



CITY OF
BLOOMINGTON
COUNCIL MEETING
MARCH 25, 2019



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

Recognize individuals, groups, or institutions publically, as well as those receiving a proclamation, declaring a day, event, or person.

PUBLIC COMMENTS

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

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 typically begins with Item No. 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.

PUBLIC HEARING

Items that require receiving public testimony will be placed on the agenda and noticed as a Public Hearing. Individuals have an opportunity to provide public testimony on those items that impact the community and/or residence.

REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation ask questions of City Staff, deliberate and seek additional information prior to making a decision.

MAYOR AND ALDERMAN

Mayor, At-Large - Tari Renner

City Aldermen

- Ward 1 - Jamie Mathy
- Ward 2 - Dave Sage
- Ward 3 - Mboka Mwilambwe
- Ward 4 - Amelia Buragas
- Ward 5 - Joni Painter
- Ward 6 - Karen Schmidt
- Ward 7 - Scott Black
- Ward 8 - Diana Hauman
- Ward 9 - Kim Bray

City Manager - Tim Gleason
Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

The **CHEVRON** Represents:
Service, Rank, and Authority
Growth and Diversity
A Friendly and Safe Community
A Positive, Upward Movement and
Commitment to Excellence!

MISSION, VISION, AND
VALUE STATEMENT

MISSION

To lead, serve and uplift the
City of Bloomington







VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

-  Financially Sound City Providing Quality
-  Basic Services
-  Upgrade City Infrastructure and Facilities
-  Grow the Local Economy
-  Strong Neighborhoods
-  Great Place - Livable, Sustainable City
- Prosperous Downtown Bloomington

AGENDA



CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, MARCH 25, 2019, 6:00 PM

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. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to the following Officers who have completed probation:
 - i. Calvin Rueb
 - ii. Jordan Downing
 - B. Appointments approved by City Council at the March 11, 2019 meeting.
 - i. Appointment of Olukayode Ajayi to the Human Relations Commission.
6. Public Comment
7. Consent Agenda
 - A. Consideration of approving the Minutes of the March 11, 2019 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommend the reading of minutes be dispensed and approved as printed.)*
 - B. Consideration of approving Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$5,853,538.52, as requested by the Finance Department. *(Recommend the Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of \$5,853,538.52, and orders drawn on the Treasurer for the various amounts as funds are available.)*
 - C. Consideration of renewing Annual Cloud-Based Software Licensing, Hosting and Maintenance with Kronos, Inc., as requested by the Information Services Department. *(Recommend the Purchase be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*
 - D. Consideration of a Memorandum of Understanding with the Ecology Action Center regarding the Solar Bloomington-Normal Program, as requested by the Community Development Department. *(Recommend the Memorandum of Understanding be approved, and the City Manager be authorized to execute the necessary documents.)*
 - E. Consideration of a Professional Services Agreement with Farnsworth Group, Inc., for the Hamilton Road Water Tower Rehabilitation, as requested by the

Public Works Department. *(Recommend the Professional Services Agreement be approved, and the City Manager and Interim City Clerk be authorized to execute necessary documents.)*

- F. Consideration of a Resolution authorizing a Change Order in the amount of \$150,000 to the FY 2019 Utility Maintenance Agreement awarded to George Gildner, Inc. for funding sump pump drain line installations and other storm water improvements, as requested by the Public Works Department. *(Recommend the Resolution authorizing a Change Order be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)*
- G. Consideration of a resolution waiving the technical bidding requirements and approving a contract with Brenntag Mid-South, Inc., as requested by the Public Works Department. *(Recommend the Resolution Waiving the Technical Bidding Requirements and Approving a Contract with Brenntag Mid-South, Inc. be approved, and the Mayor and Interim City Clerk be authorized to execute the Resolution.)*
- H. Consideration of an Ordinance amending Chapter 45 of the Bloomington City Code to require carbon monoxide detectors, as requested by the Community Development Department. *(Recommend that the Ordinance be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- I. Consideration of approving a one-year lease extension for Farm #8827 and a new, one-year farm lease for Farm #8425, as requested by the Legal Department. *(Recommend the 2019 short-term farm leases be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of three (3) Ordinances approving and accepting the dedications of a public storm sewer easements, public water main easements, and sanitary sewer easements and approving associated easement agreements with On Veterans, LLC, On Veterans II, LLC, On Veterans III, LLC and the City of Bloomington, Illinois, as requested by the Public Works Department. *(Recommend the three (3) Ordinances be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)*
- K. Consideration of a Resolution allowing the Bloomington Columbian Home Association (d/b/a Knights of Columbus #574), to apply for and receive a video gaming license from the City, as requested by the Legal Department. *(Recommend that the Resolution be approved, and the Interim City Clerk be directed to process the application.)*
- L. Consideration of an Ordinance amending Chapter 2 of the Bloomington City Code increasing the City Manager's settlement authority for workers' compensation claims from \$25,000 to under \$100,000, as requested by the Human Resources Department. *(Recommend the Ordinance be approved, and the Mayor and Interim City Clerk authorized to execute the Ordinance.)*

8. Regular Agenda

- A. Presentation of the "Not In Our Town" (NIOT) Annual Report, as requested by the Administration Department. *(Presentation only.) (Brief overview by Tim Gleason,*

City Manager; Presentation by Mike Matejka, NIOT, 10 minutes; and City Council discussion, 5 minutes.)

- B. Consideration of an ordinance enacting video gaming license fees and amending the City Code to set the video gaming license period from May 1 to April 30 of each year, as requested by the Administration and Finance Departments. *(Recommend that the Ordinance Amending the Schedule of Fees to Enact a Video Gaming License Fee and Amending Chapter 7 of the City Code on the Renewal of Video Gaming Licenses, be approved, and the Mayor and Interim City Clerk authorized to execute the Ordinance.) (Brief overview by Tim Gleason, City Manager, 5 minutes and City Council discussion, 5 minutes.)*
- C. Consideration of an Ordinance amending Bloomington City Code, Chapter 39, to increase the Local Motor Fuel Tax by four cents (\$0.04) per gallon to a total of eight cents (\$0.08), effective May 1, 2019, as requested by the Public Works Department. *(Recommend the Ordinance be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Brief overview by Tim Gleason, City Manager, 5 minutes and City Council discussion, 5 minutes.)*
- D. Consideration of an Ordinance amending the Fiscal Year 2019 Budget Source of Funds for the previously approved Miller Park Zoo Concession Stand and Parking Lot, from the \$600,000 portion targeted for a bank loan to a Use of Fund Balance, as requested by the Finance Department. *(Recommend the Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.) (Brief overview by Tim Gleason, City Manager; presentation by Scott Rathbun, Finance Director, 5 minutes; and City Council discussion, 5 minutes.)*

9. **City Manager's Discussion**

- A. Finance Director's Report

10. **Mayor's Discussion**

11. **City Aldermen's Discussion**

12. **Executive Session - Cite Section**

- A. Claim Settlement - Section 2(c)(12) of 5 ILCS 120 (5 minutes)
- B. Litigation - Section 2(c)(11) of 5 ILCS 120 (10 minutes)
- C. Collective Bargaining - Section 2(c)(2) of 5 ILCS 120 (10 minutes)

13. **Adjournment**

14. **Notes**

RECOGNITIONS



Council Date: March 25, 2019

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to the following Officers who have completed probation:
 - i. Calvin Rueb
 - ii. Jordan Downing
- B. Appointments approved by City Council at the March 11, 2019 meeting.
 - i. Appointment of Olukayode Ajayi to the Human Relations Commission.

Appointments

OLUKAYODE AJAYI: *Human Relations Commission*



CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of approving the Minutes of the March 11, 2019 Regular City Council Meeting, as requested by the City Clerk Department.

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 thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are 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

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:

Leslie Yocum, Interim City Clerk

Recommended by:

A handwritten signature in black ink, appearing to read "Tim Gleason", written over a horizontal line.

Tim Gleason,
City Manager

Attachments:

- CLK 1B MINUTES MARCH 11, 2019 REGULAR CITY COUNCIL MEETING



MEETING MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
MONDAY, MARCH 11, 2019, 6:00 PM

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:01 PM, Monday, March 11, 2019.

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

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

Staff Present: Tim Gleason, City Manager; Billy Tyus, Deputy City Manager; Jeffrey Jurgens, Corporation Counsel; George Boyle, Assistant Corporation Counsel; Scott Rathbun, Finance Director; Scott Sprouls, Information Services Director; and other City staff were present.

Recognition/Appointments

A. Proclamation declaring April 2019 “Child Abuse Prevention Month”.

Dorothy Davis from Children’s Home & Aid came forward to accept the proclamation.

B. Appointments approved by City Council at the February 25, 2019 meeting.

i. Appointments of Raymond West to the Human Relations Commission and Robert Ballantini to the Transportation Commission.

Public Comment

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

| | |
|------------------|-----------------|
| Bruce Meeks | Gary Lambert |
| Dee Irvin | Scott Stimeling |
| Fernando Cornejo | |

Consent Agenda

Items listed on the Consent Agenda are approved with one motion; Items pulled by Council from the Consent Agenda for discussion are listed separately.

Alderman Schmidt made a motion, seconded by Alderman Black that the Consent Agenda, including all the items listed below, be approved as presented with the exception of Item 7E.

Item 7A. Consideration of approving the Minutes of the February 25, 2019 Regular City Council Meeting, as requested by the City Clerk Department. (Recommend the reading of minutes be dispensed and approved as printed.)

Item 7B. Consideration of approving Bills, Payroll, and Electronic Transfers Purchases in the amount of \$5,974,755.03, as requested by the Finance Department. (Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$5,974,755.03, and orders drawn on the Treasurer for the various amounts as funds are available.)

Item 7C. Consideration of approving an appointment to the Human Relations Commission as requested by the Administration Department. (Recommend Olukayode Ajayi be appointed to the Human Relations Commission.)

Item 7D. Consideration of the Purchase of one (1) 2019 Ford F-150 truck from Roesch Ford Commercial Truck Center, using the Suburban Purchasing Cooperative (contract #187, exp. 1/13/2020), in the amount of \$29,175, as requested by the Public Works Department. (Recommend the Purchase of one (1) 2019 Ford F-150 truck from Roesch Ford Commercial Truck Center be approved, and the Procurement Manager be authorized to issue a Purchase Order.)

Item 7E was pulled from the Consent Agenda by Alderman Hauman.

Item 7F. Consideration of the 2019 Supportive Housing Program/Continuum of Care Grant Agreements (IL1603L5T121801, IL0283L5T121810, IL0289L5T121811 and IL0288L5T121811), in the amount of \$294,035, with the U.S. Department of Housing and Urban Development, as requested by the Community Development Department - Office of Grants Administration. (Recommend the 2019 Supportive Housing Program/Continuum of Care Grant Agreements with the US Department of Housing and Urban Development be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.)

Item 7G. Consideration of a Resolution authorizing a Change Order, in the amount of \$100,000, for Purchase Order #20190024-00 with Ferguson Enterprises and the Purchase of Neptune Water Meters and Accessories, for the FY 2019 Water Meter Installation Program, as requested by the Public Works Department. (Recommend the Resolution authorizing a Change Order in the Amount of \$100,000 and the Purchase of Neptune Water Meters and Accessories be approved, and the Mayor and Interim City Clerk be authorized to execute the Resolution.) Resulting in approval of RESOLUTION NO. 2019 - 09.

Item 7H. Consideration of a Resolution to adopt the Official 2018 Zoning Map for the City of Bloomington incorporating all map amendments from January 1, 2018 through December 31, 2018, as requested by the Community Development Department. (Recommend the Resolution be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.) Resulting in approval of RESOLUTION NO.

2019 - 10.

Item 7I. Consideration of an Ordinance approving the Final Plat of Resubdivision of Lots 35, 36, 37, & 38 in Whispering Pines Second Addition, so the property owner can combine the four lots into one, as requested by the Public Works Department. *(Recommend the Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)* Resulting in approval of ORDINANCE NO. 2019 - 09.

Item 7J. Consideration of an Ordinance suspending portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on March 23, 2019 from 4 P.M. to 12 midnight, as requested by the City Clerk Department. *(Recommend the Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)* Resulting in approval of ORDINANCE NO. 2019 - 10.

Item 7K. Consideration of the application of Personal Assistance Telephone Help d/b/a PATH, Inc., requesting a Class LA (Limited/All Types) liquor license for an event at the Bloomington Center for Performing Arts, located at 600 N. East Street, on April 4, 2019, which would allow the sale of all types of alcohol by the glass for consumption on the premises on the date of the event, as requested by the City Clerk Department. *(Recommend the application of Personal Assistance Telephone Help d/b/a PATH, Inc. be approved, and the license be issued.)*

Item 7L. Consideration of a Change of Ownership application for Keg Grove Brewing Company, LLC d/b/a Keg Grove Brewing Company, located at 712 East Empire Street, Building 2, currently holding a Class TBPS (Tavern/Beer and Wine/Package and Sunday Sales) liquor license, as requested by the City Clerk Department. *(Recommend the Change of Ownership for Keg Grove Brewing Company, LLC d/b/a Keg Grove Brewing Company be approved.)*

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

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

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Alderman Hauman.

Item 7E. Consideration of a Contract with Hoerr Construction, Inc. for the FY 2019 CCTV Sewer Inspection Project (BID # 2019-27), in an amount not to exceed \$200,000, as requested by the Public Works Department. *(Recommend the Contract with Hoerr Construction, Inc. be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.)*

Alderman Hauman questioned the difference in the amount of the request and the actual bid amount. City Manager Tim Gleason responded accordingly.

Alderman Hauman made motion, seconded by Alderman Schmidt that Consent Agenda Item 7E be approved as presented.

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

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

Nays: None.

Motion carried.

Public Hearing

Item 8A. Public Hearing for the FY 2020 Proposed Budget, as requested by the Finance and Administration Departments.

Mayor Renner opened the hearing to receive public comment (6:23 PM), and the following individuals provided comments to the Council:

| | |
|-----------------|--------------|
| Scott Stimeling | Gary Lambert |
| Bruce Meeks | |

The public hearing closed at 6:30 PM.

Regular Agenda

The following was presented:

Item 9A. Consideration of an Ordinance amending Chapter 7 of the City Code on Exceptions to the Moratorium on Video Gaming Licenses within the City, as requested by the Administration Department. Resulting in the approval of ORDINANCE NO. 2019 - 11.

Corporation Counsel Jeffery Jurgens came forward to explain the Ordinance.

Alderman Hauman expressed concerns of limiting the Ordinance to fraternal organizations only.

Alderman Black expressed support for the Ordinance and recognized that the Ordinance will be helpful to fraternal organizations.

Alderman Painter expressed concerns regarding contradictory opinions she has recently received regarding video gaming.

Alderman Buragas made a motion, seconded by Alderman Black that the Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the Ordinance.

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

Ayes: Aldermen Sage, Buragas, Schmidt, Black, and Hauman.

Nays: Alderman Painter

Motion carried.

Item 9B. Presentation of the Bloomington Police Department's 2018 Annual Report.

Police Chief Wheeler and Assistant Chiefs, Greg Scott and David Donath, came forward. Chief Wheeler presented 2018 statistical data to Council. He broke data down amongst a variety of categories such as homicides, robberies, motor vehicle theft, and Driving Under the Influence (DUIs). He discussed commitments and goals of the department for years to come and opened the floor to Council questions.

Alderman Schmidt thanked Chief Wheeler and the department for their work. She complimented Chief Wheeler on his recent forum with the community and recommended that the City work together with community partners to improve the services provided.

Chief Wheeler described his ideas and plans for working with other community partners.

Alderman Black complimented Chief Wheeler, his department, and the goals that have been set openly for the future.

Item 9C. Consideration of an Ordinance adopting the Comprehensive Text Amendments to Chapter 44 of the Bloomington City Code and the Zoning Map Amendments, as requested by the Community Development Department - Planning Division. Resulting in the approval of ORDINANCE NO. 2019 - 12.

City Manager Tim Gleason introduced the item. He discussed the importance of bringing the Zoning Ordinance forward on an annual basis going forward. He welcomed Bob Mahrt, Community Development Director, to the podium.

Mr. Mahrt thanked a variety of key players who assisted in the Zoning Ordinance update and introduced City Planner Katie Simpson.

Ms. Simpson gave an overview of the process and broke down the goals of the Ordinance update. She walked through a variety of analyses, highlighted compliance accomplishments, and focused particularly on individual districts/zones. She thanked the Council for their efforts in assisting and making the update possible.

Corporation Counsel Jeffery Jurgens discussed the motions and went through the proposed staff amendment requests.

Alderman Schmidt made a motion, seconded by Alderman Hauman that the correct motion be brought forward.

Alderman Painter expressed concerns with giving full authority to the Zoning Board of Appeals and requiring the Circuit Court be part of the appellate process.

Alderman Schmidt made a motion, seconded by Alderman Sage to approve the Ordinance adopting the Comprehensive Text Amendment to Chapter 44 of the Bloomington City Code, as corrected regarding “Manufactured Homes” being a permitted use in the R4 District, and restoring the definitions of “Manufactured Home” and “Mobile Home” so that those definitions read in the Text Amendment as they do in the current Ordinance.

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

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

Nays: None.

Motion carried.

Alderman Black commended City Planner Katie Simpson for all her hard work.

Alderman Sage asked Ms. Simpson to outline the process for pulling a permit if violations result. Ms. Simpson confirmed that the Council would hold the authority to revoke permits if violations occur.

Alderman Schmidt confirmed that Ms. Simpson plans to bring R3B back to the Zoning Board and report back to Council. Ms. Simpson confirmed the timeline for bringing back a change order for R3B.

Alderman Painter made a motion to amend the motion to adopt to add language to Division 17, Section 8(I) and Section 12(E) of the recommended text amendments and ordinance providing for an appeal to the City Council when a variance or administrative appeal is denied by less than 5 votes of the Zoning Board of Appeals, as stated in Sections 44.13-4(F) and 44.13-3(E) of the current Zoning Ordinance, seconded by Alderman Sage.

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

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

Nays: Alderman Buragas.

Motion carried.

Item 9D. Consideration of an Ordinance amending Chapters 2 and 11 of the City Code to create an Economic Development Department within the City, as requested by the Administration Department. Resulting in the approval of ORDINANCE NO. 2019 - 13.

City Manager Tim Gleason introduced the item and discussed the importance of focusing on economic development and downtown. He walked through some of the changes required to create the department and touched on how breaking Economic Development out of the Community Development department will enable Community Development Director Bob Mahrt to be more successful. He stated that Melissa Hon would become the new Director of Economic Development.

Alderman Hauman expressed support for the new department. She complimented Melissa Hon and supported Ms. Hon's ability to run the department successfully.

Alderman Schmidt asked City Manager Gleason about the role of the Downtown Business Association. Mr. Gleason responded by saying that Melissa Hon will foster that relationship. He mentioned that both he and Melissa Hon understand the importance of the value added to downtown by the Downtown Business Association and that he is confident that relationship will continue to prosper under Ms. Hon.

Alderman Sage asked for a clarification that no new hires or additional funding would result from the department change and that all changes would result from reallocation of staff and funding. Mr. Gleason confirmed the same.

Alderman Hauman made a motion, seconded by Alderman Painter that the Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the Ordinance.

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

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

Nays: None.

Motion carried.

City Manager's Discussion

City Manager Gleason discussed the upcoming events calendar available on the City's website. He then complimented and formally introduced Melissa Hon as the City's new Director of Economic Development.

Melissa Hon came forward, thanked Council for the opportunity to serve, and talked about her enthusiasm for the City's future.

Mr. Gleason discussed upcoming agenda items for the next Committee of the Whole and Council meetings.

Mayor's Discussion

Mayor Renner thanked staff for their hard work and mentioned some of the accomplishments made during the meeting.

City Aldermen's Discussion

Alderman Sage discussed an email he received regarding the proposed Connect Transit Fare structure and expressed concern about the impact that may be felt by individuals with disabilities and/or those receiving special services.

Alderman Hauman expressed condolences for the family of Vern Prenzler who recently passed.

Alderman Painter echoed Alderman Sage's concerns about Connect Transit and provided an example of troublesome services being provided in the community.

Executive Session

Mayor Renner entertained a motion to enter into Executive Session for the purpose of Claim Settlement under Section 2(c)(12) of 5 ILCS 120 and Collective Bargaining - Section 2(c)(2) of 5 ILCS 120 (10 minutes). He clarified that no formal action would be taken during the Executive Session.

Alderman Schmidt made a motion, seconded by Alderman Hauman to enter into an Executive Session meeting for the purpose of Claim Settlement - Section 2(c)(12) of 5 ILCS 120 and Collective Bargaining - Section 2(c)(2) of 5 ILCS 120.

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

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

Nays: None

Motion Carried.

Return to Open Session and Adjourn

Mayor Renner asked for a motion to return to Open Session and adjourn the meeting.

Alderman Hauman made a motion, seconded by Alderman Schmidt to return to Open Session and adjourn the meeting.

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

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

Nays: None

Motion Carried.

The meeting adjourned at 8:09 PM

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk



CONSENT AGENDA ITEM NO. 7B

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENT: Finance

SUBJECT: Consideration of approving Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$5,853,538.52, as requested by the Finance Department.

RECOMMENDATION/MOTION: The Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of \$5,853,538.52, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

BACKGROUND: Bills, Payroll, Electronic Transfers, and Procurement Card Purchases on file in the City Clerk's Department, available at www.cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$5,853,538.52 (Payroll total \$2,349,254.85, Accounts Payable total \$2,975,767.04, Electronic Transfers total \$427,087.19, and Procurement Card total \$101,429.44).

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Frances Watts, Accounts Payable

Reviewed By: Scott Rathbun, Finance Director

Recommended By:

A handwritten signature in black ink, appearing to read "Tim Gleason".

Tim Gleason
City Manager

Attachment:

- FIN 1A - Financial Summary Sheet

CITY OF BLOOMINGTON FINANCE REPORT

| PAYROLL | | | | |
|---------------------------------|-------------------|------------------------------|--------------------------|------------------------|
| Date | Gross Pay | Employer Contribution | Totals | |
| 3/8/2019 | \$ 205,899.77 | \$ 63,918.85 | \$ 269,818.62 | |
| 3/14/2019 | \$ 1,437,048.68 | \$ 357,444.09 | \$ 1,794,492.77 | |
| 3/15/2019 | \$ 218,442.33 | \$ 66,501.13 | \$ 284,943.46 | |
| Off Cycle Adjustments | | | | |
| PAYROLL GRAND TOTAL | | | \$ 2,349,254.85 | |
| ACCOUNTS PAYABLE (WIRES) | | | PCARDS | |
| Date | Bank | Total | Date Range | Total |
| 3/25/2019 | AP General | \$ 2,705,044.62 | 2/1/2019-2/28/2019 | \$ 101,429.44 |
| | AP JM Scott | | | |
| 3/25/2019 | AP Comm Devel | \$ 29,815.68 | PCARD GRAND TOTAL | |
| | AP IHDA | | \$ 101,429.44 | |
| 3/25/2019 | AP Library | \$ 28,056.49 | | |
| | AP MFT | | | |
| 3/8/2019-3/20/2019 | Out of Cycle | \$ 212,850.25 | | |
| 6/30/2019-3/31/2019 | AP Bank Transfers | \$ 427,087.19 | | |
| AP GRAND TOTAL | | \$ 3,402,854.23 | | |
| TOTAL | | | | \$ 5,853,538.52 |
| | | | Respectfully, | |
| | | | F. Scott Rathbun | |
| | | | Finance Director | |



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENT: Information Services

SUBJECT: Consideration of renewing Annual Cloud-Based Software Licensing, Hosting and Maintenance with Kronos, Inc., as requested by the Information Services Department.

RECOMMENDATION/MOTION: The Purchase be approved, and the Procurement Manager be authorized to issue a Purchase Order.

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: During the November 28, 2016 meeting, Council provided approval for a project to replace the City's antiquated time keeping and scheduling solutions with a workforce management solution from Kronos, Inc. for Workforce Management Suite and Workforce TeleStaff software subscription. This request before Council is to approve the annual maintenance/licensing renewal of this cloud-based solution.

As set forth in the original agreement, the annual cost for licensing, cloud-based hosting, maintenance and support is \$106,950.00 per year through fiscal year 2021. This year's renewal cost is higher (\$110,070.00) as more licenses were added to the initial count. Maintenance renewal cost per license matches the original agreement. Staff is requesting Council approval for the fiscal year 2019 payment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The funds are budgeted in the Information Services - Repair and Maintenance Office and Computer Equipment account (10011610-70530). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 160.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Scott Sprouls, Information Services Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- IS 1B INVOICE #11402374, \$72,144.00 WORKFORCE TIMEKEEPER
- IS 1C INVOICE #11402429, \$37,926.00 WORKFORCE TELESTAFF



INVOICE

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

ELECTRONIC TRANSFERS TO:
 Bank of America
 ABA 121000358
 Account 1499687277

Invoice Number: 11402374
Page: 1 of 2

Invoice Date: 04-JAN-19
Due Date: 03-FEB-19

TAX ID 04-2640942

Please forward your remittance advice to cash-receipts@kronos.com

Bill To: 6094635
 Attn: Accounts Payable
 CITY OF BLOOMINGTON
 109 E. OLIVE STREET
 BLOOMINGTON, IL 61701

SENT TO *IS*
 JAN 10 2019
 FROM ACCOUNTS PAYABLE

Ship To: 6094635
 CITY OF BLOOMINGTON
 109 E. OLIVE STREET
 BLOOMINGTON, IL 61701

Solution ID: 6094635

Contact: NICOLE ALBERTSON
Email: nalbertson@cityblm.org
Telephone Number: - 309-434-2768

Sales Order Number:
Contract Number: 1203204 S01-MAR-17
PSA Number:
Project Number:
Case Number:
Purchase Order Number:

Payment Terms: Net 30 Days
Currency: USD
Sales Person:
Shipping Reference:
Ship Via:
Ship Date:

Invoice Notes:

Subscription Add Services for Read-Only ODBC access to WFC/HR Database is included at \$0 and added as a TimeKeeper part number.

SUBSCRIPTION SERVICES

| Service | Covered Product | Quantity | Start Date | End Date | Days | Taxable | Amount |
|--|-----------------------------------|----------|-------------|-------------|------|---------|-----------|
| Subscription Add on Services | WORKFORCE TIMEKEEPER V8 | 1,050 | 05-MAR-2019 | 04-MAR-2020 | 366 | NO | 0.00 |
| Subscription Software Service PEPM Monthly Fee | KSS TOOL,FT-PT ANALYSIS REPORT V8 | 1 | 05-MAR-2019 | 04-MAR-2020 | 366 | NO | 3,000.00 |
| Subscription Software Service PEPM Monthly Fee | KSS TOOL,ATTESTATION TOOL KIT V8 | 1,050 | 05-MAR-2019 | 04-MAR-2020 | 366 | NO | 2,646.00 |
| Subscription Software Service PEPM Monthly Fee | WORKFORCE TIMEKEEPER V8 | 1,050 | 05-MAR-2019 | 04-MAR-2020 | 366 | NO | 50,400.00 |
| Subscription Software Service PEPM Monthly Fee | WORKFORCE EMPLOYEE V8 | 1,050 | 05-MAR-2019 | 04-MAR-2020 | 366 | NO | 0.00 |
| Subscription Software Service PEPM Monthly Fee | WORKFORCE MANAGER V8 | 10 | 05-MAR-2019 | 04-MAR-2020 | 366 | NO | 1,560.00 |
| Subscription Software Service PEPM Monthly Fee | WORKFORCE MANAGER V8 | 10 | 05-MAR-2019 | 04-MAR-2020 | 366 | NO | 1,560.00 |
| Subscription Software Service PEPM Monthly Fee | WORKFORCE MANAGER V8 | 105 | 05-MAR-2019 | 04-MAR-2020 | 366 | NO | 0.00 |
| Subscription Software Service PEPM Monthly Fee | WORKFORCE ABSENCE MANAGER V8 | 1,050 | 05-MAR-2019 | 04-MAR-2020 | 366 | NO | 12,978.00 |
| Subscription Software Service PEPM Monthly Fee | WORKFORCE INTEGRATION MANAGER V8 | 1,050 | 05-MAR-2019 | 04-MAR-2020 | 366 | NO | 0.00 |



Invoice Number: 11402374
Page: 2 of 2

Invoice Date: 04-JAN-19
Due Date: 03-FEB-19

| Service | Covered Product | Quantity | Start Date | End Date | Days | Taxable | Amount |
|---|---|----------|-------------|-------------|------|---------|-----------|
| Subscription Software Service PEPM Monthly Fee | WORKFORCE MOBILE EMPLOYEE V8 | 1,050 | 05-MAR-2019 | 04-MAR-2020 | 366 | NO | 0.00 |
| Subscription Software Service PEPM Monthly Fee | WORKFORCE MOBILE MANAGER V8 | 10 | 05-MAR-2019 | 04-MAR-2020 | 366 | NO | 0.00 |
| Subscription Software Service PEPM Monthly Fee | WORKFORCE MOBILE MANAGER V8 | 10 | 05-MAR-2019 | 04-MAR-2020 | 366 | NO | 0.00 |
| Subscription Software Service PEPM Monthly Fee | WORKFORCE MOBILE MANAGER V8 | 105 | 05-MAR-2019 | 04-MAR-2020 | 366 | NO | 0.00 |
| Subscription Software Service PEPM Monthly Fee | WORKFORCE INTEGRATION MANAGER V8 TO TELESTAFF | 1 | 05-MAR-2019 | 04-MAR-2020 | 366 | NO | 0.00 |
| Subtotal | | | | | | | 72,144.00 |

INVOICE SUMMARY

| Description | Total Price |
|------------------------|------------------|
| Subtotal: | 72,144.00 |
| Less Payment: | 0.00 |
| Shipping and Handling: | 0.00 |
| Tax: | 0.00 |
| Grand Total | 72,144.00 |



INVOICE

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

ELECTRONIC TRANSFERS TO:
 Bank of America
 ABA 121000358
 Account 1499687277

Invoice Number: 11402429
Page: 1 of 1
Invoice Date: 05- JAN- 19
Due Date: 04- FEB- 19

TAX ID 04- 2640942

Please forward your remittance advice to cash- receipts@kronos.com

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

SENT TO *IS*
 JAN 16 2019

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

Solution ID: 6138607

FROM ACCOUNTS PAYABLE

Contact: NICOLE ALBERTSON
Email:
Telephone Number: 434- 2216 434- 2216

Sales Order Number:
Contract Number: 1203217 S02- MAR- 17
PSA Number:
Project Number:
Case Number:
Purchase Order Number:

Payment Terms: Net 30 Days
Currency: USD
Sales Person:
Shipping Reference:
Ship Via:
Ship Date:

SUBSCRIPTION SERVICES

| Service | Covered Product | Quantity | Start Date | End Date | Days | Taxable | Amount |
|-------------------------------|---|----------|---------------|---------------|------|---------|------------------|
| Subscription Software Service | WORKFORCE TELESTAFF ENTERPRISE V5 | 470 | 06- MAR- 2019 | 05- MAR- 2020 | 366 | NO | 29,384.40 |
| Subscription Software Service | WORKFORCE TELESTAFF GLOBAL ACCESS V5 | 470 | 06- MAR- 2019 | 05- MAR- 2020 | 366 | NO | 2,312.40 |
| Subscription Software Service | WORKFORCE TELESTAFF INSTITUTION FOCUS V5 | 470 | 06- MAR- 2019 | 05- MAR- 2020 | 366 | NO | 1,748.40 |
| Subscription Software Service | WORKFORCE TELESTAFF GATEWAY MANAGER V5 | 1 | 06- MAR- 2019 | 05- MAR- 2020 | 366 | NO | 738.00 |
| Subscription Software Service | WORKFORCE TELESTAFF GATEWAY MGR V5 I/F TO WFC | 1 | 06- MAR- 2019 | 05- MAR- 2020 | 366 | NO | 0.00 |
| Subscription Software Service | WORKFORCE TELESTAFF CONTACT MANAGER V5 | 470 | 06- MAR- 2019 | 05- MAR- 2020 | 366 | NO | 1,184.40 |
| Subscription Software Service | WORKFORCE TELESTAFF BIDDING V5 | 260 | 06- MAR- 2019 | 05- MAR- 2020 | 366 | NO | 2,558.40 |
| Subtotal | | | | | | | 37,926.00 |

INVOICE SUMMARY

| Description | Total Price |
|------------------------|------------------|
| Subtotal: | 37,926.00 |
| Less Payment: | 0.00 |
| Shipping and Handling: | 0.00 |
| Tax: | 0.00 |
| Grand Total | 37,926.00 |



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENT: Community Development

SUBJECT: Consideration of a Memorandum of Understanding with the Ecology Action Center regarding the Solar Bloomington-Normal Program, as requested by the Community Development Department.

RECOMMENDATION/MOTION: The Memorandum of Understanding be approved, and the City Manager be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans.

BACKGROUND: In 2014 Michael Brown, Executive Director of the Ecology Action Center (EAC), presented to the City Council a Greenhouse Gas Emissions Inventory Study for Bloomington and Normal. The study, commissioned by the City and Town of Normal, was intended to establish baseline data that could later be used to assess the community's progress toward reduced carbon emissions and ultimately to develop a Climate Action Plan. The study also recommended steps that both the City and Town could take to reduce emissions, including an increased use of renewable energy.

In order to further promote the adoption of renewable energy, the EAC in 2016 successfully partnered with the Midwest Renewable Energy Association to offer a "solar group buy" program to residents and businesses in McLean County. Through this program, the EAC issued a request for proposals (RFP) to select a certified installer for the program who offered solar at a reduced rate to program participants.

Staff from both the City and the Town partnered in this 2016 initiative by reviewing RFP submittals and co-hosting several free public informational sessions at City and Town facilities. The same program occurred again in 2018, and the City and Town partnered in the same manner with the EAC. Through the 2016 and 2018 program years, the community installed over 800kW of solar in McLean County on 60 different properties.

The Ecology Action Center has approached the City and Town with a memorandum of understating (MOU) outlining cooperation for a third solar group buy program scheduled for 2019. The process would be much the same, with City and Town staff working with staff from the EAC to assist with the RFP process and informational sessions. The Normal Town Council approved a MOU with the EAC on March 4, 2019.

Because this partnership will continue progress on the Greenhouse Gas Emissions Inventory Study and further the goals the City's most recent Comprehensive Plan, City staff recommend

approval of the MOU as submitted. If approved, the EAC plans to move ahead with the issuance of an RFP in March.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Ecology Action Center.

FINANCIAL IMPACT: No City funds will be expended as part of this MOU. It is estimated that City staff time in support of this program will not exceed 40 hours during the 2019 program year.

COMMUNITY DEVELOPMENT IMPACT: Comprehensive Plan 2035: Goal: UEW 2- Promote and facilitate energy conservation and alternate energy generation and resources; Objective: UEW-2.1 Reduce municipal and community energy use by at least 20% by 2035 by adopting building codes, feasibly diversifying energy sources and encouraging alternate technologies; Objective: UEW-2.2 Ensure at least 25% of energy use comes from renewable energy sources.

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

Respectfully submitted for Council consideration.

Prepared By: Austin Grammer, Economic Development Coordinator

Reviewed By: Bob Mahrt, Community Development Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- CD 1B MOU EAC 2019 SOLAR PROGRAM

Memorandum of Understanding

This Memorandum of Understanding (the Memorandum) is made on this _____, by and between Ecology Action Center, of 202 W College Ave, Normal, Illinois 61761, hereinafter referred to as The Center and The City of Bloomington, of 109 E. Olive Street, Bloomington, Illinois 61701 hereinafter referred to as The City for the purpose of achieving the various aims and objectives relating to the Grow Solar Bloomington-Normal (the Project).

WHEREAS The Center and The City desire to enter into an agreement in which The Center and The City will work together to complete the Project;

AND WHEREAS The Center and The City are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Grow Solar Bloomington-Normal between The Center and The City.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

a. Services to be rendered by The Center include:

Work with the Midwest Renewable Energy Association and local Advisory Committee to review and release Request for Proposals.

