authority, related to the violation of this Agreement;
- b. Terminate this Agreement; and
- c. Exercise such other rights or remedies as may be available to the Authority under this Agreement, at law or in equity.

No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other existing or subsequent breach of this Agreement. No delay in exercising, failure to exercise, or incomplete exercise by the Authority of any right under this Agreement shall operate as a waiver of such right or any other right. The Authority’s remedies are cumulative and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of the Authority’s other remedies.

Notwithstanding the foregoing thirty (30) day cure period for violations of the Agreement, the cure period for Requests for Disbursements shall be as set forth in **Paragraph 8** hereof.

**12. Monitoring of Project.** The Authority, the Auditor General and the Attorney General, and their respective agents or representatives (collectively, the “Auditor”) shall have the right at any time from the Closing Date through five (5) years after the Termination Date, upon notice to the Recipient to inspect the books and records of the Recipient relating to the Project completed during the Project. Recipient shall make available this Agreement and all books, records and supporting documents related to this Agreement for review and audit by the Auditor. Recipient shall cooperate fully with any audit conducted by the Auditor and shall permit the Auditor full access to all relevant materials. The required documentation may include, but is not limited to, a copy of the municipality's or county's Application to the Authority; all records relating to the Eligible Uses under the Program, as set forth in Section 381.203 of the Rules; and any other

documentation required by the Auditor. Recipient further agrees that the failure of the Recipient to maintain the books, records, and supporting documents required by this **Paragraph 12** shall establish a presumption in favor of the State of Illinois and the Authority for the recovery of any funds paid by the State of Illinois or the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

**13. Indemnification of the Authority.** Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this **Paragraph 13** shall survive the provision of the Funds.

**14. Drug-Free Workplace.** If applicable, Recipient agrees to comply with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). The Recipient's Drug Free Workplace Certification (form of which is attached hereto as **Exhibit A**) is made a part of this Agreement.

**15. Amendment of Agreement.** This Agreement shall not be altered or amended except by a written instrument signed by the parties to it.

**16. Partial Invalidity.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

**17. Binding on Successors.** This Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns, provided that the Recipient may not assign this Agreement, its right to the Funds proceeds or any of its obligations under this Agreement without the prior written approval of the Authority.

**18. Gender.** The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

**19. Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of the Agreement.

**20. Notices.** Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to the Authority:

Illinois Housing Development Authority  
111 East Wacker Drive, Suite 1000  
Chicago, Illinois 60601  
Attention: Legal Department

If to Recipient:

City of Bloomington  
109 E. Olive Street  
Bloomington, Illinois 61701  
Attention: Ms. Jennifer Toney

Such addresses may be changed by notice to the other party given in the same manner as provided in this **Paragraph 20**. Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) Business Day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) Business Days after proper deposit with the United States Postal Service.

**21. Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

***[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized officers.

**RECIPIENT:**

**CITY OF BLOOMINGTON,**  
an Illinois unit of local government

By: \_\_\_\_\_

Name: Tari Renner

Title: Mayor

**ILLINOIS HOUSING DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Exhibit A: Drug-Free Work Place Certification



**EXHIBIT A**

**DRUG FREE WORK PLACE CERTIFICATE**

**STATE OF ILLINOIS**

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Recipient or contractor shall receive a Funds or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Recipient or contractor has certified to the State that the Recipient or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or Funds payments, termination of the contract or Funds and debarment from contracting or Funds opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Recipient" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the Funds, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or Funds of \$5,000 or more from the State.

The contractor/Recipient certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Recipient's or contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition; and

(3) Notifying the employees that, as a condition of employment on such contract or Funds, the employee will:

A. abide by the terms of the statement; and

B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Recipient's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs;  
and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or Funds and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or Funding agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.**

**CITY OF BLOOMINGTON,**  
an Illinois unit of local government

By: \_\_\_\_\_

Name: Tari Renner

Title: Mayor

**RESOLUTION NO. 2018 - \_\_\_\_**

**A CORPORATE RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM**

**WHEREAS**, the City of Bloomington (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Abandoned Residential Property Municipal Relief Program (the "Program"), for the State of Illinois, in the amount of Sixty Thousand and N0/100 dollars, as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time.

**THEREFORE BE IT RESOLVED**, that the Sponsor shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to assist with the maintenance and demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

**FURTHER RESOLVED**, that the Mayor of the Sponsor and the City Clerk of the Sponsor are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform it's obligations under the Agreement.

**FURTHER RESOLVED**, that the Mayor and the City Clerk be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

**FURTHER RESOLVE**, that the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

(Signature page follows)

PASSED BY THE CITY OF BLOOMINGTON'S CITY COUNCIL, STATE OF ILLINOIS  
AND APPROVED BY ITS MAYOR THIS 29<sup>th</sup> DAY OF MAY 2018.

**CITY OF BLOOMINGTON**

---

Tari Renner, Mayor

**ATTEST**

---

Cherry L. Lawson, City Clerk

**INCUMBENCY CERTIFICATE**

The following named individual(s) has/have been duly elected and is/are now fulfilling the office set forth after his/her name, with all the powers attached thereto; the signature after his/her name is the genuine signature of such individual:

<b>Name:</b>	<b>Office:</b>	<b>Signature:</b>
Tari Renner	Mayor	_____
Cherry Lawson	City Clerk	_____

Dated: May \_\_\_\_, 2018

City of Bloomington, IL, an  
Illinois Municipal Corporation

By: \_\_\_\_\_  
\_\_\_\_\_  
Secretary



## CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: May 29, 2018

**SPONSORING DEPARTMENT:** Public Works

**SUBJECT:** Consideration of an Ordinance approving a Petition from F.O.B. Development Inc. for an Easement Vacation Plat for Empire Business Park Eighth Addition and a Final Plat for Empire Business Park Ninth Addition, located east of Airport Road, south of Cornelius Drive, and north of Empire Street, as requested by the Public Works Department.

**RECOMMENDATION/MOTION:** The Ordinance approving the Easement Vacation Plat for Empire Business Park Eighth Addition and the Final Plat for Empire Business Park Ninth Addition be approved, subject to the petitioner paying the required tap-on fees, and the Mayor and City Clerk be authorized to sign the necessary documents.

**STRATEGIC PLAN LINK:** Goal 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:** a. Retention and growth of current local businesses

**BACKGROUND:** The proposed easement vacation plat and the final plat are in preparation for a future medical facility at the corner of Airport Road and Cornelius Drive.

The subject final plat consists of one lot located east of Airport Road and south of Cornelius Drive. The zoning in this area is B-1 and B-2. The proposed use is permitted in these zoning districts.

The subject final plat creates a single lot that includes the entire lot 13 of the Eighth Addition. The Eighth addition final plat dedicated a five foot utility easement on the south side of lot 13. This easement is located in the center of Lot 14 of the Ninth Addition, and as such needs to be vacated. The subject easement vacation plat vacates this easement.

The developer has submitted an amended preliminary plan, currently scheduled to appear, with a favorable recommendation from the Planning Commission, at the June 11<sup>th</sup> regular council meeting. The future revised preliminary plan changes the location of Galena Road such that it would no longer be located at the south end of Lot 14. The developers of the future medical facility wish to be able to purchase lot 14 as soon as possible. Therefore the subject final plat has been drafted to comply with the currently approved preliminary plan, approved by council on November 13, 2017. Since the approved preliminary plan calls for Galena Road to be adjacent to this property, the petitioner is required to provide a surety for both the construction and engineering costs for the adjacent road. If council approves the amended preliminary plan, city staff will work with the property owner to vacate the portion of Galena Rd represented on the subject plat and amend the boundaries to comply with the approved preliminary plan. This process is unique but

necessary to accommodate the development and further Bloomington's reputation as a business friendly community.

The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code) and City staff has no objections to the plan. There are tap on fees due for this subdivision.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** F.O.B. Development,

**FINANCIAL IMPACT:** All survey and plat costs were paid by F.O.B. Development, Inc. Tap-on fees will be required to be paid.

**COMMUNITY DEVELOPMENT IMPACT:** *This site is a Tier 1 Infill Development Priority.*

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared by: Anthony J. Meizelis PE, Civil Engineer

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

Financial & budgetary review by: Chris Tomerlin, Budge Analyst  
Scott Rathbun, Interim Finance Director

Community Development review by: Katie Simpson, City Planner

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

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- PW 2B Ordinance
- PW 2C Easement Vacation Petition
- PW 2D Easement Vacation Legal Description
- PW 2E Easement Vacation Utility Letters
- PW 2F Easement Vacation Map And Plat
- PW 2G Final Plat County Clerks Certificate
- PW 2H Final Plat Petition

- PW 2I Final Plat Legal Description
- PW 2J Final Plat Owners Certificate
- PW 2K Final Plat School District Certificate
- PW 2L Final Plat Drainage Statement
- PW 2M Final Plat Checklist
- PW 2N Final Plat Map And Plat
- PW 2O Final Plat Tap-on Memo



**ORDINANCE NO. 2018 - \_\_\_\_\_**

**AN ORDINANCE PROVIDING FOR THE VACATION OF  
A PORTION OF A UTILITY EASEMENT LYING WITHIN EMPIRE BUSINESS PARK  
EIGHTH ADDITION AND APPROVING THE FINAL PLAT OF EMPIRE BUSINESS PARK  
NINTH ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of a portion of a utility easement lying within Lot 13 in Empire Business Park Eighth Addition, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Empire Business Park Ninth Addition Subdivision, legally described in Exhibit B, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petitions are valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said portion of the 5 foot utility easement as requested in this case.

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

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** That the portion of the 5 foot utility easement as shown on the attached Easement Vacation Plat dated April 24, 2018 is hereby vacated.

**SECTION 3.** That the Final Plat of the Empire Business Park Ninth Addition dated May 4, 2018 and any and all requested exemptions and/or variations be, and the same is hereby approved.

**SECTION 4.** That said vacation of utility easement is reasonable and proper because said easement is not needed for public use by said City, or by utility companies that may have rights of use.

**SECTION 5.** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

**SECTION 6.** This Ordinance shall be effective immediately after its passage and approval.

**SECTION 7.** This Ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 29<sup>th</sup> day of May 2018.

APPROVED this \_\_\_ day of May 2018.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

PETITION FOR VACATION OF

A PORTION OF A UTILITY EASEMENT LYING WITHIN EMPIRE BUSINESS PARK  
EIGHTH ADDITION

STATE OF ILLINOIS        )  
                                  ) ss.  
COUNTY OF MCLEAN     )

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

Now comes F.O.B. Development, Inc. c/o John Deneen, 1776 Winnemac Ave., #306, Chicago,  
Illinois 60640,

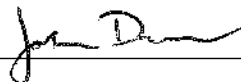
hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as owner of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of a portion of the 5 foot utility easement along the South Line of Lot 13 in said Empire Business Park Eighth Addition as shown on the attached Easement Vacation Plat and made a part hereof by this reference;
3. That said vacation of the 5 foot utility easement is reasonable and proper because said easement is not currently occupied with public utilities with no proposed utilities to be located in said easement.

WHEREFORE, your Petitioner prays that the portion of said 5 foot utility easement be vacated.

Respectfully submitted,

By:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Easement Vacation

Exhibit A

Description of Property

Lot 13 in Empire Business Park Eighth Addition to the City of Bloomington, Illinois, according to the plat thereof recorded December 20, 2017 as Document No. 2017-22539 in the McLean County Recorder's Office, McLean County, Illinois.

Description of Portion of 5 foot Utility Easement Hereby Vacated

The South 5 feet of Lot 13 except the West 15 feet and East 7.5 feet thereof in Empire Business Park Eighth Addition according to the plat thereof recorded December 20, 2017 as Document No. 2017-22539 in the City of Bloomington, McLean County, Illinois.

**Connor, Greg**

---

**From:** Sadler, Eric <esadler@southernco.com>  
**Sent:** Monday, April 09, 2018 8:49 AM  
**To:** Connor, Greg  
**Subject:** [EXTERNAL] RE: Empire Business Park 8th Addition Easement Vacation Request

Greg,

I have reviewed the information that you supplied regarding a proposed vacation in the Empire Business Park area. It doesn't appear that **Nicor Gas** has any facilities located within the area to be vacated. As such, Nicor Gas has no objection to the proposed vacation.

Regards,

**Eric L. Sadler, CFM**  
Land Management Agent  
Land Management Department

Nicor Gas  
1844 W. Ferry Rd.  
Naperville, IL 60563

630.388.3729 office  
630.983.8725 fax  
8-458-3729 internal  
[esadler@southernco.com](mailto:esadler@southernco.com)



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**From:** McKinney, Matthew J.  
**Sent:** Friday, April 6, 2018 9:45 AM  
**To:** Sadler, Eric <esadler@southernco.com>  
**Subject:** Fwd: Empire Business Park 8th Addition Easement Vacation Request

Eric,  
Good morning. Can you please review the customer email below with attachment and respond accordingly or forward as necessary? Thx.

Sent from my iPhone

Begin forwarded message:

**From:** "Connor, Greg" <[gconnor@F-W.com](mailto:gconnor@F-W.com)>  
**Date:** April 6, 2018 at 9:07:49 AM CDT  
**To:** "'[adam.r.gangloff@ftr.com](mailto:adam.r.gangloff@ftr.com)'" <[adam.r.gangloff@ftr.com](mailto:adam.r.gangloff@ftr.com)>, "'Jason Cotner ([jcotner@cornbeltenergy.com](mailto:jcotner@cornbeltenergy.com))'" <[jcotner@cornbeltenergy.com](mailto:jcotner@cornbeltenergy.com)>, Matt McKinney <[MMckinn@agresources.com](mailto:MMckinn@agresources.com)>, "Thompson, Dean W" <[DThompson5@ameren.com](mailto:DThompson5@ameren.com)>, "Vonbrethorst,

## Connor, Greg

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**From:** Jason Cotner <jcotner@cornbeltenergy.com>  
**Sent:** Wednesday, April 11, 2018 8:22 AM  
**To:** Connor, Greg  
**Cc:** Bazan, Brent; Finlen, Neil; Gastel, Jeff  
**Subject:** [EXTERNAL] RE: Empire Business Park 8th Addition Easement Vacation Request

We do not have facilities in the requested area nor do we object to the vacation request. Let me know if you need more than this email.

### JASON COTNER

FIELD ENGINEER

1 ENERGY WAY | BLOOMINGTON, IL 61705

P 309.664.9246 | F 309.662.9670

[jcotner@cornbeltenergy.com](mailto:jcotner@cornbeltenergy.com)

---

**From:** Connor, Greg [mailto:gconnor@F-W.com]  
**Sent:** Friday, April 06, 2018 9:08 AM  
**To:** 'adam.r.gangloff@ftr.com' <adam.r.gangloff@ftr.com>; Jason Cotner <jcotner@cornbeltenergy.com>; Matt McKinney <MMckinn@aglresources.com>; Thompson, Dean W <DThompson5@ameren.com>; Vonbrethorst, James <James\_Vonbrethorst@comcast.com>  
**Cc:** Bazan, Brent <bbazan@F-W.com>; Finlen, Neil <nfinlen@F-W.com>; Gastel, Jeff <jgastel@F-W.com>  
**Subject:** Empire Business Park 8th Addition Easement Vacation Request

Good morning,

We are in need of vacating an easement in Empire Business Park just south of Central Catholic on Bloomington's east side. I've attached a location map along with the final plat that shows the easement to be vacated. Please let me know if any of you have an utilities in this easement and if you have any objections with this vacation request. We have to have this on the City of Bloomington's June Council agenda which means I'll need an answer back no later than May 1<sup>st</sup>.

Please let me know of any questions.

All the best,

**Gregory T. Connor | Project Coordinator**

**Farnsworth Group, Inc.**

2709 McGraw Drive | Bloomington, IL 61704

p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244

[www.f-w.com](http://www.f-w.com) | [www.greennavigation.com](http://www.greennavigation.com)

**Connor, Greg**

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**From:** Wyman, Ted <Ted\_Wyman@comcast.com>  
**Sent:** Friday, April 06, 2018 10:13 AM  
**To:** Connor, Greg  
**Subject:** [EXTERNAL] Empire Business Park 8th Addition Easement Vacation

Greg,

**Comcast** has reviewed the proposed vacation of a five-foot wide utility easement located along the south property line of Lot 13 as depicted on the Empire Business Park Eighth Addition plat filed in 2017 in Bloomington, IL.

Please be advised that Comcast has no infrastructure within said easement and therefore has no objection to the vacation of the aforementioned easement.

If you have any questions in regards to this information, please don't hesitate to contact me.

Sincerely,

Ted Wyman  
Comcast Cable  
Right-of-Way Engineer  
688 Industrial Drive  
Elmhurst, IL 60126  
Phone: (224) 229-5850  
Fax: (630) 359-5482  
[Ted\\_Wyman@comcast.com](mailto:Ted_Wyman@comcast.com)



**Connor, Greg**

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**From:** Thompson, Dean W <DThompson5@[ameren.com](mailto:DThompson5@ameren.com)>  
**Sent:** Thursday, May 03, 2018 2:18 PM  
**To:** Connor, Greg  
**Subject:** [EXTERNAL] RE: Empire Business Park 8th Addition Easement Vacation Request

Ameren has no issue for this easement vacation.

If more documentation is needed, please let me know.

Thanks

---

**From:** Connor, Greg <[gconnor@F-W.com](mailto:gconnor@F-W.com)>  
**Sent:** Thursday, May 03, 2018 1:13 PM  
**To:** Thompson, Dean W <DThompson5@ameren.com>  
**Subject:** [EXTERNAL] RE: Empire Business Park 8th Addition Easement Vacation Request

**EXTERNAL SENDER**

---

Dean,

With Ameren and Corn Belt both serving within City limits the City of Bloomington likes signoffs from both of entities. Thank you for your response and thank you in advance on Drury Inn vacation.

Best,

**Gregory T. Connor | Project Coordinator**  
**Farnsworth Group, Inc.**  
2709 McGraw Drive | Bloomington, IL 61704  
p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244  
[www.f-w.com](http://www.f-w.com) | [www.greennavigation.com](http://www.greennavigation.com)

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**From:** Thompson, Dean W [<mailto:DThompson5@ameren.com>]  
**Sent:** Thursday, May 03, 2018 11:48 AM  
**To:** Connor, Greg <[gconnor@F-W.com](mailto:gconnor@F-W.com)>  
**Subject:** [EXTERNAL] FW: Empire Business Park 8th Addition Easement Vacation Request

Sorry for the delay Greg,

This is Corn-belt territory. I'll have the Dury Inn lot checked by tomorrow.

Dean

---

**From:** Connor, Greg <[gconnor@F-W.com](mailto:gconnor@F-W.com)>  
**Sent:** Wednesday, May 02, 2018 7:21 AM



## Connor, Greg

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**From:** Gangloff, Adam <adam.r.gangloff@ftr.com>  
**Sent:** Wednesday, May 02, 2018 8:52 AM  
**To:** Connor, Greg  
**Subject:** [EXTERNAL] RE: Empire Business Park 8th Addition Easement Vacation Request

Frontier has no objections to the vacation of the request Easement on Lot 13 In Empire Business Park 8<sup>th</sup> Addition.

Adam Gangloff  
Frontier – Network Engineering  
109 E. Market St.  
Bloomington, IL 61701  
309.557.1378

**From:** Connor, Greg [mailto:gconnor@F-W.com]  
**Sent:** Wednesday, May 02, 2018 7:21 AM  
**To:** Gangloff, Adam <adam.r.gangloff@ftr.com>; Matt McKinney <MMckinn@aglresources.com>; Thompson, Dean W <DThompson5@ameren.com>  
**Subject:** RE: Empire Business Park 8th Addition Easement Vacation Request

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**WARNING: External email. Please verify sender before opening attachments or clicking on links.**

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Good morning gentleman,

I was just wondering if you've had a chance to review this vacation request? We have to submit plans to the City of Bloomington by May 8<sup>th</sup> so if you could respond accordingly it would be greatly appreciated.

All the best,

**Gregory T. Connor | Project Coordinator**  
**Farnsworth Group, Inc.**  
2709 McGraw Drive | Bloomington, IL 61704  
p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244  
[www.f-w.com](http://www.f-w.com) | [www.greennavigation.com](http://www.greennavigation.com)

**From:** Connor, Greg  
**Sent:** Friday, April 06, 2018 9:08 AM  
**To:** 'adam.r.gangloff@ftr.com' <[adam.r.gangloff@ftr.com](mailto:adam.r.gangloff@ftr.com)>; 'Jason Cotner' ([jcotner@cornbeltenergy.com](mailto:jcotner@cornbeltenergy.com))' <[jcotner@cornbeltenergy.com](mailto:jcotner@cornbeltenergy.com)>; 'Matt McKinney' <[MMckinn@aglresources.com](mailto:MMckinn@aglresources.com)>; 'Thompson, Dean W' <[DThompson5@ameren.com](mailto:DThompson5@ameren.com)>; 'Vonbrethorst, James' <[James\\_Vonbrethorst@comcast.com](mailto:James_Vonbrethorst@comcast.com)>



**Public Works Department**  
*ENGINEERING DIVISION*  
115 E. Washington St., PO BOX 3157  
Bloomington, IL 61702-3157  
Phone: 309-434-2225  
Fax: 309-434-2201

May 11, 2018

Greg Connor  
Farnsworth Group, Inc.  
2709 McGraw Drive  
Bloomington, IL 61701

Subject: Empire Business Park 8<sup>th</sup> Addition  
Utility Easement Vacation Signoff

Dear Mr. Finlen:

City of Bloomington Public Works and Water departments have reviewed the proposed vacation of the easement on the south side of Lot 13 in Empire Business Park 8<sup>th</sup> Addition in Bloomington Illinois.

The City of Bloomington does not have any facilities in this easement and has no objections to the vacation as proposed.

Should you have any questions, please contact us.

Sincerely,

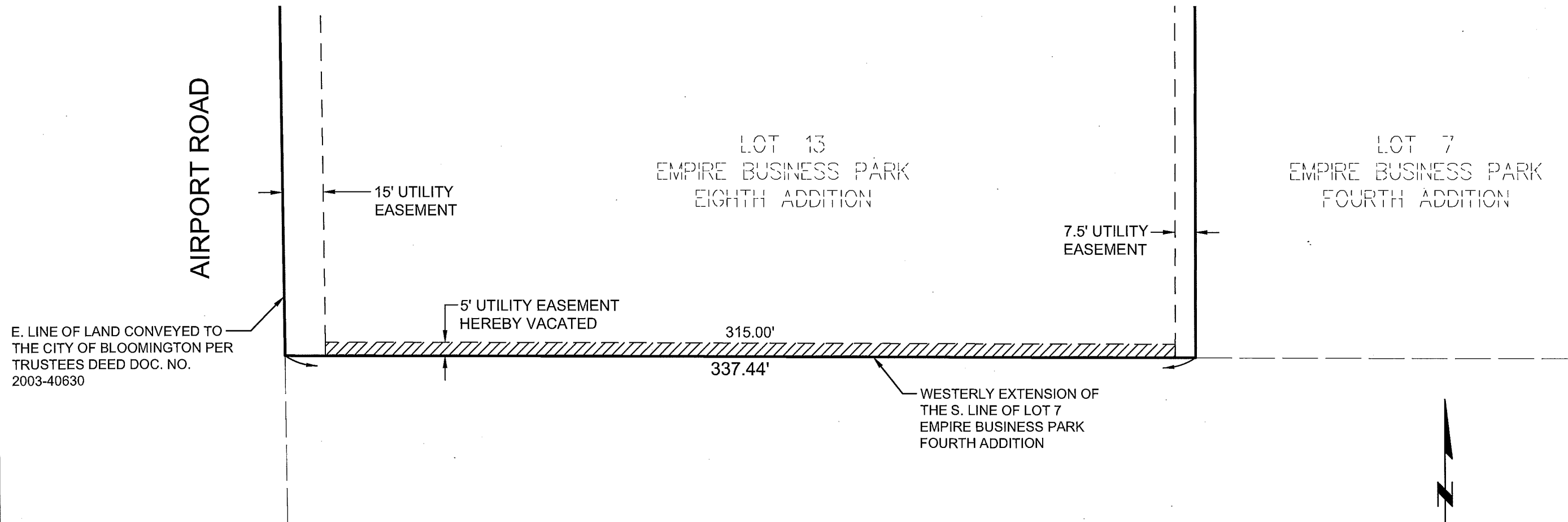
A handwritten signature in blue ink that reads "Anthony Meizelis".

Anthony J. Meizelis, P.E.  
Civil Engineer I

cc: Jim Karch, Director of Public Works  
Kevin Kothe, City Engineer  
Bob Yehl, Director of Water  
Brett Lueschen, Superintendent of Water Distribution  
File

# EASEMENT VACATION PLAT

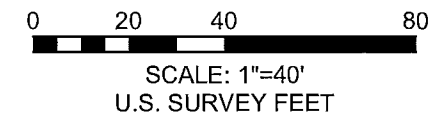
PART OF SW 1/4 SEC 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN  
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



E. LINE OF LAND CONVEYED TO THE CITY OF BLOOMINGTON PER TRUSTEES DEED DOC. NO. 2003-40630

**Utility Easement Hereby Vacated**

The South 5 feet of Lot 13, except the West 15 feet and the East 7.5 feet thereof in Empire Business Park Eighth Addition according to the plat thereof recorded December 20, 2017 as Document No. 2017-22539 in the City of Bloomington, McLean county, Illinois.



**LEGEND**

 EASEMENT HEREBY VACATED

S.W. 1/4 SEC. 31, T.24N., R.3E. 3P.M.

**Farnsworth**  
GROUP  
2709 McGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

EMPIRE BUSINESS PARK EIGHTH ADDITION  
EASEMENT VACATION PLAT  
BLOOMINGTON, ILLINOIS

Project No: 0170769.00  
Book No:  
Drawn by: MBB  
Reviewed: GAB  
Date: 4-24-18

mbruce | j. | 2017 | 0170769.00 - Empire Business Park 9th Addition | Survey | 07 | Drawings | 0170769.00 Empire Business Park Vacation Plat.dwg | 4/6/2018 10:58 AM |

**COUNTY CLERK'S CERTIFICATE**

State of Illinois    )  
                          )ss.  
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 2nd day of May, 2018, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael  
County Clerk, McLean County, Illinois

Part of PIN 15-31-351-009

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois )  
 )ss.  
County of McLean )

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

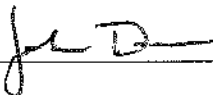
Now comes F.O.B. Development, Inc. c/o John Deneen, 1776 Winnemac Ave., #306, Chicago, Illinois 60640,

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

1. That your petitioner is the owner 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, is a corporation having proprietary interest in said premises.
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Empire Business Park Ninth Addition.
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None

WHEREFORE, your petitioner respectfully prays that said Final Plat for Empire Business Park Ninth Addition submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By  \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Final Plat  
Exhibit B

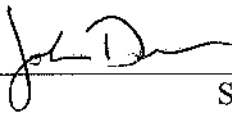
Lot 13 in Empire Business Park Eighth Addition to the City of Bloomington, Illinois, according to the plat thereof recorded December 20, 2017 as Document No. 2017-22539 in the McLean County Recorder's Office, McLean County, Illinois, and part of the Southwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Lot 13 in Empire Business Park Eighth Addition to the City of Bloomington, Illinois, according to the plat thereof recorded December 20, 2017 as Document No. 2017-22539 in the McLean County Recorder's Office, McLean County, Illinois. From said Point of Beginning, thence south 307.77 feet along the East Line of a tract of land conveyed to the City of Bloomington for the East Portion of Airport Road according to Trustees Deed Document No. 2003-40630; thence east 333.74 feet along a line which forms an angle to the right of  $90^{\circ}-41'-15''$  with the last described course; thence north 307.75 feet along the Southerly Extension of the East Line of said Lot 13 which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course to the Southeast Corner thereof; thence west 337.44 feet along the South Line of said Lot 13 to the Point of Beginning.

