



ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

NOVEMBER 10, 2014

ADDITION TO RECOGNITION/APPOINTMENTS

Item 6G. Introduction of Stephen Rasmussen, Asst. City Manager.

ADDITION TO CONSENT AGENDA

Item 7B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.) *City Council Memorandum and attachment.*

ADDITION TO REGULAR AGENDA

Item 8B. Purchase of Lots 47 and 48 of Empire Business Park Preliminary Plat utilizing a \$750,000 state legislative grant from Senator Bill Brady and to enter into an Agreements with Central Catholic High School (Recommend that the Purchase of Lots 47 & 48 Empire Business Park and Agreements be approved, adopted and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.) *Attachment 1: Purchase Agreement.*



FOR COUNCIL: November 10, 2014

SUBJECT: Bills and Payroll

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

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$4,222,559.33, (Payroll total \$2,019,479.34, and Accounts Payable total \$2,203,079.99).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk's office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

Motion: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON FINANCE REPORT

Council of November 10, 2014

<u>PAYROLL</u>			
Date	Gross Pay	Employer Contribution	Totals
10/30/2014	\$ 1,275,724.93	\$ 114,588.55	\$ 1,390,313.48
10/31/2014	\$ 234,233.30	\$ 78,647.04	\$ 312,880.34
11/7/2014	\$ 235,553.33	\$ 78,755.91	\$ 314,309.24
11/3/2014	\$ 1,948.03	\$ 28.25	\$ 1,976.28
Off Cycle Adjustments			
PAYROLL GRAND TOTAL			\$ 2,019,479.34

<u>ACCOUNTS PAYABLE</u>			
Date	Bank	Total	
11/10/2014	AP General	\$ 1,748,733.29	
	AP BCPA		
11/10/2014	AP Comm Devel	\$ 158.95	
	AP IHDA		
11/10/2014	AP Library	\$ 43,901.57	
	AP MFT		
10/30/2014-11/05/2014	Off Cycle Check Runs	\$ 410,286.18	
AP GRAND TOTAL		\$ 2,203,079.99	

TOTAL	\$ 4,222,559.33
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PCARD

PCARD GRAND TOTAL

WIRES

WIRE GRAND TOTAL

Respectfully,

Patti-Lynn Silva
Director of Finance

AGREEMENT TO PURCHASE

This Agreement between the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation organized under the laws of the State of Illinois, whose mailing address is 109 East Olive Street, P.O. Box 3157, Bloomington, Illinois 61702-3157 (the "Buyer") and FOB DEVELOPMENT, INC., 1776 W. Winnemac Ave., #306, Chicago, IL 60640 (the "Seller").

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Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth herein, and only if Buyer receives full project funding from the Illinois Department of Commerce & Economic Opportunity, all of Seller's rights, title and interest in the real estate located at 3200 block of Cornelius Drive (Shown on the attached Exhibit A as Lots 47 and 48 of Empire Business Park Preliminary Plat), and legally described on Exhibit B attached hereto (the "Property").

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Section 1. Price and Terms:

The purchase price shall be \$750,000.00, due and payable from Buyer to Seller at closing.

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Section 2. Method of Payment:

Buyer shall pay the purchase price in cash, cashier's check, certified funds or the equivalent.

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Section 3. Closing:

This Agreement shall be closed within thirty (30) days after Buyer notifies Seller that all contingencies relating to this Agreement have been satisfied. These contingencies include, but are not limited to, full project funding as provided for in the second paragraph hereof; expiration of the inspection period provided for in Section 9 hereof to the satisfaction of Buyer; completion of the Final Plat approval process under the provisions of the Land Subdivision Code of the City of Bloomington. Seller shall surrender possession of the Property to Buyer at the time of closing.

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Section 4. Closing Costs:

Unless otherwise stated, closing costs are to be paid as follows: 1) Seller shall pay all Seller's existing loans, liens and related costs affecting the sale of the Property, Seller's settlement fees, the balance on any leased items that remain with the Property, and a title insurance policy with Buyer to receive benefit of simultaneous issue; and 2) Buyer shall pay transfer taxes, deed recording fees, hazard and other required insurance, and Buyer's settlement fees.