Work with MREA and local Advisory Committee to review and score program proposals and select certified solar installer for the Project.

Promote group solar buy to residents and businesses in Bloomington, Normal, and McLean County in partnership with Midwest Renewable Energy Association (MREA).

Represent the City of Bloomington in promotion of this program.

Coordinate "Solar Power Hour" events to promote participation in group solar buy opportunity.

Leverage Grow Solar Bloomington-Normal promotions for increased energy audit bookings to promote the EAC's existing BN Energy Bright program.

b. Services to be rendered by The City include:

Authorization to use the City of Bloomington name and logo in promoting this program.

Usage of City facilities where practical for hosting of "Solar Power Hour" promotional events.

Assistance with promotion through existing City communication channels, i.e. City website, newsletter, social media, press release, etc.

Assistance with generation of leads for possible program participants or partners.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from March 1, 2019 until December 31, 2019. The term can be extended only by agreement of all of the Partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Illinois.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of the Grow Solar Bloomington-Normal:

Signatories

This Agreement shall be signed on behalf of Ecology Action Center by Michael Brown, Executive Director, and on behalf of City of Bloomington by its designated representative. This Agreement shall be effective as of the date first written above.

Ecology Action Center
By Michael Brown, its Executive Director

City of Bloomington
By Tim Gleason, City Manager



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Professional Services Agreement with Farnsworth Group, Inc., for the Hamilton Road Water Tower Rehabilitation, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Professional Services Agreement be approved, and the City Manager and Interim City Clerk be authorized to execute necessary documents.

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

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

BACKGROUND: Public Works is recommending the approval of a Professional Services Contract with Farnsworth Group, Inc., for the Hamilton Road Water Tower Rehabilitation, in the amount of \$69,467.22. Farnsworth Group, Inc. performed an inspection in September 2018. The inspection concluded that significant repairs needed to be completed on the Hamilton Road Water Tower. Farnsworth's proposed services include design, bidding assistance, and construction observation services.



The tower, constructed in 1996, is located at 1909 East Hamilton Road. The location is shown on the map on the next page. This is an elevated tank that holds two million gallons of treated water. This tank is used for storage and to augment the City's water pressure throughout the water system.



The Hamilton top entry hatch (right) shows significant corrosion. The deterioration if not repaired could, over time, cause rain water, debris and/or animals to infiltrate the tank. This type of infiltration could contaminate the City's treated water system.

The photos below show the inside roof supports for Hamilton Tank. There is severe corrosion and deterioration to the supports which if not remedied could in the future pose the potential for a catastrophic failure to the structure. This type of failure in the system would be cause for the possibility of a citywide boil order and impact the City's ability to appropriately operate the water system.



2018 Farnsworth Group, Inc.



2018 Farnsworth Group, Inc.



2018 Farnsworth Group, Inc.

Through Resolution 2016-10, the City Council approved a list of pre-qualified vendors for engineering, architectural and land surveying services. Resolution 2016-10 established seven categories of such services and identified qualified vendors to provide such services in each category. City staff reviewed the four firms under the structural category and determined Farnsworth Group, Inc. to be the most qualified firm to do the work.

Based on Farnsworth Group, Inc. selection under RFQ 2016-04 and their experience in the design and construction of elevated water tanks, Farnsworth was asked to submit a proposal for design and construction observation services associated with the Hamilton Road Water Tower Rehabilitation. Farnsworth's proposed Scope of Services and Agreement for Professional Services fee of \$69,467.22 is a not to exceed total. For this specific project, as outlined above, Farnsworth was deemed to be the most qualified and best fit for the work out of the pre-qualified Engineering firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are available in the Water Transmission & Distribution - Other Professional account (50100120-70220). Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on page 122.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment; Objective 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: Aaron Kinder, Supt. of Mechanical Maintenance
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 1B AGREEMENT HAMILTON ROAD WATER TOWER REHABILITATION 03252019



**AGREEMENT FOR PROFESSIONAL SERVICES
COST PLUS FIXED FEE**

This Agreement is effective this _____ day of _____ in the year 2019, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of 2709 McGraw Drive, Bloomington, IL 61704, and the of City of Bloomington, hereinafter referred to as CLIENT, of 109 East Olive, Bloomington, IL 61701.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with the “**City of Bloomington Hamilton Road Water Tower Rehabilitation**” hereinafter referred to as PROJECT.

The scope of construction for this project is generally described as the following:

1. Elevated water storage tank interior and exterior tank and pedestal coatings rehabilitation;
2. The large check valve and solenoid valve within the Control Room are to be removed and replaced with spool pipe, cleaned and painted;
3. Control room pipe coating rehabilitation;
4. Installation of a passive style tank mixing system;
5. Installation of a cathodic protection system (CPS);
6. Replace the existing handrail and antenna mounts with a reinforced perimeter handrail and antenna mounts;
7. Add additional frost-free vent atop roof, replace roof access hatch to wet area;
8. The overflow “gooseneck” within the tank interior wet area is to be replaced with an overflow weir box configuration;
9. Specify the required, associated waste material handling, removal, testing and manifesting; and
10. Tank disinfection.

By this Agreement:

- A. The scope of FARNSWORTH GROUP’s services on the PROJECT is as follows:
 1. Review CLIENT’s and FARNSWORTH GROUP’S existing data, maps, plans and other information pertaining to the PROJECT. CLIENT shall provide such information upon approval of this agreement.
 2. Conduct site visit of the PROJECT location to verify design scope.
 3. Develop a sequence of construction to achieve rehabilitation, disinfection, and testing with minimal interruption of service to customers.
 4. Assist the CLIENT in planning for water distribution system operation without the Hamilton Road Water Tower in service; CLIENT is expected to install new VFDs, motors, system pressure relief valves, and SCADA programming as necessary to maintain service during the construction of the PROJECT. Conduct up to three (3) meetings for the purpose of creating a plan for the water operations during

the PROJECT construction which the CLIENT will implement prior and during construction of the PROJECT. These meetings may occur concurrently with other design phase meetings.

5. Prepare permit documents for the following entities: Illinois Environmental Protection Agency (IEPA) for Construction Permit.
 6. Prepare bidding and construction documents for CLIENT's use in bid letting.
 7. Assist CLIENT with questions from prospective bidder's during the CLIENT's bid letting.
 8. Conduct three (3) Design Phase CLIENT coordination meetings. The first meeting is planned to be an initial project coordination meeting to define and clarify CLIENT's requirements, obtain available data and information, and discuss alternatives and evaluation with City staff. The second meeting is planned to review 50% bid documents with City staff. The third meeting is planned to review 90% bid documents with City staff.
 9. Attend the bid opening and assist with the Award Recommendation letter to the City Council.
 10. Site visits and observation of rehabilitation activities of the Contractor(s) estimated at approximately 33 visits. Abbreviated observation reports and digital pictures will be prepared for each visit to the site.
 11. Periodic progress updates will be provided to the CLIENT.
- B. PROJECT deliverables and estimated schedule for FARNSWORTH GROUP's services on the PROJECT is as follows:
1. Progress submittal (50%) which is to consist of a memo of understanding of the project requirements and meeting with CLIENT staff.
 2. Progress submittal (90%) of bidding documents, and cost opinion to be submitted to CLIENT in Adobe PDF format within 60 days of agreement execution.
 3. Final submittal of bidding documents, cost opinion, and operational plan to be submitted to CLIENT in Adobe PDF format within 30 days of receipt of 90% review comments from CLIENT.
 4. Permit documents to be submitted to CLIENT in Microsoft Word and Adobe PDF format along with final submittal of plans and bidding documents.
- C. General Administration of Construction Contract: Consult with CLIENT and act as CLIENT's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. **Engineer shall have authority to act on behalf of CLIENT in dealings with Contractor** to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
1. Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 2. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project

Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep CLIENT informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
3. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
4. Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
5. Change Orders and Work Change Directives: Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.

6. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, quantities, or procedures of construction or to safety precautions and programs incident thereto.
7. Inspections and Tests: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
8. Disagreements between CLIENT and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by CLIENT or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to CLIENT or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
9. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to CLIENT, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or

quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

10. Contractor's Completion Documents: Receive, review, and transmit to CLIENT maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples and other approved data, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
11. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CLIENT and Contractor, visit the Project to determine if the Work is substantially complete.
12. Additional Tasks: Perform or provide the following additional Construction Phase tasks or deliverables:
 - a. Not used.
13. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
14. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor(s). Subject to the provisions of this agreement, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
15. Limitation of Responsibilities: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the

Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

D. CLIENT agrees to compensate FARNSWORTH GROUP for providing the above scope of services and expenses as follows:

1. Method of Compensation: Cost Plus Fixed Fee

Total Compensation = DL+IHDC+(OH)(DL)+FF+ODC+SBO

Where: FF = Fixed Fee calculated based on 15.0%[DL+R(DL)+OH(DL)+IHDC]

Where: DL = Direct Labor

IHDC = In-House Direct Costs

OH = FARNSWORTH GROUP's Actual Overhead Factor

R = Complexity Factor

ODC = Outside Direct Costs

SBO = Services by Others

2. An amount equal to Direct Labor Costs plus overhead for the services of FARNSWORTH GROUP's personnel engaged directly on the PROJECT of **\$55,775.52** plus Reimbursable Expenses of **\$2,470.00**, plus FARNSWORTH GROUP's Sub-Consultant's charges, if any, of **\$3,000**, plus a Fixed Fee of **\$8,222.10**. The total compensation for services shall be a Maximum Not-to-Exceed amount of **\$69,467.22** based on the Cost Estimate and Man-Hour Breakdown attached as Appendix 1.
3. FARNSWORTH GROUP's Reimbursable Expenses Schedule is attached as Appendix 2.
4. FARNSWORTH GROUP may alter the distribution of compensation between the individual tasks of the work noted to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved by the CLIENT.
5. The total compensation for FARNSWORTH GROUP's services incorporates all labor, overhead, fixed fees, reimbursable expenses, and FARNSWORTH GROUP's Consultant's charges.
6. The portion of the amounts billed for FARNSWORTH GROUP's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the PROJECT during the billing period by FARNSWORTH GROUP's employees plus overhead, Reimbursable Expenses, FARNSWORTH GROUP's Consultant's charges, and the proportionate portion of the Fixed Fee.
7. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
8. Overhead includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes,

workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as a percentage of Direct Labor Costs. Fixed Fee is the lump sum amount paid to FARNSWORTH GROUP by the CLIENT as a margin or profit and will only be adjusted by an amendment to this agreement.

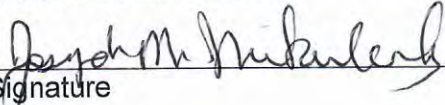
9. Direct Labor Costs and Overhead applied to Direct Labor Costs along with the Maximum Not-to-Exceed Fee will be adjusted annually (as of April 2nd) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.
10. Compensation for Reimbursable Expenses
 - a. CLIENT shall pay FARNSWORTH GROUP for all Reimbursable Expenses at rates set forth in Appendix 2.
 - b. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items in addition to those required in Paragraph A for the scope of services above. In addition, if authorized in advance by the CLIENT, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - c. The amounts payable to FARNSWORTH GROUP for Reimbursable Expenses will be the PROJECT-related internal expenses actually incurred or allocated by FARNSWORTH GROUP, plus all invoiced external Reimbursable Expenses allocable to the PROJECT, the latter multiplied by a factor of 1.10.
 - d. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.
11. Other Provisions Concerning Payment
 - a. Whenever FARNSWORTH GROUP is entitled to compensation for the charges of FARNSWORTH GROUP's Sub-Consultants, those charges shall be the amounts billed by Sub-Consultants to FARNSWORTH GROUP times a factor of 1.10.
 - b. Factors: The external Reimbursable Expenses and FARNSWORTH GROUP's Sub-Consultant's factors include FARNSWORTH GROUP's overhead and profit associated with FARNSWORTH GROUP's responsibility for the administration of such services and costs.
 - c. Compensation Amounts:

- i. FARNSWORTH GROUP's fee amounts that will become payable for specified services are only estimates for planning purposes for establishment of the not-to-exceed maximum fee amount under the Agreement.
 - ii. When compensation amounts have been stated herein and it subsequently becomes apparent to FARNSWORTH GROUP that the total compensation amount thus estimated will be exceeded, FARNSWORTH GROUP shall give the CLIENT notice thereof, allowing the CLIENT to consider its options, including suspension or termination of FARNSWORTH GROUP's services for CLIENT's convenience. Upon notice, the CLIENT and FARNSWORTH GROUP promptly shall review the matter of services remaining to be performed and compensation for such services. The CLIENT shall either exercise its right to suspend or terminate FARNSWORTH GROUP's services for the CLIENT's convenience, agree to such compensation exceeding said maximum fee amount, or agree to a reduction in the remaining services to be rendered by FARNSWORTH GROUP, so that total compensation for such services will not exceed said maximum fee amount when such services are completed. If the CLIENT decides not to suspend FARNSWORTH GROUP's services during negotiations and FARNSWORTH GROUP exceeds the maximum fee amount before the CLIENT and FARNSWORTH GROUP have agreed to an increase in the compensation due FARNSWORTH GROUP or a reduction in the remaining services, then FARNSWORTH GROUP shall be paid for all services rendered hereunder.
- d. To the extent necessary to verify FARNSWORTH GROUP's charges and upon the CLIENT's timely request, FARNSWORTH GROUP shall make copies of such records available to the CLIENT at cost.

The attached General Conditions are incorporated into and made a part of this Agreement.

CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

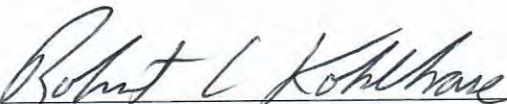
Farnsworth Group, Inc.
FARNSWORTH GROUP


Signature

Joseph M. Mikulecky
Typed Name

Engineering Manager
Title

1/17/2019
Date


Witness Signature (if required)

Robert C. Kohlhasse
Typed Name

Principal
Title

1/18/2019
Date

Joe Mikulecky
Principal Contact Typed Name

jmik@f-w.com, (309) 663-8435, (309) 530-8008
Contact Information (e-mail, phone, etc.)

City of Bloomington
CLIENT

Signature

Typed Name

Title

Date

Witness Signature (if required)

Typed Name

Title

Date

Principal Contact Typed Name

Contact Information (e-mail, phone, etc.)

Date: January, 2019**Client:** City of Bloomington**Project:** Hamilton Road Water Tower Rehabilitation

order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or

hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Standard of Care: Services performed by FARNSWORTH GROUP under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date FARNSWORTH GROUP's services are completed or terminated.

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FARNSWORTH GROUP's services.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH GROUP may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: FARNSWORTH GROUP will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this Agreement. FARNSWORTH GROUP will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: CLIENT or FARNSWORTH GROUP may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH GROUP make normal progress of the work impossible. FARNSWORTH GROUP may suspend work in the event CLIENT does not pay invoices when due, and FARNSWORTH GROUP shall have no liability whatsoever to CLIENT, and

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH GROUP. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH GROUP.

Modification to the Agreement: CLIENT or FARNSWORTH GROUP may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH GROUP's compensation, to which CLIENT and FARNSWORTH GROUP mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

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

Compliance with Law: In the performance of services to be provided hereunder, FARNSWORTH GROUP and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or

CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, **except for cause**, FARNSWORTH GROUP will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH GROUP, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to PROJECT or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and FARNSWORTH GROUP shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in PROJECT.

Personal Liability: It is intended by the parties to this Agreement that FARNSWORTH GROUP's services in connection with the Project shall not subject FARNSWORTH GROUP's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against FARNSWORTH GROUP, an Illinois corporation, and not against any of FARNSWORTH GROUP's individual employees, officers or directors.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH GROUP and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by FARNSWORTH GROUP will be at CLIENT's sole risk, and without liability to FARNSWORTH GROUP, and CLIENT shall indemnify and hold harmless FARNSWORTH GROUP and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FARNSWORTH GROUP to further compensation at rates to be agreed upon by CLIENT and FARNSWORTH GROUP. **Nothing herein, however, shall limit the CLIENT'S right to use the documents for municipal purpose, including but not limited to the CLINET'S right to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction.**

Subcontracting: FARNSWORTH GROUP shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this

Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither FARNSWORTH GROUP nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance **in an amount not less than \$1,000,000 per occurrence**, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. **CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement.** Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH GROUP. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH GROUP is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH GROUP considers reasonable, **but in no case less than \$2,000,000 per occurrence.** Certificates of insurance shall be provided to CLIENT upon request in writing. **CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement.** Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from professional acts by FARNSWORTH GROUP and errors or omissions that exceed the industry standard of care for the services provided. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH GROUP, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH GROUP cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH GROUP's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH GROUP to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH GROUP in performing professional services shall be limited to **the limits of FARNSWORTH GROUP'S applicable insurance limits—fifty thousand dollars (\$50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater ("Limitation").** CLIENT hereby waives

and releases (i) all present and future claims against FARNSWORTH GROUP, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH GROUP in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH GROUP would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this Agreement, (iv) the Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH GROUP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH GROUP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH GROUP performing the services in accordance with the Standard of Care.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH GROUP, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH GROUP, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH GROUP. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than 45 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH GROUP per FARNSWORTH GROUP's then current Schedule of Charges.

Opinions of Cost: Since FARNSWORTH GROUP has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FARNSWORTH GROUP's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but FARNSWORTH GROUP cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

Contingency Fund: ~~CLIENT and FARNSWORTH GROUP acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the Contract Documents and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH GROUP or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.~~

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH GROUP's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH GROUP and/or any subcontractor to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Utilities: CLIENT shall be responsible for designating the location of all **any of CLIENT'S** utility lines and subterranean structures within the property line of PROJECT. CLIENT agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor or other persons encountering **CLIENT controlled** utilities or other **of CLIENT'S** man-made objects that were not called to FARNSWORTH GROUP's attention or which were not properly located on documents furnished to FARNSWORTH GROUP. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH GROUP's and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH GROUP and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH GROUP and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. CLIENT encourages FARNSWORTH GROUP and/or any subcontractor to take any and all measures that in FARNSWORTH GROUP's and/or any subcontractor's professional opinion are justified to preserve and

protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such **reasonable** measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: CLIENT agrees that services performed by FARNSWORTH GROUP and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. FARNSWORTH GROUP and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH GROUP and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH GROUP and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to FARNSWORTH GROUP and/or any subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. FARNSWORTH GROUP and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any Professional Services Agreement - General Conditions

subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental

Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment report are provided at the discretion of the environmental professional for the benefit of the client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for this report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Farnsworth Group, Inc.
PRIME/SUPPLEMENT Prime

DATE 01/21/19
PTB NO. NA

CONTRACT TERM 12 MONTHS
START DATE 4/1/2018
RAISE DATE 4/1/2018

OVERHEAD RATE 181.62%
COMPLEXITY FACTOR 0
% OF RAISE 3.50%

ESCALATION PER YEAR

| |
|---------------------|
| 4/1/2018 - 4/1/2018 |
| $\frac{0}{12}$ |

| |
|---------------------|
| 4/2/2018 - 4/1/2019 |
| $\frac{12}{12}$ |

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= 0.00%

= 1.0350

103.50%

The total escalation for this project would be:

3.50%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Farnsworth Group, Inc. DATE
Prime
NA

01/21/19

ESCALATION FACTOR 3.50%

| CLASSIFICATION | CURRENT RATE | CALCULATED RATE |
|--|--------------|-----------------|
| Principal/Vice President | \$91.02 | \$94.21 |
| Senior Engineering Manager/Senior Land Surveying Manager | \$61.30 | \$63.45 |
| Senior Technical Manager | \$54.70 | \$56.61 |
| Engineering Manager/Land Surveying Manager | \$53.39 | \$55.26 |
| Technical Manager | \$55.14 | \$57.07 |
| Design Manager/Government Affairs Manager | \$49.53 | \$51.26 |
| Senior Project Engineer/Senior Project Land Surveyor | \$46.06 | \$47.67 |
| Senior Project Designer/Systems Integration Manager | \$46.44 | \$48.07 |
| Project Engineer/Project Land Surveyor | \$40.01 | \$41.41 |
| Project Designer/Project Technician | \$39.38 | \$40.76 |
| Senior Engineer/Senior Land Surveyor | \$37.10 | \$38.40 |
| Senior Designer | \$34.51 | \$35.72 |
| Engineer/Land Surveyor | \$33.82 | \$35.00 |
| Designer/Computer Specialist/Lead Technician | \$30.58 | \$31.65 |
| Engineering Intern II | \$32.58 | \$33.72 |
| Chief Technician | \$28.69 | \$29.69 |
| Engineering Intern I | \$27.26 | \$28.22 |
| Administrative Support | \$26.78 | \$27.72 |
| Senior Technician | \$23.78 | \$24.61 |
| Technician II | \$22.61 | \$23.40 |
| Technician I | \$16.66 | \$17.24 |

Subconsultants

FIRM NAME Farnsworth Group, Inc.
 PRIME/SUPPLEMENT Prime
 PSB NO. NA

DATE 01/21/19

| NAME | Direct Labor Total | Contribution to Prime Consultant |
|--------------------------|--------------------|----------------------------------|
| River Valley Engineering | 3,000.00 | 300.00 |
| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| Total | 3,000.00 | 300.00 |

AVERAGE HOURLY PROJECT RATES

FIRM
PSB
PRIME/SUPPLEMENT

Farnsworth Group, Inc.
NA
Prime

DATE 01/21/19

SHEET 1 OF 2

| PAYROLL CLASSIFICATION | AVG HOURLY RATES | TOTAL PROJECT RATES | | | Task 1 | | | Task 2 | | | Task 2A | | | Task 3 | | | Task 4 | | | Task 5 | | | |
|--|------------------------|---------------------|------------|-------------|--------|------------|-------------|--------|------------|-------------|---------|------------|-------------|--------|------------|-------------|--------|------------|-------------|--------|------------|-------------|-------|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | |
| Principal/Vice President | 94.21 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Senior Engineering Manager/Senior Land Surveying Manager | 63.45 | 15 | 4.41% | 2.79 | | | | 15 | 12.30% | 7.80 | 28 | 47.46% | 30.11 | | | | | | | | | | |
| Senior Technical Manager | 56.61 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Engineering Manager/Land Surveying Manager | 55.26 | 215.5 | 63.29% | 34.97 | 8 | 57.14% | 31.58 | 69 | 56.56% | 31.25 | 15 | 25.42% | 16.13 | 6 | 60.00% | 33.16 | 18.5 | 60.66% | 33.52 | | | | |
| Technical Manager | 57.07 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Design Manager/Government Affairs Manager | 51.26 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Senior Project Engineer/Senior Project Land Surveyor | 47.67 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Senior Project Designer/Systems Integration Manager | 48.07 | 0 | | | | | | | | | | | | | | | | | | | 3 | 42.86% | 17.75 |
| Project Engineer/Project Land Surveyor | 41.41 | 3 | 0.88% | 0.36 | | | | | | | | | | | | | | | | | | | |
| Project Designer/Project Technician | 40.76 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Senior Engineer/Senior Land Surveyor | 38.40 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Senior Designer | 35.72 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Engineer/Land Surveyor | 35.00 | 2 | 0.59% | 0.21 | | | | 2 | 1.64% | 0.57 | | | | | | | | | | | | | |
| Designer/Computer Specialist/Lead Technician | 31.65 | 15 | 4.41% | 1.39 | | | | 15 | 12.30% | 3.89 | | | | | | | | | | | | | |
| Engineering Intern II | 33.72 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Chief Technician | 29.69 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Engineering Intern I | 28.22 | 77 | 22.61% | 6.38 | 6 | 42.86% | 12.09 | 15 | 12.30% | 3.47 | 16 | 27.12% | 17.21 | 4 | 40.00% | 11.29 | 10 | 32.79% | 9.25 | 2 | 28.57% | 8.06 | |
| Administrative Support | 27.72 | 13 | 3.82% | 1.06 | | | | 6 | 4.92% | 1.36 | | | | | | | 2 | 6.56% | 1.82 | 2 | 28.57% | 7.92 | |
| Senior Technician | 24.61 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Technician II | 23.40 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Technician I | 17.24 | 0 | | | | | | | | | | | | | | | | | | | | | |
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| | | 0 | | | | | | | | | | | | | | | | | | | | | |
| TOTALS | | 340.5 | 100% | \$47.17 | 14 | 100.00% | \$43.67 | 122 | 100% | \$48.35 | 59 | 100% | \$63.45 | 10 | 100% | \$44.44 | 30.5 | 100% | \$44.59 | 7 | 100% | \$33.73 | |

- Task 1: Kick-off Meeting with Site Visit
- Task 2: Design - Plans & Specs; Structural
- Task 2A: System Operation Planning & Meetings
- Task 3: Meetings; Logo Discussion & Design
- Task 4: Bid Phase Services
- Task 5: Pre-Con and Construction Kick-off Meetings
- Task 6: On Site Observation
- Task 7: Pay Application Processing

AVERAGE HOURLY PROJECT RATES

FIRM
PSB
PRIME/SUPPLEMENT

Farnsworth Group, Inc.
NA
Prime

DATE 01/21/19
SHEET 2 OF 2

| PAYROLL CLASSIFICATION | AVG HOURLY RATES | Task 6 | | | Task 7 | | | Task 8 | | | Task 9 | | | Task 10 | | | Task 11 | | |
|--|------------------------|--------|------------|-------------|--------|------------|-------------|--------|------------|-------------|--------|------------|-------------|---------|------------|-------------|---------|------------|-------------|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg |
| Principal/Vice President | 94.21 | | | | | | | | | | | | | | | | | | |
| Senior Engineering Manager/Senior Land Surveying Manager | 63.45 | | | | | | | | | | | | | | | | | | |
| Senior Technical Manager | 56.61 | | | | | | | | | | | | | | | | | | |
| Engineering Manager/Land Surveying Manager | 55.26 | 108 | 72.00% | 39.79 | 6 | 85.71% | 47.36 | | | | | | | | | | | | |
| Technical Manager | 57.07 | | | | | | | | | | | | | | | | | | |
| Design Manager/Government Affairs Manager | 51.26 | | | | | | | | | | | | | | | | | | |
| Senior Project Engineer/Senior Project Land Surveyor | 47.67 | | | | | | | | | | | | | | | | | | |
| Senior Project Designer/Systems Integration Manager | 48.07 | | | | | | | | | | | | | | | | | | |
| Project Engineer/Project Land Surveyor | 41.41 | | | | | | | | | | | | | | | | | | |
| Project Designer/Project Technician | 40.76 | | | | | | | | | | | | | | | | | | |
| Senior Engineer/Senior Land Surveyor | 38.40 | | | | | | | | | | | | | | | | | | |
| Senior Designer | 35.72 | | | | | | | | | | | | | | | | | | |
| Engineer/Land Surveyor | 35.00 | | | | | | | | | | | | | | | | | | |
| Designer/Computer Specialist/Lead Technician | 31.65 | | | | | | | | | | | | | | | | | | |
| Engineering Intern II | 33.72 | | | | | | | | | | | | | | | | | | |
| Chief Technician | 29.69 | | | | | | | | | | | | | | | | | | |
| Engineering Intern I | 28.22 | 40 | 26.67% | 7.52 | | | | | | | | | | | | | | | |
| Administrative Support | 27.72 | 2 | 1.33% | 0.37 | 1 | 14.29% | 3.96 | | | | | | | | | | | | |
| Senior Technician | 24.61 | | | | | | | | | | | | | | | | | | |
| Technician II | 23.40 | | | | | | | | | | | | | | | | | | |
| Technician I | 17.24 | | | | | | | | | | | | | | | | | | |
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| TOTALS | | 150 | 100% | \$47.68 | 7 | 100% | \$51.32 | 0 | 0% | \$0.00 | 0 | 0% | \$0.00 | 0 | 0% | \$0.00 | 0 | 0% | \$0.00 |

- Task 1: Kick-off Meeting with Site Visit
- Task 2: Design - Plans & Specs; Structural
- Task 2A: System Operation Planning & Meetings
- Task 3: Meetings; Logo Discussion & Design
- Task 4: Bid Phase Services
- Task 5: Pre-Con and Construction Kick-off Meetings
- Task 6: On Site Observation



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Resolution authorizing a Change Order in the amount of \$150,000 to the FY 2019 Utility Maintenance Agreement awarded to George Gildner, Inc. for funding sump pump drain line installations and other storm water improvements, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Resolution authorizing a Change Order be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goals 2. Upgrade City Infrastructure and Facilities and 5. Great Place - Livable, Sustainable City.

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

BACKGROUND: Public Works is recommending a change order, which will add \$150,000.00 to the FY 2019 Utility Maintenance agreement awarded to George Gildner, Inc. on April 23, 2018 (Bid No. 2018-40). The additional funds will be used for sump pump drain line installation projects and other miscellaneous storm water maintenance needs. These projects will address areas that have sump pump lines that discharge water on the ground. The surface discharges of sump pump lines create slippery and hazardous sidewalk and road conditions in the winter months. There are numerous known problem areas



for above ground sump pump discharges (see photo for example). Staff will prioritize the installations based on the severity of the problems and improve the locations with the most surface discharges that create the previously mentioned icy conditions in the winter months. Staff recommends addressing these locations as soon as possible.

Along with storm water maintenance, this agreement includes sanitary sewer, force main, pump station, water main, and other City utility repairs that are not emergencies. The work performed under the Utility Maintenance agreement is beyond the capability of City crews due to the lack of necessary equipment or available staffing.

The FY 2019 Utility Maintenance agreement amount is \$870,000. The Storm Water Fund comprises \$125,000 of the total agreement amount. To date, projects coordinated by staff have paid out approximately \$100,500 of the Storm Water Fund for this agreement, leaving approximately \$24,500 remaining.

In FY 2019, the City budgeted \$150,000 for sump pump drain line installations at various locations throughout the City. After the adoption of the FY 2019 Budget, Public Works crews offered to complete the planned work and, consequently, a project was not let in order to allow time for staff to undertake projects. Public Works experienced a staffing change and encountered higher priority projects that prohibited staff from completing the sump pump drain line work. Staff recommends the work be completed utilizing the funds originally budgeted for this effort. Gildner, Inc. has the capacity to utilize the budgeted funds and improve the areas of concern.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was originally advertised in The Pantagraph on March 22, and March 29, 2018, and a pre-bid meeting was held at 1:30 PM on March 27, 2018, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The funding is proposed to be taken from the Storm Water - Sewer Construction & Improvement account (53103100-72550) which was originally budgeted for the Sump Pump Drainage System Program. Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 150, 244, 324, and 327.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment; Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

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

Respectfully submitted for Council consideration.

| | |
|--------------------------------|---|
| Prepared By: | Wardney F. Snarr, P.E., Project Engineer Michael Hill, Miscellaneous Technical Assistant |
| Reviewed by: | Jim Karch, P.E., MPA, Director of Public Works |
| Finance & Budgetary Review By: | Chris Tomerlin, Budget Manager Scott Rathbun, Finance Director |
| Legal Review By: | Jeffrey R. Jurgens, Corporation Counsel |

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', written over a horizontal line.

Tim Gleason
City Manager

Attachments:

- PW 2B RESOLUTION FY 2019 UTILITY MAINTENANCE AGREEMENT CHANGE ORDER 03252019
- PW 2C AGREEMENT FY 2019 UTILITY MAINTENANCE AGREEMENT CHANGE ORDER 03252019
- PW 2D MEMO (ORIGINAL) FY2019 UTILITY MAINTENANCE CONTRACT CHANGE ORDER 03252019

RESOLUTION NO. 2019 - 11

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$150,000.00 TO THE FY 2019 UTILITY MAINTENANCE AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND GEORGE GILDNER, INC.

WHEREAS, the City of Bloomington has previously authorized an agreement with George Gildner, Inc. for utility maintenance work (FY2019 Utility Maintenance, Bid NO. 2018-40) ; and

WHEREAS, the City has budgeted for the installation of Sump Pump Drain Lines in the FY2019 Capital Improvement Budget; and

WHEREAS, it is desirous to proceed with sump pump drain line installations and other storm water improvements by increasing the contract amount (Purchase Order #20190034) with George Gildner, Inc., through a change order; and

WHEREAS, it is the finding of the City Council that the decision to approve the change order is in the best interest of the City of Bloomington and that the work is germane to the original contract as signed.

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

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to secure the Change Order, and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this 25th day of March 2019.

APPROVED this 26th day of March 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

AGREEMENT

THIS AGREEMENT, Made and entered into this **23rd day of April, 2018**, by and between, **George Gildner, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 22, 2018**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2019 UTILITY MAINTENANCE** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Thursday, April 5, 2018** submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2019 UTILITY MAINTENANCE** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2019 UTILITY MAINTENANCE** 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 **\$870,000.00** 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 EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

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

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

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

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

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

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

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

IT IS EXPRESSLY UNDERSTOOD AND AGREED that 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 City Manager, 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.

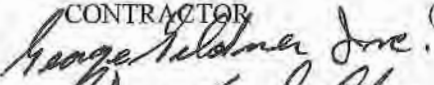

(Seal)

ATTEST

City Clerk

CITY OF BLOOMINGTON
By: 
City Manager

WITNESS:

CONTRACTOR (Seal)


President



REGULAR AGENDA ITEM NO. 9E-B

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Public Works, Water

SUBJECT: Consideration of a Contract, analysis of bids, and unit prices with George Gildner, Inc. for the FY 2019 Utility Maintenance Contract (Bid # 2018-40), as requested by the Public Works and Water Departments.

RECOMMENDATION/MOTION: A Contract and unit prices with George Gildner, Inc. be approved for the FY 2019 Utility Maintenance (Bid #2018-40), in an amount up to \$870,000.00, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 5. Great place – livable and sustainable City.

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

BACKGROUND: This contract includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are not emergencies. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the FY 2019 Utility Maintenance contract is \$870,000.00.

Bids for the FY 2019 Utility Maintenance contract were received until 2:00 p.m. Thursday, April 5, 2018 in the office of the City Clerk. Three bids were received and opened in the Legal Conference Room. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

| <u>(Bid)</u> | |
|-----------------------------|------------------------------|
| George Gildner, Inc. | \$ 708,700.00 Low Bid |
| Stark Excavating, Inc. | \$ 826,043.00 |
| Hoerr Construction, Inc. | \$ 891,640.00 |
| | |
| <u>(Budget)</u> | |
| Storm Water | \$ 125,000.00 |
| Sanitary Sewer | \$ 275,000.00 |
| Water | \$ 470,000.00 |
| Total Budget | \$ 870,000.00 |

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on March 22, and a pre-bid meeting was held at 1:30 PM on March 27, 2018, in the Public Works Department Conference Room.

FINANCIAL IMPACT: Stakeholders can locate this in the FY 2019 Proposed Budget Book titled "Other Funds and Capital Improvement Proposed". The page numbers follow the specific accounts and dollar amounts listed below:

| | |
|---|--------------------|
| Water - Distribution / Pump Station Infrastructure (50100120-70550) | \$100,000 page 91 |
| Water – WTP / Evergreen Lake PS / Mackinaw pump pool (50100130-70550) | \$20,000 page 93 |
| Water - Lake Maintenance- Repair Maint. Infrastructure (50100140-70550) | \$50,000 page 95 |
| Water - Meter Services-Other Capital Imp. (50100150-72620) | \$300,000 page 97 |
| Sanitary Sewer - Repair Maint. Infrastructure (51101100-70550) | \$275,000 page 103 |
| Storm Water - Repair Maint. Infrastructure (53103100-70550) | \$125,000 page 109 |
| Total Contract Award: \$870,000 | |

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, CE II

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 7B BID TABULATION FY2019 Utility Maintenance
- 7C CONTRACT FY2019 Utility Maintenance



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a resolution waiving the technical bidding requirements and approving a contract with Brenntag Mid-South, Inc., as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Resolution Waiving the Technical Bidding Requirements and Approving a Contract with Brenntag Mid-South, Inc. be approved, and the Mayor and Interim City Clerk be authorized to execute the Resolution.