**OWNER'S CERTIFICATE**

State of Illinois )  
                                  )ss.  
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of the premises embodied in the attached Plat of Empire Business Park Ninth Addition in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Empire Business Park Ninth Addition" in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent Bazan, Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)\*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 3 day of MAY, 2018.

  
\_\_\_\_\_  
Signature

\*where dedication is required under Section 3.5.

**NOTARY CERTIFICATE**

State of Illinois )  
                                  )ss.  
County of McLean)

I, \_\_\_\_\_, a Notary Public in and for the county and State aforesaid, do hereby certify that \_\_\_\_\_ personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

*\* please see attachment of an acknowledgment (GR)*

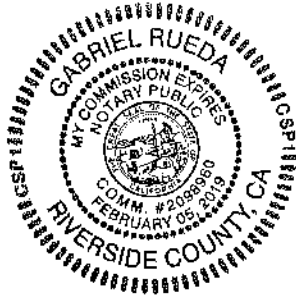
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside }  
On May 3<sup>rd</sup>, 2018 before me, Gabriel Rueda Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared John Deneen  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gabriel Rueda  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Owner's Certificate

Document Date: 5-3-2018 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**SCHOOL DISTRICT CERTIFICATE**

This is to certify that I John Deason as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Empire Business Park Ninth Addition, to the best of my knowledge, is located within the boundaries of Community Unit School District No. 5 in McLean County, Illinois.

Dated this 3 day of May, 2018.

John Deason  
Owner/Developer

DRAINAGE STATEMENT

I, Jeffrey M. Gastel, Registered Professional Engineer, and F.O.B. Development, being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "Empire Business Park Ninth Addition", in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



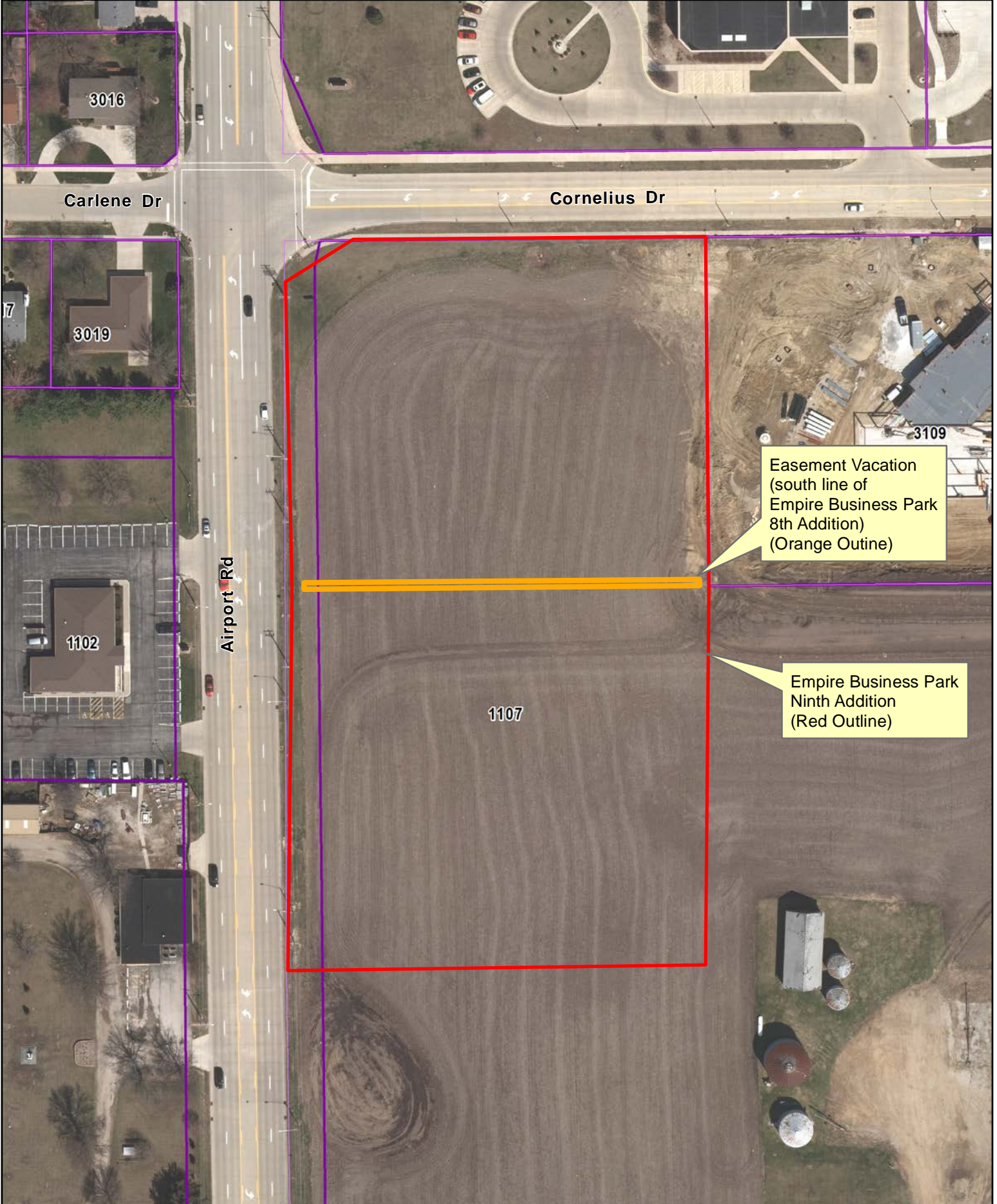
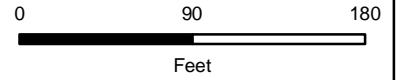
Jeffrey M. Gastel  
Registered Professional Engineer No. 051694  
OWNER:  
BY: [Signature]



## Empire Business Park Ninth Addition

Date Prepared: 5/11/2018

Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	TJM
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	TJM
	Name of Subdivision	TJM
	Legal Description	TJM
	Existing Parcel Id Number (PIN)	TJM
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	TJM
<b>The following shall be provided:</b>		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	TJM
	Utility Company Signoffs	TJM
	Digital PDF Submittal provided to Public Works	*in progress*
	Digital CAD format submittal provided to Public Works	*in progress*
	2 Mylar Copies	
	12 Paper Copies	
<b>The following requirements shall be met:</b>		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	TJM
	Retains the design characteristics of approved public improvement engineering plans and specifications.	TJM
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	Special Circumstances



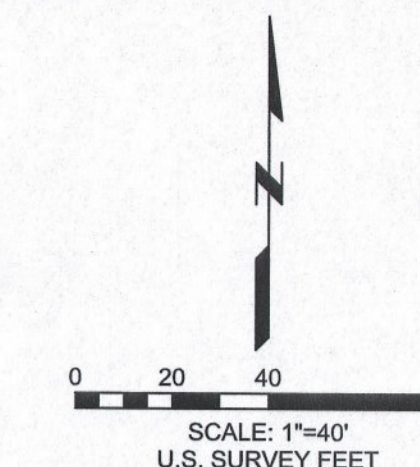
Easement Vacation  
(south line of  
Empire Business Park  
8th Addition)  
(Orange Outline)

Empire Business Park  
Ninth Addition  
(Red Outline)

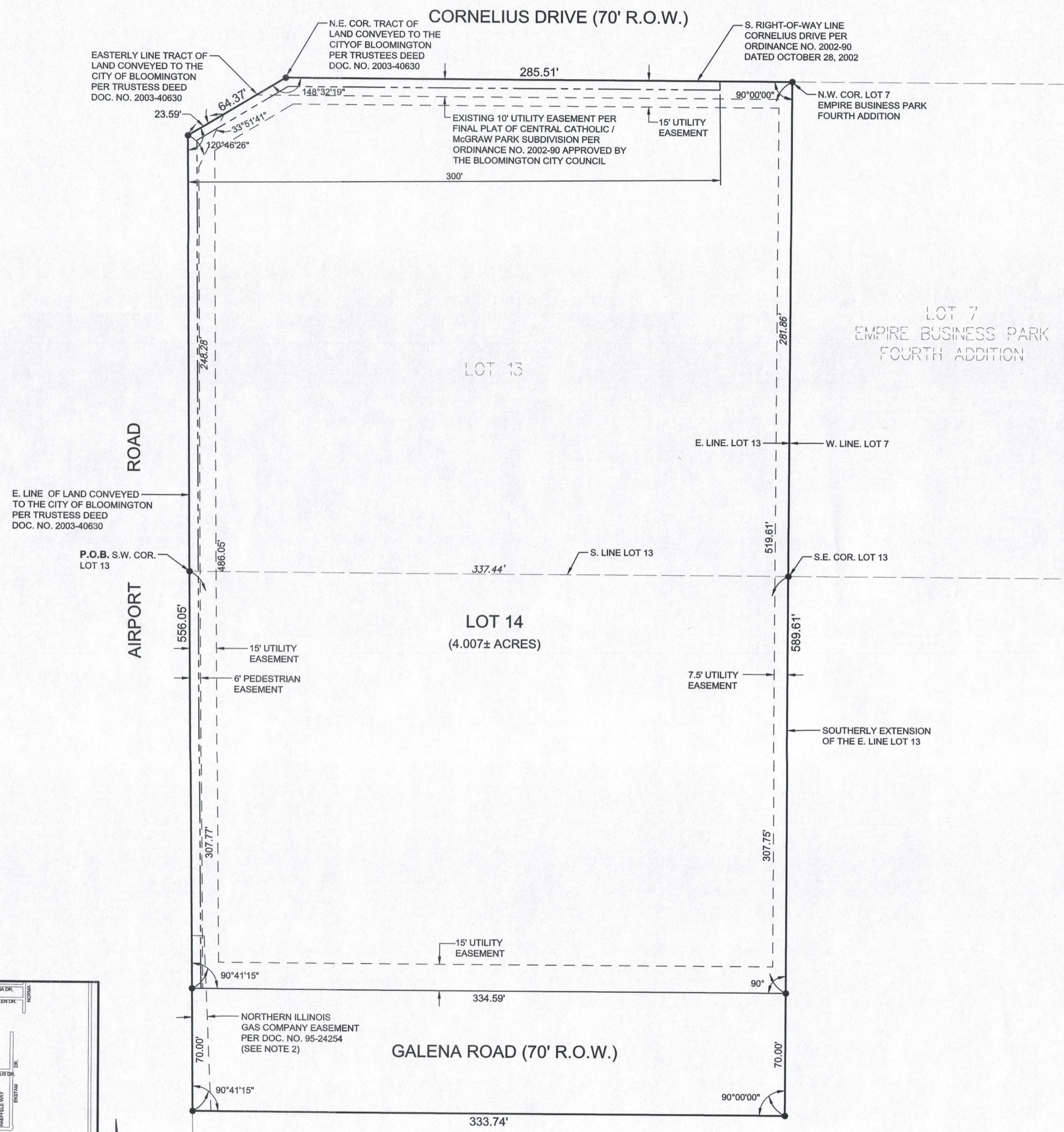


# EMPIRE BUSINESS PARK NINTH ADDITION

PART OF SW 1/4 SEC 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN  
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



**LEGEND**  
● IRON ROD  
--- EASEMENT LIMITS LINE  
--- 5' NO-ACCESS LINE  
--- PLAT DIMENSION PER DOCUMENT NO. 2017-22539



**SURVEYOR'S DECLARATION**

The following described property has been surveyed and platted under my direction:  
Lot 13 in Empire Business Park Eighth Addition to the City of Bloomington, Illinois, according to the plat thereof recorded December 20, 2017 as Document No. 2017-22539 in the McLean County Recorder's Office, McLean County, Illinois, and part of the Southwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Lot 13 in Empire Business Park Eighth Addition to the City of Bloomington, Illinois, according to the plat thereof recorded December 20, 2017 as Document No. 2017-22539 in the McLean County Recorder's Office, McLean County, Illinois. From said Point of Beginning, thence south 307.77 feet along the East Line of a tract of land conveyed to the City of Bloomington for the East Portion of Airport Road according to Trustees Deed Document No. 2003-40630; thence east 333.74 feet along a line which forms an angle to the right of 90°-41'-15" with the last described course; thence north 307.75 feet along the Southerly Extension of the East Line of said Lot 13 which forms an angle to the right of 90°-00'-00" with the last described course to the Southeast Corner thereof; thence west 337.44 feet along the South Line of said Lot 13 to the Point of Beginning.

Said property contains 4.544 acres, more or less.

This property has been subdivided into 1 lot, numbered 14, the street and easements as shown. Said Subdivision is to be known as "Empire Business Park Ninth Addition" in the City of Bloomington, McLean County, Illinois.

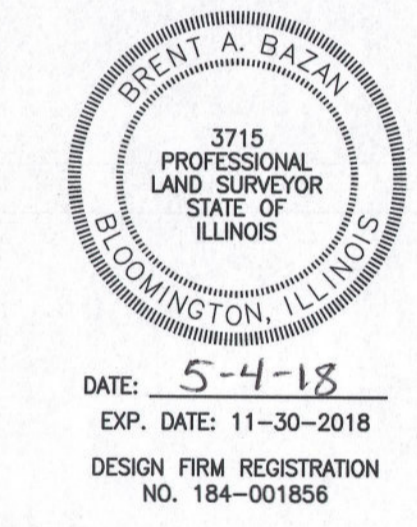
This Subdivision lies within Zone X (Areas Determined to be Outside the 0.2% Annual Chance Floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0510 E, dated July 16, 2008.

**Notes:**

- This property is part of PIN 15-31-351-009.
- The Northern Illinois Gas Company easement as shown hereon is approximate. The description for said easement in Document number 95-24254 is vague and cannot be accurately represented on this plat.

Witness my hand and seal this 4th day of May 2018.

FARNSWORTH GROUP, INC.  
2709 McGRAW DRIVE  
BLOOMINGTON, IL 61704  
By: *Brent A. Bazan*  
Brent A. Bazan  
Professional Land Surveyor No. 3715



**CITY CLERK'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF McLEAN ) SS  
I, \_\_\_\_\_, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Empire Business Park Ninth Addition", presented, passed and approved at a regular meeting of said City Council, held on the \_\_\_\_\_ Day of \_\_\_\_\_, 2018, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.  
Witness my hand and seal of said city of Bloomington, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

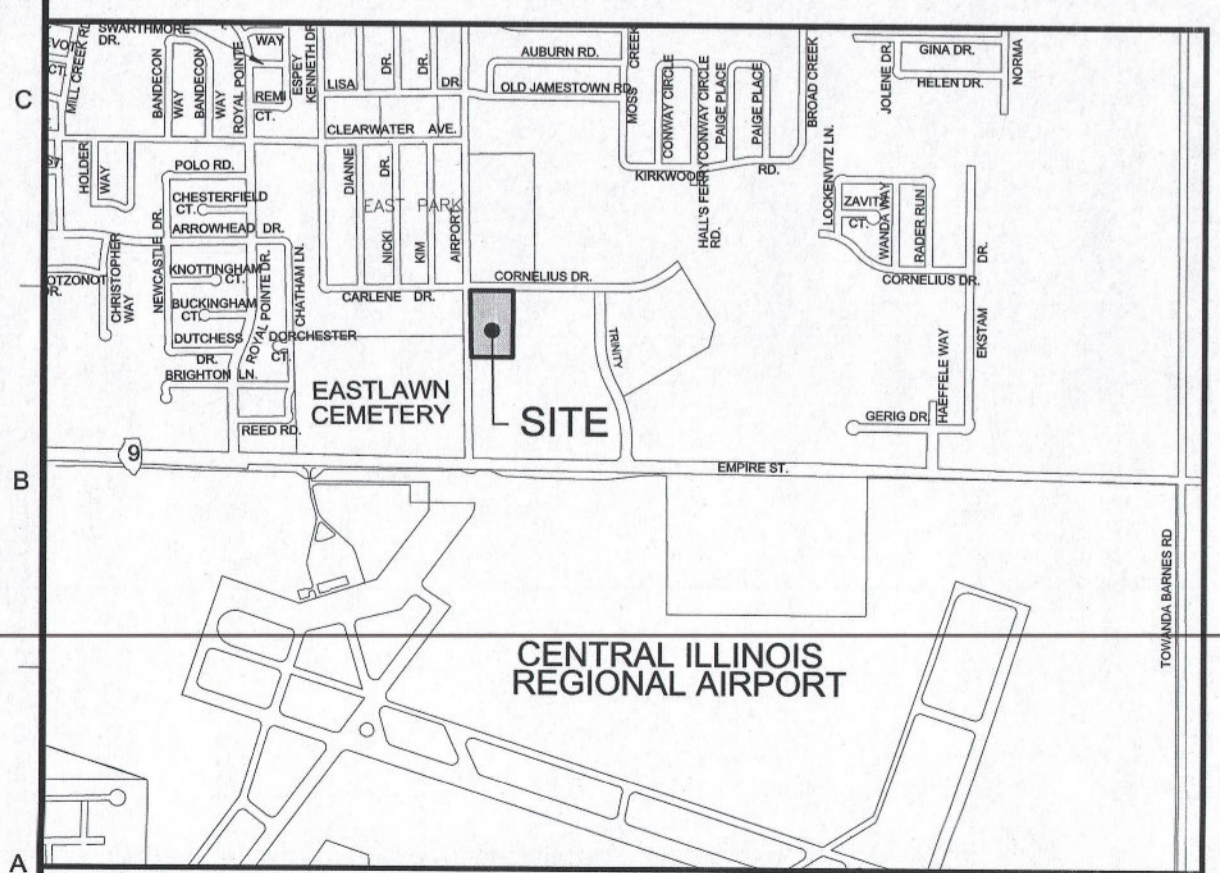
**CITY ENGINEER'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF McLEAN ) SS  
I, \_\_\_\_\_, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.  
Dated at Bloomington, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

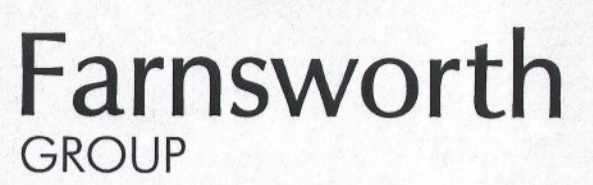
\_\_\_\_\_  
City Engineer  
Bloomington, Illinois

OWNER:  
F.O.B. Development, Inc.  
c/o John Denean  
1776 W. Winnemac Ave., #306  
Chicago, IL 60640

ATTORNEY:  
William C. Wetzel  
115 W. Jefferson  
Bloomington, IL 61701



**Location Map**  
Not to Scale



**Farnsworth GROUP**  
2709 McGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

www.f-w.com  
Engineers | Architects | Surveyors | Scientists

ISSUE:  
# DATE: DESCRIPTION:

PROJECT:  
**EMPIRE BUSINESS PARK NINTH ADDITION**

BLOOMINGTON, ILLINOIS

Date: 5-4-18

Design/Drawn: DJM

Reviewed:

Field Book No.:

Project No.: 0170769.00

SHEET TITLE:  
**FINAL PLAT**

SHEET NUMBER:

**1**



DATE: May 11, 2018  
TO: Katie Simpson, City Planner  
FROM: Anthony J. Meizelis, P.E.  
RE: **Empire Business Park Subdivision, Ninth Addition**  
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: **Empire Business Park Subdivision, Ninth Addition**. The final plat will be considered for approval by the City Council at the May 29, 2018 meeting.

**A. The following Performance Guarantee is required:**

110% of all uncompleted public improvement construction costs for 8th Addition:

\$ 165,638.00

Total Bond Amount Required

\$ 165,638.00

***Bond/Guarantee must be in the form(s) and language provided by City Code.***

- Any bonds currently in effect for Empire Business Park should remain in effect.

**B: Tap-On Fees:**

The following tap-on fees are due per the July 14, 1998 Annexation Agreement with Armstrong Construction, Inc., Ron Rave and Daniel G. Deneen:

Area of 9<sup>th</sup> Addition Subdivision = **4.007 acres**

Area of 8<sup>th</sup> Addition Subdivision = **2.173 acres**

Remaining area with unpaid tap-on fees = **1.834 Acres**

Airport Road frontage = **237.77 Feet** (does not include Galena Road ROW)

- 1) G.E. Valley Sewer Extension: \$300.00/ac + 6% simple interest from 10/1995\*\* (Used CPI Interest)
- 2) Golden Eagle / Sapphire Sewer: \$325 /ac + 6% simple interest from 04/2005\*\* (Used CPI Interest)
- 3) G.E. Rd. Water Main Extension: \$15.00/lf of G.E. Rd.
- 4) Airport Rd. Water Main Extension: \$15.00/lf of Airport Rd. + 6% simple interest from 09/1976\*\*
- 5) Airport Rd. Pavement, MFT: \$80.00/lf of Airport Rd + 6% simple interest from 08/2005\*\*\*\* (Used CPI Interest)
- 6) Stormwater Detention Fee: Per the Preliminary Plan, parcels draining to Airport Road shall provide on-site detention. This parcel is adjacent to Airport road. No detention fee required as the site shall provide code compliant onsite detention.
- 7) Fee in lieu of Park Land: None, no lots zoned residential.

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

		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	G.E. Valley Sewer Extension	51101100-54120	\$550.20	\$346.68	\$896.88
2	Golden Eagle/Sapphire Sewer	51101100-54120	\$596.05	\$171.36	\$767.41
3	G.E. Rd. Water Main Extension	50100120-57320	\$0.00	\$0.00	\$0.00
4	Airport Rd. Water Main Extension	50100120-57320	\$1,937.83	\$4,844.56	\$6,782.39
5	Airport Rd. Pavement, MFT	40100100-57320	\$19,021.60	\$5,244.11	\$24,265.71
6	Stormwater Detention	53103100-57320	\$0.00	\$0.00	\$0.00
7	Fee in lieu of Park Land	24104100-57320	\$0.00	\$0.00	\$0.00
<b>TOTAL TAP-ON FEES DUE:</b>					<b>\$32,712.39</b>

**C: Guarantee Substandard Street Improvement:**

This subdivision is adjacent to Airport Road, a street improved with public funds. A tap-on fee for Airport Road is being paid per the Annexation Agreement. There are no other Substandard Street Improvement guarantees required.

cc: Jim Karch, Director of Public Works  
Kevin Kothe, City Engineer  
Chris Tomerlin  
Neil Finlen, Farnsworth Group  
file



## CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: May 29, 2018

**SPONSORING DEPARTMENT:** Information Services

**SUBJECT:** Consideration of: (1) an Ordinance Amending Ordinance 2018-23 for the FY2019 Budget for the Fiscal Year Ending April 30, 2019, in the amount of \$70,410 for FY 2019, to allow payment of monthly training and related services incurred from Kronos Workforce Management; and (2) authorization of a payment to Kronos Workforce Management for FY2018 invoices for monthly training and related services that were utilized in the amount of \$45,270, as requested by Information Services.

**RECOMMENDATION/MOTION:** The Ordinance Amending the FY 2019 Budget for monthly service in the amount of \$70,410 and the Payments due to Kronos Workforce Management for FY 2018 invoices for monthly services in the amount of \$45,270, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** On November 28, 2016, Council approved the City to enter into a 5 year agreement with Kronos for the city's Time and Attendance and Advanced Scheduling needs. In support of the project implementation, Kronos provides monthly services that vary according to the City's needs but include resources from their application consultant, training on-line meetings, and many other technical support functions. The original executed agreement approved by the Council was for \$894,537.07, and included these types of services.

The City budgeted for the annual maintenance fees but inadvertently did not include the monthly services in the FY 2018 or FY 2019 budget. There are currently four invoices due from services provided in FY 2018 in the amount of \$45,270 that can be paid using savings from FY 2018. The FY 2019 estimated monthly services cost of \$70,410 will need to come from a budget amendment to increase the FY 2019 budget to include this cost.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** If approved, the FY 2018 amount of \$45,270 will be paid from the Information Services-Capital Outlay Office & Computer Equipment account (10011610-72120). The FY 2018 Information Services budget has savings remaining to cover the cost. The budget amendment for FY 2019 will be paid out of the same account with an offset to Use of Fund Balance. General Fund budgets will be monitored closely during FY 2019, and if necessary,



adjustments made to accommodate this expense. Please see the attached Exhibit for the full account detail on the Budget Amendment. Stakeholders can locate the FY 2018 Information Services budget in the Budget Book titled “Adopted General Fund Budget” on page 167.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared by: Carla A. Murillo, Procurement Manager  
Chris Tomerlin, Budget Analyst

Reviewed by: Scott A. Sprouls, Director of Information Services

Financial & budgetary review by: Scott Rathbun, Interim Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- IS 1B – Ordinance Kronos
- IS 1C – Budget Amendment Exhibit Kronos
- IS 1D - Invoices Kronos

**ORDINANCE NO. 2018 – \_\_\_\_**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2019**

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed as detailed below;

Kronos monthly estimated service costs of \$70,410.

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2018-23

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

PASSED this 29<sup>th</sup> day of May 2018.

APPROVED this \_\_\_\_ day of May 2018.

