



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, FEBRUARY 8, 2016 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Public Comment**

6. Recognition/Appointments

- A. Letter of Commendation to Pamela Garrett.
- B. Appointment of Angelique Racki to serve on the Cultural District Commission.
- C. Appointment of Gaynett Hoskins to the Bloomington Housing Authority

7. “Consent Agenda”

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

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

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

- A. Consideration of approving the Council Minutes of January 25, 2016 Regular City Council Meetings. *(Recommend that the reading of the minutes of the previous Council Proceedings of January 25, 2016 Regular City Council Meetings, be dispensed with and the minutes approved as printed.)*
- B. Consideration of approving Bills, Payroll and Electronic Transfers in the amount of \$4,953,913.88. *(Recommend that the bills, payroll and electronic transfers be allowed in the amount of \$ and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving an Appointment to the Cultural District Commission and an Appointment to the Bloomington Housing Authority. *(Recommend that Angelique Racki be appointed to the Cultural District Commission and that Gaynett Hoskins be appointed to the Bloomington Housing Authority.)*
- D. Consideration of approving a Renewal of the Lease Agreement between the City of Bloomington and the United States Postal Service for the Postal Substation located at 400 N. Center Street in the Market Street Parking Garage. *(Recommend that the Lease Agreement between the City of Bloomington and the United States Postal Service for the Postal Substation located at 400 N. Center Street, Market Street Parking Garage be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of approving short-term farm leases for the 2016 crop season. *(Recommend that the Leases be approved and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- F. Consideration of approving an Intergovernmental Agreement for Storm Water Education Program Services with the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District for services to be provided by the Ecology Action Center. *(Recommend that the Agreement for Storm Water Education Program Services in the amount of \$13,186 annually for three (3) years (with a built-in annual inflator equal to the rise in the Consumer Price Index or 3 percent, whichever is less, for years 2 and 3) be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- G. Consideration of approving an Intergovernmental Agreement with the Ecology Action Center. *(Recommend that the Intergovernmental Agreement with the Ecology Action Center and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- H. Consideration of adopting a Resolution approving the Executive Session Minutes of the City Council as provided on the 2016 Schedule A, and approve confidentiality of minutes be maintained for an unspecified date. *(Recommend that the Resolution be adopted approving the*

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Executive Session Minutes to retain confidentiality of Minutes as outline on the 2016 Schedule A.)

- I. Consideration of an application from OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., for a Limited Alcoholic Liquor License, Class LA, which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fundraiser to be held on February 26, 2016 from 6:00 to 8:30 p.m. *(Recommend that a Limited Alcoholic Liquor License, Class LA for OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fundraiser to be held on February 26, 2016 from 6:00 to 8:30 p.m. be approved.)*
- J. Consideration of the application of Wallace LLC, d/b/a Satio, located at 306 N. Center St. Ste. 102, requesting an RAPS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types packaged alcohol for consumption off premise seven (7) days a week. *(Recommend that an RAPS liquor license for Wallace LLC, d/b/a Satio, located at 306 N. Center St. Ste. 102, be approved contingent upon: 1.) an employee receive BASSET certification within sixty (60) days and 2.) Compliance with all health and safety codes.)*
- K. Consideration of the application of B & M 16, Inc., d/b/a Cousin's Restaurant, located at 921 Maple Hill Rd., requesting a RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. *(Recommend that an RAS liquor license for B & M 16, Inc., d/b/a Cousin's Restaurant, located at 921 Maple Hill Rd., be approved contingent upon: 1.) BASSET certification within sixty (60) days; 2.) An onsite local telephone number be provided to the City Clerk's Office and 3.) Compliance with all health and safety codes.)*
- L. Consideration of approving an Ordinance Amending Chapter 39 of the Bloomington City Code to specify the Electricity Accounts Exempt from Municipal Utility Tax. *(Recommend that the Amendments to Chapter 39 of the Bloomington City Code be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- M. Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 7, Block 3 of Camp Iroquois, from Robert J. Hitchen declaration of trust dated October 1, 1997 to Treehouse LLC. *(Recommend that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*

8. "Regular Agenda"

A. Public Hearing for the Empire Street Corridor Redevelopment Project Area

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- (a) Public Hearing Empire Street Corridor Redevelopment Project Area
 - (i) Open Public Hearing
 - (ii) Staff Overview (*Presentation by Austin Grammer, Economic Development Coordinator 5minutes*)
 - (iii) *Public Comment*
 - (iv) Close Public Hearing
- B. Presentation on Bloomington Police Department 2015 Annual Report. (Recommendation – information only) (*Presentation by Police Chief Brendan Heffner 15 minutes, Council discussion 15 minutes*).
- C. Consideration of:
 - A. Adopting an Ordinance approving a Budget Amendment
 - B. Approving the purchase of one E-One 1500gpm Rescue pumper in the amount of \$683,800 for the Bloomington Fire Department.

(Recommend that An Ordinance approving a Budget Amendment and that the Mayor and City Clerk be authorized to execute the necessary documents to Purchase one (1) – 2016 E-ONE All Aluminum 1500gpm Rescue Pumper unit mounted on an E-One Quest custom chassis with Cummins ISL 450hp engine, 700 gallon tank, 1500gpm e-Max pump, low hose bed body and loose equipment for the cost of \$683,800, from Banner Fire Equipment, through the Houston-Galveston Area Council (H-GAC) joint purchasing group.) (Presentation by, David Hales, City Manager, Patti-Lynn Silva, Finance Director and Eric Vaughn, Assistant Fire Chief, 10 minutes. Council discussion 10 minutes.)

- D. Consideration of approving a Resolution waving the formal bid process and enter into a contract with Farnsworth Group for the Lake Bloomington Wastewater Facility Plan Update. (*Recommend that the Resolution be approved waiving the formal bid process with Farnsworth Group; the Water Department’s Lake Bloomington Wastewater Facility Plan Update be adopted authorizing the Mayor and City Clerk to sign the Resolution; the contract with Farnsworth Group be approved up to a maximum amount of \$49,686.96, and authorize the City Manager and City Clerk to execute the agreement, and the Procurement Manager be authorized to issue a Purchase Order.*) (*Presentation by Bob Yehl, Water Director 5 minutes. Council discussion 10 minutes.*)
- E. Consideration of a approving an Ordinance adopting a Text Amendment, Chapter 21, Section 300.7, Refuse Code, regarding free drop-off of bulky waste at the Public Works facility and a fee for all curbside bulk collection. (*Recommend that Ordinance be approved adopting Text Amendments to Chapter 21, Section 300.7 (Bulk Waste and Brush collection), and authorize the Mayor and City Clerk to execute the necessary documents.*) (*Presentation by Steve Rasmussen, Assistant City Manager, 5 minutes. Council discussion 10 minutes.*)

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

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6. Recognition/Appointments

- A. Letter of Commendation to Pamela Garrett.
- B. Appointment of Angelique Racki to serve on the Cultural District Commission.
- C. Appointment of Gaynett Hoskins to the Bloomington Housing Authority



CONSENT AGENDA ITEM: 7A

FOR COUNCIL: February 8, 2016

SUBJECT: Consideration of approving the January 25, 2016 Regular City Council Meeting Minutes.

RECOMMENDATION/MOTION: That the reading of the minutes of January 25, 2016 Regular City Council Meeting, be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Regular City Council Meeting Minutes of January 25, 2016 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

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

Recommended by:

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

David A. Hales, City Manager

Attachments:

- January 25, 2016 Regular City Council Meeting Minutes
-

Motion: That the reading of the minutes of January 25, 2016 Regular City Council Meeting, be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

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

**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, JANUARY 25, 2016; 7:00 P.M.**

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, January 25, 2016. The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

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

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

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

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

Absent: None.

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

5. Public Comment

Mayor Renner opened the meeting to receive Public Comment. The following individuals provided comments during the meeting.

Dan Metz
Mark Johnson
Gary Lambert
Alton Franklin
Judy Stearns
Patricia Marton

6. Recognition / Appointments

The following was presented:

Item 6A. Presentation of Commission Certificate to Officer Jeffery Widmer in recognition of completing his probationary period.

The following was presented:

Item 6B. Proclamation declaring February 6, 2016 as WGLT Public Radio Day.

The following was presented:

7. Consent Agenda

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

Alderman Fruin requested Item No. 7C be pulled from the Consent Agenda.

Motion by Alderman Schmidt, seconded by Alderman Hauman that the Consent Agenda items are approved with the exception of Item No. 7C.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A: Consideration of approving the January 11, 2016 Regular City Council Meeting Minutes, the Work Session Meeting Minutes from January 11, 2016, and the Council Retreat Meeting Minutes of November 19, 2015.

The following was presented:

Item 7B. Consideration of approving Bills, Payroll and Electronic Transfers in the amount of \$6,145,279.44.

The following was presented:

Item 7C. Consideration of approving the purchase of two (2) Police Patrol Vehicles for Street Crimes Unit of the Police Department. *Pulled From Consent Agenda*

The following was presented:

Item 7D. Consideration of review and analysis of Bids and approval of Contract for the Ryan Drive Water Main Replacement with George Gildner, City Bid No. 2016-26.

The following was presented:

Item 7E. Consideration of approving the purchase for one (1) Sewer Television System and Chassis for the Sanitary Sewer Division of the Public Works Department.

The following was presented:

Item 7F. Consideration of approving an Intergovernmental Agreement for Storm Water Education Program Services with the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District for services to be provided by the Ecology Action Center.

The following was presented:

Item 7G. Consideration of approving the purchase of Starcom21 Subscriber Equipment for the Water Department, and approve Motorola Solutions, a State Sanctioned Limited Source Provider, for this purchase.

The following was presented:

Item 7H. Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 4 and part of Lot 5, Block 3 of Camp Iroquois, from Michael Winters to the Michael Winters Trust dated May 23, 2013.

The following was presented:

Item 7C. Consideration of approving the purchase of two (2) Police Patrol Vehicles for Street Crimes Unit of the Police Department.

Motion by Alderman Fruin, seconded by Alderman Schmidt, to approve staff recommendation to replace two (2) cars with two (2) utility vehicles in the police department.

Alderman Fruin commented on concerns with public perception of replacing cars with utility vehicles as these can cost more for gas, etc.

Brendan Heffner, Police Chief, stated the majority of the Police fleet will be sport utility vehicles as response time is better in inclement weather, more capacity for equipment, more suitable for accommodating officers and gas mileage is not much different than the cars.

Alderman Lower stated the utility vehicles replacing the cars are more fuel efficient and durable.

The following was presented:

8. Regular Agenda:

Item 8A. Consideration of approving an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply and approving of a Highway Authority Agreement / Leave-in-Place Agreement at 1331 N. Linden Street (Ward 4).

ORDINANCE 2016 - 05

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

Jim Karch, Director of Public Works, provided a brief overview of this item stating, the action items regard response to ground contamination in and around Freedom Oil, 1313 N. Linden St. They were presented to the City Council on December 21, 2015, and the agenda item was held over amid questions. Staff completed further review of the situation. This included review of various materials, including the Corrective Action Plan filed by the environmental firm which investigated the case on behalf of Freedom Oil. It also included conversations with the Illinois Environmental Protection Agency (IEPA) project manager and the geologist for the investigating firm, Midwest Environmental Consulting & Remediation Services Inc.

The testing for contaminants began after Freedom detected gasoline odor in its building in 1988. According to Midwest Environmental, the cause of the odor was spillage during overfilling of fuel tanks by tanker truck operators. Nonetheless, Freedom replaced its fuel storage tanks and installed modern leak prevention and detection. Midwest Environmental developed a plume model through use of groundwater and soil testing. See the accompanying graphic. Tests showed only low levels of COCs (chemicals of concern).

The latest testing occurred in 2011, more than 20 years after the case was opened. Results prove the plume stabilized and is not growing, according to Midwest Environmental. Given the circumstances of this case, Midwest Environmental and the IEPA assert that a “leave in place” status poses no threat to the public’s health. Neither believes it necessary to take more extreme action, such as soil removal.

There is no further economically feasible action that can be taken to clean up the groundwater. It is at a depth that poses minimal risk of exposure through excavation. However, there is still the possibility of coming into contact with the water through shallow domestic wells.

The proposed ordinance prohibits use of groundwater as potable water from various parcels, including 1313 N. Linden itself and some of its neighbors. No water wells are in use or contemplated to staff’s knowledge.

The proposed Highway Authority Agreement places the water use restriction on the City right of way along with a stipulation that the City must act to protect worker health and safety during construction work.

The proposed ordinance and the Highway Authority Agreement are required to close out the case under Tier 1 of IEPA's Tiered Approach to Corrective Action Objectives (TACO).

The City has approved similar Groundwater Ordinances and Highway Authority Agreements for other contaminated locations in the past. The City does not allow private wells in this area. This Ordinance simply codifies that fact. Further, highway authority documents are in the substantive form required by Illinois law (see attached Administrative Code Section 742.1020).

Alderman Fruin asked if it is possible to reuse old gas station lots.

Mr. Karch stated cost is a major factor with remediation, including testing. Possible funding would need to be reviewed. Another issue is liability.

Alderman Buragas asked for clarification on the two maps, Figure three (3) and Figure seven (7), found in the packet and how the conclusion is made that the plume is now stable based on these maps.

Mr. Karch invited Peggy Silzer to address this question. She stated Figure three (3) is the plume in the soil and Figure seven (7) is the groundwater model. The IEPA requires that the map show the plume from clean boring to clean boring, in Figure three (3). Figure seven (7) shows the model in the shaded area of the groundwater plume and the model with the hashed area is how the model would have to be drawn as the IEPA requires. Showing the model does not go outside of the required area, thus the contamination has stabilized.

Alderman Buragas asked for clarification in determining that the area has stabilized.

Ms. Silzer stated samples were originally taken in 2004 and then again in 2011 and determined the plume had not gone farther out.

Alderman Buragas asked if it could be determined how long the contaminants would be in the soil.

Ms. Silzer stated there was no way to determine such.

Alderman Lower asked if it could be quantified, in measurements, the severity of the area and what the IEPA would require for remediation.

Ms. Silzer explained the calculations for Tier one (1) and Tier two (2) criteria of IEPA's Tiered Approach to Corrective Action Objectives (TACO) for cleanup objectives. At the sight in question, the highest concentration in the groundwater is less than the level specified by TACO.

Alderman Black asked for clarification if the plume has receded since 2004.

Ms. Silzer stated the plume is not advancing but unsure if it has receded. It had stabilized.

Alderman Black asked if there would be any immediate public health threat.

Ms. Silzer stated TACO requires the elimination of exposure pathways and there are none in this area. No one is drinking the groundwater, there are no wells that anyone is pulling groundwater out of, and pavement eliminates exposure pathways.

Mr. Karch asked Ms. Silzer to discuss new requirements from the IEPA that will have to be tested and documented. Ms. Silzer stated IEPA added an Indoor Vapor Inhalation requirement that will need to be tested at the site in question. The results would need to be determined according to the TACO requirements. If the test does not pass, there would need to be vapor mitigation for the building.

Alderman Buragas asked if the process discussed is another step in the process and that the IEPA will come back to review the site to determine compliance.

Mr. Karch stated that is accurate.

Motion by Alderman Buragas, seconded by Alderman Painter that Council approve the ordinance as presented.

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

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

Nays: None.

Motion carried.

City Manager's Discussion

Mr. Hales stated that he had no report to offer.

Mayor Discussion

Mayor Renner thanked Alderman Black for handling the Open House.

Mayor Renner thanked Joni Gerard for assisting in arrangements for return from Washington, D.C.

City Alderman's Discussion

Alderman Fruin handed out a subsidy form for different programs i.e. Bloomington Center for the Performing Arts (BCPA), Golf, etc. to set up a Council position/philosophy on subsidy levels for all of these programs. He stated this could be used for the public as well as Council to determine year by year the percentage subsidized for each program. He hoped this could reduce some of the questions that reoccur every year or more as new Council members are elected.

David Hales, City Manager, stated, on February 8, 2016, Mr. Bruce Callan, from Fiscal Choice, will make a brief presentation to the Council about subsidies and his analysis of the fees for the City.

Alderman Lower mentioned Fish and Feathers would be at the Interstate Center during the coming weekend as a cultural diversity for folks.

Adjournment

Motion made by Alderman Hauman seconded by Alderman Schmidt to adjourn the meeting at 8:02 p.m.

Motion carried (viva voce).

City of Bloomington

Attest

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: February 8, 2016

SUBJECT: Consideration of approving Bills, Payroll and Electronic Transfers in the amount of \$4,953,913.88.

RECOMMENDATION/MOTION: That the bills, payroll and electronic transfers be allowed in the amount of \$4,953,913.88, 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 \$4,953,913.88 (Payroll total \$2,220,758.94, Electronic Transfers total \$474,727.11, Accounts Payable total \$2,258,427.83).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:

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

David A. Hales
City Manager

Attachment:

- Bills, Payroll and Electronic Transfers on file in the Clerk's office. Also available at www.cityblm.org.
- Summary Sheet Bills, Payroll Report, and Electronic Transfers

Motion: That the bills, payroll and electronic transfers be allowed in the amount of \$4,953,913.88, and orders drawn on the Treasurer for the various amounts as funds are available.

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

FOR COUNCIL: February 8, 2016

SUBJECT: Consideration of approving an Appointment to the Cultural District Commission and an Appointment to the Bloomington Housing Authority.

RECOMMENDATION/MOTION: That Angelique Racki be appointed to the Cultural District Commission and that Gaynett Hoskins be appointed to the Bloomington Housing Authority.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: I ask your concurrence in the appointments of:

Angelique Racki of 322 E Mulberry Street, Bloomington, IL 61701 to the Cultural District Commission. Ms. Racki will be fulfilling the unexpired term previously held by David Hauman. Angelique will begin her term upon appointment and will serve until 4/30/17. Application is on file in the Administration Office.

Gaynett Hoskins of 1811 W Illinois Street, Bloomington, IL 61701 to the Bloomington Housing Authority. Ms. Hoskins will be fulfilling the unexpired resident vacancy on the Board. She will begin her term upon appointment and will serve until 4/30/17. Application is on file in the Administration Office.

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

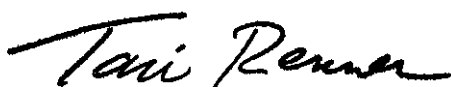
FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration for approval.

Prepared by:

M. Beth Oakley, Executive Assistant

Recommended by:



Tari Renner
Mayor

Attachments:

- Board Roster

Motion: That Angelique Racki be appointed to the Cultural District Commission and that Gaynett Hoskins be appointed to the Bloomington Housing Authority.

Motion: _____ Seconded by: _____

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

Cultural District Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Email	Street	City	Zip	Ward				
x		Ryan	Huette	04/30/18	05/11/15	2015	rvanh@nuway.com	1502 Kickapoo Creek Rd.	Bloomington	61705	8				
x		David	Hauman	04/30/17	04/14/14	2014	daavid@net.com	48 Kenfield Ct	Bloomington	61704					
x		Tricia	Stiller	04/30/16	08/24/15	2015	triciastiller@msn.com	305 W Monroe #5	Bloomington	61701	6				
x		Roger	Elliott	04/30/16	05/13/13	2007	relliott@elliottcapital.com	212 Doud Dr	Normal	61761					
x		Sherry	Galbreath	04/30/18	04/13/15	2012	galbreathsherry@gmail.com	3 Mallard Ct	Bloomington	61704	3				
x		Matthew	Giordano	04/30/18	04/13/15	2012	matthew_a_giordano@hotmail.com	2 Turtleback Ct	Bloomington	61705	2				
x		Neeraj	Joshi	04/30/16	10/14/13	2013	njoshi2@slu.edu	1 Ashling Ct	Bloomington	61704	3				
x		Mike	Kerber	04/30/16	05/13/13	2009	mkerber44@frontier.com	1014 Broadway	Normal	61761					
x		Jessielee	Hinshaw	04/30/18	06/08/15	2015	jessieleeb@hotmail.com	1410 Fell Avenue	Bloomington	61701	4				
x		Carole	Ringer	04/30/16	05/13/13	2010	carole.ringer@gmail.com	110 Hawthorne Lake Dr	Bloomington	61704	3				
x		Karen	Schmidt	04/30/17	05/12/14	2008	karen1301@gmail.com	409 E Grove	Bloomington	61701					
x	Chair	Vicki Lynn	Tilton	04/30/18	02/23/15	2012	vltfx@fox-n-hounds.com	200 W Monroe, #501	Bloomington	61701	6				
x		Kiasha	Henry	04/30/18	07/27/2015	2015	kiashah@hotmail.com	702 W Mill Street	Bloomington	61701	6				
x		Jamie	Mathy	04/30/17	05/12/14	2014	jamie.mathy@mavidea.com	611 E Washington	Bloomington	61701	1				
	Staff	Jay	Tetzloff				jtetzloff@cityblm.org								434-2825
	Staff	Tina	Salamone				tsalamone@cityblm.org								434-2764
	Staff	Brandy	Maloney				bmaloney@cityblm.org								434-2785

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 14 members

Number of members the Mayor appoints: 14

Type: Internal

City Code: Chapter 2, Section 81

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: 2nd Thurs of each month at 7:30am - Creativity Center Conference Room

Number of Vacancies: 2

Number of Expired Board Members (Blm Appointments only):

Number of Expired Board Members Eligible for Reappointment:

Appointment/Reappointment Notes: Angelique Racki applying

Housing Authority Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Ward	Email	Street	City	Zip				
x		Arthur	Haynes	04/30/19	05/26/15	2015	6	none	702 W Mill Street	Bloomington	61701				
x	Vice Chariman	Terrence	Koch	04/30/18	05/11/15	2013	4		1201 N. Evans St	Bloomington	61701				
x	Chair	Barb	Adkins	04/30/20	05/11/15	1995	7	bj.adkins@frontier.com	44 Parkshores Drive	Bloomington	61701				
x		Memuna	Lee	04/30/16	05/11/15	2015	8	memunalee@gmail.com	12 Bailey Court	Bloomington	61704				
x	Resident	VACANT		04/30/17											
	Contact	Kim	Holman-Short					kimh@bloomingtonha.com	104 E Wood Street	Bloomington					

Details:

Term: 5 years

Term Limit per City Code: City Code does not apply

Members: 5 members

Number of members the Mayor appoints: 5

Type: Internal

City Code: Chapter 2, Section 30

Required by State Statute: Yes

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 4th Tues of each month at 4:00pm - Housing Authority Office

Number of Vacancies: 1

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

Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes:



CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: February 8, 2016

SUBJECT: Consideration of approving a Renewal of the Lease Agreement between the City of Bloomington and the United States Postal Service for the Postal Substation located at 400 N. Center Street in the Market Street Parking Garage.

RECOMMENDATION/MOTION: That the Lease Agreement between the City of Bloomington and the United States Postal Service for the Postal Substation located at 400 N. Center Street, Market Street Parking Garage be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the Local Economy; Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington; 3d. Expanded retail businesses. Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; 6c. Downtown becoming a community and regional destination.

BACKGROUND: The United States Postal Service (USPS) has requested to renew its lease with the City for an additional five (5) years for the postal substation located at 400 North Center Street in the Market Street Garage.

The USPS has leased this space since 1976. This high volume substation services many Downtown businesses and area residents, and offers a convenient location to purchase postage for personal and business mail, to ship small packages, and receive mail via an onsite PO Box. The current hours of operation are Monday through Friday, 9:00 a.m. – 4:30 p.m.

While the USPS has closed many post offices across the county in recent years, including many downtown post offices in communities of all sizes, the postal services’ desire to retain the Market Street Garage substation in Bloomington should be viewed as an indicator to the vitality of Bloomington’s downtown. The continuation of the City’s partnership with the USPS will assist in the retention and attraction of businesses and residents to the City’s downtown in the years ahead.

The current lease expires May 31, 2016. The term of the new lease will begin June 1, 2016 and terminate on May 31, 2021. The special provisions of the lease remain the same as the current agreement:

- The USPS may not sublet any part of the premises or assign the lease without the prior written consent of the City (such consent shall not be unreasonably withheld).
- The City shall not be responsible for rebuilding the facility if damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or otherwise (the City is only responsible for maintenance, repair, or replacement as provided in the lease).
- The USPS shall pay for all recurring water and sewer bills during the continuance of the lease (provided the City furnishes the appropriate systems in good working order).

The annual rental rate for the new lease is \$14,560.00 to be paid in equal installments at the end of each calendar month. This rate is equivalent to \$10.00 per square foot which is comparable to the price per square foot for other commercial properties in the downtown area and across the City according to a recent commercial real estate market survey conducted by the Bloomington-Normal Economic Development Council (BNEDC). The agreed upon lease rate represents a 5% increase over the previous agreement. Over the proposed five year lease, the City will earn \$72,800.00 which will be deposited in the "Parking Fund/Property and Facilities Rental Fees" account to support the maintenance of the City's parking facilities.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The lease fee of \$14,560.00 will be deposited into Parking-Property and Facilities Rental Fees (10015490-54430). This revenue is included in the FY 2017 Proposed Budget.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Russel Waller, Facilities Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- USPS Lease Agreement for the Postal Substation located at 400 N. Center Street, Market Street Parking Garage

Motion: That the Lease Agreement between the City of Bloomington and the United States Postal Service for the Postal Substation located at 400 N. Center Street, Market Street Parking Garage be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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



Lease

BLOOMINGTON - FINANCE STA (160792-005)
400 N CENTER ST, BLOOMINGTON, IL 61701-3908



Facility Name/Location
BLOOMINGTON - FINANCE STA (160792-005)
400 N CENTER ST, BLOOMINGTON, IL 61701-3908

County:McLean
Lease:Q90000464248

This Lease made and entered into by and between CITY OF BLOOMINGTON hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' attached hereto and made a part hereof.

Upon which is a multi-level, multi-tenant, brick/block building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET
Net Total USPS Leased SF	1,456
Exterior, Platform and Ramp	1,071
Exterior Parking, USPS	1,071

Demised premises located at ground level in the SE corner of the concrete parking deck; with exclusive use of four adjacent parking spaces; use of 1,071 square feet of receiving and dispatching of mail; and use of existing driveway.

Total Site Area: 4,330.00

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective June 01, 2016 with an expiration date of May 31, 2021, for a total of 5 Years.

3. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$14,560.00 (Fourteen Thousand Five Hundred Sixty and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:
CITY OF BLOOMINGTON
ATTN DIRECTOR OF FINANCE
109 E OLIVE ST
BLOOMINGTON, IL 61701-5219

4. RENEWAL OPTIONS: None

5. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:
Utilities Services & Equipment Rider, Maintenance Rider - Landlord Responsibility.

6. TERMINATION:
See attached Addendum.

7. LEGAL DESCRIPTION:
Lots 1-7, 10 of Block 33 of Allin, Gridley and Pricketts Addition to City of Bloomington; Lots 103 of Fowles Subdivision of Lot 8 and part of Lot 9 in Block 35 of Allin, Gridley and Pricketts Addition; Lots 1-4 of Fowles Subdivision of 5.60 feet of Lot 9, Block 35 of Allin, Gridley and Pricketts Addition; commonly known as the block bounded by Market, Madison, Monroe and D Center Streets in the City Of Bloomington, McLean County, Illinois.

Facility Name/Location

BLOOMINGTON - FINANCE STA (160792-005)
400 N CENTER ST, BLOOMINGTON, IL 61701-3908

County: McLean

Lease: Q90000464248

8. Lease, Page 2, Section 6, TERMINATION:

CASUALTY: If the demised premise or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or are otherwise determined by the Postal Service to be unfit for use and occupancy; and repairs to restore occupancy will require more than 60 calendar days as reasonably determined by Landlord (with back-up support as necessary) and confirmed in a written notice from Landlord to the Postal Service within 30 days of such triggering event, then either Landlord or the Postal Service may terminate this Lease upon 30 days' notice after receipt by the Postal Service of Landlord's written notice. In any event, the Postal Service shall have the right to remain on the property as necessary through use of a temporary trailer until the Postal Service's new location can be found and prepared for operations.

9. General Conditions, Page GC-1, Section 6, SUBLEASE:

The Postal Service may not sublet any part of the premises or assign this lease without the prior written consent of the City of Bloomington. Such consent shall not be unreasonably withheld by the City of Bloomington. The Postal Service shall not be relieved from any obligation under this lease by reason of any subletting or assignment.



EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: City of Bloomington

Name & Title: _____ Name & Title: _____

Name & Title: _____ Name & Title: _____

Landlord's Address: ATTN DIRECTOR OF FINANCE 109 E OLIVE ST
BLOOMINGTON, IL 61701-5219

Landlord's Telephone Number(s): (309) 434 - 2492 (309) 434 - 2858

E-mail Address: _____

Federal Tax Identification No.: XX-XXX1563

Witness _____ Witness _____

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Esther M Tinort _____
Contracting Officer Signature of Contracting Officer

FACILITIES REAL ESTATE 7029 ALBERT PICK ROAD, GREENSBORO, NC 27498-1103
Address of Contracting Officer



General Conditions to USPS Lease

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement; and
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer; and in the case of new leased space projects, the lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. RESTORATION AND ALTERATIONS

a. Upon written notification by Landlord within 30 days of the expiration or termination of this Lease, the Postal Service shall restore the premises to a "broom clean" and usable condition, excepting the following: reasonable and ordinary wear and tear; and damages by the elements or by circumstances over which the Postal Service has no control. If Landlord provides the above notice, the Postal Service and Landlord shall negotiate and reach agreement on necessary items of restoration and the reasonable cost for restoration; the Postal Service shall pay Landlord this agreed-upon amount and shall have no further restoration duties under this Lease.

b. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

8. CLAIMS AND DISPUTES

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

- e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.
- f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.
- g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.
- h. The Postal Service will pay interest on the amount found due and unpaid from:
1. the date the contracting officer receives the claim (properly certified if required); or
 2. the date payment otherwise would be due, if that date is later, until the date of payment.
- i. Simple interest on claims will be paid at a rate determined in accordance with the Act.
- j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose, to the best of its knowledge, any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines; prior to accomplishing this task, Landlord must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. that the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;
- b. that there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 9-3, *Davis-Bacon Act* (March 2006)¹

Clause 9-7, *Equal Opportunity* (March 2006)²

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.