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 manner.

BACKGROUND: Public Works is recommending the approval of a \$71,069.52 contract with Brenntag Mid-South, Inc., in order to purchase cationic polymer and anionic polymer for water treatment purposes.

Each year, staff requests competitive bids for most of the Public Works Department’s annual water treatment chemical needs. However, these bids historically have not included polymers for the water clarification process. The Public Works Department, through years of exhaustive bench testing and actual use at the Water Treatment Plant, have determined which polymers work with the specific water quality desired by our Water Treatment Plant.

The current agreement with Brenntag Mid-South, Inc. expires on April 30, 2019. Staff are requesting that the proposed contract begin May 1, 2019 and extend through April 30, 2020. The quoted prices for both polymers (\$0.84 per pound for cationic polymer and \$1.55 per pound for anionic polymer) include delivery. The current quoted prices and increases are shown below.

| Polymer | Current Rate | Proposed Rate | Percent Increase |
|------------------|------------------|------------------|------------------|
| Cationic Polymer | \$0.75 per pound | \$0.84 per pound | 12.0% Increase |
| Anionic Polymer | \$1.47 per pound | \$1.55 per pound | 5.4% Increase |

The proposed increase in polymer rates is due to the volatility within the oil and polymer markets, which has increased significantly since March of 2017.

Historical average dosages of the cationic and anionic polymers are 12.4 and 4.7 pounds per million gallons of water treated, respectfully. Assuming a relatively dry year with an average rate of 11 million gallons pumped per day, costs would be \$41,820.24 for cationic polymer and \$29,249.28 for anionic polymer for a total annual expenditure of \$71,069.52.

The polymers used by the City are as follows:

| Polymer | Product Name | Typical Dosage |
|------------------|--------------|--------------------------------|
| Cationic Polymer | Robin 120 | ~1.25 - 1.75 parts per million |
| Anionic Polymer | Robin 30A | ~0.25 - 0.50 parts per million |

The City uses two (2) different types of polymers for two (2) different purposes. Both types are extremely critical in removing particles from the reservoir water that is being used. The broad difference between the two (2) polymers is that one (1) polymer has a net positive charge (cationic) and the other has a net negative charge (anionic). The cationic polymer is used to neutralize the net negative surface charges of the particles in the reservoir water, which then collide and stick together in the large groups of particles, (algae, bacteria, silt, possible disease causing organisms, etc.), which settle out as heavier than water particles and are removed during treatment. The anionic polymer improves the settling characteristics of the heavier than water particles and the minerals (hardness) that are removed during the softening process. Both types of polymers are extremely important in assuring that small particles of potential health significance are removed during treatment.

Polymers are, generally, long chains of carbon groups linked together with other functional groups to "connect" the heavier than water particles and precipitated minerals to improve their settling characteristics. Small changes in formulations can have large effects on treatment performance. Characteristics of individual water sources and temperature also affect polymer performance.

Many surface reservoirs in Central Illinois use a variation of a class of polymers called polydiallyldiammonium chloride (polyDADMAC for short). The City uses a low molecular weight version that is currently purchased from Brenntag Mid-South, Inc. The anionic polymer is also purchased from Brenntag Mid-South, Inc. Once a polymer is found that works well for a water source and treatment system, utilities generally stay with the product unless reliability of supply or its raw water or polymer characteristics change to where treatment efficiencies change.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2020 Proposed Budget under the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 85.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment; Objective 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:

Rick Twait, Superintendent of Purification
Brett Lueschen, Operations Manager Water Division

Michael Hill, Miscellaneous Technical Assistant

Reviewed By:

Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By:

Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 3B RESOLUTION POLYMER CHEMICALS 03252019
- PW 3C CONTRACT POLYMER CHEMICALS 03252019
- PW 3D QUOTE POLYMER CHEMICALS 03252019
- PW 3E INSURANCE POLYMER CHEMICALS 03252019

RESOLUTION NO. 2019 - 12

A RESOLUTION WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING A CONTRACT WITH BRENNTAG MID-SOUTH, INC. FOR THE PURCHASE OF CATIONIC POLYMER

WHEREAS, the City of Bloomington Public Works Department must treat raw water with various chemicals, including different types of polymers; and

WHEREAS, the City of Bloomington Public Works Department has conducted exhaustive bench tests on various polymers and found that the polymers supplied by Brenntag Mid-South, Inc., performed at the highest standards and efficiency; and

WHEREAS, that the bidding process be waived, and the City Manager be authorized to Contract with Brenntag Mid-South, Inc., for Cationic Polymer at \$0.84 per pound and Anionic Polymer at \$1.55 per pound; and

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

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to secure the Contract with Brenntag Mid-South, Inc., and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this 25th day of March 2019.

APPROVED this 26th day of March 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

CITY OF BLOOMINGTON
CONTRACT WITH

FOR

THIS AGREEMENT, dated this _____ day of _____, 2019, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: a lump sum amount of \$_____; or the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 5. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of \$4,000,000 for each occurrence, \$4,000,000 in aggregate.

Section 7. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. Compliance with Laws. CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. Prevailing Wage. The following shall apply to this contract:

This contract is not for a "public work" and therefore Prevailing Wage does not apply. *Initial:* _____ (City) _____ (CONTRACTOR)

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Initial: _____ (City) _____ (CONTRACTOR)

Section 11. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Term. The term of this Contract shall be:

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

~~8~~ ~~ane~~ / ~~#~~ year from the date of execution.

~~8~~ ~~fwo~~ / ~~S~~ years from the date of execution.

Other: _____

The Contract shall also be subject to the following renewal terms, if any: _____

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON _____

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

EXHIBIT B
FEES / COMPENSATION

Polymer Pricing

Heidi Bredernitz/Mid-South/Brenntag <HBredernitz@brenntag.com>

Mon 2/25/2019 2:33 PM

To: Joe Darter <jdarter@cityblm.org>

Joe,

Sorry for the delay, see below.

Product: Robin 30A
Package: 2300 lb tote
Price: \$1.55 per lb
Freight: Delivered
BMS item: 952614
Price effective 5/1/2019 thru 4/30/2020

Product: Robin 120
Package: 475 lb drum
Price: \$0.84 per lb
Freight: Delivered
BMS item: 390435
Price effective 5/1/2019 thru 4/30/2020

Thanks,
Heidi

Heidi M Bredernitz

Sales Representative



Brenntag Mid-South

4616 S. Enterprise Drive

Bartonville, IL 61607

Mobile: (270) 869-5342

Phone: (309)697-8400

Fax: (309) 697-9644

Email: hbredernitz@brenntag.com

www.brenntagmid-south.com

NOTICE OF CONFIDENTIAL COMMUNICATION This communication and any subsequent electronic communication relating to this matter, including any attachments, constitute an "electronic communication" within the meaning of the Electronic Communications Privacy Act, 18 U.S.C.A. §2510 or any similar law of any other jurisdiction. In addition, this and any subsequent electronic communication, and any attachments, may be subject to the attorney-client privilege or be considered attorney work product.

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Please note that any views or opinions presented in this communication or any subsequent communication, including any attachments, are solely those of the author or sender and do not necessarily represent those of Brenntag or its affiliated companies. Neither Brenntag nor any of its affiliated companies accepts any liability for any damage caused by any virus transmitted by any email or its attachments.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 CN101263979-*ALL-GAW-19-20 | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; margin-top: 10px;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Insurance Company Of The State Of PA</td> <td>19429</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Insurance Company Of The State Of PA | 19429 | INSURER B : N/A | N/A | INSURER C : N/A | N/A | INSURER D : N/A | N/A | INSURER E : | | INSURER F : | |
|--|---|-------------------------------|--------|--|-------|-----------------|-----|-----------------|-----|-----------------|-----|-------------|--|-------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Insurance Company Of The State Of PA | 19429 | | | | | | | | | | | | | | |
| INSURER B : N/A | N/A | | | | | | | | | | | | | | |
| INSURER C : N/A | N/A | | | | | | | | | | | | | | |
| INSURER D : N/A | N/A | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** CLE-006118752-18 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | |
|---|---|-----------|----------|---------------|-------------------------|-------------------------|--|-------------------------------------|--------------|---|--------------------|------------------------------|-----------|--------------------------------|--------------|-------------------|-----------------------------|------------------------|--------------|--|----|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | GL6634468 | 01/01/2019 | 01/01/2020 | <table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | MED EXP (Any one person) | \$ 10,000 | PERSONAL & ADV INJURY | \$ 1,000,000 | GENERAL AGGREGATE | \$ 1,000,000 | PRODUCTS - COMP/OP AGG | \$ 1,000,000 | | \$ |
| EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ 10,000 | | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY | | | | | | <table style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | COMBINED SINGLE LIMIT (Ea accident) | \$ | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$ | | \$ | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | <table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE | \$ | AGGREGATE | \$ | | \$ | | | | | | | | |
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| AGGREGATE | \$ | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 25%;">PER STATUTE</td> <td style="width: 25%;">OTHER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$</td></tr> </table> | | PER STATUTE | OTHER | E.L. EACH ACCIDENT | | \$ | E.L. DISEASE - EA EMPLOYEE | | \$ | E.L. DISEASE - POLICY LIMIT | | \$ | | |
| | PER STATUTE | OTHER | | | | | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | | \$ | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | | \$ | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | | \$ | | | | | | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CITY OF BLOOMINGTON IS INCLUDED AS ADDITIONAL INSURED ON GENERAL LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT.

| | |
|---|---|
| CERTIFICATE HOLDER CITY OF BLOOMINGTON WATER DEPARTMENT 603 W. DIVISION STREET BLOOMINGTON, IL 61701 | CANCELLATION <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i></p> |
|---|---|



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENT: Community Development

SUBJECT: Consideration of an Ordinance amending Chapter 45 of the Bloomington City Code to require carbon monoxide detectors, as requested by the Community Development Department.

RECOMMENDATION/MOTION: That the Ordinance be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: 4. Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Residents feeling safe in their homes and neighborhoods.

BACKGROUND: The Illinois Carbon Monoxide Alarm Detector Act provides that every residential occupancy in Illinois is required to have at least one carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes. Residential occupancies that do not rely on the burning of fuel for heat, ventilation or hot water; are not connected to a garage; and are not near a source of carbon monoxide are not required to install carbon monoxide detectors. In addition, carbon monoxide alarm detectors are required for all new construction under the International Residential Code 2012 and the International Building Code 2012, both adopted by the City.

Recently, City staff and the Property Maintenance Review Board (PMRB) reviewed ways to improve carbon monoxide compliance with existing residential properties under the Rental Property Inspection Program. As part of that review, the PMRB and City staff are recommending an amendment to the City Code as follows:

Section 704.5 Carbon Monoxide Detectors.

Carbon monoxide detectors shall be installed and maintained in all residential occupancies within fifteen (15) feet of every room used for sleeping purposes in buildings that rely on combustion of fossil fuel for heat, cooking, ventilation or hot water, or that are directly connected to a garage.

The PMRB preliminarily discussed the carbon monoxide detector regulations on January 24, 2019. On February 28, 2019, the PMRB unanimously passed a recommendation in favor of the amendment. In making this recommendation, the PMRB and Community Development staff reviewed the Illinois Carbon Monoxide Alarm Detector Act as well as regulations established by several regional communities in order to develop regulations that best address our community's needs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: On January 24, 2019, the Property Maintenance Review Board preliminarily discussed the carbon monoxide detector regulations. At a Special Meeting on February 28, 2019, the PMRB unanimously passed a recommendation in favor of the amendment by a vote of 5-0.

FINANCIAL IMPACT: Staff anticipates no significant financial impact for administration and enforcement of carbon monoxide detector regulations.

COMMUNITY DEVELOPMENT IMPACT: Comprehensive Plan 2035: Goal: H-1 Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington.

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

Respectfully submitted for Council consideration.

Prepared By: Bob Mahrt, Community Development Director

Reviewed By: Jennifer Toney, Grants Coordinator

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- CD 1B ORDINANCE CARBON MONOXIDE
- CD 1C PROPERTY MAINTENACE REVIEW BOARD MEETING PACKET

ORDINANCE NO. 2019 - 14

AN ORDINANCE AMENDING CHAPTER 45 OF THE BLOOMINGTON CITY CODE TO REQUIRE CARBON MONOXIDE DETECTORS

WHEREAS, as a home-rule municipality, the City of Bloomington has the authority to legislate to protect the public health, safety, and welfare; and

WHEREAS, undetected carbon monoxide can pose a serious risk to public health, safety, and welfare; and

WHEREAS, the Bloomington Property Maintenance Review Board has recommended that the Bloomington Property Maintenance Code be amended to require the presence of carbon monoxide detectors in dwelling units under certain circumstances.

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

SECTION 1. The above recitals are incorporated into this ordinance as though specifically set forth herein.

SECTION 2. That Chapter 45, Article II of the Bloomington City Code is hereby amended by adding Section 704.5 to read as follows:

Section 704.5 Carbon Monoxide Detectors.

Carbon monoxide detectors shall be installed and maintained in all residential occupancies within fifteen (15) feet of every room used for sleeping purposes in buildings that rely on combustion of fossil fuel for heat, cooking, ventilation or hot water, or that are directly connected to a garage.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

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

SECTION 5. This Ordinance shall take effect ten (10) days after its publication as provided by law.

PASSED this 25th day of March 2019.

APPROVED this 26th day of March 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

AGENDA
BLOOMINGTON PROPERTY MAINTENANCE REVIEW BOARD
SPECIAL MEETING - 4:00 P.M.
THURSDAY, FEBRUARY 28, 2019
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET
BLOOMINGTON, ILLINOIS

1. CALL TO ORDER (Chairperson)

2. ROLL CALL (City Staff)

3. PUBLIC COMMENT

A public comment period not to exceed thirty (30) minutes will be held during each Board and Commission meeting, as well as all regularly scheduled City Council meetings, Committee of the Whole meetings, meetings of committees and/or task forces (hereinafter "committees") created by the City Council, work sessions, and special meetings of the City Council. Nothing herein shall prohibit the combination of meetings, at which only one public comment period will be allowed.

Anyone desiring to address the Board, Commission, Committee or City Council, as applicable, must complete a public comment card at least five (5) minutes before the start time of the meeting. Public comment cards shall be made available at the location of the meeting by City staff at least 15 minutes prior to the start time of the meeting. The person must include their name, and any other desired contact information, although said person shall not be required to publicly state their address information. If more than five individuals desire to make a public comment, the order of speakers shall be by random draw. If an individual is not able to speak due to the time limitation and said individual still desires to address the individuals at a future meeting of the same type, said individual shall be entitled to speak first at the next meeting of the same type. (Ordinance No. 2015-46)

4. REGULAR AGENDA

- A.** Consideration, review and action on Amending Chapter 45 of the Bloomington City Code to require Carbon Monoxide Detectors.

5. OLD BUSINESS

6. NEW BUSINESS

7. ADJOURNMENT

For further information contact:

Carey Snedden, Code Enforcement Division Manager

Department of Community Development

Government Center

115 E. Washington Street, Bloomington, IL 61701

Phone: (309) 434-2345 Fax: (309) 434-2801

E-mail: csnedden@cityblm.org



TO: Property Maintenance Review Board
FROM: Bob Mahrt, Community Development Director
DATE: February 28, 2019
RE: Consideration, review and action on Amending Chapter 45 of the Bloomington City Code to require Carbon Monoxide Detectors.

BACKGROUND:

The Property Maintenance Review Board has the authority to make recommendations to the City Council concerning text amendments to Chapter 45 - Property Maintenance Code.

The State of Illinois Carbon Monoxide Alarm Detector Act (the "Act") became effective on January 1, 2007. In general, the Act established that every residential occupancy in Illinois is required to have at least one carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes. Residential occupancies that do not rely on the burning of fuel for heat, ventilation or hot water; are not connected to a garage; and are not near a source of carbon monoxide are not required to install carbon monoxide detectors. While the Act applies statewide, the City of Bloomington does not have the authority to effectively enforce the provisions for existing residential occupancies without adoption of carbon monoxide detector regulations. It should be understood that carbon monoxide alarm detectors are required for new construction under the City adopted International Residential Code 2012 and the International Building Code 2012.

Community Development Staff have reviewed the Act, as well as, regulations established by several regional communities in order to develop regulations that best address our community's needs. The Comparable Communities list provides a general range of example regulations for PMRB consideration. (Please refer to the attached Carbon Monoxide Alarm Detector Act, Statute Interpretation – Office of State Fire Marshall and the Comparable Communities Carbon Monoxide Detector Regulations list).

ITEMS FOR FURTHER DISCUSSION:

1. Regulation Placement: Many communities in Illinois have established carbon monoxide regulations within Chapter 7 Fire Safety Requirements of their adopted ICC Property Maintenance Codes. Community Development Staff recommends this standard practice be considered for the City of Bloomington.

2. Regulation Adoption with/without Exemptions: The Act includes various exemptions for residential occupancies related to burning of fuels and/or connection to a garage. In review of the Comparable Communities list, some communities do not provide exemptions and would appear to require all residential occupancies to include a carbon monoxide detector. In contrast, other communities do provide for the exemptions outlined in the Act. In prior discussions with the PMRB, the Board desired to include exemptions in the potential regulations.

3. Interpretation: While the Act is not explicit on fuel-fired appliances, it is the interpretation of the Community Development Department that any residential occupancy with a fuel-fired appliance (i.e. gas stove, gas fireplace, unvented gas heater) would necessitate the installation of a carbon monoxide detector. This standard is consistent with the IRC 2012 and IBC 2012.

STAFF RECOMMENDATION: That an ordinance amending Chapter 45 of the Bloomington City Code to require Carbon Monoxide Detectors be recommended by the Property Maintenance Review Board for approval by the City Council. (A draft Ordinance is attached for Board review).



Illinois General Assembly

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Public Act 094-0741

[Bill Status](#) [Printer-Friendly Version](#) [PDF](#)

Public Act 094-0741

HB5284 Enrolled

LRB094 17775 LCT 53074 b

AN ACT concerning safety.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 1. Short title. This Act may be cited as the Carbon Monoxide Alarm Detector Act.

Section 5. Definitions. In this Act:

"Approved carbon monoxide alarm" or "alarm" means a carbon monoxide alarm that complies with all the requirements of the rules and regulations of the Illinois State Fire Marshal, bears the label of a nationally recognized testing laboratory, and complies with the most recent standards of the Underwriters Laboratories or the Canadian Standard Association.

"Dwelling unit" means a room or suite of rooms used for human habitation, and includes a single family residence as well as each living unit of a multiple family residence and each living unit in a mixed use building.

Section 10. Carbon monoxide detector.

(a) Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with the respective provisions of the administrative code, reference standards, and departmental rules relating to both smoke detecting devices and carbon monoxide alarms and provided that the combined unit emits an alarm in a manner that clearly differentiates the hazard.

(b) Every structure that contains more than one dwelling unit shall contain at least one approved carbon monoxide alarm in operating condition within 15 feet of every room used for sleeping purposes.

(c) It is the responsibility of the owner of a structure to supply and install all required alarms. It is the responsibility of a tenant to test and to provide general maintenance for the alarms within the tenant's dwelling unit or

rooming unit, and to notify the owner or the authorized agent of the owner in writing of any deficiencies that the tenant cannot correct. The owner is responsible for providing one tenant per dwelling unit with written information regarding alarm testing and maintenance.

The tenant is responsible for replacement of any required batteries in the carbon monoxide alarms in the tenant's dwelling unit, except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the carbon monoxide alarm that have been reported in writing to the owner or the authorized agent of the owner.

(d) The carbon monoxide alarms required under this Act may be either battery powered, plug-in with battery back-up, or wired into the structure's AC power line with secondary battery back-up.

Section 15. Violation.

(a) Willful failure to install or maintain in operating condition any carbon monoxide alarm required by this Act is a Class B misdemeanor.

(b) Tampering with, removing, destroying, disconnecting, or removing the batteries from any installed carbon monoxide alarm, except in the course of inspection, maintenance, or replacement of the alarm, is a Class A misdemeanor in the case of a first conviction and a Class 4 felony in the case of a second or subsequent conviction.

Section 20. Exemptions. The following residential units shall not require carbon monoxide detectors:

(1) A residential unit in a building that: (i) does not rely on combustion of fossil fuel for heat, ventilation, or hot water; (ii) is not connected in any way to a garage; and (iii) is not sufficiently close to any ventilated source of carbon monoxide, as determined by the local building commissioner, to receive carbon monoxide from that source.

(2) A residential unit that is not sufficiently close to any source of carbon monoxide so as to be at risk of receiving carbon monoxide from that source, as determined by the local building commissioner.

Effective Date: 1/1/2007

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OFFICE OF THE STATE FIRE MARSHAL
STATE OF ILLINOIS

Statute, Rule or Standard Policy Interpretation:

Policy Number: O6-FP-001 Carbon Detector Alarm Act Effective Date: October 23, 2006

Title: Carbon Monoxide Detector Alarm Act
Part: 430 ILCS 135
Subpart:
Subpart Title:
Section Number:
Section Title:

Purpose: This instruction provides the agency's technical interpretation of the Carbon Monoxide Detector Alarm Act enacted by PA 094-0741 (430 ILCS 135) and the current administrative rules in effect.

Scope: Effective statewide on January 1, 2007

Current Code: N/A

Policy Interpretation: Approved CO Detector: The detector or combination detector (combined CO and smoke detection) must bear the label of a nationally recognized testing laboratory and shall meet the standard of UL 2034.

Type of CO Detector: The detector may be either a battery powered, plug-in with a battery back-up, or hardwired with a battery back-up.

Occupancies: Any occupancy or structure that has a room used for sleeping.

Location: A detector must be installed within 15' of every room used for sleeping.

Owner's Responsibility: The owner must supply and install the detector and provide written information regarding the detector testing and maintenance to the occupant.

Tenant's Responsibility: The tenant must test, maintain and replace the batteries when needed in the detector. The tenant must notify the owner in writing of any problem and permit the owner access to the detector to correct the problem.

Exemption to the Requirement: An occupancy or structure that meets the following conditions does not need a carbon monoxide detector:

The occupancy or structure does not:

- 1) rely on combustion of fossil fuel to cook, heat, ventilate or produce hot water [see note below];
- 2) is not connected in any way to an *enclosed garage*; and
- 3) is not sufficiently close to any ventilated source of carbon monoxide, as determined by the local building commissioner or authority having jurisdiction, to receive carbon monoxide from that source.

OFFICE OF THE STATE FIRE MARSHAL
STATE OF ILLINOIS

Note. An occupancy or structure that uses a fossil fuel fired boiler to heat the building and/or provide hot water for the entire building is exempt from this statute provided the boiler is located in a separate room that is ventilated to the outside of the building; is not connected by ductwork or ventilation shafts to the other areas of the building; and the building is not connected in any way to an *enclosed garage* or sufficiently close to any ventilated source of carbon monoxide, as determined by the local building commissioner or authority having jurisdiction, to receive carbon monoxide from that source.

Enclosed Garage is a parking structure that is not considered an "Open-Air Parking" structure as defined by NFPA 101 (2000 Edition) Life Safety Code in Section 3.3.197.6. "Open-Air Parking" is a structure used for the parking or storage of motor vehicles that have (1) uniformly distributed openings in exterior walls on not less than two sides totaling not less than 40 percent of the building perimeter, (2) aggregate areas of such openings in exterior walls in each level not less than 20 percent of the total perimeter wall area of each level, and (3) interior wall lines and columns not less than 20 percent open with openings distributed to allow ventilation".

Repealed Date:

Superseded:

COMPARABLE COMMUNITIES

CARBON MONOXIDE DETECTOR REGULATIONS

NORMAL:

Section 704.5 Carbon Monoxide Detectors. (Added Section to ICC PMC 2015)

Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes.

CHAMPAIGN:

Sec. 22-704.5. Carbon monoxide detectors.

Carbon monoxide detectors shall be installed and maintained in all residential occupancies within fifteen (15) feet of every room used for sleeping purposes in buildings that are directly connected to a garage or rely on combustion of fossil fuel for heat, ventilation or hot water.

SPRINGFIELD:

170.11.09. Habitable room requirements for residences.

(a) For all new residential bedrooms and recreation rooms which are created by remodeling an existing residence:

(4) For bedrooms, a carbon monoxide detector is required within 15 feet 0 inches of the bedroom as per state law.

(c) For all existing residential bedrooms:

(4) A carbon monoxide detector is required within 15 feet 0 inches of the bedroom as per state law.

DECATUR:

Section 704.5 Carbon Monoxide Alarm Detectors. (Added Section to ICC PMC 2015)

Definitions: (i) "Approved carbon monoxide alarm" or "alarm" means a carbon monoxide alarm that complies with all the requirements of the rules and regulations of the Illinois State Fire Marshal, bears the label of a nationally recognized testing laboratory, and complies with the most recent standards of the Underwriters Laboratories or the Canadian Standard Association. (ii) Dwelling Unit. A room or suite of rooms used for human habitation, and includes a single family residence as well as each living unit of a multiple family residence and each living unit in a mixed use building. (iii) Section 1. Carbon Monoxide Detector. (a) Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with the respective provisions of the administrative code, reference standards, and departmental rules relating to both smoke detecting devices and carbon monoxide alarms and provided that the combined unit emits an alarm in a manner that clearly differentiates the hazard. (b) Every structure that contains more than one dwelling unit shall contain at least one approved carbon monoxide alarm in operating condition within 15 feet of every room used for sleeping purposes. (c) It is the responsibility of the owner of a structure to supply and install all required alarms. It is the responsibility of a tenant to test and to provide general maintenance for the alarms within the tenant's dwelling unit or rooming unit, and to notify the owner or the authorized agent of the owner in writing of any deficiencies that the tenant cannot correct. The owner is responsible for providing one tenant per dwelling unit the written information regarding alarm testing and maintenance. The tenant is responsible for replacement of any required batteries in the carbon monoxide alarms in the tenant's dwelling unit, except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the carbon monoxide alarm that have been reported in writing to the owner or the authorized agent of the owner. (d) The carbon monoxide alarms required may be either battery powered, plug-in with battery back-up, or wired into the structure's AC power line with secondary battery back-up. Exemptions: The following residential units shall not require carbon monoxide detectors: (1) a residential unit in a building that: (i) does not rely on combustion of fossil fuel for Chapter 70 heat, ventilation, or hot water; (ii) is not connected in any way to a garage; and (iii) is not sufficiently close to any ventilated source of carbon monoxide, as determined by the local building official, to receive carbon monoxide from that source. (2) a residential unit that is not sufficiently close to any source of carbon monoxide so as to be at risk of receiving carbon monoxide from that source, as determined by the local building official.

DRAFT

ORDINANCE NO. 2019 - _____

AN ORDINANCE AMENDING CHAPTER 45 OF THE BLOOMINGTON CITY CODE TO REQUIRE CARBON MONOXIDE DETECTORS

WHEREAS, as a home-rule municipality, the City of Bloomington has the authority to legislate to protect the public health, safety, and welfare; and

WHEREAS, undetected carbon monoxide can pose a serious risk to public health; and

WHEREAS, the Bloomington Property Maintenance Review Board has recommended that the Bloomington Property Maintenance Code be amended to require the presence of carbon monoxide detectors in dwelling units under certain circumstances.

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

Section 1. That Chapter 45, Article II of the Bloomington City Code is hereby amended by adding Section 704.5 to read as follows:

Section 704.5 Carbon Monoxide Detectors.

Carbon monoxide detectors shall be installed and maintained in all residential occupancies within fifteen (15) feet of every room used for sleeping purposes in buildings that rely on combustion of fossil fuel for heat, ventilation or hot water, or that are directly connected to a garage.

Section 2. Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

Section 3. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance shall take effect ten (10) days after its publication as provided by law.

PASSED this ____ day of March, 2019.

APPROVED this ____ day of March, 2019.

APPROVED:

Tari Renner
Mayor

ATTEST:

Leslie Smith-Yocum
Interim City Clerk



CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENTS: Legal; Public Works; and Parks, Recreation, & Cultural Arts Departments

SUBJECT: Consideration of approving a one-year lease extension for Farm #8827 and a new, one-year farm lease for Farm #8425, as requested by the Legal Department.

RECOMMENDATION/MOTION: The 2019 short-term farm leases for Farm #8827 and Farm #8425, be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City of Bloomington owns three (3) properties that are eligible to be leased for farming purposes. Two (2) of the properties are located in McLean County with the third property is located in Woodford County.

At the February 8, 2016, Council Meeting, the Council voted to convert all City farm leases to Cash Rent Leases. Two (2) of the three (3) farms leases expired on February 28, 2019.

Action related to the remaining one (1) property is not required at this time. The remaining property is under contract as a prairie life preserve as part of a federal grant which includes a 50-year term.

Each crop season runs from March 1st to February 28th. The lease terms proposed are for one (1) crop season. Under the model approved by Council in 2016, each year the City considers current market, per acre rates in negotiating annual crop season leases. The City also reserves the right to put the properties out to bid annually should it decide.

For the 2019 crop season, staff recommends that the proposed Cash Rent leases be executed under existing terms for one year. Rental rates are based off averages provided by the National Agricultural Statistical Service, USDA and consider each property's specific crop yield. 2018 farm statistics show a 5% increase in crop production from 2017.

The proposed one-year extension for Farm #8827 will be the third extension granted if approved. For Farm #8425, the previous tenant farmer passed away in the fall of 2018. Since his passing, his wife has decided to not move forward with farming the land in the future. However, a neighboring tenant farmer has come forward with interest in farming the land for the 2019 crop season. He has agreed to the exact terms from the previous lease should the

lease be approved. Due to the crop season starting, staff recommends that a new, one-year lease be executed with the neighboring tenant farmer.

Both leases, if approved, would allow the farms to be farmed for the 2019 crop season only. Staff will then put both farms out to bid this fall. Staff and the proposed farm lessees believe this to be a fair approach.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Parks portion of this revenue of \$9,251.80 is receipted under the Park Dedication-Property Owner Contributions account (24104100-57320). The Water portion of \$4,828.11 is receipted under Water Administration-Other Miscellaneous Revenue account (50100110-57990). Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 44 for Park Dedication and 117 for Water Administration.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Leslie Yocum, Contract Administrator

Reviewed By: Jim Karch, Public Works Director
Jay Tetzloff, Director of Parks, Recreation, & Cultural Arts

Financial & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended By:



Tim Gleason
City Manager

Attachments:

- LGL 1B LEASE FARM #8827
- LGL 1C LEASE FARM #8425

Illinois Fixed Cash Farm Lease (Short Form for One Year)

To use this lease form: Complete two identical copies – one for the Lessor (Landowner) and one for the Lessee (Tenant). Cross out or delete any provisions that are not to become a part of the contract and add any additional provisions that are desired. This lease form is available on the farmdoc website at www.farmdoc.illinois.edu/legal/CashLeaseShortFormDLU14-1201.pdf and www.farmdoc.illinois.edu/legal/CashLeaseShortFormDLU14-1201.doc. A discussion of this form can be found On-Line at <http://farmdocdaily.illinois.edu/2014/11/discussion-of-fixed-cash-lease.html>. Additional leasing information can be found in the Management Section of the farmdoc Website (<http://www.farmdoc.illinois.edu/manage/>). Note: A lease creates and alters legal rights; thus, Landowners and Tenants should strongly consider discussing lease provisions with their respective legal advisors.

Date and names of parties. This lease, bearing the date of October 8, 2015, is between:

Lessor(s) (Insert Landowner's exact name): City of Bloomington,

whose mailing address is 109 East Olive Street, Bloomington, Illinois 61701,

and

Lessee(s) (Insert Tenant's exact name): Paul and Karen Kieser,

whose mailing address is 3410 Fox Creek Road, Bloomington, Illinois 61704,

and whose Social Security Number or Employer Identification Number (if Tenant is an entity other than an individual) is _____.

The parties to this lease agree to the following lease for the land and length of tenure described in Section 1.

SECTION 1. DESCRIPTION OF RENTED LAND AND LENGTH OF TENURE

A. **Description of Land.** The Landowner (Lessor) rents and leases to the Tenant (Lessee), to occupy and to use for agricultural purposes only, the following real estate located in the County of McLean and the State of Illinois, and described as follows: _____

Dale Twp. Sections 13, 14, 23, and 24

commonly know as the Parker Bottom farm and consisting of approximately 66.8 acres, together with all buildings and improvements thereon belonging to the Lessor, except _____.

B. **Length of tenure.** The term of this lease shall be for the 2016 Crop Year, specifically from March 1, 2016, to February 28, 2017. Lessee shall surrender possession at the end of this term or of any extension.* Extensions must be in writing and attached to, and refer to, this lease.

SECTION 2. FIXED CASH RENT

Fixed Cash Rent. Tenant agrees to pay Landowner an annual fixed cash rent in the following amount: \$ 18,503.60 (\$277 per acre)

Cash Rent Installments. The cash rent shall be paid each year in the following amounts on the following dates (identify whether the amount is in Dollars (\$) or a percent (%) of the total): \$9251.80 on 3-1-16; \$9251.80 on 11-1-16; _____ on _____.

SECTION 3. INVESTMENT AND EXPENSES OF LESSOR-OWNER AND LESSEE-TENANT

A. The Lessor-Owner agrees to pay

- (1) Real Estate Taxes on the land and improvements and
- (2) Reasonable costs of soil tests used to monitor the fertility and pH levels of the farmland.

B. The Lessee-Tenant agrees to furnish (1) All the machinery, equipment, labor, fuel, and power necessary to farm the premises, and

- (2) All other annual inputs to the farming operation, including seed, pest and disease treatments, and fertilizers and limestone.

Farmdoc Form: CL-LF 14-1201. Form edited by D. L. Uchtmann, Prof. Emeritus of Agricultural Law, and Gary Schmitkey, Prof. of Farm Management. The editors express appreciation to other colleagues at the University of Illinois and members of the Agricultural Law Section Council of the Illinois State Bar Association for their assistance with this form.

SECTION 4. LESSEE-TENANT'S DUTIES IN OPERATING FARM

A. The Lessee-Tenant agrees:

- 1. To cultivate the farm in a timely, thorough, and businesslike manner, including (a) Preventing, so far as reasonably possible, noxious weeds (defined by Illinois) and other weeds from going to seed and (b) Preventing unnecessary waste, loss, or damage.
- 2. To maintain the soil pH at 6.0 or higher (not to exceed a pH of 6.8) and to maintain soil fertility levels. Lessee-Tenant will apply limestone as appropriate to maintain this minimum pH level and will apply N, P, and K fertilizers at rates that, at a minimum, will replace the net N, P, and K expected to be used by the crops to be grown. (See Section 5, Clause A, for provisions regarding reimbursement of Lessee-Tenant for limestone.)
- 3. To implement soil erosion control practices and other conservation measures as may be necessary to comply with any soil loss standards mandated by the local, state and federal agencies and other conservation compliance requirements of federal farm programs.
- 4. Insurance: For the term of the lease, Lessee-Tenant shall maintain insurance with a carrier acceptable to the Lessor-Owner, insuring Lessee-Tenant while performing on the premises hereunder for the following types and in stated minimum amounts:

Liability Insurance: \$ 1,000,000 per person/\$ 1,000,000 per occurrence
Property Damage: \$ 1,000,000 per occurrence
Workers Compensation: Full Statutory Limits, if applicable

- 5. To fulfill all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.

B. The Lessee-Tenant further agrees, unless written consent of the Lessor-Owner is obtained:

- 1. Not to Assign this lease to any person or sublet any part of the premises herein leased nor to Permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, and
- 2. Not to burn or bury any materials on the farm nor store or dispose of chemicals or empty chemical containers on the property nor enter into any contract, or other business arrangement that alters rights in the Lessor-Owner's security interest, right of entry, default or possession.