**CITY OF BLOOMINGTON:**

**ATTEST:**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

**FY 2019 Budget Amendment-Exhibit**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>	<b>Comments</b>
10010010-40000	General	Use of Fund Balance	\$ (70,410.00)	
10011610-72120	General	Capital Outlay Office & Computer E	\$ 70,410.00	
<b>TOTAL TRANSFER OUT FROM GENERAL FUND:</b>			<b>\$ -</b>	
<b>Net Transaction:</b>			<b>\$ -</b>	



# INVOICE

REMIT CHECKS TO:  
PO BOX 743208  
ATLANTA, GA 30374-3208

ELECTRONIC TRANSFERS TO:  
Bank of America  
ABA 121000358  
Account 1499687277

Invoice Number: 11285162  
Page: 1 of 3  
Invoice Date: 21-FEB-18  
Due Date: 23-MAR-18

TAX ID 04-2640942

Bill To: 6138607  
Attn: Accounts Payable  
CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON, IL 61701

Ship To: 6138607  
CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON, IL 61701

Solution ID: 6138607

Contact:  
Email:  
Telephone Number:

**PAST DUE**

Sales Order Number:  
Contract Number:  
PSA Number: 182632  
Project Number: 29360  
Case Number:  
Purchase Order Number:

Payment Terms: Net 30 Days  
Currency: USD  
Sales Person: DeWitt, Jessica Lee  
Shipping Reference:  
Ship Via:  
Ship Date:

Invoice Notes:  
PROJECT #29360 - CITY OF BLOOMINGTON P  
Kronos Project Manager: Erin Krenzien n/a  
Customer Project Manager: Nicole Albertson 00000000  
Prof Service Invoice

## Service

Role/Resource	Date	Description	Item	Taxable	Quantity	UOM	Price
<b>Application Consultant</b>							
David Steiner	25-JAN-18	- PD Advanced configuration.	9990057-PRO	NO	1.00	Hour	180.00
	26-JAN-18	- Advanced configuration and PW SDW.	9990057-PRO	NO	3.00	Hour	540.00
	29-JAN-18	- Police Department bidding build.	9990057-PRO	NO	7.50	Hour	1,350.00
	30-JAN-18	- Bloomington PD SDW and PW SDW, PD Auction build.	9990057-PRO	NO	6.00	Hour	1,080.00
	31-JAN-18	- BPD bidding build.	9990057-PRO	NO	3.50	Hour	630.00
	01-FEB-18	- BPW configuration session.	9990057-PRO	NO	1.00	Hour	180.00
	02-FEB-18	- BPD advanced configuration and train the tester session.	9990057-PRO	NO	4.00	Hour	720.00



Invoice Number: 11285162  
Page: 2 of 3

Invoice Date: 21-FEB-18  
Due Date: 23-MAR-18

Role/Resource	Date	Description	Item	Taxable	Quantity	UOM	Price
<b>Application Consultant</b>							
David Steiner	05-FEB-18	- Assisting with FD configuration changes and configuration changes to PW assignment templates.	9990057-PRO	NO	2.00	Hour	360.00
	06-FEB-18	- Integration documentation prep.	9990057-PRO	NO	1.00	Hour	180.00
	08-FEB-18	- Elevations work code and auto assign build.	9990057-PRO	NO	2.00	Hour	360.00
	09-FEB-18	- Train the tester workshop for BPW.	9990057-PRO	NO	4.00	Hour	720.00
	14-FEB-18	- Public Works testing Issue fixes.	9990057-PRO	NO	0.50	Hour	90.00
	15-FEB-18	- PD Testing and build work.	9990057-PRO	NO	3.50	Hour	630.00
	15-FEB-18	- Public works testing call.	9990057-PRO	NO	2.00	Hour	360.00
	20-FEB-18	- Public works advanced configuration changes.	9990057-PRO	NO	1.00	Hour	180.00
	20-FEB-18	- TCM Advanced Configuration Issue fixes.	9990057-PRO	NO	0.75	Hour	135.00
Resource Subtotal					42.75	180.00	7,695.00
<b>Project Manager</b>							
Erin Krenzien	16-JAN-18	- Fire status meeting and weekly project management	9990057-PRO	NO	1.00	Hour	180.00
	17-JAN-18	- Internal project oversight	9990057-PRO	NO	1.50	Hour	270.00
	25-JAN-18	- PD Status meeting and project management	9990057-PRO	NO	1.00	Hour	180.00
	29-JAN-18	- PW Weekly status meeting and project management. Weekly project status meeting	9990057-PRO	NO	1.50	Hour	270.00
	30-JAN-18	- FD Weekly status meeting and project management.	9990057-PRO	NO	0.75	Hour	135.00
	01-FEB-18	- Weekly status meeting and project management.	9990057-PRO	NO	1.00	Hour	180.00
	05-FEB-18	- PW and Project	9990057-PRO	NO	1.50	Hour	270.00



Invoice Number: 11285162

Page: 3 of 3

Invoice Date: 21-FEB-18

Due Date: 23-MAR-18

Role/Resource	Date	Description	Item	Taxable	Quantity	UOM	Price
<b>Project Manager</b>							
		status meetings					
	06-FEB-18	- Fire status meeting and project management	9990057-PRO	NO	1.50	Hour	270.00
	08-FEB-18	- status meeting and project management	9990057-PRO	NO	1.00	Hour	180.00
	12-FEB-18	- PW Status meeting and Project status meeting	9990057-PRO	NO	2.00	Hour	360.00
	13-FEB-18	- Fire Weekly status meeting and project management	9990057-PRO	NO	1.00	Hour	180.00
	15-FEB-18	- PD Weekly status meeting and project management.	9990057-PRO	NO	1.00	Hour	180.00
	20-FEB-18	- PW and Fire Weekly Status meeting	9990057-PRO	NO	1.00	Hour	180.00
Resource Subtotal					15.75	180.00	2,835.00
<b>Solution Consultant</b>							
Gino Calderon	13-FEB-18	- Solution Build Related Items	9990057-PRO	NO	1.00	Hour	180.00
	14-FEB-18	- Solution Build Related Items	9990057-PRO	NO	1.00	Hour	180.00
	15-FEB-18	- Solution Build Related Items	9990057-PRO	NO	1.50	Hour	270.00
	16-FEB-18	- Solution Build Related Items	9990057-PRO	NO	1.50	Hour	270.00
	20-FEB-18	- Solution Build Related Items	9990057-PRO	NO	1.00	Hour	180.00
	21-FEB-18	- Solution Build Related Items	9990057-PRO	NO	1.00	Hour	180.00
Resource Subtotal					7.00	180.00	1,260.00
<b>Technology Consultant</b>							
Mark Pangersis	08-FEB-18	- KPC DB Refresh	9990079-PRO	NO	1.00	Hour	180.00
	12-FEB-18	- IVR validation	9990079-PRO	NO	0.50	Hour	90.00
Resource Subtotal					1.50	180.00	270.00
Subtotal					67.00	180.00	12,060.00

**INVOICE SUMMARY**

Description	Total Price
Subtotal:	12,060.00
Less Payment:	0.00
Shipping and Handling:	0.00
Tax:	0.00
Grand Total	12,060.00



# INVOICE

REMIT CHECKS TO:  
PO BOX 743208  
ATLANTA, GA 30374-3208

ELECTRONIC TRANSFERS TO:  
Bank of America  
ABA 121000358  
Account 1499687277

Invoice Number: 11299117  
Page: 1 of 4  
Invoice Date: 29- MAR- 18  
Due Date: 28- APR- 18

TAX ID 04- 2640942

Bill To: 6138607  
Attn: Accounts Payable  
CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON, IL 61701

Ship To: 6138607  
CITY OF BLOOMINGTON  
109 E OLIVE ST  
BLOOMINGTON, IL 61701

DS

Solution ID: 6138607

Contact:  
Email:  
Telephone Number:

Sales Order Number:  
Contract Number:  
PSA Number: 185123  
Project Number: 29360  
Case Number:  
Purchase Order Number:

Payment Terms: Net 30 Days  
Currency: USD  
Sales Person: DeWitt, Jessica Lee  
Shipping Reference:  
Ship Via:  
Ship Date:

Invoice Notes:  
PROJECT #29360 - CITY OF BLOOMINGTON P  
Kronos Project Manager: Erin Krenzien n/a  
Customer Project Manager: Angie Brown (309) 434- 2222  
Prof Service Invoice

## Service

Role/Resource	Date	Description	Taxable	Quantity	UOM	Price
<b>Application Consultant</b>						
David Steiner	22- FEB- 18	- Elevation dynamic issue build.	NO	2.00	Hour	360.00
	23- FEB- 18	- Public Works elevation dynamic issues.	NO	1.00	Hour	180.00
	23- FEB- 18	- Project planning call.	NO	0.50	Hour	90.00
	05- MAR- 18	- PD issue resolution.	NO	3.00	Hour	540.00
	06- MAR- 18	- PD Issue resolution.	NO	2.00	Hour	360.00
	07- MAR- 18	- PD Issue resolution.	NO	2.00	Hour	360.00
	07- MAR- 18	- Testing review call.	NO	2.00	Hour	360.00
	08- MAR- 18	- Testing call.	NO	2.00	Hour	360.00
	09- MAR- 18	- Issue resolution.	NO	3.50	Hour	630.00

Invoice Number: 11299117  
 Page: 2 of 4

Invoice Date: 29- MAR- 18  
 Due Date: 28- APR- 18

Role/Resource	Date	Description	Taxable	Quantity	UOM	Price
<b>Application Consultant</b>						
David Steiner	12- MAR- 18	- Resolving testing issues for BPD.	NO	1.50	Hour	270.00
	13- MAR- 18	- BPD Issue troubleshooting.	NO	2.00	Hour	360.00
	14- MAR- 18	- Police Department issue troubleshooting and building elevation dynamic issues for Public Works.	NO	4.00	Hour	720.00
	15- MAR- 18	- Resolving testing issues with PD and building PW elevation code dynamic issues.	NO	2.50	Hour	450.00
	15- MAR- 18	- Integration planning call.	NO	0.50	Hour	90.00
	28- MAR- 18	- PD testing call and issue resolution.	NO	4.00	Hour	720.00
Resource Subtotal				32.50	180.00	5,850.00
Erin Krenzien	05- MAR- 18	- PW Status meeting and project management	NO	0.75	Hour	135.00
	06- MAR- 18	- FD Weekly status meeting and project management	NO	1.50	Hour	270.00
	08- MAR- 18	- PD Weekly status meeting and project management	NO	0.75	Hour	135.00
	12- MAR- 18	- PW Status meeting and weekly project management	NO	1.00	Hour	180.00
	13- MAR- 18	- FD Status meeting and weekly project management	NO	1.00	Hour	180.00
	15- MAR- 18	- PD Status meeting and weekly project management	NO	1.00	Hour	180.00
	19- MAR- 18	- PW Weekly status meeting and project management.	NO	1.00	Hour	180.00
	20- MAR- 18	- FD Weekly status meeting and project management.	NO	1.00	Hour	180.00
	22- MAR- 18	- PD Weekly status meeting and project	NO	1.00	Hour	180.00



Invoice Number: 11299117  
Page: 3 of 4

Invoice Date: 29- MAR- 18  
Due Date: 28- APR- 18

Role/Resource	Date	Description	Taxable	Quantity	UOM	Price
<b>Application Consultant</b>						
		management.				
	26- MAR- 18	- PW weekly status meeting and project management; project status meeting	NO	1.50	Hour	270.00
	27- MAR- 18	- Fire Weekly status meeting and project management.	NO	1.00	Hour	180.00
Resource Subtotal				11.50	180.00	2,070.00
<b>Project Manager</b>						
Erin Krenzien	22- FEB- 18	- PD Status meeting and weekly project management	NO	1.00	Hour	180.00
	26- FEB- 18	- Weekly status meeting and project management	NO	1.25	Hour	225.00
	27- FEB- 18	- Weekly status meeting and project management	NO	1.25	Hour	225.00
	01- MAR- 18	- Weekly status meeting and project management	NO	1.25	Hour	225.00
Resource Subtotal				4.75	180.00	855.00
<b>Senior Integration Consultant</b>						
David Steiner	19- MAR- 18	- Integration build workbook documentation.	NO	1.00	Hour	180.00
Resource Subtotal				1.00	180.00	180.00
Matthew Fabian	15- MAR- 18	- integration planning session	NO	0.50	Hour	90.00
	16- MAR- 18	- Internal status meeting	NO	0.50	Hour	90.00
	28- MAR- 18	- Upload and setup TSG Interfaces, Start Setup of Schedule lookup table.	NO	6.00	Hour	1,080.00
Resource Subtotal				7.00	180.00	1,260.00
<b>Solution Consultant</b>						
David Steiner	19- MAR- 18	- PD Issue log troubleshooting.	NO	2.00	Hour	360.00
	20- MAR- 18	- Train the trainer Q&A with PD.	NO	3.00	Hour	540.00
	21- MAR- 18	- Police Department configuration and	NO	5.00	Hour	900.00



Invoice Number: 11299117  
 Page: 4 of 4  
 Invoice Date: 29- MAR- 18  
 Due Date: 28- APR- 18

Role/Resource	Date	Description	Taxable	Quantity	UOM	Price
<b>Solution Consultant</b>						
		testing.				
	22- MAR- 18	- Police department issue review session and issue resolution.	NO	3.00	Hour	540.00
	23- MAR- 18	- Police department issue resolution.	NO	2.00	Hour	360.00
Resource Subtotal				15.00	180.00	2,700.00
Giriñ Calderon	22- FEB- 18	- Solution Build Related Items	NO	1.50	Hour	270.00
	08- MAR- 18	- Solution Build Related Items	NO	1.50	Hour	270.00
	09- MAR- 18	- Solution Build Related Items	NO	1.50	Hour	270.00
	12- MAR- 18	- Solution Build Related Items	NO	1.00	Hour	180.00
	13- MAR- 18	- Solution Build Related Items	NO	1.50	Hour	270.00
	14- MAR- 18	- Solution Build Related Items	NO	1.50	Hour	270.00
	15- MAR- 18	- Solution Build Related Items	NO	1.50	Hour	270.00
	19- MAR- 18	- Solution Build Related Items	NO	1.00	Hour	180.00
	20- MAR- 18	- Solution Build Related Items	NO	2.00	Hour	360.00
	21- MAR- 18	- Solution Build Related Items	NO	2.00	Hour	360.00
	22- MAR- 18	- Solution Build Related Items	NO	2.00	Hour	360.00
	23- MAR- 18	- Solution Build Related Items	NO	2.00	Hour	360.00
Resource Subtotal				19.00	180.00	3,420.00
<b>Technology Consultant</b>						
Mark Pangersis	09- MAR- 18	- DEV Upgrade	NO	1.00	Hour	180.00
Resource Subtotal				1.00	180.00	180.00
Subtotal				91.75	180.00	16,515.00

**INVOICE SUMMARY**

Description	Total Price
Subtotal:	16,515.00
Less Payment:	0.00
Shipping and Handling:	0.00
Tax:	0.00
<b>Grand Total</b>	<b>16,515.00</b>



**INVOICE**

**REMIT CHECKS TO:**  
 PO BOX 743208  
 ATLANTA, GA 30374- 3208

**ELECTRONIC TRANSFERS TO:**  
 Bank of America  
 ABA 121000358  
 Account 1499687277

**Invoice Number:** 11308693  
**Page:** 1 of 2  
**Invoice Date:** 26- APR- 18  
**Due Date:** 26- MAY- 18

TAX ID 04- 2640942

**Bill To: 6138607**  
 Attn: Accounts Payable  
 CITY OF BLOOMINGTON  
 109 E OLIVE ST  
 BLOOMINGTON, IL 61701

**Ship To: 6138607**  
 CITY OF BLOOMINGTON  
 109 E OLIVE ST  
 BLOOMINGTON, IL 61701

**Solution ID:** 6138607

**Contact:**  
**Email:**  
**Telephone Number:**

**Sales Order Number:**  
**Contract Number:**  
**PSA Number:** 187545  
**Project Number:** 37212  
**Case Number:**  
**Purchase Order Number:**

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Sales Person:** DeWitt, Jessica Lee  
**Shipping Reference:**  
**Ship Via:**  
**Ship Date:**

**Invoice Notes:**  
 PROJECT #37212 - City of Bloomington,  
 Kronos Project Manager: Joseph Grano -  
 Customer Project Manager: Nicole Albertson 111- 434- 2216  
 Prof Service Invoice

**Service**

Role/Resource	Date	Description	Taxable	Quantity	UOM	Price
<b>Integration Consultant</b>						
Matthew Fabian	02- APR- 18	- employee import and meeting to go over issues with employee import source file	NO	2.00	Hour	360.00
	10- APR- 18	- TS work code meeting	NO	1.50	Hour	270.00
	11- APR- 18	- TS assessment continued	NO	1.50	Hour	270.00
	13- APR- 18	- Internal TS status Call	NO	0.50	Hour	90.00
<b>Resource Subtotal</b>				<b>5.50</b>	<b>180.00</b>	<b>990.00</b>
<b>Project Manager</b>						
Joseph Grano	05- APR- 18	- monitor and control of build report and integration between	NO	0.50	Hour	90.00



Invoice Number: 11308693
Page: 2 of 2

Invoice Date: 26- APR- 18
Due Date: 26- MAY- 18

Table with 7 columns: Role/Resource, Date, Description, Taxable, Quantity, UOM, Price. Includes rows for Project Manager, WFC and Telesstaff, and summary rows for Resource Subtotal and Subtotal.

INVOICE SUMMARY

Summary table with 2 columns: Description, Total Price. Rows include Subtotal, Less Payment, Shipping and Handling, Tax, and Grand Total.



**INVOICE**

**REMIT CHECKS TO:**  
 PO BOX 743208  
 ATLANTA, GA 30374-3208

**ELECTRONIC TRANSFERS TO:**  
 Bank of America  
 ABA 121000358  
 Account 1499687277

**Invoice Number:** 11309063  
**Page:** 1 of 4  
**Invoice Date:** 26- APR- 18  
**Due Date:** 26- MAY- 18

TAX ID 04- 2640942

**Bill To: 6138607**  
 Attn: Accounts Payable  
 CITY OF BLOOMINGTON  
 109 E OLIVE ST  
 BLOOMINGTON, IL 61701

**Ship To: 6138607**  
 CITY OF BLOOMINGTON  
 109 E OLIVE ST  
 BLOOMINGTON, IL 61701

JS

**Solution ID:** 6138607

**Contact:**  
**Email:**  
**Telephone Number:**

**Sales Order Number:**  
**Contract Number:**  
**PSA Number:** 187544  
**Project Number:** 29360  
**Case Number:**  
**Purchase Order Number:**

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Sales Person:** DeWitt, Jessica Lee  
**Shipping Reference:**  
**Ship Via:**  
**Ship Date:**

**Invoice Notes:**  
 PROJECT #29360 - CITY OF BLOOMINGTON P  
 Kronos Project Manager: Erin Krenzien n/a  
 Customer Project Manager: Angie Brown (309) 434- 2222  
 Prof Service Invoice

**Service**

Role/Resource	Date	Description	Taxable	Quantity	UOM	Price
<b>Application Consultant</b>						
David Steiner	30- MAR- 18	- WFC02 build and testing.	NO	1.00	Hour	180.00
				<b>Resource Subtotal</b>	1.00	180.00
Erin Krenzien	09- APR- 18	- PW Status meeting and project management, weekly project meeting	NO	2.00	Hour	360.00
	09- APR- 18	- PW and Weekly project status meetings	NO	1.00	Hour	180.00
	10- APR- 18	- FD Status meeting and project management. Integration assessment meeting	NO	2.50	Hour	450.00
	10- APR- 18	- FD Status meeting and weekly project	NO	1.00	Hour	180.00



Invoice Number: 11309063  
Page: 2 of 4

Invoice Date: 26- APR- 18  
Due Date: 26- MAY- 18

Role/Resource	Date	Description	Taxable	Quantity	UOM	Price
<b>Application Consultant</b>						
		management				
	11- APR- 18	- Integration assessment meeting	NO	1.50	Hour	270.00
	12- APR- 18	- PD Status meeting and project management	NO	1.00	Hour	180.00
	12- APR- 18	- PD Status meeting and weekly project management	NO	1.00	Hour	180.00
	13- APR- 18	- Project timeline discussion	NO	1.00	Hour	180.00
	17- APR- 18	- Fire weekly status meeting and project management	NO	1.50	Hour	270.00
	19- APR- 18	- Weekly status meeting and project management	NO	1.50	Hour	270.00
	23- APR- 18	- PW Weekly status meeting and weekly project meeting	NO	1.50	Hour	270.00
	24- APR- 18	- FD Weekly status meeting and follow- up	NO	1.00	Hour	180.00
Resource Subtotal				16.50	180.00	2,970.00
<b>Senior Integration Consultant</b>						
David Steiner	02- APR- 18	- Public Works advanced configuration.	NO	3.00	Hour	540.00
	03- APR- 18	- PD Q&A with Dan Donath.	NO	2.00	Hour	360.00
	04- APR- 18	- Public Works advanced configuration.	NO	4.00	Hour	720.00
	05- APR- 18	- Public works advanced configuration.	NO	3.50	Hour	630.00
	06- APR- 18	- Troubleshooting WFC02 export.	NO	1.00	Hour	180.00
	12- APR- 18	- Interface testing with Cloud Build Manager.	NO	1.00	Hour	180.00
	13- APR- 18	- Interface testing with Cloud Build Manager.	NO	1.00	Hour	180.00
Resource Subtotal				15.50	180.00	2,790.00
Matthew Fabian	29- MAR- 18	- TS schedule Import	NO	3.50	Hour	630.00

Invoice Number: 11309063

Page: 3 of 4

Invoice Date: 26- APR- 18

Due Date: 26- MAY- 18

Role/Resource	Date	Description	Taxable	Quantity	UOM	Price
<b>Senior Integration Consultant</b>						
		config, waiting on source file from TS				
	02- APR- 18	- working with David on file generation issue	NO	1.00	Hour	180.00
	03- APR- 18	- Dealing with issues with TS schedule import, looks like batch file were missing from my source zip file sent from Kyle.	NO	3.50	Hour	630.00
	05- APR- 18	- work with David on disappearing files	NO	0.50	Hour	90.00
	06- APR- 18	- Internal team status planning call	NO	0.50	Hour	90.00
	24- APR- 18	- work on Bloomington Interfaces	NO	2.50	Hour	450.00
	24- APR- 18	- TS meeting for both PW and PD elevations	NO	2.25	Hour	405.00
Resource Subtotal				13.75	180.00	2,475.00
<b>Solution Consultant</b>						
David Steiner	29- MAR- 18	- Bloomington PW testing QA session and prework.	NO	3.00	Hour	540.00
	09- APR- 18	- PD Overtime rule configuration.	NO	1.00	Hour	180.00
	10- APR- 18	- Integration assessment call.	NO	4.50	Hour	810.00
	11- APR- 18	- Integration assessment call.	NO	1.50	Hour	270.00
	12- APR- 18	- PD and PW Configuration.	NO	3.00	Hour	540.00
	13- APR- 18	- Fire department discussion and post work.	NO	4.00	Hour	720.00
	13- APR- 18	- Weekly project planning call.	NO	0.50	Hour	90.00
	16- APR- 18	- FD Advanced Configuration and bidding.	NO	4.00	Hour	720.00
	17- APR- 18	- FD bidding and AC build.	NO	2.00	Hour	360.00



Invoice Number: 11309063  
Page: 4 of 4

Invoice Date: 26- APR- 18  
Due Date: 26- MAY- 18

Role/Resource	Date	Description	Taxable	Quantity	UOM	Price
<b>Solution Consultant</b>						
David Steiner	17- APR- 18	- Public works testing.	NO	1.50	Hour	270.00
	20- APR- 18	- Bloomington FD bidding build and configuration discussion with FD.	NO	5.00	Hour	900.00
	23- APR- 18	- FD AC and bidding configuration.	NO	3.50	Hour	630.00
	24- APR- 18	- Public Works and PD testing.	NO	4.50	Hour	810.00
Resource Subtotal				38.00	180.00	6,840.00
<b>Technology Consultant</b>						
Mark Pangersis	02- APR- 18	- KPC PROD upgrade	NO	1.00	Hour	180.00
Resource Subtotal				1.00	180.00	180.00
Subtotal				85.75	180.00	15,435.00

**INVOICE SUMMARY**

Description	Total Price
	15,435.00
Subtotal:	0.00
Less Payment:	0.00
Shipping and Handling:	0.00
Tax:	
<b>Grand Total</b>	<b>15,435.00</b>





## CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: May 29, 2018

**SPONSORING DEPARTMENT:** Water Department

**SUBJECT:** Consideration of a Petition for the Lake Bloomington Lease Transfer of Lots 1 and 2 in Block 5 in Camp Kickapoo from Rayan, LLC to Watersun, LLC, as requested by the Water Department.

**RECOMMENDATION/MOTION:** The Lake Lease Transfer be approved, subject to the following contingencies: (1) the septic system conditions included in the McLean County Health Department's January 30, 2018 letter; (2) the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, (3) the new lease holder apply for an electrical permit and inspection through the Community Development Department, (4) the lease and refuse fees invoiced are not past due, (5) the transferee providing documentation of the sale of the house located on the property, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** The sewage disposal system letter from the McLean County Health Department was completed on January 30, 2018. This letter provides regulation requirements for surface discharging septic installations.

In addition, the evaluation report, dated January 22, 2018, from Rob Williamson indicates that the hot tub discharges to the ground surface. This may remain as is until the septic system is repaired or replaced.

The septic system was installed in 2006 and is now approximately twelve (12) years old. The McLean County Health Department considers the average life expectancy of a septic system to be 20-25 years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. Though useful life of a sewage disposal system can extend past the average life span noted by the McLean County Health Department, staff cannot accurately estimate the useful life remaining in the existing system. If the system were to fail, the resident would be responsible for the costs associated with repair of the system and there is a possibility, based on the size of the leased lot, the resident would not have any viable repair/replacement options. Currently, a City owned sanitary sewage collection system does not

exist at Lake Bloomington and therefore the City is not in a position to assist the resident in the event of sewage disposal system failure.

Staff has reviewed the lot and found that dock and seawall improvements have been constructed on the City owned reservoir and non-leased marginal land and that permits were issued. Further, it should be noted that City Code Chapter 23, Section 53, provides that permits shall not be transferable, and that all benefits which may be derived therefrom shall accrue only to the person to whom the permit is originally issued. Pursuant to Chapter 23, Section 53, staff recommends that the transfer be subject to the new leaseholder applying for permits for existing non-leased marginal land and reservoir improvements that are determined to be compliant with City rules and regulations within six (6) months of transfer. In addition, electricity has been installed on the non-leased marginal land and therefore the new leaseholder must apply for an electrical permit and inspection through the Community Development Department within six (6) months of transfer.

Staff recommends approval of the lease transfer subject to the following contingencies: (1) the septic system conditions included in the McLean County Health Department's April 6, 2018, letter; (2) the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, (3) the new lease holder apply for an electrical permit and inspection through the Community Development Department, (4) the lease and refuse fees invoiced are not past due, and (5) the transferee providing documentation of the sale of the house located on the property.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** McLean County Health Department

**FINANCIAL IMPACT:** Allowing this petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With the currently lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value this lease will generate about \$1,018.79 per year in lease income. This lake lease income will be posted to the Lake Maintenance-Lease Income account (5010014-57590). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 95.

**COMMUNITY DEVELOPMENT IMPACT:** UEQ-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

Link to Comprehensive Plan/Downtown Plan Goals: UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared by:

Joseph M. Darter, Property Manager

Reviewed by: Robert Yehl, P.E., Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Community Development review by: Bob Mahrt, Community Development Department

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

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- WTR 1B – Current Lease
- WTR 1C – Clerk Memo
- WTR 1D – Petition
- WTR 1E – MCHD Letter
- WTR 1F – Proposed Lake Lease Agreement
- WTR 1G – Location Map
- WTR 1H – Camp Kickapoo Unrecorded Plat Map
- WTR 1I – Structures on Marginal Land Map
- WTR 1J – Marginal Land/Reservoir Existing Structure Photographs

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 10th day of June, 2014 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Rayan LLC

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of, Gridley, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

- 1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lots 182 in Block 5 in Camp Rickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

PIN (22) 08 07 127 024

- 2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one that does not apply) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

- 3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~



2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of \_\_\_\_\_¢ (\$. \_\_\_\_\_) per \$100 EAV.~~

SELECT THE RENT TO BE PAID BY CORSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the



leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.



15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington  
City Hall  
109 E. Olive Street  
Bloomington, IL 61701

Lessee Name and Mailing Address

Rayan LLC  
24901 Cherokee Ct.  
~~116 Boulder Dr~~  
Gridley IL 61744  
Haddon, IL 61748

Lessee Billing Address

116 Boulder Dr  
Gridley IL 61744

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Its Mayor

Attest:

City Clerk

Travis Remy  
Gregory

Rayan LLC

## MEMO

TO: Bob Yehl, Water Dept.  
FROM: Ashley M. Lara, Legislative Assistant  
DATE: May 3, 2018  
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lots 1 & 2, Block 5, in Camp Kickapoo from the City of Bloomington to Watersun, LLC. Attached please find the Lake Lease Transfer documents.

The City will continue to receive an annual rent of \$1,018.79 for Lot 1 & 2 based on Lot 1 & 2's EAV of \$254,698 under the current lease rate of .40 cent per \$100 EAV, as well as receive \$128.28 annually for garbage collection. Lease revenue is posted into the Water Lake Maintenance Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 144. The PIN number for Lot 1 & 2 is (22) 08-07-127-024.

Please prepare a Council memorandum for the next available council meeting.

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.



