

Proceedings
of the
County Board
of
McLean County,
Illinois

November 17, 2015

*Subject to approval at
December 15, 2015
County Board Meeting*



Table of Contents

	Page(s),
Meeting Minutes Begin (November 17,2015)	1-7
Consent Agenda	8-10
Resolutions of Congratulations - Appointments	11-17
County Highway Department.....	18-33
Property Committee	34-92
Request Approval Electric Contract for Energy Supply	34-46
Request Approval Tributary 2 – Streambank Stabilization and Riffle Structure Project	47-49
Request Approval Refuse, Recycling and Shredding Contracts – Facilities Mgt.....	50-52
Request Approval Refuse, Recycling, -Midwest Fiber Recycling – Facilities Mgt.....	53-56
Request Approval Refuse, Recycling, -Area Disposal Services	57-60
Request Approval Refuse, Recycling, -Allied Waste Services (Republic)	61-64
Request Approval Refuse, Recycling, -C.O.P.S On-Site Shredding	65-68
Request Approval Lease Agreement for Veteran’s Assistance Commission-Facilities Mgt.....	69-79
Request Approval Lease Agreement for Children’s Advocacy Center-Facilities Mgt	80-92
Justice Committee	93-127
Request Approval –System Maint. Agreement MorphoTrust USA LLC and McLean Co	93-99
Request Approval – Contract Heartland Comm. College and McLean Co. Sheriff	100-102
Request Approval – Contract with Ms. Ruth Chin –Inmate Chaplain Services McLean Co Sheriff ...	103-104
Request Approval – Contract OSF Healthcare System –McLean Co. Adult Detention Fac.....	105-110
Request Approval – Renewal Agreement with Eric Abreu –Dental Clinician Services.....	111-115
Request Approval – SAMHSA Funding Agreement –Chestnut Health Systems-Court Services.....	116-118
Request Approval- SAMHSA Funding Agreement – Center for Youth and Family Services	119-121
Request Approval –SAMHSA Funding Agreement – Court Services Director	122-124
Request Approval – SAMHSA Funding Agreement – National Center for State Court.....	125-127
Finance Committee	128
Request Approval – Nursing Home 2016 Private Pay Rate	128
Executive Committee	129-221
Request Approval – Enterprise Zone- Administration	129-169
Request Approval – Fiscal Yr 2015 Budget	170-199
Request Approval – Fiscal Yr 2016 – Five Yr Capital Improvement plan	200
Request Approval – 2015 Tax Levy Ordinance	201-204
Request Approval – Tax Abatement – PBC Lease	205-206
Request Approval – Fiscal Yr 2016 Full-Time Equivalent Positions Resolution.....	207
Request Approval – Amending the Fiscal Yr 2015 (PBC Lease)-(O&M Fund)-Fairview Bld Fund...	208-209
Request Approval – Lease Agreement SHOW BUS – Facilities Mgt.....	210-221
Justice Committee Continued	222
Request Approval to renew ILL Criminal Justice Info Authority Grant- State Attorney office.....	222-224
Request Approval Increase fee Children’s Advocacy Center.....	225-226
Request Approval renewal VOCA GRANT with CASA.....	227-230
Request Approval –Sheriff increase Bond Fee.....	231-232
Request Approval – County of McLean and Ill State University	233-235
Request Approval –County of McLean –COB.....	236-238
Request Approval – County of McLean – Town of Normal	239-241
Request Approval – Amending Fiscal Yr 2015 Court Services.....	242-243
Finance Committee Continued	244
Request Approval – Fiscal Yr 2016 Compensation Plan	245-251
Request Approval – Reclassification Salary Upgrades Fiscal Yr 2016.....	252-253
Request Approval – Deeds of Conveyance	254-255
Request Approval – Tax Abatements with County McLean and Mid City Properties	256-297
Request Approval – Tax Abatements with County of McLean – Haney Plumbing –	298-361
Request Approval – Tax Abatements with County of McLean – Foundry Square LLC.....	362-426
Request Approval – Amendment to McLean Co Revised Code, Ch. 205-1004 – Food Service	427-429
Request Approval – Amendment to McLean Co Revised Code, Ch. 205-1009 – Sewage Disposal	430-431
Approval of Bills	432
Adjournment	433

November 17, 2015

The McLean County Board met on Tuesday November 17, 2015 at 9:00 am in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois, with Chair Matt Sorensen presiding. The Invocation was led by Member Owens, followed by the Pledge Allegiance and the Roll Call.

The Following Members answered to roll call:

Members, Susan Schafer, Segobiano, Paul James Soeldner, George Wendt, Richard Buchanan, William Caisley, Don Cavallini, Chuck Erickson, George Gordon, Victoria Harris, Mark Johnson, Randall Martin, John McIntyre, Catherine Metsker, Benjamin Owens, Erik Rankin, Carlo Robustelli. Member Paul Finch arrived at 9:05 am after roll call was answered. All members were present. There are currently 19 rather than 20 Board members, due to the resignation of Sondra O'Connor last month. An appointment will be made in December by Chair Sorensen, for her replacement until the Election in March.

Other Business and Communication

Member Johnson commented that next Tuesday will be Mitsubishi's last shift and the public is encouraged to attend at 3:00 pm to say goodbye and thanks to the last shift (next Tuesday); **Chairman Sorensen** added that there will be other announcements and notifications to the public as well, regarding the last day of the plant.

Member Erickson: Offered additional comments

For further comments and suggestions you may (refer to audio at <http://www.mcleancountyil.gov/Archive.aspx>).

Member Soeldner asked Chairman Sorensen to review the procedure of replacing Member O'Connor, who recently resigned from the County Board. Chairman Sorensen indicated that by Dec. 3, noon, all letters of interest and applications need to be turned in to Administration for consideration to the appointment to Member O'Connor's seat.. The following Tuesday,(December 8), all interested and eligible candidates will be invited to attend the Executive Committee. On December 15, Chairman Sorensen will present his recommendation to the full County Board.

Any potential candidates seeking this County Board seat, would need to file their paperwork with the County Clerk's office within the filing dates; November 23 through Nov. 30.

Chairman Sorensen concluded other business by saying there was a lot to be proud of with the County Board accomplishments with a relatively modest increase in the tax levy.

Executive Committee Discussion

Member Chuck Erickson: Proposes amendment to keep property tax at same level as last year. Member Erickson passed to all Members, a hard copy of the Amendment details. He read the Amendment details and then moved to Amend Item 7a1ba per the details outlined in the Amendment.

(refer to the attachment to these minutes provided by Member Erickson and refer to audio for complete amendment details.)

Member Erickson made the motion to approve the amendment, which seconded by **Member Wendt**

Member Erickson provided additional comments (refer to audio)

Member Erickson concluded his remarks indicating this Amendment would, “Balance the budget, pay for jail expansion. . . . protect our taxpayers. . . . all by only taking the amount presented out of the fund balances proposed in this Amendment.”

Approximately an hour of discussion followed:

For further comments and suggestions you may (refer to audio at <http://www.mcleancountyil.gov/Archive.aspx>).

Member Buchanan: (refer to audio) I’m in total opposition to the amendment”

Member Soeldner: Chair of Transportation –we feel an increase in our levy is warranted; the decrease in the matching fund won’t cripple us, but the day is coming, and unfortunately; coming soon.”

Member Harris: “I reluctantly support the amendment.”

Member Owens: “I am reluctant to support. . . . why wasn’t information provided until this morning? The process was not done properly. . . . I don’t agree with the process. . . . I will reluctantly support this. . . .”

Chairman Sorenson: “I appreciate your comments Member Owens; as of yesterday, seven members were contemplating amendments, potential proposals to affect many more department heads; that’s reasoning to the late notice”.

Member Segobiano: “Our process is so far different than that of other counties. . . . I would hope in the future, next year. . . . the committees understand if they are going to pass the budget in committee. . . they need to support it.”

Member McIntyre: “Thank you to all the department heads and all involved and congratulations on this budget. . . . we’ve been able to provide good services. . . . every department has raised the bar high on what they need to be accomplished. . . we’ve had good fiscal management and confidence from the taxpayers. . . .some counties are increasing their budget rate. . . . or we could be broke like other counties. . . but we are not. . . this will be the fifth year to not extend our tax rate. It’s a good budget. . . this Amendment will make it even better. . . .”

Member Wendt: “. . . there is a misconception as our spending will be the same; we will take some of the reserves, which are built up by over-taxing. . . it won’t affect how much each department spends. In the event we need more money, we can go to the taxpayers next year.”

Member Johnson: “Thank you Member Erickson for the Amendment. Taxpayers expect us to do what we can save where we can; and this amendment does that. . . .”

Member Caisley: “Will this impair our ability to fund IMRF and Social Security?”
County Administrator Bill Wasson answered: “No, it will not impair”

Chairman Sorenson called for round two of Member comments:

Member Buchanan: In reference to transportation committee meetings – “. . . we went through item after item of projects and said ‘we don’t have the funds’. . . I don’t take a lot of pride in this process. . . . we’re never going to satisfy all our taxpayers, or ourselves with all the projects we need. . . . I hope we temper our pride on this erroneous path. . . another step in the wrong direction.”

Member Paul Segobiano: “This whole discussion seems to be in regard to our fund balance. Liken it to our personal savings account, our ‘fund balance’, is designed to take care of future needs and wants. . . . I’m voting no on this amendment.”

Member Robustelli: “Thank you to members for comments. I’m concerned that the county isn’t investing in our community. . . . I am very proud of where we have come from in the past. . . . we are moving forward in addressing mental health. . . . addressing transportation projects. . . . the issues for me are process. . . only had a few months. . . as a member of the Health Committee, I have to think about the unintended consequences of this Amendment. . . I am proud we are moving Forward . . . but this is a tough decision for me because of the way it has come before us. . . we are here to serve people. . . . I’m unhappy with this process. . . . I’m genuinely torn on this issue. . . .”

Member Wendt: “We are keeping the rate of the property tax the same, this affects the people. . . . a lot of folks are retired. . . . about the savings account we have talked about. . . what we are doing is reducing some in our ‘savings account’. . . next year. . . if we need to raise the tax levy. . . . we can go to the public at that time. . . .”

Member Rankin: “Member Erickson normally despises issues coming up at the last minute. I don’t know how to explain this to the public. . .what are the consequences of this Amendment? Politics does come into play. . . . this budget doesn’t go far enough. . . we have to change in some respect, how we do the budgeting. . . I will be voting no, this budget doesn’t go far enough.”

Member Gordon: “I share the concern of this being a last minute sort of thing. . . regarding equating to a savings account. . . I don’t understand how you can reduce revenue while increasing savings account; aren’t we decreasing?” (refer to audio) Chairman Sorensen and Administrator Wasson provided clarification. (refer to audio)

Member Gordon: “Thank you for that clarification. Concerns I still have. . . when the budget process starts we say ‘how much do we need to cut’. . . sooner or later we are going to have to face increases; state may impose cuts that we may have to respond to. . . I’m inclined to oppose the Amendment.”

Member Metsker: “I have the same frustration with this 11th hour process. My concern is what’s going to happen with the state of Illinois, potential freezes, we are taking money from the unencumbered fund balance. . . based on the last minute proposal, I’m frustrated by it, but I believe it addresses some issues that need to be address. . . .”

Member Erickson: “ I don’t enjoy taking arrows, but I do it because I do what I think is right. . . regarding never having any conversations with Carlo. . . but I had conversations with Chairman McIntyre and Member Schafer; and member Wendt. . . regarding the 11th hour thing; I can argue process. . . but I have to come forward with this now. . . I want to make clear. . . I did put thought into this. . . . I thought this could move everything forward. . . .”

Member Harris: “I really appreciate this conversation. . . . I will revise my support. . . I believe in deliberation. . . . I’m flipping on this one. . . .”

Member Schafer: “We are going to end up with 11th hour changes. . . . the last minute arguments. . . ‘I’ve got to spend more time thinking about this’. . . . isn’t applicable; we often deal with last minute compromise. . . . and am going to support this Amendment.”

Member Cavallini: Moved to Call for the Question -Member Caisley seconded the motion. The motion passed to close discussion; 14 to 4.

A Roll Call vote was called for on the Erickson Amendment. The vote was 9-9. Chairman Sorensen cast the tie-breaking 10th vote. The Amendment fails on a vote of 10-9.

Discussion continued on the original motion regarding to approve the 2016 budget. Several Members had comments.

Members Caisley, Soeldner, McIntyre

Member Erickson: “ I will be voting no on the budget. If you are going to vote for the budget, you should vote on how to pay for it.”

There being no more discussion, a Roll Call vote was called:
Roll call Vote – On a vote of 12 yes to 6 no the original motion on this 2016 proposed budget.

Chairman Sorensen noted the Scrivener error on the Agenda, and indicated it had been corrected. This should be approval and adoption of the 2015 Tax Levy Ordinance, not the 2016 Tax Levy Ordinance. **FOURTH ROLL CALL VOTE-12 TO 6.**

Justice Committee Discussion

Chairman Caisley, stated this request would increase fees for the Children's Advocacy Center, and indicated further that he thought it "... terrible to increases costs. . . the means don't justify the ends. . .this raise in court costs is unfair to the public. . ." and opposes this request.

Member Harris had questions regarding fee structure

Member Rankin: "I agree with the Judge (Caisley); however, we've seen how difficult it is to raise taxes; but to help out CAC is to do it through a slight fee increase." (refer to audio) Member Rankin had questions regarding the paying of the fees. Those questions were answered by State's Attorney Jason Chambers. Additional comments by Member Rankin: "We need to look at better ways of funding to protect our most vulnerable."

Member Metsker: "I'm never supportive of raising fees. However, it's shameful that we have a portion of our county who support children who need to be dependent upon fundraising to meet their needs."

Member Segobiano: "This item had a full hearing in committee. It came to Executive Committee and passed. It's time and I call for the question."

There being no objections to calling the question, on a voice vote, this motion passed, with William Caisley voting no.

For further comments and suggestions you may (refer to audio at <http://www.mcleancountyil.gov/Archive.aspx>).

Finance Committee Discussion

Member Harris had comments regarding the LED certification process (refer to audio) **Member Wendt** indicated his opposition to this motion.

On a voice vote, the motion passed with Members Erickson, Wendt and Metsker opposing.

Member Wendt stated his opposition to the motion.

Member Robustelli, disagreed with comments by those opposing tax abatement.

Member Caisley, had questions: “Are District 87 and other taxing bodies on board with this?” Chairman Sorensen asked a member of the audience, Austin Grammer, Economic Coordinator for the City of Bloomington’s Community Development Office., “yes, they are all on board.”

Member Owens: “These are not small investments, these are substantial.”

Member Erickson: Astonishment as to Member Owens comments.

Member Metsker: (refer to audio)

Buchanan: (refer to audio)

On a voice vote, the motion passed with Members Wendt, Erickson and Metsker voting no.

For further comments and suggestions you may (refer to audio at <http://www.mcleancountyil.gov/Archive.aspx>).

Transportation Committee Discussion

Chairman Soeldner stated Transportation brought no items to be presented. He did offer comments to the public to please be careful on North Towanda Barnes road as that project is not completed.

THE MEETING WAS ADJORNED AT 10:59 am.

Erickson Amendment Details:

In the County Board General Fund, reduce the general property tax revenue line 0001-0001-0001-0401.0001 by \$200,000, which would bring that line \$9,085,869 and increase the unappropriated fund balance line 0001-0001-0001-0400.0000 by \$200,000 which would bring that line to \$1,410,861.

In the Highway Matching Fund, reduce the general property tax revenue line 0122-0055-0056-0401.0001 by \$30,000 which would bring that line to \$1,385,769 and increase the unappropriated fund balance line 0122-0055-0056-0400.0000 by \$30,000 which would bring that line to \$93,930.

In the F.I.C.A fund, reduce the general property tax revenue line 0130-0069-0070-0400.0001 by \$15,000 which would bring that line to \$2,246,556 and increase the unappropriated fund balance line 0130-0069-0070-0400.0000 by \$15,000 which would bring that line to \$215,000.

In the IMRF fund, reduce the general property tax revenue line 0131-069-0071-0401.0001 by \$25,000 which would bring that line to \$4,211,078 and increase the unappropriated fund balance line 0131-0069-0071-0400.0000 by \$25,000 which would bring that line to \$125,000.

In the Health Department Administrative Support fund, reduce the general property tax revenue in line 0112-0061-0063-0401.0001 by \$100,000 which would bring that line to \$194,043 and increase the unappropriated fund balance line 0112-0061-0063-0400.0000 by \$100,000 which would bring that line to \$126,829.

In the Health Department Health Promotion fund, reduce the general property tax revenue line 0112-0061-0067-0401.0001 by \$30,000 which would bring that line to \$162,972 and increase the unappropriated fund balance line 0112-0061-0067-0400.0000 by \$30,000 which would bring that line to \$67,441.

1. Consent Agenda:
 - A. Approval of the Proceedings of the County Board: October 20, 2015.
 - B. County Highway Department – Eric Schmitt, County Engineer
 - 1) Section 13-00029-03-BR Arteman Bridge – Rock Rd. County Highway 40 – Local Agency Agreement for Federal Participation
 - 2) Section 15-00161-04-RS – Gridley Rd. County Highway 29 – Motor Fuel Tax Resolution
 - C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Approve the request of Brian Bogner in case ZV-15-17 on parcel 15-08-179-013. He is requesting a variance in flood plain requirements to allow an existing dwelling to remain in the flood plain and to allow substantial improvement to the dwelling in the R-1 Single Family Residence District; on property located in Towanda Township at 505 Delane Avenue, Towanda, IL.
 - 2) Subdivision Cases:
 - a) None
 - D. Transfer Ordinances:
 - E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Property Committee
 - a) Request Approval of Electric Contract for Energy Supply for 2015-2018 – Facilities Management
 - b) Request approval to construct a Tributary 2 – Streambank Stabilization and Riffle Structure Project at COMLARA Park/Evergreen Lake – Parks and Recreation
 - c) Request approval of Refuse, Recycling and Shredding Contracts for 2016-2018 – Facilities Management
 - (1) Midwest Fiber Recycling
 - (2) Area Disposal Services, Inc.
 - (3) Allied Waste Services (Republic)
 - (4) C.O.P.S. On-Site Shredding
 - d) Request approval of Lease Agreement for Veteran’s Assistance Commission - Facilities Management
 - e) Request approval of Lease Agreement for Children’s Advocacy Center – Facilities Management
 - 2) Justice Committee
 - a) Request approval of a System Maintenance Agreement between MorphoTrust USA, LLC and McLean County. - Sheriff

- b) Request approval of 2016 contract between Heartland Community College and McLean County Sheriff's office for GED courses at McLean County Detention Facility. - Sheriff
 - c) Request approval of a contract with Ms. Ruth Chin for Inmate Chaplain Services. - Sheriff
 - d) Request approval of a contract with OSF Healthcare System for Physician Services at the McLean County Adult Detention Facility. - Sheriff
 - e) Request approval of a renewal of agreement with Eric Abreu to provide dental clinician services at the McLean County Adult Detention Facility. - Sheriff
 - f) Request approval of a SAMHSA Funding Agreement for continued service from Chestnut Health Systems – Court Services
 - g) Request approval of a SAMHSA Funding Agreement for continued service from The Center for Youth and Family Services – Court Services
 - h) Request approval of a SAMHSA Funding Agreement for continued service from Mark Benson – Court Services
 - i) Request approval of a SAMHSA Funding Agreement for continued service from the National Center for State Courts – Court Services
- 3) Finance Committee
- a) Request approval of the Nursing Home 2016 Private Pay Rate – Nursing Home

F. Chairman's Appointments with the Advice and Consent of the County Board:

1) REAPPOINTMENTS:

LAW AND JUSTICE COMMISSION MOBILE TEAM UNIT #8

Mr. William Caisley
 401 W. Summit
 Normal, IL 61761
 (One-year term to expire November 30, 2016)

MCLEAN COUNTY EXTENSION BOARD

Mr. Don Cavallini
 107 Northview Dr.
 Lexington, IL 61753
 (One-year term to expire November 30, 2016)

MCLEAN COUNTY EXTENSION BOARD

Ms. Catherine Metsker
 20645 North 825 East Road
 Carlock, IL 61725

(One-year term to expire November 30, 2016)

MCLEAN COUNTY EXTENSION BOARD

Mr. Jim Soeldner

201 S. Main, PO Box 58

Ellsworth, IL 61737-0058

(One-year term to expire November 30, 2016)

McLEAN COUNTY PUBLIC AID COMMITTEE

Mr. Don Newby

205 East Pease St.

Heyworth, IL 61745

(Two-year term to expire on November 30, 2017)

McLEAN COUNTY PUBLIC AID COMMITTEE

Mr. Michael O'Grady

PO Box 83

Hudson, IL 61748

(Two-year term to expire on November 30, 2017)

2) APPOINTMENTS

YATES DRAINAGE DISTRICT

Mr. Michael Seegmiller

311 27 East 3000 N. Rd.

Chenoa, IL 61726

3) RESIGNATIONS

YATES DRAINAGE DISTRICT

Mr. Terry Seegmiller

29751 N. 3260 East Rd.

Chenoa, IL 61726

Clk

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF MICHAEL O'GRADY
AS A COMMISSIONER OF THE PUBLIC AID COMMITTEE

WHEREAS, due to the expiration of term on November 30, 2015, of Michael O'Grady, as Commissioner of the Public Aid Committee, it is advisable to consider an appointment or reappointment to this position; and

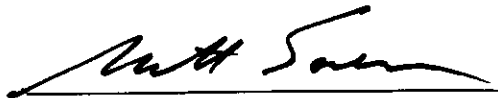
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 305, 5/11-8, has the responsibility to fill a two-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Michael O'Grady as a Commissioner of the Public Aid Committee for a two-year term scheduled to expire on November 30, 2017, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this Resolution of Reappointment to Michael O'Grady, as well as the County Clerk, County Auditor and County Administrator.

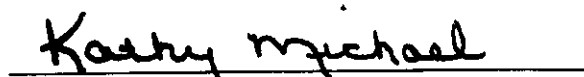
ADOPTED by the County Board of McLean, County, Illinois this 17th day of November, 2015.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

Coclerk

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF DON NEWBY
AS A COMMISSIONER OF THE PUBLIC AID COMMITTEE

WHEREAS, due to the expiration of term on November 30, 2015, of Don Newby, as Commissioner of the Public Aid Committee, it is advisable to consider an appointment or reappointment to this position; and

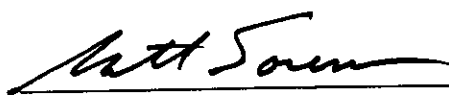
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 305, 5/11-8, has the responsibility to fill a two-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Don Newby as a Commissioner of the Public Aid Committee for a two-year term scheduled to expire on November 30, 2017, or until a successor shall have been qualified and appointed.

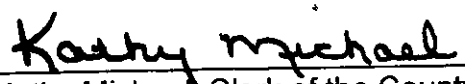
BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this Resolution of Reappointment to Don Newby, as well as the County Clerk, County Auditor and County Administrator.

ADOPTED by the County Board of McLean, County, Illinois this 17th day of November, 2015.

APPROVED:


Matt Sorensen, Chairman
McLean County Board

ATTEST:


Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JIM SOELDNER
AS A MEMBER OF THE
MCLEAN COUNTY EXTENSION BOARD

WHEREAS, due to the expiration of term of Jim Soeldner as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jim Soeldner as a member of the McLean County Extension Board for a one-year term due to expire on November 30, 2016, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Jim Soeldner, the McLean County Extension Board, the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of November, 2015.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the
County Board of the County of
McLean, Illinois

C. Metsker

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF CATHERINE METSKER
AS A MEMBER OF THE
MCLEAN COUNTY EXTENSION BOARD**

WHEREAS, due to the expiration of term of Catherine Metsker as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the re-appointment of Catherine Metsker as a member of the McLean County Extension Board for a one-year term due to expire on November 30, 2016, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Catherine Metsker, the McLean County Extension Board, the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of November, 2015.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the
County Board of the County of
McLean, Illinois

CoClerk

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF DON CAVALLINI
AS A MEMBER OF THE
MCLEAN COUNTY EXTENSION BOARD**

WHEREAS, due to the expiration of term of Don Cavallini as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Don Cavallini as a member of the McLean County Extension Board for a one-year term due to expire on November 30, 2016, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Don Cavallini, the McLean County Extension Board, the County Clerk, County Auditor and County Administrator's Office.

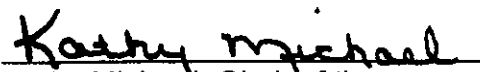
ADOPTED by the County Board of McLean County, Illinois, this 17th day of November, 2015.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the
County Board of the County of
McLean, Illinois

Correct

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF WILLIAM T. CAISLEY
AS A MEMBER OF THE
LAW AND JUSTICE COMMISSION MOBILE TEAM UNIT #8**

WHEREAS, due to the expiration of term of William T. Caisley as a member of the Law and Justice Commission Mobile Team Unit #8 District, it is advisable to consider an appointment or reappointment to this position; and,

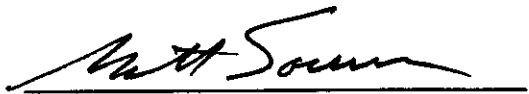
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 50 Illinois Compiled Statutes Section 720/1 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Mr. William T. Caisley as a member of the Law and Justice Commission Mobile Team Unit #8 District for a one-year term due to expire on November 30, 2016, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Mr. William T. Caisley, as well as the Sheriff's Department, County Auditor, County Clerk and County Administrator.

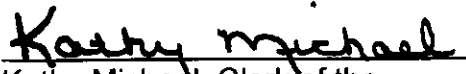
ADOPTED by the County Board of McLean County, Illinois, this 17th day of November 2015.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the
County Board of the County of
McLean, Illinois

**RESOLUTION OF CONGRATULATIONS
IN RECOGNITION OF
DOWNS FIRE PROTECTION DISTRICT**

WHEREAS, The McLean County Board wishes to congratulate Downs Fire Protection District on receipt of the Red Cross Saluting Our Heros Public Service Award; and;

WHEREAS, Downs Fire Protection District Personnel responded to possible field fire call and upon arrival found a citizen trying to rescue his beloved dog from an icy pond; and,

WHEREAS, Downs Fire Protection District Personnel donned cold water rescue suits and rescued Speckles the dog from the icy pond; and,


WHEREAS, Downs Fire Protection District Personnel administered care to the cold, wet citizen while rescuing his beloved dog; and,

WHEREAS, Downs Fire Protection District Personnel has demonstrated courage and kindness that, in turn makes our community a better place to live.


BE IT RESOLVED that the County Board of McLean County Illinois and the citizens of McLean County extend a grateful thank you to the Downs Fire Protection District and Congratulate them on receipt of the well-deserved Public Service Award.

ADOPTED by the McLean County Board this 17th day of November, 2015.

ATTEST:


Kathy Michael, Clerk of the County Board
McLean County, Illinois

APPROVED:


Matt Sorensen, Chairman
McLean County Board

**RESOLUTION OF CONGRATULATIONS
IN RECOGNITION OF
KENT MOREFIELD**

WHEREAS, The McLean County Board wishes to congratulate Mr. Kent Morefield on receipt of the Red Cross Saluting Our Heros Good Samaritan Award; and;

WHEREAS, Mr. Kent Morefield has lived next to Mr. Vernon Jacobs for 60 years; and,

WHEREAS, Mr. Kent Morefield noticed that 100 year old Mr. Jacobs had not finished mowing his yard and had left his tractor out so went to investigate; and,

WHEREAS, Mr. Kent Morefield found Mr. Jacobs stranded hanging upside from his tractor and out of view of others; and,

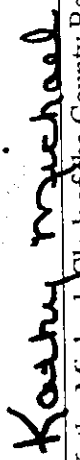
WHEREAS, Mr. Kent Morefield freed Mr. Jacobs from the tractor, called Mr. Jacobs' son and daughter and took Mr. Jacobs to the local hospital for treatment; and,

WHEREAS, Mr. Kent Morefield has demonstrated kindness that in turn makes our community a better place to live.


BE IT RESOLVED that the County Board of McLean County Illinois and the citizens of McLean County extend a grateful thank you Mr. Kent Morefield and Congratulate him on receipt of the well-deserved Good Samaritan Award.

ADOPTED by the McLean County Board this 17th day of November, 2015.

ATTEST:


Kathy Michael, Clerk of the County Board
McLean County, Illinois

APPROVED:


Matt Sorensen, Chairman
McLean County Board

**RESOLUTION OF CONGRATULATIONS
IN RECOGNITION OF
THE FRIENDS FOREVER STEERING COMMITTEE**

WHEREAS, The McLean County Board wishes to congratulate the Friends Forever Steering Committee on receipt of the Red Cross Saluting Our Heros Ambassador Award; and;

WHEREAS, the Friends Forever Program has been in existence since 1986 and works with youth locally and around the world to bridge cultural, political and religious differences; and,

WHEREAS, the Friends Forever program focuses on five core components: community service, public presentation skills, team building, leadership development and cultural exchange; and,

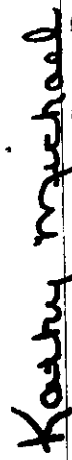
WHEREAS, the Friends Forever Program has applied its "Life Raft Formula" to more than 1,300 youth to promote trust, empathy, and friendships among cultures in conflict.

WHEREAS, the Friends Forever Steering Committee has demonstrated thoughtfulness and kindness that in turn makes our local community and the world a better place to live.

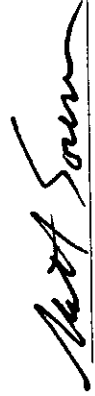
BE IT RESOLVED that the County Board of McLean County Illinois and the citizens of McLean County extend a grateful thank you the Friends Forever Steering Committee and Congratulate them on receipt of the well-deserved Ambassador Award.

ADOPTED by the McLean County Board this 17th day of November, 2015.

ATTEST:


Kathy Michael, Clerk of the County Board
McLean County, Illinois

APPROVED:


Matt Sorensen, Chairman
McLean County Board

**RESOLUTION OF CONGRATULATIONS
IN RECOGNITION OF
MS. BARBARA BROWN**

WHEREAS, The McLean County Board wishes to congratulate Ms. Barbara Brown on receipt of the Red Cross Saluting Our Heroes Paula R. Walsh Volunteer Award; and;

WHEREAS, Ms. Brown experienced Healing Rides while on the East Coast and realized a similar need in Bloomington/Normal; and,

WHEREAS, Ms. Brown, with the help of Wesley United Methodist Church, started Healing Rides here in Bloomington/Normal; and,


WHEREAS, Ms. Brown and Healing Rides volunteers offer free bike rides to the elderly and disabled; and,

WHEREAS, Ms. Barbara Brown has demonstrated kindness that in turn makes our community a better place to live.


BE IT RESOLVED that the County Board of McLean County Illinois and the citizens of McLean County extend a grateful thank you to the Ms. Barbara Brown and Congratulate her on receipt of the well-deserved Paula R. Walsh Volunteer Award.

ADOPTED by the McLean County Board this 17th day of November, 2015.

ATTEST:


Kathy Michael, Clerk of the County Board
McLean County, Illinois

APPROVED:


Matt Sorensen, Chairman
McLean County Board

**RESOLUTION OF CONGRATULATIONS
IN RECOGNITION OF
CURT HAWK**

WHEREAS, The McLean County Board wishes to congratulate Mr. Curt Hawk on receipt of the Red Cross Saluting Our Heroes Armed Forces Award; and;

WHEREAS, Mr. Curt Hawk served 24 years in the U.S. Army and the Army reserves; and,

WHEREAS, Mr. Curt Hawk gives of his time to fellow veterans; and,

WHEREAS, Mr. Curt Hawk currently serves as the Director of the McLean County Emergency Management Agency; and,


WHEREAS, Mr. Curt Hawk volunteered his time to restore the WWII Monument at the McLean County Museum of History; and,

WHEREAS, Mr. Curt Hawk has demonstrated courage and kindness that in turns makes our community a better place to live.

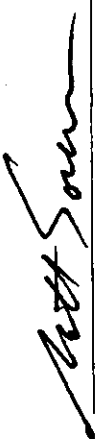
BE IT RESOLVED that the County Board of McLean County Illinois and the citizens of McLean County extend a grateful thank you Mr. Curt Hawk and Congratulate him on receipt of the well-deserved Armed Forces Award.

ADOPTED by the McLean County Board this 17th day of November, 2015.