1. The Landlord shall, except as otherwise specified herein and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises, including the building and any and all equipment, fixtures, systems, and appurtenances, whether severable or non-severable, furnished by the Landlord under this Lease, in good repair and tenantable condition, during the continuance of the Lease. Landlord's duties include repair and replacement as necessary.

Notwithstanding the above, the Postal Service will be responsible for regular cleaning of gutters and downspouts connected to the outer edge (i.e., the eaves area) of the roof; Landlord will be responsible for regular cleaning of any other gutters, downspouts, troughs, scuppers, roof drains, etc.

For the purpose of so maintaining said premises and property, the Landlord may, at reasonable times, and upon reasonable notice to the facility manager, enter and inspect the same and make any necessary repairs thereto.

2. Landlord is responsible for inspection, prevention and eradication of termites and any other wood-eating insects and for repairs of any damage resulting therefrom during the continuance of the Lease.
3. Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the lease, and at least once every five (5) years during the continuance of the lease unless required more often because of damage from fire or other casualty, or unless the time period is specifically modified in writing by the Contracting Officer. Landlord is required to apply only one coat of paint. USPS will be responsible for cost of additional coats of paint, including application costs. USPS will be responsible for moving furniture and equipment away from walls as required.
4. Any heating system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; such system must be capable of providing a uniform temperature of at least 65 degrees Fahrenheit (65°F.) in all enclosed portions of the demised premises (excluding the rear vestibule) at all times. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system, any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service or its agents. The Postal Service shall be responsible for regular replacement of filters.

Boilers (heating and hot water supply) and unfired pressure vessels provided by the Landlord as part of the leased premises shall be maintained and, if necessary, replaced by the Landlord in accordance with ASME Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Vessel Code, must be provided by the Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

5. Any elevators, escalators and dumbwaiters provided by the Landlord as part of the leased premises shall be maintained, and, if necessary, replaced by the Landlord during the continuance of the Lease in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator Electrical Equipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

6. Any air-conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; air-conditioning must be capable of providing a uniform temperature of no greater than 78 degrees Fahrenheit (78°F.) in all enclosed portions of the demised premises at all times. Landlord shall be responsible for servicing of the air-conditioning equipment during the continuance of the Lease, including, refrigerant as required for proper operation of the equipment. The Postal Service shall be responsible for regular replacement of filters.
7. Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider.
8. Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment (ESS), Closed Circuit Television (CCTV), Very Small Aperture Terminal (VSAT), Criminal Investigation System (CIS), Intrusion Detection System (IDS), etc., installed by the Landlord shall be maintained, and if necessary, replaced by the Landlord during the continuance of the Lease. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service (POS) equipment.
9. Whether public or private water or sewer systems are provided, said systems are to be maintained and replaced by the Landlord during the continuance of the Lease, including any inspections that may be required.
10. If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or are otherwise determined by the Postal Service to be unfit for use and occupancy, or whenever there is a need for maintenance, repair, or replacement which is the Landlord's obligation under this Maintenance Rider, the Postal Service will require the Landlord to rebuild or repair the premises as necessary to restore them to tenantable condition to the satisfaction of the Postal Service. The Postal Service will, except in emergencies, provide the Landlord with written notice stating a reasonable time period for completion of all necessary repairs. (A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect the Postal Service's rights to recover expended costs under this provision, provided that the costs expended by the Postal Service are reasonable in amount.) The Postal Service, acting through the Contracting Officer, may proportionately abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such condition.

If the Landlord (or the mortgagee or assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus any administrative cost and/or interest, from rental payments due or to become due under this Lease. Alternatively, the Contracting Officer may, if the demised premises are determined to be untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

11. The Landlord must:
 - a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA); and

- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with a; and
- c. take all other proper precautions to protect the health and safety of:
 - (1) any laborer or mechanic employed by the Landlord in performance of this agreement; and
 - (2) Postal Service employees; and
 - (3) the public.

The Landlord must include this clause in all subcontracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any subcontract must be deemed to refer to the subcontractor.



Utilities, Services, & Equipment Rider

Facility Name/Location

BLOOMINGTON - FINANCE STA (160792-005)
400 N CENTER ST, BLOOMINGTON, IL 61701-3908

County: McLean

Lease: Q90000464248

1. HEAT

Landlord must furnish heating system in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service. The Postal Service pays all recurring fuel charges, provided such charges are separately metered for postal consumption.

2. AIR CONDITIONING

Landlord must furnish air conditioning equipment in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service pays for recurring charges for power for the equipment, provided the power is separately metered for postal consumption.

3. ELECTRICITY

Landlord must furnish a separately metered electrical system in good working order for the demised premises, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service will pay all recurring electric bills.

4. LIGHT

Landlord must provide light fixtures in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Landlord is not responsible for replacement of light bulbs.

5. WATER

Landlord must furnish a potable water system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring water bills during the continuance of the Lease, provided a separate meter or separate invoice is furnished by the appropriate authority.

6. SEWER

Landlord must furnish a sewer system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring sewer bills during the continuance of the Lease, provided a separate meter, or separate invoice is furnished by the appropriate authority.

7. TRASH

The Postal Service agrees to furnish and pay for all trash removal for the demised premises during the continuance of the Lease.

8. SNOW

The Landlord agrees to furnish and pay for the timely removal of snow and ice from the roof and the sidewalks, driveway, parking and maneuvering areas, and any other areas providing access to the postal facility for use by postal employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.) during the continuance of the Lease.



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: February 8, 2016

SUBJECT: Consideration of approving short-term farm leases for the 2016 crop season.

RECOMMENDATION/MOTION: That the Leases be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City of Bloomington owns four (4) properties that are leased for farming purposes. Three (3) of the properties are located in McLean County with one (1) property located in Woodford County, near Evergreen Lake. The four (4) farms consist of one (1) Crop Share Lease, one (1) Cash Rent Lease, one (1) property leased in a federal program, and one (1) property not currently under lease. Two (2) of the four (4) properties have the opportunity to be renegotiated as Cash Rent Leases at market rates. The remaining two (2) farms are not positioned to be leased at this time. One (1) farm is under contract as a prairie life preserve under a federal grant which includes a 50-year term and the last remaining property has been removed from farming by the Water Department in an effort to preserve Lake Bloomington as the City's primary water source.

The two (2) leases available for renegotiation have been terminated and negotiated as follows. The City of Bloomington issued a Notice to Terminate Farm Lease to the two (2) Lessee farmers in September of 2015. The Notices terminated the then existing leases and gave the tenant farmers the opportunity to enter into a Cash Rent Lease with the City for a one (1) year term. The Cash Rent rate per acre was predetermined for the 2016 crop year and was not up for negotiation. The rates were based off averages provided by the National Agricultural Statistical Service, USDA and considered each property's specific crop yield. The crop season runs from March 1st to February 28th. The lease term is for one (1) crop season. Each year the City will consider current market, per acre rates in negotiating annual crop season leases should it decide to continue leasing to the lessee. The City also reserves the right to put the properties out to bid annually should it decide.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: In 2015, the City received \$13,436.46 in rental income. By approving the Cash Rent Leases presented, the City will receive \$23,331.71 in income in 2016, an increase of \$9,895.25. In addition, the income potential in years to come may be significantly higher if the properties are put out to bid considering that McLean County has the highest crop yield in the

State of Illinois. However, due to the 2016 crop season fast approaching it is best that the City enter into a short-term lease for the 2016 crop season and considering bids for the leases in the future. Stakeholders can locate the revenue for the lease in the FY 2017 Proposed Budget in the Water Administration-Other Miscellaneous Revenue account (50100110-57990).

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, Special Projects

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

Legal review by: Jeffrey Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Farm #8827 Short-term Farm Lease
- Farm #8825 Short-term Farm Lease

Motion: That the Leases be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

Illinois 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): 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 at 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:

_____	<i>Landowner</i>	_____	<i>Date</i>
<i>City of Gloucester</i>	<i>Landowner</i>	_____	<i>Date</i>
By _____	<i>Agent</i>	<i>10-22-15</i>	<i>Date</i>
<i>Paul Kresi</i>	<i>Tenant</i>	<i>10-8-15</i>	<i>Date</i>
<i>Helen Kresi</i>	<i>Tenant</i>	<i>10-8-15</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

<p style="text-align: center;">Lease Extension # 1</p> <p>This lease, originally dated _____, 20____, shall be extended . . .</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>	<p style="text-align: center;">Lease Extension # 2</p> <p>This lease, originally dated _____, 20____, shall be extended . . .</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>	<p style="text-align: center;">Lease Extension # 3</p> <p>This lease, originally dated _____, 20____, shall be extended . . .</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed: _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>
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<p style="text-align: center;">Lease Extension # 4</p> <p>This lease, originally dated _____, 20____, shall be extended . . .</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>	<p style="text-align: center;">Lease Extension # 5</p> <p>This lease, originally dated _____, 20____, shall be extended . . .</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>	<p style="text-align: center;">Lease Extension # 6</p> <p>This lease, originally dated _____, 20____, shall be extended . . .</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed: _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>
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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 20, 20 15, 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): Mike Mouser,

whose mailing address is 10791 E. 2000N. Rd. Carlock, Illinois 61725,

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 2016 Crop Year, specifically from March 1, 20 16, to February 28, 20 17. 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 3/1/2016; \$2414.06 on 11/1/2016; _____ 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 _____ 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:** _____

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 _____, 20____, shall be extended . . .</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>	<p style="text-align: center;">Lease Extension # 2</p> <p>This lease, originally dated _____, 20____, shall be extended . . .</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>	<p style="text-align: center;">Lease Extension # 3</p> <p>This lease, originally dated _____, 20____, shall be extended . . .</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed: _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>
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<p style="text-align: center;">Lease Extension # 4</p> <p>This lease, originally dated _____, 20____, shall be extended . . .</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>	<p style="text-align: center;">Lease Extension # 5</p> <p>This lease, originally dated _____, 20____, shall be extended . . .</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>	<p style="text-align: center;">Lease Extension # 6</p> <p>This lease, originally dated _____, 20____, shall be extended . . .</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed: _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>
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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>City of Bloomington</i>	<i>Landowner</i>		<i>Date</i>
	<i>[Signature]</i>	<i>Landowner</i>	<i>10-27-15</i>	<i>Date</i>
By	<i>[Signature]</i>	<i>Agent</i>		<i>Date</i>
	<i>Mike Mowar</i>	<i>Tenant</i>	<i>Oct 22 2015</i>	<i>Date</i>
		<i>Tenant</i>		<i>Date</i>

 CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: February 8, 2016

SUBJECT: Consideration of approving an Intergovernmental Agreement for Storm Water Education Program Services with the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District for services to be provided by the Ecology Action Center

RECOMMENDATION/MOTION: That the Agreement for Storm Water Education Program Services in the amount of \$13,186 annually for three (3) years (with a built-in annual inflator equal to the rise in the Consumer Price Index or 3 percent, whichever is less, for years 2 and 3) be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- 1.e. Partnering with others for the most cost-effective service delivery
- 5.a. Incorporation of “Green Sustainable” concepts into City’s development and plans

BACKGROUND:

The City is currently regulated by the EPA in regards to storm water management through the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit process. This permit requires that the City take specific steps to reduce storm water pollution, which might take the form of pesticides from lawns, sediment from construction sites, plastics bottles, etc. Many of these contaminants pollute waterways thereby discouraging recreational use of the resource, contaminating drinking water supplies, and interfering with the habitat for fish, other aquatic organisms, and wildlife.



As a part of these regulations, the Illinois EPA requires both educational outreach and citizen involvement in regards to the issue of storm water runoff. To fill this need, the Ecology Action Center (EAC) will provide a number of community initiatives such as Clean Water educational programs in the Bloomington-Normal schools and storm drain inlet stenciling.

A newly planned initiative involves removal of nonnative weeds and brush along Sugar Creek and other waterways. Using volunteers, EAC will replace invasive weeds with native plantings.

This intergovernmental agreement is cost-effective because of a pooling of resources to fill a multitude of needs at once. Rather than each taxing body preparing and paying for its own educational outreaches, the taxing bodies jointly contract with EAC to provide competent, consistent outreach across McLean County.

This past year, the Illinois EPA audited the City's MS4 permit and showed great enthusiasm for both the educational and outreach projects and citizen involvement programs which EAC presented.

Note that this was originally on the consent agenda at the January 25, 2016, meeting and was unanimously approved by the City Council. An alderman subsequently realized that there was a potential conflict with this item and immediately approached City administration to discuss the failure to have the item pulled from the consent agenda. Once this issue was brought to the attention of City administration, the decision was made to recommend re-approval. City legal also consulted with the State's Attorney's Office to ensure adequate compliance. Recognizing the error was clearly inadvertent, the alderman received no financial benefit, and the alderman immediately abated any conflict, re-approval was the only course of action recommended by the State's Attorney's office. Even though the alderman has already abated any conflict, the alderman will not vote on the matter at Monday's meeting.

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

FINANCIAL IMPACT: The \$13,186 for FY 2016 will be billed in February 2016. The bill will be paid from the Storm Water-Other Purchased Services Account (53103100-70690) roll-up group. Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on page 148.

Respectfully submitted for Council consideration.

Prepared by: Austin Aldag, Miscellaneous Technician, Public Works

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

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

Updated and Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- 2016 Storm Water Education Program Services Agreement
- January 25, 2016 Council Agenda Item No. 7F

Motion: That the Agreement for Storm Water Education Program Services in the amount of \$13,186 annually for three (3) years (with a built-in annual inflator equal to the rise in the Consumer Price Index or 3 percent, whichever is less, for years 2 and 3) be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

AGREEMENT FOR STORM WATER EDUCATION PROGRAM SERVICES

This agreement is entered into this 1st day of February, 2016, between the City of Bloomington, the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District (hereinafter referred to as "City", "Town", "County", and "BNWRD") and the Ecology Action Center, an Illinois not-for-profit corporation (hereinafter referred to as the "Center").

A. Purpose of This Agreement

The purpose of this agreement is to establish a framework for the continuing administration and implementation of a storm water education program, hereafter referred to as the "Program" to include storm water education programming for the City, Town, County, and BNWRD and assist the City, Town, County, and BNWRD in meeting the public education and outreach requirements of their National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Management Plans.

B. Period of Agreement

The period of this agreement is (3) years commencing on February 1, 2016 and ending on January 31, 2019. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services

1. City, Town, County, and BNWRD

The City, Town, County, and BNWRD shall:

- a. provide program guidance and oversight; and
- b. provide funding for the Program in accordance with item "D" of this agreement.

2. Center

The Center shall:

- a. provide the storm water education services to the City, Town, County, and BNWRD as outlined in the Appendix A, being the Center's proposed Storm Water Education Program; and
- b. complete the following reporting requirements: 1) quarterly progress reports to the City, Town, County, and BNWRD; and 2) segregated annual reports to the City, Town, County, and BNWRD in the form

and content required for submittal to the Illinois Environmental Protection Agency.

D. Project Costs:

1. Annual payments of \$13,186 each shall be made by the City and the Town by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2017, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
2. Annual payments of \$2,651 shall be made by the County by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2017, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
3. Annual payments of \$2,233 shall be made by BNWRD by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2017, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.

It is understood by all parties that payment in support of this agreement is contingent upon the availability of Program revenue and/or funds provided through the City, Town, County, and BNWRD.

- E. Center shall save and hold the City, Town, County, and BNWRD, (including its officials, agents and employees) free and harmless and indemnify City, Town, County, and BNWRD from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with Center's performance under this agreement.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing, and does not preclude separate agreements between the Center and individual units of local government for additional services.
- G. Center agrees to execute and does hereby represent that the affirmations contained in Exhibit 1 attached hereto are true and correct.

Attest

City of Bloomington

Date

City Clerk

Christopher Koo

Town of Normal

1/29/10

Date

John A. McAtypa

McLean County

1-19-16

Date

Bloomington-Normal Water Reclamation District

Date

Ecology Action Center

Date

APPENDIX A

The Center shall:

1. Provide the following storm water education services to the City, Town, County, and BNWRD:
 - a. Ongoing program evaluation
 - b. Perform Clean Water education programs in Bloomington-Normal schools and Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School
 - c. Provide informational displays at local events (Earth Day, Sugar Creek Arts Festival, Illinois Sustainable Living and Wellness Expo, etc.)
 - d. Conduct the Yard Smart program to promote reduction in use of synthetic fertilizers
 - e. Encourage reduction of stormwater runoff through coordination of rain barrel workshops and rain garden workshops
 - f. Promote and coordinate public involvement in watershed activities such as stream clean up events, storm drain stenciling and promote related programs such as RiverWatch stream monitoring
 - g. Provide clean water educational efforts in rural areas including the Lake Bloomington community, Towanda and Hudson to encourage proper septic system maintenance, stream buffers, and awareness of storm water issues
 - h. Conduct outreach campaigns through social media and traditional media
 - i. Maintain mCLEANwater.org watershed clearinghouse website as resource for information on local water issues, watershed plans, with online forums of topics related to clean water.
 - j. Coordinate Creek Stewards program on behalf the City and Town. Will recruit, train, and supervise volunteers in removal of exotic weeds and brush along Sugar Creek and other waterways in Bloomington-Normal.
 - k. Provide MS4 "Good Housekeeping" program assistance to the County.

2. Provide for the administration of the program to include:
 - a. Submission of quarterly progress reports to the City, Town, County, and BNWRD on the activities conducted in compliance with this agreement;
 - b. Submission of segregated annual reports to the City, Town, County, and BNWRD, to reflect where practical the separate accomplishments for each entity;
 - c. Combining of relevant programs as appropriate in order to avoid duplication and reduce costs and time;
 - d. Submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
 - e. Invoices for services performed in accordance with item "D" of this agreement.

Exhibit 1

Contractor Certification

Contractor on behalf of contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal, City of Bloomington, County of McLean, and BNWRD to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. Contractor certifies that no Town of Normal, City of Bloomington, County of McLean, and BNWRD officer or employee has any interest in the proceeds of this contract.
2. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal, City of Bloomington, County of McLean, and BNWRD.
7. Contractor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1 et.seq.) and is in compliance with the act on the effective date of this contract.
8. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
9. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
10. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
11. Contractor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/ et.seq.) that steel products used or supplied in

the performance of this contract are manufactured or produced in the United States.

12. Contractor certifies that same is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/ et seq.)
13. Contractor certifies that same is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/ et seq.)
14. Contractor certifies that same is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/et seq.)
15. Contractor certifies that for public works contracts exceeding one hundred thousand dollars (\$100,000) in value contractor is in compliance with the Town of Normal Responsible Bidder Ordinance which requires Contractor to participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. (This provision shall not apply to federally funded projects if such application would jeopardize the receipt of use of federal funds in support of such project.)
16. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)

Contractor: _____

Date: _____

Program Budget

EXPENSES	cost	quantity	subtotal
Clean Water School program			\$ 5,500
Staff time in classroom	\$ 60	60	\$ 3,600
Coordination			\$ 300
Travel to schools			\$ 300
Program supplies			\$ 300
Printing			\$ 200
Cups for sending message home			\$ 800
Yard Smart Program			\$ 9,120
Rain Barrel Workshops	\$ 350	12	\$ 4,200
Yard Smart Garden Walk			\$ 520
yard walk food			\$ 500
Coordination			\$ 600
Promotion			\$ 1,000
Printing			\$ 400
Supplies			\$ 600
Rain Garden maintenance			\$ 500
Demonstration Landscaping maintenance			\$ 800
Community involvement: Volunteer Stream Clean-up, Storm Stenciling Program, etc.			\$ 3,825
Staff time			\$ 2,300
Travel			\$ 225
Stencils			\$ 800
Supplies			\$ 500
Sugar Creek Stewardship Program			\$ 4,000
Sugar Creek Stewards coordination	\$ 240	10	\$ 2,400
Herbicide			\$ 1,000
tools, sprayers			\$ 600
Presentations /Information tables			\$ 2,300
Media campaign, newsletters, displays			\$ 3,500
McLean County Watershed Forum website			\$ 1,000
Administrative Overhead			\$ 4,512
TOTAL			\$ 33,757

REVENUE	cost	quantity	subtotal
Contractual funding			\$ 31,257
City of Bloomington			\$ 13,186
Town of Normal			\$ 13,186
McLean County Highway Department			\$ 2,651
BNWRD			\$ 2,233
Workshop Fees	\$ 40	62.5	\$ 2,500
TOTAL			\$ 33,757

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

FOR COUNCIL: January 25, 2015

SUBJECT: Consideration of approving an Intergovernmental Agreement for Storm Water Education Program Services with the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District for services to be provided by the Ecology Action Center

RECOMMENDATION/MOTION: That the Agreement for Storm Water Education Program Services in the amount of \$13,186 annually for three (3) years (with a built-in annual inflator equal to the rise in the Consumer Price Index or 3 percent, whichever is less, for years 2 and 3) be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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5. Great Place – Livable, Sustainable City

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- 1.e. Partnering with others for the most cost-effective service delivery
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Reviewed by: Jim Karch, PE CFM, Director of Public Works

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

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Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

AGREEMENT FOR STORM WATER EDUCATION PROGRAM SERVICES

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- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing, and does not preclude separate agreements between the Center and individual units of local government for additional services.
- G. Center agrees to execute and does hereby represent that the affirmations contained in Exhibit 1 attached hereto are true and correct.

City of Bloomington

Date

Town of Normal

Date

McLean County

Date

Bloomington-Normal Water Reclamation District

Date

Ecology Action Center

Date

APPENDIX A

The Center shall:

1. Provide the following storm water education services to the City, Town, County, and BNWRD:
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 - b. Perform Clean Water education programs in Bloomington-Normal schools and Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School
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Exhibit 1

Contractor Certification

Contractor on behalf of contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal, City of Bloomington, County of McLean, and BNWRD to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. Contractor certifies that no Town of Normal, City of Bloomington, County of McLean, and BNWRD officer or employee has any interest in the proceeds of this contract.
2. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal, City of Bloomington, County of McLean, and BNWRD.
7. Contractor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1 et.seq.) and is in compliance with the act on the effective date of this contract.
8. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
9. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
10. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
11. Contractor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/ et.seq.) that steel products used or supplied in

the performance of this contract are manufactured or produced in the United States.

12. Contractor certifies that same is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/ et seq.)
13. Contractor certifies that same is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/ et seq.)
14. Contractor certifies that same is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/et seq.)
15. Contractor certifies that for public works contracts exceeding one hundred thousand dollars (\$100,000) in value contractor is in compliance with the Town of Normal Responsible Bidder Ordinance which requires Contractor to participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. (This provision shall not apply to federally funded projects if such application would jeopardize the receipt of use of federal funds in support of such project.)
16. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)

Contractor: _____

Date: _____

Program Budget

EXPENSES	cost	quantity	subtotal
Clean Water School program			\$ 5,500
Staff time in classroom	\$ 60	60	\$ 3,600
Coordination			\$ 300
Travel to schools			\$ 300
Program supplies			\$ 300
Printing			\$ 200
Cups for sending message home			\$ 800
Yard Smart Program			\$ 9,120
<i>Rain Barrel Workshops</i>	\$ 350	12	\$ 4,200
<i>Yard Smart Garden Walk</i>			\$ 520
<i>yard walk food</i>			\$ 500
<i>Coordination</i>			\$ 600
<i>Promotion</i>			\$ 1,000
<i>Printing</i>			\$ 400
<i>Supplies</i>			\$ 600
<i>Rain Garden maintenance</i>			\$ 500
<i>Demonstration Landscaping maintenance</i>			\$ 800
Community involvement: Volunteer Stream Clean-up, Storm Stenciling Program, etc.			\$ 3,825
<i>Staff time</i>			\$ 2,300
<i>Travel</i>			\$ 225
<i>Stencils</i>			\$ 800
<i>Supplies</i>			\$ 500
Sugar Creek Stewardship Program			\$ 4,000
<i>Sugar Creek Stewards coordination</i>	\$ 240	10	\$ 2,400
<i>Herbicide</i>			\$ 1,000
<i>tools, sprayers</i>			\$ 600
Presentations /Information tables			\$ 2,300
Media campaign, newsletters, displays			\$ 3,500
McLean County Watershed Forum website			\$ 1,000
Administrative Overhead			\$ 4,512
TOTAL			\$ 33,757

REVENUE	cost	quantity	subtotal
Contractual funding			\$ 31,257
<i>City of Bloomington</i>			\$ 13,186
<i>Town of Normal</i>			\$ 13,186
<i>McLean County Highway Department</i>			\$ 2,651
<i>BNWRD</i>			\$ 2,233
Workshop Fees	\$ 40	62.5	\$ 2,500
TOTAL			\$ 33,757

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

FOR COUNCIL: February 8, 2016

SUBJECT: Consideration of adopting a Resolution approving the Executive Session Minutes of the City Council as provided on 2016 Schedule A, and approve confidentiality of minutes to be retained for an unspecified date.

RECOMMENDATION/MOTION: That the Resolution be adopted approving the Executive Session Minutes to retain confidentiality of Minutes as outline on 2016 Schedule A.

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 Open Meeting Act requires a semiannual review of approved Executive Session Minutes to determine whether a need for confidentiality still exists as to the City's past Executive Session Minutes. The determination on which minutes are going to be released and which minutes still require confidential treatment must be reported on in open session. The Resolution makes this report.

The Council met on December 21, 2015 in Executive Session to review the Executive Session Minutes and to make the determinations required by the Open Meetings Act. The attached Resolution reports on maintaining confidentiality of the meeting minutes listed on the 2016 Schedule A for an unspecified period, or upon future review by the City Council in Executive Session.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

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

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachment:

- Resolution

- 2016 Schedule A

Motion: That the Resolution be adopted.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2016 -

**A RESOLUTION REPORTING THE RELEASE AND RETENTION
OF EXECUTIVE SESSION MINUTES**

WHEREAS, the City Council of the City of Bloomington, Illinois has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, pursuant to the requirements of 5 ILCS 120/2.06(c), a review of all closed session minutes has been completed; and

WHEREAS, the City Council has determined that all or portions of the minutes of the meetings listed on 2016 Schedule A, attached hereto, continues to require confidential treatment and should be maintain confidential for an unspecified date or until the Council determines confidentiality no longer exists, and shall be made available for public inspection with redacted portions of said meeting minutes.

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

Section 1. The Executive Session Minutes from those meetings set forth on 2016 Schedule A, attached hereto and incorporated by reference, are maintained in whole. The preamble to this Resolution is incorporated into the body of this resolution.

Section 2. The City Clerk is hereby authorized and directed to maintain confidentiality of Executive Session Meeting Minutes, or specified portions of them from 2016 Schedule A, and not release them for public inspection in accordance with the Open Meetings Act and standing procedures of the Clerk's Office.

Section 3. The City Clerk is hereby authorized and directed to destroy the verbatim audio recording for those Executive Sessions that have been approved by the Council and after eighteen (18) months have passed.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 8th day of February, 2016.