**LAKE BLOOMINGTON LEASE TRANSFER PETITION**

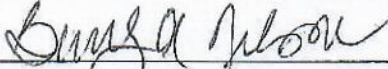
That the purchase price and rentals having been paid to the City of Bloomington for:

Lots 1 & 2 in Block 5 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois. PIN: (22) 08 07 127 024

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: **Rayan LLC**, an Illinois limited liability company (Sellers Name)

To: **Watersun, LLC**, an Illinois limited liability company (Buyers Name)



(Signatures of Seller by its manager, Rayan Management, Inc., whose president is Beverly A. Nelson)

\*\*\*\*\*

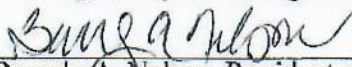
To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes **Watersun, LLC**, an Illinois limited liability company, and respectfully shows that it became the purchaser of all right, title and interest of **Rayan LLC**, an Illinois limited liability company, in and to the Lease made on June 10, 2014 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said seller, **Rayan LLC**, an Illinois limited liability company, has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted by:  
**Watersun, LLC**, an Illinois limited liability company,  
by its manager, **Rayan Management, Inc.**, an Illinois corporation

By:   
Beverly A. Nelson, President of Rayan Management, Inc.,  
which is manager of Watersun, LLC

\*\*\*\*\*

**WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOTS 1 & 2 IN BLOCK 5 OF CAMP KICKAPOO, OF LAKE BLOOMINGTON.**

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of **Rayan LLC** in and to the premises described as follows:

Lots 1 & 2 in Block 5 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois. PIN: (22) 08 07 127 024

and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
, Mayor





**OFFICE  
COPY**

McLean County Health Department  
200 West Front Street, Room 304  
Bloomington, IL 61701

January 30, 2018

Rayan LLC  
c/o Ms. Beverly Nelson  
116 Boulder Drive  
Gridley, IL 61744

Re: Septic Permit #06-12628  
Parcel #08-07-127-024  
Lot 190, Lake Bloomington – Kickapoo Subdivision

Dear Ms. Nelson:

On January 24, 2018, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on January 22, 2018 and the following deficiency was noted:

- The hot tub discharges to the ground surface. This may remain as is until the septic system is repaired or replaced or a nuisance condition is created

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at [www.health.mcleancountyil.gov](http://www.health.mcleancountyil.gov).
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. IDPH now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.
5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the Illinois Department of Public Health (IDPH) for systems constructed prior to February 10, 2014.

Rayan, LLC  
January 30, 2018  
Page 2

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply  
2000 South Bunn Street  
Bloomington, IL 61704  
Phone: (309) 828-8313

Tolan's Excavating  
2903 Gill Street  
Bloomington, IL 61704  
Phone: (309) 663-0191

Shoemaker Farm Drainage  
202 W. Pine Street  
LeRoy, IL 61752  
Phone: (309) 962-3108

Zeschke Septic Cleaning  
2408 Greyhound Road  
Bloomington, IL 61704  
Phone: (309) 808-2776

In summary, the septic system was installed in 2006 and is now approximately 12 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been used seasonally and is currently vacant and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at [www.health.mcleancountyil.gov](http://www.health.mcleancountyil.gov).

If you have any questions, please contact Mr. Jared Johnson of this department at (309) 888-5482.

Respectfully,



Thomas J. Anderson  
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC  
Mr. Rick Twait, City of Bloomington  
Watersun LLC c/o Ms. Beverly Nelson

TJA:AC:du

AC-0601-18-004



# EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: \_\_\_\_\_

Date Received: \_\_\_\_\_

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

***This evaluation is NOT FINAL until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.***

**1. Current Owner Information:**

Name: Rayan LLC c/o Beverly Nelson  
 Address: 116 Boulder Drive  
Gridley, IL 61744  
 Phone #: Day 309-310-7227 Home - -

**2. Requestor Information:**

Name: Watersun LLC c/o Beverly Nelson  
 Address: \_\_\_\_\_  
 Phone #: Day - - Home - -

**3. Property Information:**

Parcel Number (Tax ID): ( ) 08-07-127-024 Date Evaluation Performed: 01-22-18  
 Address of property evaluated: 24901 Cherokee Ct. Hudson Sub. & Lot: Lake Blm 190 Kickapoo  
 Permit available from Health Dept.: Yes  No  Permit #: 06-12628

**4. Interview Information:**

Person interviewed: Doug Nelson Original owner: Yes  No   
 Age of home (years): 12 Intended for seasonal use: Yes  No   
 Date last occupied: seasonal Number of occupants: \_\_\_\_\_  
 Has tank ever been pumped: Yes  No  If yes, how often: \_\_\_\_\_

**5. Interior Evaluation:**

Number of bedrooms: 5 Garbage disposal: Yes  No   
 Toilet tanks and other fixtures have evidence of leakage or overflow: Yes  No   
 Water softener discharges to: n/a Clothes washer discharges to: septic  
 Dishwasher discharges to: septic Hot tub discharges to: ground surface  
 Basement plumbing fixtures: Discharge locations:  
 a. all a. septic  
 b. \_\_\_\_\_ b. \_\_\_\_\_  
 c. \_\_\_\_\_ c. \_\_\_\_\_  
 d. \_\_\_\_\_ d. \_\_\_\_\_  
 Basement floor drains discharge to: septic Garage floor drains discharge to: n/a  
 Sump pit/pump discharges to: n/a Downspouts discharge to: tile



**6. Exterior Evaluation Points:**

**A. SEPTIC TANK(s) -- This Section N/A**

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A <input type="checkbox"/>	Yes	No	Tank Two: N/A <input type="checkbox"/>	Yes	No
Depth of soil to top of tank: 26 inches			Depth of soil to top of tank: 26 inches		
Tank has access within 12" of ground surface	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank has access within 12" of ground surface	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Size: 1500 gallons Type:			Size: 1000 gallons Type:		
Meets current code:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Meets current code:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank lids in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Inlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Outlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water standing in outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water standing in outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water level below outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water level below outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tank needs to be pumped:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tank needs to be pumped:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Outlet device/filter on tank:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outlet device/filter on tank:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		

**B. SEEPAGE FIELD -- This Section N/A**

Depth to top of field: \_\_\_\_\_ inches to \_\_\_\_\_ inches  
 Square feet of field: \_\_\_\_\_ square feet

Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage field area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence that water has ponded over seepage field or the soil is saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in trench : _____ inches		

**C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A**

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	<b>Yes</b>	<b>No</b>
	<input type="checkbox"/>	<input type="checkbox"/>

**D. SEEPAGE BED -- This Section N/A**

Depth to top of bed: \_\_\_\_\_ inches to \_\_\_\_\_ inches  
 Square feet of bed: \_\_\_\_\_ square feet

Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage bed area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence water has ponded over seepage bed or is soil saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in bed : _____ inches		



**E. SAND FILTER -- This Section N/A**

Minimum soil cover depth to top of sand filter: 24 inches

Square feet of sand filter: 1026 square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Meets current code sizing requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface over filter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lush vegetation on or near sand filter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evidence if water has ponded over sand filter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sand filter vented as required:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vent in good repair:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chlorinator with screw on cap present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chlorinator tube with corrosion resistant handle present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evidence of chlorination:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evidence of restricted flow in chlorinator:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sample port with screw on cap present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Where does the contact tank discharge to: <i>(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):</i> <u>rock trench</u>		

**F. PUMP OR LIFT STATION -- This Section N/A**

	Yes	No
Pump chamber an approved design:	<input type="checkbox"/>	<input type="checkbox"/>
Chamber volume 1.5 times the daily flow:	<input type="checkbox"/>	<input type="checkbox"/>
Is there a dual pump:	<input type="checkbox"/>	<input type="checkbox"/>
Alarm present:	<input type="checkbox"/>	<input type="checkbox"/>
Alarm location: _____		
Alarm properly working with audio and visual functions:	<input type="checkbox"/>	<input type="checkbox"/>

**G. AEROBIC UNIT -- This Section N/A**

Manufacturer: \_\_\_\_\_ Model number: \_\_\_\_\_  
 Size of unit: \_\_\_\_\_ gallons

	Yes	No
Pump running at time of inspection:	<input type="checkbox"/>	<input type="checkbox"/>
Current maintenance contract in place:	<input type="checkbox"/>	<input type="checkbox"/>
Who is maintenance contract with: _____		
Alarm present:	<input type="checkbox"/>	<input type="checkbox"/>
Alarm location: _____		
Alarm properly working with audio and visual functions:	<input type="checkbox"/>	<input type="checkbox"/>
Unit discharges to: Seepage field <input type="checkbox"/> Seepage bed <input type="checkbox"/> Sand filter <input type="checkbox"/> Other: _____		
If other, what method of chlorination is used: _____		
Chlorinator with screw on cap present:	<input type="checkbox"/>	<input type="checkbox"/>
Chlorinator tube with corrosion resistant handle present:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of chlorination:	<input type="checkbox"/>	<input type="checkbox"/>
Where does the contact tank discharge to: <i>(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):</i> _____		

**Include all distances as described below.**

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A <input type="checkbox"/>	*Geothermal unit to: N/A <input type="checkbox"/>	*Building to:
Septic tank: _____ feet	Septic tank: _____ feet	Septic tank: _____ feet
Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: _____ feet
Sand filter: _____ feet	Sand filter: _____ feet	Sand filter: _____ feet
Effluent tile: _____ feet	Effluent tile: _____ feet	Effluent tile: _____ feet
Effluent discharge: _____ feet	Effluent discharge: _____ feet	Effluent discharge: _____ feet
Geothermal unit: _____ feet	Aerobic unit: _____ feet	Geothermal unit: _____ feet
Aerobic unit: _____ feet		Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A <input type="checkbox"/>	
Septic tank: _____ feet	Septic tank: _____ feet	
Seepage system: _____ feet	Seepage system: _____ feet	
Sand filter: _____ feet	Sand filter: _____ feet	
Effluent tile: _____ feet	Effluent tile: _____ feet	
Effluent discharge: _____ feet	Effluent discharge: _____ feet	
Aerobic unit: _____ feet	Aerobic unit: _____ feet	



**Comments:**

**This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.**

*The septic tanks do not need to be pumped at this time but they should be checked regularly and pumped as needed in the future. The hot tub discharges to the ground surface, by code it should discharge to the sand filter. This septic system appears to be functioning at this time. The house is being used seasonal, if it were used full time the septic system could evaluate differently.*

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

*Rob Williamson*

\_\_\_\_\_  
Inspector's Name (print)

  
\_\_\_\_\_  
Signature

*01-22-18*

\_\_\_\_\_  
Date



## LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Bloomington, a municipal corporation, of McLean County, Illinois (hereinafter called the "City") and Watersun, LLC, an Illinois limited liability company (hereinafter called "Lessee")

### WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 1 & 2 in Block 5 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

PIN: (22) 08 07 127 024

2. TERM OF LEASE. The term of this Lease shall be for a term commencing on the date of this Lease and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.
3. RENT.

**LESSEE'S NOTICE:** This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~1)-----If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of~~



McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of \_\_\_\_\_¢ (\$.\_\_\_\_\_) per \$100 EAV.~~

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
  5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
  6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.



7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any



improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City	Lessee Name, Mailing, and Billing Address
City of Bloomington City Hall 109 E. Olive Street Bloomington, IL 61701	Watersun, LLC c/o Rayan Management, Inc. 116 Boulder Dr. Gridley, IL 61744 Attn: Beverly Nelson

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

WATERSUN, LLC

*an Illinois limited liability company*

By: \_\_\_\_\_

Its Mayor

By: Rayan Management, Inc.

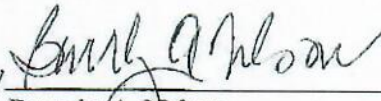
*an Illinois corporation*

Title: Manager

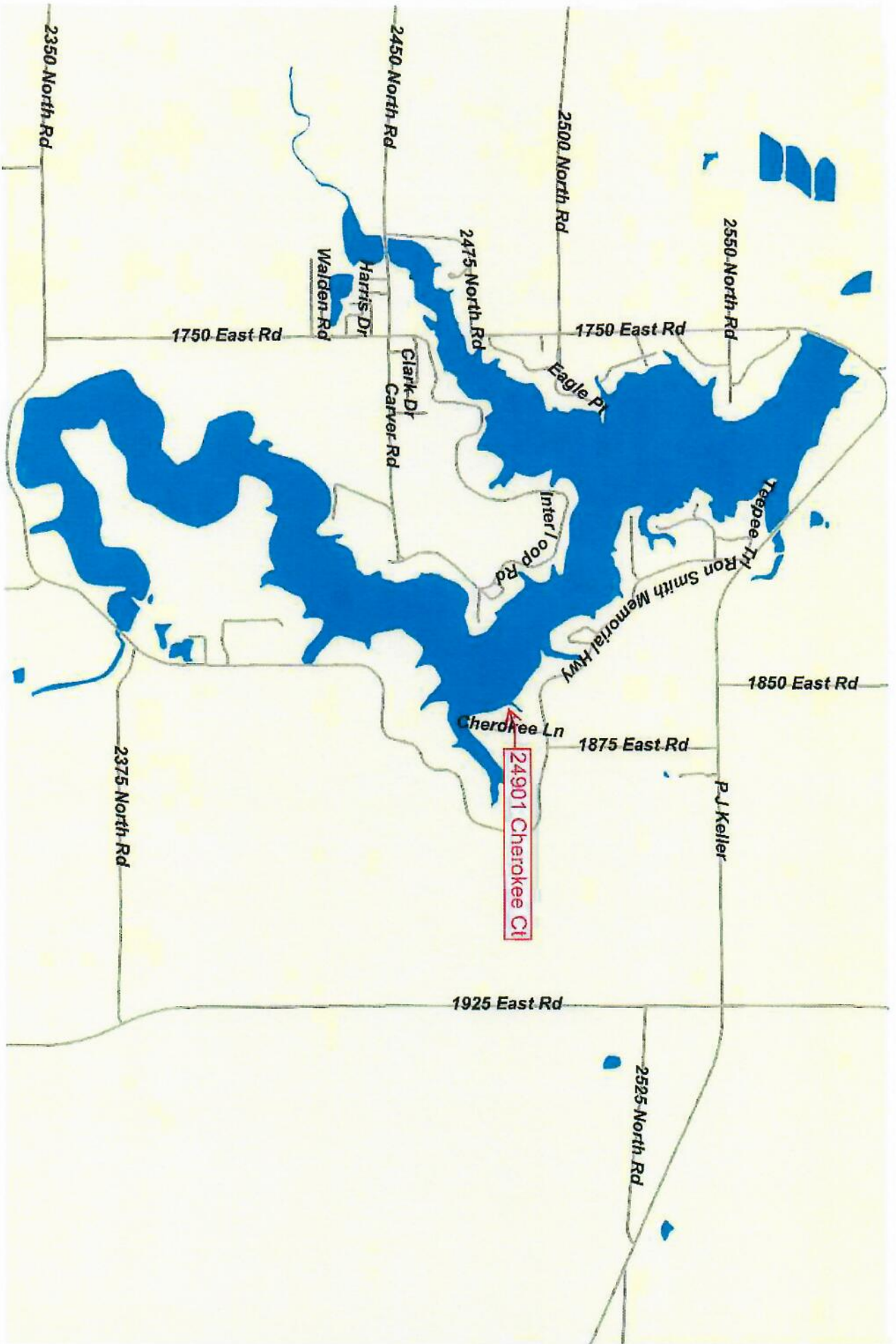
Attest:

\_\_\_\_\_  
City Clerk

By

  
Beverly A. Nelson

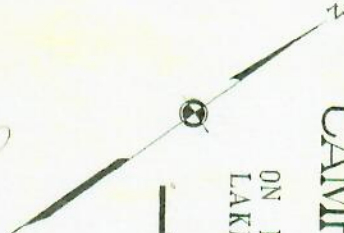
President of Rayan Management, Inc.





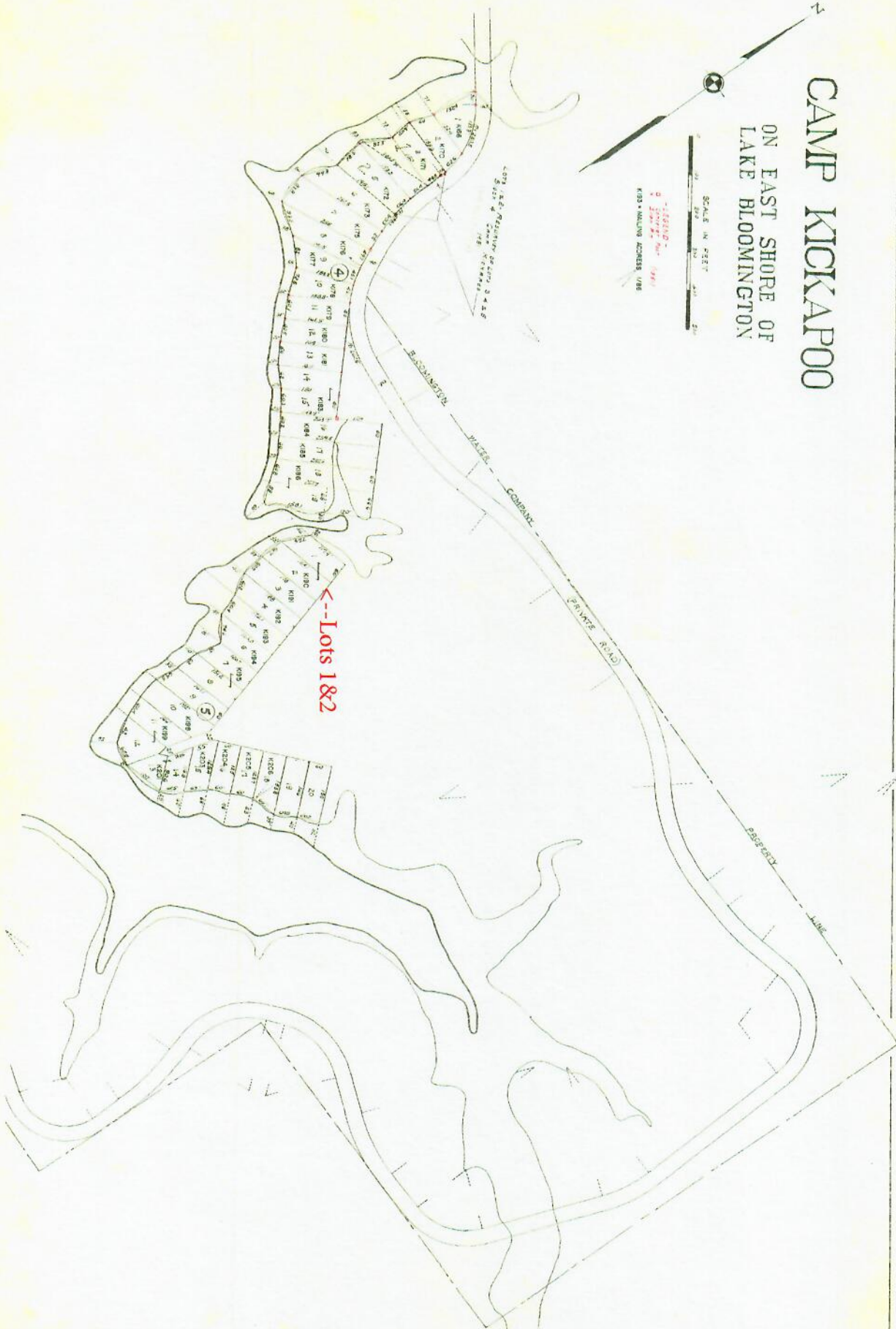
# CAMP KICKAPOO

ON EAST SHORE OF  
LAKE BLOOMINGTON



SCALE IN FEET  
0 20 40 60 80 100

1882-1883  
2. Survey No. 1881  
KICKAPOO TRACT, ILL.  
KICKAPOO TRACT, ILL.





# 24901 Cherokee Lane Marginal Land/Reservoir Structures Map

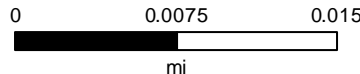


McGIS



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.

1 inch = 47 feet













## CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: May 29, 2018

**SPONSORING DEPARTMENT:** Water Department

**SUBJECT:** Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 4 in Block 5 in Camp Kickapoo from Hugh and Beverly Parker to David and Julia Turner, as requested by the Water Department.

**RECOMMENDATION/MOTION:** The Lake Lease Transfer be approved, subject to the following contingencies: (1) septic system risers or access ports be installed and that the rock trench be uncovered within six (6) months of transfer; (2) the shed located across Cherokee Lane, adjacent to Lot 4 in Block 5 in Camp Kickapoo either be removed by new lessee or that ownership of shed is transferred to the City of Bloomington for removal within six (6) months of transfer; (3) the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, (4) the lease and refuse fees invoiced are not past due, (5) the transferee providing documentation of the sale of the house located on the property, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** The sewage disposal system letter from the McLean County Health Department was completed on May 2, 2018. This letter provides regulation requirements for surface discharging septic installations.

In addition, the evaluation report, dated April 30, 2018, from Rob Williamson indicates that the septic tank is installed deeper than is allowed by code. The McLean County Health Department recommends risers or access ports be installed over the outlet of the tank to allow for evaluation and maintenance of tanks. The City of Bloomington Water Department is requiring, as contingent with the transfer of this lease, that risers or access ports be installed and that the rock trench be uncovered within six (6) months of lease transfer.

The septic system was installed in 1999 and is now approximately nineteen (19) years old. The McLean County Health Department considers the average life expectancy of a septic system to be 20-25 years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. Though useful life of a sewage disposal system can extend past the average life span noted by the McLean County Health Department, staff cannot accurately estimate the useful life remaining in the existing system. If the system were

to fail, the resident would be responsible for the costs associated with repair of the system and there is a possibility, based on the size of the leased lot, the resident would not have any viable repair/replacement options. Currently, a City owned sanitary sewage collection system does not exist at Lake Bloomington and therefore the City is not in a position to assist the resident in the event of sewage disposal system failure.

Staff has reviewed the lot and found that dock and seawall improvements have been constructed on the City owned reservoir and non-leased marginal land. Further, it should be noted that City Code Chapter 23, Section 53, provides that permits shall not be transferable, and that all benefits which may be derived therefrom shall accrue only to the person to whom the permit is originally issued. Pursuant to Chapter 23, Section 53, staff recommends that the transfer be subject to the new leaseholder applying for permits for existing non-leased marginal land and reservoir improvements that are determined to be compliant with City rules and regulations within six (6) months of transfer. Further, staff has determined that the shed located across Cherokee Lane, adjacent to Lot 4 in Block 5 in Camp Kickapoo, was constructed on non-leased marginal lands without a permit. Staff has been working with lease holders to remove non-permitted sheds located on non-leased marginal lands when they are brought to staff's attention. Therefore, staff is recommending that a condition of the lease transfer be included that requires the shed to be removed by new lessee or that ownership of shed is transferred to the City of Bloomington for removal within six (6) months of transfer.

Staff recommends that the Lake Lease Transfer be approved, subject to the following contingencies: (1) that the septic system risers or access ports be installed and that the rock trench be uncovered within six (6) months of transfer; (2) that the shed located across Cherokee Lane, adjacent to Lot 4 in Block 5 in Camp Kickapoo either be removed by new lessee or that ownership of shed is transferred to the City of Bloomington for removal within six (6) months of transfer; (3) that the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, (4) the lease and refuse fees invoiced are not past due, (5) the transferee providing documentation of the sale of the house located on the property, and that the Mayor and City Clerk be authorized to execute the necessary documents.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** McLean County Health Department

**FINANCIAL IMPACT:** Allowing this petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With the currently lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value this lease will generate about \$819.32 per year in lease income, as well as receive \$128.28 annually for garbage collection. This lake lease income will be posted to the Lake Maintenance-Lease Income account (5010014-57590). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 95.

**COMMUNITY DEVELOPMENT IMPACT:** UEQ-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

Link to Comprehensive Plan/Downtown Plan Goals: UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION**: N/A

Respectfully submitted for Council consideration.

Prepared by: Joseph M. Darter, Property Manager

Reviewed by: Robert Yehl, P.E. Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Community Development review by: Bob Mahrt, Community Development Department

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

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- WTR 1B – Current Lease
- WTR 1C – Clerk Memo
- WTR 1D – Petition
- WTR 1E – MCHD Letter
- WTR 1F – Proposed Lake Lease Agreement
- WTR 1G – Location Map
- WTR 1H – Camp Kickapoo Unrecorded Plat Map
- WTR 1I – Structures on Marginal Land Map
- WTR 1J – Marginal Land/Reservoir Existing Structure Photographs



**LAKE BLOOMINGTON LEASE**

THIS LEASE is entered into on the 17<sup>th</sup> day of NOVEMBER, 1997 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Hugh W. + Beverly J. Parker

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants); (as ~~tenants in common~~) (as ~~tenants by the entirety~~) of RR #2, Box 41, Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

**WITNESSETH**

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 4 in Block 5 in Camp KICKAPOO, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one that does not apply) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee



who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

~~2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.~~

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of \_\_\_\_\_ ¢ (\$.\_\_\_\_) per \$100 EAV.~~

SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.



6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.



12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. **EMINENT DOMAIN.** If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. **PRIOR LEASE TERMINATED.** If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. **NOTICE.** Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:



City

Lessee Name and Mailing Address

City of Bloomington  
City Hall  
109 E. Olive Street  
Bloomington, IL 61701

HUGH W. + BEVERLY J. PARKER  
R.R. # 2, Box 44  
K 172 Lake Bloomington  
HUDSON, IL 61748

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

[Signature]  
Its Mayor

Beverly J. Parker

Attest:

Hugh W. Parker

Daisy Couvart

\_\_\_\_\_

## MEMO

TO: Bob Yehl, Water Dept.  
FROM: Ashley M. Lara, Legislative Assistant  
DATE: May 10, 2018  
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 4, Block 5, in Camp Kickapoo from Hugh W. Parker and Beverly J. Parker to David Turner and Julia Turner. Attached please find the Lake Lease Transfer documents.

The City will continue to receive an annual rent of \$819.32 for Lot 4 based on Lot 4's EAV of \$204,832 under the current lease rate of .40 cent per \$100 EAV, as well as receive \$128.28 annually for garbage collection. Lease revenue is posted into the Water Lake Maintenance Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 144. The PIN number for Lot 4 is 08-07-127-004.

Please prepare a Council memorandum for the next available council meeting.

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.



LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:

Lot 4 Block 5 of Camp Kickapoo

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

X From: Hugh W. Parker and Beverly J. Parker (Sellers Name)  
To: David Turner and Julia Turner (Buyers Name)

X Hugh W. Parker  
Beverly J. Parker (Signatures of Seller)

\*\*\*\*\*

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes David Turner and Julia Turner (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of Hugh W. Parker and Beverly J. Parker (Seller) In and

to the Lease made on the (Date) \_\_\_\_\_ upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said Hugh W. Parker and Beverly J. Parker (Seller)

has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted,

David Turner  
Julia Turner  
(Signature of Buyer(s))

\*\*\*\*\*

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 4  
BLOCK 5 CAMP Kickapoo, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) Hugh W. Parker and Beverly J. Parker in and to the premises known as Lot 4 Block 5 in Camp Kickapoo, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Tari Renner, Mayor





McLean County Health Department  
200 West Front Street, Room 304  
Bloomington, IL 61701

May 2, 2018

Mr. Hugh Parker  
24877 Cherokee Lane  
Hudson, IL 61748

Re: Septic Permit #99-10492  
Parcel #08-07-127-004  
Lot 192, Lake Bloomington – Kickapoo Subdivision

Dear Mr. Parker:

On April 30, 2018, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on April 27, 2018 and the following deficiencies were noted:

- The septic tank is installed deeper than is allowed by current code. This department recommends risers or access ports be installed over the outlet of the tank to allow for evaluation and maintenance of the tanks.
- The rock trench is not exposed. The rock trench must be uncovered.

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at [www.health.mcleancountyil.gov](http://www.health.mcleancountyil.gov).
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.



Mr. Hugh Parker  
May 2, 2018  
Page 2

5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the IDPH for systems constructed prior to February 10, 2014.

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply  
2000 South Bunn Street  
Bloomington, IL 61704  
Phone: (309) 828-8313

Shoemaker Farm Drainage  
202 W. Pine Street  
LeRoy, IL 61752  
Phone: (309) 962-3108.

Tolan's Excavating  
2903 Gill Street  
Bloomington, IL 61704  
Phone: (309) 663-0191

Zeschke Septic Cleaning  
2408 Greyhound Road  
Bloomington, IL 61704  
Phone: (309) 808-2776

In summary, the septic system was installed in 1999 and is now approximately 19 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years.

For information on routine operation and maintenance of your septic system, please visit our website at [www.health.mcleancountyil.gov](http://www.health.mcleancountyil.gov).

Please contact Mr. Jared Johnson with this department at (309) 888-5482 within 10 days of the date of this letter, to discuss the options available to you to bring the property into compliance with code requirements.