ATTEST:


Kathy Michael, Clerk of the County Board
McLean County, Illinois

APPROVED:


Matt Sorensen, Chairman
McLean County Board

**RESOLUTION OF CONGRATULATIONS
IN RECOGNITION OF
ANDREW "DREW" REDDINGTON**

WHEREAS, The McLean County Board wishes to congratulate Mr. Drew Reddington on receipt of the Red Cross Saluting Our Heros Health and Safety Award; and;

WHEREAS, on June 10, 2015 Mr. Drew Reddington's wife, Laura, suffered a heart attack in their home; and,

WHEREAS, Mr. Drew Reddington called 911 and administered CPR to his wife and was able to get her heart started; and,

WHEREAS, Mr. Drew Reddington was able to keep his daughter calm while paramedics worked on his wife and took her from the home unconscious; and,

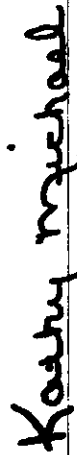
WHEREAS, all of Ms. Reddington's doctors have said that without the quick actions of Mr. Reddington, his wife would not have survived; and,

WHEREAS, Mr. Drew Reddington has demonstrated courage and quick thinking in a time of crisis.


BE IT RESOLVED that the County Board of McLean County Illinois and the citizens of McLean County extend a grateful thank you Mr. Drew Reddington and Congratulate him on receipt of the well-deserved Health and Safety Award.

ADOPTED by the McLean County Board this 17th day of November, 2015.

ATTEST:


Kathy Michael, Clerk of the County Board
McLean County, Illinois

APPROVED:


Matt Sorensen, Chairman
McLean County Board

**RESOLUTION OF CONGRATULATIONS
IN RECOGNITION OF
MR. ZACH MIKEL**

WHEREAS, The McLean County Board wishes to congratulate Mr. Zach Mikel on receipt of the Red Cross Saluting Our Heros Youth Award; and;

WHEREAS, on his way home from Chiddix Junior High School, Mr. Zach Mikel witnessed a bicyclist flip his bike, hit his head and end up unresponsive in a grassy area not easily viewed by passing pedestrians; and,

WHEREAS, Mr. Zach Mikel asked his friend to call 911, went to render aid and provided vital information to the paramedics regarding the location of the accident and the severity of the injuries; and,


WHEREAS, Mr. Zach Mikel's ability to keep calm and quickly respond to the emergency was impressive for a person of his age; and,

WHEREAS, Mr. Mikel has demonstrated courage and kindness that in turn makes our community a better place to live.

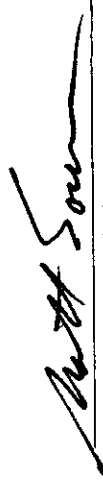
BE IT RESOLVED that the County Board of McLean County Illinois and the citizens of McLean County extend a grateful thank you to the Mr. Zach Mikel and Congratulate him on receipt of the well-deserved Youth Award.

ADOPTED by the McLean County Board this 17th day of November, 2015.

ATTEST:


Kathy Michael, Clerk of the County Board
McLean County, Illinois

APPROVED:


Matt Sorensen, Chairman
McLean County Board



HIGHWAY DEPARTMENT
Eric S Schmitt, County Engineer
Jerry Stokes, Assistant County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: October 28, 2015
TO: Chairman Soeldner and Members of the McLean County Board Transportation Committee
FROM: Eric S. Schmitt, McLean County Engineer *ES*

Local Agency Agreement for Federal Participation for the County Highway 40, Rock Road, Arteman Bridge, Section 13-00029-03-BR

Recommended Action:


The Highway Department recommends approval of the Local Agency Agreement for Federal Participation for the Arteman Bridge Replacement. This agreement provides the federal funding for the replacement of the structure with a three-span, cast-in-place, continuous reinforced concrete slab bridge.

Background:

The existing structure was built in 1935 and has some structural problems on the pier and both outside beams of the bridge. The existing bridge walls create a safety hazard and a choke point for agricultural traffic traveling the roadway. This project was included in the Highway Department's 5-Year Plan for replacement in 2016 and continues the County's program of replacing aging and deteriorating structures.

Cost:

The total cost of the project, including preliminary engineering, right-of-way, construction, and construction engineering is estimated at \$865,000. The construction cost will be funded with 80% STP-Bridge (Federal) Funds and 20% Local Match. The construction cost is estimated to be \$800,000, with the County's share estimated at \$160,000. The preliminary engineering, right-of-way, and construction engineering are estimated to be \$65,000.

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency McLean County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 13-00029-03-BR	Fund Type STP-Br	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-307-15	BRS-1477(104)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name E 500 N Rd(CH 40) Route FAS 1477 Length .01
 Termini West of 3600 E Road over Branch of Salt Creek

Current Jurisdiction County TIP Number C-16-03 Existing Structure No 057-5712

Project Description

Remove existing two span reinforced concrete deck girder bridge and replace with a three span slab bridge.

Division of Cost

Type of Work	STP-Br	%	%	LPA	%	Total
Participating Construction	640,000	(*)	()	160,000	(BAL)	800,000
Non-Participating Construction	()	()	()	()	()	
Preliminary Engineering	()	()	()	()	()	
Construction Engineering	()	()	()	()	()	
Right of Way	()	()	()	()	()	
Railroads	()	()	()	()	()	
Utilities	()	()	()	()	()	
Materials	()	()	()	()	()	
TOTAL	\$ 640,000			\$ 160,000		\$ 800,000

* 80% STP-Br funds not to exceed \$640,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C---LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based on final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an "X" in the State Contract field at the top of page 1) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- (27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution
(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

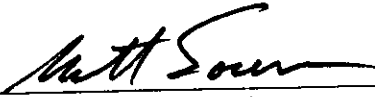
Local Public Agency

Matt Sorensen

Name of Official (Print or Type Name)

County Board Chairperson

Title (County Board Chairperson/Mayor/Village President/etc.)



(Signature)

11-17-15

Date

The above signature certifies the agency's TIN number is 376001569 conducting business as a Governmental Entity.

DUNS Number 176376739

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

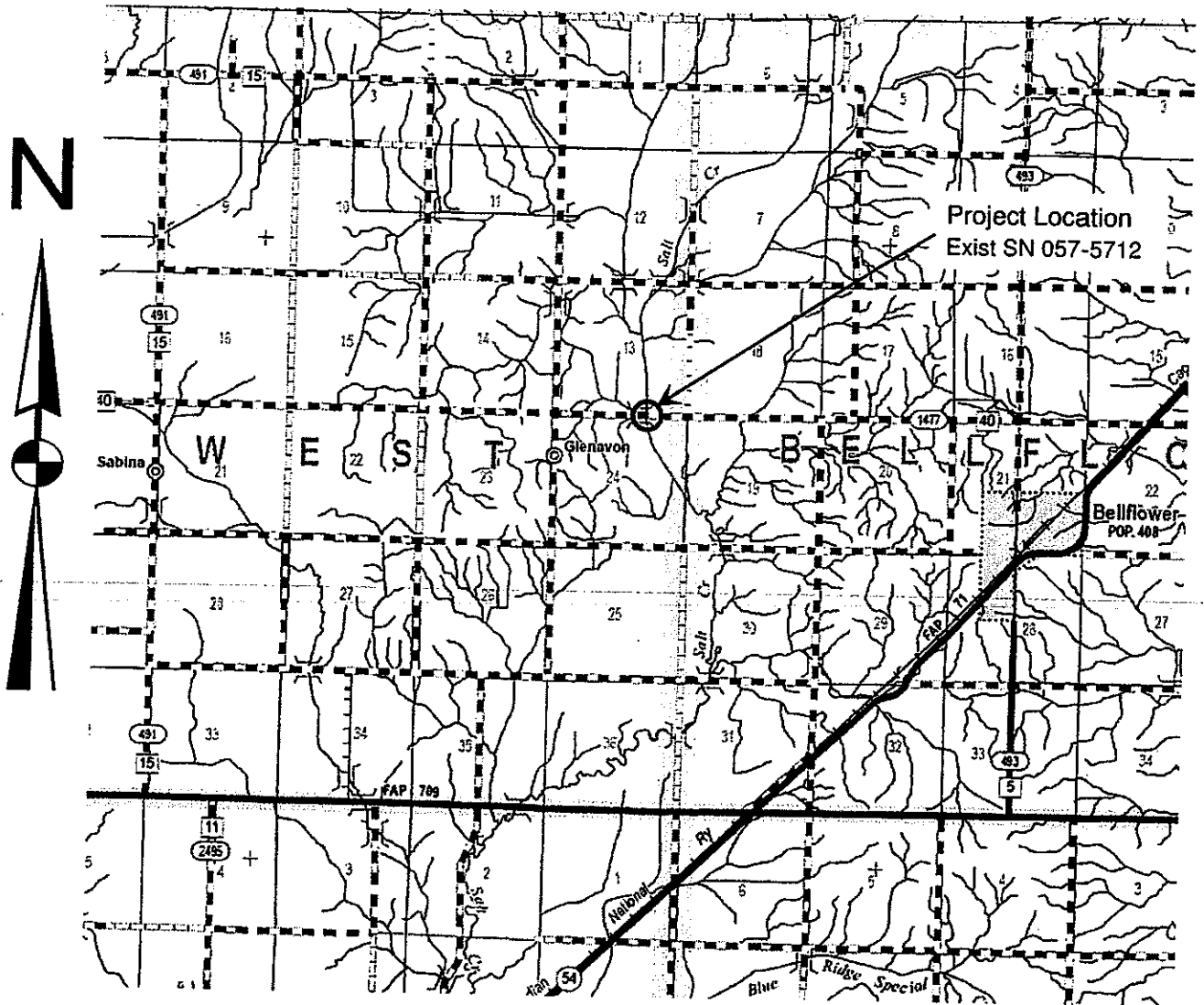
Date

Jim Ofcarcik, Acting Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Addenda Number 1



Location Map

Resolution for Improvement by County
Under the Illinois Highway Code
Arteman Bridge (13-00029-03-BR) - Bridge

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 40, beginning at a point approximately 525 feet West of the Southwest Corner of the Southeast 1/4 of the Southeast 1/4 of Section 13, T22N, R5E, of the 3rd P.M. and extending along said route(s) in a(n) easterly direction to a point approximately 125 feet West of the Southwest Corner of the Southeast 1/4 of the Southeast 1/4 of Section 13, T22N, R5E, of the 3rd P.M., a distance of approximately 400 feet (0.076 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be replacement of the existing bridge with a three span, cast-in place, continuous reinforced concrete slab bridge

and shall be designated as Section 13-00029-03-BR and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract

(Insert either "contract" or "the County through its officers, agents and employees") ; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Two Hundred Twenty-Five Thousand dollars, (\$225,000.00) from the County Bridge Fund for the engineering, right-of-way, and construction of this improvement and,



Matt Sorensen, Chairman – McLean County Board

I, Kathy Michael County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County, at its regular

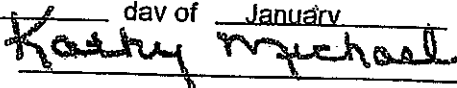
meeting held at Bloomington, IL

on January 20, 2015
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington

of said County, this _____ day of January A.D. 2015

(SEAL)



County Clerk

Approved
Agreement of Understanding
Regional Engineer
Department of Transportation
January 20, 2015
Date



HIGHWAY DEPARTMENT
Eric S Schmitt, County Engineer
Jerry Stokes, Assistant County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: October 29, 2015
TO: Chairman Soeldner and Members of the McLean County Board Transportation Committee
FROM: Eric S. Schmitt, McLean County Engineer

Section 15-00161-04-RS, Gridley Road Resurfacing MFT Resolution

Recommended Action:

The Highway Department recommends approval of the Section 15-00161-04-RS, Gridley Road Resurfacing MFT Resolution to appropriate the funding for the resurfacing of the Gridley Road from US Route 24 to 2700 North Road with HMA Surface Removal, HMA Binder, HMA Surface, and Aggregate Shoulders.

Background:

The existing pavement is showing significant distress and wide spread cracking. The current ADT (Average Daily Traffic) on this section is 1,675. This project will remove 1¼" of the existing HMA surface, place a 1¾" HMA Binder, and a 1½" HMA Surface. The cost of the project is estimated at \$1,960,000.

COLLECT



Illinois Department of Transportation

**Resolution for Improvement by County Under the Illinois Highway Code
Gridley Road (15-00161-04-RS) – MFT**

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 29, beginning at a point near US Route 24 near the Northeast Corner of the NW 1/4 of Sec 9, T25N, R3E of the 3rd P.M.

and extending along said route(s) in a(n) Southerly and Westernly direction to a point near 2700 North Road near the Southwest Corner of the Southeast 1/4 of Section 29, T25N, R3E, of the 3rd P.M.

, a distance of approximately 26,600 feet (5.038 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the resurfacing of the roadway with hot-mix surface removal, hot-mix asphalt binder, hot-mix asphalt surface, aggregate shoulders, and other miscellaneous related items.

and shall be designated as Section 15-00161-04-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by Contract; and
(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Thirty Thousand dollars, (\$30,000.00)

from the County's allotment of Motor Fuel Tax Funds for the engineering of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Matt Sorensen
Matt Sorensen, Chairman – McLean County Board

I, Kathy Michael County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its regular

meeting held at Bloomington, IL

on November 17, 2015
Date

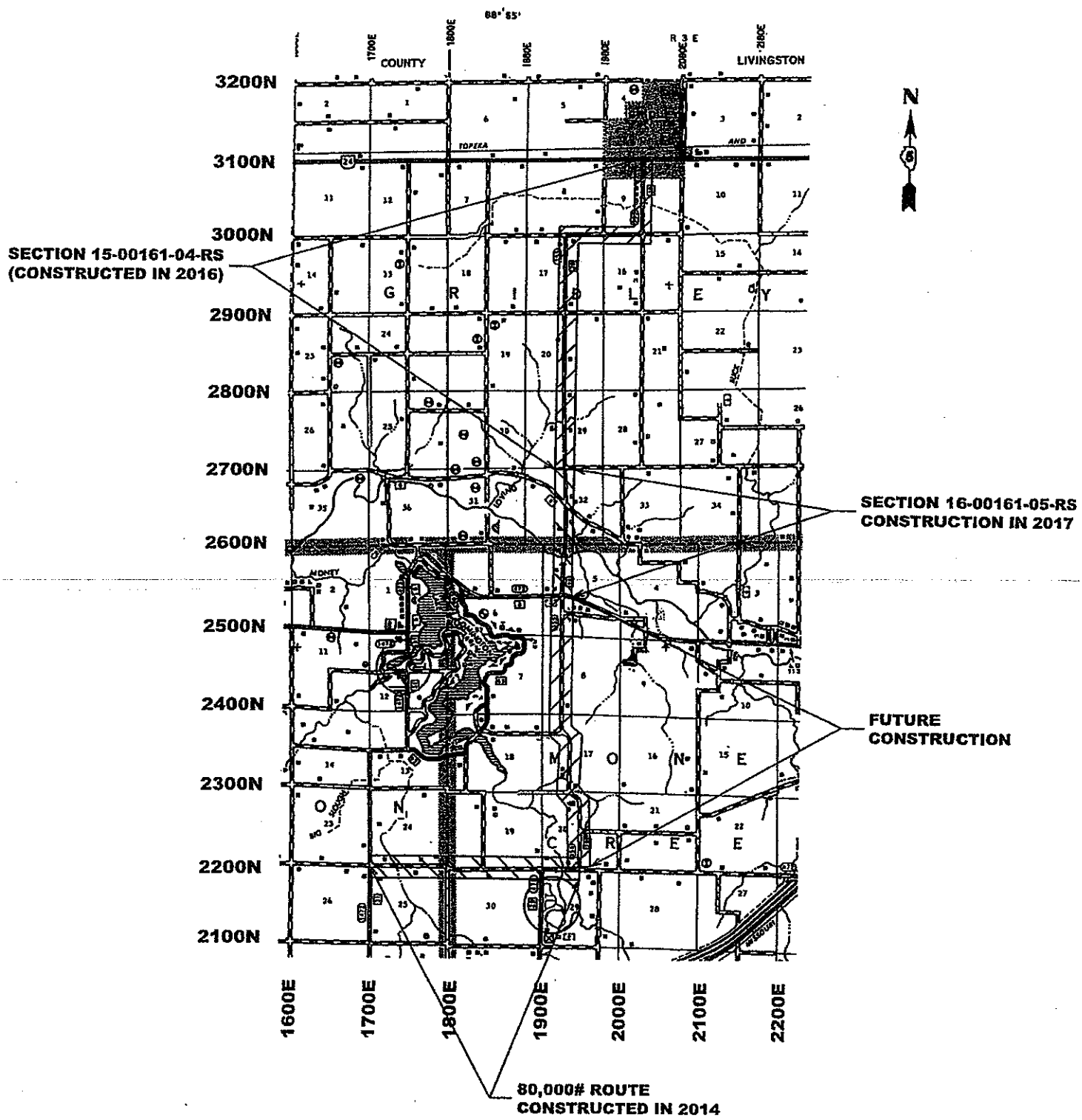
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington

in said County, this 17th day of November A.D. 2015

(SEAL) *Kathy Michael* County Clerk

Approved
_____ Regional Engineer Department of Transportation
_____ Date

McLEAN COUNTY
 LOCATION MAP
 GRIDLEY RD (CH 29)
 15-00161-04-RS



FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the decision of the McLean County Zoning Board of Appeals concerning an application of Brian Bogner, acting as an individual, in case ZV-15-17 on parcel 15-08-179-013. He is requesting a variance in flood plain requirements to allow an existing dwelling to remain in the flood plain and to allow substantial improvement to the dwelling in the R-1 Single Family Residence District; on lot 81 of the 1st Addition to Lamplighter Subdivision which is part of the NW ¼ of Section 8, Township 24N, Range 3E of the 3rd P.M., and located in Towanda Township at 505 Delane Avenue, Towanda, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on November 3, 2015 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their decision as follows:

SURROUNDING ZONING AND LAND USES – The .85 acre property is in the R-1 Single Family Residence District and is occupied by a single family residence. The property is surrounded by land in the R-1 District that is occupied by single family dwellings.

BACKGROUND – The existing dwelling was built on this property, Lot 81 in the 1st Addition to Lamplighter Subdivision, in Permit Number 72-251 and was issued an occupancy permit on July 19, 1973 before flood plain regulations were adopted in McLean County; the County adopted flood plain regulations in 1985. This existing dwelling is located in a Special Flood Hazard Area (flood plain) which is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year. The applicant purchased this property 11 years ago and would like to build an addition that is considered a substantial improvement to the existing dwelling. Approval of this variance is necessary in order for the Federal Emergency Management Agency (FEMA) to allow substantial improvement of a dwelling located in the flood plain. An addition is considered to be substantial if it is equal or above 50 per cent of the market value of the existing dwelling. All of the proposed improvements will be located at least one foot above the base flood elevation (BFE).

ANALYSIS OF STANDARDS - After reviewing all the evidence and testimony presented at the hearing in this case, the Zoning Board of Appeals makes the following analysis of the seven conditions listed in Section 350-41.K.(1) (Conditions to be met for Variances in the Flood Plain) of the McLean County Code as they apply to this variation request is as follows:

1. The development activity cannot be located outside the floodplain. This standard is met. The applicant proposes to add 1560 square feet of living space and 960 square feet of garage space to an existing dwelling that is located on Lot 81 in the 1st Addition to Lamplighter Subdivision which is entirely situated inside a flood plain. All of the proposed improvements will be located at least one foot above the Base Flood Elevation (BFE).
2. An exceptional hardship would result if the variance were not granted. This standard is met. If the variance were not granted, the home owner would not have adequate space to accommodate his growing family and claims that he would likely need to sell the home and move to another location.
3. The relief requested is the minimum necessary. This standard is met. The following square footage is proposed to be added: 570 square feet of living space and 960 feet of garage space on the first floor, and both will be greater than one foot above the BFE; and 990 square feet

of living space will be situated on the 2nd floor which will be greater than 10 feet above the BFE.

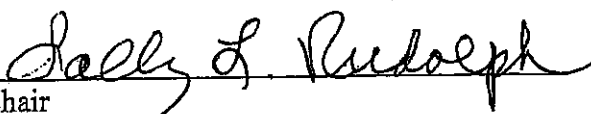
4. There will be no additional threat to public health, safety or creation of a nuisance. This standard is met. The applicant has sump pumps and an electric generator to take care of drainage that approaches the basement of the existing dwelling that is located below the BFE. All of the proposed improvements will be located at least one foot above the BFE.
5. There will be no additional public expense for flood protection, rescue or relief operations, policing, or repairs to roads, utilities, or other public facilities. This standard is met. The applicant has sump pumps and an electric generator to take care of drainage that approaches the basement of the existing dwelling that is located below the BFE. All of the proposed improvements will be located at least one foot above the BFE. The elevations of the roads adjacent to this property are above the BFE and will not be impacted by the proposed addition.
6. The applicant's circumstances are unique and do not establish a pattern inconsistent with the intent of the NFIP. This standard is met. This dwelling was completed in 1973 and built in a flood plain before flood plain regulations were established in the County. The applicant adequately maintains the existing dwelling located in the flood plain and proposes that all of the proposed improvements will be located at least one foot above the BFE.
7. All other state and federal permits have been obtained. This standard is met. The National Flood Insurance Program has requested an exception/variance be obtained with the local community of McLean County prior to finalizing their response.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Code.

Therefore this Board recommends approval to allow a variance in flood plain requirements to allow an existing dwelling to remain in the flood plain and to allow substantial improvement to the dwelling in the R-1 Single Family Residence District, provided all improvements shall be at least one foot above the Base Flood Elevation (BFE) and development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE - The roll call vote was six members for the motion to recommend granting, none opposed and Member Judd was absent.

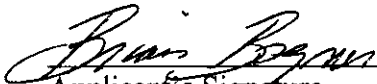
Respectfully submitted by the McLean County Zoning Board of Appeals


Chair

11-5-15
Date


Sally Rudolph, Chair
Drake Zimmerman
Julia Turner
James Finnigan
Brian Bangert
Michael Kuritz

AS AN APPLICANT REQUESTING A VARIANCE TO BUILD A STRUCTURE WITH THE LOWEST FLOOR ELEVATION BELOW THE BASE FLOOD ELEVATION (100-YEAR), THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THE REDUCED FLOOD ELEVATION WILL RESULT IN INCREASED PREMIUM RATES FOR FLOOD INSURANCE UP TO AMOUNTS AS HIGH AS \$25 PER \$100 OF INSURANCE COVERAGE, AND THAT CONSTRUCTION BELOW THE BASE FLOOD LEVEL INCREASES RISKS TO LIFE AND PROPERTY.

 11/3/15
Applicant's Signature Date

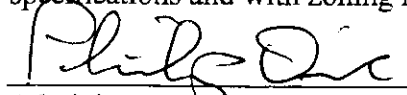
RECORD OF VARIANCE ACTIONS

A Variance request was submitted to the McLean County Zoning Board of Appeals on October 1, 2015. In accordance with the criteria and guidelines of the floodplain regulations in Section 350-41.K.(1) (Conditions to be met for Variances in the Flood Plain) of the McLean County Code, the McLean County Zoning Board of Appeals recommends to the McLean County Board that the variance request in case ZV-15-17 be approved. The McLean County Board hereby approves the above request for variance.

By:  Matt Sorensen, County Board Chair, November 17, 2015
Signature name title date

Decisions of the board: To approve a variance in flood plain requirements to allow an existing dwelling to remain in the flood plain and to allow substantial improvement to the dwelling in the R-1 Single Family Residence District.

Special provisions of variance approval: All improvements shall be at least one foot above the BFE and development shall follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

 Philip Dick, 11-23-15
Administrator's Signature name date

Coclock

APPROPRIATION TRANSFER ORDINANCE
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2015
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN
REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE
HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE County Board of McLean County, Illinois
THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE
THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

Transportation Committee

FUND 0120
DEPT 0055
PGM 0056

Highway Fund
County Highway
Roads & Bridge Construction

DECREASE			INCREASE		
FROM:	ACCOUNT TITLE	AMOUNT	TO:	ACCOUNT TITLE	AMOUNT
0716.0002	Engineering & Design Exp.	25,000.00	0740.0002	Equip Maint. & Repair	25,000.00
		<u>25,000</u>			<u>25,000</u>

FUND 0121
DEPT 0055
PGM 0056

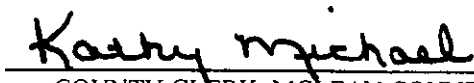
Bridge Matching Fund
County Highway
Roads & Bridge Construction

DECREASE			INCREASE		
FROM:	ACCOUNT TITLE	AMOUNT	TO:	ACCOUNT TITLE	AMOUNT
0716.0001	Maint. Of Roads/Drainage Structure:	30,000.00	0716.0002	Engineering & Design Exp.	30,000.00
		<u>30,000</u>			<u>30,000</u>

ADOPTED BY THE County Board of McLean County, Illinois
THIS 17th DAY OF November, 2015


CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:


COUNTY CLERK, MCLEAN COUNTY

PROPERTY COMMITTEE:

Member McIntyre, Vice Chairman, presented the following:



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX jack.moody@mcleancountyil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. Bill Wasson, County Administrator

From: Jack E. Moody, CFM, Director, Facilities Management

Date: November 6, 2015

Subj: **Electric Supply Bid Results for 2015-2018**

As a result of our last bid for electric supply (power) for all our Ameren electric accounts, we entered into two-year, fixed-price contract with AMEREN (Homefield) Energy on October 15, 2013 at .04102 per kWh (all supply costs) for the contract period of December 2013 through December 2015. That contract saved the County energy costs compared to what we would have paid if we were purchasing supply from the utility.

On October 27, 2015 we solicited bids from seven (7) firms authorized to sell electric supply energy in central Illinois for our next contract period. Those firms were Champion, Homefield, Constellation, Mid-American, Integrys, Suez, and Hudson Energy. Attached please find the bid tabulation sheet and the signed bids from the three firms who submitted bids - Homefield, Constellation, and Mid-American.

Constellation Energy was the low bidder submitting a bid of \$0.05341 per kWh as the fixed price for our future energy supply. However, Constellation Energy uses "Regulatory Out Clauses" in their contract permitting them to pass along energy tariff increases. In layman's terms what this means is they could increase their rate structure per their contract, if the energy tariffs increase, passing along increases to the County.

Homefield Energy does not pass along energy tariff increases, so the bid by Homefield of .05358 per kWh could end up being the lower bid in the future. Because the energy rates change hourly, and because we must sign a contract within a few hours of contract submission, we propose to solicit an updated "refreshed" bid from these two firms on the early morning of Tuesday, November 17th (County Board Day). On that morning we will have current pricing which we can lock-in for the next contract term of December 2015 to December 2018, a three-year contract term and bring this information and contracts to the Property Committee at a stand-up meeting just before County Board. Should the Committee agree to enter into a contract, the County Board Chairman will need to sign the contract that morning so we can transmit it back to the awarded firm.

This memo and the attached are provided as a follow-up to the "Information Item" I presented to the Property Committee on November 5, 2015. This is the same approach we used back in 2013.

Therefore, Facilities Management requests and recommends a stand-up meeting of the Property Committee at the November County Board meeting to present the most current and contractable rates and the related contracts, and I will be making a recommendation as to which firm we should use, and why, at that meeting.

Thank you.
Enclosures

Supplier	Champion	Homefield	Constellation	MidAmerican	Integritys	Suez	Hudson
Energy	\$ -	\$ 0.03230	\$ 0.03238	\$ 0.03419	\$ -	\$ -	\$ -
Losses	\$ -	\$ 0.00202	\$ 0.00203	\$ 0.00230	\$ -	\$ -	\$ -
Capacity	\$ -	\$ 0.01209	\$ 0.01023	\$ 0.01268	\$ -	\$ -	\$ -
Ancillaries	\$ -	\$ 0.00016	\$ 0.00329	\$ 0.00218	\$ -	\$ -	\$ -
Transmission	\$ -	\$ 0.00598	\$ 0.00432	\$ 0.00385	\$ -	\$ -	\$ -
RIS	\$ -	\$ 0.00103	\$ 0.00116	\$ 0.00113	\$ -	\$ -	\$ -
Total Energy Charges	No reply	\$ -	\$ 0.05341	\$ 0.05633	No Bid	No Bid	No Bid

integritys did not submit a bid, since sister company Constellation did. Suez & Hudson cannot supply behind Ameren. Champion did not reply to any communication.

10/27/2015 10/27/2015 10/27/2015 10/27/2015 10/27/2015 10/27/2015 10/27/2015

Lowest Price Refresh 11/17

Approximate Annual kWh 11,200,000

Annual Cost Difference: Constellation v. Homefield \$ (1,904.00) -0.3183%

Advantages:
 Homefield Did not change pricing when capacity cost increased in June 2015
 Homefield Incumbent; all accounts already properly set up for timely invoicing
 Constellation Was supplier prior to Homefield, so there is familiarity with McLean County Government Accounts

Disadvantages:
 Constellation Often uses "Regulatory Out Clause" to pass along tariff increases within contract term

BID PAGE

To Whom It May Concern:

Homefield Energy, who is licensed to sell electrical supply in Central Illinois, and specifically McLean County Illinois, does hereby submit this proposal in accordance with the RFP specifications for the 27 referenced McLean County AmerenIP electrical accounts for the period of **December 2015 Meter Read Date through December 2018 Meter Read Date.** This bid is the total cost per kWh:

Energy:	\$ <u>3.230</u>	per kWh (around the clock)
Losses:	\$ <u>.202</u>	per kWh
Capacity:	\$ <u>1.209</u>	per kWh
Ancillaries:	\$ <u>.016</u>	per kWh
Transmission:	\$ <u>.598</u>	per kWh
RPS:	\$ <u>.103</u>	per kWh (Renewable Portfolio Standard)
TOTAL:	\$ <u>5.358</u>	per kWh (ALL COSTS)

NOTE: No grossing up or pass-throughs are permitted. The total cost per kWh reflects a full requirements/unlimited-use price and each kWh consumed will be billed at this total kWh regardless of use by the accounts included in this bid. McLean County is aware that parts of the above pricing structure will fluctuate from time to time, however the TOTAL cost at the bottom of the column is the total fixed price bid for the contract period stated above. This bid page must be used by all bidders.

Jordan Presberry
Corporate Officer or Agent Signature

Jordan Presberry
Name Printed

Sales Representative
Title

10/27/2015
Date

**McLean County Request for Proposal
Electrical Supply**

McLean County, a body corporate and politic, whose principle offices are located at Government Center, 115 E. Washington Street, Bloomington, Illinois, 61702-2400, seeks proposals for purchasing electrical energy from suppliers authorized to sell electrical energy in McLean County, Illinois.

Proposals will be evaluated uniformly and objectively based upon the criteria contained herein. The firm submitting the proposal that is accepted by McLean County will be contacted to finalize the documents necessary to effectuate an agreement. Proposals must include a contract proposal using the all inclusive fixed price bid submitted. All proposals shall include a minimum of 10 electric energy supply customers and 5 financial credit references.

McLean County reserves the right to accept or reject any proposal for any reason and to award a contract to a single company as deemed most beneficial to the interests of McLean County. McLean County will not be responsible for any costs incurred by suppliers in preparing their proposals. All materials contained in the supplier's proposal shall be considered the property of McLean County and will not be returned.

Pricing Requirements: McLean County requires the following two-year fixed price around-the-clock (ATC) for the term: December 2015 Meter Read Date through December 2018 Meter Read Date.

McLean County requires around the clock fixed pricing for: energy, losses, capacity, ancillaries, transmission, and RPS (Renewable Portfolio Standard as required by law). No grossing up or pass-throughs are permitted. No evergreen or automatic renewal language will be accepted. Awarded firm shall invoice using full disclosure invoices. All invoices shall disclose the actual kWh for each account for each billing cycle. All accounts will be separately invoiced each billing cycle, with Ameren billing directly for distribution charges. All monthly invoices shall be sent to Director, Facilities Management, McLean County, 104 W. Front Street, Bloomington, IL 61702-2400 via email each billing cycle. Email address is jack.moody@mcleancountyil.gov

All proposals must include a copy of bidder's electric contract for review as well as a copy of bidder's financials. McLean County shall not consider proposals that fail to provide the information herein requested by the submission deadline listed below. Bidder must provide Moody's or S & P credit rating or if a privately held firm, a copy of the most recent summary audited financials. This private information will not be shared with anyone outside of McLean County.

BID PAGE MUST BE COMPLETED AND RETURNED BY RESPONDENTS TO THIS RFP!

Deadline for Submission: Vanguard Energy Services, LLC shall receive, on behalf of McLean County Government, all proposals for service delivery via e.mail by **2:00 p.m. (CST) on October 27, 2015.** Late proposals will not be considered by McLean County. Changes to proposals will not be permitted after bid submission.