C. Other Duties: _____

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES

- A. Owner Reimbursement to Tenant for Limestone.** At the end of this lease term, if the Lessee-Tenant does not remain in possession of the farmland under a new lease or extension, Owner agrees to reimburse the Lessee-Tenant for Lessee-Tenant's "remaining cost" for each application of limestone within the past 4 lease years, this year included. The Lessee-Tenant's "remaining cost" for each application shall be calculated by depreciating the Lessee-Tenant's net cost of each application at the rate of 25 % for each growing season that followed the application. After 4 growing seasons, there is no "remaining cost" to be reimbursed.
- B. Failure to Make Lease Payment.** Failure to make a lease payment by a due date described in Appendix A, or failure to make a payment required by a previous lease between the parties, is a "substantial breach" of this lease (See Section 6.A – Termination and Default).
- C. Data.** Lessee-Tenant shall provide to Lessor-Owner annually (1) All crop production data from this farm, including records substantiating this production, and (2) The product name, amount, date of application and location of application of all pesticides and fertilizers used on the farm. Invoices/Receipts must be specific to the farm unit identified in this lease.
- D. Hunting.** Lessor retains/ the hunting rights to the leased premises (Strike Out if Tennant is to have the hunting rights).
- E. Other Management Provisions:** _____

SECTION 6. DEFAULT, POSSESSION, ATTORNEY FEES, OTHER MATTERS

- A. **Termination upon default.** If either party fails to carry out substantially the terms of this lease, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of 3 days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause B of this section, the reimbursement agreements of Section 5, and any amendments to this lease.
- B. **Yielding possession.** The Lessee-Tenant agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor-Owner without further demand or notice, in as good order and condition as when they were entered upon by the Lessee-Tenant, loss by fire, flood, or tornado, and ordinary wear excepted. If the Lessee-Tenant fails to yield possession, the Lessee-Tenant shall pay to the Lessor-Owner a penalty of \$ 100.00 per day for each day he/she remains in possession thereafter, in addition to any damages caused by the Lessee-Tenant to the Lessor-Owner's land or improvements. These payments shall not entitle the Lessee-Tenant to any interest of any kind in or on the premises.
- C. **Attorney Fees.** All costs and attorney fees of the Lessor-Owner in enforcing collection or performance shall be added to the obligations payable by the Lessee-Tenant.
- D. **Lessor-Owner's right of entry.** The Lessor-Owner reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, work or make repairs or improvements thereon, hunt or shoot firearms, take soil tests, develop mineral resources, and, if the lease term has not been extended and following severance of crops, to conduct fall tillage, make seedings, glean corn, apply fertilizers, and perform any other operation necessary to good farming by the succeeding Lessee-Tenant.
- E. **Lessor-Owner liability.** The Lessee-Tenant acknowledges the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on improvements.

SECTION 7. ADDITIONAL LEASE PROVISIONS

Signatures of parties to lease:

City of Florence Landowner
 By _____ Agent
 _____ Tenant
 _____ Tenant

Attest
 _____ Date
 City Clerk
 _____ Date
 10-22-15 Date
 10-8-15 Date
 10-8-15 Date

Amendments and Extensions to the Lease

(To be completed manually/cannot be completed on-line)

Amendments, alterations, and extensions to this lease may be made in writing in the space below at any time by mutual agreement. The written amendments should be noted on both the Landlord's and Tenant's copies of the lease (complete and sign two identical copies). If the parties fail to agree on a proposed alteration, the existing provisions of the lease shall control operations.

A. Improvements made by the Tenant at the Tenant's own expense. When the Lessor and Tenant agree that the Tenant may make all or part of an improvement (such as buildings, additions to buildings, major repairs, fences, tiling, grain storage, bathrooms, etc.) to the farm at the Tenant's own expense and that the Tenant is to be reimbursed for any costs remaining at the end of the lease or any extensions of the lease, the necessary information shall be recorded in one of the following blanks and, after being duly signed by both parties, it shall become a part of the lease above, and any extensions of the lease, and obligate the Lessor and his or her heirs and assigns to make such reimbursement. Such improvements become the Lessor's property upon completion of the form below. The Lessor thereby assumes the responsibility for property taxes, insurance coverage, and risk of loss. Note: Permanent improvements made by a tenant with an understanding that the owner will reimburse the Tenant if the Tenant leaves the property before the improvement has been fully depreciated is a complicating feature in a lease; both parties should strongly consider discussing such an arrangement with his or her respective attorney before agreeing to such an arrangement.

| Description & location of improvement | Tenant's net cost | Annual rate of depreciation (%) | Date depreciation begins | Signatures and Date Signed |
|---------------------------------------|-------------------|---------------------------------|--------------------------|----------------------------|
| 1. | | | | Lessor: Tenant: |
| 2. | | | | Lessor: Tenant: |
| 3. | | | | Lessor: Tenant: |

B. Other amendments: To be dated, signed and attached to both Landowner's and Tenant's copies of lease (legal counsel may be helpful).

C. Lease Extensions (you can affirm the original Cash Rent, or modify the Cash Rent, in each 1 Year Extension)

| | | |
|---|--|---|
| <p style="text-align: center;">Lease Extension # 1</p> <p>This lease, originally dated <u>Oct. 20</u>, 20<u>15</u>, shall be extended ...</p> <p>From <u>March 1</u>, 20<u>17</u>, To <u>February 28</u>, 20<u>18</u>.</p> <p>At an annual cash rent of \$ <u>18503.60</u></p> <p>Signed (insert date): <u>5-1</u>, 20<u>17</u> Lessor Tenant</p> | <p style="text-align: center;">Lease Extension # 2</p> <p>This lease, originally dated <u>Oct. 20</u>, 20<u>15</u>, shall be extended ...</p> <p>From <u>March 1</u>, 20<u>18</u>, To <u>February 28</u>, 20<u>19</u>.</p> <p>At an annual cash rent of \$ <u>18,503.60</u></p> <p>Signed (insert date): <u>MAR 9</u>, 20<u>18</u> Lessor Tenant</p> | <p style="text-align: center;">Lease Extension # 3</p> <p>This lease, originally dated _____, 20____, shall be extended ...</p> <p>From _____, 20____, To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed: _____, 20____ _____ Lessor _____ Tenant</p> |
|---|--|---|

| | | |
|---|---|---|
| <p style="text-align: center;">Lease Extension # 4</p> <p>This lease, originally dated _____, 20____, shall be extended ...</p> <p>From _____, 20____, To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____ _____ Lessor _____ Tenant</p> | <p style="text-align: center;">Lease Extension # 5</p> <p>This lease, originally dated _____, 20____, shall be extended ...</p> <p>From _____, 20____, To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____ _____ Lessor _____ Tenant</p> | <p style="text-align: center;">Lease Extension # 6</p> <p>This lease, originally dated _____, 20____, shall be extended ...</p> <p>From _____, 20____, To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed: _____, 20____ _____ Lessor _____ Tenant</p> |
|---|---|---|

Illinois Fixed Cash Farm Lease (Short Form for One Year)

To use this lease form: Complete two identical copies – one for the Lessor (Landowner) and one for the Lessee (Tenant). Cross out or delete any provisions that are not to become a part of the contract and add any additional provisions that are desired. This lease form is available on the farmdoc website at www.farmdoc.illinois.edu/legal/CashLeaseShortFormDLU14-1201.pdf and www.farmdoc.illinois.edu/legal/CashLeaseShortFormDLU14-1201.doc. A discussion of this form can be found On-Line at <http://farmdocdaily.illinois.edu/2014/11/discussion-of-fixed-cash-lease.html>. Additional leasing information can be found in the Management Section of the farmdoc Website (<http://www.farmdoc.illinois.edu/manage/>). **Note: A lease creates and alters legal rights; thus, Landowners and Tenants should strongly consider discussing lease provisions with their respective legal advisors.**

Date and names of parties. This lease, bearing the date of _____, 20____, is between:

Lessor(s) (Insert Landowner's exact name): City of Bloomington,
whose mailing address is 109 East Olive Street, Bloomington, Illinois 61701,

and

Lessee(s) (Insert Tenant's exact name): Dan and Brian Kelley,
whose mailing address is 2633 N. Linden St., Normal, Illinois 61761,
and whose Social Security Number or Employer Identification Number (if Tenant is an entity other than an individual) is _____.

The parties to this lease agree to the following lease for the land and length of tenure described in Section 1.

SECTION 1. DESCRIPTION OF RENTED LAND AND LENGTH OF TENURE

A. Description of Land. The Landowner (Lessor) rents and leases to the Tenant (Lessee), to occupy and to use for agricultural purposes only, the following real estate located in the County of McLean and the State of Illinois, and described as follows: PT SW - BEG 923.31' N SW COR, NE2729.37' NW66.86', SW183.50', SW2107.1' S851.56', TO POB or Farm #8425, commonly known as the _____ farm and consisting of approximately 17.43 acres, together with all buildings and improvements thereon belonging to the Lessor, except _____.

B. Length of tenure. The term of this lease shall be for the 2019 Crop Year, specifically from March 26, 2019, to February 28, 2020. Lessee shall surrender possession at the end of this term or of any extension. Extensions must be in writing and attached to, and refer to, this lease.

SECTION 2. FIXED CASH RENT

Fixed Cash Rent. Tenant agrees to pay Landowner an annual fixed cash rent in the following amount: \$ 4828.11 (\$277 per acre)

Cash Rent Installments. The cash rent shall be paid each year in the following amounts on the following dates (identify whether the amount is in Dollars (\$) or a percent (%) of the total): \$2414.05 on 4/1/2019; \$2414.06 on 11/1/2019; _____ on _____;

SECTION 3. INVESTMENT AND EXPENSES OF LESSOR-OWNER AND LESSEE-TENANT

A. The Lessor-Owner agrees to pay

- (1) Real Estate Taxes on the land and improvements and
- (2) Reasonable costs of soil tests used to monitor the fertility and pH levels of the farmland.

B. The Lessee-Tenant agrees to furnish (1) All the machinery, equipment, labor, fuel, and power necessary to farm the premises, and

- (2) All other annual inputs to the farming operation, including seed, pest and disease treatments, and fertilizers and limestone.

Farmdoc Form: CL-LF 14-1201. Form edited by D. L. Uchtmann, Prof. Emeritus of Agricultural Law, and Gary Schnitkey, Prof. of Farm Management. The editors express appreciation to other colleagues at the University of Illinois and members of the Agricultural Law Section Council of the Illinois State Bar Association for their assistance with this form.

SECTION 4. LESSEE-TENANT'S DUTIES IN OPERATING FARM

A. The Lessee-Tenant agrees:

1. To cultivate the farm in a timely, thorough, and businesslike manner, including (a) Preventing, so far as reasonably possible, noxious weeds (defined by Illinois) and other weeds from going to seed and (b) Preventing unnecessary waste, loss, or damage.
2. To maintain the soil pH at 6.0 or higher (not to exceed a pH of 6.8) and to maintain soil fertility levels. Lessee-Tenant will apply limestone as appropriate to maintain this minimum pH level and will apply N, P, and K fertilizers at rates that, at a minimum, will replace the net N, P, and K expected to be used by the crops to be grown. (See Section 5, Clause A, for provisions regarding reimbursement of Lessee-Tenant for limestone.)
3. To implement soil erosion control practices and other conservation measures as may be necessary to comply with any soil loss standards mandated by the local, state and federal agencies and other conservation compliance requirements of federal farm programs.
4. Insurance: For the term of the lease, Lessee-Tenant shall maintain insurance with a carrier acceptable to the Lessor-Owner, insuring Lessee-Tenant while performing on the premises hereunder for the following types and in stated minimum amounts:

Liability Insurance: \$ 1,000,000 per person/\$ 1,000,000 per occurrence

Property Damage: \$ 1,000,000 per occurrence

Workers Compensation: Full Statutory Limits, if applicable

5. To fulfill all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.

B. The Lessee-Tenant further agrees, unless written consent of the Lessor-Owner is obtained:

1. Not to Assign this lease to any person or sublet any part of the premises herein leased nor to Permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, and
2. Not to burn or bury any materials on the farm nor store or dispose of chemicals or empty chemical containers on the property nor enter into any contract, or other business arrangement that alters rights in the Lessor-Owner's security interest, right of entry, default or possession.

C. Other Duties: _____

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES

- A. Owner Reimbursement to Tenant for Limestone.** At the end of this lease term, if the Lessee-Tenant does not remain in possession of the farmland under a new lease or extension, Owner agrees to reimburse the Lessee-Tenant for Lessee-Tenant's "remaining cost" for each application of limestone within the past _____ lease years, this year included. The Lessee-Tenant's "remaining cost" for each application shall be calculated by depreciating the Lessee-Tenant's net cost of each application at the rate of ____% for each growing season that followed the application. After _____ growing seasons, there is no "remaining cost" to be reimbursed.
- B. Failure to Make Lease Payment.** Failure to make a lease payment by a due date described in Appendix A, or failure to make a payment required by a previous lease between the parties, is a "substantial breach" of this lease (See Section 6.A – Termination and Default).
- C. Data.** Lessee-Tenant shall provide to Lessor-Owner annually (1) All crop production data from this farm, including records substantiating this production, and (2) The product name, amount, date of application and location of application of all pesticides and fertilizers used on the farm. Invoices/Receipts must be specific to the farm unit identified in this lease.
- D. Hunting.** Lessor retains/ the hunting rights to the leased premises (Strike Out if Tennant is to have the hunting rights).
- E. Other Management Provisions:** _____

SECTION 6. DEFAULT, POSSESSION, ATTORNEY FEES, OTHER MATTERS

- A. Termination upon default.** If either party fails to carry out substantially the terms of this lease, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of 3 days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause B of this section, the reimbursement agreements of Section 5, and any amendments to this lease.
- B. Yielding possession.** The Lessee-Tenant agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor-Owner without further demand or notice, in as good order and condition as when they were entered upon by the Lessee-Tenant, loss by fire, flood, or tornado, and ordinary wear excepted. If the Lessee-Tenant fails to yield possession, the Lessee-Tenant shall pay to the Lessor-Owner a penalty of \$_____ per day for each day he/she remains in possession thereafter, in addition to any damages caused by the Lessee-Tenant to the Lessor-Owner's land or improvements. These payments shall not entitle the Lessee-Tenant to any interest of any kind in or on the premises.
- C. Attorney Fees.** All costs and attorney fees of the Lessor-Owner in enforcing collection or performance shall be added to the obligations payable by the Lessee-Tenant.
- D. Lessor-Owner's right of entry.** The Lessor-Owner reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, work or make repairs or improvements thereon, hunt or shoot firearms, take soil tests, develop mineral resources, and, if the lease term has not been extended and following severance of crops, to conduct fall tillage, make seedings, glean corn, apply fertilizers, and perform any other operation necessary to good farming by the succeeding Lessee-Tenant.
- E. Lessor-Owner liability.** The Lessee-Tenant acknowledges the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on improvements.

SECTION 7. ADDITIONAL LEASE PROVISIONS

Signatures of parties to lease:

| | | | |
|----------|------------------|--|-------------|
| | <i>Landowner</i> | | <i>Date</i> |
| | <i>Landowner</i> | | <i>Date</i> |
| By _____ | <i>Agent</i> | | <i>Date</i> |
| | <i>Tenant</i> | | <i>Date</i> |
| | <i>Tenant</i> | | <i>Date</i> |

Amendments and Extensions to the Lease

(To be completed manually/cannot be completed on-line)

Amendments, alterations, and extensions to this lease may be made in writing in the space below at any time by mutual agreement. The written amendments should be noted on both the Landlord's and Tenant's copies of the lease (complete and sign two identical copies). If the parties fail to agree on a proposed alteration, the existing provisions of the lease shall control operations.

A. Improvements made by the Tenant at the Tenant's own expense. When the Lessor and Tenant agree that the Tenant may make all or part of an improvement (such as buildings, additions to buildings, major repairs, fences, tiling, grain storage, bathrooms, etc.) to the farm at the Tenant's own expense and that the Tenant is to be reimbursed for any costs remaining at the end of the lease or any extensions of the lease, the necessary information shall be recorded in one of the following blanks and, after being duly signed by both parties, it shall become a part of the lease above, and any extensions of the lease, and obligate the Lessor and his or her heirs and assigns to make such reimbursement. Such improvements become the Lessor's property upon completion of the form below. The Lessor thereby assumes the responsibility for property taxes, insurance coverage, and risk of loss. **Note: Permanent improvements made by a tenant with an understanding that the owner will reimburse the Tenant if the Tenant leaves the property before the improvement has been fully depreciated is a complicating feature in a lease; both parties should strongly consider discussing such an arrangement with his or her respective attorney before agreeing to such an arrangement.**

| Description & location of improvement | Tenant's net cost | Annual rate of depreciation (%) | Date depreciation begins | Signatures and Date Signed |
|---------------------------------------|-------------------|---------------------------------|--------------------------|----------------------------|
| 1. | | | | Lessor: |
| | | | | Tenant: |
| 2. | | | | Lessor: |
| | | | | Tenant: |
| 3. | | | | Lessor: |
| | | | | Tenant: |

B. Other amendments: To be dated, signed and attached to both Landowner's and Tenant's copies of lease (legal counsel may be helpful).

C. Lease Extensions (you can affirm the original Cash Rent, or modify the Cash Rent, in each 1 Year Extension)

| Lease Extension # 1 | Lease Extension # 2 | Lease Extension # 3 |
|---|---|---|
| This lease, originally dated _____, 20____, shall be extended . . . From _____, 20____, To _____, 20____. At an annual cash rent of \$ _____ Signed (insert date): _____, 20____ _____ Lessor _____ Tenant | This lease, originally dated _____, 20____, shall be extended . . . From _____, 20____, To _____, 20____. At an annual cash rent of \$ _____ Signed (insert date): _____, 20____ _____ Lessor _____ Tenant | This lease, originally dated _____, 20____, shall be extended . . . From _____, 20____, To _____, 20____. At an annual cash rent of \$ _____ Signed: _____, 20____ _____ Lessor _____ Tenant |

| Lease Extension # 4 | Lease Extension # 5 | Lease Extension # 6 |
|---|---|---|
| This lease, originally dated _____, 20____, shall be extended . . . From _____, 20____, To _____, 20____. At an annual cash rent of \$ _____ Signed (insert date): _____, 20____ _____ Lessor _____ Tenant | This lease, originally dated _____, 20____, shall be extended . . . From _____, 20____, To _____, 20____. At an annual cash rent of \$ _____ Signed (insert date): _____, 20____ _____ Lessor _____ Tenant | This lease, originally dated _____, 20____, shall be extended . . . From _____, 20____, To _____, 20____. At an annual cash rent of \$ _____ Signed: _____, 20____ _____ Lessor _____ Tenant |



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of three (3) Ordinances approving and accepting the dedications of a public storm sewer easements, public water main easements, and sanitary sewer easements and approving associated easement agreements with On Veterans, LLC, On Veterans II, LLC, On Veterans III, LLC and the City of Bloomington, Illinois, as requested by the Public Works Department.

RECOMMENDATION/MOTION: That the three (3) Ordinances be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

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

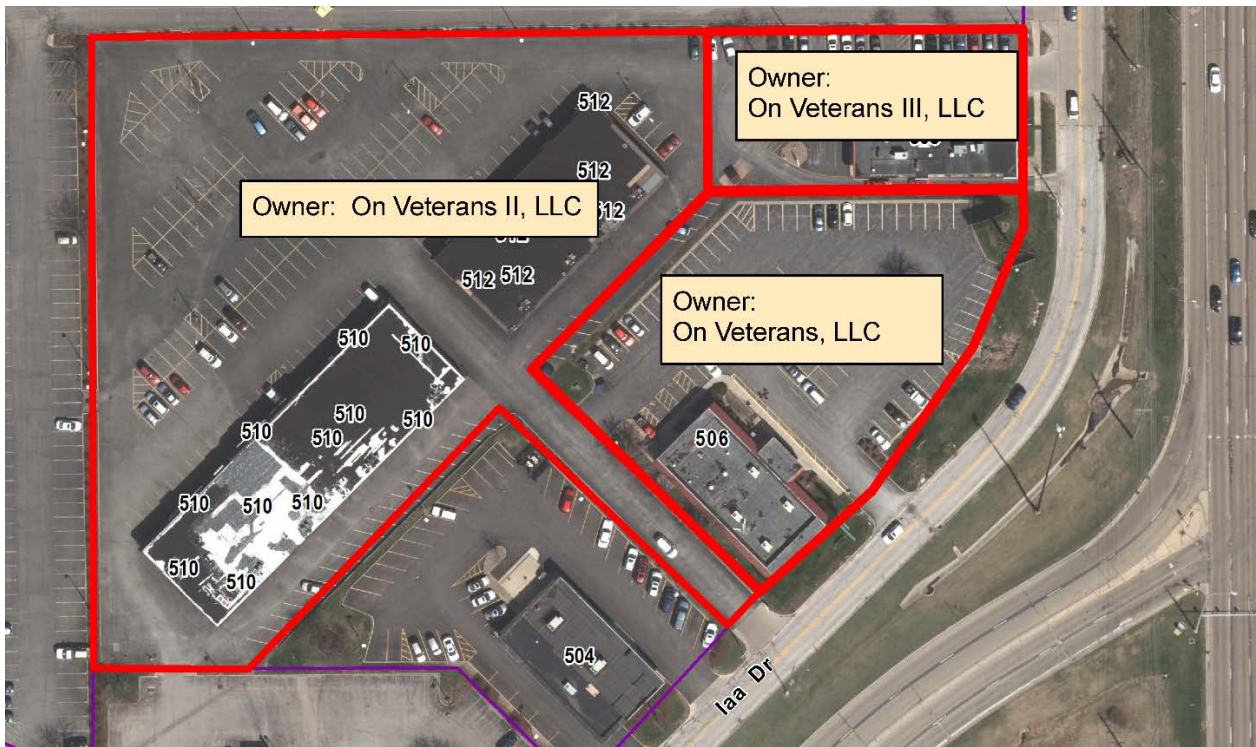
STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses.

BACKGROUND: Public Works is recommending the approval of the three (3) subject ordinances to dedicate easements on three adjoining properties, each owned by a separate entity related to the other two.

- (1) an Ordinance approving and accepting the dedication of a public storm sewer easement, public water main easement, and sanitary sewer easement and approving the associated easement agreement between On Veterans, LLC and the City of Bloomington, Illinois;
- (2) an Ordinance approving and accepting the dedication of a public storm sewer easement, public water main easement, and sanitary sewer easement and approving the associated easement agreement between On Veterans II, LLC and the City of Bloomington, Illinois; and
- (3) an Ordinance approving and accepting the dedication of a public water main easement and a sanitary sewer easement and approving the associated easement agreement between On Veterans III, LLC and the City of Bloomington, Illinois, as requested by the Public Works Department.

Dedication of the easements on the plats is necessary to allow the City to accept the proposed easements for the currently existing water main, sanitary sewer and storm sewer.

A commercial building is proposed for the property owned by On Veterans II, LLC. This commercial building can only connect to the adjacent water main if it is a publicly owned and maintained water main in a dedicated easement.



COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: On Veterans, LLC, On Veterans II, LLC, and On Veterans III, LLC

FINANCIAL IMPACT: On Veterans, LLC, On Veterans II, LLC, and On Veterans III, LLC paid all survey and plat costs.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment; Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents. Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment

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

Respectfully submitted for Council consideration.

Prepared By: Anthony J. Meizelis, P.E., Civil Engineer
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Water/Community Dev. Review By: Katie Simpson, City Planner

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', written over a horizontal line.

Tim Gleason
City Manager

Attachments:

- PW 4B PETITION, AGREEMENT AND PLAT - ON VETERANS LLC On Veterans Easements
- PW 4C ORDINANCE - On Veterans LLC Easements
- PW 4D PETITION, AGREEMENT AND PLAT - ON VETERANS II LLC On Veterans Easements
- PW 4E ORDINANCE - On Veterans II LLC Easements
- PW 4F PETITION, AGREEMENT AND PLAT - ON VETERANS III LLC On Veterans Easements
- PW 4G ORDINANCE - On Veterans III LLC Easements
- PW 4H FINAL PLAT MAP On Veterans Easements

PETITION FOR DEDICATION OF EASEMENTS

To: The Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois.

NOW COMES On Veterans, LLC, a Nebraska limited liability company, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the property located at and commonly referred to as 506 IAA Drive, Bloomington, Illinois and legally described in Exhibit "A", attached hereto and made a part hereof by this reference (the "Property"); and,
2. That your Petitioner seeks approval and ratification of certain Easement Agreement between the Petitioner and the City of Bloomington set forth on Exhibit "B", attached hereto and made a part hereof by this reference; and,
3. That your Petitioner seeks approval and ratification of the dedication of a public storm sewer and a public water main and sanitary sewer easements, as identified on the Easement Agreement.


WHEREFORE, your Petitioner prays that the Easement Agreement be approved and ratified, and the Easements depicted on the Easement Agreement be dedicated and accepted by the City of Bloomington.

Respectfully submitted,

On Veterans, LLC,
a Nebraska limited liability company

By: SCM Management, LLC,
a Nebraska limited liability company,
Manager

By: Sower Capital Management, LLC,
a Nebraska limited liability company,
Sole Member of Manager

By: 

Manager

Exhibit "A"

Property Legal Description

APN/Parcel ID: 14-35-378-007

Address: 506 IAA Drive, Bloomington, Illinois

A part of the Southwest 1/4 of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of a tract of land conveyed to Martin Oil Services, Inc., and Illinois Corporation, recorded march 18, 1954 as Document No. 22235 and shown in Book 628 of Deeds, page 7, McLean County, Illinois, and which corner is also on the North right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in McLean County, Illinois, thence North 87° 47' East 48.70 feet along said north right of way line; thence North 88° 42' East 103.37 feet along said North right of way line; thence North 42° 52' 49" East 380.10 feet (North 42° 54' East 380.18 feet recorded) along the Northwest right of way line of F .A. Route 10 to the point of beginning; From said point of beginning, thence North 47° 06' West 200 feet; thence North 42° 52' 49' East 151.04 feet (North 42° 54' East 151.22 feet recorded); thence North 02° 45' West 12.68 feet (12.36 feet recorded); thence North 87° 15' East 200 feet to said Northwest right of way line; thence South 2° 45' East 24.07 feet (23.93 feet recorded) along said Northwest right of way line; thence South 19' 12' West 80.87 feet along said Northwest right of way line; thence South 32° 57' West 113.20 feet along said Northwest right of way line; thence South 42' 52' 49" West 100.56 feet (South 42' 54' West 100.5 feet+/- recorded)* along said Northwest right of way line to the point of beginning, in McLean County, Illinois.

*Changed from 105.52 feet to 100.5 feet+/- pursuant to ALTA/NSPS Land Title Survey dated July 19, 2016 and made by Illinois Professional Land Surveyor Michael E. Mizeur No. 3638.

Exhibit "B"
Easement Agreement

[see attached]

EASEMENT AGREEMENT

This Easement Agreement is made as of _____, 2019, by and between **On Veterans, LLC**, a Nebraska limited liability company (the "Grantor"), and the **City of Bloomington**, Illinois, a Municipal Corporation (the "City") for certain easements over and through the property legally described on **Appendix A** attached hereto (the "Property"). For and in consideration of TEN AND No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and dedicates unto the City an exclusive (i) twenty foot (20') wide, unencumbered and unobstructed permanent easement for public storm sewer in, on, over, under, through and across a portion of the Property legally described on **Appendix B** attached hereto and depicted and designated as Tract I on **Appendix D** attached hereto (the "Storm Sewer Easement Premises") for the uses and purposes described herein, (ii) ten foot (10') wide, unencumbered and unobstructed permanent easement for public sanitary sewer in, on, over, under, through and across a portion of the Property legally described on **Appendix C** attached hereto and depicted and designated as Tract III on **Appendix D** attached hereto (the "Sanitary Sewer Easement Premises") for the uses and purposes described herein and (iii) unencumbered and unobstructed permanent easement for sixty and fifty-one hundredths square foot (60.51') public water main and sanitary sewer in, on, over, under, through and across a portion of the Property legally described on **Appendix E** attached hereto and depicted and designated as Tract II on **Appendix D** attached hereto (the "Water Main Easement Premises") for the uses and purposes described herein. The Storm Sewer Easement Premises, Sanitary Sewer Easement Premises and Water Main Easement Premises are hereinafter collectively referred to as the "Easement Premises."

The grant of the Easement Premises is subject to the following terms and conditions:

1. Scope of Permanent Easement. The City and the City's agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City shall have a right of entry and access to, on, over, under, through and across the Easement Premises at all times convenient and necessary for purposes of locating, constructing, reconstructing, operating, maintaining, inspecting, accessing, laying, installing, replacing, improving, altering, protecting and repairing a sanitary sewer, storm sewer, main line, water main and water main appurtenances, or pipeline for the transportation of sewage, water and any liquids or substances which can be transported through a pipeline, together with all customary below-ground appurtenant fixtures, facilities and improvements that are necessary or desirable for the operation of the same (collectively, the "City Utility").

2. Removal of Obstructions. The City has the right to trim and/or cut down or eliminate trees, shrubbery, undergrowth, brush or other landscaping, as well as to remove other obstructions or possible hazards, on the Easement Premises to the extent, in the sole judgment of the City, necessary to prevent possible damage to or interference with the efficient, safe or convenient operation of the City Utility, and the right to remove or prevent the construction of any and all buildings, light poles, structures, reservoirs or other obstructions on the Easement Premises which may endanger or interfere with the City's efficient, safe or convenient operation of the City Utility.

3. Restoration of Property. The City will restore the surface and ground disturbed by the City's use of the Easement Premises to substantially the same condition as existed prior to construction of the City Utility, to the extent such prior condition is consistent with the City's permitted use hereunder.

4. Grantor's Use of Property. The Grantor may use for the Grantor's own benefit the Easement Premises for any and all purposes not inconsistent with the City's permitted use of the Easement Premises set forth in this Easement Agreement. Notwithstanding anything contained herein to the contrary, Grantor may not use any part of the Easement Premises in a manner that may damage, destroy, injure, and/or interfere with the City's use of the Easement Premises for the City's permitted uses as specified herein. By way of example and not limitation, Grantor shall not conduct any of the following activities on the Easement Premises without the prior written permission of the City: (1) construct any temporary or permanent building or other structure; (2) drill or operate any well; (3) excavate or remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or other subsurface landscaping. Grantor further agrees that no above or below ground obstruction that may damage, destroy, injure, and/or interfere with the City Utility may be placed, erected, installed or permitted upon the Easement Premises without the prior written permission of the City. If Grantor permits any improvement or other obstruction, whether above or below ground, to be placed in or on the Easement Premises after the date of this Easement Agreement in violation of the terms herein, the City may, without prior notice to Grantor, remove such improvement or other obstruction at any time at the sole expense of Grantor and without the City being liable therefor, and Grantor shall promptly reimburse the City for any and all expenses incurred by the City related thereto. It is expressly acknowledged and understood by each of the parties to this Easement Agreement that remedies at law are or may be inadequate for purposes of enforcement of the provisions of this Easement Agreement and that appropriate action shall include, without in any way limiting other available remedies, the right to equitable relief.

5. Authority and Warranty of Title. Each party executing this Easement Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Easement Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to convey the Easement Premises to the City.

6. Indemnity. The City shall indemnify and hold the Grantor harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused by the City, or the City's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all others acting by or on behalf of the City, in the exercise of the rights granted under this Easement Agreement, except to the extent resulting from Grantor's negligence or intentional misconduct.

The Grantor shall indemnify and hold the City harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused

by the Grantor, or the Grantor's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all others acting by or on behalf of the Grantor on the Easement Premises, except to the extent resulting from the City's negligence or intentional misconduct.

7. Cooperation. The Grantor and the City agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this Easement Agreement, re-grant this Easement Agreement, or as may be necessary or desired for recording purposes.

8. Binding Effect. This Easement Agreement shall inure to the benefit of, and shall be binding upon the Grantor, the Grantor's heirs, successors and assigns, and upon the City and its successors in interest, and shall run with the title to the Property.

9. Governing Law. This Easement Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

10. Effect of Invalidity. In the event that any court of competent jurisdiction determines that any covenant, term or condition of this Easement Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances), nor shall it affect the validity, legality or enforceability of the other covenants, terms and conditions of this Easement Agreement.

11. Entire Agreement. This Easement Agreement represents the entire agreement between the Grantor and the City and supersedes any prior agreements relating to the subject matter of this Easement Agreement. This Easement Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement as of the date first above written.

On Veterans, LLC,
a Nebraska limited liability company

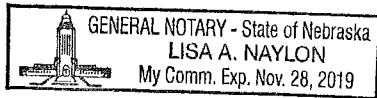
By: SCM Management, LLC, a Nebraska limited liability company, Manager

By: Sower Capital Management, LLC, a Nebraska limited liability company, Sole Member of Manager

By: _____
Manager

STATE OF Nebraska)
COUNTY OF Douglas) ss

The foregoing instrument was acknowledged before me on this 18 day of March, 2019, by Kirk Hanson, Manager of Sower Capital Management, LLC, a Nebraska limited liability company, Sole Member of SCM Management, LLC, a Nebraska limited liability company, as Manager of On Veterans, LLC, a Nebraska limited liability company, on behalf of Grantor.



Lisa A. Naylor
Notary Public

City of Bloomington,
a Municipal Corporation

By: _____

Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019, by _____ of the City of Bloomington, a Municipal corporation, on behalf of the City.

Notary Public

Appendix A
Property Legal Description

APN/Parcel ID: 14-35-378-007

Address: 506 IAA Drive, Bloomington, Illinois

A part of the Southwest 1/4 of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of a tract of land conveyed to Martin Oil Services, Inc., and Illinois Corporation, recorded march 18, 1954 as Document No. 22235 and shown in Book 628 of Deeds, page 7, McLean County, Illinois, and which corner is also on the North right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in McLean County, Illinois, thence North 87° 47' East 48.70 feet along said north right of way line; thence North 88° 42' East 103.37 feet along said North right of way line; thence North 42° 52' 49" East 380.10 feet (North 42° 54' East 380.18 feet recorded) along the Northwest right of way line of F .A. Route 10 to the point of beginning; From said point of beginning, thence North 47° 06' West 200 feet; thence North 42° 52' 49' East 151.04 feet (North 42° 54' East 151.22 feet recorded); thence North 02° 45' West 12.68 feet (12.36 feet recorded); thence North 87° 15' East 200 feet to said Northwest right of way line; thence South 2° 45' East 24.07 feet (23.93 feet recorded) along said Northwest right of way line; thence South 19' 12' West 80.87 feet along said Northwest right of way line; thence South 32° 57' West 113.20 feet along said Northwest right of way line; thence South 42' 52' 49" West 100.56 feet (South 42' 54' West 100.5 feet+/- recorded)* along said Northwest right of way line to the point of beginning, in McLean County, Illinois.

*Changed from 105.52 feet to 100.5 feet+/- pursuant to ALTA/NSPS Land Title Survey dated July 19, 2016 and made by Illinois Professional Land Surveyor Michael E. Mizeur No. 3638.

Appendix B
Public Storm Sewer Easement Premises Legal Description

A part of the SW $\frac{1}{4}$ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a tract of land 20 feet in even width lying 10 feet on each side of the following described centerline to wit: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38"W. 225.00 feet on the west line of said Martin Oil Services tract; thence N.87°-15'-00"E. 99.28 feet; thence N.42°-52'-49"E. 285.41 feet to the Point of Beginning; thence N.88°-07'-01"E. 255.46 feet to the Point of Termination on the westerly right of way line of IAA Drive containing 0.12 acres, more or less, with assumed bearings given for description purposes only.

Appendix C
Sanitary Sewer Easement Premises Legal Description

A part of the SW $\frac{1}{4}$ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38"W. 225.00 feet on the west line of said Martin Oil Services tract; thence N.87°-15'-00"E. 99.28 feet; thence N.42°-52'-49"E. 258.48 feet to the Point of Beginning; thence continuing N.42°-52'-49"E. 157.83 feet; thence S.15°-41'-01"W. 21.88 feet; thence S.42°-52'-49"W. 138.37 feet; thence N.47°-06'-00"W. 10.00 feet to the Point of Beginning containing 0.03 acres, more or less, with assumed bearings given for description purposes only.