Respectfully,



Thomas J. Anderson  
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC  
Mr. Rick Twait, City of Bloomington  
Mr. Dave Turner

TJA:AC:du

AC-0601-18-080



**EVALUATION REPORT FOR A MCLEAN COUNTY  
PRIVATE SEWAGE DISPOSAL SYSTEM**

For Office Use Only

Log #: \_\_\_\_\_

Date Received: \_\_\_\_\_

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

*This evaluation is **NOT FINAL** until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.*

**1. Current Owner Information:**

Name: Hugh Parker  
 Address: 24877 Cherokee Lane  
Hudson, IL 61748  
 Phone #: Day 309-825-8850 Home - -

**2. Requestor Information:**

Name: Dave Turner  
 Address: 2202 Hedgewood Drive  
Bloomington, IL 61704  
 Phone #: Day 309-825-1894 Home - -

**3. Property Information:**

Parcel Number (Tax ID): ( ) 08-07-127-004 Date Evaluation Performed: 04-27-18  
 Address of property evaluated: 24877 Cherokee Lane Hudson Sub. & Lot: Lake Blm K192  
 Permit available from Health Dept.: Yes  No  Permit #: 99-10492

**4. Interview Information:**

Person interviewed: Hugh Parker Original owner: Yes  No   
 Age of home (years): 18 Intended for seasonal use: Yes  No   
 Date last occupied: currently Number of occupants: 2  
 Has tank ever been pumped: Yes  No  If yes, how often: 3 yrs ago

**5. Interior Evaluation:**

Number of bedrooms: 3 Garbage disposal: Yes  No   
 Toilet tanks and other fixtures have evidence of leakage or overflow: Yes  No   
 Water softener discharges to: na Clothes washer discharges to: septic  
 Dishwasher discharges to: septic Hot tub discharges to: na  
 Basement plumbing fixtures: Discharge locations:  
 a. ejector pit a. septic  
 b. \_\_\_\_\_ b. \_\_\_\_\_  
 c. \_\_\_\_\_ c. \_\_\_\_\_  
 d. \_\_\_\_\_ d. \_\_\_\_\_  
 Basement floor drains discharge to: septic Garage floor drains discharge to: na  
 Sump pit/pump discharges to: na Downspouts discharge to: ground surface



**6. Exterior Evaluation Points:**

**A. SEPTIC TANK(s) -- This Section N/A**

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

<b>Tank One: N/A <input type="checkbox"/></b>	<b>Yes</b>	<b>No</b>	<b>Tank Two: N/A <input checked="" type="checkbox"/></b>	<b>Yes</b>	<b>No</b>
Depth of soil to top of tank: 23 inches			Depth of soil to top of tank: _____ inches		
Tank has access within 12" of ground surface	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tank has access within 12" of ground surface	<input type="checkbox"/>	<input type="checkbox"/>
Size: 2000 gallons Type:			Size: _____ gallons Type:		
Meets current code:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Meets current code:	<input type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank lids in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Inlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Water standing in outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water standing in outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Water level below outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water level below outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Tank needs to be pumped:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tank needs to be pumped:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet device/filter on tank:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outlet device/filter on tank:	<input type="checkbox"/>	<input type="checkbox"/>
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		

**B. SEEPAGE FIELD -- This Section N/A**

Depth to top of field: \_\_\_\_\_ inches to \_\_\_\_\_ inches

Square feet of field: \_\_\_\_\_ square feet

	<b>Yes</b>	<b>No</b>
Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage field area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence that water has ponded over seepage field or the soil is saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in trench : _____ inches		

**C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A**

	<b>Yes</b>	<b>No</b>
Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	<input type="checkbox"/>	<input type="checkbox"/>

**D. SEEPAGE BED -- This Section N/A**

Depth to top of bed: \_\_\_\_\_ inches to \_\_\_\_\_ inches

Square feet of bed: \_\_\_\_\_ square feet

	<b>Yes</b>	<b>No</b>
Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage bed area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence water has ponded over seepage bed or is soil saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in bed : _____ inches		



**E. SAND FILTER -- This Section N/A**

Minimum soil cover depth to top of sand filter: 33 inches

Square feet of sand filter: 875 square feet

Is water standing in the distribution pipes or in the rock that surrounds the pipe:

Meets current code sizing requirements:

Seepage standing on ground surface over filter:

Lush vegetation on or near sand filter:

Evidence if water has ponded over sand filter:

Sand filter vented as required:

Vent in good repair:

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Evidence of restricted flow in chlorinator:

Sample port with screw on cap present:

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Where does the contact tank discharge to: *(Be specific, examples would be, farm tile, ground surface on or off property, IDPH common collector, HEPA common collector, etc.):* rock trench

**F. PUMP OR LIFT STATION -- This Section N/A**

Pump chamber an approved design:

Chamber volume 1.5 times the daily flow:

Is there a dual pump:

Alarm present:

Alarm location:

Alarm properly working with audio and visual functions:

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

**G. AEROBIC UNIT -- This Section N/A**

Manufacturer: \_\_\_\_\_ Model number: \_\_\_\_\_

Size of unit: gallons

Pump running at time of inspection:

Current maintenance contract in place:

Who is maintenance contract with: \_\_\_\_\_

Alarm present:

Alarm location:

Alarm properly working with audio and visual functions:

Unit discharges to: Seepage field  Seepage bed  Sand filter  Other: \_\_\_\_\_

If other, what method of chlorination is used: \_\_\_\_\_

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Where does the contact tank discharge to: *(Be specific, examples would be, farm tile, ground surface on or off property, IDPH common collector, HEPA common collector, etc.):* \_\_\_\_\_

**Include all distances as described below.**

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A <input type="checkbox"/>	*Geothermal unit to: N/A <input type="checkbox"/>	*Building to:
Septic tank:     feet Seepage system:     feet Sand filter:     feet Effluent tile:     feet Effluent discharge:     feet Geothermal unit:     feet Aerobic unit:     feet	Septic tank:     feet Seepage system:     feet Sand filter:     feet Effluent tile:     feet Effluent discharge:     feet Aerobic unit:     feet	Septic tank:     feet Seepage system:     feet Sand filter:     feet Effluent tile:     feet Effluent discharge:     feet Geothermal unit:     feet Aerobic unit:     feet
*Water line to:	*Body of water to: N/A <input type="checkbox"/>	
Septic tank:     feet Seepage system:     feet Sand filter:     feet Effluent tile:     feet Effluent discharge:     feet Aerobic unit:     feet	Septic tank:     feet Seepage system:     feet Sand filter:     feet Effluent tile:     feet Effluent discharge:     feet Aerobic unit:     feet	



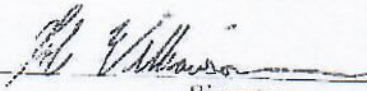
**Comments:**

**This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.**

*The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. Since the septic tank has over a foot of cover on it, I would recommend installing risers on the septic tank lids to make it easier to access the tank for maintenance. The rock trench is not exposed. I was able to find some gravel here and there. This septic system appears to be functioning at this time.*

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

Rob Williamson  
Inspector's Name (print)

  
Signature

04-30-18  
Date



LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the \_\_\_\_\_ day of

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and David Turner and Julia Turner

(if more than one Lessee, cross out 2 of the following that do not apply) ~~(as joint tenants)~~ ~~(as tenants in common)~~ (as tenants by the entirety) of , Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

- 1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 4 in Block 5 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

- 2. TERM OF LEASE. The term of this Lease shall be for a term commencing ~~(cross out the one that does not apply)~~ (on the date of this Lease) ~~(on January 1 following the date of this Lease)~~ and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

- 3. RENT.

**LESSEE'S NOTICE:** This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~f) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of~~



~~McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of \_\_\_\_\_¢ (\$.\_\_\_\_\_) per \$100 EAV.~~

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.



7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any



improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington  
City Hall  
109 E. Olive Street  
Bloomington, IL 61701

Lessee Name and Mailing Address

David and Julia Turner  
24877 Cherokee Ct.  
Hudson, IL 61748

Lessee Billing Address

David and Julia Turner  
24877 Cherokee Ct.  
Hudson, IL 61748

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

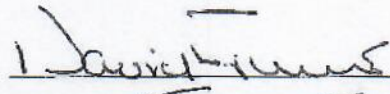
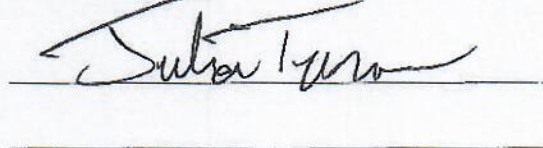
CITY OF BLOOMINGTON

By:

Its Mayor

Attest:

City Clerk

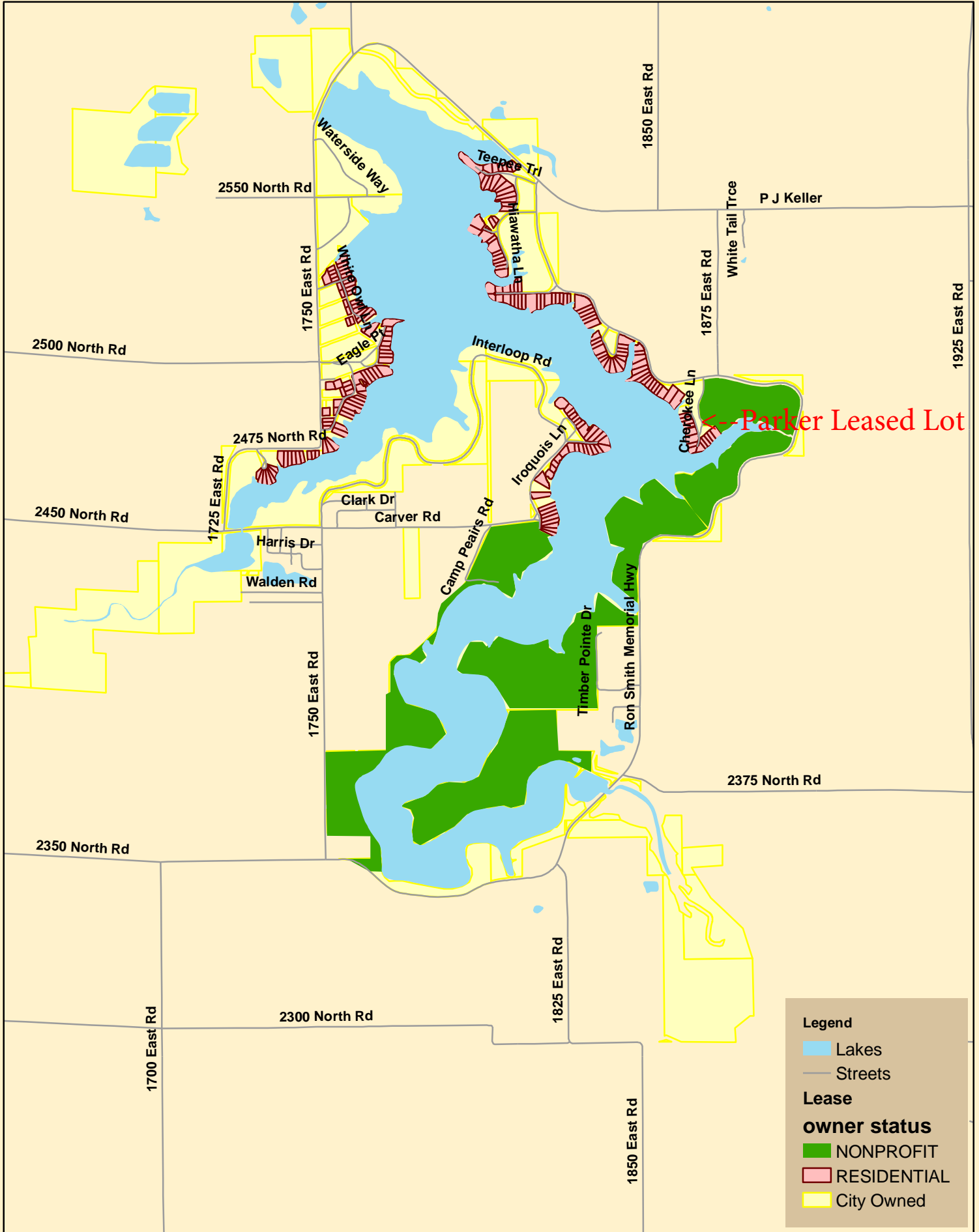
  




# Lake Bloomington Lease Map



DATE 06/01/2010  
Public Works Department



← Parker Leased Lot

**Legend**

- Lakes
- Streets

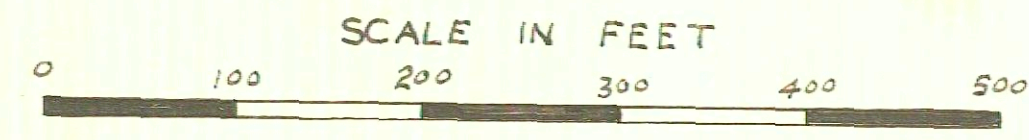
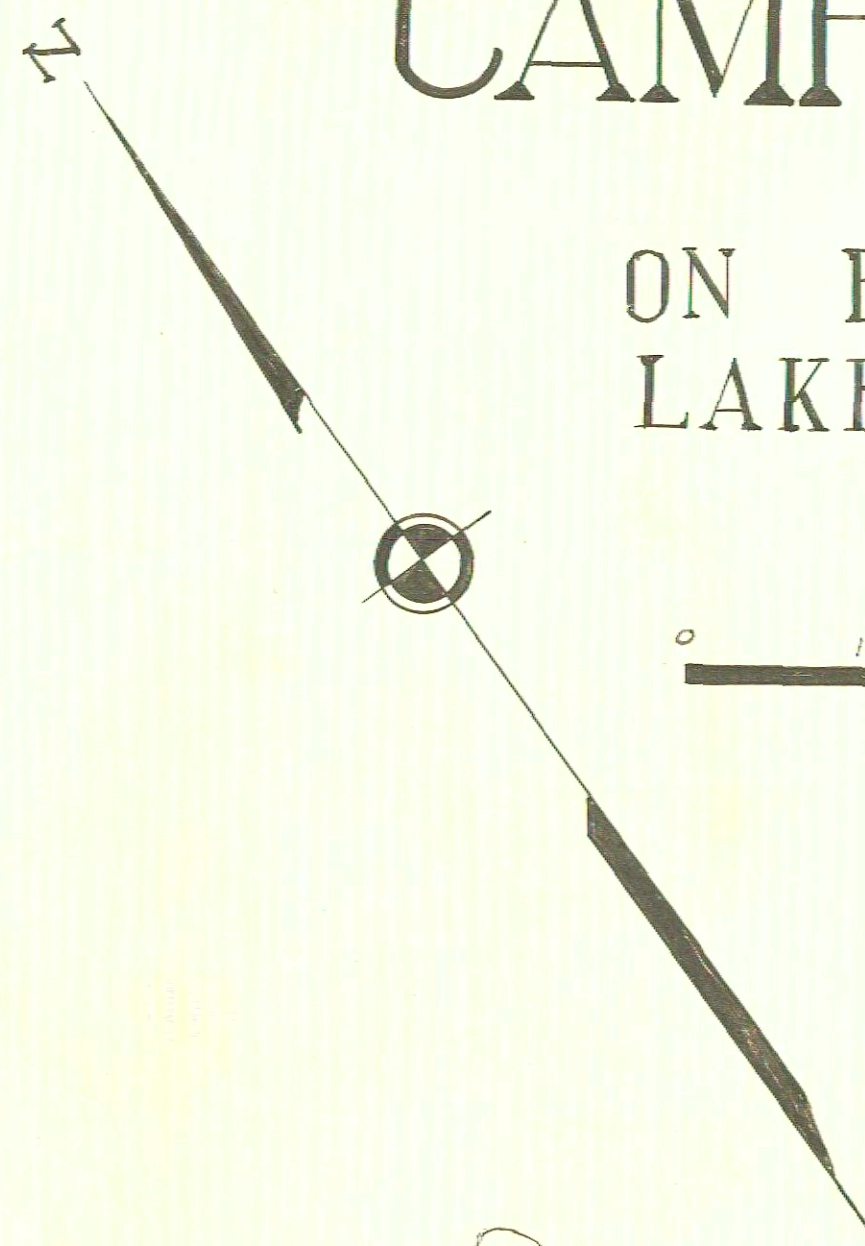
**Lease owner status**

- NONPROFIT
- RESIDENTIAL
- City Owned

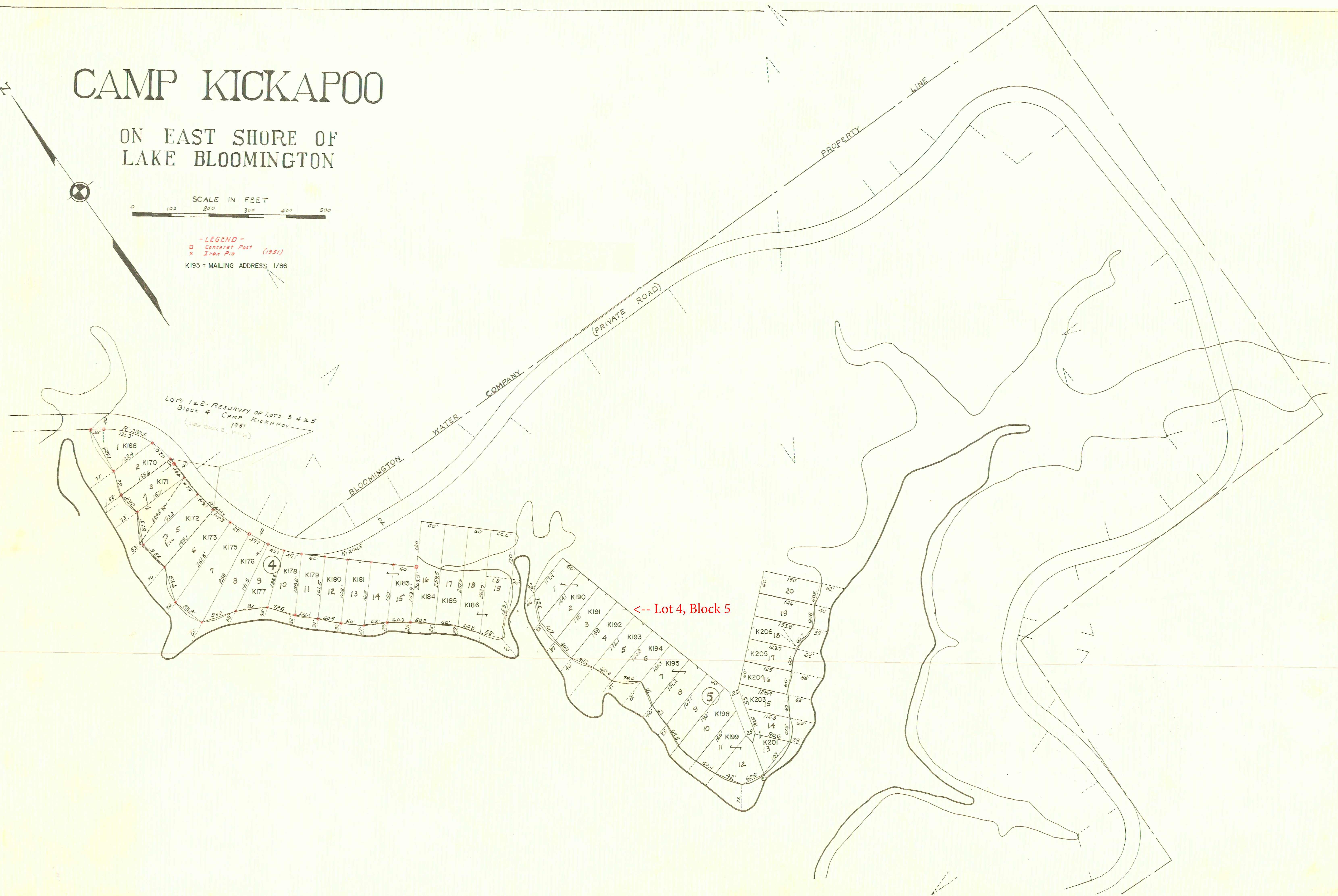


# CAMP KICKAPOO

ON EAST SHORE OF  
LAKE BLOOMINGTON



- LEGEND -  
□ Concrete Post (1951)  
x Iron Pin  
K193 = MAILING ADDRESS 1/86



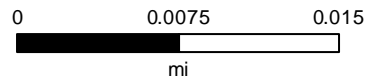


# 24877 Cherokee Lane Structure Map



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.

1 inch = 47 feet



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











# REGULAR AGENDA





## REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: May 29, 2018

**SPONSORING DEPARTMENT:** Police and Legal Departments

**SUBJECT:** Consideration of a Resolution approving the Rules of the Public Safety & Community Relations Board of the City of as well as the Board's brochure and posters, as requested by the Board in consultation with the Police Department and Legal Department.

**RECOMMENDATION/MOTION:** The Resolution approving the Rules of the Public Safety & Community Relations Board of the City of Bloomington, Illinois and the Public Safety & Community Relations Board brochure and posters be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 4. Strong Neighborhoods.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4a. Residents feeling safe in their homes and neighborhoods.

**BACKGROUND:** City Code Chapter 35 Article IV establishes a Public Safety & Community Relations Board ("PSCRB"). The PSCRB is established to:

- (a) Serve as a citizen advisory committee to the Chief of Police and the City Manager, providing different perspectives on police policy and training that improve police community interactions;
- (b) Educate the community on the avenues available to civilians to make formal and informal complaints, to assist the community and the police in clarifying and improving procedures related to complaints, and to assure that access to these policies and procedures are open and transparent;
- (c) Add a resident perspective to the evaluation of civilian complaints, including the timely, fair and objective review of complaints;
- (d) Identify perceived deficiencies in police-community interactions that when addressed may result in improved interactions and shared understanding; and
- (e) Provide fair treatment to and protect the rights of civilians and police officers.

Code Chapter 35 Article IV Section 78 requires that the PSCRB, in connection with the Legal Department and Police Department, develop a set of rules, procedures, and/or bylaws for the transaction of PSCRB Business. These rules, procedures, and/or bylaws are to be reviewed and approved by the City Council.

Code Chapter 35 Article IV Section 81 also requires the PSCRB to develop a brochure, poster, and complaint forms to be distributed to community as part of its community outreach program.

Since its creation, the PSCRB, in conjunction with the City Legal Department and Police Department, has been in the process of drafting, revising, and refining its proposed rules and procedures. The PSCRB has also diligently been working on designing multiple posters and brochures to be placed around the Bloomington community. As a result of these meetings, the PSCRB has developed proposed Board Rules, a proposed brochure to be available at various community locations, and a proposed poster to be displayed in the Bloomington Police Department lobby, which are attached to this memorandum. The PSCRB is seeking Council approval for the adoption of its Rules and the distribution of its brochures and poster.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared by: Gregory E. Moredock, Sorling Northrup

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- ADMIN 1A1 Resolution
- ADMIN 1B Board Rules
- ADMIN 1C Brochure



- ADMIN 1C Police Department Lobby Poster
- ADMIN 1D Community Poster
- ADMIN 1E Community Poster 2

**RESOLUTION NO. 2018 – \_\_\_**

**A RESOLUTION APPROVING THE RULES OF THE PUBLIC SAFETY & COMMUNITY RELATIONS BOARD AND APPROVING THE BOARD'S BROCHURES AND POSTERS**

**WHEREAS**, the City of Bloomington (“City”) is a home-rule municipality operating in McLean County, Illinois; and

**WHEREAS**, City Code Chapter 35 Article IV establishes a Public Safety & Communications Board (“PSCRB”); and

**WHEREAS**, Code Chapter 35 Article IV Section 78 requires that the PSCRB, in connection with the Legal Department and Police Department, develop a set of rules, procedures and/or bylaws for the transaction of PSCRB Business; and

**WHEREAS**, Code Chapter 35 Article IV Section 81 also requires the PSCRB to develop a brochure, poster, and complaint forms to be distributed to community as part of its community outreach program; and

**WHEREAS**, the PSCRB has met and developed Board Rules to govern itself and requests that this City Council approve its Rules; and

**WHEREAS**, the PSCRB has developed an informational brochure to be available at several facilities throughout the community; and

**WHEREAS**, the PSCRB has developed two posters to inform the public about its services; one to be displayed in the Police Department lobby and one to be placed at various community locations nearby the brochures; and

**WHEREAS**, City Code requires City Council approval of these items before they are finalized; and

**WHEREAS**, the City Council believes it to be in the best interest of the City to approve the Board Rules to allow for standard procedures to be followed by the PSCRB; and,

**WHEREAS**, the City Council believes it to be in the best interest of the City to approve the posters and brochures to be displayed throughout the community at locations deemed to be most appropriate by the PSCRB.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bloomington, County of McLean, State of Illinois that:

**SECTION 1:** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2:** The City Council hereby approves the Board Rules, posters, and brochure of the PSCRB, attached hereto as Group Exhibit A. The PSCRB shall conduct all business in accordance with its Board Rules and applicable ordinances. The PSCRB is hereby authorized to distribute the posters and brochures approved by this Resolution in its discretion.

**SECTION 3:** Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

**SECTION 4:** 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 5:** The City Clerk is hereby authorized to publish this direction in pamphlet form as provided by law.

**SECTION 6:** This Resolution shall be effective immediately after the date of its publication as required by law.

**SECTION 7:** This Resolution is passed and approved pursuant to the home rule authority granted in Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 29<sup>th</sup> day of May 2018.

APPROVED this \_\_\_ day of May 2018.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

**GROUP EXHIBIT A**  
**BOARD RULES, BROCHURE & POSTERS**



**RULES OF THE PUBLIC SAFETY & COMMUNITY RELATIONS BOARD  
OF THE CITY OF BLOOMINGTON, ILLINOIS**

WHEREAS, Chapter 35, Article IV, Section 5 of the Bloomington City Code directs the Public Safety & Community Relations Board (hereinafter “PSCRB” or “Board”) to develop Rules, subject to the approval of the Bloomington City Council (the “Council”), for the transaction of PSCRB business;

NOW, THEREFORE, BE IT RESOLVED BY THE PSCRB, that Rules of said Board are adopted, pending approval of the Council, as follows:

**CHAPTER I: ADMINISTRATION**

**Section 1: Source of Authority**

The PSCRB derives its power and authority from Chapter 35, Article IV of the Bloomington City Code (the “Code”).

**Section 2: Members of Board and Their Duties**

The Board shall consist of seven (7) members. Chapter 35, Article IV, Section 2. Members shall conduct themselves at all times in a manner that maintains public confidence in the fairness, impartiality, and integrity of the PSCRB.

All members of the Board shall be responsible for the preservation of all public records in their possession. All public records, reports, correspondence, or other data related to the business of the Board shall be the property of the City; and in the event any member ends their service to the Board for any reason whatsoever, said records shall be turned over to their successor. *See* Code Chapter 2, Section 34.

**(a) Confidentiality of Sensitive Information**

All members shall be required to maintain strict confidentiality of sensitive information. Code Chapter 35, Article IV, Section 76(e). “Sensitive information” includes any actual, identifying information of any particular complainant or officer involved in one or more of the Board’s reviews. *See* Rules Chapter II, Section 1(b).

**(b) Conflicts of Interest**

Members shall recuse themselves from consideration of any complaint(s) where they have—or appear to have—a personal, professional, or financial conflict of interest. Code Chapter 35, Article IV, Section 76(f). Recused members shall leave the meeting location during the discussion of said complaint(s), shall not vote with respect to said complaint(s), and shall otherwise comply with the rule concerning conflicts of interest.

### **(c) Member Removal**

(i) Grounds for removal include, but are not limited to: failure to maintain strict confidentiality of sensitive information, and failure to recuse when required due to conflict(s) of interest. Code Chapter 35, Article IV, Sections 76(e), & (f); *see also* Code Chapter 2, Section 80.

(ii) The procedure for removal (also referred to as “recall” or “termination”) is specified in Code Chapter 2, Section 80.