McLean County retains the right to cancel this RFP and discontinue this project at any time for any reason at its sole discretion. Issuance of this RFP does not obligate McLean County in any way to purchase any products or services.

Submit Proposals via email to:

**BOTH EMAIL ACCOUNTS MUST
BE INCLUDED IN RESPONSES.**

Contact	Patty Magana & Joe Cooper
Address	850 East Diehl Road
	Suite 142
	Naperville, IL 60563
Phone	630-955-1500 #108
Fax	630-955-0989
E-Mails	powerquote@vanguardenergy.net jcooper@vanguardenergy.net

Account information

Electric Ameren Account Numbers: (27 accounts)
Ameren PIN Number 01254-04016

Facility	Account #s/ESI IDs	Meter #s	Street	City
EMA Garage	21683-23851	92264848	903 N. Main Street	Normal
JDC	78951-56491	92264449	903 N. Main Street	Normal
Old Courthouse	12854-95053	06995523	200 N. Main Street	Bloomington
Nursing Home	23550-75373	80650249	901 N. Main Street	Normal
LJC	90576-92497	47700962	104 W. Front Street	Bloomington
Animal Control	93859-77933	92974714	9279 N. 1375 East Rd.	Bloomington
Fairview	32684-99213	92264238	905 N. Main Street	Normal
Govt. Center	27971-22253	93126773	115 E. Washington Street	Bloomington
G. Ctr Lot Hut	62333-67213	92263929	115 E. Washington Street	Bloomington
Health Department Accounts				
2nd floor East	56160-00650	91715371	200 W. Front Street	Bloomington
Fire Pump	92425-84334	06202531	200 W. Front Street	Bloomington
3rd Floor	15550-82575	91713181	200 W. Front Street	Bloomington
1st flr East Side	23219-31538	06202530	200 W. Front Street	Bloomington
2nd Floor	33788-52818	91713180	200 W. Front Street	Bloomington
House Meter	51170-87218	92264421	200 W. Front Street	Bloomington
1st Floor West	98325-18253	94448368	200 W. Front Street	Bloomington
1st Floor	60417-91859	06202742	200 W. Front Street	Bloomington
3rd Floor	08339-32659	92615594	200 W. Front Street	Bloomington
4th Floor	10283-77773	91713182	200 W. Front Street	Bloomington
SW Corner 4th Flr	42222-12974	91811121	200 W. Front Street	Bloomington
4th Floor	78812-60813	91713179	200 W. Front Street	Bloomington
5th Floor	15878-29932	91715367	200 W. Front Street	Bloomington
5th Floor North	83408-56659	91715370	200 W. Front Street	Bloomington
2nd Floor	73580-11057	91715374	200 W. Front Street	Bloomington
NE 5th Floor	55412-45290	91715369	200 W. Front Street	Bloomington
CASA 5th Floor	13279-75052	91715373	200 W. Front Street	Bloomington
CASA 5th Floor	08751-85459	91715368	200 W. Front Street	Bloomington

Addresses of Above McLean County Facilities:

McLean Co. Emergency Mgt. Agency, 903 N. Main Street, Normal, IL 61761
 McLean Co. Juvenile Detention Center, 903 N. Main Street, Normal, IL 61761
 McLean Co. Museum of History, 200 N. Main Street, Bloomington, IL 61701
 McLean Co. Nursing Home, 901 N. Main Street, Normal, IL 61761
 McLean Co. Law and Justice Center, 104 W. Front Street, Bloomington, IL 61702-2400
 McLean Co. Animal Control, 9279 N. 1375 East Rd., Bloomington, IL 61704
 Fairview Building, 905 N. Main Street, Normal, IL 61761
 Government Center, 115 E. Washington Street, Bloomington, IL 61701
 Government Center Parking Lot Hut, 115 E. Washington Street, Bloomington, IL 61701
 McLean Co. Health Department, 200 W. Front Street, Bloomington, IL 61701

BID PAGE

To Whom It May Concern:

Constellation Energy, who is licensed to sell electrical supply in Central Illinois, and specifically McLean County Illinois, does hereby submit this proposal in accordance with the RFP specifications for the 27 referenced McLean County AmerenIP electrical accounts for the period of **December 2015 Meter Read Date through December 2018 Meter Read Date.** This bid is the total cost per kWh:

Energy:	\$.03238	per kWh (around the clock)
Losses:	\$.00203	per kWh
Capacity:	\$.01023	per kWh
Ancillaries:	\$.00329	per kWh
Transmission:	\$.00432	per kWh
RPS:	\$.00116	per kWh (Renewable Portfolio Standard)
TOTAL:	\$.05341	per kWh (ALL COSTS)

NOTE: No grossing up or pass-throughs are permitted. The total cost per kWh reflects a full requirements/unlimited-use price and each kWh consumed will be billed at this total kWh regardless of use by the accounts included in this bid. McLean County is aware that parts of the above pricing structure will fluctuate from time to time, however the TOTAL cost at the bottom of the column is the total fixed price bid for the contract period stated above. This bid page must be used by all bidders.

Alicia Armenta

Corporate Officer or Agent Signature

Alicia Armenta

Name Printed

Business Development Mgr

Title

10/27/2015

Date

**McLean County Request for Proposal
Electrical Supply**

McLean County, a body corporate and politic, whose principle offices are located at Government Center, 115 E. Washington Street, Bloomington, Illinois, 61702-2400, seeks proposals for purchasing electrical energy from suppliers authorized to sell electrical energy in McLean County, Illinois.

Proposals will be evaluated uniformly and objectively based upon the criteria contained herein. The firm submitting the proposal that is accepted by McLean County will be contacted to finalize the documents necessary to effectuate an agreement. Proposals must include a contract proposal using the all inclusive fixed price bid submitted. All proposals shall include a minimum of 10 electric energy supply customers and 5 financial credit references.

McLean County reserves the right to accept or reject any proposal for any reason and to award a contract to a single company as deemed most beneficial to the interests of McLean County. McLean County will not be responsible for any costs incurred by suppliers in preparing their proposals. All materials contained in the supplier's proposal shall be considered the property of McLean County and will not be returned.

Pricing Requirements: McLean County requires the following two-year fixed price around-the-clock (ATC) for the term: December 2015 Meter Read Date through December 2018 Meter Read Date.

McLean County requires around the clock fixed pricing for: energy, losses, capacity, ancillaries, transmission, and RPS (Renewable Portfolio Standard as required by law). No grossing up or pass-throughs are permitted. No evergreen or automatic renewal language will be accepted. Awarded firm shall invoice using full disclosure invoices. All invoices shall disclose the actual kWh for each account for each billing cycle. All accounts will be separately invoiced each billing cycle, with Ameren billing directly for distribution charges. All monthly invoices shall be sent to Director, Facilities Management, McLean County, 104 W. Front Street, Bloomington, IL 61702-2400 via email each billing cycle. Email address is jack.moody@mcleancounty.il.gov

All proposals must include a copy of bidder's electric contract for review as well as a copy of bidder's financials. McLean County shall not consider proposals that fail to provide the information herein requested by the submission deadline listed below. Bidder must provide Moody's or S & P credit rating or if a privately held firm, a copy of the most recent summary audited financials. This private information will not be shared with anyone outside of McLean County.

BID PAGE MUST BE COMPLETED AND RETURNED BY RESPONDENTS TO THIS RFP!

Deadline for Submission: Vanguard Energy Services, LLC shall receive, on behalf of McLean County Government, all proposals for service delivery via e.mail by 2:00 p.m. (CST) on October 27, 2015. Late proposals will not be considered by McLean County. Changes to proposals will not be permitted after bid submission.

McLean County retains the right to cancel this RFP and discontinue this project at any time for any reason at its sole discretion. Issuance of this RFP does not obligate McLean County in any way to purchase any products or services.

Submit Proposals via email to:

**BOTH EMAIL ACCOUNTS MUST
BE INCLUDED IN RESPONSES.**

Contact	Patty Magana & Joe Cooper
Address	850 East Diehl Road
	Suite 142
	Naperville, IL 60563
Phone	630-955-1500 #108
Fax	630-955-0989
E-Mails	powerquote@vanguardenergy.net jcooper@vanguardenergy.net

Account information

Electric Ameren Account Numbers: (27 accounts)

Ameren PIN Number 01254-04016

Facility	Account #s/ESI IDs	Meter #s	Street	City
EMA Garage	21683-23851	92264848	903 N. Main Street	Normal
JDC	78951-56491	92264449	903 N. Main Street	Normal
Old Courthouse	12854-95053	06995523	200 N. Main Street	Bloomington
Nursing Home	23550-75373	80650249	901 N. Main Street	Normal
LIC	90576-92497	47700962	104 W. Front Street	Bloomington
Animal Control	93859-77933	92974714	9279 N. 1375 East Rd.	Bloomington
Fairview	32684-99213	92264238	905 N. Main Street	Normal
Govt. Center	27971-22253	93126773	115 E. Washington Street	Bloomington
G. Ctr Lot Hut	62333-67213	92263929	115 E. Washington Street	Bloomington
Health Department Accounts				
2nd floor East	56160-00650	91715371	200 W. Front Street	Bloomington
Fire Pump	92425-84334	06202531	200 W. Front Street	Bloomington
3rd Floor	35550-82575	91713181	200 W. Front Street	Bloomington
1st flr East Side	23219-31538	06202530	200 W. Front Street	Bloomington
2nd Floor	33788-52818	91713180	200 W. Front Street	Bloomington
House Meter	51170-87218	92264421	200 W. Front Street	Bloomington
1st Floor West	98325-18253	94448368	200 W. Front Street	Bloomington
1st Floor	60417-91859	06202742	200 W. Front Street	Bloomington
3rd Floor	08339-32659	92615594	200 W. Front Street	Bloomington
4th Floor	10283-77773	91713182	200 W. Front Street	Bloomington
SW Corner 4th Flr	42222-12974	91811121	200 W. Front Street	Bloomington
4th Floor	78812-60813	91713179	200 W. Front Street	Bloomington
5th Floor	15878-29932	91715367	200 W. Front Street	Bloomington
5th Floor North	83408-56659	91715370	200 W. Front Street	Bloomington
2nd Floor	73580-11057	91715374	200 W. Front Street	Bloomington
NE 5th Floor	55412-45290	91715369	200 W. Front Street	Bloomington
CASA 5th Floor	13279-75052	91715373	200 W. Front Street	Bloomington
CASA 5th Floor	08751-85459	91715368	200 W. Front Street	Bloomington

Addresses of Above McLean County Facilities:

McLean Co. Emergency Mgt. Agency, 903 N. Main Street, Normal, IL 61761
 McLean Co. Juvenile Detention Center, 903 N. Main Street, Normal, IL 61761
 McLean Co. Museum of History, 200 N. Main Street, Bloomington, IL 61701
 McLean Co. Nursing Home, 901 N. Main Street, Normal, IL 61761
 McLean Co. Law and Justice Center, 104 W. Front Street, Bloomington, IL 61702-2400
 McLean Co. Animal Control, 9279 N. 1375 East Rd., Bloomington, IL 61704
 Fairview Building, 905 N. Main Street, Normal, IL 61761
 Government Center, 115 E. Washington Street, Bloomington, IL 61701
 Government Center Parking Lot Hut, 115 E. Washington Street, Bloomington, IL 61701
 McLean Co. Health Department, 200 W. Front Street, Bloomington, IL 61701

BID PAGE

To Whom It May Concern:

MidAmerican Energy Company, who is licensed to sell electrical supply in Central Illinois, and specifically McLean County Illinois, does hereby submit this proposal in accordance with the RFP specifications for the 27 referenced McLean County AmerenIP electrical accounts for the period of **December 2015 Meter Read Date through December 2018 Meter Read Date**. This bid is the total cost per kWh:

Energy:	\$.03419	per kWh (around the clock)
Losses:	\$.00230	per kWh
Capacity:	\$.01268	per kWh
Ancillaries:	\$.00218	per kWh
Transmission:	\$.00385	per kWh
RPS:	\$.00113	per kWh (Renewable Portfolio Standard)
TOTAL:	\$.05633	per kWh (ALL COSTS)

NOTE: No grossing up or pass-throughs are permitted. The total cost per kWh reflects a full requirements/unlimited-use price and each kWh consumed will be billed at this total kWh regardless of use by the accounts included in this bid. McLean County is aware that parts of the above pricing structure will fluctuate from time to time, however the TOTAL cost at the bottom of the column is the total fixed price bid for the contract period stated above. This bid page must be used by all bidders.

J. P. Kelleher
Corporate Officer or Agent Signature

Jack P. Kelleher
Name Printed

Vice President, Unregulated Retail Services
Title

10/27/2015
Date

SCHEDULE A
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND COUNTY OF MCLEAN IL

DATE: October 27, 2015

These Schedules are being entered into pursuant to and in accordance with the Retail Electric Supplier Agreement between Customer and MidAmerican (the "Retail Electric Supplier Agreement"). The pricing contained on Schedule B is indicative until signed by both parties and shall be valid after 5 p.m. Central Time on October 27, 2015 only at MidAmerican's sole discretion.

These Schedules identify the list of State and/or Delivery Company specific terms, Customer's properties, contact information, Energy Services Prices, Term and Quantities of Electric Energy, if applicable, covered by these Schedules. Notwithstanding anything to the contrary, any conflict between these Schedules and the Retail Electric Supplier Agreement will be resolved in favor of these Schedules. Customer acknowledges that any conflict between the Retail Electric Supplier Agreement, and Customer's request for proposal, pricing or solicitation documents, will be resolved in favor of the Retail Electric Supplier Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Retail Electric Supplier Agreement.

This Schedule A replaces in its entirety any prior Schedule A currently in effect between Customer and MidAmerican, relating to Customer's properties identified below, effective on or after the account estimated start date listed on Schedule A, UNLESS the term of a previously executed Schedule A extends beyond the term of this Schedule A. Both parties shall fulfill their obligations through the Term of any executed Schedule A.

The parties agree that the laws of the State of Illinois govern these Schedules.

LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Account Number	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date
McLean County Health Dept	0833932659	200 W Front Street 3rd floor Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Health Dept	0875185459	200 W Front Street CASA 5th floor Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Health Dept	1028377773	200 W Front Street 4th Floor Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Museum of History	1285495053	200 N Main Street Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Health Dept	1327975052	200 W Front Street CASA 5th Floor Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Health Dept	1555082575	200 W Front Street 3rd Floor Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Health Dept	1587829932	200 W Front Street 5th floor Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Emergency Services	2168323851	903 N Main Street Normal, IL 61761	Ameren Illinois Company (IP Rate 3)	12/10/2015	12/12/2018
McLean County Health Dept	2321931538	200 W Front Street 1st Floor East Side Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Nursing Home	2355075373	901 N Main Street Normal, IL 61761	Ameren Illinois Company (IP Rate 3)	12/10/2015	12/12/2018

ID: 514087
 RESASCH1W-RP12 7/8/2015

Schedule A Page 1 of 3

Contract Number: _____
 Offer: 1371010

SCHEDULE A
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND COUNTY OF MCLEAN IL

DATE: October 27, 2015

LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Account Number	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date
McLean County Government Center	2797122253	115 E Washington Street Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Fairview Building	3268499213	905 N Main Street Normal, IL 61761	Ameren Illinois Company (IP Rate 3)	12/10/2015	12/12/2018
McLean County Health Dept	3378852818	200 W Front Street 2nd Floor Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Health Dept	4222212974	200 W Front Street 4th floor Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Health Dept	5117087218	200 W Front Street House Meter Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Health Dept	5541245290	200 W Front Street Court Services 5th floor Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Health Dept	5616000650	200 W Front Street Bloomington, IL 61701- 5048	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Health Dept	6041791859	200 W Front Street 1st Floor Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Government Center Parking Lot Hut	6233367213	115 E Washington Street Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Health Department	7358011057	200 West Front Street 2nd Floor Bloomington, IL 61701- 5048	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Health Dept	7881260813	200 W Front Street 4th floor Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Juvenile Detention Center	7895156491	903 N Main Street Normal, IL 61761	Ameren Illinois Company (IP Rate 3)	12/10/2015	12/12/2018
McLean County Health Dept	8340856659	200 W Front Street 5th floor north Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Law & Justice Center	9057692497	104 West Front Street Bloomington, IL 61702	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Health Dept.	9242584334	200 W Front Street Fire Pump Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018
McLean County Animal Control Center	9385977933	9279 N 1375 East Rd Bloomington, IL 61704	Ameren Illinois Company (IP Rate 3)	11/30/2015	11/30/2018
McLean County Health Dept	9832518253	200 W Front Street 1st Floor West Bloomington, IL 61701	Ameren Illinois Company (IP Rate 3)	12/22/2015	12/24/2018

SCHEDULE A
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND COUNTY OF MCLEAN IL

DATE: October 27, 2015

PLEASE SELECT APPLICABLE BILLING OPTIONS:

- Individual invoices will be mailed to the Service Addresses listed above.
- Individual invoices will be mailed to the Billing Address listed below for all properties:

Company Name:	
Attention to:	
Title:	
Address:	
City, State, Zip:	
Phone No:	
Fax No:	

- Unless specifically requested, MidAmerican will bill the customer using the Single Bill Option. For Dual Billing, select here.

NOTICES. All written notices must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

For MidAmerican Energy Company	
Company Name:	MidAmerican Energy Company
Attention to:	Unregulated Retail Services Electric Contract Administration
Address:	4299 NW Urbandale Drive
City, State, Zip:	Urbandale, IA 50322
Phone No:	(800) 432-8574
Fax No:	(515) 242-4354
E-mail address:	ContractAdmin-Electric@midamerican.com

For Customer	
Company Name:	County of McLean IL
Attention to:	
Title:	
Address:	104 West Front Street
City, State, Zip:	Bloomington, IL 61702
Phone No:	(309) 888-5192
Fax No:	
E-mail address:	

Members McIntyre and Owens moved the County Board approve a Request for Approval of Electric Contract for Energy Supply for 2015-2018 - Facilities Management. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.



PROPERTY COMMITTEE:
Member McIntyre, Vice Chairman, presented the following:

DEPARTMENT OF PARKS AND RECREATION
(309)434-6770 FAX (309)726-2025 www.mcleancountyil.gov/parks
13001 Recreation Area Dr. Hudson. IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Michael J. Steffa, Director of Parks and Recreation

DATE: October 29, 2014

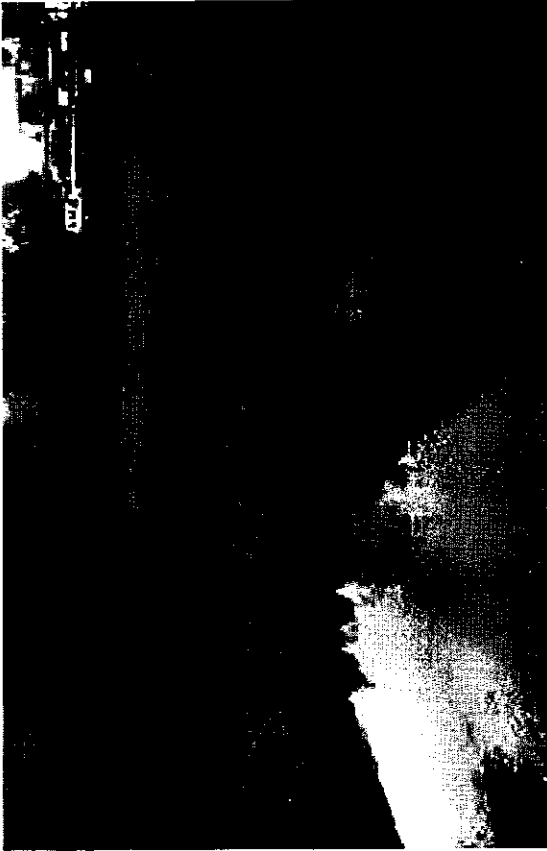
RE: Request Authorization to Construct Tributary 2 – Streambank Stabilization and Riffle Structure Project at COMLARA Park/Evergreen Lake

The Park’s Department, along with the City of Bloomington and the McLean County Soil and Water Conservation District (MCSWCD) are continuing to incorporate projects that will reduce the amount of sediment emptying into Evergreen Lake and Lake Bloomington. This is all part of a 2005 Watershed Plan made up from staff from the County, City, MCSWCD, and several conservation and environmental groups. In 2011 a fairly large project was completed on the south end of COMLARA Park known as the Tributary 3 Streambank Stabilization and Wetland Demonstration Area with great success. Most recently, the City of Bloomington completed a Shoreline Protection project on the northwest corner of Lake Bloomington. As a result of the project coming in under budget, Friends of Reservoirs grant monies were left over, along with the City of Bloomington’s portion of the project. A proposal was brought forward by the Watershed Committee to complete streambank stabilization and riffle structures (Please see attachment) on the tributary just west of Tributary 3, known as Tributary 2 (Please see map attached).

This project would have several benefits for the citizens of McLean County and the surrounding area. First, it would serve as an additional learning tool for the local farming community for best practices for land stewardship to reduce the amount of soil run-off during peak flood events, thus reducing the amount of phosphates, nitrates, sulfates, and other possible chemicals entering the water supply. Second, it would greatly reduce the amount of streambank erosion reducing the amount of sediment going into Evergreen Lake. Lastly, it could lead to increased spawning success in multiple fish species and could be used as a migratory stopover site by wetland and shore birds.

The total cost for this project will be \$71,000.00. A grant from the Friends of Reservoirs in the amount of \$20,000.00 and funding from the City of Bloomington in the amount of \$51,000.00 will cover the cost of this project. There will be no direct costs for the McLean County Department of Parks & Recreation. The Park Director will continue to help consult with this project. If approved, this project will likely start as soon as December 1, 2015 and be completed in less than two weeks with favorable weather conditions.

Therefore, the Park’s Department is requesting authorization to construct this Streambank Stabilization and Riffle Structure Project.



SHORELINE/STREAMBANK EROSION



STREAMBANK STABILIZATION



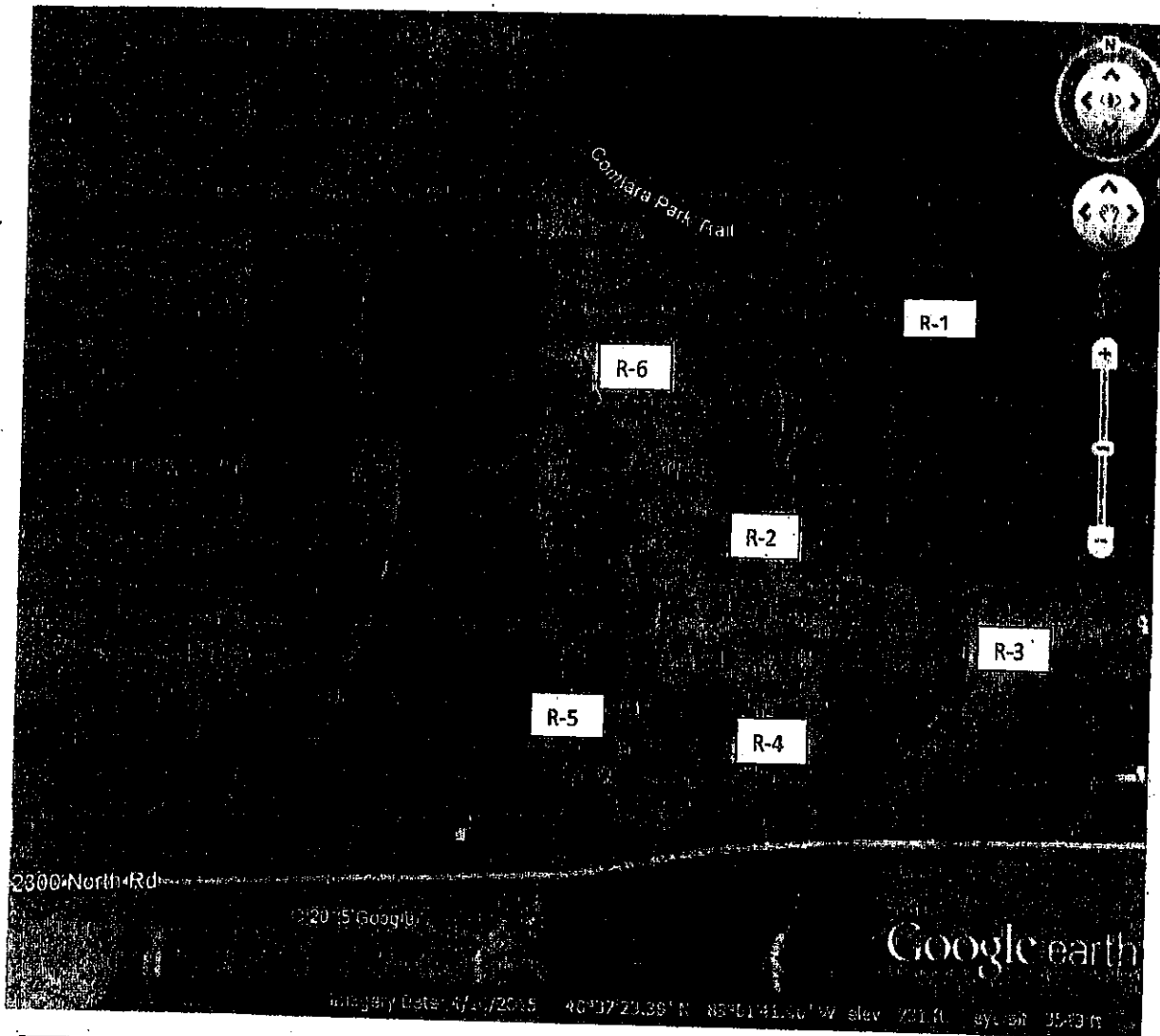
RIFFLE STRUCTURE



Lake Evergreen Tributary 2 Rock Riffle Project

T25N, R2E, Sec. 18

McLean County, IL



Members McIntyre and Segobiano moved the County Board approve a Request for Approval to construct a Tributary 2 - Streambank Stabilization and Riffle Structure Project at COMLARA Park/Evergreen Lake - Parks and Recreation. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

PROPERTY COMMITTEE:
Member McIntyre, Vice Chairman, presented the following:



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX jack.moody@mcleancountyil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. Bill Wasson, County Administrator

From: Jack E. Moody, CFM
Director, Facilities Management

Date: October 12, 2015

Subj: **Trash and Recycle Collection Services for 2016-2018**

Our current three-year fixed price contracts for refuse and recycle collection services expire on December 31, 2015. On September 23, 2015, we advertised a Request for Proposals and mailed eight (8) bid packets to area refuse and recycle collection service companies. On October 9, 2015, as advertised, we conducted the bid opening in the County Auditor's Office. A total of four (4) firms submitted fix price bids for the next three-year contract period beginning January 1, 2016 to December 31, 2018.

Attached, is the Bid Tabulation sheet for the bids. For your convenience the bold numbers show the low bid for each category of service. Also attached is another sheet showing a comparison of each bid for each category of service with the last column showing the current pricing we have been paying for the past three years. We have also included all the contracts for this next term.

Ms. Hannah Eisner, First Assistant State's Attorney, has reviewed all enclosed contracts and has deemed them consistent with our standard refuse collection contracts.

We therefore request and recommend the enclosed contracts be approved by the Property Committee at the November meeting.

Thank you for your kind consideration of this matter.

JEM: enclosures

Cc: Ms. Hannah Eisner

**Bid Opening Tabulation Sheet – Refuse, Recycling, and Confidential Paper Shredding Collection Services for 2016 - 2018
 County of McLean Facilities - Bid Opening at 2:00 p.m., Friday, October 9, 2015 (at Auditor's Office)
 (January 1, 2016 – December 31, 2018) Bids (3-year fixed dollars - bids are for each month of the thirty six months)**

Bidder:	1A	1B	2	3	4	5	6	7A	7B	8	9A	9B
1. <u>Area Disp.</u>	<u>450.00</u>	<u>No Bid</u>	<u>195.00</u>	<u>585.00</u>	<u>60.00</u>	<u>No Bid</u>	<u>No Bid</u>	<u>60.00</u>	<u>No Bid</u>	<u>165.00</u>	<u>60.00</u>	<u>No Bid</u>
					<u>90.24</u>							
2. <u>Republic</u>	<u>378.00</u>	<u>No Bid</u>	<u>259.00</u>	<u>422.00</u>	<u>78.00</u>	<u>378.00</u>	<u>98.00</u>	<u>87.00</u>	<u>No Bid</u>	<u>163.00</u>	<u>87.00</u>	<u>No Bid</u>
						<u>210.00</u>	<u>35.00</u>					
						<u>99.00</u>						
						<u>210.00</u>						
						<u>210.00</u>						
						<u>200.00</u>						
3. <u>Midwest Fiber</u>	<u>No Bid</u>	<u>77.00</u>	<u>No Bid</u>	<u>No Bid</u>	<u>No Bid</u>	<u>No Bid</u>	<u>No Bid</u>	<u>No Bid</u>	<u>34.00</u>	<u>No Bid</u>	<u>No Bid</u>	<u>34.00</u>

Confidential Paper Shredding Bids (Bid 10): Bid is fixed price per bin when shredded as needed.

C.O.P.S. Cost per bin when shredded: (bins are provided at no charge)
\$7.00

Refuse, Recycling, and Shredding Collection Services for McLean County Facilities: 2016-2018

<u>Facility:</u>	<u>Service:</u>	<u>2016-2018 Vendor:</u>	<u>2016-2018 Monthly Price:</u>	<u>Expiring Contract Price:</u>
1A Law and Justice Center	Refuse	Republic	378.00	367.00
1B Law and Justice Center	Recycling	Midwest	77.00	70.00
2 Government Center	Refuse	Area Disp.	195.00	199.18
3 Nursing Home	Refuse	Republic	422.00	410.00
4 Highway	Refuse	Area Disp.	90/60	64.26
5 COMLARA	Refuse	Republic	99/210/378/210/200	275.75
6 Animal Control	Refuse	Republic	35/98	75.00
7A Juvenile Detention	Refuse	Area Disp.	60.00	59.75
7B Juvenile Detention	Recycling	Midwest	34.00	25.00
8 200 W. Front	Refuse	Republic	163.00	158.00
9A MetCom	Refuse	Area Disp.	60.00	59.75
9B MetCom	Recycling	Midwest	34.00	30.00
On-Site Shredding	Shredding	C.O.P.S.	7.00	6.00

Members McIntyre and Segobiano moved the County Board approve a Request for Approval of Refuse, Recycling and Shredding Contracts for 2016-2018 - Facilities Management. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

PROPERTY COMMITTEE:
Member Caisley, presented the following:

CONTRACT FOR RECYCLING COLLECTION SERVICES

This CONTRACT entered into this 17th day of November, 2015, by and between the County of McLean, a body corporate and politic (hereinafter COUNTY), and Midwest Fiber Recycling, 422 White Oak Road, Normal, Illinois 61761 (hereinafter MIDWEST FIBER), pursuant to the following terms and conditions.

1. MIDWEST FIBER is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as to the manner and means of performing the services and obligations of this contract. However, COUNTY reserves the right to inspect MIDWEST FIBER 'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. MIDWEST FIBER is obligated to furnish at its own expense, all the necessary labor, equipment, tools, supplies, and materials.

2. MIDWEST FIBER shall save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

MIDWEST FIBER shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of MIDWEST FIBER 'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of MIDWEST FIBER or any subcontractor for any payments under any worker's compensation insurance carried on behalf of MIDWEST FIBER or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

In the event the COUNTY'S machinery or equipment is used by MIDWEST FIBER or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of MIDWEST FIBER during the period of such use by COUNTY or any subcontractor, and if any person or persons in the employment of the COUNTY should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of MIDWEST FIBER .

Members McIntyre and Segobiano moved the County Board approve a Request for Approval of Refuse, Recycling and Shredding Contracts for 2016-2018 - Facilities Management

(1) Midwest Fiber Recycling

Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

Page two

3. MIDWEST FIBER shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.
4. In accordance with your proposal of October 9, 2015, and the bid requirements contained therein, the initial term of this Contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2016, and terminating at 12:59 p.m. on December 31, 2018.
5. MIDWEST FIBER shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:
 - {a} Comprehensive General Liability Insurance including Contractual Liability (which insures MIDWEST FIBER 'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
 - {b} Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
 - {c} Worker's Compensation Insurance in accordance with Illinois law.
 - {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

MIDWEST FIBER shall provide COUNTY a Certificate of Insurance in a form of certificates executed by the respective insurance companies and filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to COUNTY". In addition, said certificates shall list "the County of McLean, and its officers, agents, and employees as additional insured on all required insurance policies".