Appendix D
Plat of Easement

[see attached]

PLAT OF EASEMENT

PART OF THE SW¼ OF SEC. 35, T.24N, R.2E, 3 P.M.,
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



APPENDIX D

Legal Description Tract I Public Storm Sewer Easement

A part of the SW¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a tract of land 20 feet in even width lying 10 feet on each side of the following described centerline to wit: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38"W. 225.00 feet on the west line of said Martin Oil Services tract; thence N.87°-15'-00"E. 99.28 feet; thence N.42°-52'-49"E. 285.41 feet to the Point of Beginning; thence N.88°-07'-01"E. 255.46 feet to the Point of Termination on the westerly right of way line of IAA Drive containing 0.12 acres, more or less, with assumed bearings given for description purposes only.

OWNER: On Veterans, LLC

Legal Description Tract II Public Water Main and Sanitary Sewer Easement

A part of the SW¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38"W. 225.00 feet on the west line of said Martin Oil Services tract; thence N.87°-15'-00"E. 99.28 feet; thence N.42°-52'-49"E. 409.52 feet to the Point of Beginning; thence N.02°-45'-00"W. 12.68 feet; thence N.87°-15'-00"E. 7.50 feet; thence N.15°-41'-01"W. 8.37 feet; thence S.42°-52'-49"W. 6.78 feet to the Point of Beginning containing 60.51 square feet, more or less, with assumed bearings given for description purposes only.

OWNER: On Veterans, LLC

Legal Description Tract III Public Sanitary Sewer Easement

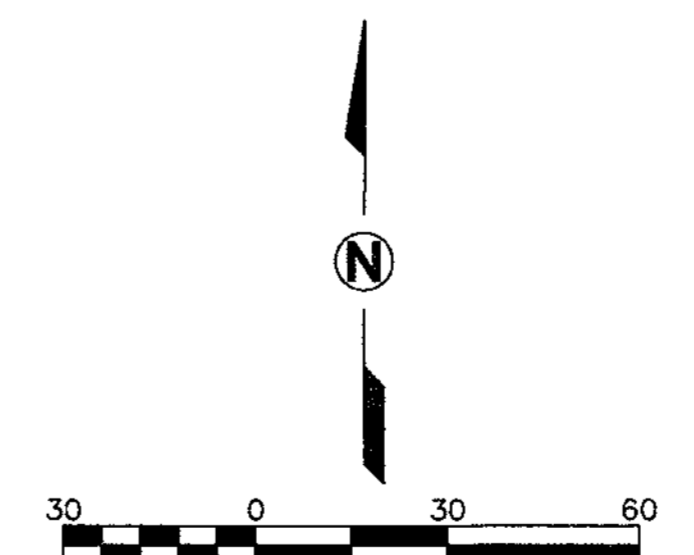
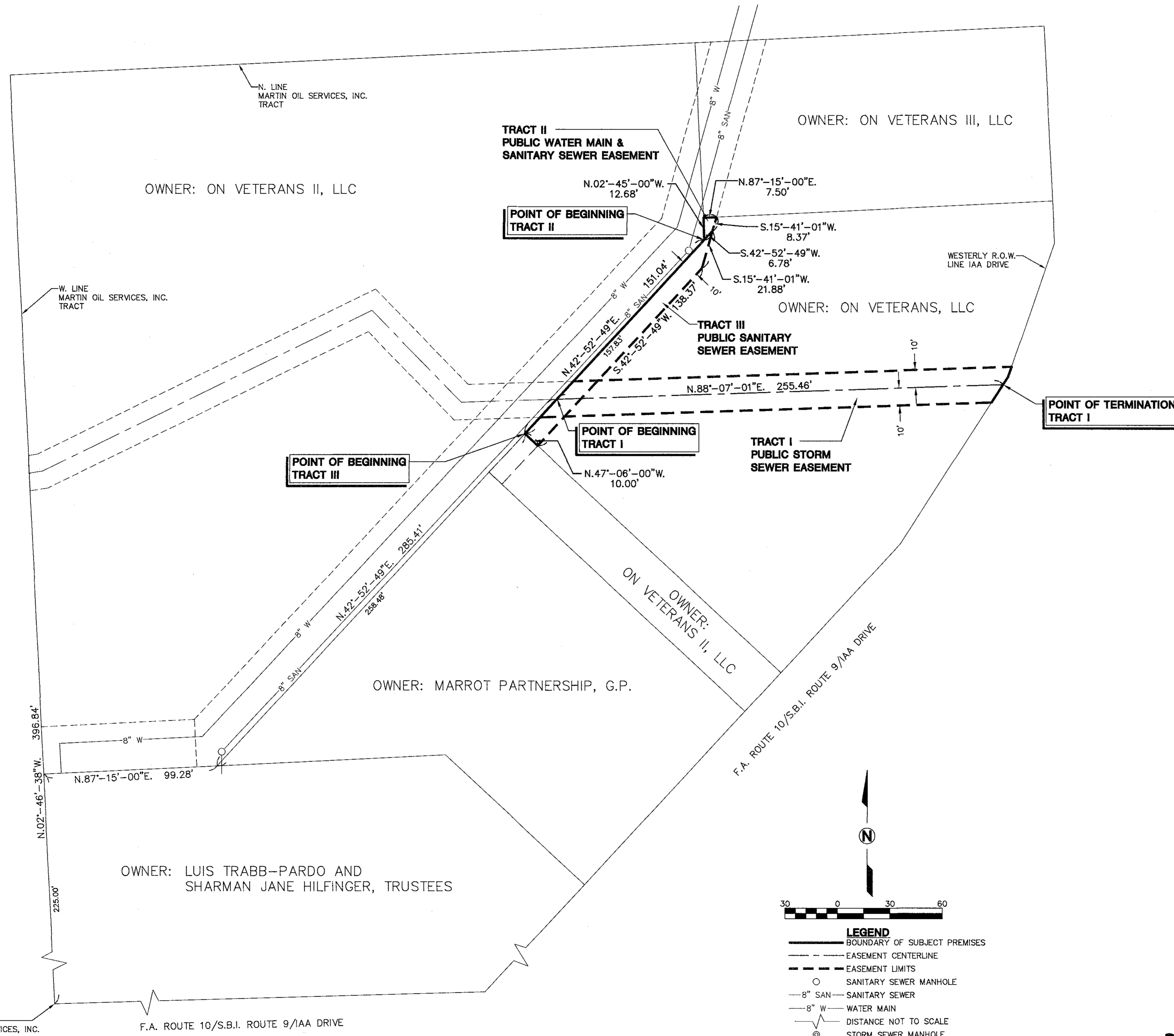
A part of the SW¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38"W. 225.00 feet on the west line of said Martin Oil Services tract; thence N.87°-15'-00"E. 99.28 feet; thence N.42°-52'-49"E. 258.48 feet to the Point of Beginning; thence continuing N.42°-52'-49"E. 157.83 feet; thence S.15°-41'-01"W. 21.88 feet; thence S.42°-52'-49"W. 138.37 feet; thence N.47°-06'-00"W. 10.00 feet to the Point of Beginning containing 0.03 acres, more or less, with assumed bearings given for description purposes only.

OWNER: On Veterans, LLC

Surveyor's Certificate

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that to the best of my knowledge and belief the plat shown hereon is an accurate representation of public storm sewer, public water main and public sanitary sewer easements prepared under my direction for On Veterans, LLC.

2/27/2019
Date
David P. Brown
Illinois Professional Land Surveyor No. 2725
License Expiration 11/30/2020



- LEGEND**
- BOUNDARY OF SUBJECT PREMISES
 - - - EASEMENT CENTERLINE
 - - - EASEMENT LIMITS
 - SANITARY SEWER MANHOLE
 - - - 8" SAN - SANITARY SEWER
 - - - 8" W - WATER MAIN
 - - - DISTANCE NOT TO SCALE
 - ⊙ STORM SEWER MANHOLE

| | | |
|------|----------|-----|
| REV. | 02/11/19 | - |
| | 02/25/19 | - |
| | 03/12/19 | - |
| | | - |
| | | - |
| BK. | | 771 |
| DRN. | | MB |
| DSN. | | |
| APP. | | JTS |

ON VETERANS, LLC
EMPIRE PLAZA
PUBLIC UTILITY EASEMENTS
BLOOMINGTON, ILLINOIS

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #184,00806
505 North Main Street 155 South Elm Street
Bloomington, Illinois 61820 LeRoy, Illinois 61841
Ph. (309) 829-2552 Ph. (309) 962-8151 Ph. (309) 962-2552

Appendix E
Water Main and Sanitary Sewer Easement Premises Legal Description

A part of the SW¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38"W. 225.00 feet on the west line of said Martin Oil Services tract; thence N.87°-15'-00"E. 99.28 feet; thence N.42°-52'-49"E. 409.52 feet to the Point of Beginning; thence N.02°-45'-00"W. 12.68 feet; thence N.87°-15'-00"E. 7.50 feet; thence S.15°-41'-01"W. 8.37 feet; thence S.42°-52'-49"W. 6.78 feet to the Point of Beginning containing 60.51 square feet, more or less, with assumed bearings given for description purposes only.

ORDINANCE NO. 2019 - 15

AN ORDINANCE APPROVING AND ACCEPTING THE DEDICATION OF A PUBLIC STORM SEWER EASEMENT, PUBLIC WATER MAIN EASEMENT, AND SANITARY SEWER EASEMENT AND APPROVING THE ASSOCIATED EASEMENT AGREEMENT BETWEEN ON VETERANS, LLC AND THE CITY OF BLOOMINGTON, ILLINOIS

WHEREAS, On Veterans, LLC is the owner of certain premises legally described on Exhibit A attached hereto; and

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition requesting the approval and acceptance of the dedication of a public storm sewer and public water main and sanitary sewer easements, as identified on the Easement Agreement attached hereto and labeled Exhibit B; and

WHEREAS, said Petition is 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, grant said dedication and enter into said Agreement; and

WHEREAS, it is reasonable and proper to accept said 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 easements as shown on the Plat of Easement dated March 12, 2019, attached as Appendix D of the Easement Agreement attached hereto and labeled Exhibit B, is hereby dedicated and accepted.

SECTION 3. That the Easement Agreement between On Veterans, LLC and the City of Bloomington pertaining to said easement is hereby approved.

SECTION 4. This ordinance shall be effective upon its passage and approval.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of March 2019.

APPROVED this 26th day of March 2019.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, Interim City Clerk

Exhibit "A"
Property Legal Description

APN/Parcel ID: 14-35-378-007

Address: 506 IAA Drive, Bloomington, Illinois

A part of the Southwest 1/4 of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of a tract of land conveyed to Martin Oil Services, Inc., and Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and shown in Book 628 of Deeds, page 7, McLean County, Illinois, and which corner is also on the North right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in McLean County, Illinois, thence North 87° 47' East 48.70 feet along said north right of way line; thence North 88° 42' East 103.37 feet along said North right of way line; thence North 42° 52' 49" East 380.10 feet (North 42° 54' East 380.18 feet recorded) along the Northwest right of way line of F.A. Route 10 to the point of beginning; From said point of beginning, thence North 47° 06' West 200 feet; thence North 42° 52' 49" East 151.04 feet (North 42° 54' East 151.22 feet recorded); thence North 02° 45' West 12.68 feet (12.36 feet recorded); thence North 87° 15' East 200 feet to said Northwest right of way line; thence South 2° 45' East 24.07 feet (23.93 feet recorded) along said Northwest right of way line; thence South 19' 12" West 80.87 feet along said Northwest right of way line; thence South 32° 57' West 113.20 feet along said Northwest right of way line; thence South 42' 52' 49" West 100.56 feet (South 42' 54' West 100.5 feet+/- recorded)* along said Northwest right of way line to the point of beginning, in McLean County, Illinois.

*Changed from 105.52 feet to 100.5 feet+/- pursuant to ALTA/NSPS Land Title Survey dated July 19, 2016 and made by Illinois Professional Land Surveyor Michael E. Mizeur No. 3638.

PETITION FOR DEDICATION OF EASEMENTS

To: The Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois.

NOW COMES On Veterans II, LLC, a Nebraska limited liability company, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the property commonly located at and commonly referred to as 510-512 IAA Drive, Bloomington, Illinois and legally described in Exhibit "A", attached hereto and made a part hereof by this reference (the "Property"); and,
2. That your Petitioner seeks approval and ratification of that certain Easement Agreement between the Petitioner and the City of Bloomington as set forth on Exhibit "B", attached hereto and made a part hereof by this reference; and,
3. That your Petitioner seeks approval and ratification of the dedication of public storm sewer and a public water main and sanitary sewer easements, as identified on the Easement Agreement.

WHEREFORE, your Petitioner prays that the Easement Agreement be approved and ratified, and the Easements depicted on the Easement Agreement be dedicated and accepted by the City of Bloomington.

Respectfully submitted,

On Veterans II, LLC,
a Nebraska limited liability company

By: SCM Management, LLC,
a Nebraska limited liability company,
Manager

By: Sower Capital Management, LLC,
a Nebraska limited liability company,
Sole Member of Manager

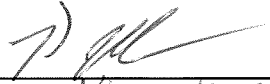
By: 
Name: Kirk Hanson
Its: Manager

Exhibit "A"

Property Legal Description

APN/Parcel ID(s): 14-35-378-005

Address: 510-512 IAA Drive, Bloomington, Illinois

A part of the Southwest 1/4 of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as follows:

Commencing at the Southwest corner of a tract of land conveyed to Martin Oil Service, Inc. recorded March 18, 1954 as Document Number 22235, as shown in Book 628 of Deeds at Page 7, McLean County, Illinois, and which corner is also on the North right of way line of F.A. Route 10 (SBI Route 9), recorded as Document Number 68-5850, McLean County, Illinois; thence North 87 degrees 47 minutes East 48.70 feet along said North right of way line; thence North 88 degrees 42 minutes East 103.37 feet along said North right of way line; thence North 42 degrees 52 minutes 49 seconds East 350.10 feet (North 42 degrees 54 minutes East 350.18 feet recorded) along the Northwest right of way line of said F.A. Route 10 to the point of beginning; From said point of beginning thence North 47 degrees 06 minutes West 200 feet; thence South 42 degrees 52 minutes 49 seconds West 228.48 feet (South 42 degrees 54 minutes West 228.49 feet recorded); thence South 87 degrees 15 minutes West 99.28 feet (99.31 feet recorded) to a point on the West line of said Martin Oil Service, Inc. Tract, which is 226 feet North of the Southwest corner thereof; thence North 02 degrees 46 minutes 38 degrees West 399.06 feet (North 02 degrees 45 minutes West 399 feet recorded) feet along the West line of said Martin Oil Service, Inc. Tract to the Northwest corner thereof; thence North 87 degrees 15 minutes East 392.21 feet (392.15 feet recorded) along the North line of said Martin Oil Service, Inc. Tract; thence South 02 degrees 45 minutes East 112.68 feet (112.36 feet recorded); thence South 42 degrees 52 minutes 49 seconds West 151.04 feet (South 42 degrees 54 minutes West 151.22 feet recorded); thence South 47 degrees 06 minutes East 200 feet to said Northwest right of way line; thence South 42 degrees 52 minutes 49 seconds West (South 42 degrees 54 minutes West recorded) 30 feet along said Northwest right of way line to the point of beginning, in McLEAN COUNTY, ILLINOIS.

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF SAID TRACT AS CREATED BY DECLARATION OF EASEMENTS DATED July 7, 2006 AND RECORDED July 24, 2006 AS DOCUMENT NO. 2006-19822.

Parcel 1:

A part of the Southwest 1/4 of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 20 feet of even width lying 10 feet on each side of the following described centerline to wit:

Commencing at the Northwest corner of a tract of land conveyed to Martin Oil Service, Inc., recorded March 18, 1954 in Book 628 of Deeds at Page 7 in the McLean County Recorder of Deeds Office; thence North 87 degrees 15 minutes 00 seconds East 392.21 feet on the North line of said Martin Oil Service, Inc. tract; thence South 02 degrees 45 minutes 00 seconds East 26.70 feet to the point of beginning; thence North 87 degrees 15 minutes 00 seconds East 200.00 feet parallel with the North line of said Martin Oil Service, Inc. Tract to the Point of Termination on the East line of said Martin Oil Service, Inc. Tract, in McLEAN COUNTY, ILLINOIS.

Parcel 2:

A part of the Southwest 1/4 of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 20 feet of even width lying 10 feet on each side of the following described centerline to wit:

Commencing at the Southwest corner of a tract of land conveyed to Martin Oil Service, Inc., recorded March 18, 1954 in Book 628 of Deeds at Page 7 in the McLean County Recorder of Deeds Office, said point lying on the North right of way line of F.A. Route 10 (SBI Route 9), recorded as Document Number 68-6850 in the McLean County Recorder of Deeds Office; thence North 87 degrees 47 minutes 00 seconds East 38.42 feet on said North right of way line to the point of beginning; thence North 02 degrees 46 minutes 38 seconds West 187.28 feet parallel with the West

line of said Martin Oil Services, Inc. Tract; thence North 11 degrees 53 minutes 18 seconds East 39.36 feet to the Point of Termination, in McLEAN COUNTY, ILLINOIS.

Exhibit "B"
Easement Agreement

[see attached]

EASEMENT AGREEMENT

This Easement Agreement is made as of _____, 2019, by and between **On Veterans II, LLC**, a Nebraska limited liability company (the "Grantor"), and the **City of Bloomington**, Illinois, a Municipal Corporation (the "City") for certain easements over and through the property legally described on **Appendix A** attached hereto (the "Property"). For and in consideration of TEN AND No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and dedicates unto the City an exclusive (i) twenty foot (20') wide, unencumbered and unobstructed permanent easement for public storm sewer in, on, over, under, through and across that portion of the Property legally described on **Appendix B** attached hereto and depicted and designated as Tract IV on **Appendix D** attached hereto (the "Storm Sewer Easement Premises") for the uses and purposes described herein, (ii) ten foot (10') wide, unencumbered and unobstructed permanent easement for public sanitary sewer in, on, over, under, through and across that portion of the Property legally described on **Appendix C** attached hereto and depicted and designated as Tract III on **Appendix D** attached hereto (the "Sanitary Sewer Easement Premises") for the uses and purposes described herein, (iii) an unencumbered and unobstructed permanent easement for public water main in, on, over, under, through and across that portion of the Property legally described on **Appendix E** attached hereto and depicted and designated as Tract I on **Appendix D** attached hereto (the "Water Main Easement Premises"), and (iv) an unencumbered and unobstructed permanent easement for public water main and sanitary sewer in, on, over, under, through and across that portion of the Property legally described on **Appendix E** attached hereto and depicted and designated as Tract II on **Appendix D** (the "Public Water Main and Sanitary Sewer Easement") for the uses and purposes described herein. The Storm Sewer Easement Premises, Sanitary Sewer Easement Premises, Water Main Easement Premises and Public Water Main Sanitary Sewer Easement are hereinafter collectively referred to as the "Easement Premises."

The grant of the Easement Premises is subject to the following terms and conditions:

1. Scope of Permanent Easement. The City and the City's agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City shall have a right of entry and access to, on, over, under, through and across the Easement Premises at all times convenient and necessary for purposes of locating, constructing, reconstructing, operating, maintaining, inspecting, accessing, laying, installing, replacing, improving, altering, protecting and repairing a sanitary sewer, storm sewer, main line, water main and water main appurtenances or pipeline for the transportation of sewage, water and any liquids or substances which can be transported through a pipeline, together with all customary below-ground appurtenant fixtures, facilities and improvements that are necessary or desirable for the operation of the same (collectively, the "City Utility").

2. Removal of Obstructions. The City has the right to trim and/or cut down or eliminate trees, shrubbery, undergrowth, brush or other landscaping, as well as to remove other obstructions or possible hazards, on the Easement Premises to the extent, in the sole judgment of the City, necessary to prevent possible damage to or interference with the efficient, safe or convenient operation of the City Utility, and the right to remove or prevent the construction of any and all buildings, light poles, structures, reservoirs or other obstructions on the Easement Premises which may endanger or interfere with the City's efficient, safe or convenient operation of the City Utility.

3. Restoration of Property. The City will restore the surface and ground disturbed by the City's use of the Easement Premises to substantially the same condition as existed prior to construction of the City Utility, to the extent such prior condition is consistent with the City's permitted use hereunder.

4. Grantor's Use of Property. The Grantor may use for the Grantor's own benefit the Easement Premises for any and all purposes not inconsistent with the City's permitted use of the Easement Premises set forth in this Easement Agreement. Notwithstanding anything contained herein to the contrary, Grantor may not use any part of the Easement Premises in a manner that may damage, destroy, injure, and/or interfere with the City's use of the Easement Premises for the City's permitted uses as specified herein. By way of example and not limitation, Grantor shall not conduct any of the following activities on the Easement Premises without the prior written permission of the City: (1) construct any temporary or permanent building or other structure; (2) drill or operate any well; (3) excavate or remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or other subsurface landscaping. Grantor further agrees that no above or below ground obstruction that may damage, destroy, injure, and/or interfere with the City Utility may be placed, erected, installed or permitted upon the Easement Premises without the prior written permission of the City. If Grantor permits any improvement or other obstruction, whether above or below ground, to be placed in or on the Easement Premises after the date of this Easement Agreement in violation of the terms herein, the City may, without prior notice to Grantor, remove such improvement or other obstruction at any time at the sole expense of Grantor and without the City being liable therefor, and Grantor shall promptly reimburse the City for any and all expenses incurred by the City related thereto. It is expressly acknowledged and understood by each of the parties to this Easement Agreement that remedies at law are or may be inadequate for purposes of enforcement of the provisions of this Easement Agreement and that appropriate action shall include, without in any way limiting other available remedies, the right to equitable relief.

5. Authority and Warranty of Title. Each party executing this Easement Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Easement Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to convey the Easement Premises to the City.

6. Indemnity. The City shall indemnify and hold the Grantor harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused by the City, or the City's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all others acting by or on behalf of the City, in the exercise of the rights granted under this Easement Agreement, except to the extent resulting from Grantor's negligence or intentional misconduct.

The Grantor shall indemnify and hold the City harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused by the Grantor, or the Grantor's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all others acting by or on behalf of the Grantor on the Easement Premises, except to the extent resulting from City's negligence or intentional misconduct.

7. Cooperation. The Grantor and the City agree to cooperate and execute all future

documents, including, but not limited to, any instrument if so requested by either party to confirm this Easement Agreement, re-grant this Easement Agreement, or as may be necessary or desired for recording purposes.

8. Binding Effect. This Easement Agreement shall inure to the benefit of, and shall be binding upon the Grantor, the Grantor's heirs, successors and assigns, and upon the City and its successors in interest, and shall run with the title to the Property.

9. Governing Law. This Easement Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

10. Effect of Invalidity. In the event that any court of competent jurisdiction determines that any covenant, term or condition of this Easement Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances), nor shall it affect the validity, legality or enforceability of the other covenants, terms and conditions of this Easement Agreement.

11. Entire Agreement. This Easement Agreement represents the entire agreement between the Grantor and the City and supersedes any prior agreements relating to the subject matter of this Easement Agreement. This Easement Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement as of the date first above written.

On Veterans II, LLC,
a Nebraska limited liability company

By: SCM Management, LLC, a Nebraska
limited liability company, Manager

By: Sower Capital Management,
LLC, a Nebraska limited liability
company, Sole Member of
Manager

By: [Signature]
Manager

STATE OF Nebraska)
) ss
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on this 18 day of March, 2019, by Kirk Hanson, Manager of Sower Capital Management, LLC, a Nebraska limited liability company, Sole Member of SCM Management, LLC, a Nebraska limited liability company, as Manager of On Veterans II, LLC, a Nebraska limited liability company, on behalf of Grantor.



[Signature]
Notary Public

City of Bloomington,
a Municipal Corporation

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2019, by _____, _____ of the City of Bloomington, a Municipal corporation, on behalf of Grantee.

Notary Public

Appendix A
Property Legal Description

APN/Parcel ID(s): 14-35-378-005

Address: 510-512 IAA Drive, Bloomington, Illinois

A part of the Southwest 1/4 of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as follows:

Commencing at the Southwest corner of a tract of land conveyed to Martin Oil Service, Inc. recorded March 18, 1954 as Document Number 22235, as shown in Book 628 of Deeds at Page 7, McLean County, Illinois, and which corner is also on the North right of way line of F.A. Route 10 (SBI Route 9), recorded as Document Number 68-5850, McLean County, Illinois; thence North 87 degrees 47 minutes East 48.70 feet along said North right of way line; thence North 88 degrees 42 minutes East 103.37 feet along said North right of way line; thence North 42 degrees 52 minutes 49 seconds East 350.10 feet (North 42 degrees 54 minutes East 350.18 feet recorded) along the Northwest right of way line of said F.A. Route 10 to the point of beginning; From said point of beginning thence North 47 degrees 06 minutes West 200 feet; thence South 42 degrees 52 minutes 49 seconds West 228.48 feet (South 42 degrees 54 minutes West 228.49 feet recorded); thence South 87 degrees 15 minutes West 99.28 feet (99.31 feet recorded) to a point on the West line of said Martin Oil Service, Inc. Tract, which is 226 feet North of the Southwest corner thereof; thence North 02 degrees 46 minutes 38 degrees West 399.06 feet (North 02 degrees 45 minutes West 399 feet recorded) feet along the West line of said Martin Oil Service, Inc. Tract to the Northwest corner thereof; thence North 87 degrees 15 minutes East 392.21 feet (392.15 feet recorded) along the North line of said Martin Oil Service, Inc. Tract; thence South 02 degrees 45 minutes East 112.68 feet (112.36 feet recorded); thence South 42 degrees 52 minutes 49 seconds West 151.04 feet (South 42 degrees 54 minutes West 151.22 feet recorded); thence South 47 degrees 06 minutes East 200 feet to said Northwest right of way line; thence South 42 degrees 52 minutes 49 seconds West (South 42 degrees 54 minutes West recorded) 30 feet along said Northwest right of way line to the point of beginning, in McLEAN COUNTY, ILLINOIS.

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF SAID TRACT AS CREATED BY DECLARATION OF EASEMENTS DATED July 7, 2006 AND RECORDED July 24, 2006 AS DOCUMENT NO. 2006-19822.

Parcel 1:

A part of the Southwest 1/4 of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 20 feet of even width lying 10 feet on each side of the following described centerline to wit:

Commencing at the Northwest corner of a tract of land conveyed to Martin Oil Service, Inc., recorded March 18, 1954 in Book 628 of Deeds at Page 7 in the McLean County Recorder of Deeds Office; thence North 87 degrees 15 minutes 00 seconds East 392.21 feet on the North line of said Martin Oil Service, Inc. tract; thence South 02 degrees 45 minutes 00 seconds East 26.70 feet to the point of beginning; thence North 87 degrees 15 minutes 00 seconds East 200.00 feet parallel with the North line of said Martin Oil Service, Inc. Tract to the Point of Termination on the East line of said Martin Oil Service, Inc. Tract, in McLEAN COUNTY, ILLINOIS.

Parcel 2:

A part of the Southwest 1/4 of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 20 feet of even width lying 10 feet on each side of the following described centerline to wit:

Commencing at the Southwest corner of a tract of land conveyed to Martin Oil Service, Inc., recorded March 18, 1954 in Book 628 of Deeds at Page 7 in the McLean County Recorder of Deeds Office, said point lying on the North right of way line of F.A. Route 10 (SBI Route 9), recorded as Document Number 68-6850 in the McLean County Recorder of Deeds Office; thence North 87 degrees 47 minutes 00 seconds East 38.42 feet on said North right of way line to the point of beginning; thence North 02 degrees 46 minutes 38 seconds West 187.28 feet parallel with the West

line of said Martin Oil Services, Inc. Tract; thence North 11 degrees 53 minutes 18 seconds East 39.36 feet to the Point of Termination, in McLEAN COUNTY, ILLINOIS.

Appendix B
Public Storm Sewer Easement Premises Legal Description

A part of the SW $\frac{1}{4}$ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a tract of land 20 feet in even width lying 10 feet on each side of the following described centerline to wit: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38"W. 396.84 feet on the west line of said Martin Oil Services tract to the Point of Beginning; thence N.81°-14'-55"E. 7.78 feet; thence N.64°-02'-21"E. 209.32 feet; thence S.44°-17'-28"E. 73.13 feet; thence N.88°-07'-01"E. 54.77 feet to the Point of Termination containing 0.16 acres, more or less, with assumed bearings given for description purposes only.

Appendix C
Sanitary Sewer Easement Premises Legal Description

A part of the SW¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38"W. 225.00 feet on the west line of said Martin Oil Services tract; thence N.87°-15'-00"E. 99.28 feet; thence N.42°-52'-49"E. 228.48 feet to the Point of Beginning; thence continuing N.42°-52'-49"E. 30.00 feet; thence S.47°-06'-00"E. 10.00 feet; thence S.42°-52'-49"W. 30.00 feet; thence N.47°-06'-00"W. 10.00 feet to the Point of Beginning containing 0.01 acres, more or less, with assumed bearings given for description purposes only.

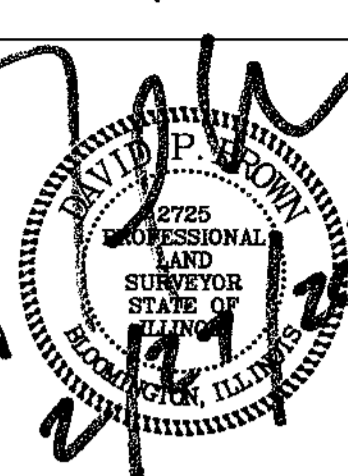
Appendix D
Plat of Easement

[see attached]

PLAT OF EASEMENT

PART OF THE SW¼ OF SEC. 35, T.24N, R.2E, 3 P.M.,
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

LYB
www.lybinc.com



APPENDIX D

Legal Description Tract I Public Water Main Easement

A part of the SW¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38"W. 225.00 feet on the west line of said Martin Oil Services tract to the Point of Beginning; thence continuing N.02°-46'-38"W. 27.01 feet on the west line of said Martin Oil Services tract; thence N.87°-13'-21"E. 87.62 feet; thence S.02°-46'-38"E. 27.05 feet; thence S.87°-15'-00"W. 87.62 feet to the Point of Beginning containing 0.05 acres, more or less, with assumed bearings given for description purposes only.

OWNER: On Veterans II, LLC

Legal Description Tract II Public Water Main and Sanitary Sewer Easement

A part of the SW¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38"W. 225.00 feet on the west line of said Martin Oil Services tract; thence N.87°-15'-00"E. 87.62 feet to the Point of Beginning; thence N.02°-46'-38"W. 27.05 feet; thence N.43°-03'-16"E. 391.28 feet; thence N.15°-41'-00"E. 75.50 feet; thence S.02°-45'-00"E. 85.07 feet; thence S.42°-52'-49"W. 409.52 feet; thence S.87°-15'-00"W. 11.65 feet to the Point of Beginning containing 0.27 acres, more or less, with assumed bearings given for description purposes only.

OWNER: On Veterans II, LLC

Legal Description Tract III Public Sanitary Sewer Easement

A part of the SW¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38"W. 225.00 feet on the west line of said Martin Oil Services tract; thence N.87°-15'-00"E. 99.28 feet; thence N.42°-52'-49"E. 228.48 feet to the Point of Beginning; thence continuing N.42°-52'-49"E. 30.00 feet; thence S.47°-06'-00"E. 10.00 feet; thence S.42°-52'-49"W. 30.00 feet; thence N.47°-06'-00"W. 10.00 feet to the Point of Beginning containing 0.01 acres, more or less, with assumed bearings given for description purposes only.

OWNER: On Veterans II, LLC

Legal Description Tract IV Public Storm Sewer Easement

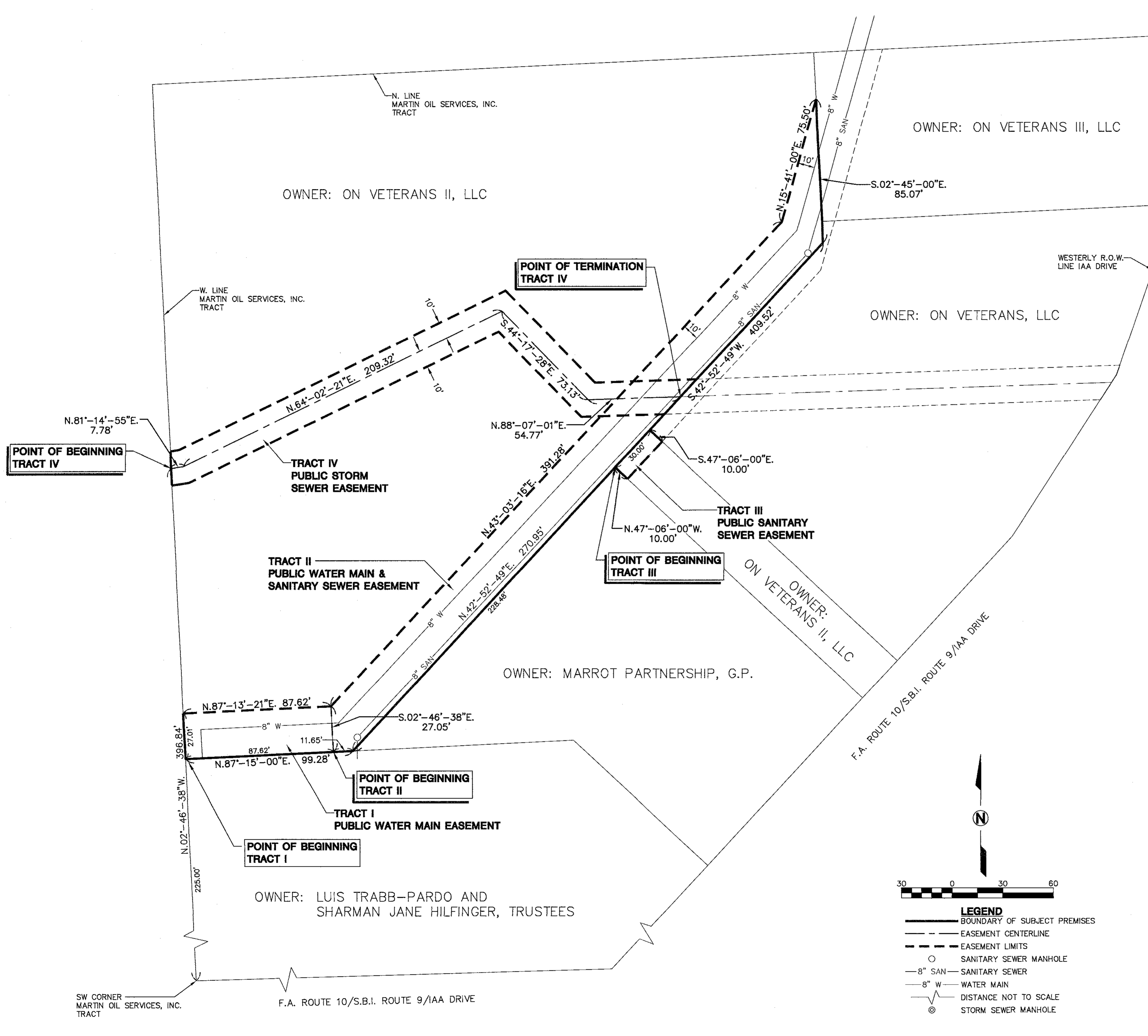
A part of the SW¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a tract of land 20 feet in even width lying 10 feet on each side of the following described centerline to wit: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38"W. 396.84 feet on the west line of said Martin Oil Services tract to the Point of Beginning; thence N.81°-14'-55"E. 7.78 feet; thence N.64°-02'-21"E. 209.32 feet; thence S.44°-17'-28"E. 73.13 feet; thence N.88°-07'-01"E. 54.77 feet to the Point of Termination containing 0.16 acres, more or less, with assumed bearings given for description purposes only.