### **Section 3: Officers of Board and Their Duties**

The Board shall annually, on the first meeting in February, elect a Chair and Vice Chair. Board officers shall hold such offices during the ensuing year until their successors are duly elected and qualified. The Chair shall be the presiding officer at all meetings. In the Chair’s absence, the Vice Chair shall be the presiding officer. The Chair and Vice Chair shall each serve a term of one (1) year and shall be eligible for re-election; but no member shall serve as Chair or Vice Chair for more than two (2) consecutive years. Code Chapter 2, Section 31. Minutes shall be kept of all meetings of the Board in a permanent record book and the City Clerk shall be the custodian of all the forms, papers, books, and records of the Board.

### **Section 4: Meetings**

#### **(a) Regular Meetings**

Regular meetings shall be held on the second Wednesday of each month at 3:30 PM at the Bloomington Police Department, or other location designated by the Board and shall be open to the public, except as provided in the Open Meetings Act (5 ILCS 120/1 *et seq.*).

#### **(b) Special Meetings**

(i) Special meetings may be called by the filing of a notice in writing with the Chair or Vice Chair of the Board, signed by any three (3) members. This notice shall contain a brief statement of the business to be submitted for the consideration of the Board at such special meeting and shall set forth the time and place of such special meeting.

(ii) Special meetings may also be called by the Chair of the Board and he/she shall designate in a notice to be filed with the Vice Chair of the Board the time and place of the special meeting and the business to be considered at such special meeting.

#### **(c) Quarterly Meetings**

In addition to any other meetings that may be set by the PSCRB, the Board shall conduct quarterly meetings that provide the general public with an opportunity to voice concerns and to provide recommendations for improving interactions between the Police Department and the community at a location to be determined by the Board. Code Chapter 35, Article IV, Section 80(a).

#### **(d) Notices for All Meetings**

Notices for all meetings shall comply with the requirements of the Open Meetings Act. Notice of special meetings shall be given in writing at least forty-eight (48) hours in advance of the meeting.

#### **Section 5: Quorum**

Four (4) members of the Board shall constitute a quorum for the conduct of all business.

#### **Section 6: Order of Business**

The order of business at any meeting shall be: (1) Call to Order; (2) Roll Call of Attendance; (3) Public Comment; (4) Unfinished Business; (5) New Business; (6) Staff's Reports and Discussion; (7) Members' Discussion; and (8) Adjournment.

Public Comment shall proceed as outlined in Code Chapter 2, Section 85. However, nothing within this section shall limit the ability of the Board, by majority vote, to extend the period for public comment or to modify the format of public comment at any given meeting.

#### **Section 7: Parliamentary Rules**

The parliamentary procedure described in "Robert's Rules of Order" (revised) shall be followed as far as applicable.

#### **Section 8: Computation of Time**

The time within which any act under these Rules is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday or is a holiday as defined or fixed in any statute now or hereafter in force in this State, and then it shall also be excluded. If the day succeeding such Saturday, Sunday or holiday is also a holiday or a Saturday or Sunday then such succeeding day shall also be excluded.

#### **Section 9: Amendment of Rules**

Amendments to these Rules may be made at any meeting of the Board. However, any such amendments will not be effective until reviewed and approved by the Council. *See* Code Chapter 35, Article IV, Section 78.

### **CHAPTER II: REVIEW AND RECOMMENDATION PROCEDURES**

#### **Section 1: Requests for Review**

If a complainant is not satisfied with a determination of the Police Chief at the conclusion of an internal investigation, the complainant may make a request for review by the PSCRB within thirty (30) days from the date of receipt of the notice of the Police Department's findings. Code Chapter

35, Article IV, Section 79. Such requests for review shall be made in writing and shall be filed with the Police Department, the Legal Department, or the PSCRB itself at any meeting.

**(a) Intake**

Upon receipt of any request for review, the receiving entity (Police Department, Legal Department, or PSCRB) will forward said request to the Board's designated City staff member(s), who will assign the request a case number (ex: 2018-R-1). City staff will notify the complainant, subject officer(s), and the Police Chief or his designee of said case number. Further, City staff will maintain a registry of all requests for review received.

**(b) Review Materials**

After assigning a case number for each request, City staff will begin gathering any and all materials needed for the Board's review. The PSCRB shall have access to any documents either provided voluntarily by the complainant or that are otherwise subject to release under the Freedom of Information Act. Code Chapter 35, Article IV, Section 79.

To facilitate the Board's purposes, such as "identifying perceived deficiencies in police-community interactions" and "providing fair treatment to and protecting the rights of civilians and police officers," and in order to allow for open and honest discussion of the facts of each case, all such materials will be redacted so as not to identify the complainant or the subject officer(s). Code Chapter 35, Article IV, Section 74. For each assigned case number, the complainant will be listed and/or referred to as "Complainant;" and the subject officer(s) will be listed and/or referred to as "Officer A," "Officer B," etc. as appropriate.

Notwithstanding the above, if a Board Member believes he/she may have a conflict of interest based on the facts of a particular case, said Member shall inquire with City staff to confirm the presence or absence of a conflict.

**(c) Review Process**

The PSCRB's review is limited to whether proper protocols were followed during the Police Department's investigation of a particular complaint. Code Chapter 35, Article IV, Section 79. Nothing in the enacting ordinance entitles the PSCRB "to compel any testimony or conduct a formal re-investigation." *Id.* Given the specified scope of the Board's review, the process for such review shall be as follows:

- (i) At each Regular Meeting of the Board, Members will be provided all completed, compiled materials for any review case(s) received since the Board's last meeting.
- (ii) Board Members will individually review the compiled materials for each case before the next Regular Meeting. Members shall not have ex parte communications with any third party regarding any case(s) being reviewed.



(iii) Such individually reviewed cases will then be placed on the agenda for the Board's next Regular Meeting.

(iv) Unless the Board determines otherwise, such cases will be fully discussed and/or resolved at said meeting.

(v) Upon completion of each case review, the Board may choose to make—or not make—recommendations regarding policy changes to the Police Chief and/or the City Manager. Further, the Board may also defer its recommendation(s) until more cases can be considered with respect to particular policies.

**Section 2: Board Recommendations**

The PSCRB may recommend certain policy changes based on its review(s) to the Police Chief and/or the City Manager. Code Chapter 35, Article IV, Section 79. However, “no action of the PSCRB shall constitute or be considered as evidence of either wrongdoing or vindication in any action, including in any other criminal or civil court proceeding, or in any arbitration proceeding.” *Id.* Further, nothing in these Rules “shall constitute a bar to disciplinary action against a police officer, by the Police Chief, based on the Police Department’s own investigation of an officer’s conduct.” *Id.*

**(a) Case Recommendations**

Upon completion of each case review, the Board may choose to make—or not make—recommendations regarding policy changes to the Police Chief and/or the City Manager. Further, the Board may also defer its recommendation(s) until more cases can be considered with respect to particular policies. Board recommendations shall be made in writing and shall reference the specific case number(s) to which they pertain.

**(b) Community Outreach Recommendations**

In addition to the cases it reviews, the Board may make recommendations to the Police Chief and/or the City Manager based upon the Board’s community outreach efforts and its ongoing dialogue with City residents. *See* Code Chapter 35, Article IV, Section 81(a).

Submitted to the Council this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_, Chair

\_\_\_\_\_, Vice-Chair                      \_\_\_\_\_, Member

\_\_\_\_\_, Member                              \_\_\_\_\_, Member

\_\_\_\_\_, Member                              \_\_\_\_\_, Member

Approved by the Council this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## Community Outreach

The PSCRB may also make recommendations to the Police Chief and/or City Manager based on input it receives from community outreach efforts.

## Resources

- Police, dial 911 or non-emergency number 309-820-8888
- PATH, dial 211
- City of Bloomington Human Relations Board

### Integrity Statement

Harassment, retaliation, or retribution for filing a complaint or testifying on behalf of a complainant will not be tolerated.

If you believe that you are the subject of harassment, retaliation, or retribution as a result of the complaint process, please contact the Public Safety & Community Relations Board, the Department of Professional Standards within the Police Department or the City's Legal Department for appropriate investigation and follow-up.

To request a complaint review by the PSCRB, you may use the form below and:

- Drop off the completed form at any PSCRB meeting. A box will be placed near the entryway to the meeting room. To ensure a fair process and to maintain confidentiality, personal contact should not be made with PSCRB board members regarding the complaint review.
- Drop off or mail to the City Legal Department, 109 E. Olive St. Bloomington, IL.
- Drop off or mail to Bloomington Police Department., 305 S. East St., Bloomington , IL. 61701 *Attention: Office of Professional Standards*

*Requesters Name (printed)
Requesters Address:
*Phone Number:
BPD Complaint Tracking Number (if known):
*Today's Date:
*Signature:

*\* Required Elements*

## Public Safety Community Relations Board (PSCRB)



This brochure focuses on the review process for citizen complaints already filed with the police department.

If you are looking for information on how to file a new citizen complaint, please see this site: [www.cityblm.org/government/departments/police/citizen-complaints](http://www.cityblm.org/government/departments/police/citizen-complaints)

CITY OF  
*Bloomington*  
ILLINOIS

## What is the PSCRB?

It is a seven member board serving as a citizen advisory committee to the Chief of Police and City Manager regarding perspectives on:

- Police policy and training
- Educating the community on citizen complaints
- **Evaluations of citizen complaints**
- Identification of perceived deficiencies in police-community interactions
- Protecting the rights of police officers and citizens

## Public Meetings

- Meetings take place every second Wednesday at 3:30 p.m., at the Bloomington Police Department, 2nd floor, 305 S. East St. These meetings are open to the public.
- Quarterly meetings are also held where citizen concerns will be heard. Public input should also include recommendations on improving citizen-police interactions. Dates and locations to be determined.

## Complaint Review

- If a complainant is not satisfied with the final determination by the Chief of Police, the complainant may make a request for review by the PSCRB within 30 days from the receipt of the notice of BPD's findings.
- A request for a complaint review must be made in writing and filed with BPD, the City of Bloomington's Legal Department or provided to the PSCRB at their public meetings.
- Written requests should include the requester's name (printed and signed), phone number, BPD complaint tracking number (if available), date of receipt of the complaint findings and the date the written request was submitted.
- The PSCRB's review is limited to determining if BPD followed established protocols during their complaint investigation.
- Per local ordinance (Ch. 35, Art IV, Sec. 79), the PSCRB can not compel testimony or re-investigate the original complaint.

## PSCRB Findings

- Upon completion of their case review, the board may or may not choose to recommend policy changes to the Chief of Police or City Manager.
- The board may also defer its recommendations until such time that additional cases can be considered with respect to specific policies.
- Regardless of the PSCRB findings, no action of the PSCRB shall constitute or be considered as evidence of either wrongdoing or vindication in any action, including in any other criminal or civil court proceeding, or in any arbitration proceeding.
- Also, nothing in the ordinance shall constitute a bar to disciplinary action against a police officer by the Chief of Police, based on BPD's own investigation.

*Complaint Review Form on Back*

*Complaint Review Form on Back*

*Complaint Review Form on Back*



# How are we doing?

Our police department is committed to customer service. We strive to professionally serve every citizen with fair and impartial law enforcement while also respecting the dignity of all individuals.



If you feel you have received service that does not meet these expectations, we would be glad to

hear from you. A first step would be for you to speak with a supervisor about your issue to gain additional understanding about the situation.

If your concerns are not addressed, please feel free to file an official complaint. The policy of the Bloomington Police Department is to investigate complaints of misconduct on the part of any police officer or employee of the department. A complaint form can be obtained at our front desk or by visiting the following website:



[www.cityblm.org/government/departments/police/citizen-complaints](http://www.cityblm.org/government/departments/police/citizen-complaints)



If you have filed a citizen complaint and do not agree with the outcome, you may ask for the investigation to be reviewed by the Public Safety Community Review Board (PSCRB) by filling out the form included in the brochure found near this poster.

**Integrity Statement: Harassment, retaliation, or retribution for filing a complaint or testifying on behalf of a complainant will not be tolerated. If you believe that you are the subject of harassment, retaliation, or retribution as a result of the complaint process, please contact the Public Safety Community Relations Board, the Department of Professional Standards within the Police Department or the City's Legal Department for appropriate investigation and follow-up.**





# Public Safety Community Relations Board (PSCRIB)



## Who we are?

The Public Safety and Community Relations Board (PSCRIB) serves as a citizen advisory committee.

## What we do?

The PSCRIB educates the community on the avenues available to civilians to make a formal complaint against the Bloomington Police Department.

## Are you looking for information on how to file a formal a citizen complaint?

For more information, please visit:

[www.cityblm.org/government/departments/police/citizen-complaints](http://www.cityblm.org/government/departments/police/citizen-complaints)





**REGULAR AGENDA ITEM NO. 8B**

FOR COUNCIL: May 29, 2018

**SPONSORING DEPARTMENT:** Public Works

**SUBJECT:** Consideration of a Contract and Unit Prices with Corrective Asphalt Materials, LLC, as a limited source, in the amount up to \$310,000, for the FY 2019 Pavement Preservation program, as requested by the Public Works Department.

**RECOMMENDATION/MOTION:** The Contract and Unit Prices with Corrective Asphalt Materials, LLC for the FY 2019 Pavement Preservation Program, in the not-to-exceed \$310,000, be approved as a limited source, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** 2a. Better quality roads and sidewalks

**BACKGROUND:** The City's FY 2019 Pavement Preservation program was negotiated with Corrective Asphalt Materials, LLC.

The FY 2019 negotiated prices are as follows:

Rejuvenator – Reclamite	\$ 113,775.20
C85 Preservative Treatment	\$ 168,014.40
Street Sweeping and Cleaning – Before Treatment	\$ 5,000.00
Street Sweeping and Cleaning – Final Cleaning	\$ 7,000.00
Resident Notification	\$ 2,500.00
Off-site Dumping of Sweepings	<u>\$ 6,000.00</u>
Total	\$ 302,289.60

The Reclamite Preservation Seal materials are proprietary and Corrective Asphalt Materials, LLC is the sole source distributor / applicator for our region. Reclamite is an emulsion made up of specific petroleum oils and resins. It penetrates into the top layer of asphalt pavement and brings the Maltene and Asphaltene ratio back to a proper balance. The rejuvenating process keeps the pavement flexible, so both cracking and road fatigue are reduced. It also seals the pavement from air and water, slowing the oxidation process and reducing the loss of small aggregate. This type of treatment is designed to keep the good streets good. To get the maximum benefit from the Reclamite, streets are treated with Reclamite within a year after they are resurfaced and then again approximately five years after resurfacing.

Prior to widespread utilization of Reclamite, City staff researched pavement preservation products and performed field testing to compare Reclamite and a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that Reclamite is the recommended rejuvenator. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** The recommended funding level for the FY 2019 Pavement Preservation program with CAM Midwest, LLC is \$310,000. Funds are included in the FY 2019 Budget under Capital Improvement-Street Construction and Improvement account (40100100-72530). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement” on pages 62, 64, 183, 197, and page 208.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Assistant City Engineer

Reviewed by: Jim Karch, P.E., MPA, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- PW 3B Contract with CAM Midwest LLC
- PW 3C Pavement Preservation Treatment Location Maps
- PW 3D Schedule of Prices
- PW 3E Limited Source Justification Form
- PW 3F Presentation

## AGREEMENT

THIS AGREEMENT, made and entered into this **29<sup>th</sup> day of May, 2018**, by and between, **Corrective Asphalt Materials, LLC**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party and also hereafter referred to as "City".

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did negotiate a proposal for furnishing all labor and material for the construction of **FY 2019 Pavement Preservation** project for said City.

AND WHEREAS, Contractor, did on May 9<sup>th</sup>, 2018, submit a proposal to City for furnishing all of the labor and materials for the construction of said **FY 2019 Pavement Preservation** and said proposed is on file in the office of the City Engineer. A copy of the specifications, plans and profiles of said improvement for the **FY 2019 Pavement Preservation** project is hereby referred to and made a part hereof by reference and is attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon by Contractor that in consideration of the amounts to be paid by City, Contractor will furnish all labor, tools, machinery and materials for the construction of the **FY 2019 Pavement Preservation** project, in accordance with the said plans, profiles and specifications attached hereto as Group Exhibit A, and Contractor's proposal, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, and Contract Bond hereto attached, and the Plans for **FY 2019 Pavement Preservation** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$310,000.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work by **April 19, 2019**.

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

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

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

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

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



necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

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

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

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

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

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

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

(Seal)

ATTEST;

\_\_\_\_\_  
Cherry Lawson, City Clerk

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Steve Rasmussen, Interim City Manager

WITNESS:

CONTRACTOR (Seal)

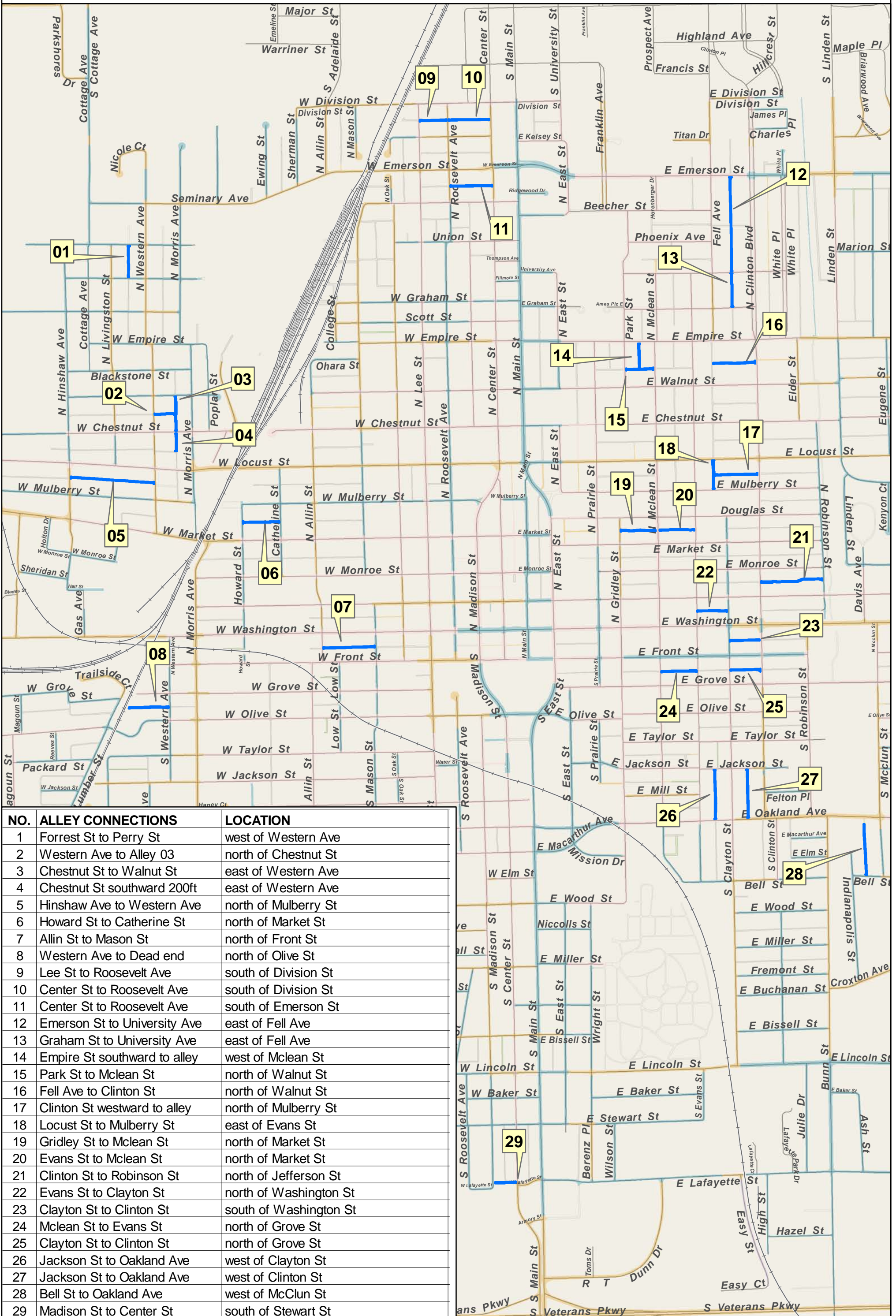
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**GROUP EXHIBIT A**

# C85 ALLEYS 2018 (FY2019)

## 13,710 SQ YDS

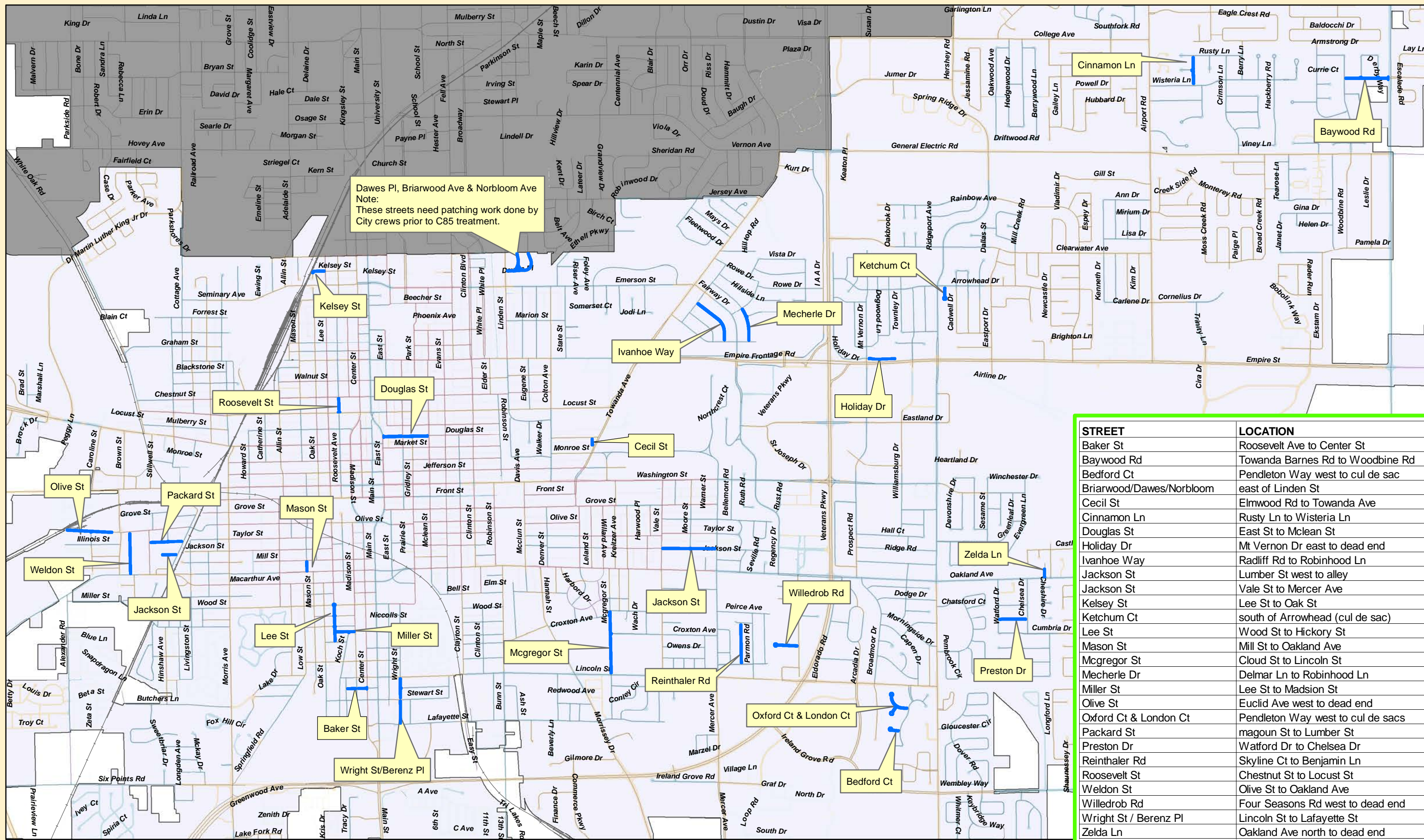
### READY FOR TREATMENT



NO.	ALLEY CONNECTIONS	LOCATION
1	Forrest St to Perry St	west of Western Ave
2	Western Ave to Alley 03	north of Chestnut St
3	Chestnut St to Walnut St	east of Western Ave
4	Chestnut St southward 200ft	east of Western Ave
5	Hinshaw Ave to Western Ave	north of Mulberry St
6	Howard St to Catherine St	north of Market St
7	Allin St to Mason St	north of Front St
8	Western Ave to Dead end	north of Olive St
9	Lee St to Roosevelt Ave	south of Division St
10	Center St to Roosevelt Ave	south of Division St
11	Center St to Roosevelt Ave	south of Emerson St
12	Emerson St to University Ave	east of Fell Ave
13	Graham St to University Ave	east of Fell Ave
14	Empire St southward to alley	west of Mclean St
15	Park St to Mclean St	north of Walnut St
16	Fell Ave to Clinton St	north of Walnut St
17	Clinton St westward to alley	north of Mulberry St
18	Locust St to Mulberry St	east of Evans St
19	Gridley St to Mclean St	north of Market St
20	Evans St to Mclean St	north of Market St
21	Clinton St to Robinson St	north of Jefferson St
22	Evans St to Clayton St	north of Washington St
23	Clayton St to Clinton St	south of Washington St
24	McLean St to Evans St	north of Grove St
25	Clayton St to Clinton St	north of Grove St
26	Jackson St to Oakland Ave	west of Clayton St
27	Jackson St to Oakland Ave	west of Clinton St
28	Bell St to Oakland Ave	west of McClun St
29	Madison St to Center St	south of Stewart St



**C85 STREETS 2018 (FY2019)  
65,170 SQ YDS  
READY FOR TREATMENT**



STREET	LOCATION
Baker St	Roosevelt Ave to Center St
Baywood Rd	Towanda Barnes Rd to Woodbine Rd
Bedford Ct	Pendleton Way west to cul de sac east of Linden St
Briarwood/Dawes/Norbloom	east of Linden St
Cecil St	Elmwood Rd to Towanda Ave
Cinnamon Ln	Rusty Ln to Wisteria Ln
Douglas St	East St to Mclean St
Holiday Dr	Mt Vernon Dr east to dead end
Ivanhoe Way	Radliff Rd to Robinhood Ln
Jackson St	Lumber St west to alley
Jackson St	Vale St to Mercer Ave
Kelsey St	Lee St to Oak St
Ketchum Ct	south of Arrowhead (cul de sac)
Lee St	Wood St to Hickory St
Mason St	Mill St to Oakland Ave
Mcgregor St	Cloud St to Lincoln St
Mecherle Dr	Delmar Ln to Robinhood Ln
Miller St	Lee St to Madsion St
Olive St	Euclid Ave west to dead end
Oxford Ct & London Ct	Pendleton Way west to cul de sacs
Packard St	magoun St to Lumber St
Preston Dr	Watford Dr to Chelsea Dr
Reinthaler Rd	Skyline Ct to Benjamin Ln
Roosevelt St	Chestnut St to Locust St
Weldon St	Olive St to Oakland Ave
Willdrob Rd	Four Seasons Rd west to dead end
Wright St / Berenz PI	Lincoln St to Lafayette St
Zelda Ln	Oakland Ave north to dead end