APPROVED this ____ day of February, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporation Counsel

2016 SCHEDULE A

Date	Reason	Recommendation
January 23, 1995	Section 2 c(1) Personnel	Retain
June 12, 1995	Section 2 c(2) Collective Bargaining	Retain
February 26, 1996	Section 2(c)(1) Personnel	Retain
October 14, 1996	Section 2(c)(2) Collective Bargaining	Retain
November 12, 1996	Section 2(c)(2) Collective Bargaining	Retain
February 24, 1997	Section 2(c)(1) Personnel	Retain
March 10, 1997	Section 2(c)(2) Collective Bargaining	Retain
May 12, 1997	Section 2(c)(2) Collective Bargaining	Retain
July 14, 1997	Section 2(c)(2) Collective Bargaining	Retain
October 13, 1997	Section 2(c)(2) Collective Bargaining	Retain
January 26, 1998	Section 2(c)(1) Personnel	Retain
July 14, 1998	Section 2(c)(2) Collective Bargaining	Retain
July 27, 1998	Section 2(c)(2) Collective Bargaining	Retain
December 28, 1998	Section 2(c)(1) Personnel	Retain
May 10, 1999	Section 2(c)(2) Collective Bargaining	Retain
June 14, 1999	Section 2(c)(2) Collective Bargaining	Retain
September 13, 1999	Section 2(c)(5) Purchase or Lease Real Estate	Retain
November 22, 1999	Section 2(c)(1) Personnel	Retain
December 13, 1999	Section 2(c)(1) Personnel	Retain
December 11, 2000	Section 2(c)(1) Personnel	Retain
November 13, 2001	Section 2(c)(1) Personnel	Retain
May 28, 2002	Section 2(c)(2) Collective Bargaining	Retain
September 23, 2002	Section 2(c)(2) Collective Bargaining	Retain
November 12, 2002	Section 2(c)(1) Personnel	Retain
March 8, 2004	Section 2(c)(1) Personnel	Retain
May 10, 2004	Section 2(c)(2) Collective Bargaining	Retain
February 28, 2005	Section 2(c)(1) Personnel	Retain
March 14, 2005	Section 2(c)(1) Personnel	Retain
March 28, 2005	Section 2(c)(6) Sale or Lease Real Estate	Retain
May 9, 2005	Section 2(c)(2) Collective Bargaining	Retain
August 14, 2006	Section 2(c)(1) Personnel	Retain
August 28, 2006	Section 2(c)(1) Personnel	Retain
August 13, 2007	Section 2(c)(2) Collective Bargaining	Retain
November 13, 2007	Section 2(c)(2) Collective Bargaining	Retain
December 10, 2007	Section 2(c)(1) Personnel	Retain
January 7, 2008	Section 2(c)(1) Personnel	Retain
February 11, 2008	Section 2(c)(2) Collective Bargaining	Retain
February 11, 2008	Section 2(c)(1) Personnel	Retain
June 9, 2008	Section 2(c)(5) Purchase or Lease of Real Estate	Retain
August 19, 2008	Section 2(c)(1) Personnel	Retain
August 19, 2008	Section 2(c)(1) Personnel	Retain
October 13, 2008	Section 2(c)(5) Purchase or Lease of Real Estate	Retain

Date	Reason	Recommendation
November 3, 2008	Section 2(c)(1) Personnel	Retain
November 17, 2008	Section 2(c)(1) Personnel	Retain
November 18, 2008	Section 2(c)(1) Personnel	Retain
November 19, 2008	Section 2(c)(1) Personnel	Retain
March 9, 2009	Section 2(c)(2) Collective Bargaining	Retain
March 9, 2009	Section 2(c)(11) Litigation	Retain
March 23, 2009	Section 2 c(2) Collective Bargaining	Retain
March 30, 2009	Section 2(c)(2) Collective Bargaining	Retain
March 30, 2009	Section 2(c)(1) Personnel	Retain
April 6, 2009	Section 2(c)(2) Collective Bargaining	Retain
April 6, 2009	Section 2(c)(1) Personnel	Retain
April 13, 2009	Section 2(c)(2) Collective Bargaining	Retain
April 27, 2009	Section 2(c)(2) Collective Bargaining	Retain
May 26, 2009	Section 2(c)(2) Collective Bargaining	Retain
June 8, 2009	Section 2(c)(2) Collective Bargaining	Retain
June 22, 2009	Section 2(c)(2) Collective Bargaining	Retain
June 27, 2009	Section 2(c)(2) Collective Bargaining	Retain
August 10, 2009	Section 2(c)(2) Collective Bargaining	Retain
September 14, 2009	Section 2 c(5) Purchase of Real Estate	Retain
September 28, 2009	Section 2(c)(2) Collective Bargaining	Retain
September 28, 2009	Section 2(c)(5) Purchase or Lease of Real Estate	Retain
September 28, 2009	Section 2(c)(6) Sale or Lease of Real Estate	Retain
December 14, 2009	Section 2(c)(2) Collective Bargaining	Retain
January 11, 2010	Section 2(c)(2) Collective Bargaining	Retain
January 25, 2010	Section 2(c)(2) Collective Bargaining	Retain
January 25, 2010	Section 2(c)(5) Purchase or Lease of Real Estate	Retain
February 8, 2010	Section 2(c)(2) Collective Bargaining	Retain
February 8, 2010	Section 2(c)(6) Sale or Lease of Real Estate	Retain
February 22, 2010	Section 2(c)(2) Collective Bargaining	Retain
March 22, 2010	Section 2 c(2) Collective Bargaining	Retain
April 5, 2010	Section 2(c)(2) Collective Bargaining	Retain
April 12, 2010	Section 2 c(2) Collective Bargaining	Retain
April 12, 2010	Section 2 c(11) Litigation	Retain
April 26, 2010	Section 2(c)(6) Sale or Lease of Real Estate	Retain
April 26, 2010	Section 2(c)(2) Collective Bargaining	Retain
May 10, 2010	Section 2 c(2) Collective Bargaining	Retain
May 10, 2010	Section 2 c(11) Litigation	Retain
June 14, 2010	Section 2 c(11) Litigation	Retain
June 14, 2010	Section 2 c(11) Litigation	Retain
June 28, 2010	Section 2(c)(1) Personnel	Retain
July 12, 2010	Section 2 c(11) Litigation	Retain
July 12, 2010	Section 2 c(2) Collective Bargaining	Retain
July 26, 2010	Section 2 c(2) Collective Bargaining	Retain

Date	Reason	Recommendation
July 26, 2010	Section 2 c(1) Personnel	Retain
August 9, 2010	Section 2 c(1) Personnel	Retain
August 9, 2010	Section 2 c(2) Collective Bargaining	Retain
September 27, 2010	Section 2(c)(1) Personnel	Retain
October 25, 2010	Section 2 c(2) Collective Bargaining	Retain
November 8, 2010	Section 2(c)(5) Purchase or Lease of Real Estate	Retain
November 22, 2010	Section 2(c)(2) Collective Bargaining	Retain
December 13, 2010	Section 2 c(2) Collective Bargaining	Retain
December 13, 2010	Section 2 c(11) Litigation	Retain
January 10, 2011	Section 2 c(2) Collective Bargaining	Retain
January 10, 2011	Section 2 c(6) Sale of Real Estate	Retain
January 10, 2011	Section 2 c(6) Sale of Real Estate	Retain
February 28, 2011	Section 2 c(2) Collective Bargaining	Retain
March 28, 2011	Section 2 c(11) Litigation	Retain
March 28, 2011	Section 2(c)(2) Collective Bargaining	Retain
March 28, 2011	Section 2(c)(6) Sale or Lease of Real Estate	Retain
April 11, 2011	Section 2 c(2) Collective Bargaining	Retain
April 25, 2011	Section 2 c(6) Sale of Real Estate	Retain
May 9, 2011	Section 2(c)2 Collective Bargaining	Retain
May 9, 2011	Section 2(c)(11) Litigation	Retain
June 13, 2011	Section 2(c)(2) Collective Bargaining	Retain
July 11, 2011	Section 2(c)(1) Personnel	Retain
August 8, 2011	Section 2(c)(5) Purchase or Lease of Real Estate	Retain
August 22, 2011	Section 2 c(6) Purchase of Real Estate	Retain
August 22, 2011	Section 2 c(2) Collective Bargaining	Retain
September 12, 2011	Section 2 c(2) Collective Bargaining	Retain
September 26, 2011	Section 2 c(11) Litigation	Retain
September 26, 2011	Section 2 c(2) Collective Bargaining	Retain
October 24, 2011	Section 2 c(2) Collective Bargaining	Retain
November 14, 2011	Section 2 c(11) Litigation	Retain
November 28, 2011	Section 2 c(11) Litigation	Retain
December 19, 2011	Section 2(c)(5) Purchase or Lease of Real Estate	Retain
January 23, 2012	Section 2 c(2) Collective Bargaining	Retain
March 26, 2012	Section 2 c(5) Purchase of Real Estate	Retain
May 29, 2012	Section 2(c)(2) Collective Bargaining	Retain
June 25, 2012	Section 2 c(2) Collective Bargaining	Retain
July 23, 2012	Section 2 c(2) Collective Bargaining	Retain
August 17, 2012	Section 2(c)(1) Personnel	Retain
September 10, 2012	Section 2 c(11) Litigation	Retain
October 8, 2012	Section 2 c(2) Collective Bargaining	Retain
November 13, 2012	Section 2(c)(1) Personnel	Retain
December 17, 2012	Section 2(c)(2) Collective Bargaining	Retain
December 17, 2012	Section 2(c)(1) Personnel	Retain

Date	Reason	Recommendation
December 17, 2012	Section 2(c)(1) Personnel	Retain
January 14, 2013	Section 2 c(11) Litigation	Retain
January 14, 2013	Section 2 c(2) Collective Bargaining	Retain
January 28, 2013	Section 2 c(2) Collective Bargaining	Retain
February 25, 2013	Section 2(c)(29) Meet with external auditors	Retain
February 25, 2013	Section 2(c)(2) Collective Bargaining	Retain
March 11, 2013	Section 2 c(2) Collective Bargaining	Retain
April 8, 2013	Section 2 c(21) Review of Closed Session	Retain
April 8, 2013	Section 2 c(1) Personnel	Retain
June 10, 2013	Section 2 c(2) Collective Bargaining	Retain
June 24, 2013	Section 2 c(11) Litigation	Retain
July 22, 2013	Section 2(c)(5) Purchase or lease of Real Estate	Retain
October 28, 2013	Section 2(c)(1) Personnel	Retain
November 12, 2013	Section 2(c)(1) Personnel	Retain
November 12, 2013	Section 2(c)(5) Purchase or lease of Real Estate	Retain
November 15, 2013	Section 2 c(1) Personnel	Retain
December 9, 2013	Section 2(c)(11) Potential Litigation	Retain
December 9, 2013	Section 2(c)(1) Personnel	Retain
December 16, 2013	Section 2(c)(11) Potential Litigation	Retain
December 16, 2013	Section 2(c)(1) Personnel	Retain
January 27, 2014	Section 2(c)(2) Collective Bargaining	Retain
February 10, 2014	Section 2(c)(21) Review Closed Session Minutes	Retain
February 10, 2014	Section 2(c)(2) Collective Bargaining	Retain
February 10, 2014	Section 2(c)(21) Review of Closed Session Minutes	Retain
March 24, 2014	Section 2(c)(2) Collective Bargaining	Retain
April 7, 2014	Section 2(c)(11) Litigation	Retain
April 21, 2014	Section 2 c(2) Collective Bargaining	Retain
May 12, 2014	Section 2 c(21) Review of Closed Session	Retain
May 27, 2014	Section 2 c(5) Purchase of Real Estate	Retain
May 27, 2014	Section 2 c(2) Collective Bargaining	Retain
June 9, 2014	Section 2 c(11) Litigation	Retain
June 9, 2014	Section 2 c(1) Personnel	Retain
June 23, 2014	Section 2(c)(11) Litigation	Retain
June 23, 2014	Section 2(c)(2) Collective Bargaining	Retain
July 7, 2014	Section 2(c)(1) Personnel	Retain
July 14, 2014	Section 2 c(2) Collective Bargaining	Retain
July 14, 2014	Section 2 c(5) Purchase of Real Estate	Retain
July 14, 2014	Section 2 c(5) Purchase of Real Estate	Retain
July 14, 2014	Section 2 c(5) Purchase of Real Estate	Retain
July 28, 2014	Section 2(c)(1) Personnel/Section 2(c)(11) Litigation	Retain

Date	Reason	Recommendation
July 28, 2014	Section 2(c)(5) Purchase or Lease of Real Estate	Retain
August 11, 2014	Section 2(c)(5) Purchase or Lease of Real Estate	Retain
August 25, 2014	Section 2 c(1) Personnel	Retain
September 8, 2014	Section 2 c(11) Litigation	Retain
September 15, 2014	Section 2(c)(11) Litigation	Retain
October 13, 2014	Section 2 c(12) Claim Settlement	Retain
October 13, 2014	Section 2 c(5) Purchase of Real Estate	Retain
October 13, 2014	Section 2 c(11) Litigation	Retain
October 13, 2014	Section 2 c(11) Litigation	Retain
October 13, 2014	Section 2 c(11) Litigation	Retain
October 13, 2014	Section 2 c(11) Litigation	Retain
October 27, 2014	Section 2 c(2) Collective Bargaining	Retain
October 27, 2014	Section 2 c(21) Review of Closed Session	Retain
November 10, 2014	Section 2 c(2) Collective Bargaining	Retain
November 10, 2014	Section 2 c(11) Litigation	Retain
November 10, 2014	Section 2 c(5) Purchase of Real Estate	Retain
November 10, 2014	Section 2 c(21) Review of Closed Session	Retain
December 8, 2014	Section 2 c(2) Collective Bargaining	Retain
December 8, 2014	Section 2 c(1) Personnel	Retain
December 15, 2014	Section 2 c(11) Litigation	Retain
December 15, 2014	Section 2 c(1) Personnel	Retain
January 12, 2015	Section 2 c(11) Litigation	Retain
January 12, 2015	Section 2 c(1) Personnel	Retain
February 9, 2015	Section 2 c(11) Litigation	Retain
February 23, 2015	Section 2 c(2) Collective Bargaining	Retain
February 23, 2015	Section 2 c(5) Purchase of Real Estate	Retain
March 9, 2015	Section 2 c(11) Litigation	Retain
March 23, 2015	Section 2 c(11) Litigation	Retain
March 23, 2015	Section 2 c(11) Litigation	Retain
April 27, 2015	Section 2 c (11) Litigation	Retain
April 27, 2015	Section 2 c (12) Claims Settlement	Retain
April 27, 2015	Section 2 c(21) Review of Closed Session	Retain
May 11, 2015	Section 2 c(11) Litigation	Retain
May 11, 2015	Section 2 c(1) Personnel	Retain
May 26, 2015	Section 2 c (12) Claims Settlement	Retain
May 26, 2015	Section 2 c(11) Litigation	Retain
May 26, 2015	Section 2 c(2) Collective Bargaining	Retain
June 22, 2015	Section 2 c(11) Litigation	Retain
June 22, 2015	Section 2 c(29) Internal Audit	Retain
July 13, 2015	Section 2 c(12) Claims Settlement	Retain
July 20, 2015	Section 2 c(11) Litigation	Retain
July 27, 2015	Section 2 c(12) Claim Settlement	Retain
July 27, 2015	Section 2 c(2) Collective Bargaining	Retain

Date	Reason	Recommendation
July 27, 2015	Section 2 c(29) Internal Audit	Retain
August 10, 2015	Section 2 c(5) Land Acquisition	Retain
August 17, 2015	Section 2 c(29) Internal Audit	Retain
August 24, 2015	Section 2c(2) Collective Bargaining	Retain
August 24, 2015	Section 2 c(16) Self-Evaluation of Practices and Procedures	Retain
September 12, 2015	Section 2 c(16) Self-Evaluation of Practices and Procedures	Retain
September 14, 2015	Section 2 c(12) Claims Settlement	Retain
September 14, 2015	Section 2 c(11) Pending Litigation	Retain
September 14, 2015	Section 2 c(5) Land Acquisition	Retain
September 28, 2015	Section 2 c(11) Probable Litigation	Retain
September 28, 2015	Section 2 c(11) Pending Litigation	Retain
October 12, 2015	Section 2 c(2) Collective Bargaining	Retain
October 12, 2015	Section 2 c(12) Claims Settlement	Retain
October 12, 2015	Section 2 c(11) Pending Litigation	Retain
October 12, 2015	Section 2 c(5) Land Acquisition	Retain
October 19, 2015	Section 2 c(11) Pending Litigation	Retain



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: February 8, 2016

SUBJECT: Consideration of an application from OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., for a Limited Alcoholic Liquor License, Class LA, which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fundraiser to be held on February 26, 2016 from 6:00 to 8:30 p.m.

RECOMMENDATION/MOTION: That a Limited Alcoholic Liquor License, Class LA for OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fundraiser to be held on February 26, 2016 from 6:00 to 8:30 p.m. be approved.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner, Tari Renner, called the hearing to order to hear the request of OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., for a Limited Alcoholic Liquor License, Class LA, which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fundraiser to be held on February 26, 2016 from 6:00 to 8:30 p.m.

Present at the hearing were Liquor Commissioners Tari Renner and Jim Jordan, George Boyle, Asst. Corporation Counsel and Renee Gooderham, Chief Deputy Clerk and Jennifer Sedbrook, applicant representative.

Commissioner Absent: Geoffrey Tompkins.

Jennifer Sedbrook, applicant representative, addressed the Commission. She stated that this was an annual fundraising event to be held at the Eastland Medical Plaza I Atrium. Tickets cost \$40. All proceeds go to the medical center. She anticipated 250 guests. Guests sample food and beverages from around the world. Same was provided by local vendors.

Motion by Commissioner Jordan, seconded by Commissioner Renner that the application of OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., for a Limited Alcoholic Liquor License, Class LA, which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fund raiser to be held on February 26, 2016 from 6:00 to 8:30 p.m. be approved.

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

Ayes: Commissioners Jordan and Renner.

Nays: None.

Motion carried.

Commissioner Renner stated that this item would appear on the Council's February 8, 2016, Consent Agenda. He encouraged Ms. Sedbrook to attend.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the January 12, 2016 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: The fee for an LA liquor license is waived.

Respectfully submitted for Council consideration.

Prepared by:

Renee Gooderham, Chief Deputy Clerk

Reviewed by:

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

George D. Boyle, Assistant Corporation Counsel

Recommended by



Tari Renner

Mayor

Attachments:

- Chapter 6: Section 4B Creation of New License - Findings
- Application for a Class "L" Limited Alcoholic Liquor License

Motion: That a Limited Alcoholic Liquor License, Class LA for OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fund raiser to be held on February 26, 2016 from 6:00 to 8:30 p.m. be approved.

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

APPLICATION FOR CLASS "L" LIMITED ALCOHOLIC LIQUOR LICENSE

Check Appropriate Category ___ LB (Beer & Wine Only) ___ LA (all types)

1. Name of Civic, Service, Charitable, Fraternal or Social Organization, Group or Entity seeking license:

OSF St. Joseph Foundation

2. Names and Addresses of 3 to 5 responsible current members, officers or directors of the organization, group or entity:

Jennifer Sedrook, Staff, 200 E. Washington Ave, Bloomington IL 61701
Rachel Bedeker, President, 3508 Prescher Point, Bloomington, IL 61704
Kimberly Weeks, Staff, 305 Kerin Drive, Mackinaw, IL 61755

3. Description of location at which the limited alcoholic liquor license will be utilized:

OSF St. Joseph Medical Center - Eastland Medical Plaza One

4. Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children? Yes ___ No

5. Dates on which the Limited alcoholic liquor license will be utilized:

Friday, February 26th

6. Hours during which alcohol will be sold:

6:00 - 8:30 pm

7. Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any:

World Tour annual fundraiser. Guests sample food and beverages from around the world provided by local vendors.

8. Estimate of number of persons expected to attend:

250

9. Description of the proposed procedures for handling the following:

Sale of Alcoholic Liquor: Not sold, tickets sold in advance
(attach sketch plan showing location of alcohol sales area)

Crowd control: Volunteers of the Foundation

Identification Check: Staff and volunteers will check at door

Traffic Check: Volunteers

Vehicle Parking: Self-park

Pedestrian Control: N/A

Site & Vicinity Cleanup: Completed by staff

10. a. Has the civic, service, charitable, fraternal or social organization, group or entity applying for this license been in existence continuously for at least one year? Yes ___ No

Date Established _____

b. Is the civic, service, charitable, fraternal or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois? Yes ___ No

Date Incorporated _____

11. Has the civic, service, charitable, fraternal or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a licensee within the past year Yes ___ No

If yes, how many? just the one for this event in 2015.

12. Submit completed application to City Clerk not more than 60 days or less than 30 days prior to the date on which license, if granted, will be utilized.

13. The following shall be furnished the City Clerk following the approval of application and prior to the issuance of license: (The license will not be issued unless all requested items are received).

a. Dram Shop Insurance Policy insuring the licensed group, organization or entity, each of the responsible individuals named as co-licensees and as named insureds. The amounts of coverage shall not be less than:

\$100,000 bodily injury per person

\$300,000 bodily injury per occurrence
\$100,000 means of support
\$100,000 property damage

b. Surety bond in the amount of \$2,000 in favor of the City of Bloomington guaranteeing applicants' faithful observance of all of the provisions of the City of Bloomington Liquor Code, State and Federal laws regulating the sale and service of alcohol.

c. Completed City of Bloomington Special Event form, if applicable.

d. The \$100/\$150/\$200 nonrefundable license fee.

14. The applicant must notify the McLean County Health Department of the pending activity and request a health inspection of the premises on which the license will be issued, if appropriate.

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

The undersigned, being first duly sworn, on oath depose and say that all matters and things set out on this application are true and correct, and that all items enumerated on this application will be complied with.

SIGNATURES OF ALL RESPONSIBLE CURRENT MEMBERS OF THE ORGANIZATION, GROUP OR ENTITY NAME AS CO-LICENSEES.

MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC.

Amir Jalloh
Rachel Bedler
[Signature]

12-23-15
12-23-15
12-23-15

Subscribed and sworn to before me, a Notary Public, in and for the County of McLean and State of Illinois, at Bloomington, Illinois this 23 day of December, 2015.

My commission Expires: 1/20/19

Rosalie G Gentes

Notary Public

FOR OFFICE USE ONLY

RECOMMEND APPLICATION BE APPROVED: _____

RECOMMEND APPLICATION BE DISAPPROVED: _____

REASONS/SPECIAL CONDITIONS: _____

Mayor/Liquor Commissioner





CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: February 8, 2016

SUBJECT: Consideration of the application of Wallace LLC, d/b/a Satio, located at 306 N. Center St. Ste. 102, requesting an RAPS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types of packaged alcohol for consumption off premise seven (7) days a week.

RECOMMENDATION/MOTION: That an RAPS liquor license for Wallace LLC, d/b/a Satio, located at 306 N. Center St. Ste. 102, be approved contingent upon: 1.) an employee receive BASSET certification within sixty (60) days and 2.) Compliance with all health and safety codes.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner, Tari Renner, called the hearing to order to hear the request of Wallace LLC, d/b/a Satio, located at 306 N. Center St. Ste. 102, requesting an RAPS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types of packaged alcohol for consumption off premise seven (7) days a week.

Present at the hearing were Liquor Commissioners Tari Renner and Jim Jordan, George Boyle, Asst. Corporation Counsel and Renee Gooderham, Chief Deputy Clerk and Kristie Wallace, owner/applicant.

Commissioner Absent: Geoffrey Tompkins.

This request will replace Taken, Inc., d/b/a A. Renee liquor license. Liquor licenses held will remain at 175.

Kristie Wallace, owner/applicant, addressed the Commission. She stated that her business plan would be similar to A. Renee, the former owners' operation. She planned to reestablish the retail store, selling wine and gift baskets. Food service would be available, small plate concept.

Commissioner Jordan Commissioner Jordan questioned BASSET (Beverage Alcohol Sellers and Servers Education) certification. Ms. Wallace stated that she would retake the course, all of the bartenders and food service staff would be required to complete same.

Commissioner Jordan questioned hours of operation and seating capacity. Ms. Wallace stated that her hours were 10:00 a.m. to 12:00 a.m. (Midnight), six (6) days a week. George Boyle,

Asst. Corporation Counsel, questioned the hours stated. Ms. Wallace responded that Monday through Wednesday the restaurant would remain open to 10:00 p.m. and Thursday through Saturday to 12:00 a.m. (Midnight).

Ms. Wallace stated that the Fire Marshall had occupancy at seventy (70), she had planned seating for forty-five (45). Commissioner Jordan questioned video gaming. Ms. Wallace responded negatively.

Mr. Boyle noted he had spoken with Ms. Wallace regarding her request that the premises include an outdoor sidewalk café area. He had told her that the indoor premises could be approved based upon this application, but that a separate application for an “O” Outdoor classification license must be made before an outdoor café could be allowed. Ms. Wallace responded that she understood that and would come back to the Commission to make such an application prior to serving alcohol outside.

Commissioner Jordan questioned the number of employees. Ms. Wallace stated five (5) to begin. Commissioner Jordan questioned familiarity with Chapter 6 of the Bloomington City Code pertaining to alcoholic beverages. Ms. Wallace responded affirmatively.

Motion by Commissioner Jordan, seconded by Commissioner Renner that the application of Wallace LLC, d/b/a Satio, located at 306 N. Center St. Ste. 102, requesting an RAPS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types packaged alcohol for consumption off premise seven (7) days a week be approved contingent upon 1.) An employee receiving BASSET certification within sixty (60) days and 2.) Compliance with all health and safety codes.

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

Ayes: Commissioners Jordan and Renner.

Nays: None.

Motion carried.

Commissioner Renner stated that this item would appear on the Council’s February 8, 2016, Consent Agenda. He encouraged Ms. Wallace to attend.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on January 4, 2016 in accordance with City Code. In accordance with City Code, approximately 31 courtesy copies of the Public Notice were mailed on January 4, 2016. In addition, the Agenda for the January 12, 2016 Meeting of the Liquor Commission was placed on the City’s web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: The annual fee for an RAPS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Prepared by:

Renee Gooderham, Chief Deputy Clerk

Reviewed by:

Cherry L. Lawson, C.M.C., City Clerk
George D. Boyle, Assistant Corporation Counsel

Recommended by



Tari Renner
Mayor

Attachments:

- Chapter 6: Section 4B Creation of New License - Findings
- Liquor License Questionnaire
- License Application for the Sale of Alcoholic Beverages
- License Application for Sunday Sales of Alcoholic Beverages

Motion: That an RAPS liquor license for Wallace LLC, d/b/a Satio, located at 306 N. Center St. Ste. 102, be approved contingent upon: 1.) an employee receive BASSET certification within sixty (60) days and 2.) Compliance with all health and safety codes.

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

LIQUOR LICENSE QUESTIONNAIRE

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57 revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

1. LEGAL REQUIREMENTS:

- | | | |
|-----|--|------------|
| (a) | Have you attained the age of 21 years? | <u>Yes</u> |
| (b) | Have you been a resident of the City of Bloomington for one year? | <u>Yes</u> |
| (c) | Are you a citizen of the United States? | <u>Yes</u> |
| (d) | Are you a person of good character and reputation? | <u>Yes</u> |
| (e) | Have you ever been convicted of a felony under the laws of the United States or any state? | <u>No</u> |
| (f) | Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution? | <u>No</u> |
| (g) | Have you ever been convicted of pandering or any other crime opposed to decency and morality? | <u>No</u> |
| (h) | Have you ever had a Bloomington liquor license revoked for any cause? | <u>No</u> |
| (i) | (If applicant is a corporation). Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? | <u>N/A</u> |
| (j) | Is the Manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence? | <u>No</u> |

- (k) Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor? No
- (l) Do you own or have a valid lease to the premises for which the license is sought? Yes
- (m) Are you eligible for a state retail liquor dealer's license? Yes
- (n) Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children? No

2. NATURE OF LICENSE:

- (a) What class liquor licenses are you seeking? RPASO
- (b) What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop). Retail shop + wine bar
- (c) State the significance of a liquor license to your establishment, present or future. Due to the specialized focus on wine and craft beers in both the retail and bar area a liquor license is required for the everyday operation of this establishment.
- (d) How will a liquor license of the kind requested benefit the City of Bloomington and its residents? Maintain the current level of active businesses in the downtown area and draw traffic to downtown to increase revenue in both this and other area businesses.
- (e) Upon what facts do you base your answers to the previous question? A. Renee Wine Cafe has closed effective Dec. 2015. Gatio would reestablish the presence of this specialty business which draws a diverse crowd to downtown who may otherwise not frequent the area during the evenings + weekends.
- (f) Do you intend to furnish live entertainment in the establishment to be licensed? Yes
- (g) If you answer "YES" to the previous question, state the nature of such entertainment. Special event performances (holiday/seasonal) by solo and duo musicians and singers.
-
- (h) Will most of the establishment's gross revenue come from sources other than sale of alcohol? Yes

- (i) If you answered "YES" to the previous question, from what sources will such revenue be derived? Food, catering, gift baskets, retail, accessories and shipping
- (j) Do you intend to obtain and use a dance license? No
- (k) If establishment is not in operation, attach a drawing showing:
 (1) General design of establishment;
 (2) Where alcohol is to be distributed and/or served.

3. IMPACT OF ESTABLISHMENT:

- (a) State the location of the establishment. 306 N Center St. Ste 102
Bloomington IL 61701
- (b) What hours will the establishment be open? 10AM - 12AM (Midnight)
- (c) What type or types of building(s) adjoin the establishment? Commercial building including retail and office spaces.
- (d) If any adjoining buildings are office or commercial, approximately what hours are they open for business? 8AM - 5PM
- (e) If adjoining buildings are predominately residential, are they single or multi-family and what other business establishments are in the area? N/A
- (f) Describe streets immediately adjoining the establishment (e.g. Approximate width, one or two-way, parking restrictions, etc.). Jefferson street is a two way two lane street with 90 minute parking. Center street is a one way two lane street with 90 minute parking.
- (g) How much additional traffic do you expect the establishment with a liquor license to generate? Moderate increase to vehicle traffic and high increase to foot traffic.
- (h) Describe on and off street parking facilities to handle traffic anticipated. On street 90 minute parking during the day, no limits until 10pm on the square and parking garage one block away on
- (i) How many establishments with liquor licenses are located within the immediate area of your establishment? 1 location on opposite corner of Jefferson and Center and 1 location on far diagonal block at the corner of Washington and main st. Monroe St.
- (j) What do you estimate to be the demand for your establishment in the area in which it is or will be located? I expect high demand from the professionals working in the area and from traffic generated from events at the BCPA and U.S. Cellular Coliseum

(k) Upon what facts do you base your answer to the previous question? Experiene of traffic flow and demand of previous shop and wine bar at this location.

4. **RESPONSIBILITY:**

(a) If establishment is presently in operation, attach a financial statement of the establishment's last fiscal year.

(b) If establishment is not presently in operation, attach a statement showing your assets and liabilities (or if a corporation, the assets and liabilities of the corporation).

(c) Do you now or have you ever had a Bloomington liquor licenses? No

(d) If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? N/A

DATED this 28 day of December, 2015.

SIGNED:

Sublance
(Name)

514 E Grove St. Bloomington IL 61701
(Address)

IL
(City) (State)

(Name)

(Address)

(City) (State)

(Name)

(Address)

(City) (State)

LICENSE APPLICATION
For the Sale of Alcoholic Beverages

TO THE LOCAL LIQUOR CONTROL COMMISSIONER OF THE CITY OF BLOOMINGTON,
McLEAN COUNTY, ILLINOIS:

1. Application is herein made a CLASS RPASO LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is ___ an individual; ___ a partnership; a ^{LLC} ~~corporation~~; (Check one)

A. If an individual: Name _____ Age _____
Address _____

Legal resident of City of Bloomington for more than One (1) year? Yes ___ No ___

B. If a partnership: Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Address: _____

Legal resident of City of Bloomington for more than One (1) year? Yes ___ No ___

Name: _____ Address: _____

Legal resident of City of Bloomington for more than One (1) year? Yes ___ No ___

C. If a corporation, state whether same is organized for profit or nonprofit ____, under laws of the State of Illinois

Date of incorporation 12-22-2015

Objects of incorporation according to Charter of corporation. (Attach additional information by separate sheet if necessary)

Following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, his name and address:

Name: Kristie Wallace Title or position: Registered Agent
Address: 514 E Grove St. City/State/Zip Bloomington IL 61701

Name: _____ Title or position: _____
Address: _____ City/State/Zip _____

Name: _____ Title or position: _____
Address: _____ City/State/Zip _____

Name: _____ Title or position: _____
Address: _____ City/State/Zip _____

3. This application is for renewal of license now held _____ or an original application (Check one)

4. Location and description of the premises or place of business to be operated under this license
Retail shop, cafe and wine bar located at 306 W Center St. Ste 102 Bloomington IL 61701

A. Trade Name Wallace LLC d/b/a Satio

5. Is this location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children? Yes _____ No

6. Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public? Yes _____ No

7. Is it proposed to sell food in this place of business? Yes No _____

8. Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages? Yes _____ No

9. Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? Yes _____ No If yes, fully explain.

10. Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? Yes _____ No If yes, give further details.

11. Has a similar application ever been refused for cause that has been made by any of the foregoing persons? Yes _____ No

12. Is the applicant herein, the owner of the premises for which this license is sought? Yes _____ No

13. If no, the name of the building owner: Name Illinois House Building, L.L.C.
Address 207 W Jefferson St Ste 308 Bloomington IL 61701
Term of written lease, from (date) 2-1-16 to 1-31-19
(Copy of Lease attached)

14. Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages? Yes _____ No

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

Dated this 28th day of December, 2015.