OWNER: On Veterans II, LLC

Surveyor's Certificate

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that to the best of my knowledge and belief the plat shown hereon is an accurate representation of a public water main, public sanitary sewer and public storm sewer easements prepared under my direction for On Veterans II, LLC.

2/27/2019
Date
David P. Brown
Illinois Professional Land Surveyor No. 2725
License Expiration 11/30/2020



| | | |
|------|----------|-----|
| REV. | 02/11/19 | - |
| | 02/25/19 | - |
| | 03/12/19 | - |
| | - | - |
| | - | - |
| | - | - |
| BK. | | 771 |
| DRN. | | MB |
| DSN. | | |
| APP. | | JTS |

ON VETERANS II, LLC
EMPIRE PLAZA
PUBLIC UTILITY EASEMENTS
BLOOMINGTON, ILLINOIS

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #184,000806
505 North Main Street
Bloomington, Illinois
Ph. (309) 829-2552

SHEET
1
OF: 1
JOB #:
2203.02

Appendix E
Water Main and Sanitary Sewer Easement Premises Legal Description

Tract I (Public Water Main Easement)

A part of the SW¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38"W. 225.00 feet on the west line of said Martin Oil Services tract to the Point of Beginning; thence continuing N.02°-46'-38"W. 27.01 feet on the west line of said Martin Oil Services tract; thence N.87°-13'-21"E. 87.62 feet; thence S.02°-46'-38"E. 27.05 feet; thence S.87°-15'-00"W. 87.62 feet to the Point of Beginning containing 0.05 acres, more or less, with assumed bearings given for description purposes only.

Tract II (Public Water Main and Sanitary Sewer Easement)

A part of the SW¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38"W. 225.00 feet on the west line of said Martin Oil Services tract; thence N.87°-15'-00"E. 87.62 feet to the Point of Beginning; thence N.02°-46'-38"W. 27.05 feet; thence N.43°-03'-16"E. 391.28 feet; thence N.15°-41'-00"E. 75.50 feet; thence S.02°-45'-00"E. 85.07 feet; thence S.42°-52'-49"W. 409.52 feet; thence S.87°-15'-00"W. 11.65 feet to the Point of Beginning containing 0.27 acres, more or less, with assumed bearings given for description purposes only.

ORDINANCE NO. 2019 - 16

AN ORDINANCE APPROVING AND ACCEPTING THE DEDICATION OF A PUBLIC STORM SEWER EASEMENT, PUBLIC WATER MAIN EASEMENT, AND SANITARY SEWER EASEMENT AND APPROVING THE ASSOCIATED EASEMENT AGREEMENT BETWEEN ON VETERANS II, LLC AND THE CITY OF BLOOMINGTON, ILLINOIS

WHEREAS, On Veterans II, LLC is the owner of certain premises legally described on Exhibit A attached hereto; and

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition requesting the approval and accepting of the dedication of a public storm sewer and public water main and sanitary sewer easements, as identified on the Easement Agreement attached hereto and labeled Exhibit B; and

WHEREAS, said Petition is 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, grant said dedication and enter into said Agreement; and

WHEREAS, it is reasonable and proper to accept said 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 easements as shown on the Plat of Easement dated March 12, 2019, attached as Appendix D of the Easement Agreement attached hereto and labeled Exhibit B, is hereby dedicated and accepted.

SECTION 3. That the Easement Agreement between On Veterans II, LLC and the City of Bloomington pertaining to said easement is hereby approved.

SECTION 4. This ordinance shall be effective upon its passage and approval.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of March 2019.

APPROVED this 26th day of March 2019.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, Interim City Clerk

Exhibit "A"
Property Legal Description

APN/Parcel ID(s): 14-35-378-005

Address: 510-512 IAA Drive, Bloomington, Illinois

A part of the Southwest 1/4 of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as follows:

Commencing at the Southwest corner of a tract of land conveyed to Martin Oil Service, Inc. recorded March 18, 1954 as Document Number 22235, as shown in Book 628 of Deeds at Page 7, McLean County, Illinois, and which corner is also on the North right of way line of F.A. Route 10 (SBI Route 9), recorded as Document Number 68-5850, McLean County, Illinois; thence North 87 degrees 47 minutes East 48.70 feet along said North right of way line: thence North 88 degrees 42 minutes East 103.37 feet along said North right of way line: thence North 42 degrees 52 minutes 49 seconds East 350.10 feet (North 42 degrees 54 minutes East 350.18 feet recorded) along the Northwest right of way line of said F.A. Route 10 to the point of beginning: From said point of beginning thence North 47 degrees 06 minutes West 200 feet: thence South 42 degrees 52 minutes 49 seconds West 228.48 feet (South 42 degrees 54 minutes West 228.49 feet recorded); thence South 87 degrees 15 minutes West 99.28 feet (99.31 feet recorded) to a point on the West line of said Martin Oil Service, Inc. Tract, which is 225 feet North of the Southwest corner thereof; thence North 02 degrees 46 minutes 38 degrees West 399.06 feet (North 02 degrees 45 minutes West 399 feet recorded) feet along the West line of said Martin Oil Service, Inc. Tract to the Northwest corner thereof: thence North 87 degrees 15 minutes East 392.21 feet (392.15 feet recorded) along the North line of said Martin Oil Service, Inc. Tract: thence South 02 degrees 45 minutes East 112.68 feet (112.36 feet recorded); thence South 42 degrees 52 minutes 49 seconds West 151.04 feet (South 42 degrees 54 minutes West 151.22 feet recorded); thence South 47 degrees 06 minutes East 200 feet to said Northwest right of way line: thence South 42 degrees 52 minutes 49 seconds West (South 42 degrees 54 minutes West recorded) 30 feet along said Northwest right of way line to the point of beginning, in McLEAN COUNTY, ILLINOIS.

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF SAID TRACT AS CREATED BY
DECLARATION OF EASEMENTS DATED July 7, 2006 AND RECORDED July 24, 2006 AS
DOCUMENT NO. 2006-19822.

Parcel 1:

A part of the Southwest 1/4 of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 20 feet of even width lying 10 feet on each side of the following described centerline to wit:

Commencing at the Northwest corner of a tract of land conveyed to Martin Oil Service, Inc., recorded March 18, 1954 in Book 628 of Deeds at Page 7 in the McLean County Recorder of Deeds Office; thence North 87 degrees 15 minutes 00 seconds East 392.21 feet on the North line of said Martin Oil Service, Inc. tract: thence South 02 degrees 45 minutes 00 seconds East 26.70 feet to the point of beginning; thence North 87 degrees 15 minutes 00 seconds East 200.00 feet parallel with the North line of said Martin Oil Service, Inc. Tract to the Point of Termination on the East line of said Martin Oil Service, Inc. Tract, in McLEAN COUNTY, ILLINOIS.

Parcel 2:

A part of the Southwest 1/4 of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 20 feet of even width lying 10 feet on each side of the following described centerline to wit:

Commencing at the Southwest corner of a tract of land conveyed to Martin Oil Service, Inc., recorded March 18, 1954 in Book 628 of Deeds at Page 7 in the McLean County Recorder of Deeds Office, said point lying on the North right of way line of F.A. Route 10 (SBI Route 9), recorded as Document Number 68-5850 in the McLean County Recorder of Deeds Office; thence North 87 degrees 47 minutes 00 seconds East 38.42 feet on said North right of way line to the point of beginning; thence North 02 degrees 46 minutes 38 seconds West 187.28 feet parallel with the West

line of said Martin Oil Services, Inc. Tract; thence North 11 degrees 53 minutes 18 seconds East 39.36 feet to the Point of Termination, in McLEAN COUNTY, ILLINOIS.

PETITION FOR DEDICATION OF EASEMENTS

To: The Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois.

NOW COMES On Veterans III, LLC, a Nebraska limited liability company, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the property located at and commonly referred to as 508 IAA Drive, Bloomington, Illinois and legally described in Exhibit "A", attached hereto and made a part hereof by this reference ("the Property"); and,
2. That your Petitioner seeks approval and ratification of that certain Easement Agreement between the Petitioner and the City of Bloomington as set forth on Exhibit "B", attached hereto and made a part hereof by this reference; and,
3. That your Petitioner seeks approval and ratification of the dedication of a public water main and sanitary sewer easements, as identified on the Easement Agreement.

WHEREFORE, your Petitioner prays that the Easement Agreement be approved and ratified, and the Easement depicted on the Easement Agreement be dedicated and accepted by the City of Bloomington.

Respectfully submitted,

On Veterans III, LLC,
a Nebraska limited liability company

By: SCM Management, LLC,
a Nebraska limited liability company,
Manager

By: Sower Capital Management, LLC,
a Nebraska limited liability company,
Sole Member of Manager

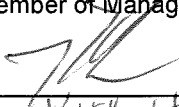
By: 
Name: Kirk Hanson
Its: Manager

Exhibit "A"
Property Legal Description

APN/Parcel ID: 14-35-378-006

Address: 508 IAA Drive, Bloomington, Illinois

A part of the Southwest 1/4 of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as follows: Beginning at the Southwest corner of a tract of land conveyed to Martin Oil Service, Inc. recorded March 18, 1954, as Document Number 22235, as shown in Book 628 of Deeds at Page 7, McLean County, Illinois, and which corner is also on the North right of way line of F. A. Route 10 (SBI Route 9), recorded as Document Number 68-5850, McLean County, Illinois; thence North 87 degrees 47 minutes East 48.70 feet along said North right of way line; thence North 88 degrees 42 minutes East 103.37 feet along said North right of way line; thence North 42 degrees 52 minutes 49 seconds East 480.66 feet (North 42 degrees 54 minutes East 480.70 feet recorded) along the Northwest right of way line of said F. A. Route 10; thence North 32 degrees 57 minutes East 113.20 feet along said Northwest right of way line; thence North 19 degrees 12 minutes East 80.87 feet along said Northwest right of way line; thence North 02 degrees 45 minutes West 24.07 feet (23.93 feet recorded) along said Northwest right of way line to the point of beginning. From said point of beginning, thence South 87 degrees 15 minutes West 200 feet, thence North 02 degrees 45 minutes West 100 feet to a point on the North line of said Martin Oil Service, Inc. Tract, which is 392.21 feet (392.15 feet recorded) East of the Northwest corner thereof; thence North 87 degrees 15 minutes East 200 feet along said North line to the Northwest right of way line of said F. A. Route 10; thence South 02 degrees 45 minutes East 100.00 feet along said Northwest right of way line to the point of beginning, in McLEAN COUNTY, ILLINOIS.

Exhibit "B"
Easement Agreement

[see attached]

EASEMENT AGREEMENT

This Easement Agreement is made as of _____, 2019, by and between **On Veterans III, LLC**, a Nebraska limited liability company ("the Grantor"), and the **City of Bloomington**, Illinois, a Municipal Corporation ("the City") for a certain easement over and through the property legally described on **Appendix A** attached hereto ("the Property"). For and in consideration of TEN AND No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and dedicates unto the City an exclusive unencumbered and unobstructed permanent easement for public water main and sanitary sewer in, on, over, under, through and across a portion of the Property legally described on **Appendix B** attached hereto, and depicted and designated as Tract I on **Appendix C** attached hereto ("the Easement Premises") for the uses and purposes described herein.

The grant of the Easement Premises is subject to the following terms and conditions:

1. Scope of Permanent Easement. The City and the City's agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City shall have a right of entry and access to, in, on, over, under, through and across the Easement Premises at all times convenient and necessary for purposes of locating, constructing, reconstructing, operating, maintaining, inspecting, accessing, laying, installing, replacing, improving, altering, protecting and repairing a sanitary sewer, storm sewer, main line, water main and water main appurtenances, or pipeline for the transportation of sewage, water and any liquids or substances which can be transported through a pipeline, together with all customary below-ground appurtenant fixtures, facilities and improvements that are necessary or desirable for the operation of the same (collectively, "the City Utility").

2. Removal of Obstructions. The City has the right to trim and/or cut down or eliminate trees, shrubbery, undergrowth, brush or other landscaping, as well as to remove other obstructions or possible hazards, on the Easement Premises to the extent, in the sole judgment of the City, necessary to prevent possible damage to or interference with the efficient, safe or convenient operation of the City Utility, and the right to remove or prevent the construction of any and all buildings, light poles, structures, reservoirs or other obstructions on the Easement Premises which may endanger or interfere with the City's efficient, safe or convenient operation of the City Utility.

3. Restoration of Property. The City will restore the surface and ground disturbed by the City's use of the Easement Premises to substantially the same condition as existed prior to construction of the City Utility, to the extent such prior condition is consistent with the City's

permitted use hereunder.

4. Grantor's Use of Property. The Grantor may use for the Grantor's own benefit the Easement Premises for any and all purposes not inconsistent with the City's permitted use of the Easement Premises set forth in this Easement Agreement. Notwithstanding anything contained herein to the contrary, Grantor may not use any part of the Easement Premises in a manner that may damage, destroy, injure, and/or interfere with the City's use of the Easement Premises for the City's permitted uses as specified herein. By way of example and not limitation, Grantor shall not conduct any of the following activities on the Easement Premises without the prior written permission of the City: (1) construct any temporary or permanent building or other structure; (2) drill or operate any well; (3) excavate or remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or other subsurface landscaping. Grantor further agrees that no above or below ground obstruction that may damage, destroy, injure, and/or interfere with the City Utility may be placed, erected, installed or permitted upon the Easement Premises without the prior written permission of the City. If Grantor permits any improvement or other obstruction, whether above or below ground, to be placed in or on the Easement Premises after the date of this Easement Agreement in violation of the terms herein, the City may, without prior notice to Grantor, remove such improvement or other obstruction at any time at the sole expense of Grantor and without the City being liable therefor, and Grantor shall promptly reimburse the City for any and all expenses incurred by the City related thereto. It is expressly acknowledged and understood by each of the parties to this Easement Agreement that remedies at law are or may be inadequate for purposes of enforcement of the provisions of this Easement Agreement and that appropriate action shall include, without in any way limiting other available remedies, the right to equitable relief.

5. Authority and Warranty of Title. Each party executing this Easement Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Easement Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to convey the Easement Premises to the City.

6. Indemnity. The City shall indemnify and hold the Grantor harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused by the City, or the City's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all others acting by or on behalf of the City, in the exercise of the rights granted under this Easement Agreement, except to the extent resulting from Grantor's negligence or intentional misconduct.

The Grantor shall indemnify and hold the City harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused by the Grantor, or the Grantor's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all others acting by or on behalf of the Grantor on the Easement Premises, except to the extent resulting from City's negligence or intentional misconduct.

7. Cooperation. The Grantor and the City agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this Easement Agreement, re-grant this Easement Agreement, or as may be necessary or desired for recording purposes.

8. Binding Effect. This Easement Agreement shall inure to the benefit of, and shall be binding upon the Grantor, the Grantor's heirs, successors and assigns, and upon the City and its successors in interest, and shall run with the title to the Property.

9. Governing Law. This Easement Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

10. Effect of Invalidity. In the event that any court of competent jurisdiction

determines that any covenant, term or condition of this Easement Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances), nor shall it affect the validity, legality or enforceability of the other covenants, terms and conditions of this Easement Agreement.

11. Entire Agreement. This Easement Agreement represents the entire agreement between the Grantor and the City and supersedes any prior agreements relating to the subject matter of this Easement Agreement. This Easement Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement as of the date first above written.

On Veterans III, LLC,
a Nebraska limited liability company, Grantor

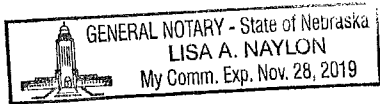
By: SCM Management, LLC, a Nebraska
limited liability company, Manager

By: Sower Capital Management,
LLC, a Nebraska limited liability
company, Sole Member of
Manager

By: _____
Name: Kirk Hansen
Its: Manager

STATE OF Nebraska)
COUNTY OF Douglas) ss

The foregoing instrument was acknowledged before me on this 18 day of March, 2019, by Kirk Hansen, as Manager of Sower Capital Management, LLC, a Nebraska limited liability company, as Sole Member of SCM Management, LLC, a Nebraska limited liability company, as Manager of On Veterans III, LLC, a Nebraska limited liability company, on behalf of Grantor.



Lisa A. Naylon
Notary Public

City of Bloomington,
a Municipal Corporation, Grantee

By: _____

Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me on this ____ day of _____, 2019, by _____ of the City of Bloomington, a Municipal corporation, on behalf of the Grantee.

Notary Public

Appendix A
Property Legal Description

APN/Parcel ID: 14-35-378-006

Address: 508 IAA Drive, Bloomington, Illinois

A part of the Southwest 1/4 of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as follows: Beginning at the Southwest corner of a tract of land conveyed to Martin Oil Service, Inc. recorded March 18, 1954, as Document Number 22235, as shown in Book 628 of Deeds at Page 7, McLean County, Illinois, and which corner is also on the North right of way line of F. A. Route 10 (SBI Route 9), recorded as Document Number 68-5850, McLean County, Illinois; thence North 87 degrees 47 minutes East 48.70 feet along said North right of way line; thence North 88 degrees 42 minutes East 103.37 feet along said North right of way line; thence North 42 degrees 52 minutes 49 seconds East 480.66 feet (North 42 degrees 54 minutes East 480.70 feet recorded) along the Northwest right of way line of said F. A. Route 10; thence North 32 degrees 57 minutes East 113.20 feet along said Northwest right of way line; thence North 19 degrees 12 minutes East 80.87 feet along said Northwest right of way line; thence North 02 degrees 45 minutes West 24.07 feet (23.93 feet recorded) along said Northwest right of way line to the point of beginning. From said point of beginning, thence South 87 degrees 15 minutes West 200 feet, thence North 02 degrees 45 minutes West 100 feet to a point on the North line of said Martin Oil Service, Inc. Tract, which is 392.21 feet (392.15 feet recorded) East of the Northwest corner thereof; thence North 87 degrees 15 minutes East 200 feet along said North line to the Northwest right of way line of said F. A. Route 10; thence South 02 degrees 45 minutes East 100.00 feet along said Northwest right of way line to the point of beginning, in McLEAN COUNTY, ILLINOIS.

Appendix B
Public Water Main and Sanitary Sewer Easement Premises Legal Description

A part of the SW¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38"W. 225.00 feet on the west line of said Martin Oil Services tract; thence N.87°-15'-00"E. 99.28 feet; thence N.42°-52'-49"E. 409.52 feet; thence N.02°-45'-00"W. 12.68 feet to the Point of Beginning; thence continuing N.02°-45'-00"W. 72.39 feet; thence N.15°-41'-00"E. 29.11 feet to the north line of said Martin Oil Services tract; thence N.87°-15'-00"E. 31.62 feet on the north line of said Martin Oil Services tract; thence S.15°-41'-00"W. 105.41 feet; thence S.87°-15'-00"W. 7.50 feet to the Point of Beginning containing 0.05 acres, more or less, with assumed bearings given for description purposes only.

PLAT OF EASEMENT

PART OF THE SW¼ OF SEC. 35, T.24N, R.2E, 3 P.M.,
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

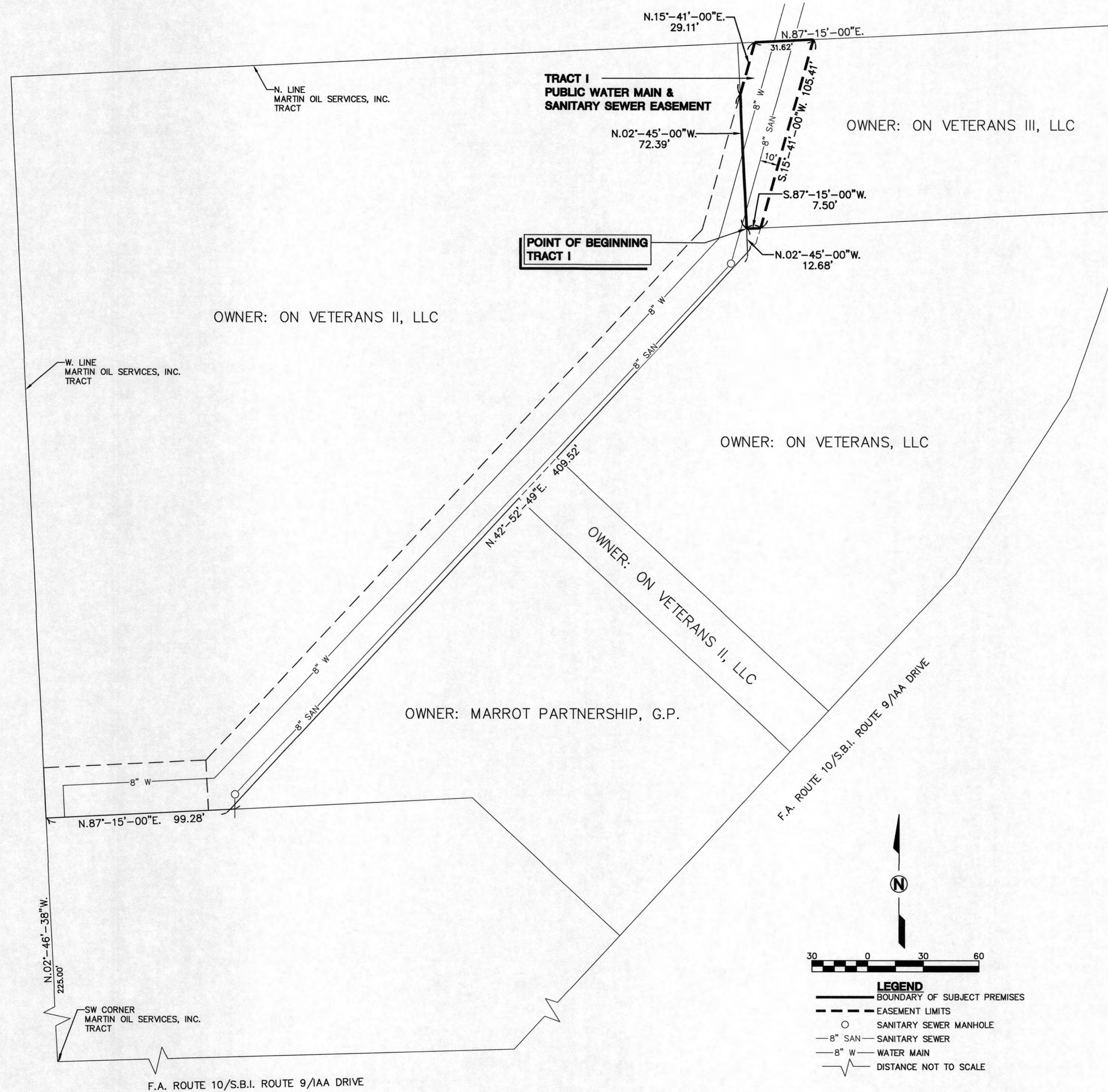
LYB

www.lybinc.com



2/27/2019

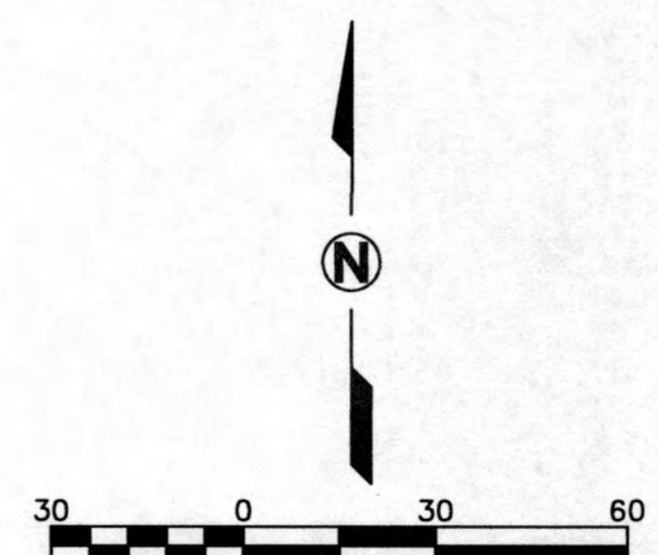
APPENDIX C



Legal Description Tract I Public Water Main and Sanitary Sewer Easement

A part of the SW¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the southwest corner of a tract of land conveyed to Martin Oil Service, Inc., an Illinois Corporation, recorded March 18, 1954 as Document No. 22235 and as shown in Book 628 of Deeds on Page 7, also being on the north right of way line of F.A. Route 10 (SBI Route 9), recorded as Document No. 68-5850, in the McLean County Recorder of Deeds Office; thence N.02°-46'-38\"/>

OWNER: On Veterans III, LLC



- LEGEND**
- BOUNDARY OF SUBJECT PREMISES
 - - - EASEMENT LIMITS
 - SANITARY SEWER MANHOLE
 - 8" SAN - SANITARY SEWER
 - 8" W - WATER MAIN
 - - - DISTANCE NOT TO SCALE

Surveyor's Certificate

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that to the best of my knowledge and belief the plat shown hereon is an accurate representation of a public water main and public sanitary sewer easement prepared under my direction for On Veterans III, LLC.

2/27/2019
Date

[Signature]
David P. Brown
Illinois Professional Land Surveyor No. 2725
License Expiration 11/30/2020

| | | |
|------|----------|-----|
| REV. | 02/11/19 | - |
| | 02/25/19 | - |
| | - | - |
| | - | - |
| | - | - |
| BK. | | 771 |
| DRN. | | MB |
| DSN. | | |
| APP. | | JTS |

ON VETERANS III, LLC
EMPIRE PLAZA
PUBLIC UTILITY EASEMENTS
BLOOMINGTON, ILLINOIS

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #184.000806
505 North Main Street 222 East Center Street 155 South Elm Street
Bloomington, Illinois LeRoy, Illinois El Paso, Illinois
Ph: (309) 829-2552 Ph: (309) 962-8151 Ph: (309) 527-2552

SHEET
1
OF: 1
JOB #:
2203.02

ORDINANCE NO. 2019 - 17

AN ORDINANCE APPROVING AND ACCEPTING THE DEDICATION OF A PUBLIC WATER MAIN EASEMENT AND A SANITARY SEWER EASEMENT AND APPROVING THE ASSOCIATED EASEMENT AGREEMENT BETWEEN ON VETERANS III, LLC AND THE CITY OF BLOOMINGTON, ILLINOIS

WHEREAS, On Veterans III, LLC is the owner of certain premises legally described on Exhibit A attached hereto; and

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition requesting the approval and acceptance of the dedication of public water main and sanitary sewer easements, as identified on the Easement Agreement attached hereto and labeled Exhibit B; and

WHEREAS, said Petition is 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, grant said dedication and enter into said Agreement; and

WHEREAS, it is reasonable and proper to accept said 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 easements as shown on the Plat of Easement dated February 25, 2019, attached as Appendix C of the Easement Agreement attached hereto and labeled Exhibit B, is hereby dedicated and accepted.

SECTION 3. That the Easement Agreement between On Veterans III, LLC and the City of Bloomington pertaining to said easement is hereby approved.

SECTION 4. This ordinance shall be effective upon its passage and approval.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of March 2019.

APPROVED this 26th day of March 2019.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

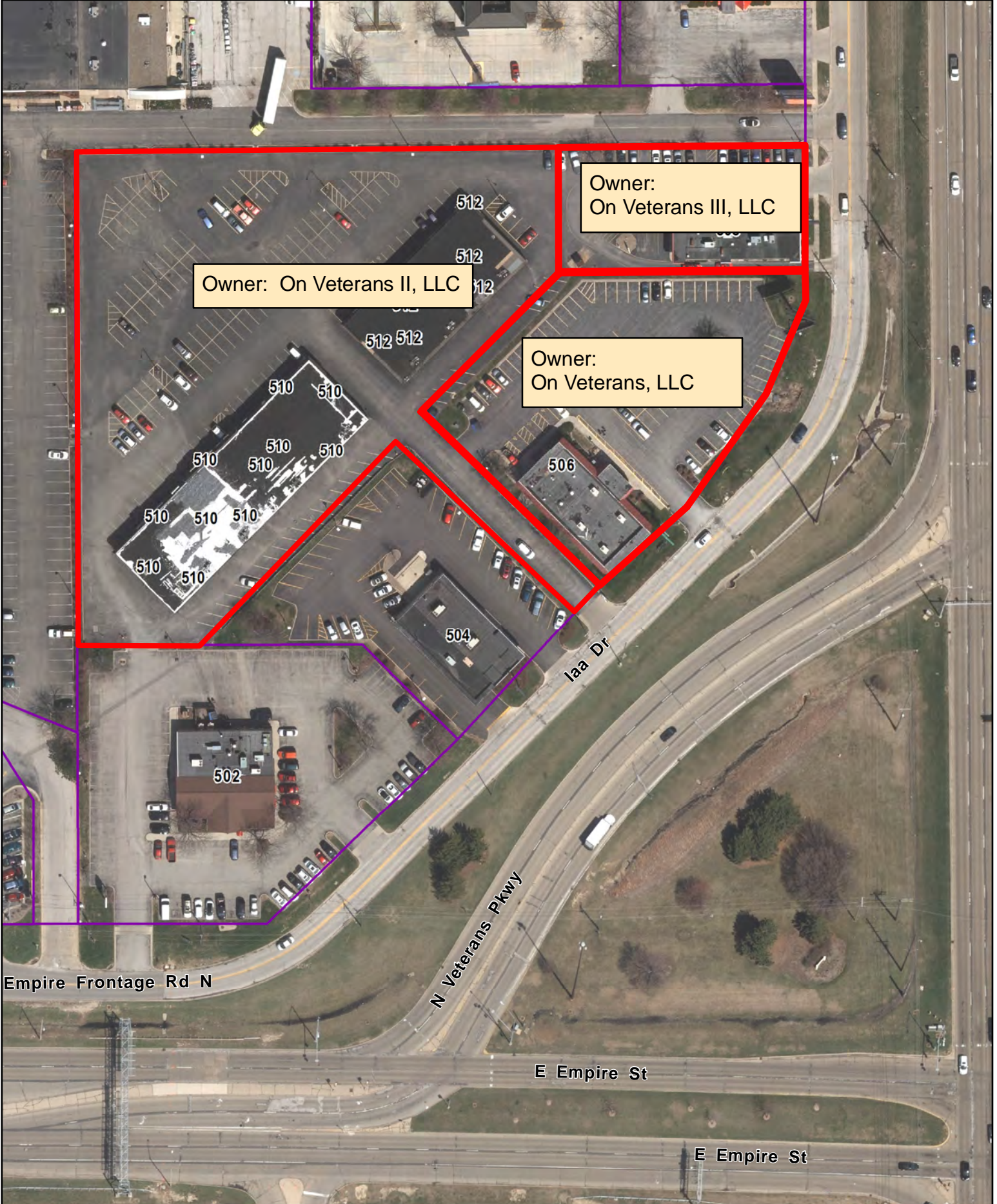
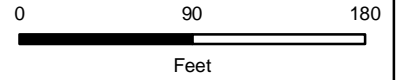
Leslie Smith-Yocum, Interim City Clerk

Exhibit "A"
Property Legal Description

APN/Parcel ID: 14-35-378-006

Address: 508 IAA Drive, Bloomington, Illinois

A part of the Southwest 1/4 of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as follows: Beginning at the Southwest corner of a tract of land conveyed to Martin Oil Service, Inc. recorded March 18, 1954, as Document Number 22235, as shown in Book 628 of Deeds at Page 7, McLean County, Illinois, and which corner is also on the North right of way line of F. A. Route 10 (SBI Route 9), recorded as Document Number 68-5850, McLean County, Illinois; thence North 87 degrees 47 minutes East 48.70 feet along said North right of way line; thence North 88 degrees 42 minutes East 103.37 feet along said North right of way line; thence North 42 degrees 52 minutes 49 seconds East 480.66 feet (North 42 degrees 54 minutes East 480.70 feet recorded) along the Northwest right of way line of said F. A. Route 10; thence North 32 degrees 57 minutes East 113.20 feet along said Northwest right of way line; thence North 19 degrees 12 minutes East 80.87 feet along said Northwest right of way line; thence North 02 degrees 45 minutes West 24.07 feet (23.93 feet recorded) along said Northwest right of way line to the point of beginning. From said point of beginning, thence South 87 degrees 15 minutes West 200 feet, thence North 02 degrees 45 minutes West 100 feet to a point on the North line of said Martin Oil Service, Inc. Tract, which is 392.21 feet (392.15 feet recorded) East of the Northwest corner thereof; thence North 87 degrees 15 minutes East 200 feet along said North line to the Northwest right of way line of said F. A. Route 10; thence South 02 degrees 45 minutes East 100.00 feet along said Northwest right of way line to the point of beginning, in McLEAN COUNTY, ILLINOIS.





CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENT: Legal Department

SUBJECT: Consideration of a Resolution allowing the Bloomington Columbian Home Association (d/b/a Knights of Columbus #574), to apply for and receive a video gaming license from the City, as requested by the Legal Department.

RECOMMENDATION/MOTION: The Resolution be approved, and the Interim City Clerk be directed to process the application.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: On February 27, 2018, the City Council adopted an ordinance requiring establishments having video gaming to obtain City of Bloomington video gaming licenses. The same ordinance provided for a moratorium on acceptance of applications for new video gaming licenses until March 1, 2019. The City Council subsequently extended the moratorium until September 1, 2019, and further updated the provision on waiver of the moratorium, to provide that the City Council may waive the license restrictions, by a vote of two-thirds of the City Council, if the applicant is a fraternal organization and said organization can demonstrate that the establishment had applied for a video gaming license from the Illinois Gaming Board on or before March 1, 2019.

The Bloomington Columbian Home Association, d/b/a Knights of Columbus #574, (hereinafter "Knights"), located at 1706 RT Dunn Drive, Bloomington, Illinois, submitted to the City a document entitled "Video Gaming Establishment License" showing that the Knights had a pending application with the Illinois Gaming Board for a video gaming license, and had been issued a license, on December 12, 2018. Further, the Knights provided documentation demonstrating that it operates as a member of a fraternal organization. Since this video gaming license was issued prior to March 1, 2019, and the Knights are a fraternal organization, the City Code allows the City Council to waive the moratorium by a vote of two-thirds of the City Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, additional video gaming tax revenue could be generated. Video Gaming tax is posted to the Non-Departmental-Video Gaming Tax account (10010010-50070). Stakeholders can locate this in the FY 2019 Budget Book titled Budget Overview & General Fund on page 119.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jeffrey R. Jurgens, Corporation Counsel

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Recommended by:



Tim Gleason
City Manager

Attachments:

- LGL 1B Knights of Columbus Resolution

RESOLUTION NO. 2019 - 18

A RESOLUTION DIRECTING THE CITY CLERK TO RECEIVE AND PROCESS THE APPLICATION OF BLOOMINGTON COLUMBIAN HOME ASSOCIATION (D/B/A KNIGHTS OF COLUMBUS #574) FOR A VIDEO GAMING LICENSE

WHEREAS, on February 27, 2018, the City of Bloomington adopted an ordinance requiring that any establishment having video gaming on its premises must obtain a video gaming license from the City; and

WHEREAS, said ordinance further provided that, except for establishments having existing video gaming terminals as of March 1, 2018, no application for a video gaming license would be accepted by the City until March 1, 2019; and

WHEREAS, the City Council subsequently extend the moratorium until September 1, 2019, including the restrictions on application submittals until September 1, 2019, and

WHEREAS, under the updated provisions on the extended moratorium, the City Council may waive the license restrictions, by a vote of two-thirds of the City Council, if the applicant is a fraternal organization and can demonstrate that the establishment had applied for a video gaming license from the Illinois Gaming Board on or before March 1, 2019; and

WHEREAS, Bloomington Columbian Home Association (d/b/a Knights of Columbus #574), has demonstrated it is a fraternal organization and that it has a video gaming license from the Illinois Gaming Board prior to March 1, 2019.