6. MIDWEST FIBER shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

8. MIDWEST FIBER shall perform duties of recycling collection services at the following COUNTY facilities, as specified in the original bid specifications, ("Exhibit A - Bid Specifications"), and MIDWEST FIBER 'S bid proposal(s), from January 1, 2016, through December 31, 2018, for the following fixed-price fees for the 36 months of the contract period in accordance with your bid of October 9, 2015.

<u>County Facility:</u>	<u>Fixed Monthly Fee for Three (3) Years:</u>
Law and Justice Center 104 W. Front Street Bloomington, Illinois	\$77.00 per month for Recycling Collection and Cart Rental (Bid #1B) (carts included)
MetCom 2411 E. Empire Street Bloomington, Illinois	\$34.00 per month for Recycling Collection and Cart Rental (Bid #9B) (carts included)
McLean Co. Juvenile Detention 903 N. Main Street Normal, Illinois	\$34.00 per month for Recycling Collection and Cart Rental (Bid # 7B) (carts included)

9. MIDWEST FIBER warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for shall be free from defects and MIDWEST FIBER shall promptly repair or replace any items which are defective during the term of this Contract.

10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.

11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.

13. This Contract may not be assigned or subcontracted by MIDWEST FIBER to any person or entity without the express written consent of COUNTY.

14. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

15. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

Page four

16. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, mutually agreed and signed by the parties hereto.

17. All necessary and ordinary communications, submittals, approvals, requests, and notices and invoices related to this Contract shall be issued or received by:

If to County: Director, Facilities Management
McLean County
104 W. Front Street
Bloomington, Illinois 61702-2400
Phone: (309) 888-5192

If to MIDWEST FIBER: Midwest Fiber Recycling
422 White Oak Road
Normal, Illinois 61761
Phone: (309) 452-0064 or (309) 205-0526
Attn: Mr. Mike Kirlin

18. Parties agree that the foregoing and the attached document(s) constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

Adopted by the McLean County Board of McLean County, this 17th day of November, 2015.

APPROVED:

ATTEST:

Chairman of the McLean County
Board

MIDWEST FIBER RECYCLING

Attest:

Clerk of the McLean County
Board

MIDWEST FIBER RECYCLING

Members McIntyre and Segobiano moved the County Board approve a Request for Approval of Refuse, Recycling and Shredding Contracts for 2016-2018 - Facilities Management

- (1) Midwest Fiber Recycling
- (2) Area Disposal Services, Inc.
- (3) Allied Waste Services (Republic)
- (4) C.O.P.S. On-Site Shredding

Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

PROPERTY COMMITTEE:

Member McIntyre, Vice Chairman, presented the following:

CONTRACT FOR REFUSE AND RECYCLING COLLECTION SERVICES

This CONTRACT entered into this 17th day of November, 2015, by and between the County of McLean, a body corporate and politic (hereinafter COUNTY), and Area Disposal Service, Inc., P.O. Box 9071, Peoria, Illinois 61612 (hereinafter AREA), pursuant to the following terms and conditions.

1. AREA is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as to the manner and means of performing the services and obligations of this contract. However, COUNTY reserves the right to inspect AREA 'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. AREA is obligated to furnish at its own expense, all the necessary labor, equipment, tools, supplies, and materials.

2. AREA shall save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

AREA shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of AREA 'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of AREA or any subcontractor for any payments under any worker's compensation insurance carried on behalf of AREA or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

In the event the COUNTY'S machinery or equipment is used by AREA or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of AREA during the period of such use by AREA or any subcontractor, and if any person or persons in the employment of the COUNTY should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of AREA .

Page two

3. AREA shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.

4. In accordance with your proposal of October 9, 2015, and the bid requirements contained therein, the initial term of this Contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2016, and terminating at 12:59 p.m. on December 31, 2018.

5. AREA shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:

- {a} Comprehensive General Liability Insurance including Contractual Liability (which insures AREA 'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
- {b} Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
- {c} Worker's Compensation Insurance in accordance with Illinois law.
- {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

AREA shall provide COUNTY a Certificate of Insurance in a form of certificates executed by the respective insurance companies and filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to COUNTY ". In addition, said certificates shall list "the County of McLean, and its officers, agents, and employees as additional insured on all required insurance policies".

6. AREA shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

Page three

8. AREA shall perform duties of refuse and recycling collection services at the following COUNTY facilities, as specified in the original bid specifications, ("Exhibit A - Bid Specifications"), and AREA 'S bid proposal(s), from January 1, 2016, through December 31, 2018, for the following fixed-price fees for the 36 months of the contract period in accordance with your bid of October 9, 2015.

<u>County Facility:</u>	<u>Fixed Monthly Fee for Three (3) Years:</u>
Government Center 115 E. Washington Street Bloomington, Illinois	\$195.00 per month for Refuse Collection (Bid #2)
McLean Co. Highway Dept. 102 S. Towanda-Barnes Road Bloomington, Illinois	\$90.24 per month for April 1-October 31 Refuse \$60.00 for November 1 – March 31 Refuse (Bid #4)
McLean County Juvenile Detention Center 903 N. Main Street Normal, Illinois	\$60.00 per month for Refuse Collection (Bid #7A)
MetCom 2411 E. Empire Street Bloomington, Illinois	\$60.00 per month for Refuse Collection (Bid #9A)

9. AREA warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for shall be free from defects and AREA shall promptly repair or replace any items which are defective during the term of this Contract.

10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.

11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.

13. This Contract may not be assigned or subcontracted by AREA to any person or entity without the express written consent of COUNTY.

14. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

Page four

15. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

16. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, mutually agreed and signed by the parties hereto.

17. All necessary and ordinary communications, submittals, approvals, requests, and notices and invoices related to this Contract shall be issued or received by:

If to County: Director, Facilities Management
McLean County
104 W. Front Street
Bloomington, Illinois 61702-2400
Phone: (309) 888-5192

If to AREA: Area Disposal Service, Inc.
P.O. Box 9071
Peoria, Illinois 61612
Phone: (309) 688-0760
Attn: Mr. Jason Nordvall

18. Parties agree that the foregoing and the attached document(s) constitute the entire agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

Adopted by the McLean County Board of McLean County, this 17th day of November, 2015.

APPROVED:

ATTEST:

Chairman of the McLean County
Board

Area Disposal Services, Inc.

Attest:

Clerk of the McLean County
Board

Area Disposal Services, Inc.

Members McIntyre and Segobiano moved the County Board approve a Request for Approval of Refuse, Recycling and Shredding Contracts for 2016-2018 - Facilities Management

- (1) Midwest Fiber Recycling
- (2) Area Disposal Services, Inc.
- (3) Allied Waste Services (Republic)
- (4) C.O.P.S. On-Site Shredding

Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

PROPERTY COMMITTEE:
Member McIntyre, Vice Chairman, presented the following:

CONTRACT FOR REFUSE COLLECTION SERVICES

This CONTRACT entered into this 17th day of November, 2015, by and between the County of McLean, a body corporate and politic (hereinafter COUNTY), and Allied Waste Services, (also known as Republic Services), 2112 W. Washington Street, Bloomington, Illinois 61702 (hereinafter ALLIED), pursuant to the following terms and conditions.

1. ALLIED is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as to the manner and means of performing the services and obligations of this contract. However, COUNTY reserves the right to inspect ALLIED 'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. ALLIED is obligated to furnish at its own expense, all the necessary labor, equipment, tools, supplies, and materials.

2. ALLIED shall save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

ALLIED shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of ALLIED 'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of ALLIED or any subcontractor for any payments under any worker's compensation insurance carried on behalf of ALLIED or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

In the event the COUNTY'S machinery or equipment is used by ALLIED or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of ALLIED during the period of such use by ALLIED or any subcontractor, and if any person or persons in the employment of the COUNTY should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of ALLIED .

Page two

3. ALLIED shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.
4. In accordance with your proposal of October 9, 2015, and the bid requirements contained therein, the initial term of this Contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2016, and terminating at 12:59 p.m. on December 31, 2018.
5. ALLIED shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:
 - {a} Comprehensive General Liability Insurance including Contractual Liability (which insures ALLIED 'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
 - {b} Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
 - {c} Worker's Compensation Insurance in accordance with Illinois law.
 - {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

ALLIED shall provide COUNTY a Certificate of Insurance in a form of certificates executed by the respective insurance companies and filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to COUNTY ". In addition, said certificates shall list "the County of McLean, and its officers, agents, and employees as additional insured on all required insurance policies".

6. ALLIED shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.
8. ALLIED shall perform duties of refuse collection services at the following COUNTY facilities, as specified in the original bid specifications, ("Exhibit A - Bid Specifications"), and ALLIED 'S bid proposal(s), from January 1, 2016, through December 31, 2018, for the following fixed-price fees for the 36 months of the contract period in accordance with your bid of October 9, 2015.

Page three

County Facility:

Law and Justice Center
104 W. Front Street
Bloomington, Illinois

Fixed Monthly Fee for Three (3) Years:

\$378.00/month for Refuse Collection (Bid #1A)

McLean County Nursing Home
901 N. Main Street
Normal, Illinois

\$422.00/month for Refuse Collection (Bid #3)

COMLARA Park
13001 Recreation Area Drive
Hudson, Illinois
(Bid #5) one to three
8 cu. yd. units depending per
October 9, 2015 proposal.

\$99.00/month October 16 – April 30
\$210.00/month May 1 – May 15
\$378.00/month May 16 – August 30
\$210.00/month September 1 – October 15
\$200.00/month for excess trash on ground and
only if applicable (Bid #5)

McLean County Animal Control

\$35.00/month for Refuse Collection
\$98.00/month for animal carcasses removal (Bid #6)

McLean County Health Dept.
200 W. Front Street
Bloomington, Illinois

\$163.00/month for Refuse Collection (Bid #8)

9. ALLIED warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for shall be free from defects and ALLIED shall promptly repair or replace any items which are defective during the term of this Contract.

10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.

11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.

13. This Contract may not be assigned or subcontracted by ALLIED to any person or entity without the express written consent of COUNTY.

14. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

Page four

15. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

16. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, mutually agreed and signed by the parties hereto.

17. All necessary and ordinary communications, submittals, approvals, requests, and notices related to this Contract shall be issued or received by:

If to County: Director, Facilities Management
McLean County
104 W. Front Street
Bloomington, Illinois 61702-2400
Phone: (309) 888-5192

If to ALLIED: ALLIED Waste Services
2112 W. Washington Street
Bloomington, Illinois 61604
Phone: (309) 827-8631
Attn: Mr. Dan Winters

18. Parties agree that the foregoing and the attached document(s) constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

Adopted by the McLean County Board of McLean County, this 17th day of November, 2015.

APPROVED:

ATTEST:

Chairman of the McLean County
Board

ALLIED Waste Services

Attest:

Members McIntyre and Segobiano moved the County Board approve a Request for Approval of Refuse, Recycling and Shredding Contracts for 2016-2018 - Facilities Management

- (1) Midwest Fiber Recycling
- (2) Area Disposal Services, Inc.
- (3) Allied Waste Services (Republic)
- (4) C.O.P.S. On-Site Shredding

Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

PROPERTY COMMITTEE:

Member McIntyre, Vice Chairman, presented the following:

CONTRACT FOR CONFIDENTIAL PAPER SHREDDING SERVICES

This CONTRACT entered into this 17th day of November, 2015, by and between the County of McLean, a body corporate and politic (hereinafter COUNTY), and Confidential On-Site Paper Shredding, 422 White Oak Road, Normal, Illinois 61761 (hereinafter C.O.P.S.), pursuant to the following terms and conditions.

1. C.O.P.S. is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as to the manner and means of performing the services and obligations of this contract. However, COUNTY reserves the right to inspect C.O.P.S. 'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. C.O.P.S. is obligated to furnish at its own expense, all the necessary labor, equipment, tools, supplies, and materials.

2. C.O.P.S. shall save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

C.O.P.S. shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of C.O.P.S. 'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of C.O.P.S. or any subcontractor for any payments under any worker's compensation insurance carried on behalf of C.O.P.S. or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

In the event the COUNTY'S machinery or equipment is used by C.O.P.S. or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of C.O.P.S. during the period of such use by C.O.P.S. or any subcontractor, and if any person or persons in the employment of the COUNTY should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of C.O.P.S. .

Page two

3. C.O.P.S. shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.
4. In accordance with your proposal of October 09, 2015, and the bid requirements contained therein, the initial term of this Contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2016, and terminating at 12:59 p.m. on December 31, 2018.
5. C.O.P.S. shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:
 - {a} Comprehensive General Liability Insurance including Contractual Liability (which insures C.O.P.S.'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
 - {b} Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
 - {c} Worker's Compensation Insurance in accordance with Illinois law.
 - {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

C.O.P.S. shall provide COUNTY a Certificate of Insurance in a form of certificates executed by the respective insurance companies and filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to COUNTY". In addition, said certificates shall list "the County of McLean, and its officers, agents, and employees as additional insured on all required insurance policies".

6. C.O.P.S. shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

Page three

8. C.O.P.S. shall perform duties of confidential paper shredding services at various COUNTY facilities, as specified in the original bid specifications, ("Exhibit A - Bid Specifications"), and C.O.P.S.'S bid proposal, from January 1, 2016, through December 31, 2018, for the following fixed-price fee for the 36 months of the contract period in accordance with your bid of October 9, 2015:

<u>County Facility:</u>	<u>Fixed Monthly Fee for Three (3) Years:</u>
Various County Facilities	\$7.00 per bin <u>when shredded</u> , 45 locking bins provided by C.O.P.S. Monthly invoice is \$7.00 per bin that is shredded that month.

9. C.O.P.S. warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for shall be free from defects and C.O.P.S. shall promptly repair or replace any items which are defective during the term of this Contract.

10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.

11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.

13. This Contract may not be assigned or subcontracted by C.O.P.S. to any person or entity without the express written consent of COUNTY.

14. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

15. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

16. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, mutually agreed and signed by the parties hereto.

Page four

17. All necessary and ordinary communications, submittals, approvals, requests, and notices related to this Contract shall be issued or received by:

If to County: Director, Facilities Management
McLean County
104 W. Front Street
Bloomington, Illinois 61702-2400
Phone: (309) 888-5192

If to C.O.P.S.: Confidential On-Site Paper Shredding
422 White Oak Road
Normal, Illinois 61761
Phone: (309) 452-0064

18. Parties agree that the foregoing and the attached document(s) constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

Adopted by the McLean County Board of McLean County, this 17th day of November, 2015.

APPROVED:

ATTEST:

Matt Sorensen, Chairman of the
McLean County Board

Confidential On-Site Paper Shredding

Attest:

Clerk of the McLean County
Board

Confidential On-Site Paper Shredding

Members McIntyre and Segobiano moved the County Board approve a Request for Approval of Refuse, Recycling and Shredding Contracts for 2016-2018 - Facilities Management

- (1) Midwest Fiber Recycling
- (2) Area Disposal Services, Inc.
- (3) Allied Waste Services (Republic)
- (4) C.O.P.S. On-Site Shredding

Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

PROPERTY COMMITTEE:
Member McIntyre, Vice Chairman, presented the following:

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

Veterans Assistance Commission

As Tenant,

For

Office Space Located on the Fourth Floor of
200 West Front Street, Bloomington, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term.</u>	1
2. <u>Rent.</u>	1
3. <u>Tenants' Use and Operation.</u>	1
4. <u>Building Common Areas.</u>	1
5. <u>Maintenance and Repair.</u>	1
6. <u>Parking.</u>	2
7. <u>Alterations.</u>	2
8. <u>Conduct.</u>	2
9. <u>Signs.</u>	2
10. <u>Estoppel.</u>	2
11. <u>Access to Premises.</u>	3
12. <u>Hazardous Material.</u>	3
13. <u>Condemnation.</u>	4
14. <u>Destruction.</u>	4
15. <u>Insolvency.</u>	4
16. <u>Assignment and Subletting.</u>	4
17. <u>Default.</u>	5
18. <u>Termination; Surrender of Possession.</u>	5
19. <u>Waiver.</u>	6
20. <u>Notices.</u>	6
21. <u>Agency.</u>	7

22. <u>Partial Invalidity.</u>	7
23. <u>Holding Over.</u>	7
24. <u>Successors.</u>	7
25. <u>Right to Terminate.</u>	7
26. <u>Non-Affiliation Clause.</u>	7
Approval Signatures	8

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and Veterans Assistance Commission, (hereinafter referred to as "VAC"), as tenant, desire to enter into a lease agreement for 1,865 s.f. of office space located on the fourth floor of the McLean County Health Department, 200 West Front Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed by the parties that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2016, and terminates on December 31, 2016.

2. **Rent.**
 - a. Rent shall be **\$6,330.15** to be paid by VAC in one annual payment to the McLean County Treasurer on the first day of the month following the receipt of revenue from the second installment of Property Tax bills.

 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
Bloomington, Illinois 61702-2400**

3. **Tenant's Use and Operation.** VAC shall use the aforementioned leased premises only for the purposes of its general business office. VAC shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. VAC shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.

4. **Building Common Areas.** VAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of VAC employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.

5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the

cost of repairs and maintenance caused by intentional acts or negligence of VAC employees, agents, or clients. VAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. VAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. VAC shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

6. **Parking.** COUNTY shall provide no parking for VAC.
7. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by VAC without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of VAC displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to VAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by VAC at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by VAC that VAC may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. VAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Conduct.** VAC shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
9. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by VAC without the prior express written approval of COUNTY.
10. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that

Page three

this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

11. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

12. **Hazardous Material.**

- a. **Prohibition.** VAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
- b. **Disclosure, Remediation, Liability, and Indemnification.** VAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of VAC, its agents, employees, invitees, clients, or licensees,
- (i) VAC shall immediately notify COUNTY of the event;
 - (ii) VAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) VAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) VAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) VAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

13. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit VAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of VAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of VAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or VAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor VAC shall have any right in or to any award made to the other by the condemning authority.
14. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by VAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or VAC shall have the right to terminate this lease, or any extensions thereof.
15. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if VAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of VAC shall be appointed by reason of VAC's insolvency or inability to pay its debts, or if any assignment shall be made of VAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of VAC hereunder, by giving VAC notice in writing of the election of COUNTY to so terminate.
16. **Assignment and Subletting.** VAC shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

17. **Default.** If VAC shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which VAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if VAC shall abandon or vacate the premises during the term of this lease, or if VAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to VAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by VAC during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by VAC to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate VAC's right of possession and repossess the leased premises without demand or notice of any kind to VAC, in which case COUNTY may relet all or any part of the leased premises. VAC shall be responsible for all costs of reletting. VAC shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of VAC's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

18. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, VAC shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (7) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and

(iii) Upon the request of COUNTY, at VAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to VAC's business and repair any damages caused by such removal; and

b. If VAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of VAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to VAC or to any other person. The failure of VAC to remove any property from the leased premises shall forever bar VAC from bringing any action or asserting any liability against COUNTY with respect to such property.

19. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of VAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by VAC.

20. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to VAC:

Executive Director
Veterans Assistance Commission
200 West Front Street, 4th Floor
Bloomington, Illinois 61701

21. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
22. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
23. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
24. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of VAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
25. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 20, page six (6) of this lease pertaining to all notices.
26. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

Page eight

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of November, 2015.

APPROVED:

VETERANS ASSISTANCE
COMMISSION

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

Members McIntyre and Segobiano moved the County Board approve a Request for Approval of Lease Agreement for Veteran's Assistance Commission - Facilities Management. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

PROPERTY COMMITTEE:
Member McIntyre, Vice Chairman, presented the following:

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

Children's Advocacy Center

as Tenant,

for

Office Space Located on the 5th Floor of
200 West Front Street, Bloomington, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term</u>	1
2. <u>Tenant's Use and Operation</u>	1
3. <u>Utilities</u>	1
4. <u>Building Common Areas</u>	1
5. <u>Maintenance and Repair</u>	1
6. <u>Parking</u>	2
7. <u>Alterations</u>	2
8. <u>Insurance and Indemnity</u>	2
a. <u>Covenants to Hold Harmless</u>	3
b. <u>Fire and Casualty Insurance</u>	3
c. <u>Added Risk</u>	3
d. <u>Obligation to Carry Public Liability Insurance</u>	3
e. <u>Waiver of Subrogation Rights Under Insurance Policies</u>	4
9. <u>Conduct</u>	4
10. <u>Signs</u>	4
11. <u>Estoppel</u>	4
12. <u>Access to the Premises</u>	4
13. <u>Hazardous Material</u>	5
a. <u>Prohibition</u>	5
b. <u>Disclosure, Remediation, Liability, and Indemnification</u>	5
c. <u>Survival</u>	5
14. <u>Condemnation</u>	6
15. <u>Destruction</u>	6

16.	<u>Insolvency</u>	6
17.	<u>Assignment and Subletting</u>	7
18.	<u>Default</u>	7
19.	<u>Termination; Surrender of Possession</u>	7
20.	<u>Waiver</u>	8
21.	<u>Notices</u>	8
22.	<u>Agency</u>	9
23.	<u>Partial Invalidity</u>	9
24.	<u>Holding Over</u>	9
25.	<u>Successors</u>	9
26.	<u>Right to Terminate</u>	10
27.	<u>Non-Affiliation Clause</u>	10
	Approval Signatures	10

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Children's Advocacy Center (hereinafter "CAC"), as Tenant, desire to continue a lease agreement for 8,027 s.f. of office space located on the fifth floor of the 200 W. Front Street Building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall commence on **January 1, 2016**, and terminate on **December 31, 2016**.
2. **Tenant's Use and Operation.** CAC shall use the aforementioned leased premises only for the purposes of its general business office. CAC shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CAC shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
3. **Utilities.** CAC agrees to pay COUNTY its proportionate share of all utilities and maintenance expenses for the leased premises, to be billed to CAC by COUNTY on a monthly basis, for electricity, natural gas, water, trash removal, elevator maintenance contract fees, alarm monitoring fees, labor for maintenance expenses, and any supplies costs or materials costs as may be requested from time to time by CAC. CAC shall be responsible for its own telephone and data expenses. Payment to COUNTY by CAC for monthly invoices is due and payable upon receipt by CAC.
4. **Building Common Areas.** CAC shall be entitled to use of the Areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CAC employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all

general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CAC or its Board, employees or clients. CAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. CAC shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CAC. CAC shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CAC. Such bills shall be payable within 30 days of receipt of repair invoice by CAC.

6. **Parking.** COUNTY shall provide no parking stalls for CAC, and further, CAC agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owner's expense.
7. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CAC at the expiration of this agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CAC or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.
8. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** CAC agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way

connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CAC shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CAC against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** CAC shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CAC in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CAC business. CAC's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CAC is given written request for same. COUNTY shall invoice CAC without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** CAC shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CAC in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CAC shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the initial term of this agreement. CAC shall furnish COUNTY additional certificates of CAC's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. **Waiver of Subrogation Rights Under Insurance Policies.**

Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

9. **Conduct.** CAC shall not cause or permit any conduct of employees or clients of CAC to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
10. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CAC without the prior express written approval of COUNTY.
11. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, if applicable, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
12. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CAC.

13. **Hazardous Material.**

- a. **Prohibition.** CAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
- b. **Disclosure, Remediation, Liability, and Indemnification.** CAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CAC, its agents, employees, invitees, clients, or licensees, or by the negligence of CAC, its agents, employees, invitees, clients, or licensees,
- (i) CAC shall immediately notify COUNTY of the event;
 - (ii) CAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) CAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) CAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) CAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** CAC expressly covenants and agrees that the duties, obligations, and liabilities of CAC under the preceding section 13(a) and 13(b) shall survive the termination of this lease, and are binding upon CAC and its successors and assigns.

14. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CAC shall have any right in or to any award made to the other by the condemning authority.
15. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CAC shall have the right to terminate this agreement, or any extensions thereof.
16. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CAC shall be appointed by reason of CAC's insolvency or inability to pay its debts, or if any assignment shall be made of CAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CAC hereunder, by giving CAC notice in writing of the election of COUNTY to so terminate.

17. **Assignment and Subletting.** CAC shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
18. **Default.** If CAC shall fail to make any payment of any invoice due to COUNTY hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CAC shall abandon or vacate the premises during the term of this lease, or if CAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
- a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CAC during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CAC to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CAC's right of possession and repossess the leased premises without demand or notice of any kind to CAC, in which case COUNTY may relet all or any part of the leased premises. CAC shall be responsible for all costs of reletting. CAC shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.
 - c. Have specific performance of CAC's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.
19. **Termination; Surrender of Possession.**
- a. Upon the expiration or termination of this lease, or any extension thereof, CAC shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph seven (8) of this lease, ordinary wear and tear excepted, remove all of its personal property

and trade fixtures from the leased premises and the property and repair any damage caused by such removal;

(ii) Surrender possession of the leased premises to COUNTY; and

(iii) Upon the request of COUNTY, at CAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CAC's business and repair any damages caused by such removal.

b. If CAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CAC or to any other person. The failure of CAC to remove any property from the leased premises shall forever bar CAC from bringing any action or asserting any liability against COUNTY with respect to such property.

20. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CAC.

21. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management
McLean County
104 W. Front Street, Suite 104
Bloomington, Illinois 61702-2400

If to CAC:

Executive Director
Children's Advocacy Center
200 W. Front Street, 5th Floor
Bloomington, Illinois 61701

22. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of utilities and maintenance reimbursement, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
23. **Partial Invalidity.** If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
24. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rates herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
25. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

Page ten

26. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 21, page eight of this agreement pertaining to all notices.
27. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of November, 2015.

APPROVED:

Children's Advocacy Center

COUNTY OF McLEAN

By: _____
Executive Director

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

Members McIntyre and Segobiano moved the County Board approve a Request for Approval of Lease Agreement for Children's Advocacy Center - Facilities Management. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

Customer's facility within four (4) hours from the time the engineer is dispatched by MorphoTrust's Help Desk for customers located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes MorphoTrust more than one full business day to develop, and a *significant deployment effort* is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. MorphoTrust's 9/5 *Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a MorphoTrust field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. MorphoTrust shall use its best efforts to have an MorphoTrust's

field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by MorphoTrust's Help Desk if Customer's facility is located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.

- Upon MorphoTrust's acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at MorphoTrust's then current rates.
- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes MorphoTrust more than one full business day to develop, and a *significant deployment effort* is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. MorphoTrust's *Help Desk Maintenance Services* are as follows:

- The Services do not include any MorphoTrust on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the MorphoTrust Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) MorphoTrust trained System manager on the

Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with MorphoTrust's periodic requirements. Unless otherwise agreed in writing by MorphoTrust, the Customer shall be responsible for the installation of each Update.

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust shall furnish all parts and components necessary for the maintenance of the System. MorphoTrust's shipment of a replacement part to Customer will be initiated promptly after the MorphoTrust's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by MorphoTrust to be returned to MorphoTrust, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to MorphoTrust within two (2) weeks after receipt of the replacement part. MorphoTrust is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for MorphoTrust on-site service, MorphoTrust shall use its best efforts to have a MorphoTrust field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by MorphoTrust's Help Desk. Customer shall pay for such on-site service on a time and travel basis at MorphoTrust's then current rates and travel policies, respectively. Prior to dispatch of a MorphoTrust engineer, Customer shall provide MorphoTrust with a purchase order ("P.O."), complete MorphoTrust's P.O. Waiver form, or provide MorphoTrust with a valid credit card number.

E. Preventive Maintenance Services. MorphoTrust's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with MorphoTrust's specifications for such System. MorphoTrust and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with MorphoTrust's 24/7 Maintenance Services and MorphoTrust's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with MorphoTrust's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond MorphoTrust's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than MorphoTrust's authorized service representatives, or if parts, accessories, or components not authorized by MorphoTrust are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by MorphoTrust to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.

- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in MorphoTrust's System documentation.

B. Availability of Additional Services. At Customer's request, MorphoTrust may agree to perform the excluded services described immediately above in accordance with MorphoTrust's then current rates. Other excluded services that may be agreed to be performed by MorphoTrust shall require MorphoTrust's receipt of a Customer P.O., Customer's completion of MorphoTrust's P.O. Waiver form, or Customer providing MorphoTrust with a valid credit card number before work by MorphoTrust is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by MorphoTrust before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. MorphoTrust's inspection will be billed at MorphoTrust's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from MorphoTrust or an MorphoTrust authorized or identified vendor, at Customer's sole expense: (i) all MorphoTrust and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. MorphoTrust will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact MorphoTrust's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon MorphoTrust's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a

period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and MorphoTrust's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be MorphoTrust's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of MorphoTrust's invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of MorphoTrust, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay MorphoTrust's fees for Services or parts as provided hereunder when due: (i) MorphoTrust may suspend performance of its obligation to provide Services until the account is brought current; and (ii) MorphoTrust may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay MorphoTrust's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

MorphoTrust shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, MORPHOTRUST HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL MORPHOTRUST'S AGGREGATE

LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR MORPHOTRUST'S SERVICES ACTUALLY PAID BY CUSTOMER TO MORPHOTRUST UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL MORPHOTRUST BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND MORPHOTRUST'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

MorphoTrust may deliver MorphoTrust-developed Updates to Customer. The terms of MorphoTrust's end user license for the MorphoTrust's software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

If under Agreement, MorphoTrust provides Customer with MorphoTrust developed software in furtherance of Customer's contract with any U.S. federal, state or local government entity, then unless agreed in advance and in writing by MorphoTrust's Chief Security Officer or Chief Compliance Officer, Customer shall not provide, share, allow access to, or otherwise disclose any such MorphoTrust developed software to anyone not employed by MorphoTrust or the U.S. federal, state or local government entity customer of Customer.

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of MorphoTrust and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of MorphoTrust.



MorphoTrust USA
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 10436
QUOTE DATE: 08/18/15
CUSTOMER ID: BD-1781
PRICE LIST: SL-LAWENF

COVERAGE
START DATE: 11/19/15
END DATE: 12/31/16

BILL TO: MCLEAN COUNTY SHERIFF
 104 WEST FRONT STREET

BLOOMINGTON, IL 61701
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION:	MCLEAN COUNTY SHERIFF - 104 WEST FRONT STREET BLOOMINGTON, IL 61701			
6600-TPE-ED-M24 TPE-6600-ED	ANNUAL 24/7 MAINTENANCE	AEY134001194	1	\$4,645.33
PRT-DUP- M24 TPE-PRT-DUP	ANNUAL 24/7 MAINTENANCE	51722-002	1	\$509.20
TOTAL:				\$5,154.53

PLEASE CHECK PREFERRED BILLING: ANNUAL INVOICE OR QUARTERLY INVOICE OR MONTHLY INVOICE

NAME: DEBRA BLANCHARD
TITLE: Maintenance Contract Admin
PHONE: (616) 447-2626
FAX: (952) 852-8747
EMAIL: DBlanchard@morphotrusted.com

PO NUMBER: _____
SIGNATURE BY: _____
NAME(Print) / DATE: _____
TITLE: _____
PHONE / FAX: _____
EMAIL: _____

The terms and conditions of MORPHOTRUST USA maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

SIGNATURE PAGE FOR
MAINTENANCE AGREEMENT ADDENDUM QUOTATION
BETWEEN
McLEAN COUNTY AND SAFRAN MORPHOTRUST USA

Matt Sorensen, Chair
McLean County Board

Authorized Representative
SAFRAN MorphoTrust USA

Title

ATTEST:

Kathy Michael
McLean County Clerk

Members Caisley and Cavallini Moved the County Board approve a Request for Approval of a System Maintenance Agreement between MorphoTrust USA, LLC and McLean County. - Sheriff. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

order to comply with the official HCC schedule: May 23- June 10, November 1- December 9.

Instruction and Discipline

HCC, in cooperation with the instructor and the JAIL, will determine methods and delivery of instruction. The instructor will have sole responsibility for daily lesson plans.

The instructor will have the right to have removed any student from a single class session for cause. "Cause" shall include: disruptive student behavior, failure to follow instructor's directions, failure to follow established class rules, violations of any rule or regulation of the McLean County Detention Facility, or for any other reasonable grounds. The desire for the permanent removal of a student for cause, along with all reports shall be referred to the Sheriff (or his designee) for review. Only the Sheriff (or his designee) shall determine if a student is to be permanently removed from a class.

Facilities

The JAIL will provide classroom facilities with necessary furniture and equipment for conducting instruction at the JAIL.

The JAIL will provide adequate, secure space to store instructional materials, supplies, and student records.

The JAIL will communicate any changes in facilities, equipment or storage to HCC with advanced and reasonable notice.

Materials

HCC will provide textbooks and instructional materials.