A. (Individual) _____
Individual's signature

B. (Partnership) _____
Business Name
(All Partners of applicant)

C. ^{LLC} (Corporation) Wallace LLC d/b/a Satio
(Corporate Name) LLC
Wallace
(President of Corporation)
Registered Agent

Attest: _____
(Secretary)

And the following officers, directors, or majority stockholder:

STATE OF ILLINOIS.)
) SS
COUNTY OF McLEAN)

being first duly sworn on their respective oaths say that they comprise all of the owners, partners, officers, directors, or majority stockholders of the above named applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

Subscribed and Sworn to before me this 28th day of December, 2015

Nikita Ware

(Notary Public)

My commission expires on Apr/9th, 2019.



LICENSE APPLICATION
FOR SUNDAY SALE OF ALCOHOLIC BEVERAGES

TO: The Liquor Control Commissioner of the City of Bloomington, McLean County, Illinois

NAME OF APPLICANT Wallace LLC d/b/a Satio
Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS ____ LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
 - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
 - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
 - (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
 - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

Dated this 28 day of December, 2016.

A. (Individual)

(Name)

B. (Partnership)

(Business Name)

All partners of applicant: _____

C. ^{LLC} (Corporation)

(Corporate Name)

By: [Signature]
(Name of Officer: President)
Registered Agent

Attest:

Secretary

And the following officers, directors, or majority stockholders:

STATE OF ILLINOIS,)
) ss.
County of McLean,)

_____,
_____,

being first sworn on their respective oaths say that they comprise all of the owners, partners, officers, directors, or majority stockholders of the above named applicant in accordance with definitions of the Bloomington City Code 1960; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

Subscribed and sworn to before me this 28th day of December, 2015
Nikita Ware
Notary Public





CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: February 8, 2016

SUBJECT: Consideration of the application of B & M 16, Inc., d/b/a Cousin's Restaurant, located at 921 Maple Hill Rd., requesting a RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

RECOMMENDATION/MOTION: That an RAS liquor license for B & M 16, Inc., d/b/a Cousin's Restaurant, located at 921 Maple Hill Rd., be approved contingent upon: 1.) BASSET certification within sixty (60) days; 2.) An onsite local telephone number be provided to the City Clerk's Office and 3.) Compliance with all health and safety codes.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner, Tari Renner, called the hearing to order to hear the request of B & M 16, Inc., d/b/a Cousin's Restaurant, located at 921 Maple Hill Rd., requesting a RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

Present at the hearing were Liquor Commissioners Tari Renner and Jim Jordan, George Boyle, Asst. Corporation Counsel and Renee Gooderham, Chief Deputy Clerk and Ben Bekin, owner/applicant.

Commissioner Absent: Geoffrey Tompkins.

This is a new liquor license for this location. Same will increase liquor licenses to 175.

Ben Bekin, owner/applicant, B & M 16, Inc., addressed the Commission. Mr. Bekin stated that the restaurant was currently being remodeled. The restaurant hours would be 11:00 a.m. to 10:00 p.m. seven (7) days a week.

Commissioner Renner questioned holding a previous liquor license. Mr. Bekin responded three (3) years ago in Streator, IL.

Commissioner Jordan questioned seating. Mr. Bekin stated occupancy was eighty-four (84). Commissioner Jordan noted that letter J on the questionnaire referencing "is the Manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence" was answered in the affirmative. Mr. Bekin stated that the answer was a mistake.

Max Salihi would be the manager. Mr. Bekin stated that Mr. Salihi was, to the best of his knowledge, eligible to hold a liquor license.

Commissioner Jordan questioned BASSET (Beverage Alcohol Sellers and Servers Education) certification. Mr. Bekin stated he was familiar with the training, employees had not taken same. Commissioner Jordan questioned video gaming. Mr. Bekin stated there would be video gaming. Commissioner Jordan questioned clarity of the lease for same. Mr. Bekin responded that the landlord was aware that the establishment would have video gaming. A counter had been built to separate same.

George Boyle, Asst. Corporation Counsel noted that on the application individuals listed on same did not reside in the City. He reminded Mr. Bekin that the manager was required to reside in the City and a contact number be provided for same.

Commissioner Renner recommended a motion that was contingent upon proof of BASSET certification within sixty (60) days and on site local telephone number.

Commissioner Jordan questioned if video machines were not allowed would Mr. Bekin open the restaurant. Mr. Bekin responded affirmatively.

Motion by Commissioner Jordan, seconded by Commissioner Renner that the application of B & M 16, Inc., d/b/a Cousin's Restaurant, located at 921 Maple Hill Rd., requesting a RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved contingent upon: 1.) BASSET certification within sixty (60) days; 2.) An onsite local telephone number be provided to the City Clerk's Office and 3.) Compliance with all health and safety codes.

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

Ayes: Commissioners Jordan and Renner.

Nays: None.

Motion carried.

Commissioner Renner stated that this item would appear on the Council's February 8, 2016, Consent Agenda. He encouraged Mr. Bekin to attend.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on January 4, 2016 in accordance with City Code. In accordance with City Code, approximately 48 courtesy copies of the Public Notice were mailed on January 4, 2016. In addition, the Agenda for the January 12, 2016 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: The annual fee for an RAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Prepared by:
Reviewed by:

Renee Gooderham, Chief Deputy Clerk
Cherry L. Lawson, C.M.C., City Clerk
George D. Boyle, Assistant Corporation Counsel

Recommended by



Tari Renner
Mayor

Attachments:

- Chapter 6: Section 4B Creation of New License - Findings
- Liquor License Questionnaire
- License Application for the Sale of Alcoholic Beverages
- License Application for Sunday Sales of Alcoholic Beverages

Motion: That an RAS liquor license for B & M 16, Inc., d/b/a Cousin's Restaurant, located at 921 Maple Hill Rd., be approved contingent upon: 1.) BASSET certification within sixty (60) days; 2.) An onsite local telephone number be provided to the City Clerk's Office and 3.) Compliance with all health and safety codes.

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

LIQUOR LICENSE QUESTIONNAIRE

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57 revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

1. LEGAL REQUIREMENTS:

- | | | |
|-----|--|------------|
| (a) | Have you attained the age of 21 years? | <u>Yes</u> |
| (b) | Have you been a resident of the City of Bloomington for one year? | <u>No</u> |
| (c) | Are you a citizen of the United States? | <u>Yes</u> |
| (d) | Are you a person of good character and reputation? | <u>Yes</u> |
| (e) | Have you ever been convicted of a felony under the laws of the United States or any state? | <u>no</u> |
| (f) | Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution? | <u>No</u> |
| (g) | Have you ever been convicted of pandering or any other crime opposed to decency and morality? | <u>no</u> |
| (h) | Have you ever had a Bloomington liquor license revoked for any cause? | <u>no</u> |
| (i) | (If applicant is a corporation). Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? | <u>No</u> |
| (j) | Is the Manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence? | <u>Yes</u> |

- (k) Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor? no
- (l) Do you own or have a valid lease to the premises for which the license is sought? yes
- (m) Are you eligible for a state retail liquor dealer's license? yes
- (n) Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children? no

2. NATURE OF LICENSE:

- (a) What class liquor licenses are you seeking? RA-5
- (b) What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop). restaurant
- (c) State the significance of a liquor license to your establishment, present or future. Future to sell alcohol when we get approved -
- (d) How will a liquor license of the kind requested benefit the City of Bloomington and its residents? To create the basis for our est & to bring taxes to the city.
- (e) Upon what facts do you base your answers to the previous question? The law.
- (f) Do you intend to furnish live entertainment in the establishment to be licensed? no
- (g) If you answer "YES" to the previous question, state the nature of such entertainment. _____
- (h) Will most of the establishment's gross revenue come from sources other than sale of alcohol? yes

- (i) If you answered "YES" to the previous question, from what sources will such revenue be derived? Food
- (j) Do you intend to obtain and use a dance license? No
- (k) If establishment is not in operation, attach a drawing showing:
 (1) General design of establishment;
 (2) Where alcohol is to be distributed and/or served.

3. **IMPACT OF ESTABLISHMENT:**

- (a) State the location of the establishment. MI Maple Hill Rd
Bloomington IL
- (b) What hours will the establishment be open? 11:00 AM to 12:PM M-S
- (c) What type or types of building(s) adjoin the establishment? Hotels
N/A
- (d) If any adjoining buildings are office or commercial, approximately what hours are they open for business? N/A
- (e) If adjoining buildings are predominately residential, are they single or multi-family and what other business establishments are in the area?
N/A
- (f) Describe streets immediately adjoining the establishment (e.g. Approximate width, one or two-way, parking restrictions, etc.)
2 way street front.
- (g) How much additional traffic do you expect the establishment with a liquor license to generate? double
- (h) Describe on and off street parking facilities to handle traffic anticipated.
The restaurant has a parking lot
- (i) How many establishments with liquor licenses are located within the immediate area of your establishment? None
- (j) What do you estimate to be the demand for your establishment in the area in which it is or will be located? High

(k) Upon what facts do you base your answer to the previous question? the hotels that are all around the restaurant.

4. **RESPONSIBILITY:**

- (a) If establishment is presently in operation, attach a financial statement of the establishment's last fiscal year.
- (b) If establishment is not presently in operation, attach a statement showing your assets and liabilities (or if a corporation, the assets and liabilities of the corporation).
- (c) Do you now or have you ever had a Bloomington liquor licenses? NO
- (d) If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? _____

DATED this 21 day of November, 2015.

SIGNED:

Blerim Bekiri
(Name)

209 E 12th St
(Address)

SPREATOR IL 61364
(City) (State)

SELAJDIN SALIH
(Name)

720 CIGTHOUSE DR
(Address)

OTTAWA IL
(City) (State)

(Name)

(Address)

(City) (State)

LICENSE APPLICATION
For the Sale of Alcoholic Beverages

TO THE LOCAL LIQUOR CONTROL COMMISSIONER OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS:

1. Application is herein made a CLASS RAS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is ___ an individual; ___ a partnership; a corporation; (Check one)

A. If an individual: Name _____ Age _____
Address _____

Legal resident of City of Bloomington for more than One (1) year? Yes ___ No ___

B. If a partnership: Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Address: _____

Legal resident of City of Bloomington for more than One (1) year? Yes ___ No ___

Name: _____ Address: _____

Legal resident of City of Bloomington for more than One (1) year? Yes ___ No ___

C. If a corporation, state whether same is organized for profit or nonprofit ____, under laws of the State of Illinois

Date of incorporation 10-27-2015

Objects of incorporation according to Charter of corporation. (Attach additional information by separate sheet if necessary)

Following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, his name and address:

Name: Burim Bukin Title or position: President
Address: 209 E 12th St. Streator City/State/Zip: Streator IL 61364

Name: Selardina Salhi Title or position: V-President
Address: 720 Lighthouse Dr. City/State/Zip: Ottawa, IL 61350

Name: _____ Title or position: _____

Address: _____ City/State/Zip: _____

Name: _____ Title or position: _____
Address: _____ City/State/Zip _____

3. This application is for renewal of license now held _____ or an original application (Check one)

4. Location and description of the premises or place of business to be operated under this license

RESTAURANT WITH BAR 401 Maple Hill Rd, Bloomington, IL 61705
A. Trade Name Cousin's Restaurant

5. Is this location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children? Yes _____ No

6. Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public? Yes _____ No

7. Is it proposed to sell food in this place of business? Yes No _____

8. Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages? Yes _____ No

9. Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? Yes _____ No If yes, fully explain.

10. Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? Yes _____ No If yes, give further details.

11. Has a similar application ever been refused for cause that has been made by any of the foregoing persons? Yes _____ No

12. Is the applicant herein, the owner of the premises for which this license is sought? Yes _____ No

13. If no, the name of the building owner: Name Mike Temple
Address _____
Term of written lease, from (date) Nov 15, 2015 to Feb 15, 2018
(Copy of Lease attached)

14. Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages? Yes _____ No

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

Dated this 24 day of November, 2015.

A. (Individual)

Individual's signature

B. (Partnership)

Business Name

(All Partners of applicant)

C. (Corporation)

B+M16, Inc.
(Corporate Name)

[Signature]
(President of Corporation)

Attest: [Signature]
(Secretary)

And the following officers, directors, or majority stockholder:

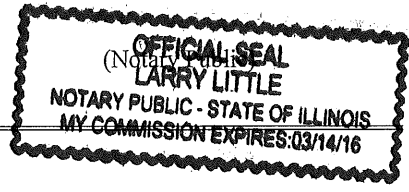
STATE OF ILLINOIS.)
) SS
COUNTY OF McLEAN)

being first duly sworn on their respective oaths say that they comprise all of the owners, partners, officers, directors, or majority stockholders of the above named applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

Subscribed and Sworn to before me this 24th day of November, 2015.

[Signature]

My commission expires on MARCH 14, 2016.



LICENSE APPLICATION
FOR SUNDAY SALE OF ALCOHOLIC BEVERAGES

TO: The Liquor Control Commissioner of the City of Bloomington, McLean County, Illinois

NAME OF APPLICANT Cousins Restaurant
Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS RAS LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
 - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
 - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
 - (c) Failure of any person to testify according to the provisions of subsection (b) shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
 - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

Dated this _____ day of _____, 20__.

A. (Individual)

(Name)

B. (Partnership)

(Business Name)

All partners of applicant: _____

C. (Corporation)

Bum 16, Inc.

(Corporate Name)

By: [Signature]

(Name of Officer: President)

Attest:

At [Signature]

Secretary

And the following officers, directors, or majority stockholders:

STATE OF ILLINOIS,)
) ss.
County of McLean,)

being first sworn on their respective oaths say that they comprise all of the owners, partners, officers, directors, or majority stockholders of the above named applicant in accordance with definitions of the Bloomington City Code 1960; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

Subscribed and sworn to before me this 24th day of November, 2015



[Signature]

Notary Public

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

FOR COUNCIL: February 8, 2015

SUBJECT: Consideration of approving an Ordinance Amending Chapter 39 of the Bloomington City Code to specify the Electricity Accounts Exempt from Municipal Utility Tax

RECOMMENDATION/MOTION: That the Amendments to Chapter 39 of the Bloomington City Code 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.

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

BACKGROUND: The proposed ordinance change is written at the request of Ameren, Illinois, which, as an electricity provider within the City of Bloomington, collects the tax from consumers and remits it to the City. Ameren requested that the City amend its ordinance to clearly exempt municipal and other exempt accounts from collection of the municipal electric utility tax. In addition to City of Bloomington accounts, accounts pertaining to the Bloomington Normal Water Reclamation District are exempted from the tax as well as those accounts pertaining to State Farm Insurance Company, the US Post Office, and other entities which are exempted pursuant to State or Federal law.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N.A.

FINANCIAL IMPACT: None. This amendment merely clarifies existing exemptions.

Respectfully submitted for Council consideration.

Prepared by: George D. Boyle, Assistant Corporation Counsel

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

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance Amending Chapter 39 of BCC

Motion: That the Amendments to Chapter 39 of the Bloomington City Code be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE 2016-

AN ORDINANCE AMENDING CHAPTER 39, ARTICLE X, SECTION 46
OF THE BLOOMINGTON CITY CODE TO SPECIFY EXEMPTIONS
TO THE CITY'S TAX ON THE USE OF ELECTRICITY

WHEREAS, the City of Bloomington is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, regulate for the protection of the public health, safety, morals and welfare and the power to tax; and

WHEREAS, in furtherance of its home rule powers, it is necessary and desirable for the City of Bloomington to amend its ordinance and specify those properties whose electricity accounts are exempt from the municipal electric utility tax:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, Illinois as follows:

SECTION 1. That Chapter 39, Article X, Section 46 of the Bloomington City Code is amended by adding subsection (d) to read as follows:

(d) Any and all accounts of the City of Bloomington are exempt from the taxes imposed by this Article, as well as the accounts of the Bloomington Normal Water Reclamation District (BNWRD) and any other accounts exempt under State or Federal law.

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

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 8th day of February, 2016.

APPROVED this _____ day of February, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporation Counsel



CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: February 8, 2016

SUBJECT: Consideration of approving a Lake Bloomington Lease Transfer Petition for Lot 7, Block 3 of Camp Iroquois, from Robert J. Hitchen declaration of trust dated October 1, 1997 to Treehouse LLC.

RECOMMENDATION/MOTION: That the Lake Lease Transfer 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.

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

BACKGROUND: The sewage disposal system inspection was completed in December 2015. The septic system appears to be functioning normally. The septic tank does need to be pumped and should be checked regularly. The septic tank and sand filter are both undersized since the system was originally sized for three (3) bedrooms and the home has four (4) bedrooms at this time. Staff discussed these items with the McLean County Health Department and reviewed their evaluation report, attached. Though this coordination it has been determined that the system is functioning adequately at this time and there is no indication this will change in the near future. The age of the sewage disposal system is eleven (11) years. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20-25) years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. Though useful life of a sewage disposal system can extend past the average life span noted by the McLean County Health Department, staff cannot accurately estimate the useful life remaining in the existing system. If the system were to fail, the resident would be responsible for costs associated with repair of the system and there is a possibility, based on the size of the leased lot, the resident would not have any viable repair / replacement options. Currently a City owned sanitary sewage collection system does not exist at Lake Bloomington and therefore the City is not in a position to assist the resident in the event of sewage disposal system failure.

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

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this transfer, the lake lease formula will generate about \$781.51 per year in lease income. This lake lease income will be recorded in the Lake Maintenance-Lease Income account (50100140 – 57590). Stakeholders can locate this in the FY 2016 Budget Book titled “Other Funds & Capital Improvement Program” on page 128.

On December 21, 2015 the City Council approved a modification to the lease language and therefore the lease packet. These changes went into effect January 1, 2016. This lease transfer was submitted to the City for consideration after January 1, 2016, and therefore the lease transfer is subject to the modifications approved by City Council on December 21, 2015.

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager
 Reviewed by: Robert Yehl, PE, Water Director
 Financial & budgetary review by: Chris Tomerlin, Budget Analyst
 Carla A. Murillo, Budget Manager
 Legal review by: Jeffrey R. Jurgens, Corporation Counsel
 Recommended by:



David A. Hales
 City Manager

Attachments:

- Lake Lease Transfer Petition dated 01.20-2016
- Septic Report dated 12.09.2015
- McLean County Health Department Report
- Location Map
- Aerial Map

Motion: That the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

MEMO

TO: Connie Fralick, Water Dept.
FROM: Andrew Coffey, Support Staff IV
DATE: January 20, 2016
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 7 in Block 3 in Camp Iroquois, from Robert J Hitchen Declaration of Trust Dated October 1, 1997 to Treehouse LLC. Attached please find the Lake Lease Transfer documents.

EAV for this property is \$195,377. The Lake Lease is currently at a rate of 15 cents per \$100 EAV. The lake lease rate will change to 40 cents per \$100 EAV, generating \$781.51 in revenue. The PIN number is 08-07-151-028.

Please prepare a Council memorandum for February 8, 2016 meeting. The deadline for this meeting is **Tuesday, January 26th at 12:00 pm.**

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

Thank you for your prompt attention to this matter.

cc: Legal Dept.

LAKE BLOOMINGTON LEASE TRANSFER PETITION

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

Lot 177 Block 3 of Camp PROQUOIS

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

From: Robert J Hitchen Declaration of Trust Dated October 1, 1997 (Sellers Name)

To: Treehouse LLC (Buyers Name)

Robert J Hitchen, Trustee

(Signatures of Seller)

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

Now comes Treehouse LLC (Buyer) and re-

spectfully shows that He/She/They became the purchaser of all right, title and interest of

Robert J Hitchen Declaration of Trust Dated Oct 1, 97 (Seller) In and

to the Lease made on the (Date) _____ upon the above property, all located in McLean County,

Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto

belonging, and that the said (Seller)

Robert J. Hitchen Declaration of Trust Dated Oct 1, 97

has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore

your petitioner.

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

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

Respectfully submitted,

Treehouse LLC

[Signature], Member

(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 7
BLOCK 3 CAMP PROQUOIS, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) Robert Hitchen Dec. of Trust in and to the premises known as Lot 7 Block 3 in Camp PROQUOIS, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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

Executed this _____ day of _____,

Tari Renner, Mayor

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____,

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and

Treehouse, LLC

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

WITNESSETH

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

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

Lot 7 in Block 3 in Camp Inguois according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois. pin 08-07-151-028

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

3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

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

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

 - 1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of~~

~~McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

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

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

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

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

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

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

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

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

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

City

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

Lessee Name and Mailing Address

Treehouse LLC
24695 Iroquois Lane
Hudson, IL 61748

Lessee Billing Address

~~Same~~ Treehouse LLC
24695 Iroquois Lane
Hudson, IL 61748

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Tari Renner, Mayor

Treehouse LLC
Scott Marguez, Member

Attest:

Cherry Lawson, City Clerk

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: _____
Date Received: _____

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

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

1. Current Owner Information:

Name: Bob & Marge Hitchen
 Address: 24695 Iroquois Lane
Hudson, IL 61748
 Phone #: Day _____ Home _____

2. Requestor Information:

Name: Nancy Brady - Remax
 Address: 2203 Eastland Dr. Suite 1
Bloomington, IL 61704
 Phone #: Day _____ Home _____

3. Property Information:

Parcel Number (Tax ID): () 08-07-151-028 Date Evaluation Performed: 12-08-15
 Address of property evaluated: 24695 Iroquois Lane Sub. & Lot: Lake Blm 114
 Permit available from Health Dept.: Yes No Permit #: 04-12023

4. Interview Information:

Person interviewed: Marge Hitchen Original owner: Yes No
 Age of home (years): 11 Intended for seasonal use: Yes No
 Date last occupied: currently Number of occupants: 2
 Has tank ever been pumped: Yes No If yes, how often: _____

5. Interior Evaluation:

Number of bedrooms: 4 Garbage disposal: Yes No
 Toilet tanks and other fixtures have evidence of leakage or overflow: Yes No
 Water softener discharges to: n/a Clothes washer discharges to: septic
 Dishwasher discharges to: septic Hot tub discharges to: n/a
 Basement plumbing fixtures: Discharge locations:
 a. all a. septic
 b. _____ b. _____
 c. _____ c. _____
 d. _____ d. _____
 Basement floor drains discharge to: n/a Garage floor drains discharge to: n/a
 Sump pit/pump discharges to: n/a Downspouts discharge to: ground surface

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A <input type="checkbox"/>	Yes	No	Tank Two: N/A <input checked="" type="checkbox"/>	Yes	No
Depth of soil to top of tank: 6 inches			Depth of soil to top of tank: _____ inches		
Tank has access within 12" of ground surface	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank has access within 12" of ground surface	<input type="checkbox"/>	<input type="checkbox"/>
Size: 1500 gallons Type:			Size: _____ gallons Type:		
Meets current code:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Meets current code:	<input type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank lids in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Inlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Water standing in outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water standing in outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Water level below outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water level below outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Tank needs to be pumped:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank needs to be pumped:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet device/filter on tank:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outlet device/filter on tank:	<input type="checkbox"/>	<input type="checkbox"/>
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		

B. SEEPAGE FIELD -- This Section N/A

Depth to top of field: _____ inches to _____ inches

Square feet of field: _____ square feet

Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage field area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence that water has ponded over seepage field or the soil is saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in trench : _____ inches		

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>

D. SEEPAGE BED -- This Section N/A

Depth to top of bed: _____ inches to _____ inches

Square feet of bed: _____ square feet

Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage bed area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence water has ponded over seepage bed or is soil saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in bed : _____ inches		

E. SAND FILTER -- This Section N/A

Minimum soil cover depth to top of sand filter: 30 inches

Square feet of sand filter: 615 square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Meets current code sizing requirements:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Seepage standing on ground surface over filter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lush vegetation on or near sand filter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evidence if water has ponded over sand filter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sand filter vented as required:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vent in good repair:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chlorinator with screw on cap present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chlorinator tube with corrosion resistant handle present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evidence of chlorination:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evidence of restricted flow in chlorinator:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sample port with screw on cap present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* rock trench

F. PUMP OR LIFT STATION -- This Section N/A

	Yes	No
Pump chamber an approved design:	<input type="checkbox"/>	<input type="checkbox"/>
Chamber volume 1.5 times the daily flow:	<input type="checkbox"/>	<input type="checkbox"/>
Is there a dual pump:	<input type="checkbox"/>	<input type="checkbox"/>
Alarm present:	<input type="checkbox"/>	<input type="checkbox"/>
Alarm location: _____		
Alarm properly working with audio and visual functions:	<input type="checkbox"/>	<input type="checkbox"/>

G. AEROBIC UNIT -- This Section N/A

Manufacturer: _____ Model number: _____

Size of unit: gallons

	Yes	No
Pump running at time of inspection:	<input type="checkbox"/>	<input type="checkbox"/>
Current maintenance contract in place:	<input type="checkbox"/>	<input type="checkbox"/>
Who is maintenance contract with: _____		
Alarm present:	<input type="checkbox"/>	<input type="checkbox"/>
Alarm location: _____		
Alarm properly working with audio and visual functions:	<input type="checkbox"/>	<input type="checkbox"/>
Unit discharges to: Seepage field <input type="checkbox"/> Seepage bed <input type="checkbox"/> Sand filter <input type="checkbox"/> Other: _____		
If other, what method of chlorination is used: _____		
Chlorinator with screw on cap present:	<input type="checkbox"/>	<input type="checkbox"/>
Chlorinator tube with corrosion resistant handle present:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of chlorination:	<input type="checkbox"/>	<input type="checkbox"/>

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* _____

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A <input type="checkbox"/>	*Geothermal unit to: N/A <input type="checkbox"/>	*Building to:
Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A <input type="checkbox"/>	
Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	

Comments:

This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The septic tank should be pumped now and every three to five years as needed in the future. The septic tank and sand filter are both undersized since the system was originally sized for a three bedroom house and now there are four bedrooms in the house. This septic system appears to be functioning normally at this time.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

Rob Williamson

Inspector's Name (print)



Signature

12-09-15

Date

Based on Faith, Honesty and Customer Satisfaction

Invoice #15638

Zeschke Septic Cleaning INC.

DATE 12-21-15

2408 Greyhound Rd.

PO #

Bloomington, IL 61704

Office 309-808-2776 Cell 309-530-4282

Email zeschkeseptic@comcast.net Web www.zeschkesepticcleaning.com

Customer Robert H. Hhen Phone 275 8400

Address Hudson 2408 Greyhound Ln. City/Zip Hudson

Start _____ Finish _____ Total _____ Previous Customer _____

Description/Price

Residential Commercial _____ Grease _____ Septic Gallons/500 Price 275

Job description _____

Weekend/After Hours _____ \$ _____

Disposal Fee _____ \$ _____

Extra Charges/Description _____ \$ _____

TOTAL \$ 275

Signature _____

SEPTIC EVALUATION

Septic Depth 6" Riser _____ Tank Size 1500 gal # people ? Last Cleaned 10 Yrs.

Scum Depth (top) 0 Inches Sludge Depth (bottom) 12 Inches

Combined scum + sludge = 21 % RECOMMEND 25% OR LESS

Overall condition of tank Good Fair _____ Poor _____

Next scheduled recommended cleaning Next time Year Cleaned 2015

Comments Nothing

Signature _____

Disposal Site _____

December 10, 2015

Mr. & Mrs. Bob Hitchen
24695 Iroquois Lane
Hudson, IL 61748

Re: Septic Permit #04-12023
Parcel #08-07-151-028
Lot 114, Lk. Blm. – Iroquois Subdivision

Dear Mr. & Mrs. Hitchen:

On December 9, 2015, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on December 8, 2015 and the following deficiencies were noted:

- The septic tank does need to be pumped at this time. This department recommends that the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
- The septic tank is a minimum of 500 gallons too small. This may remain as is until the septic system is repaired or replaced.
- The sand filter is a minimum of 185 square feet too small. This may remain as is until the septic system is repaired or replaced.

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

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at www.health.mcleancountyil.gov.
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.

Mr. & Mrs. Bob Hitchen
December 10, 2015
Page 2

3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. IDPH now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.
5. Future regulations that are implemented by the Illinois Environmental Protection Agency (IEPA) and/or the Illinois Department of Public Health (IDPH) for systems constructed prior to February 10, 2014.

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

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

Tolan's Excavating
2903 Gill Street
Bloomington, IL 61704
Phone: (309) 663-019

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

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

In summary, the septic system was installed in 2004 and is now approximately eleven years old. This office considers the average life expectancy of a septic system to be 20 to 25 years.

For information on routine operation and maintenance of your septic system, please visit our website at www.health.mcleancountyil.gov.

If you have any questions, please contact Ms. Cathy Stone with this department at (309) 888-5482.