**RECLAMITE 2018 (FY 2019)**  
**96,195 SQ YDS**  
**READY FOR TREATMENT**

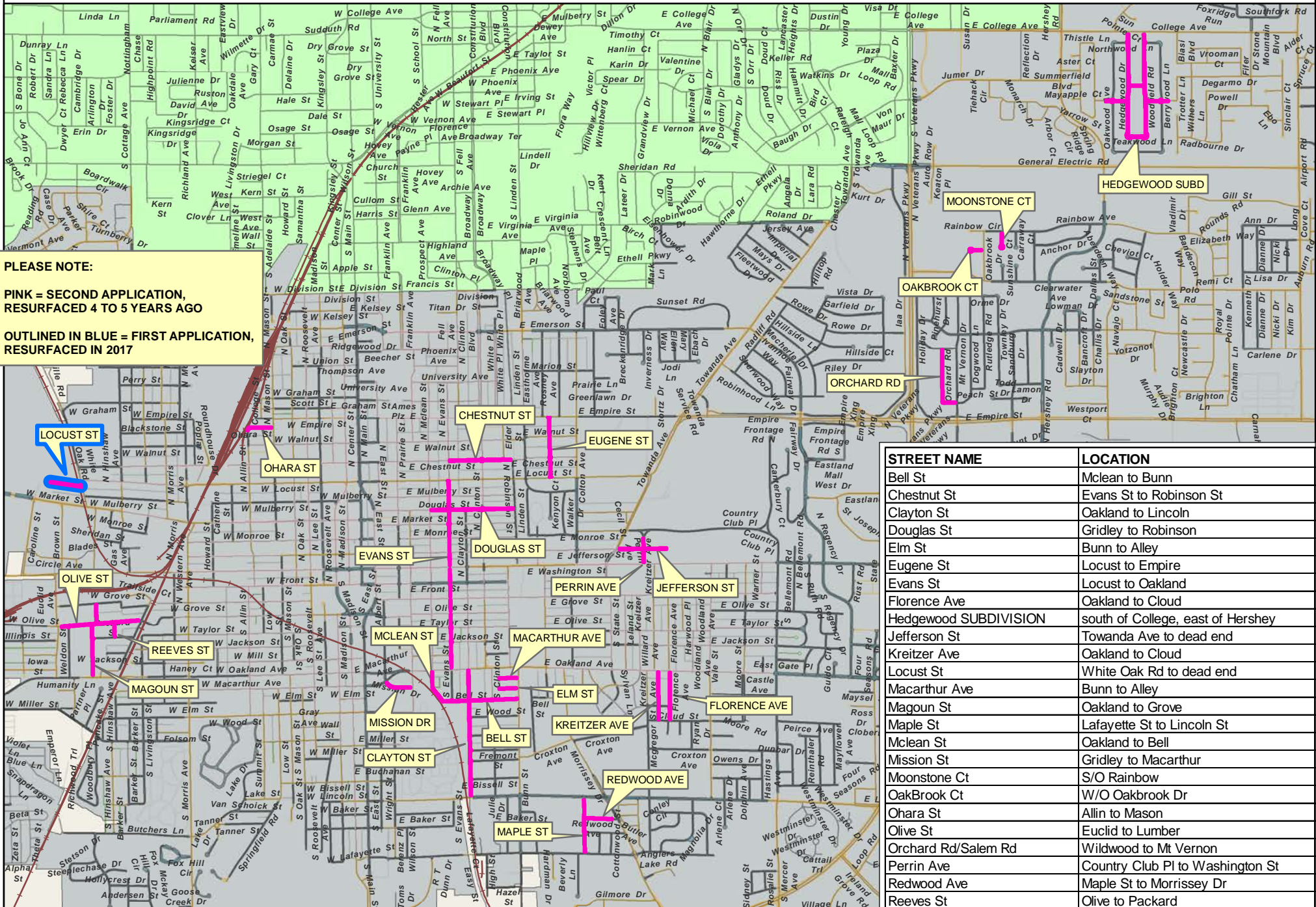


0 1,200 2,400



Feet

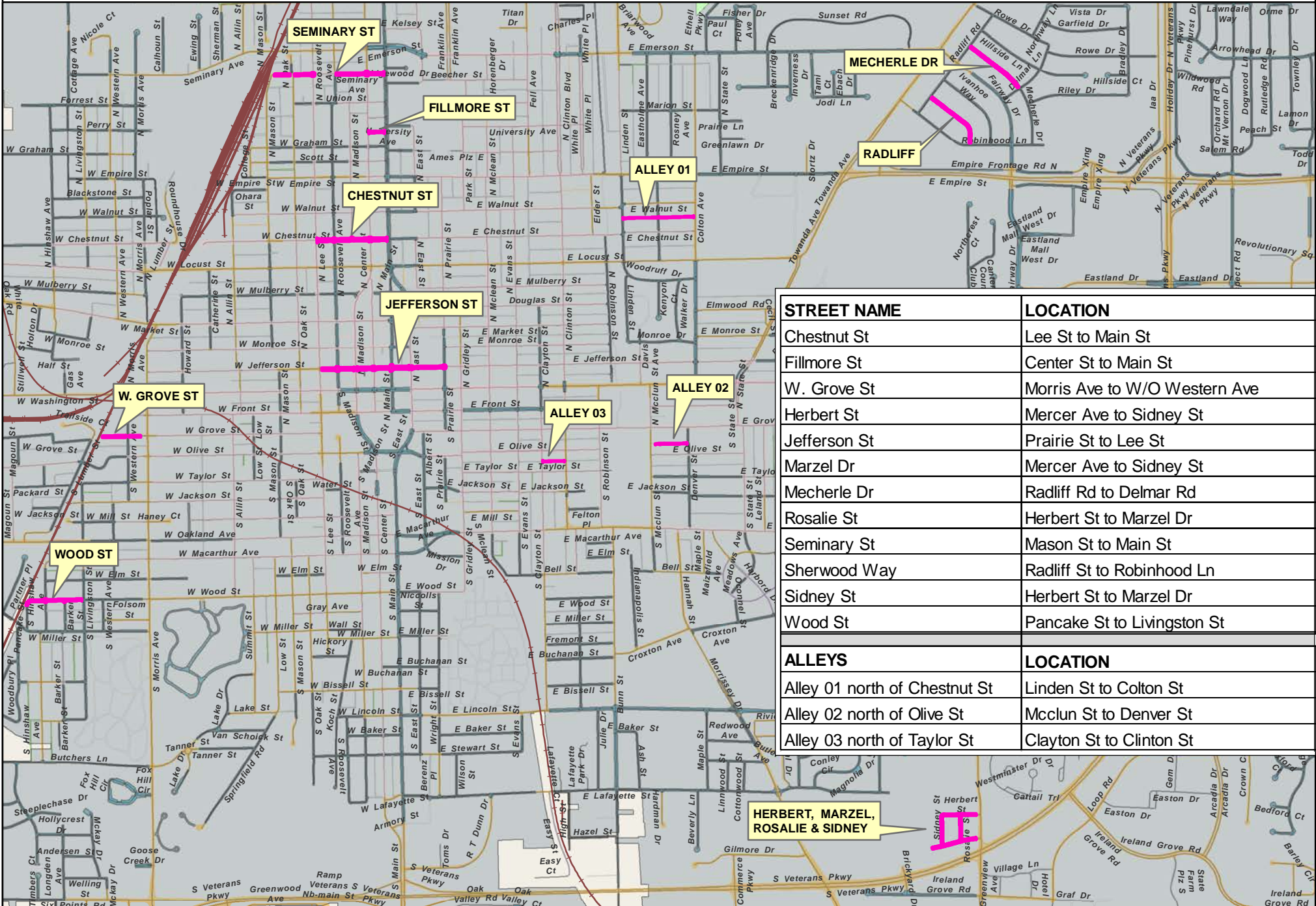
Date: 3/21/2018



**PLEASE NOTE:**  
**PINK = SECOND APPLICATION, RESURFACED 4 TO 5 YEARS AGO**  
**OUTLINED IN BLUE = FIRST APPLICATION, RESURFACED IN 2017**

STREET NAME	LOCATION
Bell St	Mclean to Bunn
Chestnut St	Evans St to Robinson St
Clayton St	Oakland to Lincoln
Douglas St	Gridley to Robinson
Elm St	Bunn to Alley
Eugene St	Locust to Empire
Evans St	Locust to Oakland
Florence Ave	Oakland to Cloud
Hedgewood SUBDIVISION	south of College, east of Hershey
Jefferson St	Towanda Ave to dead end
Kretzier Ave	Oakland to Cloud
Locust St	White Oak Rd to dead end
Macarthur Ave	Bunn to Alley
Magoun St	Oakland to Grove
Maple St	Lafayette St to Lincoln St
Mclean St	Oakland to Bell
Mission St	Gridley to Macarthur
Moonstone Ct	S/O Rainbow
OakBrook Ct	W/O Oakbrook Dr
Ohara St	Allin to Mason
Olive St	Euclid to Lumber
Orchard Rd/Salem Rd	Wildwood to Mt Vernon
Perrin Ave	Country Club Pl to Washington St
Redwood Ave	Maple St to Morrissey Dr
Reeves St	Olive to Packard





STREET NAME	LOCATION
Chestnut St	Lee St to Main St
Fillmore St	Center St to Main St
W. Grove St	Morris Ave to W/O Western Ave
Herbert St	Mercer Ave to Sidney St
Jefferson St	Prairie St to Lee St
Marzel Dr	Mercer Ave to Sidney St
Mecherle Dr	Radliff Rd to Delmar Rd
Rosalie St	Herbert St to Marzel Dr
Seminary St	Mason St to Main St
Sherwood Way	Radliff St to Robinhood Ln
Sidney St	Herbert St to Marzel Dr
Wood St	Pancake St to Livingston St
ALLEYS	LOCATION
Alley 01 north of Chestnut St	Linden St to Colton St
Alley 02 north of Olive St	Mcclun St to Denver St
Alley 03 north of Taylor St	Clayton St to Clinton St

# CITY OF BLOOMINGTON

FY 2019 PAVEMENT PRESERVATION  
CITY PROJECT # 50-01-53183-19-00

5/9/2018

## SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	UNITS	PLAN QTY	UNIT PRICE	AMOUNT
1	REJUVENATOR - RECLAMITE	SY	129,290	\$0.88	\$113,775.20
2	PRESERVATIVE - C85	SY	78,880	\$2.13	\$168,014.40
3	STREET SWEEPING AND CLEANING - BEFORE TREATMENT	LS	1	\$5,000.00	\$5,000.00
4	STREET SWEEPING AND CLEANING - FINAL CLEANING	LS	1	\$7,000.00	\$7,000.00
5	RESIDENT NOTIFICATION	LS	1	\$2,500.00	\$2,500.00
5	OFF-SITE DUMPING OF SWEEPINGS	LS	1	\$6,000.00	\$6,000.00
				TOTAL	\$302,289.60

## LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

### **SECTION A – LIMITED SOURCE PURCHASE:**

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Corrective Asphalt  
Materials, LLC. Vendor #  
2157

Amount: \$ 350,000

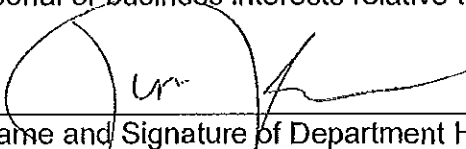
4/25/18

Description of item/service: Application of Reclamite Preservation Seal to City streets recently resurfaced and C85 to select locations. In addition, associated street cleaning will be performed by the contractor. The amount noted above reflects the FY 2019 funding budgeted and available for this work. The proposal package for this work is being finalized at this time. Upon finalization, the package will be provided to Corrective Asphalt Materials, LLC for proposal submission to the City.

Justification: Explain why this vendor is the only vendor that can perform this work: Prior to widespread utilization of Reclamite & C85, City staff researched pavement preservation products and performed field testing to compare them to a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that the product is the recommended rejuvenator. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance.

Reclamite Preservation Seal materials are proprietary and Corrective Asphalt Materials, LLC is the sole source distributor / applicator for our region. Please see the attached sole distributor letter from Corrective Asphalt Materials, LLC.

**SECTION B - REQUESTER CERTIFICATION:** By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

  
\_\_\_\_\_  
(Name and Signature of Department Head)

4/25/18

\_\_\_\_\_  
Date

### **SECTION C – TO BE COMPLETED BY PROCUREMENT OFFICE:**

Based on the information provided in Section A and attached supporting documents,

I concur  do not concur  (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

  
\_\_\_\_\_  
Name and Signature of Purchasing Agent or Designee

4/26/18

\_\_\_\_\_  
Date





1134 Manor St. • Bakersfield, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388  
Phone 661.393.7110 – [www.tricorrefining.com](http://www.tricorrefining.com)

February 20, 2018

City of Bloomington, IL  
Attention: Ryan Otto, P.E.  
Assistant City Engineer  
Phone: (309)-434-2225

Dear Ryan,

RE: Sole Source Applicator for Reclamite Preservative Seal & C-85 2018

Corrective Asphalt Materials, LLC  
P.O. BOX 87129  
South Roxana, IL 62087

This letter confirms that TRICOR Refining, LLC has appointed Corrective Asphalt Materials, South Roxana, Illinois to market and apply Reclamite Preservative Seal and C-85 as the sole source supplier/applicator in the states of Illinois. Corrective Asphalt Materials has the necessary equipment and product familiarity to provide a successful application. Corrective Asphalt Materials has a very successful track record in the state of Illinois with applying the applications.

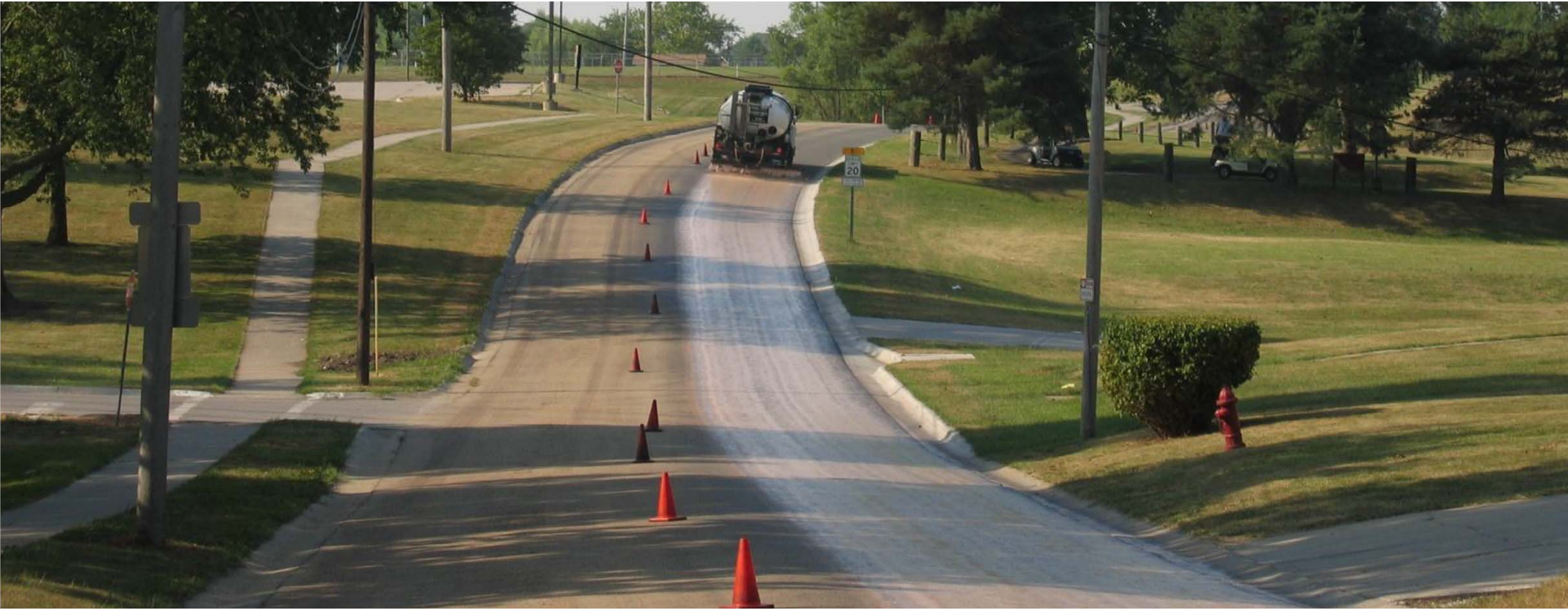
TRICOR Refining, LLC – Reclamite Preservative Seal is the only Maltene based asphalt rejuvenator marketed nationally with a 50 plus year history of product use. Reclamite has been proven in various testing by state, county and government agencies to decrease viscosity and increase penetration value of the asphalt.

Please feel free to contact me if you have any questions.

Yours truly,

*Jim Brownridge*

Jim Brownridge  
Marketing Manager  
Tricor Refining, LLC  
Cell: 661.337.9979



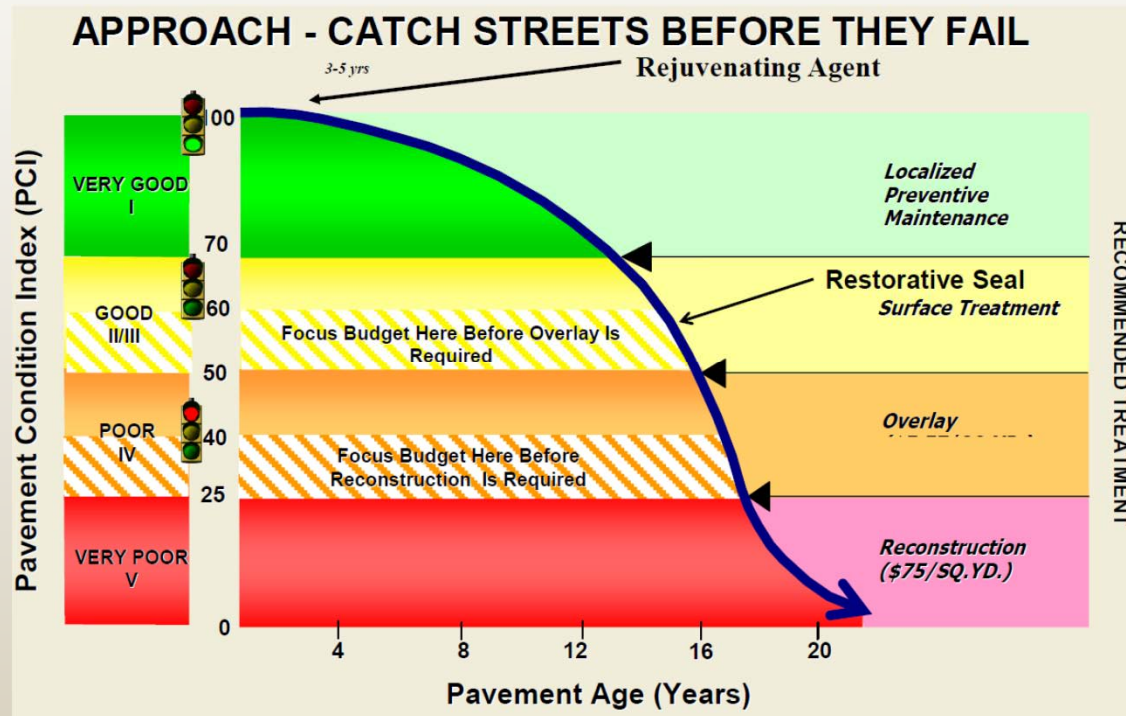
# FY 2019 Pavement Preservation Contract

Jim Karch, P.E. MPA  
Director of Public Works

## Staff Recommending Approval of \$310,000 Pavement Preservation Contract

Rejuvenator – Reclamite	\$113,775.20
C85 Preservative Treatment	\$168,014.40
Street Sweeping and Cleaning – Before Treatment	\$5,000.00
Street Sweeping and Cleaning – Final Cleaning	\$7,000.00
Resident Notification	\$2,500.00
Off-site Dumping of Sweepings	\$6,000.00
<b>TOTAL</b>	<b>\$302,289.60</b>

# What is Pavement Preservation?





# Two Types Used by Public Works

## Reclamite (Rejuvenator)


- Used for preventive maintenance of newly resurfaced pavements
- Improves durability and flexibility.
- Slows the aging process.
- Helps prevent raveling, stripping, & fatigue cracking.
- Restores the cohesive ability of the asphalt cement to retain aggregate.
- Seals the surface in-depth.
- Can extend pavement life up to 40%

## C85 (Restorative Seal)

- Used for preventative maintenance of pavements-middle age to old showing moderate to heavier signs of distress
- Helps rejuvenate pavement
- Seals cracks
- Fills pavement voids providing a smoother surface
- Seals pavement from further oxidation & weathering

# Benefits of Pavement Preservation

- Protecting our investment
  - “keep your good roads good” strategy
- Helps limited road funding dollars go much further
  - Reduces the annualized cost of paving and/or resurfacing
- Spending \$1.00 early in the pavements lifecycle can save \$4-\$8 on more extensive treatments later in the pavements lifecycle



**Treated**

**Untreated**

*Source: Witte and Lang 2013*





**Treated**

**Untreated**

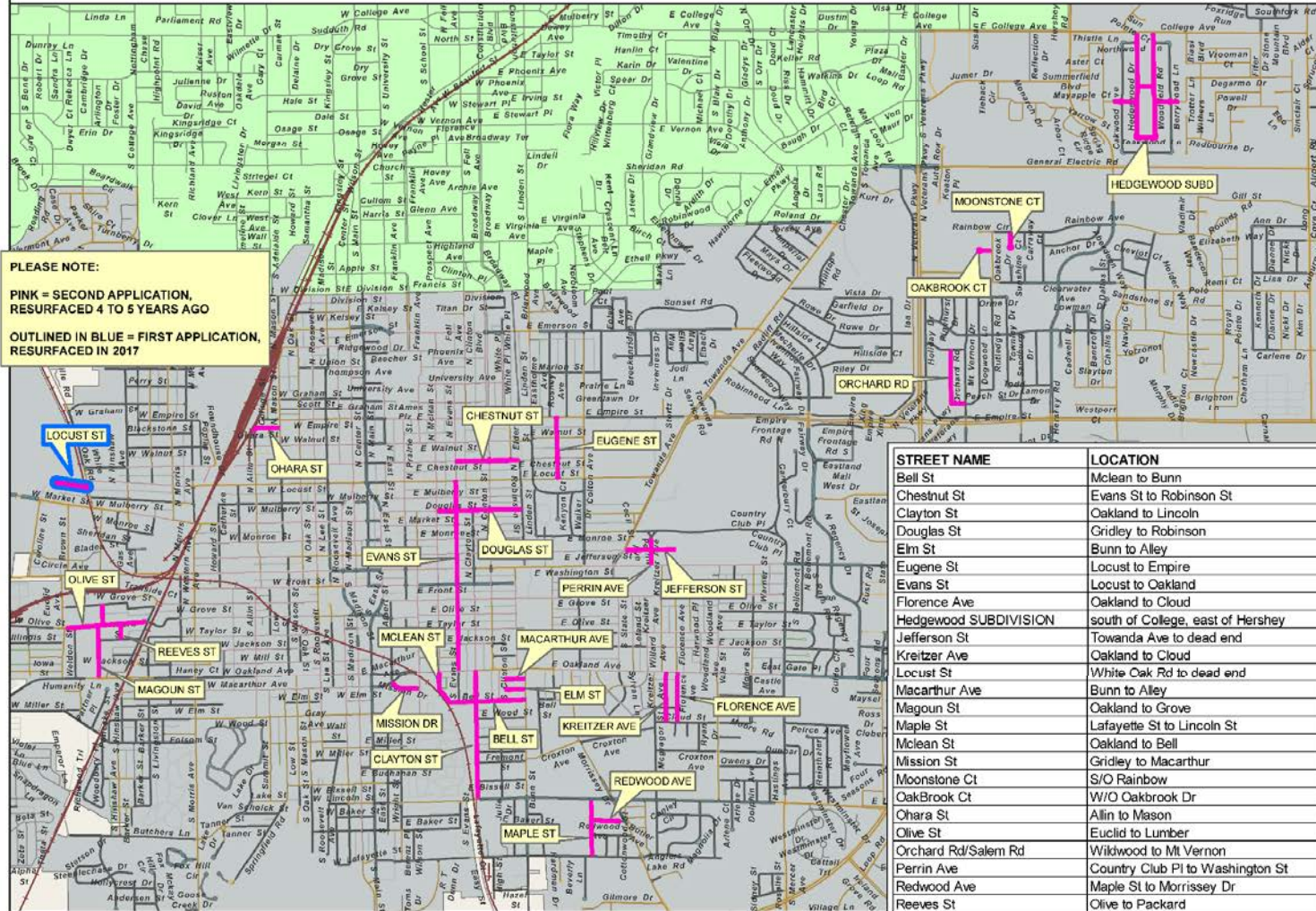
02/17/2008

*Source: Witte and Lang 2013*



# Pavement Preservation Locations

Fiscal Year 2019



**PLEASE NOTE:**  
**PINK = SECOND APPLICATION, RESURFACED 4 TO 5 YEARS AGO**  
**OUTLINED IN BLUE = FIRST APPLICATION, RESURFACED IN 2017**

STREET NAME	LOCATION
Bell St	Mclean to Bunn
Chestnut St	Evans St to Robinson St
Clayton St	Oakland to Lincoln
Douglas St	Gridley to Robinson
Elm St	Bunn to Alley
Eugene St	Locust to Empire
Evans St	Locust to Oakland
Florence Ave	Oakland to Cloud
Hedgewood SUBDIVISION	south of College, east of Hershey
Jefferson St	Towanda Ave to dead end
Kretzier Ave	Oakland to Cloud
Locust St	White Oak Rd to dead end
Macarthur Ave	Bunn to Alley
Magoun St	Oakland to Grove
Maple St	Lafayette St to Lincoln St
Mclean St	Oakland to Bell
Mission St	Gridley to Macarthur
Moonstone Ct	S/O Rainbow
OakBrook Ct	W/O Oakbrook Dr
Ohara St	Allin to Mason
Olive St	Euclid to Lumber
Orchard Rd/Salem Rd	Wildwood to Mt Vernon
Perrin Ave	Country Club Pl to Washington St
Redwood Ave	Maple St to Morrissey Dr
Reeves St	Olive to Packard





Public Works Department

RECLAMITE 2018 (FY 2019)

33,095 SQ YDS

THESE ROAD TO BE RESURFACED IN 2018

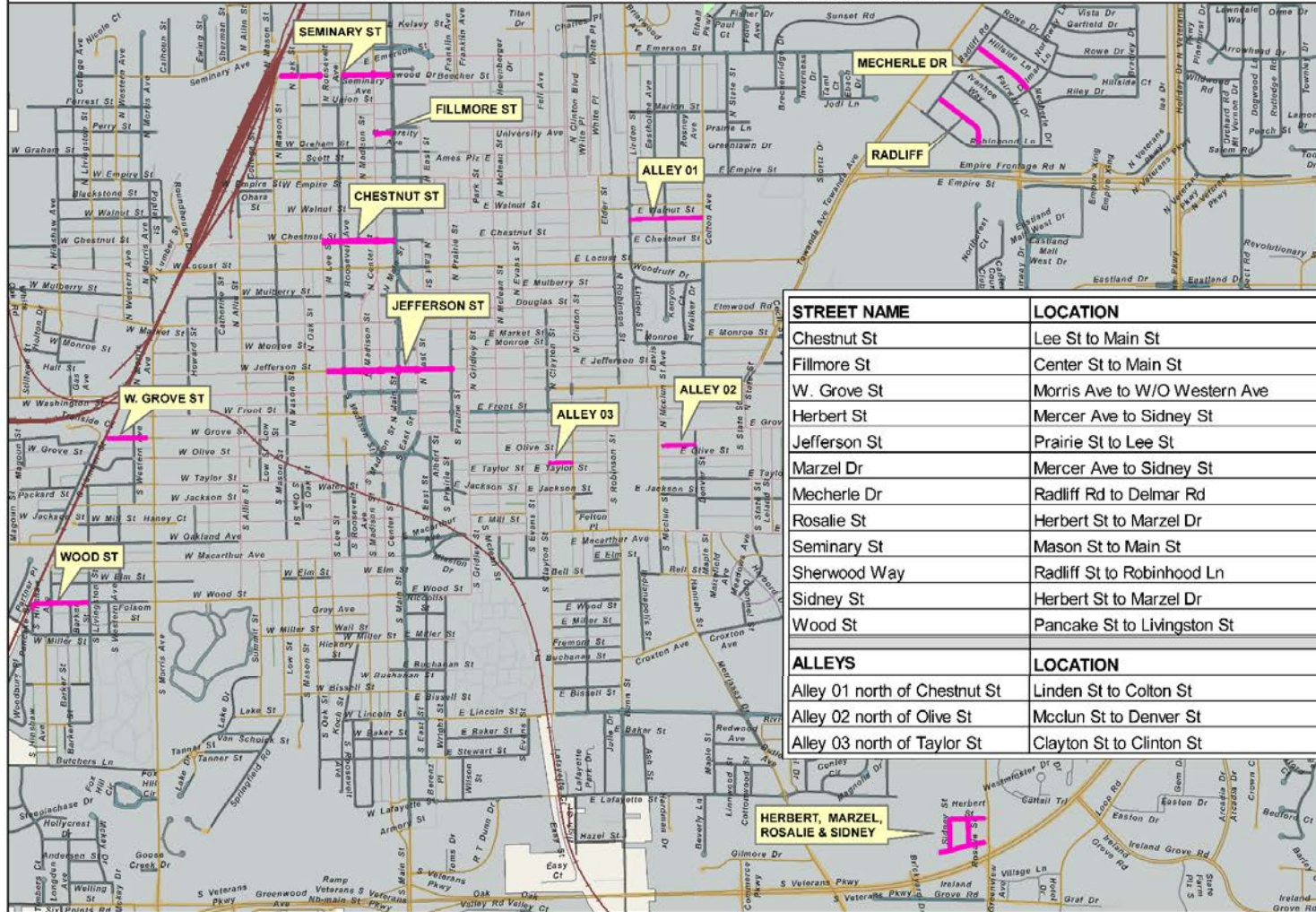
CITY WILL GIVE NOTICE WHEN READY FOR TREATMENT