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

Section 1. That the moratorium on acceptance of new applications for video gaming licenses is waived as it applies to Bloomington Columbian Home Association (d/b/a Knights of Columbus #574) and the City Clerk is hereby authorized to accept and process an application from the establishment for the issuance of a City of Bloomington video gaming license;

Section 2. Except as provided in this Resolution, the moratorium set forth in Chapter 7, Section 122 of the Bloomington City Code remains in full force and effect.

Section 3. This Resolution shall be effective upon its passage by a vote of at least two-thirds of the City Council.

PASSED this 25th day of March 2019.

APPROVED this 26th day of March 2019.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk



CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENT: Human Resources

SUBJECT: Consideration of an Ordinance amending Chapter 2 of the Bloomington City Code increasing the City Manager's settlement authority for workers' compensation claims from \$25,000 to under \$100,000, as requested by the Human Resources Department.

RECOMMENDATION/MOTION: The Ordinance be approved, and the Mayor and Interim City Clerk authorized to execute the Ordinance.

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 levels of services.

BACKGROUND: In the event there is litigation or potential litigation involving the City of Bloomington, or workers' compensation claims, Chapter 2, Section 54A, of the Bloomington City Code currently authorizes the City Manager settlement authority on behalf of the City up to \$25,000. City staff is requesting a change to the City Code to increase the City Manager's authority up to \$100,000 for workers' compensation claims only. The City Manager's settlement authority for all other claims will remain at \$25,000. The amended ordinance also clarifies that "pending and potential litigation" includes administrative hearing matters.

This change is being brought forward in order to streamline the settlement process in an area in which staff will utilize an attorney or Third Party Administrator's expertise to determine the value of a settlement amount for an employee injury. All settlements will continue to be reviewed and supported by legal counsel utilizing industry standard formulas applicable to each case. This request is being made in an effort to reduce Council's time in reviewing settlements, which have been properly vetted and, historically, have not received Council criticism.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Per Human Resources, if approved, workers' compensation settlements are not estimated to increase beyond what is already laid out in the budget.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:

Nicole R. Albertson, Human Resources Director

Finance & Budgetary Review By:

Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- HR 2B ORDINANCE City Manager Settlement Authority

ORDINANCE NO. 2019 - 18

AN ORDINANCE AMENDING CHAPTER 2 REGARDING THE SETTLEMENT AUTHORITY FOR WORKERS' COMPENSATION CLAIMS

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

SECTION 1. That Chapter 2, Section 54A, of the Bloomington City Code, 1960, as amended, shall be further amended as follows:

Chapter 2: Section 54A: Settlement of Litigation, Claims and Collections.

In the event there is litigation or potential litigation, including administrative hearing matters, involving the City of Bloomington or ~~W~~workers' ~~C~~ompensation claims, the City Manager shall be authorized settlement authority on behalf of the City under the following limitations:

(1) General litigation or potential litigation \$settlements (exclusive of workers compensation claims) under \$25,000.00; and workers' compensation claim settlements that are under \$100,000.00 - Authorized by the City Manager.

(2) General litigation or potential litigation \$settlements (exclusive of workers' compensation claims) between 25,000~~4~~.00 and \$35,000.00 - City Manager shall advise the City Council of the proposed settlement and allow the City Council the opportunity to discuss the matter in closed session at the first regularly scheduled Council Meeting following such notice. Should no members of the City Council request to discuss the matter and provide other direction, then the Manager shall be authorized to settle.

(3) General litigation or potential litigation \$settlements (exclusive of workers' compensation) over \$35,000~~4~~.00; and workers' compensation claim settlements that are \$100,000.00 and over - City Council discussion and action will be required.

(4) For any judgment obtained by the City or for any other amount owed to the City, the City Manager is authorized to enter into an agreement with one or more collection agencies for the collection of said debts.

(5) The City Manager is authorized to enter into tax repayment agreements with individuals, corporations or businesses that are 30 days or more behind in the payment of any City tax owed to the City for the collection of said taxes.

As it relates to workers compensation claims, the above-guidelines would be for settlement purposes of payment to employees. Medical related expenses and workers compensation wages are paid separately and required under law.

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

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

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

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

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

PASSED this 25th day of March 2019.

APPROVED this 26th day of March 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

REGULAR AGENDA

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

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Presentation of the “Not In Our Town” (NIOT) Annual Report, as requested by the Administration Department.

RECOMMENDATION/MOTION: Presentation only.

STRATEGIC PLAN LINK: Goal 3. Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong partnership with residents and neighborhood associations.

BACKGROUND: “Not In Our Town” (NIOT) is a grassroots anti-discrimination movement, working to eliminate hate, address bullying, and create a safe, inclusive community. The original NIOT campaign was created in 1992 in Billings, Montana and started locally in 1996.

Over the years, NIOT has developed strong relationships with the Bloomington and Normal Police Departments, various religious denominations, schools, and other organizations. Mike Matejka represents NIOT BN and will present the organization’s Annual Report.

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: Nora Dukowitz, Communication Manager

Recommended by:



Tim Gleason
City Manager

Attachments:

- ADM 1B NIOT BN Annual Report

NOT IN OUR TOWN

BLOOMINGTON-NORMAL



2018 IN REVIEW

A YEAR OF CHALLENGE & CHANGE

Not In Our Town (NIOT) mobilized in McLean County in 1995. As an entirely voluntary effort, Not In Our Town continues in its mission to “stop hate, address bullying, and build a safe and inclusive community for all.”

Not In Our Town Bloomington-Normal has adopted a wide-ranging scope, providing community support through its Community Concerns, Not In Our Schools, Faith & Outreach, and Arts & Culture committees.

NIOT steering committee members include Chairman Mike Matejka, Co-Chair Camille Taylor, Secretary Angelique Racki, Treasurer Steve Beattie, Rabbi Rebecca Dubowe, Rev. Mollie Ward, Archana Shekara, and Martin Ross.

This annual report is dedicated to the memory of The Rev. Frank McSwain Sr., Mt. Pisgah Baptist Church pastor and a voice for social and community justice, west side Bloomington development, and youth opportunities. He died Nov. 29, 2018, at 64.



Henry Gay Sr. recalls when beaches at Miller Park Lake and other establishments were racially segregated. He finds some solace in a new marker at the lake that acknowledges that sad chapter in the community's history.

Marker lifts 'secrecy' of park's racial segregation

Plaque reminder of separate beaches, community's healing

MARIA NAGLE
maria.nagle@lee.net

BLOOMINGTON — Henry Gay Sr. remembers the segregated area that blacks like himself had to swim in at Miller Park as being filthy.

"It was bad. You wouldn't put a dog in that kind of stuff," said the 94-year-old Gay. "But that's the way people treated you. They cared more for a dog than they did for you."

To this day, it's still painful for him to talk about the racial segregation he endured.

But he finds some solace in a new marker that has been erected at Miller Park acknowledging its public beaches were racially segregated for some 60 years.

The McLean County Museum of History, in partnership with the city of Bloomington, the Bloomington-Normal NAACP, and Not In Our Town Bloomington-Normal, are holding a dedication program at 6:30 p.m. Thursday.

The history museum raised money from area groups and individuals to pay for the \$4,000 marker located near the arched stone bridge that crosses between the lagoon and larger lake.

In 1908, the park board es-



From left, Bloomington Ward 6 Alderman Karen Schmidt, Not In Our Town's Camille Taylor, McLean County Museum of History director of marketing Jeff Woodard, Henry Gay Sr. and retired Illinois State University history professor Mark Wyman recently view the marker installed at Miller Park. It will be dedicated Thursday.

ablished racially segregated beaches and bathing facilities at Miller Park. Whites had exclusive use of the lake's larger beach and cleaner water while the "colored" beach was located in the park's smaller lagoon.

"This was quite a change from after the Civil War when Bloomington-Normal really made progress in integrating blacks into society," said Mark Wyman, a retired Illinois State University distinguished emeritus history professor who, along with Jack Muirhead, played a leading role in bringing the story to the community's attention.

"This is a big step in the history of the city of the 1908 Springfield and 1919

regation," he added. As the marker notes, in addition to the separate and grossly unequal swimming facilities at Miller Park, blacks locally were not served in most restaurants, prevented from staying at hotels and faced segregated seating in theaters for much of the first half of the 20th century.

"In that time everything was segregated," said Gay, who was raised in Shreveport, La., and moved to Bloomington in 1945. "They had signs that said 'colored section' and 'white section.' You had to stay in your section. I tried to bury all of that stuff because it was so bad."

"It hurts to even talk about it," he added. "You wondered why one person could treat another person that bad just because the color of their skin was different. Almost all the people who know how bad it was are dead. A lot of the younger people don't pay a lot of that stuff any attention."

The marker is a powerful reminder of past mistakes and lessons learned, said Wyman. "We in Bloomington-Normal cannot be afraid of our truth," he said. "As President George W. Bush said at the dedication of the National Museum of African-American History and Culture, 'A great nation does not

Marker

From AT

"It's important for us to reflect on that and to know how far we've come," added Ward 6 Alderman Karen Schmidt, who will speak on behalf of the city at the dedication ceremony. "Really, we still have work to do."

The marker also notes that in 1948, 6-year-old Phyllis Hogan drowned in the lake's segregated waters, an area that was particularly unsafe because bottles, rocks and garbage were thrown there and there was no lifeguard.

Her story resonates with many of the school children with whom NIOT's Camille Taylor has shared it.

"It's of particular interest to third-graders and fourth-graders because the girl was about their age," said Taylor, a retired McLean County Unit 5 teacher.

"I'll never forget the reaction of the students," she added. "They couldn't understand, first of all, why she would have to swim in a different part of the park, and then on top of that, why she drowned because of the conditions of the beach."

If you go

What: Dedication of a marker recognizing the racial segregation of public beaches at Miller Park from 1908 to 1953.

When: 6:30 p.m. Sept. 20

Where: Near the arched stone bridge connecting the lagoon with the larger lake at Miller Park.

Other: Ceremony will include remarks by city officials; Mark Wyman, a retired Illinois State University distinguished emeritus history professor; Bill Furry, Illinois State Historical Society executive director; Quincy Cummings, president of the local chapter of the NAACP; and the benediction by the Rev. Brigitte A. Black, pastor of Wyman AME Church, the oldest African-American church in the area.

History has a way of repeating itself, so the marker is an important recognition of the community's ability to heal itself, she added.

"Our mission is to stop hate, address bullying, and to make a safe, more inclusive community for all," said Taylor.

Contact Maria Nagle at (309) 820-3244. Follow her on Twitter: @Pg_Nagle

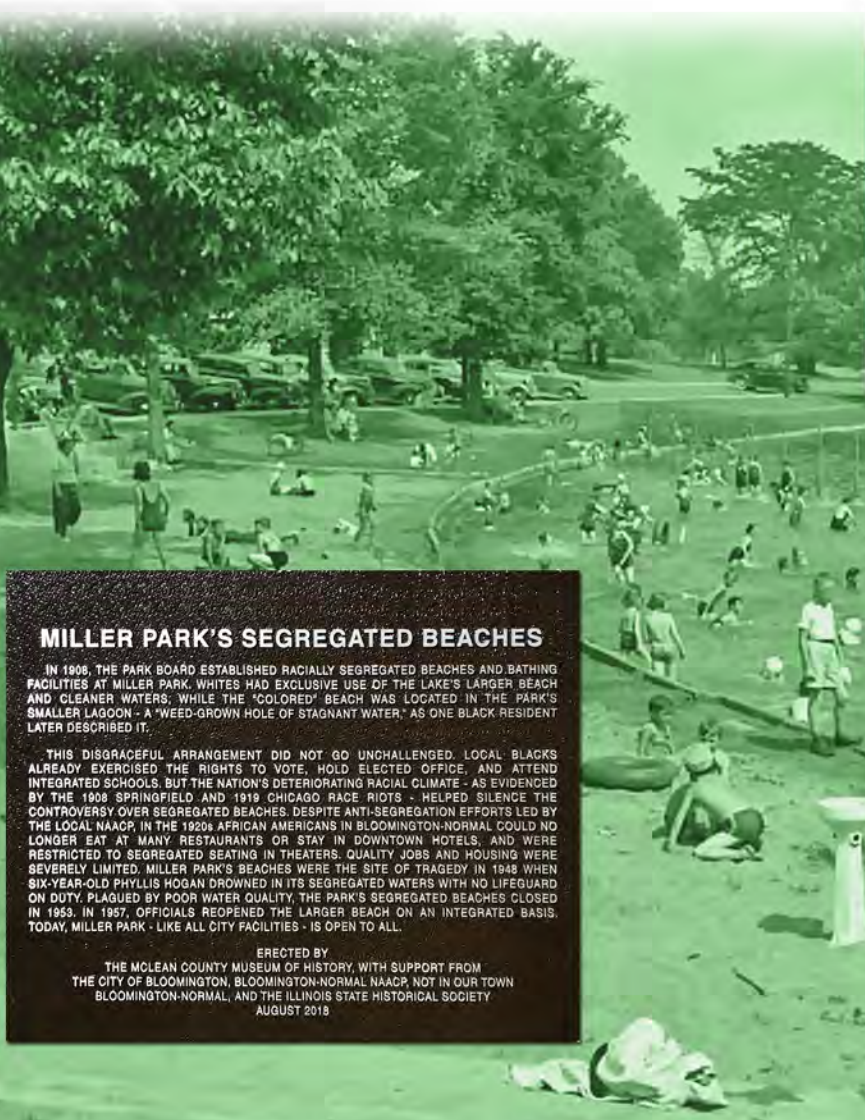
MILLER PARK'S SEGREGATED BEACHES

IN 1908, THE PARK BOARD ESTABLISHED RACIALLY SEGREGATED BEACHES AND BATHING FACILITIES AT MILLER PARK. WHITES HAD EXCLUSIVE USE OF THE LAKE'S LARGER BEACH AND CLEANER WATERS, WHILE THE "COLORED" BEACH WAS LOCATED IN THE PARK'S SMALLER LAGOON - A "WEED-GROWN HOLE OF STAGNANT WATER" AS ONE BLACK RESIDENT LATER DESCRIBED IT.

THIS DISGRACEFUL ARRANGEMENT DID NOT GO UNCHALLENGED. LOCAL BLACKS ALREADY EXERCISED THE RIGHTS TO VOTE, HOLD ELECTED OFFICE, AND ATTEND INTEGRATED SCHOOLS. BUT THE NATION'S DETERIORATING RACIAL CLIMATE - AS EVIDENCED BY THE 1908 SPRINGFIELD AND 1919 CHICAGO RACE RIOTS - HELPED SILENCE THE CONTROVERSY OVER SEGREGATED BEACHES. DESPITE ANTI-SEGREGATION EFFORTS LED BY THE LOCAL NAACP, IN THE 1920s AFRICAN AMERICANS IN BLOOMINGTON-NORMAL COULD NO LONGER EAT AT MANY RESTAURANTS OR STAY IN DOWNTOWN HOTELS, AND WERE RESTRICTED TO SEGREGATED SEATING IN THEATERS. QUALITY JOBS AND HOUSING WERE SEVERELY LIMITED. MILLER PARK'S BEACHES WERE THE SITE OF TRAGEDY IN 1948 WHEN SIX-YEAR-OLD PHYLLIS HOGAN DROWNED IN ITS SEGREGATED WATERS WITH NO LIFEGUARD ON DUTY. PLAQUED BY POOR WATER QUALITY, THE PARK'S SEGREGATED BEACHES CLOSED IN 1953. IN 1957, OFFICIALS REOPENED THE LARGER BEACH ON AN INTEGRATED BASIS. TODAY, MILLER PARK - LIKE ALL CITY FACILITIES - IS OPEN TO ALL.

ERECTED BY

THE MCLEAN COUNTY MUSEUM OF HISTORY, WITH SUPPORT FROM THE CITY OF BLOOMINGTON, BLOOMINGTON-NORMAL NAACP, NOT IN OUR TOWN BLOOMINGTON-NORMAL, AND THE ILLINOIS STATE HISTORICAL SOCIETY
AUGUST 2018



Leaders, youth talk local issues

70 join discussion during 39th annual Cultural Festival

KEVIN BARLOW
kevin.barlow@lee.net

BLOOMINGTON — As a 17-year-old senior at Normal Community High School, Tristan Bixby wants to make a difference. In March, she helped lead NCHS students in the national walkout to protest gun violence. On Saturday, she joined about 70 other people at the Miller Park Pavilion for "Community Kickoff: Building Opportunity for our Community's Young People," an open public assembly.

"That school walkout really started it for me because my family has had issues with gun violence and I spoke out then," she said. "Since then, opportunities to make a change have occurred more frequently, and this event is something that we can take and find ways to bring the community together as a whole. Something like reducing gun violence and violence in general, takes time, effort and work."

Not in Our Town, an anti-racism organization, and United



Bloomington Police Chief Clay Wheeler speaks in a group Saturday during "Community Kickoff: Building Opportunity for our Community's Young People," an open public assembly as part of the 39th annual Cultural Festival at Miller Park Pavilion in Bloomington. Looking on is Karen Schmidt, second from right, and Normal Community High School senior Tristan Bixby, 17.

Way of McLean County hosted the event with support from the city of Bloomington, town of Normal and Advocate Health Care. The 70 people were separated into groups of 10, and facilitators directed the groups on conversations ranging from concerts they have enjoyed to describing the Twin Cities in five words.

"What we want to do is just have some open discussion then

take that information and try and learn from it and improve our community," said Mike Matejka, chair of NIOT. "It's not so much about this group meeting again, but if we were to learn something about employment concerns or something along those lines, we might find the appropriate organization to address those concerns, such as BN Advantage."

Bixby was one of several youth who attended. Classmate Aijtesh

On the web

For a photo gallery, go to www.pantagraph.com.

Muppuru said the interaction between youth and community leaders was a step in the right direction.

"This is exactly what we were hoping for from the discussions in our schools," he said. "We are trying to send a positive message in our schools, but we also want to be active in sending a positive message to our community and the only way that can happen is through discussions with members of the community."

The summit following a spike in gun violence in Bloomington this year, many adults. The year-one of the dead ton-Normal's Alexander P. at Bloomington said the forum to get concerns to community. "I think it's important to hear not only but also from y

Agency to focus on youth, families

BLOOMINGTON — The agency to focus on youth and families is Bloomington's new Community Development Agency (CDA).

The CDA will be a new agency that will focus on youth and families. It will be a new agency that will focus on youth and families.

pleas

Summit

From A3

who feel like they may not have a voice," he said.

City leaders from both Bloomington and Normal attended, including Bloomington Mayor Tari Renner, Bloomington Police Chief Clay Wheeler and

Normal Mayor Chris Koos. United Way President and CEO David Taylor coordinated the forum with Matejka.

"This is a first step for us," Taylor said, "because the people in this room are going to help us define what some of those next steps look like. We won't walk out of here with all

of the answers. We realize there is a lot more complexity and a lot more of these issues that are affecting young people today but we want to define and identify what those are and then take steps toward improving on those things."

The event finished prior to the conclusion of the 39th annual Cultural Festival, also held at Miller Park on Saturday. The free festival celebrated cultural diversity and heritage and included performances on the main stage, vendor booths and a newly expanded Kids Zone.

pleas

In response to youth violence over the summer, the Community Concerns Committee along with United Way of McLean County convened a "Youth Summit" on August 18. This event pulled together elected officials, civic leaders, concerned citizens, and young people to hear about youth concerns. Followup listening sessions were held at the Boys & Girls Club and other venues to hear a clearer message about youth concerns.

The effort generated the "Breakfast Club," a continuing activity with potentially at-risk youth including monthly events and opening doors to employment and educational opportunities. The hope is to use the program as a test, expanding effort to include more youth in the future. Responding to local violence, NIOT also participated in neighborhood vigils in affected areas.

On September 20, NIOT, the City of Bloomington, the NAACP, and the McLean County Museum of History dedicated an Illinois State Historical Society marker on the east side of Miller Park. From 1908 through the 1950s, Miller Park's beach was segregated, and the marker is an important reminder of past pain and separation in our community.



NOT IN OUR SCHOOLS

Not In Our Schools has established a presence in 13 Normal Unit Five District and Bloomington District 87 schools. Three middle schools were added in 2018, and a fourth is pending.

Dialogue a response to year's shootings

Community event set Aug. 18 at Miller Park

PAUL BRINK
BLOOMINGTON — Organizers of an upcoming community event are hoping to bring the issue of gun violence to the attention of the community. The event is scheduled for August 18 at Miller Park.

"We see it as a community event that brings the community together to discuss the issue and to share ideas on how to address the problem," said Julie Sweeney, chair of the event.

The event is being organized by the Normal Community High School and the Normal Community Junior High School. It will feature speakers, a panel discussion, and a Q&A session.

The event is free and open to the public. It will be held from 10 a.m. to 12:30 p.m. at Miller Park, 1000 Miller Park Dr., Bloomington, IL 61701.

Registration will begin at 9 a.m. and will be on a first-come, first-served basis. For more information, visit www.normalcommunityhigh.org or call 309-531-1234.

Local

From A1

Normal Community West High School juniors Francesca Riley, Abby Ramsey and Mary Kelly waved signs as they stood in the snow.

"Guns have no place in schools. It genuinely makes us uncomfortable," said Riley. "I think about the possibility of a shooter all the time. Like, if they came into this classroom, what window would I run to. That's messed up."

University High School students and sisters, Elizabeth and Katherine Raycraft used plastic bags to protect the messages on their rally signs.

"It's not OK to have guns in school. Stand up for what you believe in and don't let others, or the weather, stop you," said Elizabeth, 16.

As a gun owner, Jerry Moncelle of Bloomington said he's tired of gun violence and "something needs to change."
"It's the government's responsibility to take care of people and they're dropping the ball. We aren't against guns, but we need



LEWIS MARIEN, THE PANTAGRAPH

Claire Lamorica of Normal, center right, listens with other participants to speakers during the March for Our Lives event Saturday in downtown Bloomington. For more photos, visit Pantagraph.com.

Hundreds gather for gun reform in Bloomington

Slothower: 'Americans want safe schools, safe communities'

JULIA EVELSENER
evelsenj@pantagraph.com

BLOOMINGTON — Claire Lamorica has had enough. "I was sure it would get better after Columbine and I was sure it would get better after Sandy Hook, but here we are. I hope all the young and old people work together for a change and Congress gets a clue," said Lamorica of Normal.

She joined a multi-genera-

tional crowd of hundreds Saturday at the March for Our Lives event outside the McLean County Museum of History in Bloomington to advocate for stricter gun laws in the country.

About a dozen counter-protesters held signs and flags. The local March for Our Lives event was one of more than 800 rallies around the world that was organized following last month's shooting at Marjory Stoneman Douglas High School in Parkland, Fla., that left 17 people dead.

Despite the blowing snow and ice, the crowd met for over an hour to hear speakers, sing

songs and sign letters to state lawmakers on the issue. Then the crowd marched to the Bloomington Center for the Performing Arts for a final song.

The march was organized by Voices of Reason, Individual McLean County, YWCA McLean County, Not In Our Town and the Normal Community High School Peace and Justice Group.

"We want to send a message that a majority of Americans want sensible gun reform, safe schools and safe communities," said Julie Slothower, event coordinator. "We're not saying to get rid of guns, we're saying guns need better regulations. We

should get rid of bump stocks, improve the way guns are registered, increase background checks and work on mental health issues."

Megan Michalski of Bloomington waved signs with her sons Felix, 8, and Murray, 6.

"I don't want my children to be afraid to go to school. I'm worried about my youngest learning how to read, not hide. I hope the community can push aside their personal agenda," said Michalski.

Many of the speakers and attendees were Twin City high school and college students.

Please see LOCAL, Page A2



LEWIS MARIEN, THE PANTAGRAPH

A supporter for the Second Amendment walks behind a crowd attending the March for Our Lives event Saturday in downtown Bloomington.

more control to keep them out of the wrong hands," he said.

John Boch of Bloomington and Ryan Sweeney of rural Armington attended to show support for the Second Amendment.

"We're here to try to make people aware. There's a lot of work that should be done before gun reform. Mental health reform is a huge issue and so is parenting. Crimi-

nals don't follow laws anyway," said Sweeney.

"We're out here to show we won't lay down as the other side marches to ban our guns," said Boch.

Aishwarya Shekara of Bloomington said marchers want to protect everyone in the community. "Including the counter-protesters."

"I encouraged the crowd to contact their representatives, write letters, send

emails and post more on social media about the cause," said Shekara, a freshman at University of Illinois. "My fear is that students will lose hope. What about tomorrow and next month and next year? This movement isn't over until we see better gun control in Congress."

Unit Five schools include Normal Community High School, Normal West High School, Chiddix Junior High, Kingsley Junior High, and Evans Junior High (with Parkside Junior High pending), as well as Glenn Elementary, Cedar Ridge Elementary, Eugene Field, Hudson Elementary, and Fox Creek Elementary. District 87's Bloomington High School and Bloomington Junior High School also support NIOS programs.

"March For Our Lives" was an organized school walkout at area schools on March 14, led by NIOS leaders. Local NIOS leaders also participated in the local National March For Our Lives in downtown Bloomington. On April 21, NIOS leaders collaborated in and led a Gun Reform Rally in Uptown Normal.

On January 16, NIOS made a presentation to local educators who are part of Delta Kappa Gamma. NIOS also presented at Luther Oaks Assisted Living Home and various schools, while NIOS student leaders offered presentations at the League of Women Voters "Drinks and Dialogue" program.

Three NIOS student leaders won "For a Better Tomorrow" recognition last year, donating their \$250 grant awards to NIOS to support its anti-bigotry/anti-bullying activities.

Both NIOT and NIOS presented at Illinois State University's Campus Responsive Community conference on October 30. NIOS collaborated with the ISU Graphic Design class of Archana Shekara to get brochures, posters, and buttons. The brochures and posters have been distributed to area schools, and student NIOS leaders have sold postcards and "Welcome Neighbor" signs as fundraisers.

Student-led school activities have included cultural fairs, Mix It Up at Lunch Day, weekly discussion groups, and presentations on various religions.

JOIN WITH PARKLAND, FLORIDA, TO CREATE A BRIGHTER DAY THROUGH SENSIBLE GUN REFORM

BLOOMINGTON/NORMAL

MARCH FOR OUR LIVES

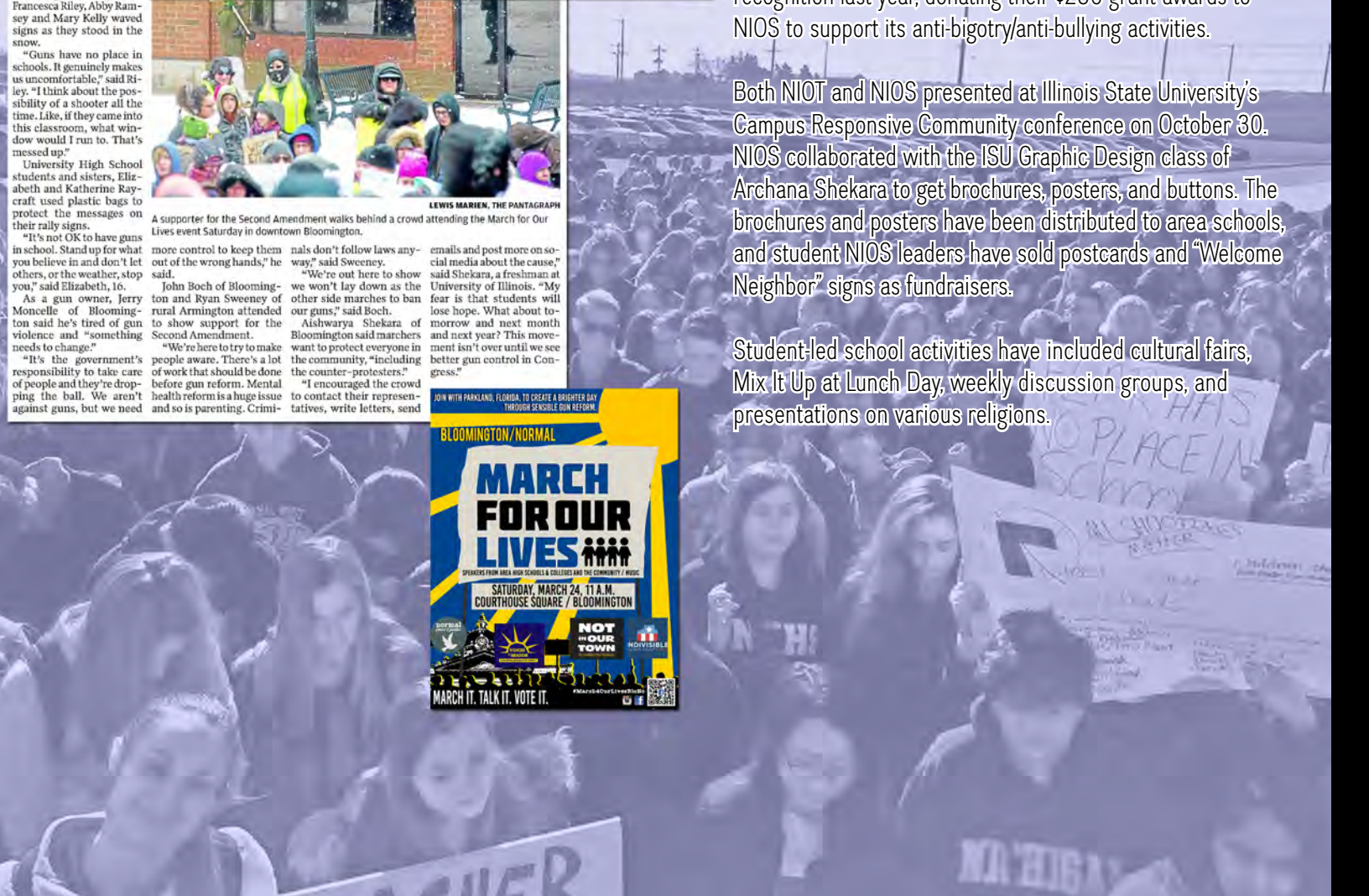
SPRINGING FROM AREA HIGH SCHOOLS & COLLEGES AND THE COMMUNITY MUSIC

SATURDAY, MARCH 24, 11 A.M.
COURTHOUSE SQUARE / BLOOMINGTON

NOT IN OUR TOWN INDIVISIBLE

MARCH IT. TALK IT. VOTE IT.

#MarchForOurLivesBoBo



Campaign plans fast at City Hall

Council approval of welcoming-city ordinance urged

PAUL SWIECH
pswiech@pantagraph.com

BLOOMINGTON — The Keep Families Together Campaign will call on the Bloomington City Council “to come back to the table” to pass a welcoming-city ordinance by conducting a fast outside Bloomington City Hall.

The fast will be 6 p.m. Sunday to 6 p.m. Monday outside City Hall, 109 E. Olive St. The goal, according to organizers, is to stand with families who entered the U.S. illegally and urge the City Council to pass a welcoming-city ordinance. “I am fasting because my faith calls me to bring the needs of the powerless to the attention of the powerful and to foster reconciliation where there is brokenness,” the Rev. Mollie Ward, co-chair of Not In Our Town’s Faith and Outreach Com-

mittee, said in a prepared statement. “I choose to step away from the table for a day in solidarity with those who have no place at the table and to call those who do have a place to come back.”

The ordinance has been in discussion with the council for about a year. In February, five members of the council asked for its removal from a meeting agenda. About 100 ordinance supporters were at that Feb. 12 meeting.

Ordinance supporters have said that the ordinance would prohibit the exchange of information between city employees and federal immigration officials except for investigations of felony sex- or labor-trafficking cases.

But the five aldermen who asked the ordinance be removed from the agenda said the ordinance would be redundant because it covers the same territory as the state’s Trust Act, which was signed into law last September.

That law sets limits on how police agencies may interact with U.S. Immigration



DAVID PROEBER, PANTAGRAPH FILE PHOTO

About 100 people, many with signs, stand in support of a welcoming-city ordinance at the Bloomington City Council meeting on Feb. 12 at City Hall. Supporters of an ordinance are organizing a fast outside Bloomington City Hall from 6 p.m. Sunday to 6 p.m. Monday.

and Customs Enforcement (ICE). But ordinance supporters said the proposed ordinance would fill gaps in the Trust Act.

The ordinance would declare the city’s support for immigrants, regardless of their legal status, and limit city cooperation with ICE.

According to a statement from the Keep Families Together Campaign, while the city council waits, immigrants in the community are

living in fear.

Members of the Keep Families Together Campaign include YWCA McLean County, The Immigration Project, Illinois People’s Action, Not In Our Town, ACLU of Central Illinois, League of Women Voters of McLean County, Conexiones Latinas, Black Lives Matter BlO and CAUSA.

AN INTERFAITH THANKSGIVING SERVICE

HOSTED BY THE
MCLEAN COUNTY INTERFAITH ALLIANCE

SUNDAY, NOVEMBER 19
6:30 - 8:30 PM
EVELYN CHAPEL
BLANDS WESLEYAN UNIVERSITY
FOLLOWED BY RECEPTION

FELLOWSHIP
SHARING
LEARNING
COMMUNICATION
LOVE

A COMMUNION OF HEARTS AND SOULS. A COMMON TABLE.

OUR VIEWS

Words still true: Stand together

The Twin Cities has been racked with gun violence in recent weeks, leaving seven people dead and several more injured. Sadly, the following words ring as true today as they did on July 12, 2016, when this editorial originally was published.

Least rights vigil to remember recent victims of gun violence perhaps can fortify the belief that our lives — black, white, brown and blue — have more similarities than differences.

The vigil, sponsored by Not In Our Town Bloomington-Normal at First Christian Church in downtown Bloomington, remembered the victims and families who have pulled heartstrings and produced headlines across the country. The vigil came less than two weeks after NIOT marked its 20th anniversary in the fight against discrimination. Between July 1 and July 6, more than a dozen people — civilians and police — in the United States were injured in police-involved shootings, according to research by The Guardian and published at www.ftlodge.com. Those members do not include the shootings that occurred late last week and over the weekend.

Last week was a deadly week in America. It always is, but the biggest headlines focused on shootings that involved people of color and law enforcement. Both sides had guns, and both sides fell victim. And the nation spent a weekend in disbelief and grief.

America cannot continue at this pace. We have lost civility and understanding and empathy, with hatred fueled by 140-word rants. A mother who loses her son on Chicago streets gives no loss or no more than a mother who loses her officer son in Dallas, or a mother who loses her soldier daughter in Iraq. When a life is lost to violence, a community must grieve for a broader loss of innocence.

A divided country cannot stand; we learned that lesson once, and the hundreds of thousands of Civil War dead bore witness to the futility of that fight.

Disparate people across the United States are hurting and hungry, and we must find a way to alleviate that. We no longer can point fingers in hopes of finding a cause and a solution. We must agree that all lives matter; that civil discussions allow for all points of view; and that our similarities are greater than our differences. Only then is there hope that we can move forward.

We must take a step, however tentative, to quell the violence and hatred in our communities and our country. Pray for your neighbors, pray for strangers, pray for the families, pray for those who protect us and for those in such pain that violence seems the only answer.

Reach out to a stranger; reach a hand toward someone in need. Speak up when someone says or does something that promotes violence and divisiveness rather than love and caring.

Support the police. Support social services that help families in need. Support groups that share the messages of race, religion, abilities and gender.

The NIOT vigil was a way to remember those we have lost. It also was a step forward for our community to focus on a common goal of making sure America is the safe, strong and welcoming country the world knows it to be.

The question is not whether we will be arrested but what kind of treatment will we be. Will we be sentenced for being or will we be sentenced for loving? Will we be sentenced for the preservation of justice, or will we be sentenced for the cause of peace? No, there are no such things as the nation and the world, we are in dire need of creative solutions.

© Martin Luther King Jr., Letters from Birmingham Jail

How do we escape the prisons of poverty, racism, of fear of hate?