Respectfully,

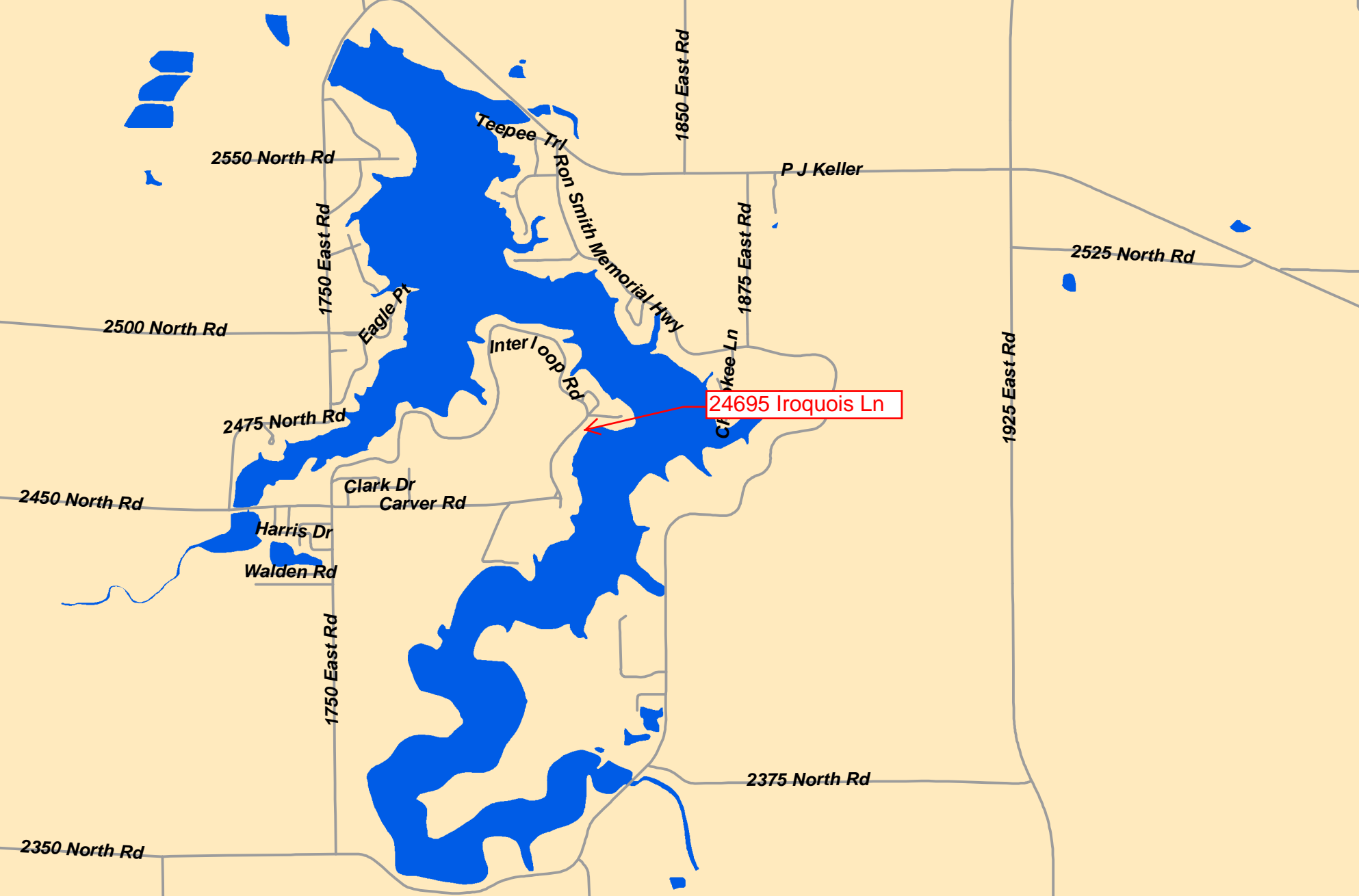


Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Rick Twait, City of Bloomington
Ms. Nancy Brady

TJA:AC:hm

AC-0601-15-234



2550 North Rd

1850 East Rd

Teepee Trl
Ron Smith Memorial Hwy

P J Keller

1750 East Rd

1875 East Rd

2525 North Rd

2500 North Rd

Eagle Pt

Interloop Rd

24695 Iroquois Ln

2475 North Rd

Clay Ln

1925 East Rd

2450 North Rd

Clark Dr

Carver Rd

Harris Dr

Walden Rd

1750 East Rd

2375 North Rd

2350 North Rd

24715

Iroquois Ln

24695

24687

24695 Iroquois Ln.
Lot: 7
Block: 3
Camp: Iroquois



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: February 8, 2016

SUBJECT: Public hearing for the Empire Street Corridor Redevelopment Project Area.

RECOMMENDATION/MOTION: That the public hearing be convened for the Empire Street Corridor Redevelopment Project Area.

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

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

BACKGROUND & OVERVIEW: On August 24, 2015, by adoption of Ordinance #57, the City Council directed Tax Increment Finance (TIF) consultant Peckham Guyton Albers & Viets (PGAV) to complete a Feasibility Study and Redevelopment Plan for the proposed Empire Street Corridor TIF District. The plan was presented to the City Council on December 14, 2015 by Mike Weber, Director, PGAV.

The TIF Act calls for the City to hold a public hearing so that all interested persons or affected taxing districts may provide verbal or written feedback in support or objection with respect to any issues regarding the approval of the proposed Redevelopment Plan, designation of the Project Area, and adoption of tax increment allocation financing. The TIF Act requires the public hearing to be scheduled at least 45 days after the adoption of an ordinance setting a date and time for the public hearing. At the December 14 meeting, the City Council adopted Ordinance #85 establishing that the required public hearing would be held on February 8, 2016 at 7pm.

It would be appropriate for the Council to convene a public hearing and to accept public comment on the proposed Empire Street Corridor Redevelopment Project Area. Once all public comment has been received, it would be in order for the Council to adjourn the public hearing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A copy of the Redevelopment Plan was placed on file in the City Clerk’s Office on November 30, 2015. A notice of the availability to review the Redevelopment Plan in the Clerk’s Office was mailed to all parties registered on the Interested Parties Registry and to all residential addresses within 750

feet of the boundaries of the proposed TIF District. Additionally, a notice of the public hearing was sent via certified mail to the owners of property included within the boundary the proposed TIF District.

In compliance with the TIF Act, staff has mailed a notice of this public hearing to all of the affected taxing bodies and to the Illinois Department of Commerce and Economic Opportunity. The taxing bodies were also provided with a copy of the Redevelopment Plan. Representatives from Bloomington School District #87, McLean County, Heartland Community College, the City of Bloomington Township, and the City of Bloomington participated in a meeting of the Joint Review Board on January 6, 2016. The members of the Joint Review Board voted unanimously to recommend that the City Council approve the Redevelopment Plan and Project and adopt the three ordinances that would establish of the proposed Redevelopment Project Area.

The Redevelopment Plan can be viewed at www.cityblm.org/TIF

FINANCIAL IMPACT: None at this time.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Tom Dabareiner AICP, Community Development Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance No. 2015-85

Motion: That the public hearing be convened for the Empire Street Corridor Redevelopment Project Area.

Motion: _____ Seconded by: _____

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

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS,
TO SET A DATE FOR, AND TO APPROVE A PUBLIC NOTICE OF
A PUBLIC HEARING FOR THE EMPIRE STREET CORRIDOR
REDEVELOPMENT PROJECT AREA**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “City”), is a home rule municipal corporation and political subdivision of the State of Illinois and as such is reviewing the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “Act”) for purposes of designating the Empire Street Corridor Redevelopment Project Area; and

WHEREAS, pursuant to the Act, the City is required to adopt an ordinance fixing the time and place for a public hearing on the proposed Empire Street Corridor Redevelopment Project Area; and

WHEREAS, the City desires to adopt this Ordinance in order to comply with the requirements of the Act.

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 and made a part hereof.

Section 2. It is necessary and in the best interests of the City that a public hearing be held prior to the consideration of the adoption by the Mayor and City Council of the City (the “Corporate Authorities”) of an ordinance or ordinances approving the Empire Street Corridor TIF Redevelopment Plan (the “Plan”), designating the Empire Street Corridor Redevelopment Project Area (the “Project Area”) and adopting tax increment allocation financing, and accordingly, it is necessary that a date for such public hearing be established and notice thereof be given, all in accordance with the provisions of the Act.

Section 3. It is hereby determined that a public hearing (the “Hearing”) on the proposed Empire Street Corridor Redevelopment Plan for the proposed Project Area, as legally described in *Exhibit A*, attached hereto and made a part of this Ordinance, shall be held on the

8th day of February, 2016, at 7:00 p.m., at Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois.

Section 4. Within a reasonable time after the adoption of this ordinance, the Redevelopment Plan along with the name of the contact person at the City shall be sent to the affected taxing districts by certified mail.

Section 5. Notice of the Hearing is hereby authorized to be given by publication and mailing, said notice by publication to be given at least twice, the first publication to be not more than thirty (30) nor less than ten (10) days prior to the Hearing in the *Pantagraph*, being a newspaper of general circulation within the taxing districts in the Project Area, and notice by mailing to be given by depositing such notice in the United States mail by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Project Area. In the event taxes for the last preceding year were not paid, notice shall also be sent to the persons last listed on the tax rolls within the preceding three (3) years as owner(s) of such property.

Section 6. Notice of the Hearing is hereby directed to be in substantially the following form:

NOTICE OF PUBLIC HEARING
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS,
PROPOSED APPROVAL OF THE EMPIRE STREET CORRIDOR
REDEVELOPMENT PROJECT AREA

Notice is hereby given that on the 8th day of February, 2016 at 7:00 p.m., at the Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois, a public hearing (the "*Hearing*") will be held to consider the approval of the proposed Empire Street Corridor Redevelopment Plan (the "*Plan*"), the designation of the Empire Street Corridor Redevelopment Project Area (the "*Project Area*") and the adoption of tax increment financing therefore. The Project Area consists of the territory legally described on *Exhibit A* and general described as follows:

The proposed Empire Street Corridor Redevelopment Project Area consists of approximately 201 acres and is generally bounded on the west by Colton Avenue, on the

east by Veterans Parkway and Orchard Road, on the north by Rowe Drive, Riley Drive, and Robinhood Lane (excluding residential lots), on the south by the alley parallel to and north of Elmwood Road, and also generally on the south by East Empire Street and Eastland Mall West Drive.

The Redevelopment Plan objectives are to reduce or eliminate detrimental factors which may lead to blight; to enhance the real estate and sales tax base of the City and other affected taxing districts by encouraging private investment in commercial, industrial, and recreational development within the Project Area, and to preserve and enhance the value of properties therein, all in accordance with the provisions of the "Tax Increment Allocation Redevelopment Act," effective January 10, 1977, as from time to time amended (the "*Act*"). The City may issue obligations to finance project costs in accordance with the Redevelopment Plan, which obligations may also be secured by the special tax allocation fund and other available funds, if any, as now or hereafter permitted by law, and which also may be secured by the full faith and credit of the municipality.

At the Hearing, approval of the Redevelopment Plan, designation of the Project Area, and the adoption of tax increment allocation financing for the Project Area will be considered. The Redevelopment Plan is on file and available for public inspection at the office of the City Clerk at the Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois.

Pursuant to the proposed Redevelopment Plan, the City proposes to facilitate the redevelopment of the Project Area by incurring or reimbursing eligible redevelopment project costs, which may include, but shall not be limited to, studies, surveys, professional fees, property assembly costs, construction of public improvements and facilities, building and fixture rehabilitation, reconstruction, renovation and repair, financing costs, relocation costs and interest costs, all as authorized under the Act. The Redevelopment Plan proposes to provide assistance by paying or reimbursing costs related to site assembly, analysis, professional services and administrative activities, public improvements and facilities, including new streets, water, sewer, street lighting, and landscaping improvements, the execution of one or more redevelopment agreements, and the payment of financing and interest costs.

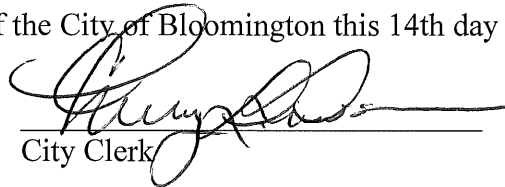
Tax increment financing is a public financing tool that does not raise property taxes but is used to assist economic development projects by capturing the increase in the property tax revenue stream created by the increase of the assessed value of the development or development area and investing those funds in improvements associated with the project.

At the Hearing, all interested persons or affected taxing districts may file written letters of support or objection with the City Clerk and may be heard orally with respect to any issues regarding the approval of the proposed Redevelopment Plan, designation of the Project Area, and adoption of tax increment allocation financing therefore.

The Hearing may be adjourned by the Mayor and City Council of the City without further notice other than a motion to be entered upon the minutes of the Hearing fixing the time and place of the subsequent hearing.

For additional information about the proposed Redevelopment Plan and to file comments or suggestions prior to the hearing contact Austin Grammer, Economic Development Coordinator, City of Bloomington, 109 East Olive Street, Bloomington Illinois 61702 309-434-2210.

By Order of the Mayor and City Council of the City of Bloomington this 14th day of December, 2015.


City Clerk

Section 7. The above notice is hereby directed to be given by mail, not less than forty-five (45) days prior to the date set for the Hearing, to all taxing districts of which taxable property is included in the proposed Project Area and to the Illinois Department of Commerce and Economic Opportunity (“DCEO”). Notice shall include an invitation to each taxing district and DCEO to submit written comments to the City, in care of the City Clerk of the Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois 61702, concerning the subject matter of the Hearing prior to the date of the Hearing.

Section 8. It is hereby ordered that a Joint Review Board (the “Board”) shall be convened on the 6th of January, at 10:30 a.m., at the Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois which is not sooner than fourteen (14) days nor later than twenty-eight (28) days following the notice to be given to all taxing districts, as provided in Section 7 above, to review the public record, planning documents and the proposed ordinances approving the Redevelopment Plan, designating the Project Area and adopting the Act as applicable to the Project Area. The Joint Review Board shall consist of a representative selected by the City, the community college district, the local school districts, the township, and the county that has authority to directly levy taxes on the property in the proposed Project Area, and a public

member to be selected by a majority of other Board members, and shall act in accordance with the applicable provisions of the Act.

Section 9. The document entitled *City of Bloomington Tax Increment Financing Redevelopment Plan Empire Street Corridor Redevelopment Project Area* has been available for inspection and review at the office of the City Clerk at City Hall, 109 East Olive Street, Bloomington, Illinois, during regular office hours, commencing the 30th day of November, 2015, which is more than 10 days prior to the adoption of this Ordinance.

Section 10. Notice of the establishment of an interested parties' registry which entitles all registrants to receive information on activities related to the proposed designation of a redevelopment project area and the preparation of a redevelopment plan and project is hereby authorized.

Section 11. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

Section 12. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 13. This Ordinance shall be in full force and effect immediately upon its passage.

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Passed this 14th day of December, 2015, pursuant to a roll call vote as follows:

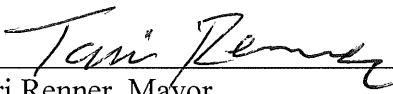
AYES: Aldermen Kevin Lower, David Sage, Mboka Mwilambwe, Amelia Buragas, Joni Painter, Scott Black, Diana Hauman, Jim Fruin

NAYS: None

ABSENT: Mayor Tari Renner

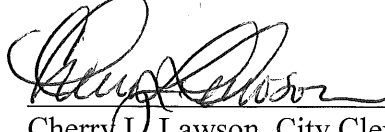
Approved this 14th day of December, 2015.

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST



Cherry L. Lawson, City Clerk

APPROVED AS TO FORM:



Jeffery R. Jurgens, Corporation Counsel

Exhibit A

Legal Description

Empire Street Corridor Redevelopment Project Area

A part of Section 34 and 35 in Township 24 North, Range 2 East and a part of Section 2 and 3 in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the west right of way line of Colton Avenue and the north right of way line of Empire Street; thence Easterly on said north right of way line of Empire Street to the southwest corner of a tract of land described in Executor's Deed recorded as Document No. 2015-18668 in the McLean County Recorder of Deeds Office; thence Northerly to the northwest corner of said tract described in Document No. 2015-18668; thence Easterly to the northeast corner of said tract described in Document No. 2015-18668; thence Southerly on the east line of said tract described in Document No. 2015-18668 to the northwest corner of a tract described in a Quit Claim Deed recorded as Document No. 2013-25879 in said Recorder Office; thence Easterly to the northeast corner of said tract described in Document No. 2013-25879; thence Southerly on the east line of said tract described in Document No. 2013-25879 to the northwest corner of the West 115 feet of the East 145 feet of the South 115 feet of Lot 1 in County Clerk's Subdivision of the south end of the SW $\frac{1}{4}$ of Section 34, Township 24 North, Range 2 East of the Third Principal Meridian; thence Easterly on the north line of said West 115 feet of the East 145 feet of the South 115 feet of said Lot 1 to the west right of way line of Stortz Drive; thence Northerly on said west right of way line of Stortz Drive to the point of intersection with the westerly extension of the north line of Greenbriar Subdivision; thence Easterly 253.64 feet on said westerly extension and the north line of said Greenbriar Subdivision; thence Northerly 623.81 feet to a point lying 253.64 feet east of the west line of the SE $\frac{1}{4}$ of said Section 34; thence Westerly 253.64 feet to said west line of the SE $\frac{1}{4}$ of Section 34, said point lying 397.69 feet north of the north right of way line of said Stortz Drive; thence Northerly on said west line of the SE $\frac{1}{4}$ of Section 34 to the south line of Pinebach Subdivision; thence Easterly on said south line of Pinebach Subdivision and the easterly extension thereof to the northwesterly right of way line of Towanda Avenue; thence Northeasterly on said northwesterly right of way line of Towanda Avenue to the point of intersection with the southwest right of way line of Robinhood Lane; thence Southeasterly on said southwest right of way line of Robinhood Lane to the east line of Lot 1 Verizon Empire Street Subdivision; thence Southerly on said east line of said Lot 1 Verizon Empire Street Subdivision to the northwest corner of Lot 148 in Fairway Knolls 2nd Addition; thence Easterly on the north line of Lots 148, 149, 150, 151, 152, 135 and the easterly extension thereof and 134 in said Fairway Knolls 2nd Addition and Lots 500, 501, 502 and 503 in Fairway Knolls 9th Addition to the southeast corner of Fairway Knolls 6th Addition; thence Northerly on the east line of said Fairway Knolls 6th Addition to the point of intersection with the south line of Fairway Knolls 7th Addition; thence Easterly on said south line of Fairway Knolls 7th Addition and Fairway Knolls 10th Addition to the southeast corner of said Fairway Knolls 10th Addition; thence Northerly on the east line of said Fairway Knolls 10th Addition and the east line of Lots 245 and 246 in Fairway Knolls 5th Addition and the northerly extension thereof to the north right of way line of Rowe Drive; thence Easterly on said north right of way line of Rowe Drive and the easterly extension thereof to the east right of way line of Veterans Parkway / Holiday Drive;

thence Southerly on said east right of way line of Veterans Parkway / Holiday Drive to the northwest corner of Lot 9 in Resubdivision of Lot 2 Circle Lanes Subdivision; thence Easterly on the north line of said resubdivision to the northeast corner of Lot 10 in said Resubdivision of Lot 2 Circle Lanes Subdivision; thence Southerly to the southeast corner of said Lot 10; thence Westerly on the south line of said Lot 10 to the northerly extension of the east line of Lot 11 in said Resubdivision of Lot 2 Circle Lanes Subdivision; thence Southerly to the southeast corner of said Lot 11; thence Westerly on the south line of said Lot 11 to the northeast corner of Lot 1 in Makewi Subdivision; thence Southerly to the southwest corner of said Lot 1 Makewi Subdivision; thence Westerly on the south line of said Lot 1 Makewi Subdivision to said east right of way line of Veterans Parkway / Holiday Drive; thence Southerly on the easterly right of way line of Veterans Parkway / Holiday Drive to the south right of way line of Empire Street; thence Westerly on said south right of way line of Empire Street to the northwest corner of Lot 1 in Eastland Mall Subdivision; thence Southerly 345.00 feet on the westerly line of said Lot 1 Eastland Mall Subdivision; thence Easterly 204.87 feet on said westerly line of Lot 1; thence Southerly 228.58 feet on said westerly line; thence Westerly 105.00 feet on said westerly line; thence Southerly 112.00 feet on said westerly line to a line lying 525.04 feet north of and parallel with the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian; thence Westerly on said line lying 525.04 feet north of and parallel with the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2 and the westerly extension thereof to the westerly right of way line of Fairway Drive; thence Northerly on said westerly right of way line of Fairway Drive to the south right of way line of Empire Street; thence Westerly on said south right of way line of Empire Street to the northwest corner of Lot 7 in Country Club View Subdivision; thence Southerly on the west line of said County Club View Subdivision, Maxine Lartz Subdivision, Pershall Subdivision, part of Lot 2 Davis Subdivision, Shepard's Subdivision and the southerly extension thereof to the southeast right of way line of Towanda Avenue; thence Southwesterly on said southeast right of way line of Towanda Avenue to the easterly extension of the south right of way line of a public alley lying north of and adjoining Blocks 4, 5 and 6 in Davis 4th Addition to Bloomington; thence Westerly on said easterly extension and the south right of way line of said alley and the westerly extension thereof to the west right of way line of Colton Avenue; thence Northerly on said west right of way line of Colton Avenue to the Point of Beginning.

 **CITY OF**
Bloomington **ILLINOIS**
REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: February 8, 2016

SUBJECT: Presentation on Bloomington Police Department 2015 Annual Report.

RECOMMENDATION/MOTION: Not applicable – presentation only.

STRATEGIC PLAN LINK: Goal 1: Financially Sound City Providing Quality Basic Services;
Goal 4: Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

The police department is responsible for public safety by safeguarding lives and property. Additionally, the police department strives to reduce crime and the fear of crime through consistent and effective prevention and enforcement efforts.

BACKGROUND & OVERVIEW: This presentation will provide an overview of the Uniform Crime Report and crime occurrences during calendar year 2015. The presentation will also compare and contrast the city's own historical data along with neighboring cities similarly situated. In addition, the police department goals and priorities for 2016 will be outlined.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: NA

FINANCIAL IMPACT: None at this time.

Respectfully submitted for Council consideration.

Prepared by: Kenneth A. Bays, Assistant Chief of Police

Reviewed by: Brendan O. Heffner, Chief of Police

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- 2015 Year-end presentation
- 2015 Crime Story
- BPD 2014 to 2015 Full Crime Review

Motion: Not applicable – presentation only.

Motion: _____ Seconded by: _____

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

“TO PROTECT
AND TO SERVE”

**Chief of Police
Brendan O. Heffner**



BLOOMINGTON POLICE DEPARTMENT

305 South East Street, Bloomington, IL 61701 | 309-434-2700 | police@cityblm.org

2015 Crime Statistics

The total Part I Uniform Crime Report (UCR) statistics for calendar year 2015 was ***11.6 % lower*** than 2014 representing 232 fewer reported incidents.

2015 Crime Statistics – Regional Comparison

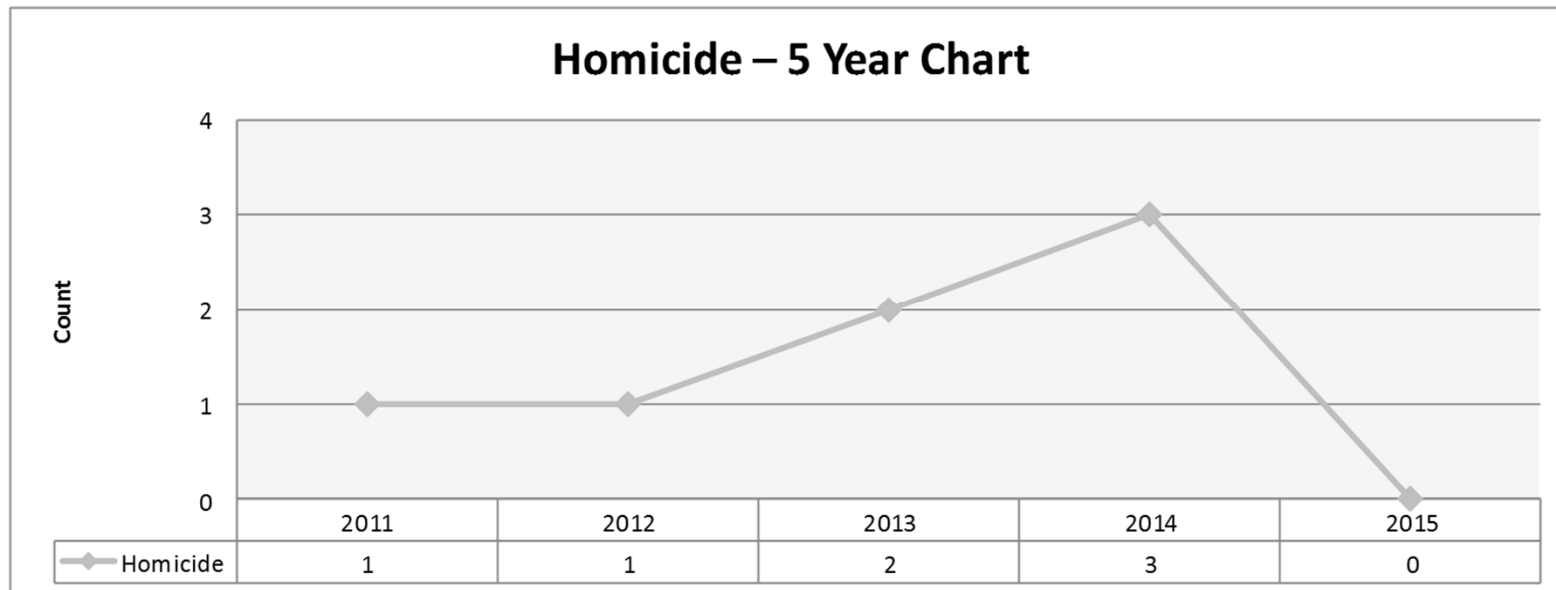
Bloomington remained lower in many of the major Part I UCR offenses. We recorded a lower overall total of UCR offenses than reported in comparable Central Illinois cities. *Totals not yet available for Decatur or Champaign.*

2015 UCR Crimes Comparison – preliminary and subject to change	Peoria	Springfield	Champaign	Bloomington
Murder	15	11	10	0
Criminal Sexual Assault	64	102	63	61
Robbery	312	256	159	42
Aggravated Battery	396	864	400	202
Burglary	1,086	1,115	445	264
Theft	3,274	3,923	1,362	1,121
Motor Vehicle Theft	147	195	93	71
Arson	38	54	8	8
Total	5,332	6,521	2,540	1,769

Review of select crime types

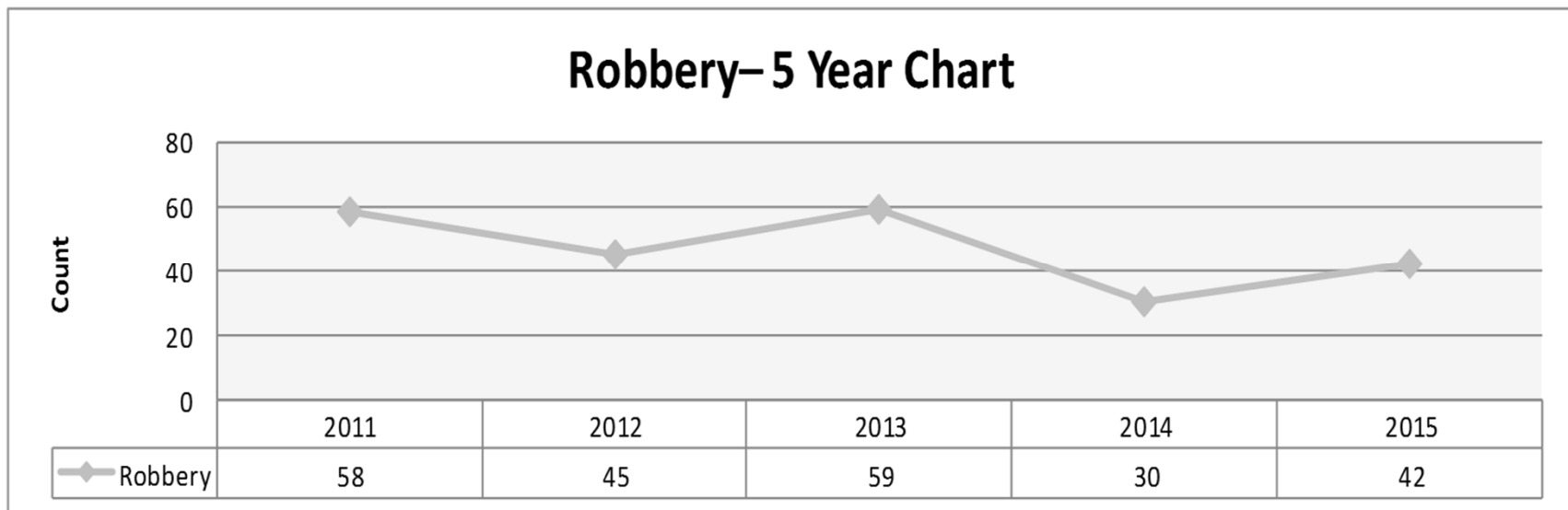
Homicides in 2015

- There were no recorded homicides in 2015.
 - ✓ This marks the first year since 1997 that Bloomington did not record a homicide.
 - ✓ Kirk Zimmerman was arrested on 7/21/15 for a 2014 homicide.



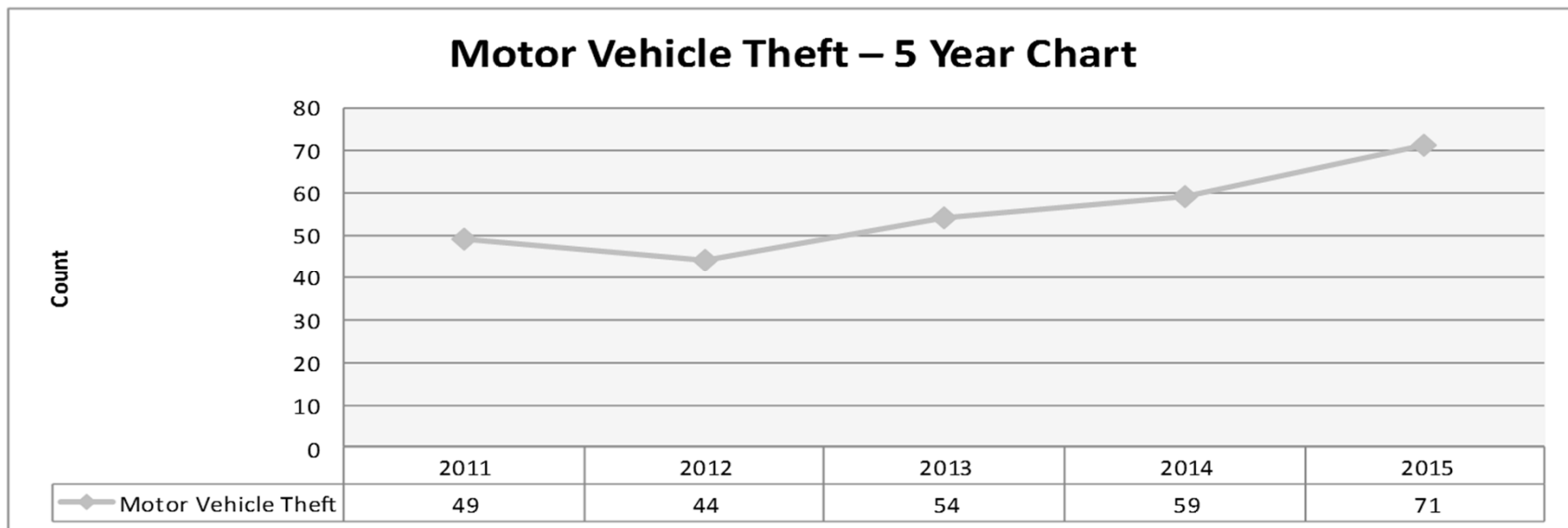
Robbery in 2015

- We recorded 42 robberies, a 40% increase over 2014's total of 30 cases.
- Last year's total still remains under our five year average of 46.8 robberies per year. The dip in 2014 cases was previously attributed to the removal of several serial armed robbers.