0 850 1,700

Feet

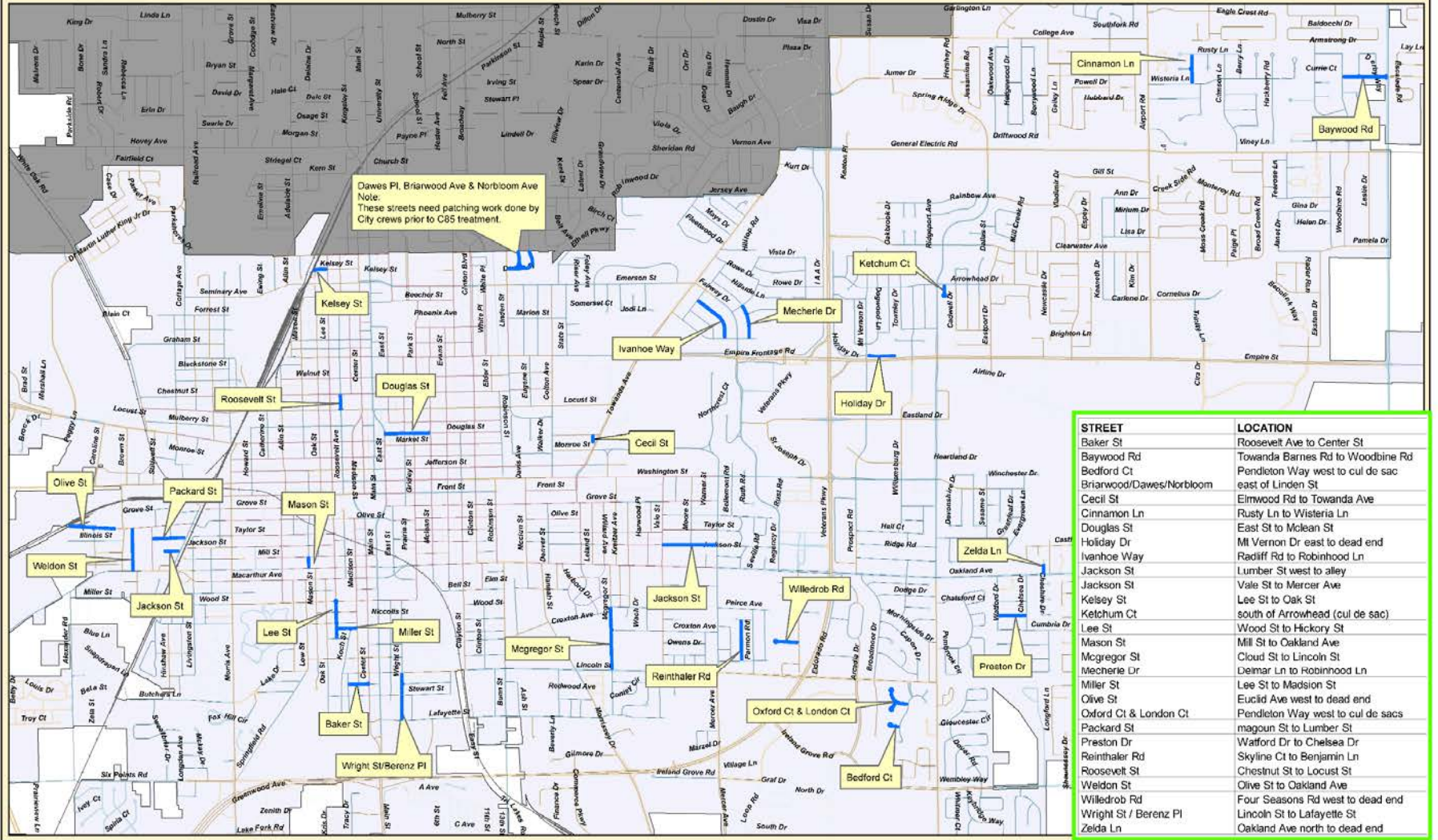
Date: 2/20/2018



STREET NAME	LOCATION
Chestnut St	Lee St to Main St
Fillmore St	Center St to Main St
W. Grove St	Morris Ave to W/O Western Ave
Herbert St	Mercer Ave to Sidney St
Jefferson St	Prairie St to Lee St
Marzel Dr	Mercer Ave to Sidney St
Mecherle Dr	Radliff Rd to Delmar Rd
Rosalie St	Herbert St to Marzel Dr
Seminary St	Mason St to Main St
Sherwood Way	Radliff St to Robinhood Ln
Sidney St	Herbert St to Marzel Dr
Wood St	Pancake St to Livingston St
ALLEYS	LOCATION
Alley 01 north of Chestnut St	Linden St to Colton St
Alley 02 north of Olive St	McClun St to Denver St
Alley 03 north of Taylor St	Clayton St to Clinton St



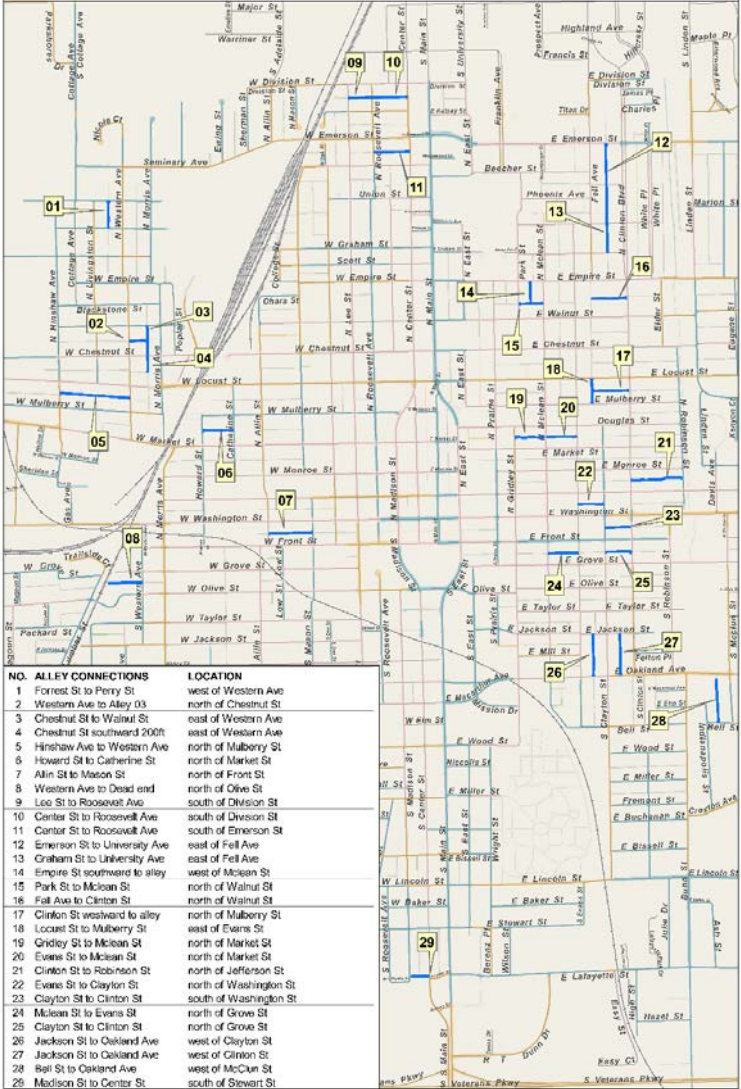
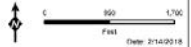
**C85 STREETS 2018 (FY2019)**  
**65,170 SQ YDS**  
**READY FOR TREATMENT**



STREET	LOCATION
Baker St	Roosevelt Ave to Center St
Baywood Rd	Towanda Barnes Rd to Woodbine Rd
Bedford Ct	Pendleton Way west to cul de sac east of Linden St
Briarwood/Dawes/Norbloom	Elmwood Rd to Towanda Ave
Cecil St	Rusty Ln to Wisteria Ln
Cinnamon Ln	East St to Mclean St
Douglas St	Mt Vernon Rd east to dead end
Holiday Dr	Radiiff Rd to Robinhood Ln
Ivanhoe Way	Lumber St west to alley
Jackson St	Vale St to Mercer Ave
Jackson St	Lee St to Oak St
Kelsey St	south of Arrowhead (cul de sac)
Ketchum Ct	Wood St to Hickory St
Lee St	Mill St to Oakland Ave
Mason St	Cloud St to Lincoln St
Mcgregor St	Demar Ln to Robinhood Ln
Mecherie Dr	Lee St to Madison St
Miller St	Euclid Ave west to dead end
Olive St	Pendleton Way west to cul de sacs
Oxford Ct & London Ct	magnon St to Lumber St
Packard St	Wafford Dr to Chelsea Dr
Preston Dr	Skyline Ct to Benjamin Ln
Reinthal Rd	Chestnut St to Locust St
Roosevelt St	Olive St to Oakland Ave
Weldon St	Four Seasons Rd west to dead end
Willedrob Rd	Lincoln St to Lafayette St
Wright St / Berenz Pl	Lincoln St to Lafayette St
Zelda Ln	Oakland Ave north to dead end



**C85 ALLEYS 2018 (FY2019)  
13,710 SQ YDS  
READY FOR TREATMENT**



NO.	ALLEY CONNECTIONS	LOCATION
1	Forrest St to Perry St	west of Western Ave
2	Western Ave to Alley 03	north of Chestnut St
3	Chestnut St to Walnut St	east of Western Ave
4	Chestnut St southward 200ft	east of Western Ave
5	Hinshaw Ave to Western Ave	north of Mulberry St
6	Howard St to Catherine St	north of Market St
7	Allin St to Mason St	north of Front St
8	Western Ave to Dead end	north of Olive St
9	Leo St to Roosevelt Ave	south of Division St
10	Center St to Roosevelt Ave	south of Division St
11	Center St to Roosevelt Ave	south of Emerson St
12	Emerson St to University Ave	east of Fell Ave
13	Graham St to University Ave	east of Fell Ave
14	Empire St southward to alley	west of McLean St
15	Park St to McLean St	north of Walnut St
16	Fell Ave to Clinton St	north of Walnut St
17	Clinton St westward to alley	north of Mulberry St
18	Locust St to Mulberry St	west of Evans St
19	Orndley St to McLean St	north of Market St
20	Evans St to McLean St	north of Market St
21	Clinton St to Robinson St	north of Jefferson St
22	Evans St to Clayton St	north of Washington St
23	Clayton St to Clinton St	south of Washington St
24	McLean St to Evans St	north of Grove St
25	Clayton St to Clinton St	north of Grove St
26	Jackson St to Oakland Ave	west of Clayton St
27	Jackson St to Oakland Ave	west of Clinton St
28	Rail St to Oakland Ave	west of McClure St
29	Madison St to Center St	south of Stewart St



## REGULAR AGENDA ITEM NO. 8C

**FOR COUNCIL:** May 29, 2018

**SPONSORING DEPARTMENT:** Community Development

**SUBJECT:** Presentation and discussion on the City's utilization of Tax Increment Financing as an economic development tool and possible action on a Resolution outlining the City's Guidelines for the utilization of Tax Increment Financing, as recommend by the City's Community Development Department - Office of Economic Development.

**RECOMMENDATION/MOTION:** The Resolution outlining the City's Guidelines for the utilization of Tax Increment Financing be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal #3 – Grow the Local Economy.

**STRATEGIC PLAN SIGNIFICANCE:** Objective B – Attraction of new targeted businesses that are the "right" fit for Bloomington; Objective E – Strong working relationship among the City businesses, economic development organizations.

**BACKGROUND:** On October 22, 2012, the City Council adopted Resolution #2012-34 approving an Economic Development Guideline to guide the City Council in forging public-private partnerships and negating development and redevelopment agreements between the City and private developers.

More recently and during discussion regarding the approval of Ordinance #2018-08 to set the date for a public hearing on the proposed Downtown East Washington Street Redevelopment Project Area on February 12, 2018, the City Council raised concerns regarding the potential impacts on Bloomington School District 87 from the use of Tax Increment Financing. Following that meeting, Staff presented an initial draft Resolution outlining the City's proposed Guidelines for the utilization of Tax Increment Financing to the School District for review and comment. The School District provided feedback and various language suggestions, some of which were incorporated into the draft now being proposed. The remaining language that the School District would like to see within the resolution is attached as a redline and marked as "District 87 Proposed Revisions".

The Guidelines for the utilization of Tax Increment Financing are intended to supplement the existing City's Economic Development Guideline. The general guidelines included within the draft Resolution include: 1) consideration of available alternatives to the use of TIF; 2) improved communication between the City and the Taxing Districts; and 3) appropriate evaluation and implementation of TIF Districts and Redevelopment Agreements.

The Economic Development Incentive Guideline can be viewed at [www.cityblm.org/home/showdocument?id=4466](http://www.cityblm.org/home/showdocument?id=4466)

The various taxing districts impacted by TIF, including Bloomington School District 87, have all been provided a copy of the draft resolution and invited to attend the City Council meeting and provide their input.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The draft Resolution has been shared with all taxing districts within the City of Bloomington. Taxing district representatives were also invited to speak during the agenda item discussion

**FINANCIAL IMPACT:** None at this time.

**COMMUNITY DEVELOPMENT IMPACT:** TIF Districts are a recommended tool in the “Economic Development Incentives Toolkit” detailed on page 97 of the City’s Comprehensive Plan 2035. The proposed TIF Guidelines are generally aligned with the following goals and objectives of the Comprehensive Plan 2035:

**Goal ED-4 Enhance the image of Bloomington as a business friendly community.**

ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments

ED-4.4 Evaluate commercial land use needs in the context of changing economic trends

ED-4.5 Identify and reduce barriers for local growth and economic development

**Goal D-1 Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all.**

D-1.1 Strengthen business recruitment and retention activities

D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors

D-1.4 Develop a wide variety of Downtown housing options

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared by: Bob Mahrt, Community Development Director

Reviewed by: Bob Coombs, Building Official

Financial & budgetary review by: Scott Rathbun, Interim Finance Director

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel



Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen  
Interim City Manager

**Attachments:**

- ECON DEV 1B – Clean Revised TIF Resolution
- ECON DEV 1C – District 87 Redline Draft Resolution

Resolution No. \_\_\_\_\_

**A RESOLUTION AFFIRMING THE CITY OF BLOOMINGTON'S ECONOMIC DEVELOPMENT INCENTIVE GUIDELINE AND OUTLINING THE CITY'S GUIDELINES-FOR THE UTILIZATION OF TAX INCREMENT FINANCING**

**WHEREAS**, the Mayor and City Council (collectively, the “*City Council*”) of the City of Bloomington (hereinafter the “*City*”) frequently engages in economic development activities to promote the growth of the tax base of the City and to protect the health, safety, morals and welfare of the community by eradicating blighting factors and conditions which inhibit the development and redevelopment of real property in the City thereby encouraging private investment to enhance the shared tax base of the City and the other taxing districts which have the power to tax real property within the corporate boundaries of the City (the “*Taxing Districts*”); and

**WHEREAS**, on October 22, 2012, the City Council adopted Resolution 2012-34 approving an Economic Development Incentive Guideline to guide the City Council in forging public-private partnerships and negotiating development and redevelopment agreements between the City and private developers; and

**WHEREAS**, the City’s Economic Development Incentive Guideline, in summation, provides that incentives offered to private developers by the City will: (1) be strictly limited to the funds required to enable a project to be economically viable; (2) be formulated with consideration of the project’s ability to provide an amenity, service, or product not otherwise available in the City; (3) take into consideration the number of jobs created or retained in the City; (4) take into consideration the revenues newly generated or maintained by the project payable to both the City and the Taxing Districts; and (5) consider the extent and cost of services required by the project provided by the City and the Taxing Districts; and

**WHEREAS**, the State of Illinois has enabled the City Council with a variety of tools to promote economic development and private investment within the City including, but not limited to, Enterprise Zone, Sales Tax Rebates, Business Districts, Special Services Areas, Property Tax Abatement, and Tax Increment Financing; and

**WHEREAS**, when Tax Increment Financing (hereinafter “TIF”) is utilized by the City Council, it is the intent of the City Council to follow the guidelines, as outlined in this Resolution, which have been designed to maximize the benefits of TIF for the City and the Taxing Districts and to ensure communication and coordination between the City and the Taxing Districts; and

**WHEREAS**, the City Council desires to make a public record of its reaffirmation to adhere to its previously adopted Economic Development Incentive Guideline and to further outline the City Council’s intentions for its future use of the TIF Act, all in support of the City Council’s desire to collaborate with the elected and appointed leaders of the Taxing Districts as hereinafter set forth; and

**WHEREAS**, the Taxing Districts derive a significant amount of revenue from property taxes and have very limited ability to raise tax rates; and

**WHEREAS**, the Taxing Districts may not receive any direct financial benefit attributable to the growth of the equalized assessed value of real estate subject to the TIF Act; and

**WHEREAS**, in certain circumstances the TIF Act requires compensation be provided to a Taxing District, including, but not limited to, the compensation to a school district resulting from a net increase in enrollment caused by TIF assisted housing; and

**WHEREAS**, the City Council is committed to analyzing and communicating the financial impact that TIF assisted private development projects may have on the Taxing Districts.

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

*Section 1.* The foregoing Preambles are hereby incorporated into this Resolution as if fully set forth in this Section 1.

*Section 2.* The City Council hereby re-affirms the Economic Development Incentive Guideline, set forth in Resolution 2012-34, which shall continue to guide the City Council when considering requests for economic development incentives. This resolution shall supplement said Economic Development Incentive Guideline.

*Section 3.* The City Council hereby adopts the following guidelines which shall guide the City Council's future use and implementation of the TIF Act:

- (a) The City Manager shall thoroughly consider the available alternatives to TIF and review the benefits of the alternatives to TIF with the private developers and the Taxing Districts;
- (b) The City Manager shall file a written report with the City Council listing the alternatives to TIF and detailing the communications held with the private developers and the Taxing Districts regarding the alternatives to TIF and the use thereof.
- (c) The City Manager shall provide an opportunity for the appointed leaders of the Taxing Districts to review, prior to adoption by the City Council, the City Council's purpose and basis for the creation of any new redevelopment project area and/or consideration of a new development or redevelopment agreement that utilizes the TIF Act. The City Manager shall also maintain communication between the City and the Taxing Districts in regards to the City's implementation of the redevelopment plans for each of the City's designated redevelopment project areas.
- (d) With regard to the use of the TIF Act and/or the creation of any new redevelopment project areas, the City Council pledges to:

- (i) compensate each Taxing District for any demands made upon it as a result of an approved development or redevelopment project as required by the TIF Act;
- (ii) limit the term of the designation of a redevelopment project area to the time required to achieve the completion of the redevelopment plan and payment of the City’s obligations to any project; and,
- (iii) take care to ensure that only those parcels of real estate which would not likely be developed or redeveloped without the benefit of the TIF Act are included within the boundary of a redevelopment project area; and
- (iv) ensure that all newly created incremental property tax revenue not needed for the implementation of a redevelopment plan be declared surplus for distribution to the Taxing Districts; and
- (v) review each redevelopment project annually and report to the Taxing Districts in writing as to the availability of surplus funds and the intended use of surplus funds; and
- (vi) limit the term of redevelopment agreements and otherwise ensure that the amount of any incentive to a private developer be limited to the minimal amount necessary to fund the short-fall of the redevelopment project as demonstrated by the developer in order to proceed with the redevelopment project.

*Section 4.* That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

*Section 5.* That the City Clerk shall mail a printed copy of this Resolution to the home address of each elected or appointed official member of the governing boards of each of the Taxing Districts.

*Passed* by the Mayor and City Council of the City of Bloomington, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2018.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_



**APPROVED:**

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Mayor

*Attest:*

---

City Clerk

## DISTRICT 87 PROPOSED REVISIONS

Resolution No. \_\_\_\_\_

### **A RESOLUTION AFFIRMING THE CITY OF BLOOMINGTON'S ECONOMIC DEVELOPMENT INCENTIVE GUIDELINE AND OUTLINING THE CITY'S GUIDELINES FOR THE UTILIZATION OF TAX INCREMENT FINANCING**

**WHEREAS**, the Mayor and City Council (collectively, the “*City Council*”) of the City of Bloomington (hereinafter the “*City*”) frequently engages in economic development activities to promote the growth of the tax base of the City and to protect the health, safety, morals and welfare of the community by eradicating blighting factors and conditions which inhibit the development and redevelopment of real property in the City thereby encouraging private investment to enhance the shared tax base of the City and the other taxing districts which have the power to tax real property within the corporate boundaries of the City (the “*Taxing Districts*”); and

**WHEREAS**, on October 22, 2012, the City Council adopted Resolution 2012-34 approving an Economic Development Incentive Guideline to guide the City Council in forging public-private partnerships and negotiating development and redevelopment agreements between the City and private developers; and

**WHEREAS**, the City’s Economic Development Incentive Guideline, in summation, provides that incentives offered to private developers by the City will: (1) be strictly limited to the funds required to enable a project to be economically viable; (2) be formulated with consideration of the project’s ability to provide an amenity, service, or product not otherwise available in the City; (3) take into consideration the number of jobs created or retained in the City; (4) take into consideration the revenues newly generated or maintained by the project payable to both the City and the Taxing Districts; and (5) consider the extent and cost of services required by the project provided by the City and the Taxing Districts; and

**WHEREAS**, the State of Illinois has enabled the City Council with a variety of tools to promote economic development and private investment within the City including, but not limited to, Enterprise Zone, Sales Tax Rebates, Business Districts, Special Services Areas, Property Tax Abatement, and Tax Increment Financing; and

**WHEREAS**, when Tax Increment Financing (hereinafter “TIF”) is utilized by the City Council, it is the intent of the City Council to follow the guidelines, as outlined in this Resolution, which have been designed to maximize the benefits of TIF for the City and the Taxing Districts and to ensure communication and coordination between the City and the Taxing Districts; and

**WHEREAS**, the City Council desires to make a public record of its reaffirmation to adhere to its previously adopted Economic Development Incentive Guideline and to further outline the City Council’s intentions for its future use of the TIF Act, all in support of the City Council’s desire to collaborate with the elected and appointed leaders of the Taxing Districts as hereinafter set forth; and

**WHEREAS, the Bloomington School District No. 87, McLean County Unit District No. 5 and Heartland Community College District 540 (hereinafter individually referred to as a “Public**

School” and collectively referred to as the “Public Schools”) each have territory within the City of Bloomington and are each considered herein as part of the Taxing Districts; and

WHEREAS, the City Council recognizes the importance of public education and is committed to limiting the financial impact that private development projects have on Public Schools; and

WHEREAS, the Taxing Districts derive a significant amount of their revenue from property taxes and have very limited ability to raise tax rates to recover revenue used in private development projects; and

WHEREAS, without specifically providing otherwise, the Taxing Districts will not receive any direct financial benefit attributable to the growth of the equalized assessed value of real estate that is included in a TIF district for the life of the related TIF district; and

WHEREAS, state law requires compensation to the Taxing Districts impacted by TIF in certain circumstances.

~~WHEREAS, the Taxing Districts may not receive any direct financial benefit attributable to the growth of the equalized assessed value of real estate subject to the TIF Act; and~~

~~WHEREAS, in certain circumstances the TIF Act requires compensation be provided to a Taxing District, including, but not limited to, the compensation to a school district resulting from a net increase in enrollment caused by TIF assisted housing; and~~

~~WHEREAS, the City Council is committed to analyzing and communicating the financial impact that TIF assisted private development projects may have on the Taxing Districts.~~

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

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*Section 2.* The City Council hereby re-affirms the Economic Development Incentive Guideline, set forth in Resolution 2012-34, which shall continue to guide the City Council when considering requests for economic development incentives. This resolution shall supplement said Economic Development Incentive Guideline.

*Section 3.* The City Council hereby adopts the following guidelines ~~which that~~ shall guide the City Council’s future use and implementation of the TIF Act:

(a) The City Manager shall thoroughly consider the available alternatives to TIF and review the benefits of the alternatives to TIF with the private developers and the Taxing Districts;

- (b) The City Manager shall file a written report with the City Council listing the alternatives to TIF and detailing the communications held with the private developers and the Taxing Districts regarding the alternatives to TIF and the use thereof.
- (c) The City Manager shall provide an opportunity for the appointed leaders of the Taxing Districts to review, prior to adoption by the City Council, the City Council's purpose and basis for the creation of any new redevelopment project area and/or consideration of a new development or redevelopment agreement that utilizes the TIF Act. The City Manager shall also maintain communication between the City and the Taxing Districts in regards to the City's implementation of the redevelopment plans for each of the City's designated redevelopment project areas.
- (d) With regard to the use of the TIF Act and/or the creation of any new redevelopment project areas, the City Council pledges to:
- (i) compensate each Taxing District for any demands made upon it as a result of an approved development or redevelopment project as required by the TIF Act;
  - (ii) limit the term of the designation of a redevelopment project area to the time required to achieve the completion of the redevelopment plan and payment of the City's obligations to any project; and,
  - (iii) take care to ensure that only those parcels of real estate which would not likely be developed or redeveloped without the benefit of the TIF Act are included within the boundary of a redevelopment project area; and
  - (iv) ensure that all newly created incremental property tax revenue not needed for the implementation of a redevelopment plan be declared surplus for distribution to the Taxing Districts; and
  - (v) review each redevelopment project annually and report to the Taxing Districts in writing as to the availability of surplus funds and the intended use of surplus funds; and
  - (vi) ~~limit the term of redevelopment agreements and otherwise ensure that the amount of any incentive to a private developer be limited to the minimal amount necessary to fund the short fall of the redevelopment project as demonstrated by the developer in order to proceed with the redevelopment project.~~ limit the term of the redevelopment project, limit the amount of the increment created by each Taxing District's tax rate, compensate each Taxing District for all or a portion of the increment created by its tax rate, and otherwise ensure that each Taxing District benefits along with the private developer in the redevelopment project during the life of the redevelopment project.

*Section 4.* That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.



*Section 5.* That the City Clerk shall mail a printed copy of this Resolution to the home address of each elected or appointed official member of the governing boards of each of the Taxing Districts.

*Passed* by the Mayor and City Council of the City of Bloomington, Illinois, this 29<sup>th</sup> day of May 2018.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
Tari Renner, Mayor

*Attest:*

\_\_\_\_\_  
Cherry Lawson, City Clerk