Join in an interfaith meditation & worship featuring readings from Dr. Martin Luther King Jr.'s

LETTERS FROM BIRMINGHAM JAIL

3 p.m. Sunday, January 14
Our Saviour Lutheran Church

1510 North Main, Normal, Illinois

supported by **NOT IN OUR TOWN** Faith & Outreach

An Interfaith Worship Service featuring readings from the Reverend Dr. Martin Luther King Jr.’s “Letter from the Birmingham City Jail,” brought roughly 100 area residents and leaders together in January 2018. Meanwhile, a March Interfaith Beyond Campus Workshop at Illinois Wesleyan drew 45 participants.

Immigration and inclusivity were key issues in 2018, and at least 50 individuals assembled at a Welcoming City Ordinance Candlelight Vigil in March to encourage municipal support.

In a landmark move, leaders established the McLean County Interfaith Alliance in April. Its mission statement? To build “mutually beneficial relationships among people of different faith groups for dialogue, service and support.”

Followup included an Interfaith Meeting with Eboo Patel and a Prairie Pride Coalition Spirituality Forum, both in October.

Two hundred-fifty local residents provided community response and support during an October Solidarity Shabbat event at Moses Montefiore Temple.

In addition, the alliance and NIOT provided outreach and resources for local high school students in an event with 100 in attendance.

ARTS & CULTURE

Members of Not In Our Town Steering Committee visited Illinois State University Professor Archana Shekara's graphic design courses to present about NIOT/ NIOS' mission. Students designed brochures, posters, postcards, and buttons for NIOS.

The steering committee also presented at ISU's Design Streak studio and Advanced Honors Seminar: Innovation and Inquiry, to help students gain deeper understanding of civic engagement, leadership, and activism. Presentations aided students in designing promotional materials for Illinois State University's Culturally Responsive Campus Community Conference and This is America exhibition.

BCAI School of Arts collaborated heavily with Not In Our Town, particularly in Fully Defend Yourself 2018, a January 20 program featuring cybersecurity, health, legal, ambition, physical, peace, and cultural defense sessions for approximately 50 individuals.

April 14's BCAI's Mix.Fuze.Evolve. 2018, at Illinois Wesleyan University's Hansen Student Center, put the spotlight on Latin and Indian cultures and provided crucial information about immigration and visa issues for guests and those viewing the event live online, ideally to "minimize ignorance on the subject."

Cultural exposure was also a key objective for guests at the Girls' Expo and Make Music Normal 2018 events, with BCAI sponsoring cultural dance performances. Further NIOT collaboration with For A Better Tomorrow included performances and cultural representation at Kite Fest 201 on May 6.

Cultural Fest 2018 was held at Miller Park stage, including a musical perspective on the African-American experience from slavery to the present day choreographed by BCAI student Yasimine "Yaz" Hamilton. The performance can be viewed at https://www.youtube.com/watch?v=JoMp4T_duvA.

Finally, BCAI provided a Afro-Latin "Waka Waka" performance collaboration at the IWU Black Student Union's Kwanzaa celebration dinner.



SOCIAL MEDIA PRESENCE

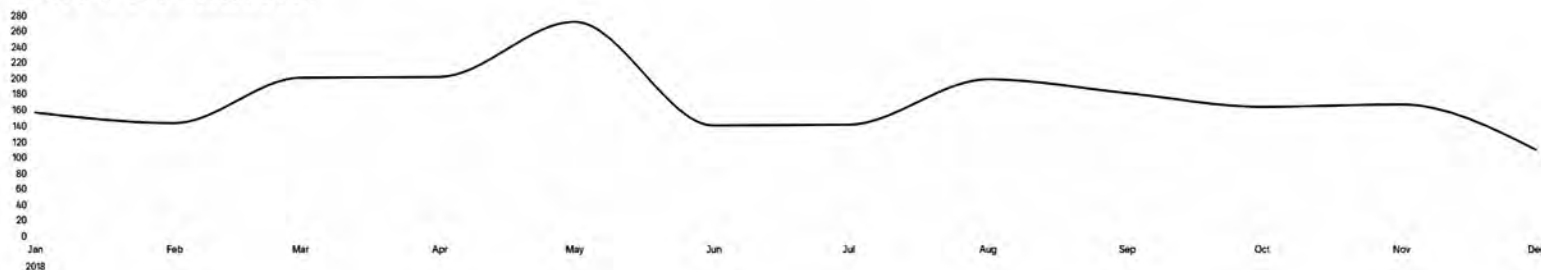
Not In Our Town Bloomington-Normal has a very active Facebook page, with postings daily, and 2,758 followers. As an example of activity, from November 18, 2018 through January 17, 2019, there were 117 posts, or an average of 1.95 per day.

Not In Our Town
Bloomington/Normal
Web Traffic
January 1-December 31
www.niotbn.org

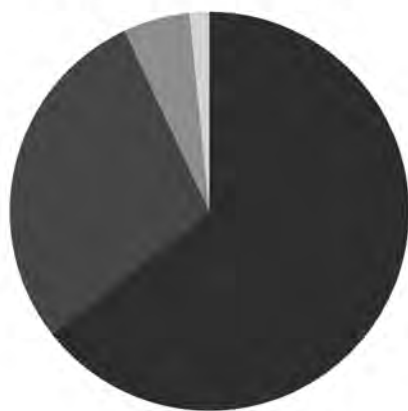
2076 Visits
3211 Page Views



VISITS BY MONTH



VISITS BY DEVICE TYPE



- Desktop
1,338 (64%)
- Mobile
593 (29%)
- Tablet
112 (5%)
- Unknown
33 (2%)

VISITS BY SOURCE



- Google
1,264 (61%)
- Direct
521 (25%)
- Facebook
143 (7%)
- hr.illinoisstate....
30 (1%)
- Others
120 (6%)

“Stop hate, address bullying, and build a safe and inclusive community for all.”



www.niotbn.org



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENT(S): Administration and Finance

SUBJECT: Consideration of an ordinance enacting video gaming license fees and amending the City Code to set the video gaming license period from May 1 to April 30 of each year, as requested by the Administration and Finance Departments.

RECOMMENDATION/MOTION: The Ordinance Amending the Schedule of Fees to Enact a Video Gaming License Fee and Amending Chapter 7 of the City Code on the Renewal of Video Gaming Licenses, be approved, and the Mayor and Interim City Clerk authorized to execute the Ordinance.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: In July 2009, the State legislature adopted the Video Gaming Act, which permitted video gaming within the State of Illinois. In July 2012, the City amended its code to allow video gaming in Bloomington. On February 27, 2018, the City Council adopted an ordinance requiring establishments having video gaming to obtain a City of Bloomington video gaming license. At that time, no fee was established by the City. Now, an ordinance is being proposed that would set a licensing fee of \$500.00 per video gaming terminal. As set forth below, this fee would equate to about .811% of the average annual net income per terminal. The "net terminal income" is known as the money paid into a video gaming terminal minus credits paid out to players.

In 2018, the total net terminal income in Bloomington exceeded \$15,900,000. The average net terminal income per individual terminal for calendar year 2018 was approximately \$61,636. On average, most establishments have between four and five individual video gaming terminals. By law, no establishment can have more than five individual video gaming terminals.

As of January 2019, there were 54 establishments with video gaming in the City, with a total of 249 individual video gaming terminals. In January 2019 alone, the average net terminal income exceeded \$23,000 per establishment (or \$5,000 per terminal).

It should be noted the First District Appellate Court, in 2015, upheld a similar home-rule ordinance regulating video gaming and charging a \$1,000 per terminal licensing fee. See Accel Entertainment Gaming, LLC v. Village of Elmwood Park, 2015 IL (1st) 143822. The Court found that the ordinance was a valid use of the municipality's home-rule powers in that it promoted the health, safety and general welfare of residents.

The following is an overview of municipal video gaming fees in neighboring home-rule communities:

| Municipality | Terminal and/or License Fees |
|---------------------|---|
| City of Peoria | \$500 per video gaming terminal |
| City of Springfield | \$250 per video gaming terminal \$500 annual supplier license |
| City of Champaign | \$250 per video gaming terminal \$500 for a non-gaming lounge license \$4,200 for a gaming lounge license |
| City of Urbana | \$1,080 per video gaming terminal |
| Town of Normal | \$200 per video gaming terminal |
| City of Decatur | \$500 per video gaming terminal |

In addition to establishing the license fee, the ordinance also modifies the licensure period to May 1 through April 30 and clarifies that all licenses must be renewed by May 1 of each year. The City Clerk's office will create the necessary renewal applications and notices.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, video gaming license revenue is estimated to be approximately \$125,000 annually, and this amount will be included in the pending FY 2020 Budget; General Fund, Non-Departmental, Video Gaming Machine License account (10010010-51021). Stakeholders can locate information related to Non-Departmental Revenues in the FY 2020 Proposed Budget Book titled Budget Overview & General Fund, beginning on page 109.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended By:



Tim Gleason
City Manager

Attachments:

- January 2019 Video Gaming Report
- 2018 Video Gaming Report

ORDINANCE NO. 2019 - 19

AN ORDINANCE AMENDING THE SCHEDULE OF FEES TO ENACT A VIDEO GAMING LICENSE FEE AND AMENDING CHAPTER 7 OF THE CITY CODE ON THE RENEWAL OF VIDEO GAMING LICENSES

WHEREAS, the City of Bloomington, Mclean County, Illinois (hereinafter referred to as "City") is an Illinois home-rule municipality; and

WHEREAS, the City Council has the authority to regulate video gaming in a manner not inconsistent with the provisions of the Illinois Video Gaming Act; and

WHEREAS, on February 26, 2018, the City Council adopted an ordinance establishing a framework for licensing video gaming terminals and establishing a moratorium on the issuance of new video gaming licenses within the City; and

WHEREAS, when the licensure framework was adopted, no fee was enacted for obtaining a video gaming license; and

WHEREAS, as a home-rule municipality, the City may impose fees for the operation of video gaming terminals; and

WHEREAS, the City Council remains concerned about the proliferation of gambling and its potential detrimental impact upon the health, safety, and welfare of the City's residents; and

WHEREAS, the City Council finds it in the best interest of the City to enact fees associated with the City's video gaming licenses as set forth in this Ordinance and that such promotes the health, safety and welfare of the City's residents; and

WHEREAS, the City Code currently provides video gaming licenses shall be for a 12-month period commencing on April 1 of each year; and

WHEREAS, the City Council finds it in the best interest of the City to provide that the license period shall run from May 1 to April 30 of each year and to clarify that existing licenses must be renewed each year by May 1.

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

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

SECTION 2. Chapter 7, Article 12, Section 124 of the City Code shall be amended as follows:

Chapter 7: Section 124: Video Gaming Licenses

The fee for a Video Gaming License shall be as set forth in the Schedule of Fees.

Video Gaming Licenses shall be issued by the Clerk and shall be for a twelve-month period ~~commencing on April 1~~ that shall run from May 1 to April 30 of each year. Existing licenses must be renewed by May 1 of each year in accordance with a renewal application issued by the City Clerk and are subject to the same Video Gaming License fees as set forth in the Schedule of Fees. Licenses existing on the effective date of this ordinance shall be continued in effect through April 30, 2019. Video Gaming License Fees are not subject to proration.

SECTION 3. As permitted by Chapter 1, Section 30(d), the City's Schedule of Fees for the various licenses, permits, services and other fees shall be amended as follows:

AMUSEMENTS (CHAPTER 7)

J. VIDEO GAMING LICENSES

1. VIDEO GAMING LICENSE No Fee \$500 per video gaming terminal

SECTION 4. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 5. 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 6. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 7. This ordinance shall be in full force and effect 10-days from and after passage, approval and publication in pamphlet form as required by law.

SECTION 8. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of March 2019.

APPROVED this 26th day of March 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT
Bloomington
January 2018 - December 2018**

3/20/2019
10:51 am

| Municipality | Establishment | License Number | VGT Count | VGT Wagering Activity | | | VGT Income | | | VGT Tax Distribution | | |
|--------------|--|----------------|-----------|-----------------------|-----------------|-----------------------|----------------|----------------|----------------|----------------------|--------------|--------------------|
| | | | | Amount Played | Amount Won | Net Wagering Activity | Funds In | Funds Out | NTI | NTI Tax Rate (30%) | State Share | Municipality Share |
| Bloomington | American Hungarian Family Society | 150700683 | 5 | \$1,404,515.94 | \$1,278,993.67 | \$125,522.27 | \$468,858.00 | \$343,335.73 | \$125,522.27 | \$37,657.45 | \$31,381.20 | \$6,276.25 |
| Bloomington | Around the Corner, Inc. | 140704223 | 5 | \$7,087,127.79 | \$6,502,005.56 | \$585,122.23 | \$2,340,279.00 | \$1,755,156.77 | \$585,122.23 | \$175,537.13 | \$146,280.95 | \$29,256.18 |
| Bloomington | Auctus LLC | 130702568 | 4 | \$1,811,161.21 | \$1,665,041.23 | \$146,119.98 | \$485,066.00 | \$338,946.02 | \$146,119.98 | \$43,836.44 | \$36,530.40 | \$7,306.04 |
| Bloomington | BAYMT, Inc | 120702074 | 5 | \$4,525,209.63 | \$4,175,557.91 | \$349,651.72 | \$1,402,802.00 | \$1,053,140.03 | \$349,661.97 | \$104,899.15 | \$87,416.00 | \$17,483.15 |
| Bloomington | Betty Ruth Roley | 140703279 | 5 | \$4,873,096.32 | \$4,536,223.16 | \$336,873.16 | \$1,463,053.00 | \$1,126,179.60 | \$336,873.40 | \$101,062.62 | \$84,218.84 | \$16,843.78 |
| Bloomington | Big Cheese, Inc. | 150703510 | 4 | \$1,018,053.53 | \$949,869.66 | \$68,183.87 | \$330,706.00 | \$262,522.16 | \$68,183.84 | \$20,455.50 | \$17,046.25 | \$3,409.25 |
| Bloomington | BillHill, Inc. | 120706741 | 5 | \$2,676,057.25 | \$2,465,373.26 | \$210,683.99 | \$860,558.00 | \$649,874.05 | \$210,683.95 | \$63,205.75 | \$52,671.48 | \$10,534.27 |
| Bloomington | Bloomington F.O.E. #527 | 120807649 | 5 | \$2,470,255.07 | \$2,250,003.18 | \$220,251.89 | \$711,687.00 | \$491,435.11 | \$220,251.89 | \$66,076.37 | \$55,063.67 | \$11,012.70 |
| Bloomington | Bloomington Lodge No. 745 Loyal Order of Moose | 120807123 | 5 | \$2,475,509.52 | \$2,317,560.06 | \$157,949.46 | \$805,989.00 | \$648,039.49 | \$157,949.51 | \$47,385.42 | \$39,487.89 | \$7,897.53 |
| Bloomington | Blue Note Enterprises, LLC | 140704334 | 2 | \$94,798.04 | \$89,223.60 | \$5,574.44 | \$32,741.00 | \$27,166.56 | \$5,574.44 | \$1,672.30 | \$1,393.58 | \$278.72 |
| Bloomington | C & K HOTEL GROUP LLC | 120708012 | 5 | \$2,225,756.47 | \$2,032,524.71 | \$193,231.76 | \$778,842.00 | \$585,610.24 | \$193,231.76 | \$57,970.06 | \$48,308.39 | \$9,661.67 |
| Bloomington | Chronister Oil Company | 121007648 | 5 | \$17,401,488.56 | \$16,086,523.51 | \$1,314,965.05 | \$5,037,015.00 | \$3,722,013.96 | \$1,315,001.04 | \$394,501.11 | \$328,750.93 | \$65,750.18 |
| Bloomington | CJ's Catering, Inc. | 140703722 | 2 | \$541.50 | \$261.22 | \$280.28 | \$351.00 | \$70.72 | \$280.28 | \$84.09 | \$70.08 | \$14.01 |
| Bloomington | COPPER TOP, INC. | 120701411 | 5 | \$3,266,649.16 | \$3,024,746.46 | \$241,902.70 | \$980,990.00 | \$739,087.26 | \$241,902.74 | \$72,571.21 | \$60,476.03 | \$12,095.18 |
| Bloomington | Crawford's Corner Pub, LLC | 170701147 | 5 | \$2,057,371.46 | \$1,883,551.54 | \$173,819.92 | \$712,592.00 | \$538,772.08 | \$173,819.92 | \$52,146.52 | \$43,455.44 | \$8,691.08 |
| Bloomington | David G Dearth | 120701356 | 5 | \$6,330,656.10 | \$5,840,229.98 | \$490,426.12 | \$1,905,404.00 | \$1,414,957.88 | \$490,446.12 | \$147,134.48 | \$122,612.06 | \$24,522.42 |
| Bloomington | Dublin Bay, Inc. | 140700137 | 2 | \$746,890.70 | \$707,786.78 | \$39,103.92 | \$253,936.00 | \$214,832.08 | \$39,103.92 | \$11,731.37 | \$9,776.15 | \$1,955.22 |
| Bloomington | East Island Inc. | 170701320 | 3 | \$27,753.07 | \$25,982.73 | \$1,770.34 | \$9,872.00 | \$8,101.66 | \$1,770.34 | \$531.13 | \$442.63 | \$88.50 |
| Bloomington | El Toro Margarita Island, Incorporated | 140700204 | 3 | \$428,053.49 | \$397,681.00 | \$30,372.49 | \$148,103.00 | \$117,730.51 | \$30,372.49 | \$9,112.07 | \$7,593.40 | \$1,518.67 |
| Bloomington | Fat Jack's, Inc. | 120700474 | 4 | \$1,299,736.08 | \$1,183,057.65 | \$116,678.43 | \$458,459.00 | \$341,759.07 | \$116,699.93 | \$35,010.48 | \$29,175.43 | \$5,835.05 |
| Bloomington | Freedom Oil Company | 131005730 | 5 | \$6,171,832.76 | \$5,597,392.61 | \$574,440.15 | \$2,041,464.00 | \$1,467,023.85 | \$574,440.15 | \$172,332.55 | \$143,610.50 | \$28,722.05 |
| Bloomington | G Cubed, Inc. | 120700777 | 4 | \$2,351,809.25 | \$2,172,381.80 | \$179,427.45 | \$693,857.00 | \$514,430.00 | \$179,427.00 | \$53,828.52 | \$44,857.09 | \$8,971.43 |
| Bloomington | Gill Street Group, LLC | 120707425 | 5 | \$2,473,257.58 | \$2,255,073.59 | \$218,183.99 | \$837,142.00 | \$618,958.01 | \$218,183.99 | \$65,455.73 | \$54,546.47 | \$10,909.26 |
| Bloomington | Golden House, LLC Bloomington | 170702434 | 5 | \$935,177.77 | \$851,254.68 | \$83,923.09 | \$358,306.00 | \$274,382.91 | \$83,923.09 | \$25,177.43 | \$20,981.20 | \$4,196.23 |
| Bloomington | GS Partners, Inc. | 120709987 | 5 | \$5,419,356.30 | \$5,056,577.06 | \$362,779.24 | \$1,804,638.00 | \$1,441,838.73 | \$362,799.27 | \$108,840.37 | \$90,700.30 | \$18,140.07 |
| Bloomington | Hurley Consolidated Enterprises, LLC | 140701470 | 5 | \$1,560,643.06 | \$1,431,253.26 | \$129,389.80 | \$441,577.00 | \$312,187.20 | \$129,389.80 | \$38,817.51 | \$32,347.96 | \$6,469.55 |
| Bloomington | Hurley Entertainment Group, Inc. | 170701507 | 5 | \$4,734,884.11 | \$4,299,924.09 | \$434,960.02 | \$1,686,230.00 | \$1,251,260.88 | \$434,969.12 | \$130,491.16 | \$108,742.64 | \$21,748.52 |
| Bloomington | JAYST, INC. | 120702077 | 4 | \$1,594,842.37 | \$1,484,613.01 | \$110,229.36 | \$520,195.00 | \$409,965.64 | \$110,229.36 | \$33,069.16 | \$27,557.63 | \$5,511.53 |
| Bloomington | John H. Kraus Post No. 454 Veterans of Foreign Wars of the United States | 120902173 | 5 | \$3,877,985.87 | \$3,521,892.31 | \$356,093.56 | \$1,229,961.00 | \$873,867.44 | \$356,093.56 | \$106,828.61 | \$89,023.87 | \$17,804.74 |
| Bloomington | Junction West, Inc. | 120702079 | 5 | \$4,051,754.07 | \$3,722,059.16 | \$329,694.91 | \$1,377,974.00 | \$1,048,279.47 | \$329,694.53 | \$98,908.98 | \$82,424.18 | \$16,484.80 |
| Bloomington | Keldon, Inc. | 120700458 | 5 | \$4,371,153.46 | \$3,989,363.30 | \$381,790.16 | \$1,310,076.00 | \$928,285.96 | \$381,790.04 | \$114,537.47 | \$95,447.93 | \$19,089.54 |
| Bloomington | KOBE HIBACHI STEAKHOUSE INC. | 120712220 | 5 | \$895,559.44 | \$825,505.30 | \$70,054.14 | \$320,623.00 | \$250,568.83 | \$70,054.17 | \$21,016.73 | \$17,513.96 | \$3,502.77 |
| Bloomington | LAKESIDE COUNTRY CLUB, INC. | 120710244 | 5 | \$1,837,860.77 | \$1,690,578.62 | \$147,282.15 | \$603,880.00 | \$456,597.85 | \$147,282.15 | \$44,185.41 | \$36,821.17 | \$7,364.24 |
| Bloomington | LKH, Inc. | 120700463 | 5 | \$6,669,522.94 | \$6,141,086.78 | \$528,436.16 | \$2,178,205.00 | \$1,649,769.32 | \$528,435.68 | \$158,531.23 | \$132,109.37 | \$26,421.86 |
| Bloomington | Marplayaa Inc. | 150702443 | 3 | \$697,564.13 | \$644,757.60 | \$52,806.53 | \$250,842.00 | \$198,035.47 | \$52,806.53 | \$15,842.21 | \$13,201.81 | \$2,640.40 |
| Bloomington | Martin & Bayley, Inc. | 131003834 | 5 | \$10,217,717.87 | \$9,421,860.41 | \$795,857.46 | \$3,023,749.00 | \$2,227,694.03 | \$796,054.97 | \$238,817.31 | \$199,014.43 | \$39,802.88 |
| Bloomington | MCO QSR, Incorporated | 120700786 | 5 | \$4,231,010.89 | \$3,875,159.56 | \$355,851.33 | \$1,393,923.00 | \$1,038,071.67 | \$355,851.33 | \$106,756.24 | \$88,963.54 | \$17,792.70 |

January 2018 - December 2018

| Municipality | Establishment | License Number | VGT Count | VGT Wagering Activity | | | VGT Income | | | VGT Tax Distribution | | |
|----------------------|---------------------------------------|--------------------------|------------|-------------------------|-------------------------|------------------------|------------------------|------------------------|------------------------|-----------------------|-----------------------|---------------------|
| | | | | Amount Played | Amount Won | Net Wagering Activity | Funds In | Funds Out | NTI | NTI Tax Rate (30%) | State Share | Municipality Share |
| Bloomington | MCTH, Inc. | 150701735 | 5 | \$4,288,277.39 | \$3,945,945.98 | \$342,331.41 | \$1,363,928.00 | \$1,021,596.59 | \$342,331.41 | \$102,699.87 | \$85,583.26 | \$17,116.61 |
| Bloomington | Mickey's Kitchen, Inc. | 170700047 | 5 | \$1,772,081.82 | \$1,633,299.92 | \$138,781.90 | \$531,551.00 | \$392,769.10 | \$138,781.90 | \$41,635.06 | \$34,695.90 | \$6,939.16 |
| Bloomington | Mugsy's Pub, Inc. | 120700451 | 5 | \$4,291,751.62 | \$3,910,191.70 | \$381,559.92 | \$1,459,237.00 | \$1,077,677.08 | \$381,559.92 | \$114,468.58 | \$95,390.50 | \$19,078.08 |
| Bloomington | Nightshop LLC | 180700570 | 5 | \$308,037.81 | \$281,508.62 | \$26,529.19 | \$119,518.00 | \$92,988.81 | \$26,529.19 | \$7,959.05 | \$6,632.53 | \$1,326.52 |
| Bloomington | Old English INN LTD. | 120707746 | 5 | \$5,394,785.28 | \$4,986,754.54 | \$408,030.74 | \$1,892,979.00 | \$1,484,948.21 | \$408,030.79 | \$122,409.77 | \$102,008.17 | \$20,401.60 |
| Bloomington | Peggy Bateman | 120710158 | 5 | \$2,443,855.41 | \$2,264,901.69 | \$178,953.72 | \$738,386.00 | \$559,432.42 | \$178,953.58 | \$53,686.46 | \$44,738.75 | \$8,947.71 |
| Bloomington | Pheasant Lanes Family Fun Center, LLC | 120710898 | 5 | \$6,864,675.92 | \$6,309,251.97 | \$555,423.95 | \$2,192,203.00 | \$1,636,777.88 | \$555,425.12 | \$166,628.22 | \$138,856.84 | \$27,771.38 |
| Bloomington | Pilot Travel Centers LLC | 121009209 | 5 | \$12,898,556.38 | \$11,872,414.53 | \$1,026,141.85 | \$4,023,251.00 | \$2,997,143.39 | \$1,026,107.61 | \$307,832.99 | \$256,527.52 | \$51,305.47 |
| Bloomington | Ralben, Inc. | 130705917 | 5 | \$5,421,623.46 | \$4,920,952.77 | \$500,670.69 | \$1,771,341.00 | \$1,270,670.31 | \$500,670.69 | \$150,201.79 | \$125,168.19 | \$25,033.60 |
| Bloomington | ROKOS, INC. | 120710849 | 2 | \$293,481.26 | \$270,121.35 | \$23,359.91 | \$101,393.00 | \$78,033.09 | \$23,359.91 | \$7,008.10 | \$5,840.09 | \$1,168.01 |
| Bloomington | SETINTHEBAR, Inc. | 150701851 | 2 | \$175,686.05 | \$161,607.78 | \$14,078.27 | \$53,853.00 | \$39,774.73 | \$14,078.27 | \$4,223.56 | \$3,519.64 | \$703.92 |
| Bloomington | Snyder Brickyard Hotel, LLC | 140704163 | 5 | \$3,305,499.86 | \$3,019,028.50 | \$286,471.36 | \$1,139,474.00 | \$852,998.74 | \$286,475.26 | \$85,943.21 | \$71,619.36 | \$14,323.85 |
| Bloomington | Sport & Bait Lounge Tavern, Inc. | 120706737 | 5 | \$3,521,388.00 | \$3,233,113.85 | \$288,274.15 | \$1,189,077.00 | \$900,803.01 | \$288,273.99 | \$86,482.56 | \$72,068.81 | \$14,413.75 |
| Bloomington | T V E O Corporation | 120707001 | 5 | \$2,985,200.10 | \$2,762,994.02 | \$222,206.08 | \$1,031,821.00 | \$809,614.92 | \$222,206.08 | \$66,662.40 | \$55,552.00 | \$11,110.40 |
| Bloomington | TA Operating LLC | 121010652 | 5 | \$7,832,892.18 | \$7,170,836.07 | \$662,056.11 | \$2,166,609.00 | \$1,504,582.74 | \$662,026.26 | \$198,608.65 | \$165,507.22 | \$33,101.43 |
| Bloomington | TEDJ, LLC | 130705788 | 5 | \$2,615,778.72 | \$2,437,258.88 | \$178,519.84 | \$819,710.00 | \$641,190.16 | \$178,519.84 | \$53,556.60 | \$44,630.52 | \$8,926.08 |
| Bloomington | The Lincoln Springs Center, LLC | 160701632 | 5 | \$1,570,651.61 | \$1,447,792.44 | \$122,859.17 | \$553,689.00 | \$430,834.41 | \$122,854.59 | \$36,857.12 | \$30,714.27 | \$6,142.85 |
| Bloomington | Twostep, Inc. | 130705638 | 4 | \$1,596,452.94 | \$1,454,471.60 | \$141,981.34 | \$575,995.00 | \$434,013.66 | \$141,981.34 | \$42,594.75 | \$35,495.64 | \$7,099.11 |
| Bloomington | West Side Liquors, Inc. | 120707519 | 5 | \$2,318,119.03 | \$2,151,920.20 | \$166,198.83 | \$769,560.00 | \$603,360.95 | \$166,199.05 | \$49,860.40 | \$41,550.35 | \$8,310.05 |
| Bloomington | Winners Of Bloomington, Inc. | 120700441 | 5 | \$3,581,660.54 | \$3,263,667.34 | \$317,993.20 | \$1,156,781.00 | \$838,787.80 | \$317,993.20 | \$95,398.62 | \$79,498.87 | \$15,899.75 |
| REPORT TOTAL: | | 57 Establishments | 258 | \$197,793,068.91 | \$181,890,963.76 | \$15,902,105.15 | \$62,910,301.00 | \$47,007,946.24 | \$15,902,354.76 | \$4,770,735.03 | \$3,975,613.28 | \$795,121.75 |



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Ordinance amending Bloomington City Code, Chapter 39, to increase the Local Motor Fuel Tax by four cents (\$0.04) per gallon to a total of eight cents (\$0.08), effective May 1, 2019, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Ordinance be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 2. Upgrade City Infrastructure and Facilities; and Goal 5. Great Place - Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services; Objective 2a. Better quality roads and sidewalks; Objective 5a. Well-planned City with necessary services and infrastructure; and Objective 5b. City decisions consistent with plans and policies.

BACKGROUND: Public Works is recommending the approval of an Ordinance amending Bloomington City Code, Chapter 39, to increase the Local Motor Fuel Tax (LMFT) by four cents (\$0.04) per gallon, effective May 1, 2019. Staff projects that increasing the LMFT by four cents will allow the City to allocate an additional \$2,300,000 to street resurfacing, curb and gutter, ADA sidewalks, ADA ramps, pavement preservation, sidewalk grinding, and sidewalks near Connect Transit stops.

The City of Bloomington implemented a \$0.04 per gallon LMFT on August 1, 2014. LMFT is collected on all retail sales of motor fuel. LMFT funds must be used for transportation infrastructure projects. LMFT enables funding to come from residents and non-residents who use the City's streets. At this time, LMFT is the only direct way for the City to capture revenue from non-residents who use the City's streets.

All LMFT funds, along with 0.25 percent of Home Rule Sales Tax, go into the Capital Improvement Fund to help pay for street general resurfacing, curb and gutter, street and alley patching, pavement preservation, ADA ramps, and ADA sidewalks, which amounts to approximately \$4,600,000 in available annual funds. Current estimates, however, are that actual annual needs are at least \$6,000,000 for street resurfacing and pavement preservation alone to maintain the current road network. This does not include any needed sidewalk work.

In addition, the \$6,000,000 is not expected to catch up our service level to a certain rating. Instead, it is expected to prevent the streets from getting worse by stretching the life of our

existing pavements by using pavement preservation. It is staff's estimate that this increase would allow the City to meet street maintenance needs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Local Motor Fuel Tax Revenue is posted into the General Fund Non-Departmental account (10010010-50020). All revenues are then transferred to the Capital Improvement Fund where they are restricted for Transportation Infrastructure use. Current projections show that an additional four cent (\$.04) per gallon tax could result in approximately \$2,300,000 in additional Local Motor Fuel Tax funds.

COMMUNITY DEVELOPMENT IMPACT: Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode; Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system; Objective TAQ-1.2 Data-driven transportation infrastructure policy and management; Objective TAQ-1.4 Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network; Objective TAQ-1.5 Plan for appropriate and safe access to major surface transportation facilities, including arterial and collector streets; Objective TAQ-1.6 A transportation network that facilitates prompt emergency response and management.

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

Respectfully submitted for Council consideration.

Prepared By: Michael Hill, Management Analyst
Scott Rathbun, Finance Director

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 1B ORDINANCE Local Motor Fuel Tax Increase 03252019

ORDINANCE NO. 2019 - 20

AN ORDINANCE AMENDING CHAPTER 39 OF THE CITY CODE
TO INCREASE THE LOCAL MOTOR FUEL TAX

BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, Illinois:

SECTION 1. Bloomington City Code Chapter 39, Section 371 (a) shall be amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

CHAPTER 39: TAXATION
ARTICLE XVIII: LOCAL MOTOR FUEL TAX

Section 371 Imposition of Tax

(a) There is levied and imposed upon the purchase of each gallon of motor fuel, or fraction thereof, sold at retail within the corporate limits of the City, irrespective of the unit of measure in which it is actually sold, a tax at the rate of ~~four cents (\$0.04)~~ eight cents (\$0.08) per gallon from and after May 1, ~~2014~~ 2019.

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall take effect May 1, 2019, after the date of its publication as required by law.

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

PASSED this 25th day of March 2019.

APPROVED this 26th day of March 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: March 25, 2019

SPONSORING DEPARTMENT: Finance

SUBJECT: Consideration of an Ordinance amending the Fiscal Year 2019 Budget Source of Funds for the previously approved Miller Park Zoo Concession Stand and Parking Lot, from the \$600,000 portion targeted for a bank loan to a Use of Fund Balance, as requested by the Finance Department.

RECOMMENDATION/MOTION: The Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goals 2. Upgrade City Infrastructure and Facilities; 4: Strong Neighborhoods; and 5: Great Place - Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE Objectives 2e. Investing in the City's future through a realistic, funded capital improvement program; 5b: City decisions consistent with plans and policies; and 5d: Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: On October 22, 2018 the City Council approved a contract with Stark Excavating, Inc. for \$1,058,924 for construction services related to the Miller Park Zoo Concession Stand and Parking Lot improvements; with the related Budget Amendment approved on November 13, 2018. The Financial Impact of the memo indicated a total project estimate of \$1,200,000 - to be sourced as follows:

- \$100K State Grant
- \$100K Park Dedication Funds - permanent use
- \$400K Park Dedication Funds - borrowed at zero percent and paid back over 15 years = approximately \$27K per year
- \$600K Bank Loan - approximate debt service of \$50K per year (15 years, 3.25%)

The unrestricted / budgetary General Fund balance at the end of FY 2018 was \$19.2M or 19.9% of annual FY 2018 expenditures. A surplus is currently being forecast for FY 2019. The use of Fund Balance for one-time capital projects is generally accepted. Staff estimates utilizing Fund Balance instead of borrowing funds will save the City approximately \$250,000 over the term of the loan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The current projection for the FY 2019 General Fund ending budgetary Fund Balance is approximately \$20.7M or 19.6%. If approved, projections for the FY 2019 ending surplus and ending fund balance will be lowered by \$600,000. The BUA Exhibit details the Amendment to be made.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Scott Rathbun, Finance Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- FIN 1B - ORDINANCE BUDGET AMENDMENT
- FIN 1C - EXHIBIT BUDGET AMENDMENT

ORDINANCE NO. 2019 - 21

**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 was approved on November 13, 2018 approving funding sources for the Miller Park Zoo Concession Stand and Parking Lot project; and

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2019 Budget in the amount of \$600,000 related to the Miller Park Concession Stand and Parking Lot Project source of funds, changing the source from a Bank Loan to Use of Fund Balance, as requested by the Finance Department.

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 25th day of March 2019.

APPROVED this 26th day of March 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

FY 2019 Budget Amendment-Exhibit

| Account # | Fund | Account Description | Amount | Comments |
|-------------------------|--------------|------------------------------|-----------------|---------------------------------------|
| 10010010-79196 | General Fund | Contribution to Fund Balance | \$ (600,000.00) | Decrease Contribution to Fund Balance |
| 10014136-57515 | General Fund | Loan Proceeds | \$ 600,000.00 | Remove use of Loan Proceeds |
| Net Transaction: | | | \$ - | |

FY 2019 Budget Amendment-Exhibit

| Account # | Fund | Account Description | Amount | Comments |
|-------------------------|--------------|------------------------------|-----------------|---------------------------------------|
| 10010010-79196 | General Fund | Contribution to Fund Balance | \$ (600,000.00) | Decrease Contribution to Fund Balance |
| 10014136-57515 | General Fund | Loan Proceeds | \$ 600,000.00 | Remove use of Loan Proceeds |
| Net Transaction: | | | \$ - | |