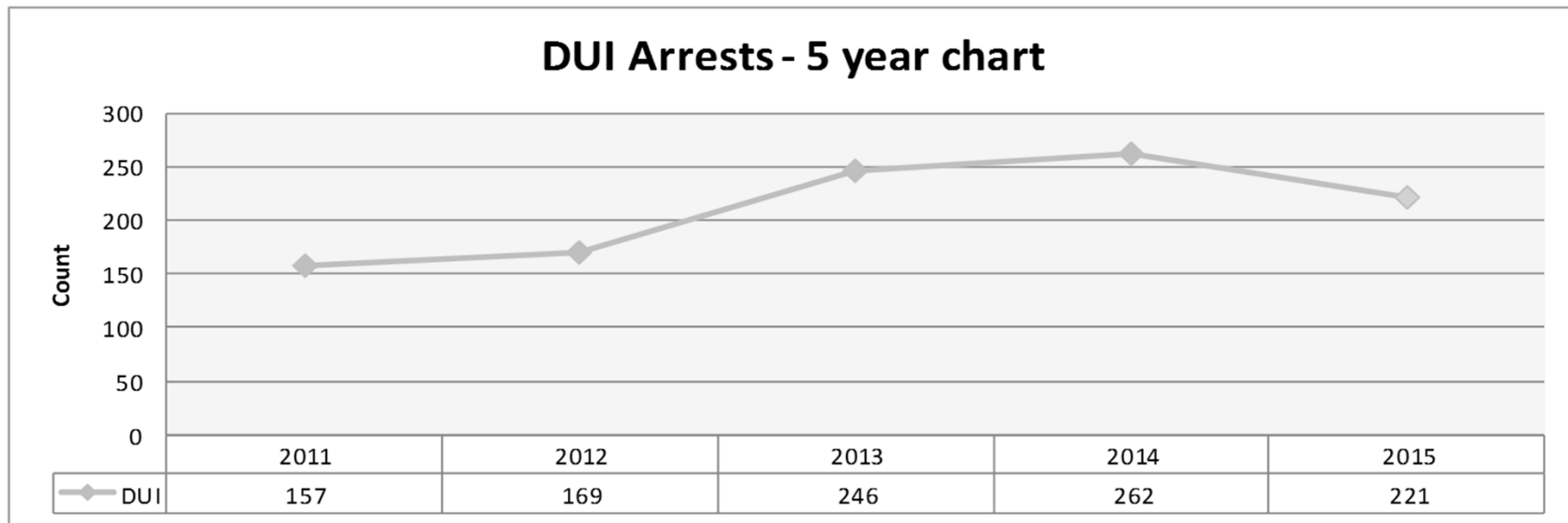
Motor Vehicle Theft in 2015

- This upward trend is attributed to ongoing vehicle thefts by local juveniles.
- Stolen vehicles are not being stripped. They are also not leaving the city in the majority of cases. They are being used as local transportation or “joy rides” by the suspects.
- Simply locking cars and removing the keys will reduce future incidents.



DUI in 2015

- While we recorded a slight decrease of 41 fewer arrests from 2014, which was a record year, officers continue to produce a considerable number of DUI arrests on our third shift.



BPD Crime Priorities for 2016

- Vehicle Burglaries
- Street level violent crimes
- Illegal gun possession
- Gang crimes
- Robbery
- Narcotics
- Juvenile Crime
- Residential Burglary

Departmental Priorities for 2016

- Deploy the new Strategic Plan for 2016 – 2018.
- Finalize internal policy rewrite and proceed with professional accreditation.
- Increase the number of minority applicants for the police department testing.
- Continue focus on aggressive DUI suppression.
- Increase efforts to reduce juvenile crimes.
- Increase community crime prevention efforts.

Departmental Priorities for 2016

- Begin our officer body camera trial project.
- Continue department-wide awareness and training regarding cultural diversity.
- Expand use of crime fighting technologies to include additional portable wireless public safety cameras.

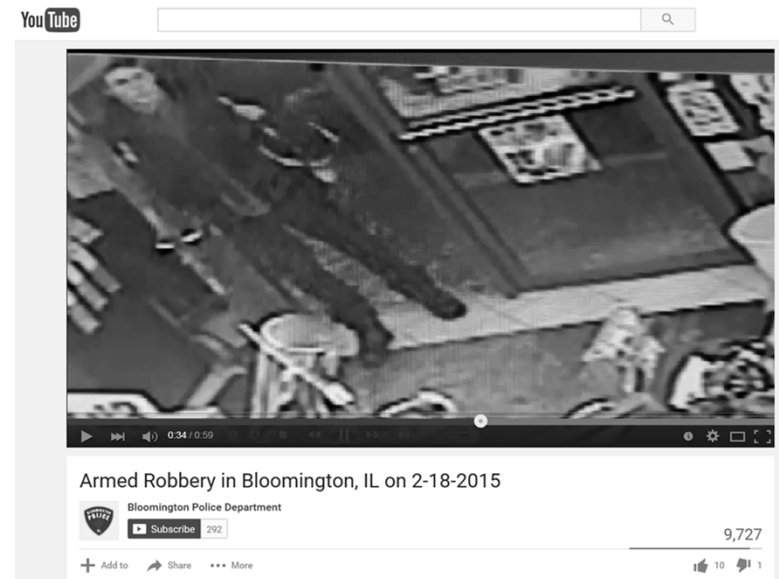
Street Crimes Unit Performance

- Total Arrests 479
- Warrants Arrests 143
- Cannabis Seized 3,630 grams
- Crack Cocaine Seized 51 grams
- Heroin Seized 3.7 grams
- Currency Seized \$111,595
- Handguns Recovered 7



Impact of BPD Social Media

- January marked our 2nd year on Facebook, YouTube and Twitter.
- In 2015, BPD posts led to 11 arrests where suspects were previously unknown.
- January 18, 2016, we hit the 10,000 subscriber mark and had five posts in 2015 that exceeded 100,000 views.



Impact of BPD Social Media

QUESTIONS?



POLICE DEPARTMENT

*P.O. Box 3157
Bloomington, Illinois 61702*

Brendan O. Heffner, Chief, FBINAA 225th
Clay E. Wheeler, Assistant Chief, FBINAA 253rd
Kenneth A. Bays, Assistant Chief
J. Gary Sutherland, Assistant Chief

2015 crime story , statistics and a look ahead to 2016

The Bloomington Police Department has prepared a short synopsis of serious criminal incidents reported in our city from January 1, 2015 to December 31, 2015. The total Uniform Crime Report (UCR) statistics for calendar year 2015 was **11.6% lower** than 2014, or **232 fewer reported incidents**. The UCR statistics include Homicide, Forcible Rape, Robbery, Aggravated Assault/Battery, Burglary, Theft, Motor Vehicle Theft, and Arson. This report will examine each UCR Part I category for 2015.

Overall crime in Bloomington remains low. Our most notable increase in UCR crimes were the 42 reported Robberies. This represents a 40% increase over 2014's Robbery total (30), but still remains under our five year average of 46.8 robberies per year. We are very pleased to report no homicides took place in 2015. This marks the first homicide free year since 1997.

Part I UCR Crimes - Bloomington	2014	2015	Change
Murder	3	0	-100.0 %
Criminal Sexual Assault	56	61	+8.9 %
Robbery	30	42	+40.0 %
Aggravated Battery	238	202	-15.1 %
Burglary	298	264	-11.4 %
Theft	1311	1121	-14.4 %
Motor Vehicle Theft	59	71	+20.3 %
Arson	6	8	+33.3 %
Total	2,001	1,769	-11.6%

A complete account of crime in Bloomington can be found by examining the entire collection of Part I and Part II crimes. These statistics can be found in a separate report titled; "2015 Uniform Crime Reports for the City of Bloomington, Part 1 and Part 2 Index Offenses and All Other Reports".

When examining the Part IUCR crime totals for Bloomington in 2015 against other comparable cities in Central Illinois, our city again fares well. Bloomington remained lower in many of the major UCR offenses and recorded a lower overall total of UCR offenses than reported in comparable Central Illinois cities. Please see the table below for additional information.



POLICE DEPARTMENT

*P.O. Box 3157
Bloomington, Illinois 61702*

Brendan O. Heffner, Chief, FBINAA 225th
Clay E. Wheeler, Assistant Chief, FBINAA 253rd
Kenneth A. Bays, Assistant Chief
J. Gary Sutherland, Assistant Chief

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Arson	38	54	8	8
Total	5,332	6,521	2,540	1,769

In 2016, we plan on building on our past successes as well as adding several new departmental priorities. We will continue to engage in problem oriented policing, maintain a pro-active approach to street level crime crimes and increase our citizen engagement efforts in all neighborhoods across the city. Some highlights from our new Strategic Plan for 2016 - 2018 include:

- Begin trials of the officer-worn body cameras.
- Finalize internal policy rewrite and proceed with professional accreditation.
- Continue our emphasis on aggressive DUI suppression.
- Increase our efforts to reduce juvenile crimes and offender recidivism.
- Increase our community crime prevention efforts.
- Increase department-wide awareness and training regarding cultural diversity.

Thank you for the ongoing support of your police department, its officers and employees. I lead a group of dedicated men and women working day in and day out to ensure public safety in the City of Bloomington.

Respectfully,

Brendan O. Heffner, Chief of Police



POLICE DEPARTMENT

P.O. Box 3157
Bloomington, Illinois 61702

Brendan Heffner, Chief, FBINAA 225th
Clay E. Wheeler, Assistant Chief, FBINAA 253rd
Kenneth A. Bays, Assistant Chief
J. Gary Sutherland, Assistant Chief

January 19, 2016

RE: 2015 Uniform Crime Reports for the City of Bloomington, Part 1 and Part 2 Index Offenses and All Other Reports.

As the Bloomington Police Department makes police reports each offense is assigned a unique numeric code. This code is used to determine the severity of an incident regardless of the number of offenses that may have occurred in the incident. The lower the offense code the more severe the offense, which is referred to as the Hierarchy Rule. Counts in this report will be different than counts seen in the report titled "2015 Crime Story" due to application of the Hierarchy Rule.

The Federal Bureau of Investigation has designated certain offenses as Part 1 Index Offenses. These offenses are generally standardized across the country and are used in annual statistical reports. This report will list all reports taken by the Bloomington Police for 2014 and 2015 with the hierarchy rule applied. Offenses are grouped into broad categories with offenses used for Part 1 Index crimes highlighted yellow.

Offenses	2014	2015	Percent Change 2014 to 2015
Arson	6	7	17%
AGGRAVATED ARSON	0	0	N/C
ARSON	6	7	17%
Assault/Battery	1169	1138	-3%
AGGRAVATED ASSAULT	42	35	-17%
AGGRAVATED BATTERY	141	115	-18%
AGGRAVATED BATTERY OF A CHILD	5	4	-20%
AGGRAVATED BATTERY OF A SENIOR CITIZEN	0	1	N/C
AGGRAVATED DOMESTIC BATTERY	32	20	-38%
AGGRAVATED STALKING	2	3	50%
ASSAULT	24	22	-8%
BATTERY	245	243	-1%
DOMESTIC BATTERY	672	691	3%
RECKLESS CONDUCT	6	4	-33%
Burglary	313	269	-14%
BURGLARY	122	115	-6%
HOME INVASION	3	5	67%
RESIDENTIAL BURGLARY	188	149	-21%
Burglary or Theft From Motor Vehicle (Aggregates in Theft for UCR reporting. Broken out for this report only)	323	307	-5%
BURGLARY FROM MOTOR VEHICLE	285	258	-9%
THEFT FROM MOTOR VEHICLE	34	47	38%
THEFT OF MOTOR VEHICLE PARTS & ACCESSORIES	4	2	-50%



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Cannabis Control Act	235	218	-7%
CANNABIS PLANT	0	0	N/C
CASUAL DELIVERY	1	1	0%
DELIVERY OF CANNABIS 30 GM AND UNDER	28	14	-50%
DELIVERY OF CANNABIS OVER 30 GM	16	4	-75%
POSSESSION OF CANNABIS 30 GM AND UNDER	182	194	7%
POSSESSION OF CANNABIS OVER 30 GM	8	5	-38%
Controlled Substances Act	164	140	-15%
DELIVERY OR POSSESSION W/INTENT TO DELIVER	3	0	-100%
LOOK A LIKE CONTROLLED SUBSTANCE	6	2	-67%
MANUFACTURE AND DELIVERY OF CONTROLLED SUBSTANCE	96	74	-23%
POSSESSION OF CONTROLLED SUBSTANCE	59	64	8%
Criminal Damage & Trespass To Property	646	613	-5%
CRIMINAL DAMAGE TO GOVERNMENT SUPPORTED PROPERTY	10	12	20%
CRIMINAL DAMAGE TO PROPERTY	476	495	4%
CRIMINAL DEFACEMENT OF PROPERTY	4	0	-100%
CRIMINAL TRESPASS TO AIRPORT	0	1	N/C
CRIMINAL TRESPASS TO REAL PROPERTY	56	47	-16%
CRIMINAL TRESPASS TO RESIDENCE	43	33	-23%
CRIMINAL TRESPASS TO STATE SUPPORTED LAND	36	7	-81%
CRIMINAL TRESPASS TO VEHICLE	21	18	-14%
Criminal Sexual Assault	62	67	8%
AGGRAVATED CRIMINAL SEXUAL ASSAULT	7	4	-43%
CRIMINAL SEXUAL ASSAULT	46	51	11%
PREDATORY CRIMINAL SEXUAL ASSAULT OF A CHILD	6	7	17%
SEXUALLY RELATED OFFENSE	3	5	67%
Deadly Weapons	38	48	26%
AGGRAVATED DISCHARGE OF A FIREARM	5	8	60%
NO FOID CARD	0	2	N/C
RECKLESS DISCHARGE OF A FIREARM	5	5	0%
UNLAWFUL DISCHARGE OF FIREARM PROJECTILE	0	1	N/C
UNLAWFUL POSSESSION OF FIREARMS AND FIREARM AMMUNITION	2	7	250%
UNLAWFUL SALE OR PURCHASE OF FIREARMS	1	0	-100%
UNLAWFUL USE OF WEAPON	15	18	20%
UNLAWFUL USE OR POSSESSION OF A WEAPON BY A FELON	10	7	-30%
Deceptive Practice	343	411	20%
AGGRAVATED IDENTITY THEFT	0	0	N/C



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COMPUTER FRAUD	1	2	100%
COMPUTER TAMPERING	1	1	0%
CREDIT CARD FRAUD	51	80	57%
DECEPTIVE PRACTICES	48	74	54%
DECEPTIVE COLLECTION PRACTICES	0	1	N/C
FINANCIAL EXPLOITATION OF ELDERLY/DISABLED	6	4	-33%
FIREWORKS	0	1	N/C
FORGERY	46	25	-46%
FRAUD	34	43	26%
IDENTITY THEFT	54	98	81%
IMPERSONATING A PEACE OFFICER	0	1	N/C
POSSESSION OF STOLEN PROPERTY	8	7	-13%
THEFT OF LABOR/SERVICES	12	7	-42%
THEFT OF LOST / MISLAID PROPERTY	82	67	-18%
UNAUTHORIZED VIDEOTAPING AND LIVE VIDEO TRANSMISSION	0	0	N/C
Disorderly Conduct	392	406	4%
ALL OTHER DISORDERLY CONDUCT	292	310	6%
ARMED VIOLENCE	0	0	N/C
BOMB THREAT	1	4	300%
FALSE POLICE REPORT	3	1	-67%
HARASSMENT BY TELEPHONE	72	65	-10%
MOB ACTION	1	1	0%
PROWLER	0	0	N/C
TELEPHONE THREAT	23	25	9%
Drug Paraphernalia Act	59	53	-10%
POSSESSION OF DRUG EQUIPMENT	59	52	-12%
SALE/DELIVERY DRUG PARAPHERNALIA	0	1	N/C
Gambling	1	0	-100%
GAMBLING - BETTING OR WAGERING	1	0	-100%
Homicide	3	0	-100%
FIRST DEGREE MURDER	3	0	-100%
INVOLUNTARY MANSLAUGHTER	0	0	N/C
Hypodermic Syringes and Needles Act	0	0	N/C
SALE OR POSSESSION OF HYPODERMIC SYRINGES OR NEEDLES	0	0	N/C
Interference With Public Officers	84	93	11%
CONCEALING OR AIDING A FUGITIVE	0	1	N/C
CONTEMPT OF COURT	1	1	0%
INTERFERENCE WITH JUDICIAL PROCEDURE	16	28	75%



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OBSTRUCTING IDENTIFICATION	4	3	-25%
OBSTRUCTING JUSTICE	5	11	120%
RESISTING,OBSTRUCTING,DISARMING AN OFFICER	58	49	-16%
Intimidation	15	14	-7%
CYBERSTALKING	2	1	-50%
EXTORTION	0	2	N/C
INTIMIDATION	2	2	0%
STALKING	11	9	-18%
Intoxicating Compounds	2	0	-100%
USE, SALE OR DELIVERY OF INTOXICATING COMPOUNDS	2	0	-100%
Kidnapping	78	80	3%
CHILD ABDUCTION	1	3	200%
KIDNAPPING	0	0	N/C
UNLAWFUL RESTRAINT	5	1	-80%
UNLAWFUL VISITATION INTERFERENCE	72	76	6%
Liquor Control Act	25	13	-48%
ILLEGAL CONSUMPTION OF ALCOHOL BY MINOR	10	6	-40%
ILLEGAL POSSESSION OF ALCOHOL BY MINOR	15	7	-53%
Methamphetamine Offenses	2	0	-100%
CHILD ENDANGERMENT - EXPOSING CHILD TO METH MANUFACTURING	0	0	N/C
POSSESSION OF METHAMPHETAMINE	2	0	-100%
Motor Vehicle Offenses	959	712	-26%
CANCELLED, SUSPENDED, OR REVOKED REGISTRATION	72	34	-53%
DRIVING UNDER THE INFLUENCE ALCOHOL	213	174	-18%
DRIVING UNDER THE INFLUENCE DRUGS	8	6	-25%
FALSE AUTO INSURANCE CARD	0	1	N/C
FLEE OR ATTEMPT TO ELUDE PEACE OFFICER	0	2	N/C
HIT AND RUN	91	99	9%
ILLEGAL TRANS OF ALCOHOLIC LIQUOR	6	2	-67%
IMPROPER USE OF REGISTRATION	1	0	-100%
NO DRIVERS LICENSE	106	61	-42%
NO REGISTRATION	6	6	0%
OPERATE MOTOR VEHICLE W/SUSP REGISTRATION	12	6	-50%
OPERATE UNINSURED MOTOR VEHICLE	138	74	-46%
RECKLESS DRIVING	10	4	-60%
SUSPENDED,REVOKED DRIVERS LICENSE	295	241	-18%
UNLAWFUL USE OF DRIVERS LICENSE	1	2	100%
Motor Vehicle Theft	63	73	16%
MOTOR VEHICLE THEFT	63	73	16%



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Offenses Involving Children	210	205	-2%
CHILD ABUSE/NEGLECT OR FAILURE TO REPORT	11	11	0%
CONTRIBUTING TO CRIM DELINQUENCY OF A JUVENILE	1	1	0%
CONTRIBUTING TO DEPENDENCY OR NEGLECT OF CHILDREN	0	1	N/C
CURFEW	11	17	55%
ENDANGERING THE LIFE OR HEALTH OF A CHILD	23	16	-30%
RUNAWAY - MINOR REQUIRING AUTHORITATIVE INTERVENTION	159	158	-1%
SALE OF TOBACCO PRODUCTS TO MINORS	3	0	-100%
TRUANCY	2	1	-50%
Other Offenses	2048	1954	-5%
ALL OTHER CRIMINAL OFFENSES	15	31	107%
ASSIST FIRE DEPARTMENT	12	6	-50%
ASSIST OTHER AGENCY	22	34	55%
ATTEMPTED SUICIDE	14	5	-64%
CIVIL DISPUTE	23	21	-9%
COMPOUNDING A CRIME	18	30	67%
DOG/OTHER ANIMAL BITES	84	65	-23%
DOMESTIC DISPUTE	773	787	2%
FAILURE TO REGISTER AS SEX OFFENDER	1	6	500%
FATAL/OTHER ACCIDENT FOLLOW-UP	7	2	-71%
IN-STATE WARRANT	9	4	-56%
INTERFERING W/REPORTING DOMESTIC VIOLENCE	0	0	N/C
INVESTIGATE DEAD BODY	84	78	-7%
LOST PROPERTY	117	162	38%
MISSING PERSON	81	66	-19%
ORDINANCE VIOLATION - ABANDONED VEHICLE	0	0	N/C
ORDINANCE VIOLATION - BATTERY ORDINANCE	6	7	17%
ORDINANCE VIOLATION - CURFEW ORDINANCE	3	3	0%
ORDINANCE VIOLATION - DISORDERLY CONDUCT	17	6	-65%
ORDINANCE VIOLATION - MINOR IN TAVERN	0	0	N/C
ORDINANCE VIOLATION - OTHER ORDINANCE VIOLATION	100	88	-12%
ORDINANCE VIOLATION - POSSESSION OF FALSE ID	0	3	N/C
ORDINANCE VIOLATION - UNLAWFUL SALE OF ALCOHOL	14	8	-43%
OTHER ANIMAL COMPLAINT	19	6	-68%
OTHER MENTAL CASE	59	70	19%
OTHER NON CRIMINAL OFFENSE	66	119	80%
OTHER PUBLIC COMPLAINT	13	14	8%
OTHER SUSPICIOUS ACTIVITY	14	23	64%
OUT OF STATE WARRANT	1	0	-100%

Telephone 309/820-8888 ♦ Fax: 309/434-2845 ♦ For Hearing Impaired TDD: 309/820-8888 ♦ TDD Emergency Only: 911

AN EQUAL OPPORTUNITY EMPLOYER



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PAROLE VIOLATION	4	2	-50%
PERSONAL INJURY	119	179	50%
POSSESSION OF BURGLARY TOOLS	1	0	-100%
RECOVERED PROPERTY ONLY	48	41	-15%
SUSPICION THAT PERSON COMMITTED AN OFFENSE	0	1	N/C
TRAFFIC IL VEHICLE CODE (OTHER TRAFFIC OFFENSES)	43	13	-70%
VIOLATION OF ORDERS OF PROTECTION	67	74	10%
Robbery	34	42	24%
AGGRAVATED ROBBERY	1	1	0%
ARMED ROBBERY	12	21	75%
ROBBERY	21	19	-10%
VEHICULAR HIJACKING	0	1	N/C
Sex Offenses	63	45	-29%
AGGRAVATED CRIMINAL SEXUAL ABUSE	4	5	25%
ALL OTHER SEX OFFENSES	22	12	-45%
CHILD PORNOGRAPHY	8	7	-13%
CRIMINAL SEXUAL ABUSE	13	17	31%
DISTRIBUTION OF HARMFUL MATERIAL	1	0	-100%
INDECENT SOLICITATION OF A CHILD	0	0	N/C
PROSTITUTION	6	0	-100%
PUBLIC INDECENCY	2	2	0%
SEXUAL EXPLOITATION OF A CHILD	0	2	N/C
SEXUAL RELATIONS WITHIN FAMILIES	1	0	-100%
SOLICITATION OF A SEXUAL ACT	1	0	-100%
SOLICITING FOR A PROSTITUTE	5	0	-100%
Theft	1009	815	-19%
RETAIL THEFT	410	303	-26%
THEFT FROM BUILDING	7	6	-14%
THEFT FROM COIN-OPERATED MACHINE OR DEVICE	1	1	0%
THEFT OVER	219	180	-18%
THEFT UNDER	372	325	-13%
Violation of Criminal Registry Laws	107	130	21%
PROBATION VIOLATION	37	51	38%
SEX OFFENDER - APPROACHING, CONTACTING, RESIDING, OR COMMUNICATING WITH CHILD	2	4	100%
SEX OFFENDER - FAILURE TO REGISTER	38	37	-3%
SEX OFFENDER - FAILURE TO REGISTER NEW ADDRESS, EMPLOYER, OR SCHOOL	9	7	-22%
SEX OFFENDER - PROHIBITED ZONE	8	13	63%
SEX OFFENDER OTHER VIOLATION	7	11	57%
VIOLATION OF CHILD MURDERER AND VIOLENT	6	7	17%

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OFFENDER AGAINST YOUTH REG ACT

Grand Total	8453	7853	-7%
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 CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 8C

FOR COUNCIL: February 8, 2016

SUBJECT: Consideration of:

- A. Approving the purchase of one E-One 1500gpm Rescue pumper in the amount of \$683,800 for the Bloomington Fire Department.

RECOMMENDATION/MOTION: That the Mayor and City Clerk be authorized to execute the necessary documents to Purchase one (1) – 2016 E-ONE All Aluminum 1500gpm Rescue Pumper unit mounted on an E-One Quest custom chassis with Cummins ISL 450hp engine, 700 gallon tank, 1500gpm e-Max pump, low hose bed body and loose equipment for the cost of \$683,800, from Banner Fire Equipment, through the Houston-Galveston Area Council (H-GAC) joint purchasing group.

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

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

BACKGROUND: The new apparatus will be placed into service at Headquarters and is designed to carry additional EMS equipment as the goal will be to eventually upgrade to an Advanced Life Support Engine. This will improve the Fire Departments current deployment model to provide Advanced Life Support and improve response times in the City's response district with the highest call volume. The Fire Departments fleet of Engines will be moved around to extend the years of service that can be expected of all apparatus. Engine 2 will be backed down to reserve status to replace the apparatus that has been taken out of service (Engine 4). The new apparatus is anticipated to arrive 270 days after the purchase order is received by the vendor.

A committee of fire department member's developed a specification for a replacement fire engine and provided it to two manufacturers, Pierce Manufacturing and E-One Fire apparatus. The specification was developed off a current engine that the department is operating and some suggestions from City Fleet. Each manufacturer was able to provide the department a specification that met the requirements that the committee had put together. The committee then reviewed each manufacturer's specification and cost. The committee made a recommendation to Chief Mohr that the department purchase the vehicle from E-One Fire apparatus. The cost of the E-One vehicle is \$700,000, with a pre-payment discount of \$16,200; this brings the cost of the vehicle to \$683,800.

The apparatus being replaced is a 1995 Pierce Saber 1500gpm pumper (Engine 4). This apparatus has been determined to be unsafe to operate on the roadway and taken out of service due to extensive rust/corrosion on the frame of the vehicle. Global Emergency Products of

Washington, IL (regional Pierce service center) provided a cost estimate to replace the frame rails and cross member for \$90,474.00 (see rust report and photos in attachments). This cost is prohibitive for a 21 year old vehicle with high engine and pumping hours and in need to be completely refurbished. The Bloomington Fire Department has established a best practice for replacement of fire apparatus. As a result of our use patterns, miles driven and hours operated, apparatus should be replaced after no more than fifteen years of service. Operating costs begin to outweigh the value of the vehicle after fifteen years.

The HGAC (Houston Galveston Area Council) is a nationally recognized joint purchasing cooperative. The City is a member of the Coop and has made purchases through them in the past. The HGAC utilizes a nation-wide bid process for select goods and services. After evaluating the various models of fire apparatus available through the HGAC, the model selected was the most cost effective unit meeting the needs of the City. The HGAC Contract number is FS12-15 HC04 and the expiration date is 12/31/2016.

The 1995 Pierce Saber 1500gpm pumper (Engine 4) is now declared surplus City property and shall be disposed of in compliance with City Code. Staff recommends that the apparatus be listed on PublicSurplus.com and be offered/sold on public auction, as is, due to its present condition and limited value. Should the apparatus not be sold at auction, Staff will seek further authorization to negotiate a sale.

Typically, capital leases are short term debt instruments used to purchase mainly equipment, rolling stock needs and a limited number of capital projects. A capital lease is a “full payment lease” because the lease payments pay back (amortize) the full cost (including finance costs, overhead and profit margin) of the leased asset to the lessor with little or no dependence on the residual (or salvage) value of the asset. The leases are intended to be used over one fiscal year.

The unspent portion of the fiscal year 2014 Capital Lease resulted from paying for golf carts from the prior year lease. The fiscal year 2015 Capital Lease is primarily unspent funds for technology equipment that was unable to be completed. The City needs to close these leases and utilizing the savings from each will allow the City to take advantage of lower interest rates.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: HGAC Buy

FINANCIAL IMPACT: Evaluation of the City’s current outstanding capital leases has offered an opportunity to use unspent funds at lower interest rates from two leases to purchase this critical Fire vehicle/equipment. The FY14 Capital Lease (40110130-72130)-\$204,350.43 and the FY15 Capital Lease (40110131-72130)-\$471,265.71 have a total available balance of \$675,616.14. Upon approval, these funds will be used to pay for the Rescue pumper unit through a 5 year debt service schedule charged to the Fire Department. In order to close the capital leases on time Finance recommends the prepayment option for the procurement of this rescue pumper which will provide a savings of \$16,200. The vendor also provides an adequate performance bond to minimize the risk of prepayment. Fire will pay the balance of \$8,183.86 from savings in their current year budget.

Respectfully submitted for Council consideration.

Prepared by: Brian M. Mohr, Fire Chief

Reviewed by: Jon Johnston, Procurement Manager

Financial & Budgetary review by: Carla A. Murillo, Budget Manager
Patti-Lynn Silva, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Fire Apparatus Proposal
- Global Estimate to replace Frame Rails E4
- E-4 Rust Report 11-12-2015

Motion: That the Mayor and City Clerk be authorized to execute the necessary documents to Purchase one (1) – 2016 E-ONE All Aluminum 1500gpm Rescue Pumper unit mounted on an E-One Quest custom chassis with Cummins ISL 450hp engine, 700 gallon tank, 1500gpm e-Max pump, low hose bed body and loose equipment for the cost of \$683,800, from Banner Fire Equipment, through the Houston-Galveston Area Council (H-GAC) joint purchasing group.