Records and Data

HCC will maintain all paper and electronic records for students enrolled in courses offered as part of this agreement.

HCC will accommodate reasonable JAIL requests for records, reports, or data in a timely manner.

Compensation

HCC will invoice Mclean County for instructional costs of \$9,600.00 for the contract period (four installments of \$2,400.00: March 1, June 1, September 1, and December 1).

Resolution of Problems

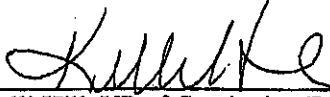
HCC and JAIL agree that they will cooperatively seek a satisfactory resolution to any problem that may arise during the term of this agreement.

Prior Agreements and Amendments

This Agreement cancels, terminates, and supersedes all prior Agreements of the parties respecting any and all subject matter contained herein.

Any amendment or modification to this Agreement shall be in writing and shall be signed by all parties hereto.

IN WITNESS WHEREOF, the undersigned as duly authorized representatives or officers of their respective entities, do now affix their signatures to this Agreement on the date below indicated.



Kelli Hill, VP of Continuing Education & Advancement,
Heartland Community College

Date

8/31/15

Jon Sandage, McLean County Sheriff

Date

Matt Sorensen, Chairman
McLean County Board

Date

ATTEST:

BY: _____
Kathy Michael, Clerk of the County
Board of McLean County, IL

Date

Members Caisley and Rankin Moved the County Board approve a Request for Approval of 2016 contract between Heartland Community College and McLean County Sheriff's office for GED courses at McLean County Detention Facility. - Sheriff. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:

CONTRACT – INMATE CHAPLAIN

This Contract effective the between the County of McLean, A Body Corporate and Politic and Ruth Chin, (Inmate Chaplin) pursuant to his successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

The Inmate Chaplain is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of McLean County in so far as the manner of performing the services and obligations of this contract. However, McLean County shall have the right to control access to the McLean County Detention Facility (MCDF) in accordance with the sound security procedures. Additionally, McLean County reserves the right to inspect the Inmate Chaplain's work and service during the performance of this contract to ensure that this contract is performed according to its terms. This right to inspect does not extend to circumstances disclosed in counseling conducted by the Inmate Chaplain. The Inmate Chaplain is obligated to furnish at his/her own expense, all the necessary labor, tools, supplies, and materials. Materials reasonably available and routinely supplied to inmates and volunteers shall in like manner be supplied by the Commissary to the Inmate Chaplain free of charge.

The Inmate Chaplain will be responsible for the maintenance of all religious activities in the McLean County Detention Facility (MCDF) in accordance with MCDF policies and procedures.

The Inmate Chaplain shall save and hold McLean County (including its officials, agents and employees) free and harmless from all liability, including any claim of the Inmate Chaplain for any payments under any workers' compensation insurance, arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of McLean County for any costs, expenses, judgments and attorney fees paid or incurred by, or on behalf of Mclean County, and/or its agents and employees.

The Inmate Chaplain shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.

The Inmate Chaplain shall pay all current and applicable city, county, state and federal taxes, licenses, assessments including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

MCDF shall provide clerical help to assist the Chaplain in the maintenance of paperwork necessary to document the provision of religious activities.

McLean County agrees to pay the Inmate Chaplain the Contract price of Thirteen Thousand Dollars and no Cents (\$13,000.00). Payments are to be made quarterly in the amount of Three Thousand Two Hundred Fifty Dollars and no Cents (\$3,250.00).

The term of this Contract shall be for 12 months beginning January 1, 2016 thru December 31, 2016. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

Any party may cancel this Contract without cause upon giving the other party(s) thirty (30) days notice. Upon cancellation, payments due under this Contract shall be prorated to the date of termination.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.

This Contract may not be assigned or subcontracted by the Inmate Chaplain to any other person or entity without the written consent of the McLean County Sheriff.

This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

This Contract shall not be amended unless in writing, expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto.

Parties agree that the foregoing and the attached document(s) if any, constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

ADOPTED by the County Board of McLean County, Illinois,
this ____ day of _____, 20__.

APPROVED

BY: _____
Ruth Chin, Inmate Chaplain

Date

BY: _____
Jon Sandage, Sheriff of McLean County

Date

BY: _____
Matt Sorensen, Chairman McLean County Board

Date

ATTEST:

BY: _____
Kathy Michael, Clerk of the County Board
of McLean County, IL

Date

Members Caisley and Cavallini Moved the County Board approve a Request for Approval of a contract with Ms. Ruth Chin for Inmate Chaplain Services. - Sheriff. Clerk Michael shows all Members present voting in favor of the motion.

JUSTICE COMMITTEE:
Member Caisley, presented the following:



DETENTION FACILITY
HEALTH SERVICES DEPARTMENT
104 W. Front Street, P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5069 voice
(309) 888-5933 FAX

MEMORANDUM

DATE: November 1, 2015
TO: THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE
COMMITTEE
FROM: JEANENE PAYNE, JAIL MEDICAL SUPERVISOR

TOPIC: RECOMMENDATION FOR RENEWAL OF A CONTRACT WITH OSF
HEALTHCARE SYSTEM FOR PHYSICIAN SERVICES AT THE McLEAN
COUNTY ADULT DETENTION FACILITY

The current contract for the MCDF Physician at the McLean County Adult Detention Facility expires on December 31, 2015. At this time, we respectfully recommend that this contract be renewed for an additional one (1) year period of time with the rate of compensation negotiated on an annual basis.

Representatives from OSF HealthCare System have requested an increase rate of compensation for the 2016 contract year of 4%, or \$59,156.30, effective January 1, 2016. This figure is within the parameter of the approved fiscal year 2016 budget for the McLean County Adult Detention Facility Physician.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

CONTRACT
McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this --- day of December, 2015 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., the designated responsible physician, and Blair Valentine, M.D., physicians licensed to practice medicine in the State of Illinois, hereinafter known as the MCDF PHYSICIANS.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, HOSPITAL employs MCDF PHYSICIANS who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCDF PHYSICIANS TO:

1. By the mutual agreement of the parties, conduct on-site services at the jail for the purpose of providing medical aid to inmates and consult with MCDF Health Services staff and with the Sheriff as MCDF Warden, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
2. Prepare treatment protocols for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to jail inmates.
4. Establish written guidelines and directions for transportation of COUNTY inmates under the Sheriff's supervision for emergency care.
5. Assure that the content and scope of written inmate medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to inmates of the McLean County Detention Facility.
7. Attend quarterly administrative meetings with the MCDF Administrator, and Director of MCDF Health Services.

8. In conjunction with Director of MCDF Health Services, Sheriff's Department, and State's Attorney's Office, determine the applicability of County Jail Standards (Medical), State of Illinois, to the provision of medical care in the jail and assure such medical care is provided in accordance with such applicable Standards.
9. Arrange for medical coverage during absences.
10. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
11. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.
13. Conduct clinical performance enhancement reviews for each primary care clinician on an annual basis.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCDF PHYSICIANS and any employee of OSFHS directed by the MCDF PHYSICIANS and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCDF PHYSICIANS' activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participate in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Adult Detention Facility with recommendations and input from MCDF PHYSICIANS.
5. Evaluate program activities as required by regulatory bodies.

6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise MCDF Health Service staff.
9. During the first year of this Agreement (January 1, 2016 through December 31, 2016), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$59,156.30 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2016 and terminate on December 31, 2016 unless terminated by either party in accordance with 9 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCDF PHYSICIANS shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.
2. The HOSPITAL is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCDF PHYSICIANS' work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCDF PHYSICIANS, and final medical judgment pertaining to the inmates incarcerated in the MCDF will be the responsibility of the MCDF PHYSICIANS.
5. Nothing in this Agreement shall prevent the MCDF PHYSICIANS from engaging in medical practice or services apart from those provided to the McLean County Board.
6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the HOSPITAL agrees that the COUNTY shall have the right of

approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCDF PHYSICIAN.

This provision does not apply to arranging for medical coverage during absences.

7. At the time of this Agreement the HOSPITAL and the COUNTY acknowledge that the duties of the MCDF PHYSICIANS will require a minimum of four hours per week in the Adult Facility.
8. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the HOSPITAL upon thirty days written notice.
 - b) At the request of the County Board and/or the Sheriff upon thirty days written notice.
 - c) Inability or incapacity of the MCDF PHYSICIANS to carry out the terms of the Agreement.
10. In the event McLEAN COUNTY's equipment is used by the MCDF PHYSICIANS or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCDF PHYSICIANS during the period of such use by the MCDF PHYSICIANS or subcontractor.
11. The HOSPITAL shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise Taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
12. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
14. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.

- 15. It is understood that the terms of this Agreement include all the agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this --- of December, 2015.

OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois

ATTEST:

By: _____
Secretary

By: _____
Chad Boore, Administrator
OSF St. Joseph Medical Center

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: _____
Matt Sorensen, Chairman
McLean County Board

Kathy Michael, Clerk of the
McLean County Board of McLean
County, Illinois

APPROVED:

Jon Sandage
McLean County Sheriff

Members Caisley and Harris Moved the County Board approve a Request for Approval of a contract with OSF Healthcare System for Physician Services at the McLean County Adult Detention Facility. - Sheriff. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:



DETENTION FACILITY
HEALTH SERVICES DEPARTMENT
104 W. Front Street, P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5069 voice
(309) 888-5933 FAX

MEMORANDUM

DATE: NOVEMBER 1, 2015
TO: THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM: Jeanene Payne, Detention Health Supervisor

TOPIC: RECOMMENDATION FOR RENEWAL OF AGREEMENT WITH ERIC ABREU, DDS, FOR THE PROVISION OF DENTAL CLINICIAN SERVICES AT THE McLEAN COUNTY ADULT DETENTION FACILITY

Eric Abreu, DDS, has provided dental clinician services at the McLean County Adult Detention Facility since September of 2007. During that time, Dr. Abreu has provided on-site dental evaluation and treatment for inmates for approximately four hours each week. We have been very impressed with Dr. Abreu's practice style and his ability to work with the inmate population and the McLean County Detention Facility staff.

We respectfully recommend that the Agreement for Dental Clinician Services be renewed effective January 1st, 2016 through December 31st, 2016. Dr. Abreus hourly rate will remain at \$145.32 portal to portal, in addition to a monthly retainer of \$110.00.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

AGREEMENT
BETWEEN
THE McLEAN COUNTY BOARD
AND
THE DENTAL CLINICIAN

THIS AGREEMENT, is made this --- of December 2015, by and between the McLean County Board, (hereinafter known as the Board), and, Eric Abreu, a dentist licensed to practice dentistry in the State of Illinois, (hereinafter known as the Dental Clinician.)

WHEREAS, the County of McLean has authority under 745 ILCS 10/4-105 (1992), to provide medical and dental care to inmates housed at the McLean County Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable dental care to inmates housed at the McLean Count Detention Facility; and,

WHEREAS, the Dental Clinician has the capacity to provide such service:

THE DENTAL CLINICIAN AGREES TO:

1. Provide dental services including examination and treatment of inmates of the McLean County Detention Facility who are referred for services by designated nursing staff.
2. Provide Dental Assistant services for each clinic, if necessary, and appropriate compensation for those service.
3. Report to the Director of McLean County Adult Detention Facility Health Services Department and advise the same on all matters related to dental practices within the facility.
4. Assist the McLean County Detention Facility staff in developing and implementing policies that will assure high quality dental care.
5. Recommend needed supplies and equipment.
6. Participate in program evaluation activities as required by funding sources and licensing and regulatory bodies.
7. Secure and maintain insurance and Worker's Compensation Insurance for the Dental Clinician, any Dental Assistant and, upon request, supply to the Board a certificate of insurance evidencing such coverage.
8. Maintain all licenses and certificates necessary to practice Dentistry in the State of Illinois throughout the term of the Agreement.

9. Complete any and all continuing education necessary to obtain and maintain knowledge of all current dental practices with respect to services to be performed under the Agreement.

10. The Dental Clinician will indemnify and hold harmless the Board, its director, agents, employees and assigns against any and all claims arising out of or relating to the Dental Clinician's activities pursuant to this Agreement.

THE BOARD AGREES TO:

1. Implement policies, which assure high quality dental care and treatment.
2. Provide adequate equipment, supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Sheriff's Department and McLean County Board and executed through the McLean County Detention Facility staff.
3. It is understood that the basic purpose of dental services is to provide pain relief and treatment for abscesses or infections and that restorative work will be provided only after consultation with administrative staff. It is further understood that inmates with dental needs that exceed the terms of this agreement will be referred to a provider mutually agreeable to both parties.
4. Provide appropriate space for private dental examination and treatment of inmates.
5. The Board will provide their employees with liability coverage as deemed appropriate by the McLean County Board.
6. Participate in program evaluation activities as required by funding sources or regulatory bodies.
7. Provide maintenance and confidential storage of dental records.
8. Provide periodic statistical reports as deemed appropriate.
9. During the term of this Agreement (December 31, 2015 through December 31, 2016), provide compensation to the Dental Clinician at an hourly rate of \$145.32 portal to portal in addition to a monthly stipend of \$110.00 payable monthly upon invoice by the Dental Clinician.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on December 31, 2015 and terminate on December 31, 2016 unless terminated by either party in accordance with 11 a or b of this section.

2. No administration practice of the Board shall unduly restrict or compromise the dental practice of the Dental Clinician.
3. It is understood by both parties that the Dental Clinician is a dentist licensed to practice dentistry in the State of Illinois and is not an employee of the Board.
4. The Dental Clinician is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Board in so far as the manner and means of performing the services and obligations of this agreement. However, the Board reserves the right to inspect the Dental Clinician's work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
5. In the event the Board's equipment is used by the Dental Clinician or any subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the Dental Clinician during the period of such use by the Dental Clinician or subcontractor.
6. The Dental Clinician shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
9. No waiver of any breach if this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
10. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
11. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the Dental Clinician upon thirty (30) days written notice.
 - b) At the request of the Board upon thirty (30) days written notice.

12. This Agreement is servable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this agreement, invalid or unenforceable.

13. This Agreement may not be assigned or subcontracted by the Dental Clinician to any other person or entity without the written consent of the Board.

14. This Agreement shall be binding upon the parties hereto and upon the successor's interest, assigns, representatives and heirs of such parties.

15. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the Agreement between the parties and in witness thereof the parties have affixed their respective signature on the date first above noted.

APPROVED:

Dental Clinician
Eric Abreu, DDS

Jon Sandage
McLean County Sheriff

APPROVED:

Matt Sorensen, Chairman
McLean County Board

Kathy Michael, Clerk of the
County Board of McLean County, Illinois

Members Caisley and Owens Moved the County Board approve a Request for Approval of a renewal of agreement with Eric Abreu to provide dental clinician services at the McLean County Adult Detention Facility. - Sheriff. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:



PROBATION & COURT SERVICES

Adult and Juvenile Probation: (309) 888-5372
104 W. Front Street, P.O. Box 2400 Law & Justice Center, 7th Floor Bloomington, IL 61702

Juvenile Detention Center (309) 888-5550
903 N. Main Street, Normal IL, 61761

MEMO:

To: Honorable Members of the Justice Committee
CC: Chief Judge Kevin P. Fitzgerald
CC: Mr. William Wasson
CC: Ms. Hannah Eisner
From: Lori McCormick
Date: October 20, 2015
Re: SAMHSA Agreements

Attached, please find agreements that will enable The Center for Youth and Family Services to provide case coordination, Chestnut Health Systems to provide enhanced peer support and recovery services, Mr. Mark Benson to provide clinical direction to those individuals in McLean County Problem Solving Courts who are diagnosed with co-occurring illnesses and to the National Center for State Courts to provide process and outcome evaluation services. All funding for these services will be paid out of the SAMHSA Drug Court Enhancement Grant (DCE)

I will be available at the Justice Committee meeting on Tuesday November 3, 2015, to answer any questions you may have.

Thank you for your consideration in this matter.

AGREEMENT

WHEREAS, COURT SERVICES and, the CHESTNUT HEALTH SYSTEMS are established partners under the Drug Court Enhancement grant provided through the SAMHSA ;

WHEREAS, COURT SERVICES provides **specialized probation services** to offenders referred to and accepted into Problem Solving Courts; and

WHEREAS, CHESTNUT HEALTH SYSTEMS (CHS) provides **substance abuse and mental health related services**; and

WHEREAS, COURT SERVICES has funding available through the SAMHSA Drug Court Enhancement grant to contract services with an agency to provide **substance abuse and mental health related services** to offenders referred to Problem Solving Courts; and

WHEREAS, CHS seeks to provide **substance abuse and mental health related services** for offenders referred to Problem Solving Courts; and

WHEREAS, COURT SERVICES and CHS desire to enter into this AGREEMENT to establish, define, and coordinate a mutually beneficial relationship to insure the above purposes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

The SAMHSA DCE grant project builds upon the success of the McLean Problem Solving Courts. Existing programs have been leveraged to promote major systems transformation. Expansion and Enhancements include:

- Expansion of co-occurring disorders into the adult drug court.
- The development of a unified problem solving courts infrastructure that will provide formalized processes to enhance the performance and sustainability of the McLean County problem solving courts and improve interagency collaboration
- The promotion of service integration by incorporating new behavioral health treatments, peer, and recovery support services that are evidence-based and consumer-driven
- Comprehensive evaluation of the McLean County problem solving courts resulting in broadening evidence-based practice and knowledge and leading to continuous quality improvement

COURT SERVICES agrees to pay \$33,750 annually for **substance abuse and mental health related services**; from CHS out of the SAMHSA DCE grant as outlined below: Provide one (1) full time equivalent Peer Housing and Employment Specialist for the Problem Solving Court program. The Peer Specialist is vital to participant services related to the program and outcomes. The Peer Specialist will provide recovery support

In Witness Whereof, signatories agree to the terms laid out above:

McLean County Court Services

By: 

Lori McCormick, Director

10.22.15

Date

Chestnut Health Systems

By: 

Alan Sender, COO

Oct. 16, 2015

Date

McLean County Board


By: 

Matt Sorensen, County Board Chair

11-17-2015

Date

Attest:



Kathy Michael, Clerk of the County Board

McLean County, Illinois

Members Caisley and Harris Moved the County Board approve a Request for Approval of a SAMHSA Funding Agreement for continued service from Chestnut Health Systems - Court Services. Clerk Michael shows all members present voting in favor of the motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:

AGREEMENT

WHEREAS, COURT SERVICES and, the CENTER FOR YOUTH AND FAMILY SOLUTIONS are established partners under the Drug Court Enhancement grant provided through the SAMHSA ;

WHEREAS, COURT SERVICES provides **specialized probation services** to offenders referred to and accepted into Problem Solving Courts; and

WHEREAS, The Center for Youth and Family Solutions (CYFS) provides **case management, advocacy and trauma informed services**; and

WHEREAS, COURT SERVICES has funding available through the SAMHSA Drug Court Enhancement grant to contract services with an agency to provide **case management, advocacy and trauma informed services** to Problem Solving Courts; and

WHEREAS, CYFS seeks to provide **case management, advocacy and trauma informed services** for offenders referred to Problem Solving Courts; and

WHEREAS, COURT SERVICES and CYFS desire to enter into this AGREEMENT to establish, define, and coordinate a mutually beneficial relationship to insure the above purposes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

The SAMHSA DCE grant project builds upon the success of the McLean Problem Solving Courts. Existing programs have been leveraged to promote major systems transformation. Expansion and Enhancements include:

- Expansion of co-occurring disorders into the adult drug court.
- The development of a unified problem solving courts infrastructure that will provide formalized processes to enhance the performance and sustainability of the McLean County problem solving courts and improve interagency collaboration
- The promotion of service integration by incorporating new behavioral health treatments, peer, and recovery support services that are evidence-based and consumer-driven
- Comprehensive evaluation of the McLean County problem solving courts resulting in broadening evidence-based practice and knowledge and leading to continuous quality improvement

COURT SERVICES agrees to pay \$80,000.00 annually for **case management, advocacy and trauma informed services**; from CYFS out of the SAMHSA DCE grant as outlined below:

Provide two (2) full time Care Coordinators for the Problem Solving Court program. The Care Coordinators are vital to participant services related to the program and outcomes. They will be responsible for ensuring coordinated, relevant, trauma-informed services will be provided to each participant based upon the participants'

individualized treatment plans. The Care Coordinators will be contracted through Center for Youth and Family Solutions, which has extensive experience in coordination and provision of complex community services. Cost is based upon current going rate for similar positions at CYFS. All program participants will be served by the Care Coordinators. An additional \$5000 will be used for agency supervision of the case managers, including collaborative meetings with the problem solving court management and clinical teams.

The term of this AGREEMENT shall be from September 30, 2015 until September 29, 2018, or the depletion of grant funds, or unless otherwise terminated by either party as provided herein.

This AGREEMENT shall automatically terminate, without further action, upon the termination of the grant or its funding. Additionally, this Agreement can be terminated by either party, with or without cause, upon a sixty (60) day written notice to the other party, provided the termination of the AGREEMENT is approved by SAMHSA.

CYFS shall maintain complete and accurate records of all services provided pertinent to this AGREEMENT, and will provide timely and accurate reports as outlined by SAMHSA for inclusion in COURT SERVICES' grant reports.

CYFS will bill the County of McLean, via a monthly invoice for services as outlined above, to the COURT SERVICES DIRECTOR by the 15th day of the following month, not to exceed an annual total of \$80,000 and within federal hourly rate caps. Payment will be expected within 60 days.

CYFS agrees to save and hold harmless from any and all liability, claims, losses, damages, cost expenses, or attorney fees (with the exceptions of any liability imposed for willful and wonton acts or negligence on the part of McLean County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

This AGREEMENT is entered into in the City of Bloomington, County Of McLean, Illinois and shall be governed by the laws of the State of Illinois and venue shall be proper in McLean County, Illinois.

This AGREEMENT shall become effective upon approval by the McLean County Board.

In Witness Whereof, signatories agree to the terms laid out above:

McLean County Court Services

By: Lori McCormick

Lori McCormick, Director

10.19.15

Date

The Center for Youth and Family Solutions

By: Doug Braun

Doug Braun, Coordinator

10/19/15

Date

McLean County Board

By: Matt Sorenson

Matt Sorenson, County Board Chair

11-17-2015

Date

Attest:

Kathy Michael

Kathy Michael, Clerk of the County Board

McLean County, Illinois

Members Caisley and Harris Moved the County Board approve a Request for Approval of a SAMHSA Funding Agreement for continued service from The Center for Youth and Family Services - Court Services. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:

AGREEMENT

WHEREAS, COURT SERVICES and, the MARK BENSON are established partners under the Drug Court Enhancement grant provided through the SAMHSA ;

WHEREAS, COURT SERVICES provides **specialized probation services** to offenders referred to and accepted into Problem Solving Courts; and

WHEREAS, MARK BENSON provides **clinical services**; and

WHEREAS, COURT SERVICES has funding available through the SAMHSA Drug Court Enhancement grant to contract services with an agency to provide **clinical services** to Problem Solving Courts; and

WHEREAS, MARK BENSON seeks to provide **clinical services** for offenders referred to Problem Solving Courts; and

WHEREAS, COURT SERVICES and MARK BENSON desire to enter into this AGREEMENT to establish, define, and coordinate a mutually beneficial relationship to insure the above purposes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

The SAMHSA DCE grant project builds upon the success of the McLean Problem Solving Courts. Existing programs have been leveraged to promote major systems transformation. Expansion and Enhancements include:

- Expansion of co-occurring disorders into the adult drug court.
- The development of a unified problem solving courts infrastructure that will provide formalized processes to enhance the performance and sustainability of the McLean County problem solving courts and improve interagency collaboration
- The promotion of service integration by incorporating new behavioral health treatments, peer, and recovery support services that are evidence-based and consumer-driven
- Comprehensive evaluation of the McLean County problem solving courts resulting in broadening evidence-based practice and knowledge and leading to continuous quality improvement

COURT SERVICES agrees to pay \$41,600.00 (\$800.00/wk. X 52 weeks) annually for **clinical services**; from MARK BENSON out of the SAMHSA DCE grant as outlined below:

Oversee clinical and treatment matters for the Problem Solving Courts and provide necessary clinical direction and guidance to staff for clients served under this project.

The term of this AGREEMENT shall be from September 30, 2015 until September 29, 2018, or the depletion of grant funds, or unless otherwise terminated by either party as provided herein.

This AGREEMENT shall automatically terminate, without further action, upon the termination of the grant or its funding. Additionally, this Agreement can be terminated by either party, with or without cause, upon a sixty (60) day written notice to the other party, provided the termination of the AGREEMENT is approved by SAMHSA.

MARK BENSON shall maintain complete and accurate records of all services provided pertinent to this AGREEMENT, and will provide timely and accurate reports as outlined by SAMHSA for inclusion in COURT SERVICES' grant reports.

MARK BENSON will bill the County of McLean, via a monthly invoice for services as outlined above, to the COURT SERVICES DIRECTOR by the 15th day of the following month, not to exceed an annual total of \$41,600 and within federal hourly rate caps. Payment will be expected within 60 days.

MARK BENSON agrees to save and hold harmless from any and all liability, claims, losses, damages, cost expenses, or attorney fees (with the exceptions of any liability imposed for willful and wonton acts or negligence on the part of McLean County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

This AGREEMENT is entered into in the City of Bloomington, County Of McLean, Illinois and shall be governed by the laws of the State of Illinois and venue shall be proper in McLean County, Illinois.

This AGREEMENT shall become effective upon approval by the McLean County Board.

In Witness Whereof, signatories agree to the terms laid out above:

McLean County Court Services

By: Lori McCormick

Lori McCormick, Director

10/22/18

Date

Mark Benson

By: Mark Benson

Mark Benson

10/22/15

Date

McLean County Board

By: Matt Sorensen

Matt Sorensen, County Board Chair

11-17-2015

Date

Attest:

Kathy Michael

Kathy Michael, Clerk of the County Board

McLean County, Illinois

Members Caisley and Harris Moved the County Board approve a Request for Approval of a SAMHSA Funding Agreement for continued service from The Center for Youth and Family Services - Court Services. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:

AGREEMENT

WHEREAS, MCLEAN COUNTY, ILLINOIS COURT SERVICES (COURT SERVICES) and, the National Center for State Courts are established partners under the Drug Court Enhancement grant provided through the SAMHSA ;

WHEREAS, COURT SERVICES provides **specialized probation services** to offenders referred to and accepted into Problem Solving Courts; and

WHEREAS, National Center for State Courts (NCSC) provides **process and outcome evaluation services**; and

WHEREAS, COURT SERVICES has funding available through the SAMHSA Drug Court Enhancement grant to contract services with an agency to provide **process and outcome evaluation services** to its Problem Solving Courts; and

WHEREAS, NCSC seeks to provide **process and outcome evaluation services** to the Problem Solving Courts; and

WHEREAS, COURT SERVICES and NCSC desire to enter into this AGREEMENT to establish, define, and coordinate a mutually beneficial relationship to insure the above purposes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

The SAMHSA DCE grant project builds upon the success of the McLean Problem Solving Courts. Existing programs have been leveraged to promote major systems transformation. Expansion and Enhancements include:

- Expansion of co-occurring disorders into the adult drug court.
- The development of a unified problem solving courts infrastructure that will provide formalized processes to enhance the performance and sustainability of the McLean County problem solving courts and improve interagency collaboration
- The promotion of service integration by incorporating new behavioral health treatments, peer, and recovery support services that are evidence-based and consumer-driven
- Comprehensive evaluation of the McLean County problem solving courts resulting in broadening evidence-based practice and knowledge and leading to continuous quality improvement

COURT SERVICES agrees to pay \$60,000.00 annually for **process and outcome evaluation services** from NCSC out of the SAMHSA DCE grant as outlined below: NCSC will conduct the local evaluation as a core member of the collaborative oversight process. NCSC will work with the Problem Solving Courts to implement the data-gathering and reporting infrastructure necessary to achieve the goals of the local evaluation in a manner that incorporates contributions of consumers and will do so within the context of culturally competent evaluation practices.

In year 1, NCSC will conduct a process evaluation that assesses:

- How closely did implementation match the plan?
- What types of changes were made to the originally proposed plan?
- What types of changes were made to address disparities in access, service use, and outcomes across subpopulations, including the use of the National CLAS Standards?
- What led to the changes in the original plan?
- What effect did the changes have on the planned intervention and performance assessment?
- Who provided (program staff) what services (modality, type, intensity, duration), to whom (individual characteristics), in what context (system, community), and at what cost (facilities, personnel, dollars)?
- What strategies were used to maintain fidelity to the evidence-based practice or intervention across providers over time?
- How many individuals were reached through the program?

The process evaluation will be submitted as the yearly performance assessment report and will include information gathered through the GPRA, staff interviews, data from the drug court and recovery court database and screening/assessment tools and focus groups/surveys with participants. Two site visits will be conducted in year 1. One will be used to establish baseline operations and the second to establish changes made over the course of the first year of the grant.

The evaluator will also attend the grantee meeting to be held in-person in FY2016.

The term of this AGREEMENT shall be from September 30, 2015 until September 29, 2018, or the depletion of grant funds, or unless otherwise terminated by either party as provided herein.

This AGREEMENT shall automatically terminate, without further action, upon the termination of the grant or its funding. Additionally, this Agreement can be terminated by either party, with or without cause, upon a sixty (60) day written notice to the other party, provided the termination of the AGREEMENT is approved by SAMHSA.

NCSC shall maintain complete and accurate records of all services provided pertinent to this AGREEMENT, and will provide timely and accurate reports as outlined by SAMHSA for inclusion in COURT SERVICES' grant reports.

NCSC will bill the County of McLean, semi-annually for services as outlined above, to the COURT SERVICES DIRECTOR, not to exceed an annual total of \$60,000 and within federal hourly rate caps. Payment will be expected within 60 days.

NCSC agrees to save and hold harmless from any and all liability, claims, losses, damages, cost expenses, or attorney fees (with the exceptions of any liability imposed

for willful and wanton acts or negligence on the part of McLean County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

This AGREEMENT is entered into in the City of Bloomington, County Of McLean, Illinois and shall be governed by the laws of the State of Illinois and venue shall be proper in McLean County, Illinois.

This AGREEMENT shall become effective upon approval by the McLean County Board.

In Witness Whereof, signatories agree to the terms laid out above:

McLean County Court Services

By: *Lori McCormick*

Lori McCormick, Director

10-22-15

Date

National Center for State Courts

By: *Daniel J. Hall*

Daniel J. Hall, Vice President

10/21/2015

Date

McLean County Board

By: *Matt Soren*

Matt Sorensen, County Board Chair

11-17-2015

Date

Attest:

Kathy Michael

Kathy Michael, Clerk of the County Board

McLean County, Illinois

Members Caisley and Buchanan Moved the County Board approve a Request for Approval of a SAMHSA Funding Agreement for continued service from the National Center for State Courts - Court Services. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

**FINANCE COMMITTEE:
Member Owens, presented the following:**



McLean County Nursing Home
901 N. Main Street
Normal, Illinois 61761

To: The Honorable Chairman and Members of the Finance Committee

From: Cindy Wegner, Director

Date: October 30, 2015

Subj: 2016 Private Pay Rate

Each year, as the budget is reviewed, the committee reviews the charges for care at the McLean County Nursing Home to make certain the Private Pay rate is adequate to cover the cost of providing care. The proposed rate was incorporated into the revenue projections of the 2016 Recommended Budget.

The rate is determined by a mathematical computation. The total budget is divided by the anticipated number of resident days at an average cost per resident day. This is then recommended to the McLean County Board for adoption as the Private Pay rate. Below is the computation used for the 2015 fiscal year.

2016 Budget	\$9,777,566.00
Less Proposed Capital Expenditures	(\$360,000.00)
Depreciation Exceeding Capital Expense	\$0.00
Projected Cost of Operation	\$9,417,056.00
Average Projected Census	139 Residents per day
Projected Days	50,735
Cost Per Day	\$185.00 (\$9417,056 / 50,735)

I recommend the Committee approve the rate of \$185.00 per day effective January 1, 2016, and forward that recommendation to the McLean County Board for approval.