Section 5. Conveyance:

At closing Seller shall convey and transfer the Property to Buyer by warranty deed subject to the exceptions permitted herein. At the same time the purchase price shall be paid and all documents relative to the transaction shall be signed and delivered.

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Section 6. Items Included or Excluded:

Included, if present, as part of the Property sale are: all real estate, buildings, improvements, appurtenances (easements, rights-of-way and privileges) and fixtures.

Section 7. Title Evidence:

Upon acceptance of this Agreement, Seller shall within thirty (30) days furnish at Seller's expense a commitment for an owner's title guaranty policy issued by a company licensed to issue the same for the county in which the Property is located for the amount of the purchase price, subject to, but not limited to, the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, (c) zoning laws and ordinances, (d) easements of record or in place affecting the Property, if any, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, (g) mortgage or other lien that may be eliminated at closing by application of the purchase price and (h) rights of tenants in possession.

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Buyer or Buyer's attorney shall within a reasonable time after receiving such title evidence deliver to Seller a report in writing specifying any objections made to the title. If material objections made to the title in such report are not cured within twenty (20) days after such report is so delivered, this Agreement shall, at Buyer's option, be void. Buyer may, nevertheless, elect to take such title as it then is, and in such case, Seller shall convey the Property as agreed.

Section 8. Plat:

At such time as Buyer advises Seller that all contingencies have been met, Seller shall initiate the process securing approval from the City of Bloomington, McLean County, Illinois of a Final Plat prepared in accordance with the requirements of the City of Bloomington Land Subdivision Code. The Final Plat shall define the dimensions and locations of the lot lines of the subject property and, as well, shall contain all other information required by the City of Bloomington Land Subdivision Code. Conveyance of title from Seller to Buyer shall be by reference to the Final Plat and the lot number and description assigned to it. Included on the Final Plat will be public streets to be extensions of Cornelius Drive and Halls Ferry Road.

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Section 9. Inspection:

From the date of this Agreement and continuing for a period of sixty (60) days from receipt of the documents described below (“Inspection Period”), Buyer, its employees and agents, shall have the right to inspect:

(a) -The Property, including the right to make such physical investigations and studies of the structural and mechanical aspects of the Property as Buyer shall deem necessary, provided that Buyer shall hold Seller harmless from any claims or liabilities based upon accidents, injuries or damages sustained by virtue of Buyer’s inspection pursuant to this Paragraph.

(b) -The leases relating to the Property.

(c) -All contracts of the Property.

(d) All notices of changes in assessed valuation relating to the Property for the current or subsequent tax year, if any, in possession of the Seller, and the current real estate tax bill(s) covering the Property.

(e) All statements and invoices for the past year covering all utilities (electricity, gas and water) relating to the Property.

(f) All insurance policies insuring the Property and the improvements and personal property located thereon which may be assumed by Buyer.

Seller agrees to cooperate in all respects to facilitate Buyer’s inspection and agrees to promptly make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available. If Buyer shall advise Seller at any time prior to the expiration of the Inspection Period that Buyer, in its sole discretion, elects not to proceed with the transaction contemplated hereunder, this Agreement shall thereupon terminate and neither party hereto shall have any further rights against the other. In the absence of written notice from Buyer to Seller prior to expiration of the Inspection Period that Buyer has noted any concerns of conditions of the Property, which are unacceptable to Buyer, this contingency shall be deemed waived. Buyer shall not suffer or permit any mechanic’s liens to attach to the Property, and Buyer shall hold Seller harmless from any and all claims and liabilities based upon accidents or injuries sustained by virtue of Buyer’s possession or use of the Property pursuant to any and all inspections of the Property pursuant to this Agreement.