Motion: _____ Seconded by: _____

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

BANNER

FIRE EQUIPMENT, INC.

FIRE APPARATUS PROPOSAL

DATE: January 22, 2016 (rev)

This proposal has been prepared for:

**CITY OF BLOOMINGTON, ILLINOIS
FIRE DEPARTMENT
109 EAST OLIVE STREET
BLOOMINGTON, IL. 61702**

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by an officer of this Company, the following apparatus and equipment to be built in accordance with the attached specifications:

UNIT QUANTITY	MODEL	PRICE
1	E-One All Aluminum 1500gpm Rescue Pumper unit mounted on an E-One Quest custom chassis with Cummins ISL 450hp engine, 700 gallon tank, 1500 gpm e-Max pump, low hosebed body per specifications	\$668,215.00

Pricing of the above unit will be per HGAC schedule.

FIRE EQUIPMENT, INC.

Delivery will be FOB Roxana, Il. and will be made approximately 270 calendar days after receipt of purchase order. Standard Terms of Payment are 90% of the purchase price due upon arrival of the unit at our Roxana, Il. facility, with the balance due upon pick up.

Company: BANNER FIRE EQUIPMENT, INC.

By: _____
Michael J. Benker

Title: Dealer Principal

BANNER

FIRE EQUIPMENT, INC.

ITEMS INCLUDED IN PROPOSAL

- Prebuild plant trip for (4) four Bloomington personnel
- Final Inspection trip for (4) four Bloomington personnel
- HGAC fee
- (8) 4500psi 30 minute carbon cylinder
- Evolution 5200 TIC with vehicle kit
- Motorola APX 7500 Radio package, installed.
- Genesis e-Force Spreader and Cutter with brackets

Delete TFT electric monitor			
Delete TFT nozzle			
Add Elkhart Stinger			
Add SM1250 nozzle			
Add 3" valve at deck gun discharge			
Extenda gun			
On Spot chains			
Add (2) electric intake valves			
Add Golight			
Diamond plate cab floor			
Add (4) Whelen Pioneer lights (2) each side of body			
Add map box			
(2) additional hose trays			
roll out/tilt down tray in module			
fixed shelf in module			
speedy dry hopper			

ADDITIONAL ITEMS

- Portable radio package per Motorola quote
- Supervac 720VR3 PPV fan
- (2) e-Force 110v adapters
- (1) each 6', 8' and 10' NY roof hooks
- Performance Bond
- \$2500.00 shelf allowance

Total with all items: \$700,000.00

BANNER

FIRE EQUIPMENT, INC.

PREPAYMENT OPTIONS

The City may elect to exercise one of the following prepayment options:

Prepayment Option One: 100 % Full Prepayment

Prepayment discount is based on a 100% prepayment of the contract price. Prepayment must be made within 21 calendar days of purchase order/contract date. The discount for this option would be **\$16,200.00**

Example one: Bid/Contract Price **\$668,215.00** less Prepayment discount of **\$16,200.00** equals a down payment of **\$652,015.00** payable within 21 calendar days.

Prepayment Option 2 :

Prepayment discounts can also be calculated on a per day basis based upon a 3% annual percentage rate. Prepayments earn interest beginning three business days after funds are received at our Roxana office, and ending the day the truck leaves the Ocala, Florida plant. The discounts are based upon a specific calendar day delivery schedule and may be adjusted up or down based upon the actual delivery time.

Example 1: \$100,000.00 down payment with a 270 day delivery:

$\$100,000.00 \times 0.03 / 365 \text{ days} \times 270 \text{ days} = \$2,218.00$ discount



PERFORM. LIKE NO OTHER.

Thursday, January 07, 2016

**ESTIMATE
OF REPAIRS**

311 PEORIA ST
WASHINGTON, IL 61571
PHONE: (800) 582-8818
LOCAL: (309) 886-2004
FAX: (309) 886-2005

SERVICE HOURS:
MONDAY – FRIDAY
0800 – 0500

DEPARTMENT:	Bloomington FD	UNIT #:	ENGINE 4	PMI JOB #:	E8948
BILL TO		YEAR:	1995		
ADDRESS:		TYPE:	PIERCE		
	EAST PEORIA, IL 61611	MAKE:	SABER		
SHIP TO		MODEL:			
ADDRESS:		COLOR:			
		VIN #:			
CONTACT:	Cecil Herbsleb				
PHONE #:		HOURS:			
CELL #:		MILEAGE:	IN/		OUT/
FAX #:		REPAIR DATE:	IN/		OUT/
EMAIL:		JOB TYPE:			

JOB #1:

Replacement of frame rails and cross members.

Job requires removal of cab and box. Removal of pump house. Removal of all other required parts to complete replacement.

Install new frame rails and cross members. Paint all appropriate items. Reinstall pump house, cab and box.

ESTIMATED PARTS: 69,372.00

ESTIMATED LABOR: 21,102.00



PERFORM. LIKE NO OTHER.

Thursday, January 07, 2016

TOTAL PARTS	69,372.00	
TOTAL LABOR:	21,102.00	
TOTAL COST:	90,474.00	

GENERAL CONDITION OF VEHICLE: _____
DELIVERED BY: _____ DATE: _____
RECEIVED BY: _____

Please note, this estimate is inclusive of only those items specifically listed. If upon further diagnosis we determine the cost quoted will exceed this estimate by more than 10%, or if additional repairs or parts are needed, you will be supplied with an additional estimate for approval to proceed.

Should you have any questions, please contact our Service Department at 309-886-2004.

The prices contained in this estimate are valid for 30 days from the above date.

Please indicate your acceptance of this estimate and fax back to Global Emergency Products at 309-886-2005.

AGREED & ACCEPTED BY: _____ **DATE:** _____ **P.O. #:** _____

PLEASE PRINT NAME: _____

TITLE: _____

PHONE: _____

We thank you for the opportunity to be of service.