In addition, we are proposing the following rates for private rooms based on availability and demand:

- Private Room:\$200 per day
(Rooms 229,230,329,330, 429 & 430. Smaller room/private bath)
- Semi-Private Room converted to a Private Room:\$225 per day
(Larger room/shared bath)
- Two-Room Conversion.....\$415 per day
(Includes two full rooms with private bathroom)

Members Owens and Segobiano Moved the County Board approve a Request for Approval of the Nursing Home 2016 Private Pay Rate - Nursing Home. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:
Member McIntyre, Vice Chairman, presented the following:

**ORDINANCE NO.
AN ORDINANCE DESCRIBING AND DESIGNATING
AN AREA AS AN ENTERPRISE ZONE**

WHEREAS, the State of Illinois Enterprise Zone Act encourages local governmental participation in the promotion of private sector investment in economically depressed areas throughout the State; and

WHEREAS, a large number of residents in the Bloomington-Normal area have experienced pervasive poverty, unemployment, and economic distress; and

WHEREAS, there are certain local areas that need particular attention of government, business and labor to attract private sector investments and directly aid the entire region and the residents thereof; and

WHEREAS, the Illinois Enterprise Zone Act requires units of local government to pass an Ordinance establishing an Enterprise Zone before it can apply to the Department of Commerce and Economic Opportunity for certification of the Zone; and

WHEREAS, a public hearing on the establishment of such a Zone was conducted by the City of Bloomington, Town of Normal, City of Gibson City, County of Ford, and County of McLean within the boundaries of the proposed enterprise zone on November 9, 2015;

NOW, THEREFORE, BE IT ORDAINED BY THE CHAIRMAN AND COUNTY BOARD OF THE COUNTY OF MCLEAN, ILLINOIS, AS FOLLOWS:

SECTION ONE: Definitions. As used in this ordinance:

"Act" means the Enterprise Zone Act (20 ILCS 655/).

"Department" means the Department of Commerce and Economic Opportunity.

"EDC" means the Economic Development Council of the Bloomington Normal Area.

"IGA Parties" means the Town of Normal, the City of Bloomington, the City of Gibson City, the County of McLean, and the County of Ford.

"Zone Area" means the area described and depicted in Appendix A, which is incorporated into this ordinance.

SECTION TWO: Designation. The Zone Area is designated as an Enterprise Zone, subject to the approval of the Department as set forth under the Act.

SECTION THREE: Qualifications. The County finds and determines that the Enterprise Zone meets the qualifications set forth under Section 4 of the Act.

SECTION FOUR: Duration. The duration of the Enterprise Zone is the maximum duration allowed for the Zone under Section 5.3 of the Act, including allowable extensions.

SECTION FIVE: Incentive. The County, in an effort to facilitate the successful development of the Enterprise Zone, will provide for a limited, discretionary property-tax abatement on improvements as follows:

A. Eligible Projects: To be considered for an abatement under this Section, a new attraction or a competitively-bid expansion project must create or maintain 50 or more Full Time Equivalent jobs and meet one of the following minimum qualification criteria:

(1) the enterprise has invested or intends to invest a minimum of \$5 million which is or will be placed in service in the qualified property; or

(2) Result in the creation of a new property lease with a minimum term of 5 years whose value is \$600,000 annually.

B. Demonstrated Need: Each project must present a documented "but-for" case, either by providing a written offer from another locality or a signed affidavit.

C. Two-track system: Abatements will be offered in two different tracks, based on the impact of the project in question. Projects of a higher quality are eligible for a "high impact" abatement, and projects meeting only the minimum criteria are eligible for the "standard" abatement.

"High-Impact" Abatement: Five-year 100% abatement on improvements (existing tax revenue not jeopardized).

"Standard Abatement": Five-year graduated abatement on improvements (existing tax revenue not jeopardized) as follows:

- (1) 100% of improvements in year one;
- (2) 80% of improvements in year two;
- (3) 60% of improvements in year three;
- (4) 40% of improvements in year four; and
- (5) 20% of improvements in year five.

Projects qualifying for the "High-Impact Abatement" are generally one or more of the following:

- (1) Projects in the industries of Agribusiness, Logistics & Warehousing, IT/Clean Tech Manufacturing, Finance, Insurance and Real Estate, or Education;
- (2) Projects that will create jobs whose average pay (wages plus benefits), across all new positions, is greater than the McLean County per-capita income level, as determined by the most recent American Community Survey 5-year estimates (presently \$28,167);
- (3) Projects that will locate in a "targeted area." Targeted areas include officially designated brownfields, distressed areas as defined by the Federal New Markets Tax Credit program, designated shovel-ready sites, or similar areas; or
- (4) Projects that will derive a high percentage of revenue from exports.

D. Restrictions: The following types of projects are ineligible for abatement consideration:

- (1) Residential-only development; and
- (2) Wind Energy.

E. Approval Process: All projects requesting an abatement must apply to the EDC. The EDC will evaluate the applications and award the abatement to qualifying applicants. The EDC must notify each affected taxing body of the award.

F. Clawbacks and Enforcement: In all cases, individual abatement agreements must contain clawback provisions to ensure that the projects incentivized by this abatement program perform to the expectations set forth in the agreement.

Any project that receives an abatement but is found not to have created the number of jobs and quantity of investment set forth in its abatement agreement is required to pay back previously received abatement amounts on a pro-rata basis. Each taxing body retains the right to terminate abatement agreements for non-performance.

Each project receiving property tax abatements must also agree to not challenge their property tax assessment for a period of 5 years following the end of the abatement period.

G. Inspection & Monitoring: Each abatement agreement must provide a mechanism for inspection to ensure that the investment promised by the company has taken place. This "audit" may

occur no more than once annually and is the responsibility of the Economic Development Council to undertake at the request of a taxing body. The audit will include:

- (1) Inspection of employee records, date of hire, and salary information;
- (2) Review of construction budgets, building permits, and depreciation information on tax documents; and
- (3) On-site visual inspection of the investment.

SECTION SIX: Additional incentives allowed. This Ordinance does not prohibit the County from extending additional tax incentives of reimbursement for business enterprises in this Enterprise Zone or its corporate limits by separate Ordinance.

SECTION SEVEN: Conformance to codes, Ordinances, and regulations. No incentive is available to any project that is not constructed, used, or occupied in conformance with all County codes, ordinances, and regulations. Except as expressly and specifically provided in this Ordinance, nothing contained in this Ordinance may be construed to waive, abrogate, lessen, or weaken the full force, effect, and application of all laws, resolutions, codes, regulations, and ordinances of the County to any project or any person or property.

SECTION EIGHT: Application and administration. That the County Manager is authorized and directed to (i) make an application to the Department under Section 5 1 of the Act, (ii) as he deems proper, to cause to be promulgated any program, directive, rule, or regulations, to make any recommendation, and to furnish any information for the purpose of securing certification of Zone Area as an Enterprise Zone, and (iii) to administer the Enterprise Zone and the related programs after the Zone is certified.

SECTION NINE: Zone Administrator. The position of "Zone Administrator" is created. The first Zone Administrator is the Executive Director of the EDC, and successors shall be designated pursuant to an Intergovernmental Agreement by and among the IGA Parties pertaining to the Zone. The duties of the Zone Administrator shall be performed in addition to the regular duties of the position of Executive Director. It is the power and duty of the Zone Administrator to:

- A. Supervise the implementation of the provisions of this Ordinance and the Illinois Enterprise Zone Act;
- B. Act as a liaison between the IGA Parties, the Department, any designated zone organization, and other State, federal, and local agencies, whether public or private;
- C. Conduct an ongoing evaluation of the Enterprise Zone program and submit such evaluative reports on at least an annual basis to the Chairman and County Board;
- D. Promote the coordination of other relevant programs, including but not limited to housing, community and economic development, small business, financial assistance, and employment training within the Enterprise Zone;
- E. Recommend qualified designated zone organizations to the County Board; and
- F. Have other duties as specified by either the Chairman or the County Board.

SECTION TEN. Designated zone organizations. In order to facilitate the successful development of the Enterprise Zone and in accordance with the Act, the County may establish one or more designated zone organizations to carry out any or all of the functions provided for in Section 8 of the Act.

SECTION ELEVEN. Certification fee. The Enterprise Zone Administrator is authorized and directed to collect a certification fee from any applicant for construction or renovation in the Enterprise

Zone in order to be certified as eligible for enterprise zone benefits.

A. The amount of the certification fee is 0.5% of the cost of the building materials of a project, as determined at the time of certification of the project by the Enterprise Zone Administrator. No fee, however, may exceed \$50,000.

B. The certification fee must be paid at the time that the application for certification for eligibility for zone benefits is filed. The applicant and the Zoning Administrator, however, may arrange a different payment date for the fee with respect to any application.

C. The proceeds of the certification fee shall be distributed to the Economic Development Council of Bloomington Normal Area.

SECTION TWELVE: Repeal of conflicting ordinances. The provisions of any ordinance that conflicts with the provisions of this Ordinance are repealed to the extent of the conflict.

SECTION THIRTEEN: Effective date. This Ordinance takes effect 10 days after the date of its publication and applies to such portion of the Zone as is or becomes a part of the County of McLean for the duration of the Zone.

[Rest of page intentionally left blank]

Presented, passed, and approved by the County Board of the County of McLean this ____ Day of _____, 2015.

APPROVED:

Chairman
County of McLean, Illinois

ATTEST

County Clerk

(SEAL)

CERTIFIED COPY

STATE OF ILLINOIS)

COUNTY OF MCLEAN)

I, _____, County Clerk of the County of McLean, do hereby certify that the foregoing is a true and complete copy of an original of Ordinance No. _____; being a **AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA AS AN ENTERPRISE ZONE**, which was approved at a regular meeting of said County Board held on the ____ day of _____, 2015, by an affirmative vote of the majority of all members elected to said County Board; the vote having been taken by yeas and nays and entered on the record: of the proceedings of said County Board.

Witness my hand and seal of said County of McLean; this ____ day of _____, 2015

County Clerk

(SEAL)

CERTIFIED COPY

STATE OF ILLINOIS)

COUNTY OF MCLEAN)

I, _____, County Clerk of the County of McLean, do hereby certify that the foregoing is a true and complete copy of an original of Ordinance No. _____; being a **AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA AS AN ENTERPRISE ZONE**, which was approved at a regular meeting of said County Board held on the ____ day of _____, 2015, by an affirmative vote of the majority of all members elected to said County Board; the vote having been taken by yeas and nays and entered on the record: of the proceedings of said County Board.

Witness my hand and seal of said County of McLean; this ____ day of _____, 2015

County Clerk

(SEAL)

CERTIFIED COPY

STATE OF ILLINOIS)

COUNTY OF MCLEAN)

I _____, County Clerk of County of McLean, do hereby certify that the foregoing is a true and complete copy of an original signature of said County on an **Intergovernmental Agreement Concerning Enterprise Zone Designation and Operation and said Intergovernmental Agreement**, which was approved at a regular meeting of said County Board held on the ____ day of _____, 2015, by an affirmative vote of the majority of all members elected said County Board; the vote having been taken by yeas and nays and entered on the record: of the proceedings of the County Board.

Witness my hand and seal of said County of McLean; this ____ day of _____, 2015

County Clerk

(SEAL)

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT CONCERNING ENTERPRISE ZONE DESIGNATION AND OPERATION

This agreement is dated November 9, 2015 and is between the COUNTY OF MCLEAN, the COUNTY OF FORD, the CITY OF BLOOMINGTON, the CITY OF GIBSON CITY, and the TOWN OF NORMAL.

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

Section 1. Purpose. The purpose of this agreement is to organize and coordinate the efforts of the parties in bringing about the designation and operation of an Enterprise Zone under the provisions of the Enterprise Zone Act (20 ILCS 655/).

Section 2. Description. The property that is the subject of this agreement is described in Appendix A of the Enterprise Zone Designating Ordinance ("Zone Property"). The Zone Property is located partly in the jurisdiction of each of the parties.

Section 3. Enabling ordinance. Each party to this agreement agrees to adopt an ordinance meeting the requirements of the Enterprise Zone Act. Each party agrees to adopt any other ordinances or legislation as may be necessary to carry out the intent of the enabling ordinance.

Section 4. Application. The parties agree to submit to the Department of Commerce and Economic Opportunity a joint application for designation of the Zone Property as an Enterprise Zone in accordance with the requirements of the Enterprise Zone Act.

Section 5. Administrator. The Executive Director of the Economic Development Council of the Bloomington Normal Area shall serve as the first administrator to administer the Zone. The parties agree to appoint, collectively, each successor. To that extent, each party agrees to adopt any ordinance or resolution that is necessary to empower the Administrator to act on behalf of that party with respect to the administration of the Zone within its jurisdiction. In selecting an Administrator, each party has one vote, which shall be cast by the chief executive officer of each party (mayor or county board

chairman, as applicable). Each Administrator continues to hold the position until he or she resigns or dies or until the chief executive officers of at least 3 of the parties vote to discharge him or her.

Section 6. Specific performance. Because the success of the Zone depends upon the unified and coordinated actions of all of the parties to this agreement, and because it is impossible to calculate the damage that may be done by the failure to adhere to the provisions of this agreement, it is hereby declared by and among the parties that any obligations imposed upon any party by this agreement or undertaken through the submission of a joint application under the Enterprise Zone Act is specifically enforceable against any party by any or all of the other four parties.

[Rest of page intentionally left blank]

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

County of Ford

County of McLean

County Board Chairman Date

County Board Chairman Date

ATTEST:

County Clerk

County Clerk

City of Bloomington

Town of Normal

Mayor Date

Mayor Date

ATTEST:

City Clerk

Town Clerk

City of Gibson City

Mayor Date

ATTEST:

City Clerk

CERTIFIED COPY

STATE OF ILLINOIS)

COUNTY OF MCLEAN)

TOWN OF _____)

I _____, Clerk of said _____ (Unit of Government), do hereby certify that the foregoing is a true and complete copy of an original signature of said Unit of Government on an **Intergovernmental Agreement Concerning Enterprise Zone Designation and Operation and said Intergovernmental Agreement**, which was approved at a regular meeting of said Unit of Government held on the ____ day of _____, 2015, by an affirmative vote of the majority of all members elected said Unit of Government; the vote having been taken by yeas and nays and entered on the record: of the proceedings of the Unit of Government.

Witness my hand and seal of said Unit of Government; this ____ day of _____, 2015

Clerk

(SEAL)

CERTIFIED COPY

STATE OF ILLINOIS)

COUNTY OF MCLEAN)

TOWN OF _____)

I _____, Clerk of said _____ (Unit of Government), do hereby certify that the foregoing is a true and complete copy of an original signature of said Unit of Government on an **Intergovernmental Agreement Concerning Enterprise Zone Designation and Operation and said Intergovernmental Agreement**, which was approved at a regular meeting of said Unit of Government held on the ____ day of _____, 2015, by an affirmative vote of the majority of all members elected said Unit of Government; the vote having been taken by yeas and nays and entered on the record: of the proceedings of the Unit of Government.

Witness my hand and seal of said Unit of Government; this ____ day of _____, 2015

Clerk

(SEAL)

Illinois Enterprise Zone Program
Application for New Designation
Application Information and Instructions

Application Certification

THE APPLICANT CERTIFIES THAT:

To the best of my knowledge and belief, data and other information in this application are true and correct, and this document has been authorized by the governing body of the applicant. I further certify that each incentive authorized by the governing body will be implemented and that all necessary administrative procedures will be established and effected.

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

Town of Normal	
Designating Unit of Government	Chief Elected Official
	Mayor
Date	Title

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

City of Bloomington	
Designating Unit of Government	Chief Elected Official
	Mayor
Date	

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

County of McLean	
Designating Unit of Government	Chief Elected Official
	County Board Chairman
Date	

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

County of Ford	
Designating Unit of Government	Chief Elected Official
	County Board Chairman
Date	

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

City of Gibson City	
Designating Unit of Government	Chief Elected Official
	Mayor
Date	

Bloomington - Normal - McLean County
Enterprise Zone
Full Zone Legal Description
Tract 1

Point of Beginning: In the City of Bloomington, County of McLean, State of Illinois, at the intersection of the north right-of-way line of West Market Street and the western right-of-way line of Illinois Central Gulf Railroad tracks; thence southwesterly along said western right-of-way line to the intersection of the north right-of-way line of West Front Street and the east right-of-way line of South Lumber Street; thence southwesterly along said east right-of-way line of South Lumber Street to its intersection with the south right-of-way line of West Oakland Avenue. From this point the boundary runs westerly along the south right-of-way line of Oakland Avenue/Oakland County Road to the west right-of-way line of Interstate 55-74. The boundary follows the western Interstate 55-74 right-of-way line northward to the south right-of-way line of West Washington Street. The boundary follows this right-of-way line westward until it intersects with the west right-of-way line of Bloomington Heights Road; thence Northerly on said west right of way line of Bloomington Heights Road to the north right of way line of said West Washington Street; thence Westerly on the north right of way line of said West Washington Street to the south line of the N1/2 of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian; thence Westerly on the south line of said N1/2 of Section 1 to the west line of said Section 1; thence Northerly on the west line of said Section 1 to the south right of way line of West Market Street; thence Easterly on the south right of way line of said West Market Street to the southwesterly right of way line of the roadway commonly known as Old Peoria Road; thence Northwesterly on the southwesterly right of way line of said Old Peoria Road to the west right of way line of County Road 1100 East. The boundary then follows the west right-of-way line of 1100 East in a northerly direction to its intersection with the centerline of West Raab Road; thence westerly on the centerline of said West Raab Road to the northeasterly right of way line of the Norfolk Southern Railroad; thence Northwesterly on the northeasterly right of way line of said Norfolk Southern Railroad to the centerline of Interstate 74; thence Easterly on the centerline of said Interstate 74 to the centerline of Ropp Road; thence Southerly on the centerline of said Ropp Road to the south right of way line of said Raab Road; thence Easterly on the south right of way line of said Raab Road to the west right of way line of Interstate 55/74; thence Southerly on the west right of way line of said Interstate 55/74 to the north right of way line of College Avenue; thence Westerly on the north right of way line of said College Avenue to the easterly right of way line of White Oak

Road; thence Southeasterly on the easterly right of way line of said White Oak Road to the east right of way line of said Interstate 55/74; thence Southerly on the east right of way line of said Interstate 55/74 to the north right of way line of said West Market Street; thence Easterly on the north right of way line of said West Market Street to the west right of way line of Morris Avenue; thence Northerly on the west right of way line of said Morris Avenue to the south right of way line of Empire Street; thence Westerly on the south right of way line of Empire Street to the west right of way line of Morris Avenue; thence Northerly on the west right of way line of said Morris Avenue to the north right of way line of Seminary Street; thence Easterly on the north right of way line of said Seminary Street and the north right of way line of Emerson Street to the easterly right of way line of the Illinois Central Gulf Railroad; thence Southwesterly on the easterly right of way line of said Illinois Central Gulf Railroad to the east right of way line of Allin Street; thence Southerly on the east right of way line of said Allin Street to the south line of the public alley in Block 9 Western Addition to the City of Bloomington; thence Easterly on the south right of way line of said public alley to the east right of way line of Mason Street; thence Southerly on the east right of way line of said Mason Street to the south right of way line of the public alley in Block 10 in said Western Addition to the City of Bloomington; thence Westerly on the south right of way line of said public alley to the east right of way line of said Allin Street; thence Southerly on the east right of way line of said Allin Street to the north right of way line of Locust Street; thence Easterly on the north right of way line of said Locust Street to the west right of way line of Main Street; thence Northerly on the west right of way line of said Main Street to the south right of way line of Chestnut Street; thence Westerly on the south right of way line of said Chestnut Street to the west right of way line of Center Street; thence Northerly on the west right of way line of said Center Street to the north right of way line of said Empire Street; thence Easterly on the north right of way line of said Empire Street to the east right of way line of said Main Street; thence Southerly on the east right of way line of said Main Street to the north line of the South 8 feet of the N1/2 of Block 5 in Durley Addition to the City of Bloomington, being the south line of the property described in a Quit-Claim Deed recorded as Document No. 2004-29484 in the McLean County Recorder of Deeds Office to the west right of way line of the public alley in said Block 5 Durley Addition; thence Southerly on the west right of way line of said public alley to the north right of way line of Walnut Street; thence Easterly on the north right of way line of said Walnut Street to the east right of way line of Prairie Street; thence Southerly on the east right of way line of said Prairie Street to the south right of way line of said Chestnut Street; thence Westerly on the south right of way line of said Chestnut Street to the east right of way line of East Street; thence Southerly on the east right of way line of said East Street to the north line of Lot 7 in Block 11 in Durley Addition to the City of Bloomington; thence Easterly on the north line of said Lot 7 and the north line of Lot 8 in said Block 11 Durley Addition, being the north line of the property described in a Warranty Deed recorded as Document No. 2012-23170 in the McLean County Recorder of Deeds Office to the west right of way line of Prairie Street; thence Northwesterly to the southwest corner of Lot 12 in Block 10

in said Durley Addition, said corner being at the point of intersection with the east right of way line of said Prairie Street and the north right of way line of a public alley; thence Easterly on the north right of way line of said public alley to the point of intersection with the northerly extension of the east line of the West 33 and 1/3 feet of Lot 15 in said Block 10 in Durley Addition; thence Southerly on said northerly extension and the east line of West 33 and 1/3 feet of said Lot 15, being the east line of the property described in a Warranty Deed recorded as Document No. 2002-12446 in the McLean County Recorder of Deeds Office to the north right of way line of said Locust Street; thence Westerly on the north right of way line of said Locust Street to the east right of way line of said Prairie Street; thence Southerly on the east right of way line of said Prairie Street to the north right of way line of said Market Street; thence Easterly on the north right of way line of said Market Street to the east right of way line of said Gridley Street; thence Southerly on the east right of way line of said Gridley Street to the north right of way line of Jefferson Street; thence Easterly on the north right of way line of said Jefferson Street to the east right of way line of McLean Street; thence Southerly on the east right of way line of said McLean Street to the south right of way line of Front Street; thence Westerly on the south right of way line of said Front Street to the to the east right of way line of said Gridley Street; thence Southerly on the east right of way line of said Gridley Street to the north right of way line of Oakland Avenue; thence Easterly on the north right of way line of said Oakland Avenue to the east right of way line of Clayton Street; thence Southerly on the east right of way line of said Clayton Street to the point of intersection with the easterly extension of the south line of Lot 2 in Castle Subdivision to the City of Bloomington; thence Westerly on the easterly extension of said south line, the south line and the westerly extension said south line to the southwesterly right of way line of the Norfolk Southern Railroad; thence Northwesterly on the southwesterly right of way line of said Norfolk Southern Railroad to the southeast corner of Lot 7 in Schroeder's Addition to Bloomington also being the southwest corner of the property described in a Warranty Deed recorded as Document No. 2005-24103 in the McLean County Recorder of Deeds Office; thence Westerly on the south line of the tract of land described in said Warranty Deed to the east right of way line of said Gridley Street; thence Southerly on the east right of way line of said Gridley Street to the south right of way line of Wood Street; thence Westerly on the south right of way line of said Wood Street to the west right of way line of Lee Street; thence Northerly on the west right of way line of said Lee Street to the south right of way line of Taylor Street; thence Westerly on the south right of way line of said Taylor Street to the west right of way line of said Allin Street; thence Northerly on the west right of way line of said Allin Street to the north right of way line of said Front Street; thence Easterly on the north right of way line of said Front Street to the west right of way line of said Allin Street; thence Northerly on the west right of way line of said Allin Street to the north right of way line of Monroe Street; thence Westerly on the north right of way line of said Monroe Street to the west right of way line of Morris Avenue; thence Southerly on the west right of way line of said Morris Avenue to the north right of way line of Washington Street; thence Westerly on the north right of way line of

said Washington Street to the southeasterly right of way line of said Illinois Central Gulf Railroad; thence Northeasterly on the southeasterly right of way line of said railroad to the north right of way line of said Market Street; thence westerly on the north right of way line of said Market Street to the Point of Beginning containing 5,279.27 acres / 8.25 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 2
Passive Enterprise Zone Connector

A strip of land 3 feet in width lying east of and adjacent to the west right-of-way line of Dr. Martin Luther King Jr. Drive in the City of Bloomington, McLean County, Illinois. Said strip is bounded on the north by the southwesterly right-of-way line of the Norfolk and Southern Railroad and on the south by the north right-of-way line of Market Street in the City of Bloomington, said north right-of-way line being the north line of the existing Enterprise Zone.

Tract 2 contains 13,134 S.F. / 0.13 acres, more or less.

Legal Description Tract 3
Enterprise Zone

Lot 1 and Outlot A in Kalamaya Subdivision Third Addition to the City of Bloomington, McLean County, Illinois, per plat recorded May 29, 1998 as Document No. 98-18176 in the McLean County Recorder's Office, together with:

Part of the North 133.00 feet of Lot 1 of Kalamaya Subdivision First Addition recorded as Document No. 94-24439 in the McLean County Recorder's Office described as follows: Beginning at the northeast corner of said Lot 1 of Kalamaya Subdivision First Addition; thence Southerly along the east line of said Lot 1 and the west right-of-way line of Dr. Martin Luther King Jr. Drive along a curve convex to the west, with an initial tangent bearing S.33°-28'-44"W. and a radius of 693.00 feet, a distance of 149.94 feet; thence West 492.83 feet; thence North 133.00 feet to the north line of said Lot 1 in Kalamaya Subdivision First Addition; thence east along the north line of said Lot 1, 561.42 feet to the Point of Beginning.

Tract 3 contains 12.41 acres / 0.02 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 4
Passive Enterprise Zone Connector

A part of the SE ¼ of Section 30 and a part of the NE ¼ of Section 31 all in Township 24 North Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a strip of land 3 feet in width, lying 3 feet southwest of and adjoining the following described line: Beginning at the intersection of the northeasterly right of way line of White Oak Road and the centerline of Hovey Avenue; thence Southeast along the northeasterly right of way line of said White Oak Road to the Point of Termination at the southernmost corner of Lot 26 in the Second Re-subdivision of Normal Industrial Park Subdivision according to the Plat thereof recorded as Document No. 74-2089 in the McLean County Recorder of Deeds Office.

Tract 4 contains 2,439 S.F. / 0.06 acres, more or less.

Legal Description Tract 5
Enterprise Zone

Lot 26 and Outlots 28 and 29 of the Second Re-subdivision of Normal Industrial Park, according to the Plat thereof recorded March 15, 1974 as Document No. 74-2089 in the McLean County Recorder of Deeds Office.

Tract 5 contains 10.53 acres / 0.02 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 6
Passive Enterprise Zone Connector

A part of Section 9, 16 and 21 in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 3 feet in width lying east of and adjoining the following described line: Beginning at the point of intersection of the south right of way line of Wood Street and the west right of way line of Main Street in the City of Bloomington; thence Southerly on the west right of way line of said Main Street / U.S. Route 51 to the Point of Termination on the easterly extension of the south right of way line of Brigham School Road.

Tract 6 contains 32,769 S.F. / 0.75 acres, more or less.

Legal Description Tract 7
Enterprise Zone

A part of Sections 20, 21, 22, 28 and 29 in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the west right of way line of Main Street / U.S. Route 51 and the easterly extension of the south right of way line of Brigham School Road; thence Easterly on said easterly extension to the centerline of Main Street / U.S. Route 51; thence Southerly on the centerline of said Main Street / U.S. Route 51 to the south right of way line of Interstate 74; thence Easterly on the south right of way line of said Interstate 74 to the west right of way line of Township Road 1350 East; thence Southerly on the east right of way line of said Township Road 1350 East to the south line of the SW $\frac{1}{4}$ of Section 22; thence Westerly on the south line of said SW $\frac{1}{4}$ of Section 22 and the south line of the SE $\frac{1}{4}$ of Section 21 to the east right of way line of said U.S. Route 51; thence Southerly on the east right of way line of said U.S. Route 51 to the south line of the NW $\frac{1}{4}$ of Section 28; thence Westerly on the south line of said NW $\frac{1}{4}$ of Section 28 and the south line of the NE $\frac{1}{4}$ of Section 29 to the west line of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 29; thence Northerly on the west line of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 29 to the north line of the NE $\frac{1}{4}$ of said Section 29; thence Easterly on the north line of the NE $\frac{1}{4}$ of said Section 29 to the east right of way line of Morris Avenue; thence Northerly on the east right of way line of Morris Avenue to the south right of way line of said Brigham School Road; thence Easterly on the south right of way line of said Brigham School Road to the Point of Beginning containing 825.12 acres / 1.29 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 8
Passive Enterprise Zone Connector

A part of the SE $\frac{1}{4}$ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 3 feet in width lying 1.5 feet on each side of the following described centerline: Beginning at the point of intersection of the east right of way line of McLean Street and the centerline of Front Street; thence Easterly on the centerline of said Front Street to the Point of Termination on the west right of way line of Robinson Street.

Tract 8 contains 4,554 S.F. / 0.10 acres, more or less.

Legal Description Tract 9
Enterprise Zone

A part of Sections 3, 4, 9 and 10 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 centerline of Front Street and the west right of way line of Robinson Street; thence Northerly on the west right of way line of said Robinson Street to the south right of way line of Washington Street; thence Easterly on the south right of way line of said Washington Street to the east right of way line of McClun Street; thence Southerly on the east right of way line of said McClun Street to the north line of Lot 19 in the Subdivision of the S ½ of Section 3; thence Easterly on the north line of said Lot 19 and the north line of Lot 16 in said Subdivision to the northeast corner of said Lot 16; thence Southerly on the east line of said Lot 16 to the north line of the North 45 feet of the South 100 feet of Lot 9 in said Subdivision, being the north line of the property described in a Warranty Deed recorded as Document No. 93-31402 in the McLean County Recorder of Deeds Office; thence Easterly on the north line of the property described in said Warranty Deed and the easterly extension thereof to the east right of way line of Denver Street; thence Southerly on the east right of way line of said Denver Street to the south right of way line of Oakland Avenue; thence Westerly on the south right of way line of said Oakland Avenue to the east right of way line of Hannah Street; thence Southerly on the east right of way line of said Hannah Street to the north right of way line of Bell Street; thence Easterly on the north right of way line of said Bell Street to the easterly right of way line of Maizefield Avenue; thence Southeasterly on the easterly right of way line of Maizefield Avenue to the east right of way line of OConnel Street; thence Southerly on the east right of way line of said OConnel Street to the south right of way line of Croxton Avenue; thence Southwesterly on the south right of way line of said Croxton Avenue to the easterly right of way line of Morrissey Avenue; thence Southeasterly on the easterly right of way line of Morrissey Avenue to the south right of way line of Lincoln Street; thence Westerly on the south right of way line of said Lincoln Street to the west right of way line of Bunn Street; thence Northerly on the west right of way of said Bunn Street to the south right of way line of said Oakland Avenue; thence Westerly on the south right of way line of said Oakland Avenue to the west right of way line of said Robinson Street; thence Northerly on the west right of way line of said Robinson Street to the Point of Beginning containing 133.80 acres / 0.21 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 10
Passive Enterprise Zone Connector

A part of the SE ¼ of Section 28, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a strip of land 3 feet in width lying east of and adjacent to the following described line: Beginning at the intersection of the centerline of Beaufort Street and the west right of way line of Fell Avenue; thence Southerly on the west right of way line of said Fell Avenue to the Point of Termination at the northwesterly right of way line of the Union Pacific Railroad.

Tract 10 contains 432 S.F. / 0.01 acres, more or less.

Legal Description Tract 11
Enterprise Zone

A part of the SE ¼ of Section 28, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, more particularly described as follows: Beginning at the intersection of the west right of way line of Fell Avenue and the northwesterly right of way line of the Union Pacific Railroad; thence Southwesterly 463 feet on the northwesterly right of way line of said railroad; thence Northwesterly 25 feet on the northwesterly right of way line of said railroad; thence Southwesterly on the northwesterly right of way line of said railroad to the east right of way line of School Street; thence Northerly on the east right of way line of said School Street to the southerly right of way line of said Beaufort Street; thence Northeasterly on the southerly right of way line of said Beaufort Street to the west right of way line of said Fell Avenue; thence Southerly on the west right of way line of said Fell Avenue to the Point of Beginning, EXCEPTING THEREFROM the vacated alley lying between Lots 50 and 52, ALSO EXCEPTING all of Lots 52, 53, 54, 55, 56, 57, 58 and the East 2.9 feet of Lot 59, ALSO EXCEPTING the vacated alley lying between Lots 55 and 56 all in Fifth Addition to the Town of Normal recorded in Plat Book 1 on Page 69 in the McLean County Recorder of Deeds Office.