Section 10. Performance:

This is an enforceable Agreement placing specific obligations on the Buyer and Seller. Either party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

Section 11. Environmental Matters:

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Seller warrants that Seller has not used the Property nor any portion thereof for the production, release, or disposal of hazardous or toxic wastes or materials as defined by any federal, state, or local law, ordinance or regulation relating to environmental conditions, including, but not limited to, soil and groundwater conditions, and that Seller and any tenant on the Property has not generated, stored, handled or otherwise dealt with hazardous or toxic waste, substance or material and will not do so prior to closing.

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Section 12. Prorations, Taxes and Assessments:

The Property which is the subject of this Agreement is a part of a larger parcel for real estate tax purposes. Seller shall be responsible for payment of the 2014 real estate taxes against the subject property and shall prorate, on a mutually acceptable basis, taxes for the year 2015 and allow to buyer a credit.

Section 13. Risk of Loss:

This Agreement is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

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Section 14. Seller's Representations, Warranties and Covenants:

Seller hereby represents, warrants and covenants to Buyer as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

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(a) Seller is the contract buyer of the Property and has full right and authority to transfer such title to Buyer.

(b) Seller has the power and authority to execute this Agreement and to perform the obligations imposed on Seller hereunder.

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(c) There are no matters of litigation, administrative actions or arbitration pending or threatened against Seller with respect to the Property or against the Property, and Seller has no knowledge of any environmental defect or problem in or on the Property.

Section 15. Operations on the Property:

Seller agrees that, during the time between the execution of this Agreement and the date of closing, it shall not grant any leases, easements or licenses on the Property and shall not improve the Property or erect any structures or improvements thereon or in any manner change the Property without Buyer's prior written consent.

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Section 16. Buyer's Representations and Warranties:

Buyer hereby represents and warrants to Seller as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

(a) Buyer has the legal capacity to enter into this Agreement.

(b) There are no matters of litigation, administrative actions or arbitration pending or threatened against Buyer with respect to the subject matter of this Agreement.

Section 17. Road Construction:

Developer shall, at a future date, build surrounding roads as follows: Halls Ferry Road shall be extended in its entirety; Cornelius Road shall be extended to the eastern edge of Lots 47 and 48 and Halls Ferry Road. All roads shall be built to City standard with appropriate utilities within 18 months of the date of this agreement.

Section 18. Default:

In the event that Buyer shall fail to perform any of the covenants on their part hereby made and entered into, Seller may pursue such remedies as are available either at law or in equity, including suit for specific performance or damages. In the event of default hereunder by Seller (other than failure to provide merchantable title or a title guaranty policy as aforesaid, in which event Buyer may either (a) take title subject to said defects or (b) have refunded all payments made by him hereunder, in which event neither party shall have any further right against the other), Buyer may pursue such remedies as are available at law or in equity, including suit for specific performance or damages.

Section 19. General Conditions and Stipulations:

(a) Buyer acknowledges and agrees that, other than a representation or warranty expressly set forth in this Agreement and expressly surviving the closing (subject to any limitations on survival provided herein), the Property is sold "AS IS" "WHERE IS" and "WITH ALL FAULTS" and neither Seller, nor any agent or representative of Seller, has made, nor is Seller liable for or bound in any manner by any express or implied warranties, guarantees, promises, statements, inducements, representatives or information pertaining to the Property or any part thereof, the physical condition, environmental condition, income, expense or operations of the Property, the uses which can be made of the same or any other matter or thing with respect thereto.

(b) Time shall be considered to be of the essence of this Agreement. This Agreement shall extend to and be obligatory upon the heirs, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers or Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.

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(c) All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to Seller or to Buyer at their respective addresses set forth herein shall be considered sufficient service thereof.

(d) This Agreement contains all the terms and conditions agreed upon by the parties, and supersedes all oral agreements, regarding the subject matter of this Agreement and may only be amended or altered in writing signed by all parties.

(d) This Agreement may be executed on one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.

(e) This Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Illinois.

IN WITNESS WHEREOF, Buyer and Seller have made and executed this Agreement this ____ day of _____, 2014.

BUYER:

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

By: _____
Tari R. Renner, Mayor

Attest: _____
Tracey Covert, City Clerk

SELLER:

FOB DEVELOPMENT, INC.

By: _____

Attest: _____

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