Work Order Detail Report

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|Work Order Number: 01-2015-3843|
|  Job Status: CLOSED          |
|  Open Date: 11/12/2015      |
|  Close Date: 11/17/2015     |
|  Warranty: NO                |
|EQ ID/Description: F01      E4 PUMPER   E8948|
|  Meter 1 Reading:      68429          |
|  Meter 2 Reading:      5525          |
|  Department: 10015210  FD 10015210    |
-----
  
```

-----Internal Charges-----										----- Commercial Charges -----		
Task ID/Description	Reason for Repair	Employee	Labor Hours	Cost	Part ID	Description	Parts Qty	Cost	Vendor	Labor	Parts	
79-3	MISC. REPAIR											
J												
			L 0001	8.0 8.00			0	0.00		0.00	0.00	
			L 0006	0.5 0.50			0	0.00		0.00	0.00	
			L 0017	1.0 1.00			0	0.00		0.00	0.00	
Totals:				9.5 9.50				0.00		0.00	0.00	

Work Order Total: \$ 9.50

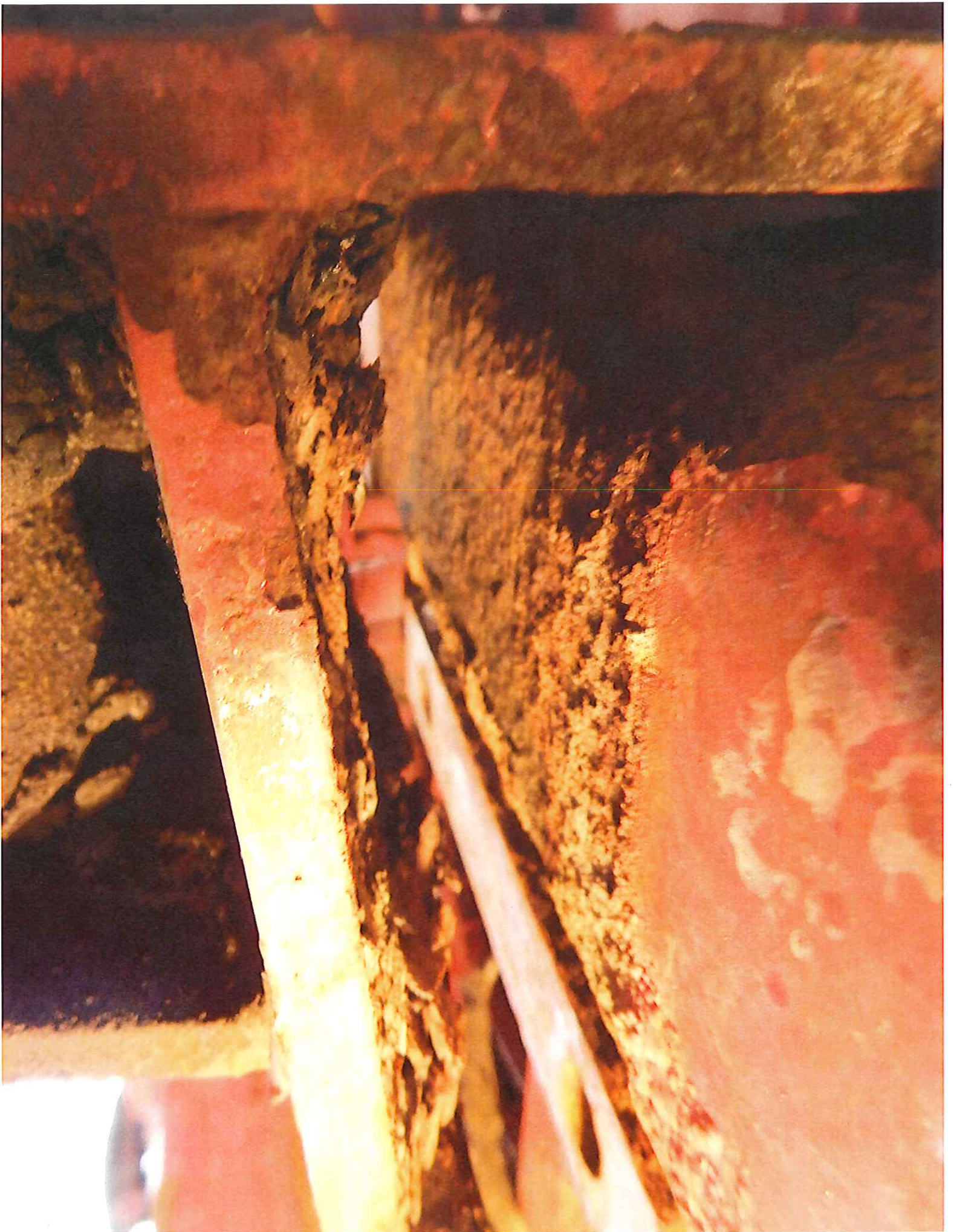
Comments:
 CHECK UNIT FOR RUST DAMAGE ON FRAME, JACKED TRUCK UP TO GAIN ACCESS TO LEFT FRONT FRAME AREA, REMOVE L.F. SPRING HANGER ASSY, TO INSPECT FRAME, FOUND ALOT OF RUST ON BOTTOM FLANGE OF FRAME RAIL, AND UNDER SPRING HANGER WHERE IT BOLTS TO FRAME RAIL, INSPECTED FRAME AREAS AT REAR OF L.F SPRING AND R.F. SPRING, ALL OTHER AREAS HAVE ALOT OF RUST AROUND FRAME AREA WHERE SPRING HANGERS BOLT TO FRAME. ALSO INSPECTED FRAME RAILS AT REAR SPRING AREAS AND FOUND ALOT OF RUST ALONG REAR FRAME OF TRUCK ALSO, FRAME RAILS WILL NEED TO BE REPLACED TO MAKE UNIT SAFE FOR ROAD USE.

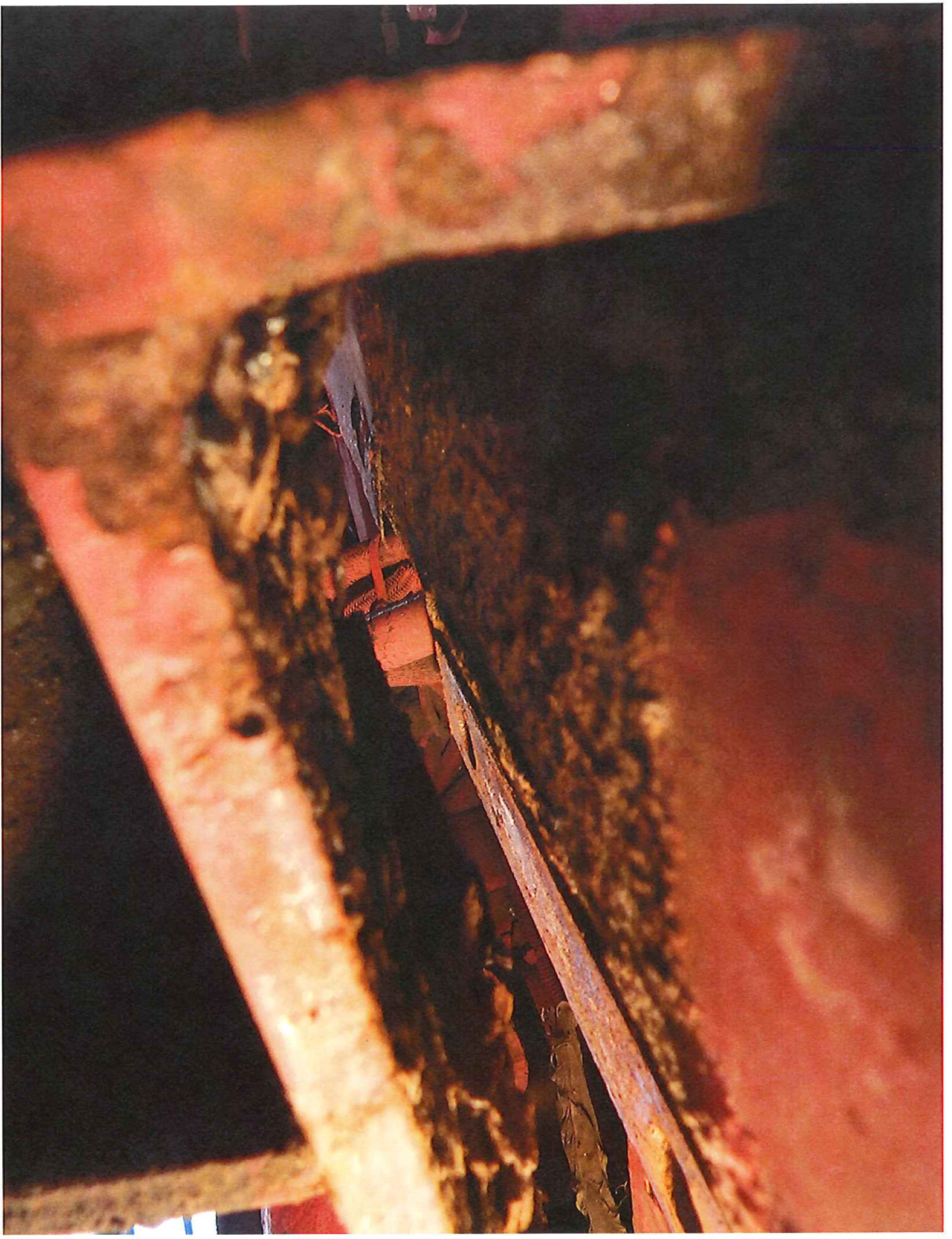
CHECK UNIT FOR RUST DAMAGE ON FRAME, JACKED TRUCK UP TO GAIN ACCESS TO LEFT FRONT FRAME AREA, REMOVE L.F. SPRING HANGER ASSY, TO INSPECT FRAME, FOUND ALOT OF RUST ON BOTTOM FLANGE OF FRAME RAIL, AND UNDER SPRING HANGER WHERE IT BOLTS TO FRAME RAIL, INSPECTED FRAME AREAS AT REAR OF L.F SPRING AND R.F. SPRING, ALL OTHER AREAS HAVE ALOT OF RUST AROUND FRAME AREA WHERE SPRING HANGERS BOLT TO FRAME. ALSO INSPECTED FRAME RAILS AT REAR SPRING AREAS AND FOUND ALOT OF RUST ALONG REAR FRAME OF TRUCK ALSO, FRAME RAILS WILL NEED TO BE REPLACED TO MAKE UNIT SAFE FOR ROAD USE.



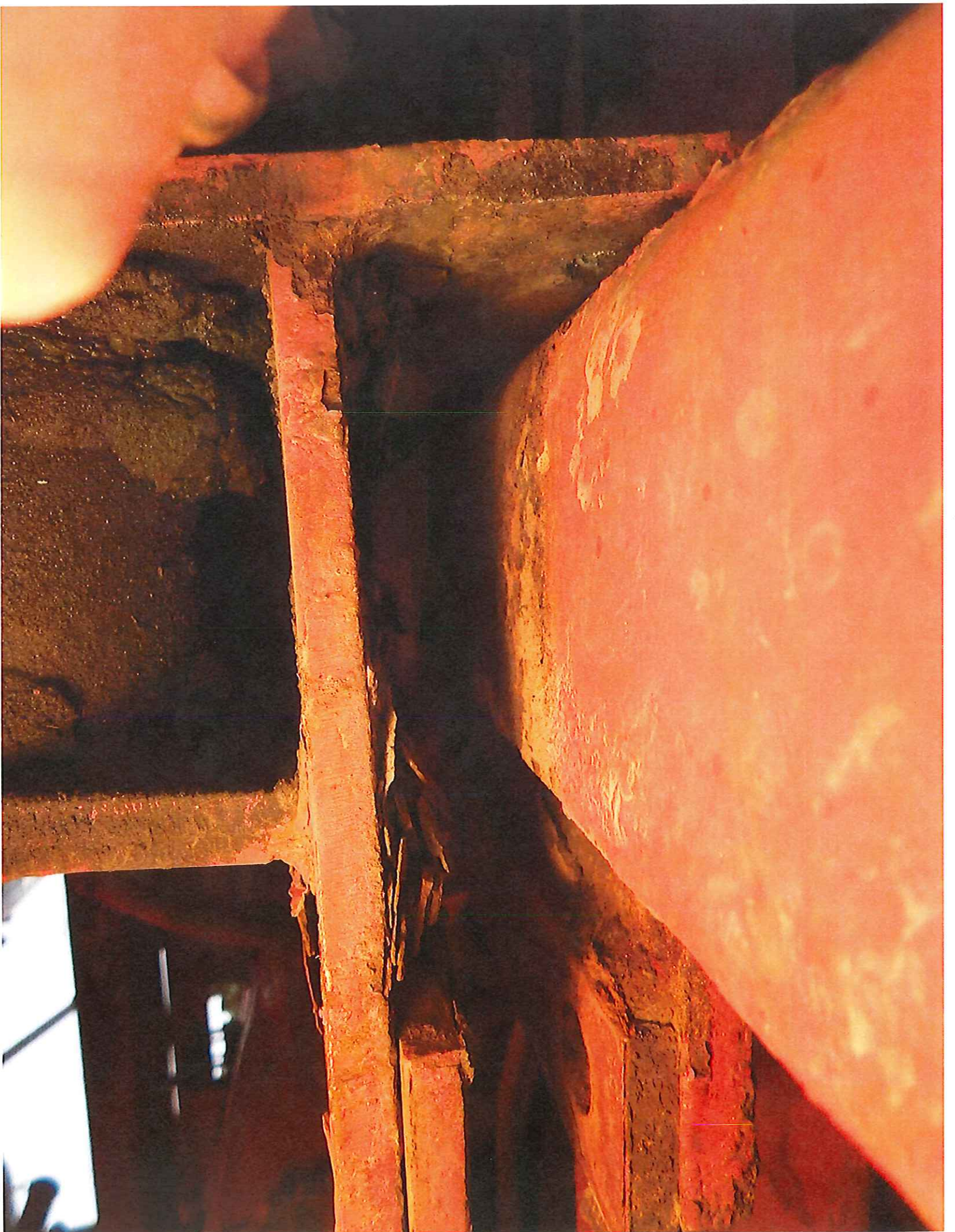
































REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: February 8, 2016

SUBJECT: Consideration of approving a Resolution waiving the formal bid process and entering into a contract with Farnsworth Group for the Lake Bloomington Wastewater Facility Plan Update.

RECOMMENDATION/MOTION: That the Resolution be approved waiving the formal bid process with Farnsworth Group; that the Water Department's Lake Bloomington Wastewater Facility Plan Update be adopted authorizing the Mayor and City Clerk to sign the Resolution; that the contract with Farnsworth Group be approved up to a maximum amount of \$49,686.96 and authorize the City Manager and City Clerk to execute the agreement, and that the Procurement Manager be authorized to issue a Purchase Order.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2c. Functional, well maintained sewer collection system.

BACKGROUND: During the December 21, 2015 City Council Work Session, Lake Bloomington issues were presented and discussed. One of the items presented was related to wastewater (septic/sewer) at the Lake and the forthcoming request to approve a consultant update to a previous wastewater study of the area.

Farnsworth Group prepared a Facility Plan for evaluation of Wastewater Collection and Treatment Systems at Lake Bloomington in December 2003. The December 2003 study evaluated various options for a wastewater collection and treatment/transfer system for Lake Bloomington and identified suitable options based on life cycle cost analysis. The recommendations presented in the 2003 study were not undertaken by the City and therefore updates to the study are required.

All developed leased lots at Lake Bloomington function on septic systems. Industry standards indicate that the average life expectancy of a septic system is between 20 and 25 years. The vast majority of the existing septic system at Lake Bloomington exceed the life expectancy. Recent information received from the McLean County Health Department indicates that there are approximately 250 septic systems on City owned or City leased properties. Out of the 250 system, approximately 140 are surface discharging septic systems. Wastewater is treated in a surface discharging systems prior to the discharge to the ground and eventually flow into Lake Bloomington. Failure of these systems may create additional treatment needs at the Water Treatment Plant and widespread failure may cause contamination of the reservoir.

The Water Department has requested and received a proposal from Farnsworth Group to update the December 2003 study. Staff intends on utilizing the study to determine next steps and work with impacted lease holders and other potentially benefited property owners to move forward with funding opportunity identification, system design, and construction of a wastewater system for the Lake Bloomington area. Construction of a wastewater system will help ensure livability

at the lake, as well as remove the reliability of septic systems that may lead to the potential contamination of our water source.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Lake Bloomington Association; McLean County Health Department; Bloomington Normal Water Reclamation District.

FINANCIAL IMPACT: Budgeted funds are available in the Water Purification-Engineering Services account (50100130-70050). Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on page 124.

Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, PE, Water Director

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- 2003 Facility Plan - Wastewater Collection and Treatment System Facility Plan – Map of Lake and Surrounding Areas
- 2003 Facility Plan - Wastewater Collection and Treatment System Facility Plan – Executive Summary
- Farnsworth Group Agreement for Professional Services
- Resolution NO. 2016-

Motion: That the Resolution be approved waiving the formal bid process with Farnsworth Group; that the Water Department’s Lake Bloomington Wastewater Facility Plan Update be adopted authorizing the Mayor and City Clerk to sign the Resolution; that the contract with Farnsworth Group be approved up to a maximum amount of \$49,686.96 and authorize the City Manager and City Clerk to execute the agreement, and that the Procurement Manager be authorized to issue a Purchase Order.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			

Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

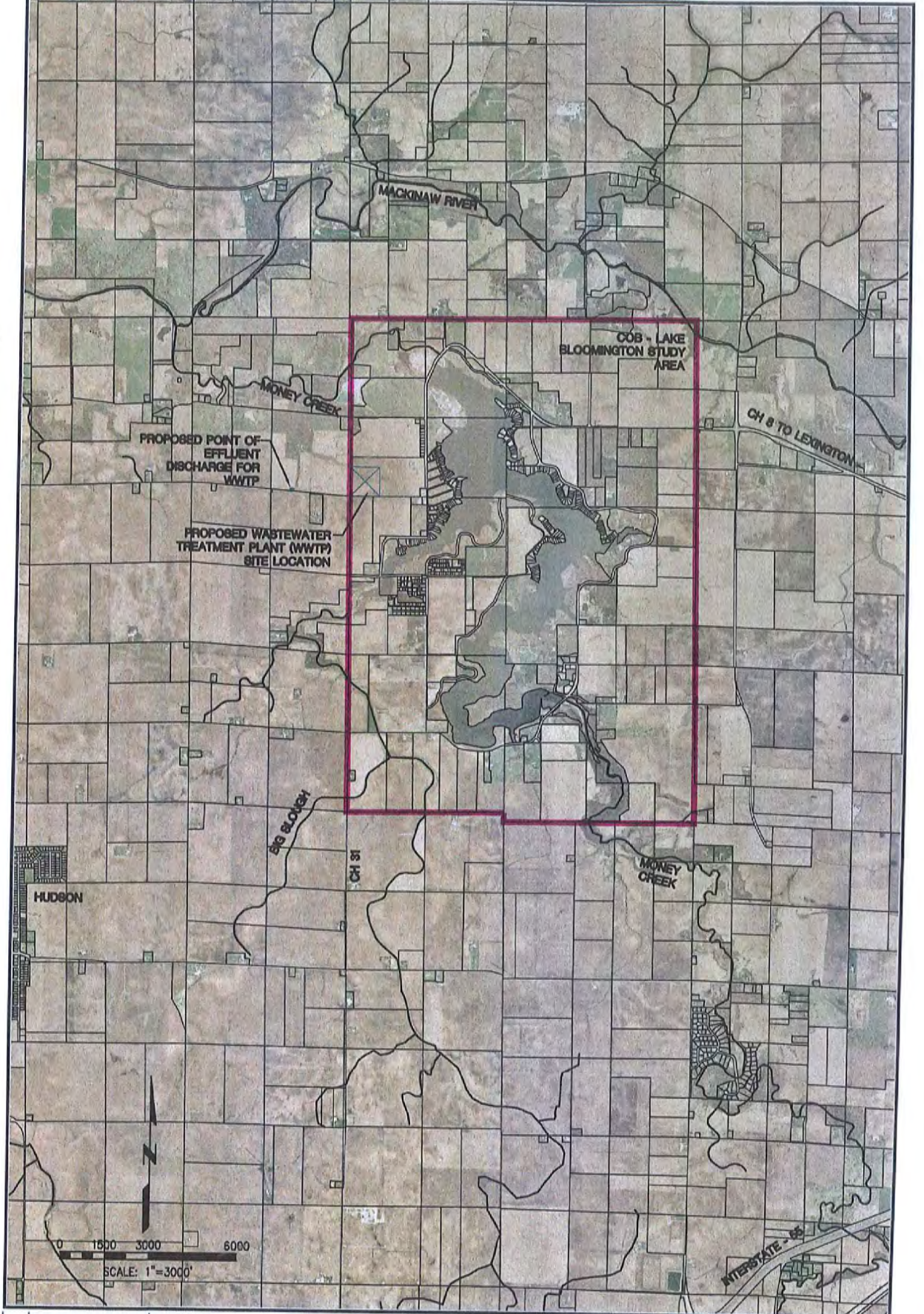


Fig 1

Project No: 102288.1
 Book No:
 Drawn by: CG
 Approved: FSG
 Date: 12-8-2003

City of Bloomington Lake Bloomington, Illinois

**Wastewater Collection and Treatment System Facility Plan
 Map of the Lake and Surrounding Areas**

Farnsworth
 GROUP
 2709 McGraw Drive
 BLOOMINGTON, ILLINOIS 61704
 (309) 663-8435 / (309) 663-1571 Fax

**CITY OF BLOOMINGTON -
LAKE BLOOMINGTON, ILLINOIS**

**WASTEWATER COLLECTION AND
TREATMENT SYSTEM**

FACILITY PLAN

December, 2003

ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS



Farnsworth
GROUP

2709 McGraw Drive • Bloomington, IL 61704
Phone 309-663-8435 • Fax 309-663-1571

www.f-w.com

1.0 EXECUTIVE SUMMARY

This Facility Plan was prepared by Farnsworth Group, Inc. (FGI) to evaluate options for a wastewater collection and treatment system to serve the Lake Bloomington community. No other Facility Plan has been completed for Lake Bloomington prior to this evaluation. The Facility Plan was prepared under the direction of the City of Bloomington Director of Engineering and Water and is in accordance with the terms of an Agreement with Farnsworth Group, Inc. for Engineering Services. This Facility Plan fulfills basic requirements of the Illinois Department of Commerce Community Development Assistance Program (ICDAP) for a Planning Assistance Grant; the Illinois Environmental Protection Agency (IEPA) for low-interest loan financing; and/or for an un-sewered community grant administered by the IEPA.

No centralized collection and/or treatment system currently exists for the Lake community. Currently, Lake Bloomington residents and businesses are responsible for their own raw waste disposal, and homeowners do this with individually owned and operated septic systems. Most homes are served with septic systems and associated leach fields that seep to soils or sand filters that discharge to surface. Effluent from sand filter systems is discharged to Lake Bloomington. The lack of space and unfavorable soil conditions for septic systems, inadequate septic systems, effluent contributing nutrients to the Lake led to the initiation of this Facility Plan study.

This Facility Plan evaluates various options for a wastewater collection and treatment/transfer system for Lake Bloomington and identifies a suitable collection and treatment option based on a life cycle cost analysis. This plan provides a layout of a sewage collection system for the existing developed areas of Lake Bloomington and its surrounding region. The Facility Plan also includes an engineering evaluation for various wastewater treatment/transfer alternatives. These include: 1) Non-Aerated Lagoon Wastewater Treatment Plant (WWTP); 2) Aerated Lagoon WWTP; 3) Covered Lagoon WWTP; 4) Lagoon with Land Application of Wastewater; 5) Trickling Filter WWTP; 6) Onsite Wastewater Treatment System (Orenco System); and, 7) Transfer of

Lake Bloomington wastewater to the City of Bloomington and ultimately to the Bloomington and Normal Water Reclamation District (BNWRD) treatment facility. In transfer options, pumping to various Town of Normal and/or BNWRD present and future pump stations was also evaluated.

A detailed cost analysis was performed for multiple collection systems as well as wastewater treatment/transfer alternatives. The cost estimates for the Lake Bloomington collection and treatment/transfer system include planning/engineering, construction, bidding and construction observation, contingency as well as annual operational, maintenance, and replacement (OM&R) costs. These cost estimates do not include legal costs or costs for acquisition of sewer easements, ROW, etc. These costs are considered adequate for planning and budgetary purposes.

Overall, the most cost-effective collection and treatment alternative was found to be a pressure sewer collection system and an aerated lagoon WWTP at the identified site location. The second cost-effective alternative is the covered lagoon system with pressure collection system; smaller footprint when judged against the aerated lagoon system makes this option attractive. The City of Bloomington has currently no treatment system, and the City is entering into a new area of wastewater treatment, which may prohibit treatment option for Lake Bloomington residents.

For the wastewater collection and transfer options, the least-cost alternative is to pump Lake Bloomington wastewater from the East Pump Station to the BNWRD Future Six-Mile Creek Pump Station in conjunction with the City of Lexington. However, for the City of Lexington, transferring wastewater to BNWRD may not be cost effective; or Lexington may possibly plan to build its own WWTP.

The second cost-effective wastewater collection and transfer option for Lake Bloomington is to pump the Lake's wastewater from West Pump Station to the BNWRD future Six-Mile Creek Pump Station. See Figure 8. Overall, among all the wastewater transfer options evaluated in this report, this is the recommended option for Lake

Bloomington. If the City of Bloomington selects the transfer option, then the City needs to plan and coordinate planning details with BNWRD.

The total capital cost estimate for the aerated lagoon WWTP alternative, including a pressure collection system for the Lake Bloomington Area, is \$9,786,000. See Tables 22 and 24. If the entire project is financed with an IEPA low-interest loan over a 20-year period at 2.5% interest rate, the average annual cost for construction as well as Operation, Maintenance and Replacement (OM&R) of the treatment system is estimated at \$627,744 and \$106,921, respectively, with a combined total of \$734,665/yr. Based on an average of 400 users (homes/businesses) and an average customer usage of 5,000 gallons/month, an average user charge for the sewer system would be \$153.06/month. This represents a worst-case scenario without any grant or funding assistance. Assuming 50% of the capital cost is funded with grants or other resources and the remaining 50% financed with a low-interest IEPA loan, the total average annual cost is estimated to be \$420,793. Here, an individual lake resident would pay an average user charge of \$87.67/month/user.

The capital cost estimate for a wastewater collection and transfer (pumping with long forcemain) system to the BNWRD future Six-Mile Creek Pump Station is \$10,931,000. See Tables 23 and 26. Again, with an IEPA low-interest loan over a 20-year period, the average annual cost for construction as well as OM&R is estimated at \$806,993. In addition to these annual costs for new facilities, a treatment charge per user of \$4.35 per month would be assessed by BNWRD. Overall, for this option, an average per user charge is calculated as \$172.47/month. Again, this represents a worst case scenario without any grant assistance. Assuming 50% of the capital cost is funded with grants and the remaining cost is financed with a low-interest IEPA loan, the total average annual cost is estimated to be \$456,397. Here, the \$4.35/month BNWRD treatment charge results in an average user charge of \$99.43/month/user.

A preliminary plan for implementing the recommended construction is discussed in Section 9 of this report. Assuming the City of Bloomington approves the Facility Plan and continues to progress toward implementing the project without any significant

delays, it appears that the wastewater collection and treatment system could be constructed and ready for operation within three to four years after this Facility Plan is approved by the IEPA.

It is recommended that the City of Bloomington set up a meeting with the IEPA to review selected wastewater collection and treatment options as well as the schedule for Lake Bloomington. This report briefly addresses a number of financing options, however, it is also recommended that the City evaluate in more detail how the cost would be financed and distributed.



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

This Agreement is effective this 16th day of December in the year 2015, 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 Oliver, Bloomington, IL 61701.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with "Lake Bloomington Wastewater Facility Plan Update" hereinafter referred to as PROJECT.

By this Agreement:

- A. The scope of FARNSWORTH GROUP's services on the PROJECT is as follows:
1. Conduct two (2) CLIENT coordination meetings. The first meeting is planned to be an initial project coordination meeting to define and clarify CLIENT's requirements for the Report, obtain available data and information, and discuss alternatives and evaluation with City staff. The second meeting is planned to present and discuss evaluation and recommendation within the draft Report with City staff.
 2. Review the existing data and analysis from the previous Lake Bloomington Wastewater Facility Planning Report prepared in 2003.
 3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction for the portions of the Report specified by the Engineer, including, but not limited to, the wastewater treatment system effluent requirements.
 4. The Report shall include a narrative with justification for the need to install the PROJECT based on governmental regulations and standards and the potential impact to the existing City water treatment facilities. In order to identify some of these potential impacts, an initial site visit and walk-through will be conducted of the existing water treatment facilities located at Lake Bloomington with City staff.
 5. Identify the service boundaries for the PROJECT area and include brief discussion regarding access of improvements to the City of Bloomington, Town of Normal and the Bloomington-Normal Water Reclamation District.
 6. Identify and evaluate the alternatives identified below from the 2003 Facility Planning Report. All applicable portions of the alternatives identified below shall

be updated from the 2003 Facility Planning Report including applicable portions of Sections 1 - 9, Tables, Figures, and Appendices.

- a. The two (2) most cost effective wastewater collection system alternatives from the 2003 Facility Planning Report.
 - i. Pressure Sewer Collection System
 - ii. Septic Tank Effluent Pump (STEP) Collection System
 - b. The two (2) most cost effective wastewater treatment system alternatives from the 2003 Facility Planning Report.
 - i. Covered Aerated Lagoon Treatment System with Surface Discharge
 - ii. Covered Aerated Lagoon Treatment System with Land Application
 - c. Two (2) wastewater transfer system alternatives to pump the wastewater from the Lake Bloomington collection system to another entity's system for collection and treatment (i.e. City of Bloomington, Town of Normal, Bloomington-Normal Water Reclamation District).
 - d. Allowance for research and investigation of one (1) additional alternative as requested by the CLIENT that may be deemed appropriate but not specifically identified in Paragraphs 6.a. – 6.c. above. An allowance of 20 man-hours of time are allocated for this additional alternative. This additional alternative investigation shall be requested and performed prior to the submittal of the Final Report as identified in Paragraph 11 below.
7. Prepare and submit updated Wastewater Facility Planning Report with recommendations and evaluation for the proposed alternatives identified above. The Report shall include a brief discussion on the other potential alternatives from the 2003 Facility Planning Report.
 8. The Report shall include schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, for the proposed alternatives identified above. For each recommended solution, FARNSWORTH GROUP shall provide the following: opinion of probable construction cost; proposed allowance for contingencies; estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information provided by the CLIENT, a summary of allowances for other items and services (such as legal, land acquisition, geotechnical soil borings, etc.) included within the definition of Total Project Costs.
 9. The Report shall include description and considerations for financing the PROJECT through the Illinois Environmental Protection Agency (IEPA) State Revolving Loan program.
 10. The Furnish three (3) review copies of the Report and any other deliverables to CLIENT for review. Upon review, the CLIENT shall submit to FARNSWORTH any review comments regarding the Report and any other deliverables within 30 calendar days of submission.

11. Revise the Report and any other deliverables in response to CLIENT's comments, as appropriate, and furnish three (3) copies of the revised Final Report and any other deliverables to the Owner within 30 calendar days of receipt of Owner's comments.
12. Attend one (1) Bloomington City Council Meeting to present a summary and the recommendations of the Final Report.
13. The following services are not included as part of the scope of services for this PROJECT, but may be added upon request by the CLIENT on an additional time and material basis.
 - a. Preparation of applications and supporting documents (in addition to the Report and any other deliverables included in the scope) for private or governmental grants, loans, or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the PROJECT of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
 - b. FARNSWORTH GROUP shall furnish all records related to this Contract and any documentation related to CLIENT required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request after CLIENT issues notice of such request to FARNSWORTH GROUP.
 - c. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information provided by the CLIENT or others, with the exception of an initial site visit and walk-through of the existing water treatment facilities as identified in Paragraph 4 above.
 - d. Services resulting from the CLIENT's request to evaluate additional Report alternatives beyond those identified in the scope above, with the exception of alternative investigation allowance identified in Paragraph 6.d. above.
 - e. Services required as a result of CLIENT's providing incomplete or incorrect PROJECT information to FARNSWORTH GROUP.
 - f. Undertaking investigation and studies including, but not limited to, detailed construction of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the PROJECT.
 - g. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review requested by the CLIENT; and performing or

furnishing services required to revised the Report and other deliverables as a result of such review processes.

h. Furnishing services for items other than the scope identified above.

B. The estimated schedule for FARNSWORTH GROUP's services on the PROJECT is as follows:

1. The scope of services for this agreement shall begin with the CLIENT's Notice to Proceed and are estimated to be completed within **180 calendar days**.

C. 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 **\$43,080**, plus Reimbursable Expenses of **\$180**, plus FARNSWORTH GROUP's Sub-Consultant's charges, if any, of **\$0**, plus a Fixed Fee of **\$6,430**. The total compensation for services shall be a Maximum Not-to-Exceed amount of **\$49,690** 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. See Paragraph C.11.c.ii. below.

5. The total compensation for FARNSWORTH GROUP's services, included in the breakdown by tasks as noted in Paragraph C.3 above, 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

City of Bloomington
CLIENT

Signature

Signature

B. Steve Myers, P.E. LEED AP
Typed Name

Typed Name

Principal
Title

Title

Date

Date

Witness Signature (if required)

Witness Signature (if required)

Typed Name

Typed Name

Title

Title

Date

Date

B. Steve Myers, P.E. LEED AP
Principal Contact Typed Name

Principal Contact Typed Name

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

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

Addendum to Scope of Services

City of Bloomington Water Department

Baseline Consultant Expectations:

1. Quality
 - a. The Consultant shall perform planning with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
 - b. All Planning Reports shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not perform the investigation and research for the planning project and shall be returned to the Consultant if the quality of the deliverables are substandard.
2. Customer Service / Communication
 - a. During initial planning phases, Consultant will discuss material decisions with the City for the alternatives under analysis. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
 - b. Consistent communication with the Project Manager for the City is critical.
 - c. Communication through email is preferred for record keeping purpose.
 - d. If issues arise that prevent timelines from being met or cause additional costs in the planning, it is critical that the consultant contact the city as soon as possible.
 - e. Electronic files shall be provided to the City upon completion of the planning.
3. Project Management
 - a.
 - b. Consultants shall be expected to submit the Planning Report with sufficient time for City to provide an adequate review. This City review time shall be built into the project schedule up front.
 - c. As-built information provided from previous construction plans shall be used to supplement planning documents as necessary.
 - d. Consulting contracts shall include a timeline for completion of planning. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
 - e. Invoices submitted to the City shall include project percent complete on billing, planning and timeline progression. In addition invoices shall include the time period of the work performed covered by the invoice.
 - f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

The Water Department shall hold an exit project interview upon the completion of the project planning. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Farnsworth Group, Inc.
PRIME/SUPPLEMENT Prime

DATE 12/16/15
PTB NO. NA

CONTRACT TERM 6 MONTHS
START DATE 12/31/2015
RAISE DATE 4/1/2016

OVERHEAD RATE 168.00%
COMPLEXITY FACTOR 0
% OF RAISE 3.50%

ESCALATION PER YEAR

12/31/2015 - 4/1/2016

4/2/2016 - 7/1/2016

3
6

3
6

= 50.00%
= 1.0175

51.75%

1.75%

The total escalation for this project would be:

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Farnsworth Group, Inc. DATE
Prime
NA

12/16/15

ESCALATION FACTOR 1.75%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal/Vice President	\$81.02	\$82.43
Senior Engineering Manager/Senior Land Surveying Manager	\$58.92	\$59.95
Senior Technical Manager	\$56.83	\$57.82
Engineering Manager/Land Surveying Manager	\$50.01	\$50.89
Technical Manager	\$46.88	\$47.70
Design Manager/Government Affairs Manager	\$43.65	\$44.41
Senior Project Engineer/Senior Project Land Surveyor	\$43.01	\$43.77
Senior Project Designer/Systems Integration Manager	\$42.54	\$43.28
Project Engineer/Project Land Surveyor	\$37.32	\$37.97
Project Designer/Project Technician	\$36.17	\$36.80
Senior Engineer/Senior Land Surveyor	\$34.93	\$35.55
Senior Designer	\$32.00	\$32.56
Engineer/Land Surveyor	\$31.86	\$32.42
Designer/Computer Specialist/Lead Technician	\$29.77	\$30.29
Engineering Intern II	\$28.85	\$29.35
Chief Technician	\$26.83	\$27.30
Engineering Intern I	\$26.15	\$26.61
Administrative Support	\$24.78	\$25.22
Senior Technician	\$22.33	\$22.72
Technician II	\$20.26	\$20.61
Technician I	\$15.52	\$15.79
		\$0.00
		\$0.00
		\$0.00

AVERAGE HOURLY PROJECT RATES

FIRM
PSB
 PRIME/SUPPLEMENT

Farnsworth Group, Inc.
NA
Prime

DATE 12/16/15

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Task 1			Task 2			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
Principal/Vice President	82.43	15	4.11%	3.39	4	8.33%	6.87	2	9.09%	7.49				1	7.69%	6.34	1	7.69%	6.34
Senior Engineering Manager/Senior Land Surveying Manager	59.95	0																	
Senior Technical Manager	57.82	0																	
Engineering Manager/Land Surveying Manager	50.89	130	35.62%	18.12	28	58.33%	29.68	8	36.36%	18.50	6	33.33%	16.96	4	30.77%	15.66	4	30.77%	15.66
Technical Manager	47.70	0				2.00%													
Design Manager/Government Affairs Manager	44.41	0																	
Senior Project Engineer/Senior Project Land Surveyor	43.77	0																	
Senior Project Designer/Systems Integration Manager	43.28	0																	
Project Engineer/Project Land Surveyor	37.97	206	56.44%	21.43	16	33.33%	12.66	12	54.55%	20.71	12	66.67%	25.32	8	61.54%	23.37	8	61.54%	23.37
Project Designer/Project Technician	36.80	4	1.10%	0.40															
Senior Engineer/Senior Land Surveyor	35.55	0																	
Senior Designer	32.56	0																	
Engineer/Land Surveyor	32.42	0																	
Designer/Computer Specialist/Lead Technician	30.29	0																	
Engineering Intern II	29.35	0																	
Chief Technician	27.30	0																	
Engineering Intern I	26.61	0																	
Administrative Support	25.22	10	2.74%	0.69															
Senior Technician	22.72	0																	
Technician II	20.61	0																	
Technician I	15.79	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		365	100%	\$44.04	48	102.00%	\$49.21	22	100%	\$46.71	18	100%	\$42.28	13	100%	\$45.37	13	100%	\$45.37

- Task 1: Project Coordination - 2 Client Coordination Meetings, Monthly Status Reports, Presentation to City Council
- Task 2: Report Narrative regarding Justification for installing improvements
- Task 3: Update Existing Septic System information - coordination w/ County Health Department
- Task 4: Update Stream and Discharge Classifications - coordinate with IEPA Biological Stream Characterization Program
- Task 5: Update Population Projections

AVERAGE HOURLY PROJECT RATES

FIRM
PSB
 PRIME/SUPPLEMENT

Farnsworth Group, Inc.
NA
Prime

DATE 12/16/15

SHEET 2 OF 3

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	82.43	1	9.09%	7.49	1	2.70%	2.23	1	2.04%	1.68	1	2.04%	1.68				1	3.03%	2.50
Senior Engineering Manager/Senior Land Surveying Manager	59.95																		
Senior Technical Manager	57.82																		
Engineering Manager/Land Surveying Manager	50.89	4	36.36%	18.50	12	32.43%	16.50	12	24.49%	12.46	12	24.49%	12.46	20	100.00%	50.89	8	24.24%	12.34
Technical Manager	47.70																		
Design Manager/Government Affairs Manager	44.41																		
Senior Project Engineer/Senior Project Land Surveyor	43.77																		
Senior Project Designer/Systems Integration Manager	43.28																		
Project Engineer/Project Land Surveyor	37.97	6	54.55%	20.71	24	64.86%	24.63	36	73.47%	27.90	36	73.47%	27.90				24	72.73%	27.62
Project Designer/Project Technician	36.80																		
Senior Engineer/Senior Land Surveyor	35.55																		
Senior Designer	32.56																		
Engineer/Land Surveyor	32.42																		
Designer/Computer Specialist/Lead Technician	30.29																		
Engineering Intern II	29.35																		
Chief Technician	27.30																		
Engineering Intern I	26.61																		
Administrative Support	25.22																		
Senior Technician	22.72																		
Technician II	20.61																		
Technician I	15.79																		
TOTALS		11	100%	\$46.71	37	100%	\$43.36	49	100%	\$42.04	49	100%	\$42.04	20	100%	\$50.89	33	100%	\$42.45

- Task 6: Identify Service Boundaries for Access of Improvements to City of Bloomington, Town of Normal and/or Bloomington-Normal Water Reclamation District
- Task 7: Sewer Collection System Alternatives - Review and Update Design & Cost Estimates for 2 Alternatives (Pressure Sewer System and STEP System)
- Task 8: Wastewater Treatment Plant Alternatives - Review & Update Design & Cost Estimates for 2 Alternatives (Covered Aerated Lagoons & Covered Aerated Lagoons with Land Application)
- Task 9: Wastewater Transfer Alternatives - Review and Update Design and Cost Estimates for 2 Alternatives (BNWRD Connections to West WWTP)
- Task 10: Allowance for Investigation of One (1) Additional Alternative (20 Man-Hour Allowance)
- Task 11: Review and Update Life Cycle Cost Analysis & Comparison including IEPA SRF Loan Financing Considerations

AVERAGE HOURLY PROJECT RATES

FIRM
PSB
PRIME/SUPPLEMENT

Farnsworth Group, Inc.
NA
Prime

DATE 12/16/15
SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 12			Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
		Hours	% Part.	Wgt'd Avg															
Principal/Vice President	82.43	2	3.85%	3.17															
Senior Engineering Manager/Senior Land Surveying Manager	59.95																		
Senior Technical Manager	57.82																		
Engineering Manager/Land Surveying Manager	50.89	12	23.08%	11.74															
Technical Manager	47.70																		
Design Manager/Government Affairs Manager	44.41																		
Senior Project Engineer/Senior Project Land Surveyor	43.77																		
Senior Project Designer/Systems Integration Manager	43.28																		
Project Engineer/Project Land Surveyor	37.97	24	46.15%	17.53															
Project Designer/Project Technician	36.80	4	7.69%	2.83															
Senior Engineer/Senior Land Surveyor	35.55																		
Senior Designer	32.56																		
Engineer/Land Surveyor	32.42																		
Designer/Computer Specialist/Lead Technician	30.29																		
Engineering Intern II	29.35																		
Chief Technician	27.30																		
Engineering Intern I	26.61																		
Administrative Support	25.22	10	19.23%	4.85															
Senior Technician	22.72																		
Technician II	20.61																		
Technician I	15.79																		
TOTALS		52	100%	\$40.12	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

Task 12: Facility Planning Report - Technical Report writing and general updates



Reimbursable Expenses- January 1, 2016

Units

Overtime, If Required by Client – Non-Exempt Employees Only	1.25xbilling rate
Expert Testimony.....	2xbilling rate
Per diem	\$51.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$13.00/hr
Automobile mileage	IRS Rate
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$22.00/hr
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2017 UNLESS NOTIFIED

APPENDIX 2



GENERAL CONDITIONS
As modified for City of Bloomington Contracts per July 27, 2015
Communication with City Corporate Counsel Jeff Jurgens

Date: 12/16/15

Client: City of Bloomington, IL

Project: Lake Bloomington Wastewater Facility Plan Update

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 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 or 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 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 purposes, including but not limited to the CLIENT's right to use the documents 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 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.

RESOLUTION NO. 2016 -

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING A CONTRACT WITH FARNSWORTH GROUP FOR THE LAKE
BLOOMINGTON WASTEWATER FACILITY PLAN UPDATE AT A COST NOT TO
EXCEED \$49,686.96**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Procurement Manager be authorized to Contract with Farnsworth Group at a cost not to exceed \$49,686.96.

ADOPTED this 8th day of February, 2016.

APPROVED this ___ day of February, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporation Counsel



REGULAR AGENDA ITEM NO. 8E

FOR COUNCIL: February 8, 2016

SUBJECT: Consideration of approving an Ordinance adopting Text Amendment, Chapter 21, Section 300.7, Refuse Code, regarding free drop-off of bulky waste at the Public Works facility and a fee for all curbside bulk collection.

RECOMMENDATION/MOTION: That the Ordinance be approved adopting Text Amendments to Chapter 21, Section 300.7 (Bulk Waste and Brush Collection), and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: Curbside bulky waste collection was among topics addressed by the Budget Task Force (BTF) in 2015, and the Task Force also proposed that, where feasible, fees rather than taxes be used to pay for City services.

The Budget Task Force recommended:

- An unspecified amount be charged for the first end loader bucket of bulky waste collected at the curb. Currently, there is no fee.
- A higher fee be assessed for additional buckets at the same address.
- Free bulky waste drop off at the City facility, 402 South East Street. Currently, the City charges the same fees for drop-off as it does for curbside collection.

The changes will increase efficiency of Solid Waste services citywide.

The proposed amendment to Chapter 21, Section 300.7, would allow two free bucket pick-ups of bulky waste per calendar year. After a customer receives his or her two free buckets, the customer will be charged per bulky waste pick-up as follows: (1) \$20 for the first end-loader bucket and (2) \$40 for each additional end-loader bucket used at the pick-up. There will be no charge for customers to drop bulky waste off at the City's facility at 402 S. East Street.

Key points:

- "Bulky waste" means items such as furniture that do not fit in the carts. Customers now tend to place items on the curb that actually should be placed in garbage carts. This greatly increases the amount of refuse left on the curb. The abundance of "bulk" items throughout town is considered unsightly by many citizens. The first-bucket-fee will encourage residents to break down their items when possible and place them in garbage carts and, when applicable, into recycling carts.

- Bulk and brush curbside services are expensive. At minimum, two crews with 12 total employees collect bulk and brush daily. The cost for the third and additional buckets sends a pricing signal to consumers and properly assigns cost to this additional service.
- It is considerably less expensive for residents to use self-service at the drop-off facility. Therefore, free drop-off is fair, and it also provides a bulk option for people who are struggling financially.

Administrative aspect

- The cost of administering the program would rise. Currently, employees only document bulk piles when they exceed one end loader bucket. That administrative work would increase because all bulk stops would have to be documented on-site and then documented in office computers and forwarded to the Water Department. Water Department staff would spend more time on billing. Additionally, Public Works would increase hours of staffing for the drop-off facility to accommodate increased demand.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Solid Waste has been studied at length over a period of years. Conversations have included discussion with Solid Waste employees and reach-outs to the community and discussions by the Budget Task Force.

FINANCIAL IMPACT: Finance recommends the per bucket charges as proposed. This policy change will facilitate the health of the Solid Waste fund and reduce the subsidy from the General Fund. Predicting actual added bulk waste revenues is difficult since the number of pickups is not currently tracked and having free drop off will incent new behaviors and there will still two free collections. However, using available data submitted to City Council noting the number of bulk waste stops in June 2015, Finance has conservatively projected \$185K in new bulk waste fee revenue. *See exhibit A for assumptions used to estimate this revenue.*

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Technician I, Public Works

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

Reviewed by: Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Carla A. Murillo, Budget Manager
Patti-Lynn Silva, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- PowerPoint Presentation
- Proposed Text Amendment regarding bulky waste, Chapter 21, Section 300.7.

Motion: That an Ordinance be approved adopting Text Amendments to Chapter 21, Section 300.7 (Bulk Waste and Brush Collection), and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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



1st Bucket Fee

Bloomington City Council
February 8, 2016

Moving Forward on Solid Waste

- Curbside bulky waste addressed by Budget Task Force in 2015. Proposed a user fee.
- 3 Parts to Proposal:
 - 1) Charge for all curbside bulk pickups
 - 2) Make fee for added buckets higher
 - 3) Free at drop-off center



Starting May 1:

Charges for All Curbside Bulk Pickup

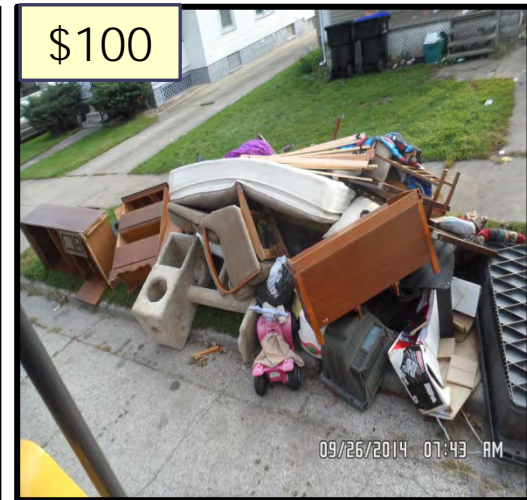
- \$20 for collection up to one bucket
 - Approx. 2.25 cubic yards
- \$40 per each bucket after first



One bucket



Two buckets



Three buckets

Bulk Waste Bucket Fee Estimation

- FY 2014 ~ \$276,000
- FY 2015 ~ \$236,000
- Est. 2017 ~ \$488,000
 1. Bulk stops reduced by 50%: free drop-off, less calls for service, and delinquent payments
 2. Second bucket fees estimated 5% of the time
 3. But time will tell

Anticipated Outcomes

- Addresses budget shortfall as discussed by the Budget Task Force
 - Adds new revenue
- Increases efficiency of Solid Waste services citywide
 - Crews pick up less
- Incentivizes citizens to properly dispose of waste
 - Break down into bins
 - Use Drop-off Center



ORDINANCE 2016 - ____

AN ORDINANCE AMENDING THE CITY CODE PROVISIONS
ON BULK WASTE & BRUSH COLLECTION

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

SECTION 1. That Chapter 21, Section 300.7 of Article III of the Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

Section 300.7: Bulk Waste Collection.

Bulk waste and building waste may be collected by the City under written rules and regulations established by the Director of Public Works and approved by the City Manager, and for the charges set forth herein, but only with respect to non-commercial bulk waste or building waste generated or created by the occupant or owner of residential property included in the City's solid waste, brush and bulk waste program, with proper permits, as needed. The City will not collect bulk waste or building waste generated or created by any contractor, subcontractor or other person for hire and/or bartering. Effective May 1, 2016, the City will provide customers, free of charge, collection of two end loader buckets (approximately 2.25 cubic yards) of bulky waste per calendar year. After the two free buckets, customers will be charged as follows per each bulky waste pick-up: (1) the City shall charge the customer twenty (\$20.00) dollars for any curbside bulk collection up to and including one end loader bucket (approximately 2.25 cubic yards) of bulky waste; and (2) for a second and all subsequent buckets at the pick-up, the City will charge the customer forty (\$40.00) dollars per end loader bucket (approximately 2.25 cubic yards) for any additional curbside bulk collection of bulky waste. For bulky waste and building waste collection at multi-family residences, the charges set forth herein shall be due and payable from the unit responsible for the disposal material. However, if the City cannot ascertain with certainty the person and unit address responsible for the materials, the property owner shall be charged and responsible for the disposal costs. An occupant or owner of residential property included in the City's solid waste, brush and bulk waste program may deliver and drop-off non-commercial bulk waste and building waste, free of charge, at the City's drop-off facility, 402 S. East Street in Bloomington, Illinois, during the facility's posted hours. The City will not collect any sod, concrete, bricks or shingles unless the person who participates in the bulk waste collection program requests a pickup of such sod, concrete, bricks or shingles. After such a request is made, the City will pick up such sod, concrete, or shingles and will charge the resident for the actual cost of the pickup and disposal of such material. ~~For anything beyond thirty five pounds of material. The determination by the City of the weight of the material shall be final. The City will charge the customer twenty five (\$25.00) dollars per loader for anything collection over one loader bucket weekly.~~

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 May 1, 2016.

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 8th day of February, 2016

APPROVED this ____ day of February, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporation Counsel

Exhibit A

Bulk Waste Bucket Fee Estimate

As of 2-4-16

Month	FY14 Actual Fees Paid	FY15 Actual Fees Paid	FY16 Actuals YTD in Yellow	% of Total Fees Paid	(1) # of Bulk Stops	(2) Loss Factor 80%	3rd Bucket Fee \$20	(3) 4th Bucket Fee \$40
May	\$ 28,651	\$ 24,136	\$ 23,538	10.31%	4,572	914	18,289	732
June	\$ 24,974	\$ 23,923	\$ 22,626	9.91%	4,395	879	17,580	703
July	\$ 26,055	\$ 24,483	\$ 24,856	10.88%	4,828	966	19,313	773
August	\$ 24,640	\$ 19,541	\$ 18,796	8.23%	3,651	730	14,604	584
September	\$ 22,268	\$ 22,394	\$ 18,414	8.06%	3,577	715	14,307	572
October	\$ 23,766	\$ 19,705	\$ 20,871	9.14%	4,054	811	16,217	649
November	\$ 21,119	\$ 16,587	\$ 12,730	5.57%	2,473	495	9,891	396
December	\$ 22,939	\$ 18,610	\$ 19,947	8.73%	3,875	775	15,498	620
January	\$ 22,048	\$ 10,433	\$ 10,433	4.57%	2,026	405	8,106	324
February	\$ 15,651	\$ 8,416	\$ 8,416	3.69%	1,635	327	6,539	262
March	\$ 20,375	\$ 17,925	\$ 17,925	7.85%	3,482	696	13,927	557
April	\$ 23,386	\$ 29,810	\$ 29,810	13.05%	5,791	1,158	23,162	926
Total:	\$ 275,871	\$ 235,963	\$ 228,362	100.00%	44,358	8,872	177,433	7,097

Total Revenue as estimated: 184,530

Finance took a conservative approach to estimating bulk waste bucket fees and calculated estimates as described below.

- (1) Number of bulks stops is estimated by applying percentage of total fees paid to the total pickups for the year.
Total pickups for the year estimated by taking actual pickups in June and dividing by its percent of total fees paid 9.91%.
- (2) The number of bulk stops is reduced by 80% to take into account factors for : free drop off, 2 free buckets per year, and possible delinquent payments.
- (3) Fourth bucket fees are estimated to occur 2% of the time.