Tract 11 contains 67,079 S.F. / 1.54 acres, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 12
Passive Enterprise Zone Connector

A strip of land, 3 feet in width, lying 1.5 feet on each side of the following described line and being a part of Sections 28, 29, 30, 31, 32 and 33 in Township

24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the intersection of the centerline of White Oak Road (formerly U.S. Route 150) with the east line of the existing Bloomington and Normal Enterprise Zone, said east line being the east right-of-way line of Interstate 55-74. From said Point of Beginning, thence Southeasterly along the centerline of said White Oak Road to the centerline of Hovey Avenue in the Town of Normal, Illinois; thence Easterly along the centerline of said Hovey Avenue to the centerline of Beaufort Street in the Town of Normal; thence Northeasterly along the centerline of said Beaufort Street to a point lying 1.5 feet east of the east right-of-way line of Fell Avenue in the Town of Normal; thence North parallel with said east right-of-way line to the north right-of-way line of said Beaufort Street. Said 3-foot wide strip is bounded on the west by the east right-of-way line of said Interstate 55-74 and is bounded on the east by the north right-of-way line of said Beaufort Street.

Tract 12 contains 37,413 S.F. / 0.86 acres, more or less.

Legal Description Tract 13
Enterprise Zone

A part of the W½ of Section 27 and a part of the SE¼ of Section 28, all in Township 24 North, Range 2 East of the Third Principal Meridian, in the Town of Normal, McLean County, Illinois, described as follows: Beginning at the intersection of the east right-of-way line of Fell Avenue with the north right-of-way line of Beaufort Street. From said Point of Beginning, thence North along said east right-of-way line to the south right-of-way line of Mulberry Street; thence East along the south right-of-way line of said Mulberry Street to the northeast corner of Lot 6 in Block 38 First Addition to the Town of Normal; thence South on the east line of said Lot 6 and the east line of Lot 13 in said Block 38 and the southerly extension of said east line to the south right-of-way line of College Avenue; thence East on the south right-of-way line of said College Avenue to the point of intersection with the southerly extension of the west line of Lot 5 in Re-subdivision of Lot 3 Bank of Illinois Subdivision recorded as Document No. 2007-21948 in the McLean County Recorder of Deeds Office; thence North on said southerly extension, the west line of said Lot 5 and the west line of Lot 4 in said Re-subdivision to the south right-of-way line of said Mulberry Street; thence West on the south right-of-way line of said Mulberry Street to the point of intersection with the southerly extension of the west line of Lot 16 in Block 37 First Addition to the Town of Normal; thence North on said southerly extension, the west line of said Lot 16 and the west line of Lot 3 in said Block 37 to the south right-of-way line of Cherry Street; thence East on the south right-of-way line of said Cherry Street to the northeast corner of Lot 1 in said Block 37; thence South on the east line of said Lot 1 and the east line of Lot 18 in said Block 37 and the southerly extension thereof to the south right-of-way line of said Mulberry Street; thence East on the south right-of-way line of said Mulberry Street to the west right-of-

way line of Constitution Boulevard; thence South on the west right-of-way line of said Constitution Boulevard to the south right-of-way line of said College Avenue; thence East along said south right-of-way line to a point lying 45 feet east of the northwest corner of Lot 3 in the Subdivision of Block 1 and part of Block 2 in the Original Town of Normal and also of Lots 2, 3 and 4 in Block 43 in the First Addition to Normal; thence South along the west line of property conveyed per deed recorded as Document No. 2003-26653 in the McLean County Recorder's Office and the southerly extension thereof to the Northwesterly Extension of the east line of the West 3 feet of Lots 6, 7 and 13 in said Subdivision; thence Southeast along said northwesterly extension and along said east line and the southeasterly extension thereof to the south right-of-way line of the Beaufort Street; thence Northeasterly along said south right-of-way line to the east right-of-way line of Linden Street; thence North along said east right-of-way line to the south right-of-way line of Mulberry Street; thence East along said south right-of-way line to the southwesterly right-of-way line of the Mulberry/College Avenue Crossover; thence Southeast along said southwesterly right-of-way line to the northwesterly right-of-way line of the Union Pacific Railroad; thence Southwest along said northwesterly right-of-way line to the southeasterly extension of the westerly line of the easterly 2.5 feet of Lot 5 in Block 7 in the Original Town of Normal; thence Northwest along said southeasterly extension, along said westerly line and along the northwesterly extension of said westerly line to the north right-of-way line of Beaufort Street; thence Southwest along said north right-of-way line to the Point of Beginning containing 22.87 acres / 0.04 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 14
Passive Enterprise Zone Connector

A part of the SW ¼ of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a strip of land 3 feet in width lying north of and adjoining the following described line: Beginning at the point of intersection of the centerline of Main Street / U.S. Route 51 and the easterly extension of the south line of Lot 11 in Northmeadow Subdivision recorded as Document No. 78-15579 in the McLean County Recorder of Deeds Office; thence Westerly on said easterly extension to the Point of Termination on the east line of said Lot 11.

Tract 14 contains 300S.F. / 0.01 acres, more or less.

Legal Description Tract 15
Enterprise Zone

Lot 11 in Northmeadow Subdivision according to the Plat thereof recorded October 25, 1978 as Document No. 78-15579 in the McLean County Recorder of Deeds Office, being a part of the SW ¼ of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois.

Tract 15 contains 5.84 acres / 0.01 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 16
Passive Enterprise Zone Connector

A part of the SW¼ of Section 9, a part of the W½ of Section 16, a part of the W½ of Section 21, a part of the W½ of Section 28, a part of Section 29, and a part of Section 30, all in Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a tract of land 3 feet of even width lying 1.5 feet on each side of the following described centerline: Beginning at a point on the east line of the Bloomington/Normal "Enterprise Zone" as described in Ordinance No. 3618 dated May 19, 1986, filed with the Town Clerk of the Town of Normal, Illinois, said point being the intersection of the east right of way line of White Oak Road (Formerly U. S. Route 150), and the westerly extension of the centerline of West College Avenue; thence Easterly 3613 feet on the westerly extension and the centerline of said West College Avenue to the centerline of Parkside Road; thence Easterly 2715 feet on the centerline of said West College Avenue to the centerline Cottage Avenue; thence Easterly 2709 feet on the centerline of said West College Avenue to the centerline of Adelaide Street; thence Easterly 1833 feet on the centerline of said West College Avenue and Sudduth Road extended easterly to the centerline of northbound North Main Street (U.S. Route 51); thence Northerly 309 feet on the centerline of said North Main Street to the centerline of West College Avenue, as lying east of North Main Street; thence Northerly 1904 feet on the centerline of said North Main Street to the centerline of Gregory Street and Bowles Street; thence Northerly 739 feet on the centerline of said North Main Street to the centerline of Gregory Street, as lying east of North Main Street; thence Northerly 5040 feet on the centerline of said North Main Street to the centerline of Raab Road; thence Northerly 6740 feet on the centerline of said North Main Street to the south line of N½ of the S½ of said Section 9; thence continuing Northerly 86.7 feet on the centerline of said Main Street to a point lying 86.5 feet North of the south line of N½ of the S½ of said Section 9; thence Easterly 79.8 feet parallel with the south line of the N½ of the S½ of said Section 9 to the Point of

Termination on the east right of way line of said North Main Street, containing 77,306 square feet/1.77 acres, more or less.

Legal Description Tract 17
Enterprise Zone

The N $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 9, Township 24 North, Range 2 East of the Third Principal Meridian which lies Westerly of and adjacent to a line that lies parallel and 25 feet Westerly from the centerline of the Illinois Central Gulf's Amboy District North Main track on the East and the highway on the West, being North Main Street of Bloomington, Illinois, as extended North, EXCEPTING THEREFROM that part conveyed to McLean County Service Company in Quit Claim Deed recorded January 5, 1996 as Document No. 96-505, ALSO EXCEPTING the South 85 feet thereof, in McLean County, Illinois. Together with the following described tract: Beginning at the point of intersection of the east right of way line of North Main Street / U.S. Route 51 and the north line of the South 85 feet of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 9, Township 24 North, Range 2 East of the Third Principal Meridian; thence East on said north line of the South 85 feet of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 9 to the west right of way line of the Constitution Trail; thence Southerly on the west right of way line of said Constitution Trail to the south right of way line of Northtown Road; thence Easterly on the north right of way line of said Northtown Road to the west right of way line of Linden Street; thence Southerly on the west right of way line of said Linden Street to the to the southeast corner of Lot 2 Re-subdivision of Lot 1 Northtown Center Subdivision recorded as Document No. 2007-4082 in the McLean County Recorder of Deeds Office; thence Westerly on the south line of said Lot 1 and the south line of Lot 3 in said subdivision to the southwest corner thereof on the east line of Lot 1 Normal Industrial Park; thence Southerly on the east line of said Lot 1 to the southeast corner thereof; thence Westerly on the south line of said Lot 1 to the east right of way line of said Constitution Trail; thence Southerly on the east right of way line of said Constitution Trail to the north right of way line of Interstate 55; thence Westerly on the north right of way line of said Interstate 55 to the west right of way line of said Main Street / U.S. Route 51; thence Southerly on the west right of way line of said Main Street / U.S. Route 51 to the north right of way line of said Interstate 55; thence Westerly on the north right of way line of said Interstate 55 to the east right of way line of Interstate 39; thence Northerly on the east right of way line of Interstate 39 to the north line of the SW $\frac{1}{4}$ of said Section 9; thence East on the north line of the SW $\frac{1}{4}$ of said Section 9 to the west right of way line of said Main Street / U.S. Route 51; thence Southerly on the west right of way line of Main Street / U.S. Route 51 to the westerly extension of said north line of the South 85 feet of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 9; thence Easterly on said westerly extension to the Point of Beginning containing 488.66 acres / 0.76 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 18
Passive Enterprise Zone Connector

A part of the NW¼ of Section 9 and a part of the SW¼ of Section 4, all in Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, being a tract of land 3 feet of even width lying 1.5 feet on each side of the following described centerline: Beginning on the east right of way line of North Main Street, also known as U.S. Route 51 in the Town of Normal, at a point 86.5 feet North of the south line of the N½ of the S½ of Section 9; thence Westerly 79.8 feet parallel with the south line of the N½ of the S½ of said Section 9 to the centerline of said North Main Street and U.S. Route 51 according to the Right of Way Plans thereof recorded as Document No. 87-22330 in the McLean County Recorder of Deeds Office; thence North 3579 feet on said centerline of U.S. Route 51, and as according to the Right of Way Plans thereof recorded as Document No. 87-22333 and Document No. 87-22332 in the McLean County recorder of Deeds Office, to the centerline of Township Road (T.R.) 181 East as depicted on said Right of Way Plans; thence Northeasterly 300 feet on the centerline of said Township Road (T.R.) 181 East to the intersection of the centerline of a public road, as depicted on said Right of Way Plans, now commonly known as Former U.S. Route 51; thence Northerly 1904 feet on the centerline of said public road and Former U.S. Route 51 to a point 1.5 feet north of the easterly extension of the south line of Lot 1 of Birkey's Farm Store Subdivision according to the Plat thereof recorded as Document No. 2008-25692 in the McLean County Recorder of Deeds Office; thence Westerly 60 feet parallel with the south line of said Lot 1 to the Point of Termination on the east line of said Lot 1 in Birkey's Farm Store Subdivision, containing 16,896 square feet/0.39 acres, more or less.

Legal Description Tract 19
Enterprise Zone

Lot 1 in Birkey's Farm Store Subdivision according to the Plat thereof recorded as Document No. 2008-25692 in the McLean County Recorder of Deeds Office, Lot 1 in Bates Subdivision according to the Plat thereof recorded as Document No. 88-11868 in the McLean County Recorder of Deeds Office and a part of Lot 8 in Heirs Survey, all in Section 4, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 1 in Birkey's Farm Store Subdivision; thence S.87°-56'-26"W. 822.27 feet to the southwest corner of said Lot 1; thence N.00°-38'-14"W. 513.24 feet on the west line of said Lot 1; thence N.07°-53'-37"E. 303.36 feet on the west line of said Lot 1; thence N.00°-38'-14"W. 300.00 feet on the west line of said Lot 1 and the easterly right of way line

of F.A.P. 412/Interstate 39; thence N.24°-51'-54"W. 109.66 feet on said easterly right of way line of F.A.P. 412/Interstate 39; thence N.00°-38'-14"W. 837.38 feet on said right of way line; thence N.01°-45'-54"E. 438.03 feet on said right of way line to the north line of Lot 8 in Heirs Survey of Section 4; thence N.89°-19'-03"E. 567.21 feet on said north line of Lot 8 to the northwest corner of a tract conveyed in a Warranty Deed recorded December 15, 1993 as Document No. 93-38725 in the McLean County Recorder of Deeds Office; thence S.02°-03'-34"E. 363.28 feet to the southwest corner of said tract conveyed in Document No. 93-38725; thence S.87°-05'-31"W. 120.83 feet on the westerly extension of the south line of said tract conveyed in Document No. 93-38725 to the northwest corner of a tract of land conveyed to Arin Rader in Warranty Deed recorded as Document No. 2006-13844 in the McLean County Recorder of Deeds Office; thence S.02°-03'-34"E. 431.39 feet to the southwest corner of said tract conveyed to Arin Rader in Document No. 2006-13844; thence N.87°-56'-26"E. 176.00 feet on the southerly line of said tract conveyed to Arin Rader in Document No. 2006-13844; thence S.02°-03'-34"E. 69.00 feet on the southerly line of said tract conveyed to Arin Rader in Document No. 2006-13844; thence N.87°-56'-26"E. 124.00 feet to the southeast corner of said tract conveyed to Arin Rader in Document No. 2006-13844 on the west right of way line of Former U.S. Route 51; thence S.02°-03'-34"E. 509.00 feet on said west right of way line of Former U.S. Route 51 to the southeast corner of Lot 1 in Bates Subdivision, according to the Plat thereof recorded as Document No. 88-11868 in the McLean County Recorder of Deeds Office, also being the northeast corner of said Lot 1 in Birkey's Farm Store Subdivision; thence S.01°-51'-01"E. 1098.96 feet on said west right of way line of Former U.S. Route 51 to the Point of Beginning containing 1,768,972 square feet/ 40.61 acres, more or less, with assumed bearings given for description purposes only.

Together with the following described tracts of land to wit:

Legal Description Tract 20
Passive Enterprise Zone Connector

A strip of land 3 feet wide in Sections 23, 26 and 35 in Township 24 North, Range 2 East, of the Third Principal Meridian, in McLean County, Illinois, and lying 1.5 feet on each side of the following described centerline: Beginning at the intersection of the centerline of F.A.P. 704 (Veterans Parkway) according to right of way plans recorded May 7, 1996 as Document No. 1996-12491 in the McLean County Recorder's Office, with the centerline of Arrowhead Drive. From said Point of Beginning, thence North along said centerline of Veterans Parkway through said Sections 35, 26 and 23 to Station 355+80.00 as shown on right of way plans recorded January 15, 2002 as Document No. 2002-2123, thence West perpendicular to said centerline 100.00 feet to the west right-of-way line as shown on said right of way plans, said point also being the Point of Terminus.

Tract 20 contains 26,724 S.F. / 0.61 acres, more or less.

Legal Description Tract 21
Enterprise Zone

Lot 5 in Gregory's Subdivision of part of Section 23, Township 24 North, Range 2 East of the Third Principal Meridian, except (Exception No. 1) a piece of the north end thereof described as follows: Beginning at a point 50 feet southeasterly at a right angle from the centerline of the southbound main track and in the southeasterly right-of-way line of the Chicago and Alton Railway at Station 6437+04.6 measured from Chicago; thence Southwesterly along said right-of-way line 2217.7 feet; thence South 128 feet to a point 100 feet southeasterly at a right angle from said right-of-way line; thence Northeasterly parallel with said right-of-way line 2217.7 feet; thence North 128 feet to the Place of Beginning, except (Exception No. 2) also a tract of land conveyed to the State of Illinois for highway purposes by deed recorded June 6, 1939 in Book 428, Page 235 and per Book 638, Page 445; and also except (Exception No. 3) that part of the real estate lying east of the U.S. Highway 66; also except (Exception No. 4) that part conveyed to the State of Illinois by Quit-Claim Deed recorded January 11, 1977 as Document No. 77-473, (Exception No. 5) by Quit-Claim Deed recorded June 1, 1982 as Document No. 82-4778, and (Exception No. 6) by deed recorded as Document No. 98-31415, and (Exception No. 7) that part taken by the State of Illinois, Department of Transportation in Condemnation Case #2001ED10 filed November 21, 2001 and also (Exception No. 8) all that part lying within Veterans Business Park Subdivision Unit 1 according to the plat recorded October 19, 2005 as Document No. 2005-31837, all in McLean County, Illinois, together with the following described tract: A part of Sections 22, 23 and 27 in Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the centerline of the Union Pacific Railroad and the northerly extension of the east line of Lot 2 in Eureka Subdivision Extension No. One according to the Plat thereof recorded as Document No. 2002-52025 in the McLean County Recorder of Deeds Office; thence Southerly on the east line of said Lot 2 to the north right of way line of Fort Jesse Road; thence Westerly on the north right of way line of said Fort Jesse Road and Willow Street to the east right of way line of Beech Street; thence Northerly of the east right of way line of said Beech Street to the northwest corner of Lot 1 in Skatium Subdivision according to the Plat thereof recorded as Document No. 82-9787 in the McLean County Recorder of Deeds Office; thence Easterly 382.15 feet on the north line of said Lot 1; thence Northerly 70.10 feet on said north line; thence Easterly 215.65 feet on said north line; thence Southerly 8.6 feet on said north line; thence Easterly 50.0 feet on said north line to the west line of Lot 1 in Darnall Concrete Products Subdivision according to the Plat thereof recorded as Document No. 2001-35500 in the McLean County Recorder of Deeds Office;

thence Northerly on the west line of said Lot 1 to the north line of said Lot 1, also being the south right of way line of Pine Street; thence Easterly on the north line of said Lot 1, the north line of Lot 2 in said Darnall Concrete Products Subdivision, the north line of Marguerite Subdivision according to the Plat thereof recorded as Document No. 74-8248 in the McLean County Recorder of Deeds Office and the easterly extension thereof to the centerline of said Union Pacific Railroad; thence Northeasterly on said centerline to the Point of Beginning containing 216.58 acres / 0.34 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 22
Passive Enterprise Zone Connector

A part of the N ½ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 3 feet in width lying 1.5 feet on each side of the following described centerline: Beginning at the point of intersection of the centerline of Veterans Parkway and the centerline of General Electric Road; thence Easterly on the centerline of said General Electric Road to a point lying 1.5 feet east of the point of intersection of the centerline of said General Electric Road and the east right of way line of Keaton Place; thence Southerly parallel with the east right of way line of said Keaton Place to the Point of Termination on the south right of way line of said General Electric Road.

Tract 22 contains 1,779 S.F. / 0.04 acres, more or less.

Legal Description Tract 23
Enterprise Zone

A part of the NE ¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the south right of way line of General Electric Road and the east right of way line of Keaton Place; thence Easterly on the north right of way line of said General Electric Road to the east line of the NE ¼ of said Section 35; thence South on the east line of the NE ¼ of said Section 35 to the north line of Lakewood Estates Subdivision First Addition; thence Westerly on said north line to the northwest corner of Lot 204 in said First Addition; thence Southerly on the west line of said Lot 204 to the northeast corner of Lot 203 in said First Addition; thence Westerly on the north line of said First Addition, the north line of Lakewood Estates Second Addition and the north line of Lakewood Estates Sixth Addition to the southeast corner of General Electric Company Subdivision according to the Plat

thereof recorded as Document No. 96-33517 in the McLean County Recorder of Deeds Office; thence continuing Westerly on the south line of said General Electric Company Subdivision to the southwest corner thereof; thence Northerly on the west line of said General Electric Company Subdivision and the east right of way line of said Keaton Place to the Point of Beginning containing 1.08 acres / 0.09 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 24
Passive Enterprise Zone Connector

A part of the SW $\frac{1}{4}$ of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 1 in Empire East Development recorded as Document No. 85-14445 in the McLean County Recorder's Office. From said Point of Beginning, thence south along the southerly extension of the west line of said Lot 1 to the centerline of Illinois Route 9; thence east along said centerline to a point lying 3.00 feet normally distant east of said southerly extension; thence north along a line parallel with said southerly extension to the south line of said Lot 1; thence west along said south line to the Point of Beginning, except the South 1.50 feet thereof.

Tract 24 contains 444 S.F. / 0.01 acres, more or less.

Legal Description Tract 25
Enterprise Zone

Lot 1 in Empire East Development being a part of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded November 13, 1985 as Document No. 85-14445, in McLean County, Illinois.

Tract 25 contains 19.96 acres / 0.03 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 26
Passive Enterprise Zone Connector

A part of the SW¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 3 feet in width, lying 1.50 feet on each side of the following described line: Beginning at the southwest corner of Trinity Lane as dedicated in Empire Business Park Subdivision per plat recorded as Document No. 2007-1452 in the McLean County Recorder's Office. From said Point of Beginning, thence south along a line which is perpendicular to the south line of said Trinity Lane to the centerline of Illinois Route 9. Said strip is bounded on the north by the south line of said Trinity Lane and on the south by the centerline of Illinois Route 9.

Tract 26 contains 483 S.F. / 0.01 acres, more or less.

Legal Description Tract 27
Enterprise Zone

A part of the SW¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Cornelius Road as dedicated per the final plat of Central Catholic/McGraw Park Subdivision in the City of Bloomington, Illinois, per Ordinance No. 2002-90 approved by the Bloomington City Council, said southeast corner being a point lying 70.00 feet southeast of the southeast corner of Lot 2 in said subdivision. From said Point of Beginning, thence southwesterly 328.65 feet along the south right-of-way line of said Cornelius Road being the arc of a curve concave to the northwest with a radius of 530.00 feet and a long chord of 323.41 feet to a point of tangency; thence west 1,245.00 feet along said south right-of-way line which forms an angle to the right of 197°-45'-51" with the last described chord; thence southwest 64.37 feet along the southeasterly right-of-way line of Airport Road in the City of Bloomington which forms an angle to the right of 148°-32'-19" with the last described course to the east right-of-way line of said Airport Road; thence south 843.23 feet along said east right-of-way line which forms an angle to the right of 120°-46'-26" with the last described course; thence south 150.74 feet along said east right-of-way line which forms an angle to the right of 178°-04'-06" with the last described course; thence south 290.00 feet along said east right-of-way line which forms an angle to the right of 182°-49'-06" with the last described course; thence southeast 75.47 feet along said east right-of-way line which forms an angle to the right of 131°-09'-39" with the last described course to the north right-of-way line of F.A.P. 693 (Illinois Route 9) as shown on a plat recorded as Document No. 95-5258 in the McLean County Recorder's Office; thence east 226.27 feet along said north right-of-way line which forms an angle to the right of 140°-29'-01" with the last described course; thence east 280.50 feet along said north right-of-way line which forms an angle to the right of 180°-11'-51" with the

last described course; thence east 150.35 feet along said north right-of-way line which forms an angle to the right of $176^{\circ}-11'-11''$ with the last described course; thence east 468.55 feet along said north right-of-way line which forms an angle to the right of $185^{\circ}-02'-28''$ with the last described course to the intersection of said north right-of-way line with the west right-of-way line of Trinity Lane as dedicated in the Empire Business Park Subdivision per plat recorded as Document No. 2007-1452 in said Recorder's Office; thence continuing east 231.70 feet along said north right-of-way line which is also the south right-of-way line and the easterly extension thereof of said Trinity Lane which forms an angle to the right of $180^{\circ}-00'-00''$ with the last described course; thence east 500.34 feet along said north right-of-way line which forms an angle to the right of $176^{\circ}-28'-54''$ with the last described course; thence east 199.98 feet along said north right-of-way line which forms an angle to the right of $182^{\circ}-17'-27''$ with the last described course; thence east 600.23 feet along said north right-of-way line which forms an angle to the right of $181^{\circ}-54'-34''$ with the last described course; thence east 214.07 feet along a line which forms an angle to the right of $178^{\circ}-05'-26''$ with the last described course to the east line of the Survey of 355.15 acres off the west side of said Section 31 as shown in Plat Book 12, page 120 in said Recorder's Office; thence north 2389.85 feet along said east line which forms an angle to the right of $88^{\circ}-01'-36''$ with the last described course to the southeast corner Golden Eagle South Subdivision in the City of Bloomington, Illinois, per plat recorded March 15, 1999 as Document No. 99-7564 in said Recorder's Office; thence west 561.48 feet along the south line of said Golden Eagle South Subdivision which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence southwest 360.00 feet along said south line which forms an angle to the right of $169^{\circ}-06'-43''$ with the last described course; thence west 461.13 feet along said south line, the south line of the First Addition to Golden Eagle Subdivision in the City of Bloomington, Illinois, per plat recorded July 7, 1999 as Document No. 99-21172 in said Recorder's Office and the south line of the Third Addition to Golden Eagle Subdivision in the City of Bloomington, Illinois, per plat recorded February 24, 2000 as Document No. 2000-4395 in said Recorder's Office, which forms an angle to the right of $190^{\circ}-53'-17''$ with the last described course to the northeast corner of Lot 2 in said Central Catholic/McGraw Park Subdivision; thence south 694.15 feet along the easternmost line of said Lot 2 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described to the southeast corner thereof; thence southeast 70.00 feet along the northeast line of said Cornelius Road which forms an angle to the right of $144^{\circ}-24'-14''$ with the last described course to the Point of Beginning, except therefrom the following described tracts:

Exception No. 1:

Commencing at the southernmost corner of Lot 1 in Empire Business Park Subdivision in the City of Bloomington, Illinois, per plat recorded January 17, 2007 as Document No. 2007-1452 in said Recorder's Office, thence northeast 245.35 feet along the southeast line of said Lot 1 to the Point of Beginning. From

said Point of Beginning, thence southeast 158.00 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence east 127.41 feet along a line which forms an angle to the right of 120°-04'-18" with the last described course; thence northeast 194.91 feet along a line which forms an angle to the right of 149°-55'-42" with the last described course; thence northeast 135.59 feet along a line which forms an angle to the right of 202°-12'-00" with the last described course; thence east 285.69 feet along a line which forms an angle to the right of 187°-52'-18" with the last described course; thence north 566.33 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence west 45.63 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence northeast 639.87 feet along a line which forms an angle to the right of 297°-31'-00" with the last described course; thence north 72.35 feet along a line which forms an angle to the right of 152°-29'-00" with the last described course; thence west 18.69 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence southwest 721.45 feet along a line which forms an angle to the right of 117°-31'-00" with the last described course; thence west 46.14 feet along a line which forms an angle to the right of 242°-29'-00" with the last described course; thence southwest 95.50 feet along a line which forms an angle to the right of 149°-55'-58" with the last described course to the easternmost corner of said Lot 1; thence southwest 209.48 feet along the east line of said Lot 1 which forms an angle to the right of 135°-00'-00" with the last described course; thence southwest 589.89 feet along the southeast line of said Lot 1 which forms an angle to the right of 224°-59'-44" with the last described course to the Point of Beginning; and also, except:

Exception No. 2

Beginning at the southeast corner of Outlot 70 in said Golden Eagle South Subdivision. From said Point of Beginning, thence west 525.84 feet along the south line of said Golden Eagle South Subdivision; thence south 405.38 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence east 525.84 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the southerly extension of the east line of said Subdivision; thence north 405.38 feet along said east line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning.

Tract 27 contains 111.34 acres / 0.17 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 28
Passive Enterprise Zone Connector

Part of the SW $\frac{1}{4}$ of Section 31 in Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 3.00 feet in width and lying 1.50 feet on each side of the following described line: Beginning at the southwest corner of said Section 31; thence S.88°-51'-13"E. along the south line of said Section 31 a distance of 79.66 feet; thence Northerly along the southerly extension of the east right-of-way line of Airport Road to the Point of Termination at the centerline of Illinois Route 9. Said strip is bounded on the north by the centerline of Illinois Route 9 and on the south by the south line of said Section 31.

Tract 28 contains 666.66 S.F. / 0.02 acres, more or less.

Legal Description Tract 29
Enterprise Zone

Part of the SE $\frac{1}{4}$ of Section 31 in Township 24 North, Range 3 East and part of Sections 5, 6, 7 and 18 in Township 23 North, Range 3 East and part of Section 1 in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois. Said part being further described as follows: Beginning at the northwest corner of said Section 6; thence S.88°-51'-13"E. along the north line of said Section 6 a distance of 4490.15 feet to the southwest corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 31; thence N.00°-21'-56"W. along the west line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 31 a distance of 2638.47 feet to the northwest corner of the said E $\frac{1}{2}$; thence S.89°-29'-20"E. along the north line of the said E $\frac{1}{2}$ a distance of 1491.97 feet to the northeast corner of the said E $\frac{1}{2}$; thence S.00°-10'-47"E. along the east line of the said E $\frac{1}{2}$ a distance of 2654.81 feet to the northeast corner of said Section 6; thence S.00°-37'-05"E. along the east line of said Section 6 a distance of 3676.23 feet; thence S.89°-23'-21"E. a distance of 53.49 feet; thence S.72°-18'-04"E. a distance of 1106.16 feet; thence S.18°-16'-41"W. 1632.26 feet to a point on the south line of the SW $\frac{1}{4}$ of said Section 5; thence N.89°-02'-00"W. along the said south line a distance of 578.45 feet to the southeast corner of said Section 6; thence N.00°-31'-08"W. along the east line of the SE $\frac{1}{4}$ of said Section 6 a distance of 83.79 feet; thence N.71°-43'-41"W. a distance of 1189.36 feet; thence S.00°-10'-21"E. a distance of 462.58 feet to a point on the south line of the SE $\frac{1}{4}$ of said Section 6; thence S.89°-42'-03"W. along the said south line a distance of 816.57 feet; thence S.18°-16'-19"W. a distance of 699.56 feet to a point on the east line of Lot 13 Sixth Addition to Towanda-Barnes Business Park recorded as Document No. 2002-12737 in the McLean County Recorder of Deeds Office; thence South on the west line of said Sixth Addition, the west line of Seventh Addition, the west line of Ninth Addition, the west line of Eighteenth Addition and the west line of Nineteenth Addition to the southwest corner of Lot 39 in Nineteenth Addition to Towanda-Barnes

Business Park recorded as Document No. 2007-15254 in the McLean County Recorder of Deeds Office; thence East on the south line of said Nineteenth Addition, the south line of Sixteenth Addition, the south line of Fourteenth Addition and the south line of Third Addition to the southeast corner of Lot 43 in the Re-subdivision of Lot 7 and Outlot 8 in the Third Addition to Towanda-Barnes Business Park recorded as Document No. 2008-14030 in the McLean County Recorder of Deeds Office, said corner being on the west right of way line of Towanda-Barnes Road; thence South on the west right of way line of said Towanda-Barnes Road to the north right of way line of Ireland Grove Road; thence West on the north right of way line of said Ireland Grove Road to the west line of the East 2,166.80 feet of Section 7, being a tract of Land described in a Trustee's Deed recorded as Document No. 2010-4479 in the McLean County Recorder of Deeds Office; thence South on said west line to the south line of said Section 7; thence S.89°-36'-59"W. along the said south line a distance of 1822.85 feet to the northeast corner of Government Lot 2 in Section 18; thence S.00°-26'-02"E. along the east line of said Government Lot 2 a distance of 1330.84 feet; thence N.89°-30'-25"E. along the north line of the S½ of Government Lot 1 of said Section 18 a distance of 1325.80 feet to a point on the east line of said Government Lot 1; thence S.00°-26'-02"E. along the said east line a distance of 1333.78 feet to the center of said Section 18; thence S.89°-38'-34"W. along the south line of the NW¼ of said Section 18 a distance of 1649.59 feet; thence S.00°-21'-26"E. a distance of 2673.60 feet to a point on the south line of the SW¼ of said Section 18; thence S.89°-29'-24"W. along the said south line a distance of 1640.67 feet to the southwest corner of said Section 18; thence N.00°-33'-26"W. along the west line of said Section 18 a distance of 5338.58 feet to the northwest corner of said Section 18; thence N.89°-36'-59"E. along the south line of the SW¼ of said Section 7 a distance of 747.71 feet to a point on the extension of the east right-of-way line of Streid Drive; thence N.40°-17'-08"W. along the said east right-of-way line a distance of 180.30 feet; thence N.00°-35'-25"W. along the said east right-of-way line a distance of 4465.78 feet to a point at the beginning of a curve to the left, said curve having a radius of 1266.23 feet and an arc length of 783.71 feet; thence on a chord bearing of N.23°-57'-22"W. and a chord distance of 771.26 feet to a point on the south line of the SW¼ of said Section 6; thence S.89°-42'-03"W. along the said south line a distance of 320.94 feet to the southwest corner of said Section 6; thence N.00°-30'-07"W. along the west line of the SW¼ of said Section 6 a distance of 388.83 feet to the southeast corner of said Section 1; thence N.00°-31'-25"W. along the east line of Colonial Meadows Addition "I" a distance of 1782.74 feet to the northeast corner of the said Colonial Meadows Addition "I"; thence S.89°-26'-16"W. along the north line of the said Colonial Meadows Addition "I" a distance of 836.92 feet to the northwest corner of the said Colonial Meadows Addition "I"; thence S.00°-12'-58"W. along the west line of the said Colonial Meadows Addition "I" a distance of 667.70 feet to the northeast corner of Waterford Estates Subdivision Second Addition; thence S.88°-14'-37"W. along the north line of Waterford Estates Subdivision Second Addition and north line of Waterford Estates Subdivision Fourth Addition a distance of 1024.36 feet to a point at the northwest corner of

Waterford Estates Subdivision Fourth Addition; thence S.33°-10'-22"W. along the northwesterly line of Waterford Estates Subdivision Fourth Addition a distance of 112.30 feet to a point on the west line of Waterford Estates Subdivision Fourth Addition; thence S.01°-44'-13"E. along said west line a distance of 187.91 feet to the southwest corner of Waterford Estates Subdivision Fourth Addition said point being on the north line of Waterford Estates Subdivision First Addition; thence S.88°-15'-33"W. along the said north line and the north line of Waterford Estates Subdivision Third Addition and the north line of Waterford Estates Subdivision Fifth Addition a distance of 1288.64 feet; thence S.42°-11'-11"W. along the northwesterly line of Waterford Estates Subdivision Fifth Addition a distance of 134.74 feet; thence S.00°-43'-01"E. along the west line of Waterford Estates Subdivision Fifth Addition a distance of 232.22 feet; thence S.88°-12'-33"W. along the north line of Waterford Estates Subdivision Fifth Addition a distance of 261.35 feet to a point on the southeasterly line of Washington East Subdivision Tenth Addition; thence N.32°-26'-16"E. along said southeasterly line and along the southeasterly line of Lot 1 of the Evergreen Racquet Club Final Plat a distance of 1019.71 feet; thence N.36°-47'-34"E. along said southeasterly line of Lot 1 of the Evergreen Racquet Club Final Plat a distance of 510.39 feet to a point on the west line of the SE¼ of Section 1; thence N.00°-03'-13"E. along said west line and the east line of Washington East Subdivision Fifth Addition a distance of 888.03 feet to the center of said Section 1; thence S.89°-17'-11"W. along the south line of the NW¼ of said Section 1 and the north line of Washington East Subdivision Fifth Addition a distance of 1371.43 feet to the southeast corner of Lot 5 of Hershey Center Final Plat; thence N.00°-56'-19"E. along the east line of said Lot 5 a distance of 473.51 feet to the northeast corner of said Lot 5; thence N.71°-29'-43"W. along the northerly line of Hershey Center Final Plat a distance of 1128.64 feet to the southeast corner of Hershey Plaza Subdivision; thence N.18°-16'-27"E. along the easterly line of Hershey Plaza Subdivision and the easterly line of Hershey Plaza Subdivision Second Addition and the easterly line of Hershey Plaza Subdivision Fourth Addition a distance of 1433.71 feet to the northeast corner of Hershey Plaza Subdivision Fourth Addition; thence N.89°-44'-09"W. along the north line of Hershey Plaza Subdivision Fourth Addition a distance of 252.46 feet to the southeast corner of Burwell Subdivision; thence N.00°-15'-51"E. along the east line of Burwell Subdivision a distance of 522.00 feet to a point on the south right-of-way line of Illinois Route 9 (East Empire Street); thence S.87°-45'-53"E. along the south right-of-way line of Illinois Route 9 (East Empire Street) a distance of 223.53 to a point at the northwest corner of Route 9 Commercial Park Subdivision First Addition; thence S.00°-23'-23"W. along the west line of said Route 9 Commercial Park Subdivision First Addition a distance of 237.40 feet to a point at the southwest corner of said Route 9 Commercial Park Subdivision First Addition; thence S.89°-47'-34"E. along the south line of said Route 9 Commercial Park Subdivision First Addition a distance of 126.77 feet to a point at the southeast corner of Lot 9 of said Route 9 Commercial Park Subdivision First Addition; thence southeasterly on the curved existing south right-of-way line of Airline Drive with a radius of 509.76 feet and an arc length of 202.25 feet; thence on a

chord bearing of S.77°-33'-39"E. a chord distance of 200.93 feet; thence S.64°-38'-32"E. along the said existing south right-of-way line of Airline Drive and the southerly line of said Route 9 Commercial Park Subdivision First Addition and the extension thereof a distance of 1319.87 feet to a point at the beginning of a curve to the right, said curve having a radius of 993.00 feet and an arc length of 80.33 feet; thence on a chord bearing of S.67°-02'-46"E. and a chord distance of 80.31 feet; thence N.00°-06'-43"W. a distance of 945.58 feet to a point on the north line of the NW¼ of said Section 1; thence S.89°-43'-24"E. along the north line of said Section 1 a distance of 3092.18 feet to the Point of Beginning.

Excepting the Following Described Tract:

Commencing at the center of said Section 1; thence N.00°-03'-13"E. along the west line of the NE¼ of said Section 1 a distance of 135.33 feet to a point, said point being 745.00 feet southwesterly when measured at right angles from the existing centerline or extension thereof of runway 11/29 at the Central Illinois Regional Airport and said point being the Point of Beginning; thence N.71°-43'-48"W. parallel with the said existing centerline or extension thereof of runway 11/29 a distance of 126.61 feet; thence N.67°-06'-22"W. a distance of 802.61 feet; thence N.18°-16'-12"E. a distance of 1360.59 feet; thence S.76°-21'-15"E. a distance of 802.61 feet to a point, said point being 745.00 feet northeasterly when measured at right angles from the said existing centerline or extension thereof of runway 11/29; thence S.71°-43'-48"E. parallel with the said existing centerline or extension thereof of runway 11/29 a distance of 5141.17 feet; thence N.84°-48'-14"E. a distance of 832.69 feet to a point, said point being 745.00 feet northwesterly when measured at right angles from the existing centerline or extension thereof of runway 2/20 at the Central Illinois Regional Airport; thence N.18°-16'-12"E. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 1923.40 feet; thence N.17°-41'-49"E. a distance of 707.99 feet to the existing south right-of-way line of Illinois Route 9; thence S.88°-25'-01"E. along the said south right-of-way line a distance of 1575.01 feet; thence S.18°-50'-34"W. a distance of 1160.26 feet to a point, said point being 745.00 feet southeasterly when measured at right angles from the said existing centerline or extension thereof of runway 2/20; thence S.18°-16'-12"W. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 2254.98 feet to a point, said point being 745.00 feet northeasterly when measured at right angles from the said existing centerline or extension thereof of runway 11/29; thence S.72°-30'-48"E. a distance of 330.03 feet; thence S.18°-16'-12"W. a distance of 1499.02 feet; thence N.70°-56'-48"W. a distance of 330.03 feet to a point, said point being 745.00 feet southwesterly when measured at right angles from the said existing centerline or extension thereof of runway 11/29 and said point being 745.00 feet southeasterly when measured at right angles from the said existing centerline or extension thereof of runway 2/20; thence S.18°-16'-12"W. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 4655.02 feet; thence S.17°-41'-49"W. a distance of 807.57 feet; thence N.71°-09'-26"W. a distance of 1506.08

feet; thence N.18°-50'-34"E. a distance of 792.51 feet to a point, said point being 745.00 feet northwesterly when measured at right angles from the said existing centerline or extension thereof of runway 2/20; thence N.18°-16'-12"E. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 3400.63 feet; thence N.32°-51'-15"W. a distance of 1998.59 feet to a point, said point being 745.00 feet southwesterly when measured at right angles from the said existing centerline or extension thereof of runway 11/29; thence N.71°-43'-48"W. parallel with the said existing centerline or extension thereof of runway 11/29 a distance of 4222.48 feet to the Point of Beginning, containing 612 acres, more or less.

Tract 29 contains 1461.67 acres / 2.28 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 31
Passive Connector and Enterprise Zone

Site A: - One Earth Energy Site – from the intersection of West Emerson Street and the east right of way line of the Illinois Central Railroad, in the corporate limits of the City of Bloomington, Illinois hence Easterly along West Emerson Street on a three foot wide strip to North Towanda Avenue; hence Northerly along North Towanda Avenue to Rowe Drive; hence Easterly along Rowe Drive to North Veterans Parkway; hence North along North Veterans Parkway to Arrowhead Drive; hence Easterly along Arrowhead Drive to Gettysburg Drive; hence Southerly along Gettysburg Drive to the centerline of Illinois Route 9; hence Easterly on the centerline of Illinois Route 9 to the border of McLean County, Illinois; hence easterly along the centerline of Illinois Route 9 in Ford County, Illinois to the city limits of the City of Gibson City, Illinois; hence Easterly along the centerline of Illinois Route 9 in the City of Gibson City, Illinois to N 300E Road for the Starting Point; then from the Starting Point at the intersection of Illinois Route 9 and N 300E Road; hence Northerly on N 300E Road to E 550N Road; hence Easterly along E 550N Road 3004 feet to a point; hence directly South to Illinois Route 9; thence Westerly along Illinois Route 9 to the Starting Point at the intersection of Illinois Route 9 and N 300E Road containing 372.09 acres / 0.58 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 32
Passive Enterprise Zone Connector

A part of the East Half of Township 24 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 3 feet in width, lying 1.50 feet on each side of the following described line: Beginning at the intersection of the centerline of Illinois Route 9 and the centerline of County Road 3400E, Point of Beginning, thence in a northerly direction along the centerline of County Road 3400E for approximately 5.08 miles (26,808 feet) to the centerline of E 1900 North Road, thence in an easterly direction along the centerline of E 1900 North Road for approximately 0.88 miles (4,654 feet) to the centerline of County Road 3500E, thence in a northerly direction along the centerline of County Road 3500E for approximately 0.50 miles (2,664 feet) to the centerline of the Bloomer Shippers Connecting Railroad, thence in a westerly direction along the centerline of the Bloomer Shippers Connecting Railroad for 0.50 miles (2,668 feet) to a point.

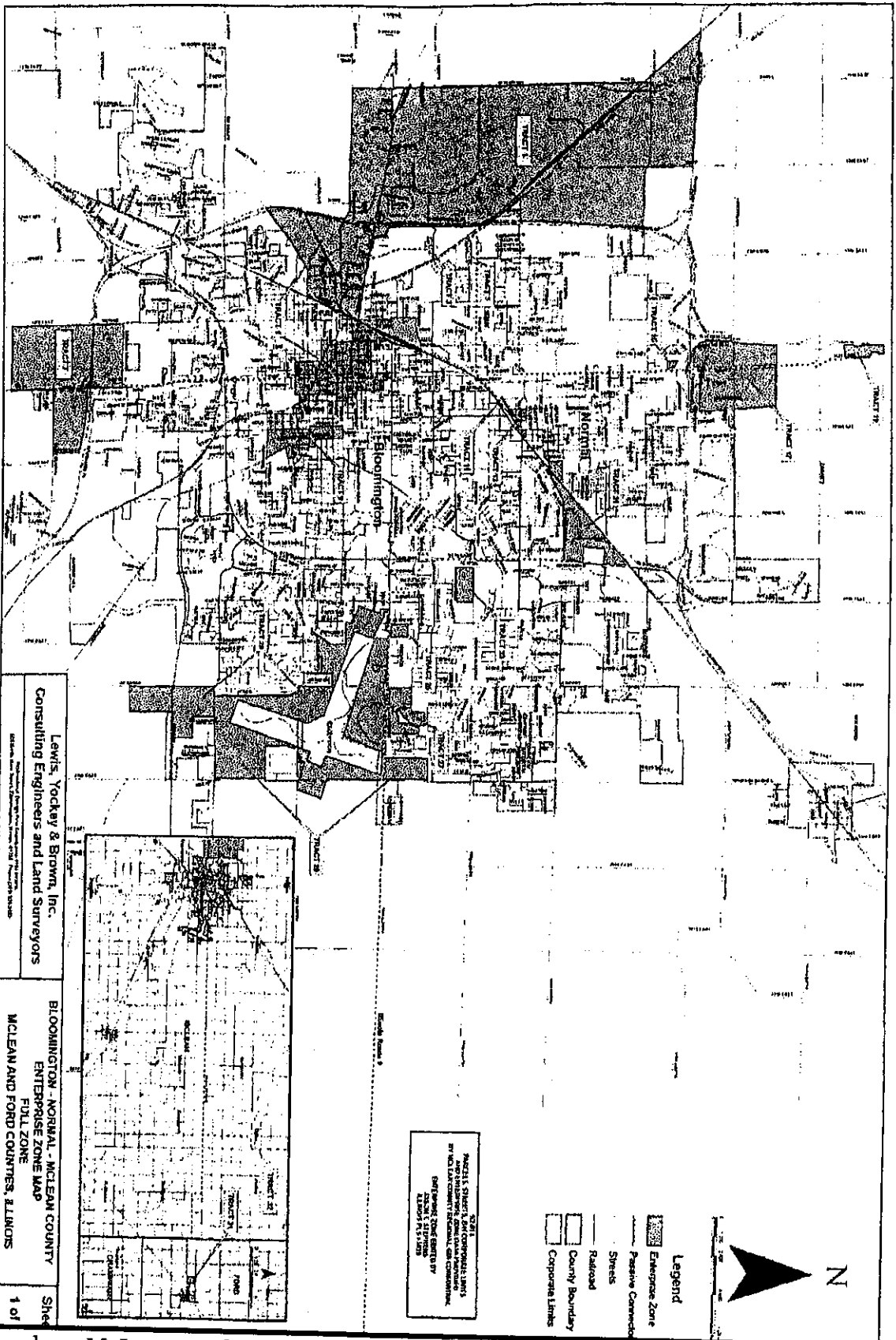
Tract 32 contains 110,382 S.F. / 2.53 acres, more or less.

Legal Description Tract 33
Enterprise Zone

A part of Section 2, Township 24 North, Range 5 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at a point 2,668 feet west of County Road 3500E along the centerline of the Bloomer Shippers Connecting Railroad, the Point of Beginning, thence due south for 325 feet to a point, thence due west 420 feet to a point, thence due north for approximately 325 feet to the centerline of the Bloomer Shippers Connecting Railroad, thence in an easterly direction along the centerline of the Bloomer Shippers Connecting Railroad for approximately 420 feet, to the Point of Beginning,

Tract 33 contains 136,500 S.F. / 3.13 acres, more or less.

Said Enterprise Zone contains 9,013.80 acres / 14.08 square miles, more or less.



Members McIntyre and Owens moved the County Board approve a Request for Approval of an Ordinance Describing and Designating an Area as an Enterprise Zone - Administration. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

Annual Budget by Organization Report

Summary

	2016 Department Head	2016 County Administrator	2016 County Board	CHG from Recommended
Fund: 0001 GENERAL FUND				
Revenue				
0001-0001-0001 - GENERAL FUND,COUNTY BOARD,LEGISLATION & POLICY	\$23,975,200.00	\$23,975,200.00	\$23,967,200.00	(\$8,000.00)
0001-0001-0100 - GENERAL FUND,COUNTY BOARD,FLEET	\$0.00	\$0.00	\$0.00	\$0.00
0001-0002-0002 - GENERAL FUND,COUNTY ADMINISTRATOR,COUNTY ADMINISTRATION	\$2,589.00	\$2,589.00	\$2,589.00	\$0.00
0001-0003-0003 - GENERAL FUND,COUNTY AUDITOR,AUDITING & FINANCIAL MGMT	\$300.00	\$300.00	\$300.00	\$0.00
0001-0004-0004 - GENERAL FUND,COUNTY TREASURER,FINANCIAL MANAGEMENT	\$538,300.00	\$538,300.00	\$538,300.00	\$0.00
0001-0005-0006 - GENERAL FUND,COUNTY CLERK,ELECTIONS	\$60,950.00	\$60,950.00	\$60,950.00	\$0.00
0001-0005-0007 - GENERAL FUND,COUNTY CLERK,RECORDS	\$236,275.00	\$236,275.00	\$236,275.00	\$0.00
0001-0005-0008 - GENERAL FUND,COUNTY CLERK,LEGAL RECORDS DOCUMENTN	\$626,370.00	\$626,370.00	\$626,370.00	\$0.00
0001-0006-0008 - GENERAL FUND,COUNTY RECORDER,LEGAL RECORDS DOCUMENTN	\$0.00	\$0.00	\$0.00	\$0.00
0001-0008-0010 - GENERAL FUND,MERIT BOARD,ADMINISTRATIVE SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
0001-0015-0011 - GENERAL FUND,CIRCUIT CLERK,ADMINISTRATIVE SERVICES	\$18,503.00	\$18,503.00	\$18,503.00	\$0.00
0001-0015-0012 - GENERAL FUND,CIRCUIT CLERK,CRIMINAL CASES	\$1,938,770.00	\$1,938,770.00	\$1,938,770.00	\$0.00
0001-0015-0013 - GENERAL FUND,CIRCUIT CLERK,CIVIL CASES	\$628,135.00	\$628,135.00	\$628,135.00	\$0.00
0001-0016-0016 - GENERAL FUND,CIRCUIT COURT,COURT ADMINISTRATION	\$25,350.00	\$25,350.00	\$25,350.00	\$0.00
0001-0020-0019 - GENERAL FUND,STATE'S ATTORNEY,PROSECUTION & LITIGATION	\$335,922.00	\$335,922.00	\$335,922.00	\$0.00
0001-0020-0020 - GENERAL FUND,STATE'S ATTORNEY,ADMINISTRATIVE SUPPORT	\$142,000.00	\$142,000.00	\$142,000.00	\$0.00

EXECUTIVE COMMITTEE:
Member Erickson, presented the following:

Annual Budget by Organization Report

Summary

0001-0021-0023 - GENERAL FUND,PUBLIC DEFENDER,PUBLIC DEFENDER SERVICES	\$174,894.00	\$174,894.00	\$174,894.00	\$0.00
0001-0021-0057 - GENERAL FUND,PUBLIC DEFENDER,VIOLENT CRIME DEFENSE GRT	\$0.00	\$0.00	\$0.00	\$0.00
0001-0022-0022 - GENERAL FUND,COURT SERVICES,JUVENILE DETENTION	\$1,094,686.00	\$1,094,686.00	\$1,094,686.00	\$0.00
0001-0022-0024 - GENERAL FUND,COURT SERVICES,COURT SERVICES	\$1,438,979.00	\$1,438,979.00	\$1,438,979.00	\$0.00
0001-0022-0068 - GENERAL FUND,COURT SERVICES,PRETRIAL	\$60,000.00	\$60,000.00	\$60,000.00	\$0.00
0001-0022-0076 - GENERAL FUND,COURT SERVICES,RECOVERY COURT GRANT	\$0.00	\$0.00	\$0.00	\$0.00
0001-0022-0093 - GENERAL FUND,COURT SERVICES,Adult Treatment SAMHSA Grant CS	\$0.00	\$0.00	\$324,992.00	\$324,992.00
0001-0022-0094 - GENERAL FUND,COURT SERVICES,Adult Redeploy Grant	\$75,685.00	\$75,685.00	\$75,685.00	\$0.00
0001-0022-0095 - GENERAL FUND,COURT SERVICES,Juvenile Redeploy Grant	\$80,466.00	\$80,466.00	\$80,466.00	\$0.00
0001-0029-0027 - GENERAL FUND,SHERIFF,LAW ENFORCEMENT OPERATION	\$267,500.00	\$267,500.00	\$267,500.00	\$0.00
0001-0029-0028 - GENERAL FUND,SHERIFF,CRIMINAL INVESTIGATIONS	\$0.00	\$0.00	\$0.00	\$0.00
0001-0029-0029 - GENERAL FUND,SHERIFF,ADMINISTRATIVE SERVICES	\$440,951.00	\$440,951.00	\$440,951.00	\$0.00
0001-0029-0031 - GENERAL FUND,SHERIFF,JAIL OPERATIONS	\$210,400.00	\$210,400.00	\$210,400.00	\$0.00
0001-0029-0032 - GENERAL FUND,SHERIFF,SUPPORT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
0001-0029-0033 - GENERAL FUND,SHERIFF,FLEET MANAGEMENT	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
0001-0029-0034 - GENERAL FUND,SHERIFF,ALCOHOL SAFETY GRANT	\$0.00	\$0.00	\$0.00	\$0.00
0001-0031-0038 - GENERAL FUND,CORONER,INVESTIGATIONS &	\$94,100.00	\$94,100.00	\$94,100.00	\$0.00

Annual Budget by Organization Report

Summary

INQUESTS							
0001-0032-0039 - GENERAL FUND,Animal Control,EMA TECH SUPPORT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0001-0032-0065 - GENERAL FUND,Animal Control,ANIMAL CONTROL	\$414,402.00	\$414,402.00	\$414,402.00	\$414,402.00	\$414,402.00	\$0.00	\$0.00
0001-0032-0066 - GENERAL FUND,Animal Control,MUNICIPAL WARDEN/AN.CONTR	\$178,006.00	\$178,006.00	\$178,006.00	\$178,006.00	\$178,006.00	\$0.00	\$0.00
0001-0038-0040 - GENERAL FUND,BUILDING & ZONING,ZONING & SUBDIVISIONS	\$61,980.00	\$61,980.00	\$61,980.00	\$61,980.00	\$61,980.00	\$8,000.00	\$8,000.00
0001-0040-0042 - GENERAL FUND,PARKS & RECREATION,PARK OPERATIONS	\$23,500.00	\$23,500.00	\$23,500.00	\$23,500.00	\$23,500.00	\$0.00	\$0.00
0001-0040-0043 - GENERAL FUND,PARKS & RECREATION,RECREATIONAL SERVICES	\$454,260.00	\$454,260.00	\$454,260.00	\$454,260.00	\$454,260.00	\$0.00	\$0.00
0001-0041-0022 - GENERAL FUND,FACILITIES MANAGEMENT,JUVENILE DETENTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0001-0041-0045 - GENERAL FUND,FACILITIES MANAGEMENT,METRO COMMUNICATION CTR.	\$114,477.00	\$114,477.00	\$114,477.00	\$114,477.00	\$114,477.00	\$0.00	\$0.00
0001-0041-0046 - GENERAL FUND,FACILITIES MANAGEMENT,HEALTH DEPARTMENT BLDG.	\$524,460.00	\$524,460.00	\$524,460.00	\$524,460.00	\$524,460.00	\$0.00	\$0.00
0001-0041-0049 - GENERAL FUND,FACILITIES MANAGEMENT,COURTHOUSE	\$137,616.00	\$137,616.00	\$137,616.00	\$137,616.00	\$137,616.00	\$0.00	\$0.00
0001-0041-0050 - GENERAL FUND,FACILITIES MANAGEMENT,LAW & JUSTICE BUILDING	\$1,778,142.00	\$1,778,142.00	\$1,778,142.00	\$1,778,142.00	\$1,778,142.00	\$0.00	\$0.00
0001-0041-0051 - GENERAL FUND,FACILITIES MANAGEMENT,FAIRVIEW BUILDING MAINT.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0001-0041-0115 - GENERAL FUND,FACILITIES MANAGEMENT,GOVERNMENT CENTER	\$671,790.00	\$671,790.00	\$671,790.00	\$671,790.00	\$671,790.00	\$0.00	\$0.00
0001-0043-0047 - GENERAL FUND,INFORMATION SERVICES,DATA PROCESSING	\$210,430.00	\$210,430.00	\$210,430.00	\$210,430.00	\$210,430.00	\$0.00	\$0.00
0001-0043-0048 - GENERAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Annual Budget by Organization Report

Summary

FUND, INFORMATION SERVICES, RECORDS MANAGEMENT						
0001-0047-0052 - GENERAL FUND, EMA, EMA OPERATIONS	\$78,563.00	\$78,563.00	\$78,563.00	\$78,563.00	\$0.00	\$0.00
0001-0048-0053 - GENERAL FUND, BLOOMINGTON ELECTION COM., CITY ELECTIONS	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00
0001-0049-0054 - GENERAL FUND, ASSESSMENT OFFICE, PROPERTY ASSESS/RVW/SUPV.	\$74,328.00	\$74,328.00	\$74,328.00	\$74,328.00	\$0.00	\$0.00
Revenue Totals	\$37,293,279.00	\$37,293,279.00	\$37,618,271.00	\$37,618,271.00	\$324,992.00	\$324,992.00
Expenditures						
0001-0001-0001 - GENERAL FUND, COUNTY BOARD, LEGISLATION & POLICY	\$4,034,340.00	\$4,034,340.00	\$4,034,340.00	\$4,034,340.00	\$0.00	\$0.00
0001-0001-0100 - GENERAL FUND, COUNTY BOARD, FLEET	\$118,000.00	\$118,000.00	\$118,000.00	\$118,000.00	\$0.00	\$0.00
0001-0002-0002 - GENERAL FUND, COUNTY ADMINISTRATOR, COUNTY ADMINISTRATION	\$631,029.00	\$631,029.00	\$631,029.00	\$631,029.00	\$0.00	\$0.00
0001-0003-0003 - GENERAL FUND, COUNTY AUDITOR, AUDITING & FINANCIAL MGMT	\$316,706.00	\$316,706.00	\$316,706.00	\$316,706.00	\$0.00	\$0.00
0001-0004-0004 - GENERAL FUND, COUNTY TREASURER, FINANCIAL MANAGEMENT	\$417,147.00	\$417,147.00	\$417,147.00	\$417,147.00	\$0.00	\$0.00
0001-0005-0006 - GENERAL FUND, COUNTY CLERK, ELECTIONS	\$682,050.00	\$682,050.00	\$682,050.00	\$682,050.00	\$0.00	\$0.00
0001-0005-0007 - GENERAL FUND, COUNTY CLERK, RECORDS	\$269,293.00	\$269,293.00	\$269,293.00	\$269,293.00	\$0.00	\$0.00
0001-0005-0008 - GENERAL FUND, COUNTY CLERK, LEGAL RECORDS DOCUMENTN	\$225,253.00	\$225,253.00	\$225,253.00	\$225,253.00	\$0.00	\$0.00
0001-0006-0008 - GENERAL FUND, COUNTY RECORDER, LEGAL RECORDS DOCUMENTN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0001-0008-0010 - GENERAL FUND, MERIT BOARD, ADMINISTRATIVE SERVICES	\$16,900.00	\$16,900.00	\$16,900.00	\$16,900.00	\$0.00	\$0.00
0001-0015-0011 - GENERAL FUND, CIRCUIT CLERK, ADMINISTRATIVE SERVICES	\$760,825.00	\$760,825.00	\$760,825.00	\$760,825.00	\$0.00	\$0.00
0001-0015-0012 - GENERAL FUND, CIRCUIT CLERK, CRIMINAL CASES	\$1,094,453.00	\$1,094,453.00	\$1,094,453.00	\$1,094,453.00	\$0.00	\$0.00

Annual Budget by Organization Report

Summary

0001-0015-0013 - GENERAL FUND,CIRCUIT CLERK,CIVIL CASES	\$432,771.00	\$432,771.00	\$432,771.00	\$0.00
0001-0016-0016 - GENERAL FUND,CIRCUIT COURT,COURT ADMINISTRATION	\$1,157,796.00	\$1,157,796.00	\$1,157,796.00	\$0.00
0001-0018-0017 - GENERAL FUND,JURY COMMISSION,JUROR SELECTION & ADMIN.	\$123,722.00	\$123,722.00	\$123,722.00	\$0.00
0001-0020-0019 - GENERAL FUND,STATE'S ATTORNEY,PROSECUTION & LITIGATION	\$2,367,863.00	\$2,367,863.00	\$2,367,863.00	\$0.00
0001-0020-0020 - GENERAL FUND,STATE'S ATTORNEY,ADMINISTRATIVE SUPPORT	\$246,789.00	\$246,789.00	\$246,789.00	\$0.00
0001-0021-0023 - GENERAL FUND,PUBLIC DEFENDER,PUBLIC DEFENDER SERVICES	\$1,867,226.00	\$1,867,226.00	\$1,867,226.00	\$0.00
0001-0021-0057 - GENERAL FUND,PUBLIC DEFENDER,VIOLENT CRIME DEFENSE GRT	\$0.00	\$0.00	\$0.00	\$0.00
0001-0022-0022 - GENERAL FUND,COURT SERVICES,JUVENILE DETENTION	\$1,472,089.00	\$1,472,089.00	\$1,472,089.00	\$0.00
0001-0022-0024 - GENERAL FUND,COURT SERVICES,COURT SERVICES	\$2,379,525.00	\$2,379,525.00	\$2,427,064.00	\$47,539.00
0001-0022-0068 - GENERAL FUND,COURT SERVICES,PRETRIAL	\$257,950.00	\$257,950.00	\$257,950.00	\$0.00
0001-0022-0076 - GENERAL FUND,COURT SERVICES,RECOVERY COURT GRANT	\$0.00	\$0.00	\$0.00	\$0.00
0001-0022-0093 - GENERAL FUND,COURT SERVICES,Adult Treatment-SAMHSA Grant CS	\$47,539.00	\$47,539.00	\$324,992.00	\$277,453.00
0001-0022-0094 - GENERAL FUND,COURT SERVICES,Adult Redeploy Grant	\$125,336.00	\$125,336.00	\$125,336.00	\$0.00
0001-0022-0095 - GENERAL FUND,COURT SERVICES,Juvenile Redeploy Grant	\$74,327.00	\$74,327.00	\$74,327.00	\$0.00
0001-0029-0027 - GENERAL FUND,SHERIFF,LAW ENFORCEMENT OPERATION	\$2,505,849.00	\$2,505,849.00	\$2,505,849.00	\$0.00
0001-0029-0028 - GENERAL FUND,SHERIFF,CRIMINAL INVESTIGATIONS	\$583,302.00	\$583,302.00	\$583,302.00	\$0.00
0001-0029-0029 - GENERAL FUND,SHERIFF,ADMINISTRATIVE	\$1,368,371.00	\$1,368,371.00	\$1,368,371.00	\$0.00

Annual Budget by Organization Report

Summary

SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0001-0029-0030 - GENERAL FUND,SHERIFF,RECORDS & DATA PROCESSING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0001-0029-0031 - GENERAL FUND,SHERIFF,JAIL OPERATIONS	\$4,821,438.00	\$4,821,438.00	\$4,821,438.00	\$4,821,438.00	\$4,821,438.00	\$0.00
0001-0029-0032 - GENERAL FUND,SHERIFF,SUPPORT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0001-0029-0033 - GENERAL FUND,SHERIFF,FLEET MANAGEMENT	\$248,780.00	\$248,780.00	\$248,780.00	\$248,780.00	\$248,780.00	\$0.00
0001-0031-0038 - GENERAL FUND,CORONER,INVESTIGATIONS & INQUESTS	\$569,175.00	\$569,175.00	\$569,175.00	\$569,175.00	\$569,175.00	\$0.00
0001-0032-0039 - GENERAL FUND,Animal Control,EMA TECH SUPPORT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0001-0032-0065 - GENERAL FUND,Animal Control,ANIMAL CONTROL	\$325,875.00	\$325,875.00	\$325,875.00	\$325,875.00	\$325,875.00	\$0.00
0001-0032-0066 - GENERAL FUND,Animal Control,MUNICIPAL WARDEN/JAN.CONTR	\$172,025.00	\$172,025.00	\$172,025.00	\$172,025.00	\$172,025.00	\$0.00
0001-0038-0040 - GENERAL FUND,BUILDING & ZONING,ZONING & SUBDIVISIONS	\$331,465.00	\$331,465.00	\$331,465.00	\$331,465.00	\$331,465.00	\$0.00
0001-0040-0042 - GENERAL FUND,PARKS & RECREATION,PARK OPERATIONS	\$467,109.00	\$467,109.00	\$467,109.00	\$467,109.00	\$467,109.00	\$0.00
0001-0040-0043 - GENERAL FUND,PARKS & RECREATION,RECREATIONAL SERVICES	\$109,341.00	\$109,341.00	\$109,341.00	\$109,341.00	\$109,341.00	\$0.00
0001-0041-0022 - GENERAL FUND,FACILITIES MANAGEMENT,JUVENILE DETENTION	\$174,602.00	\$174,602.00	\$174,602.00	\$174,602.00	\$174,602.00	\$0.00
0001-0041-0045 - GENERAL FUND,FACILITIES MANAGEMENT,METRO COMMUNICATION CTR.	\$115,793.00	\$115,793.00	\$115,793.00	\$115,793.00	\$115,793.00	\$0.00
0001-0041-0046 - GENERAL FUND,FACILITIES MANAGEMENT,HEALTH DEPARTMENT BLDG.	\$524,460.00	\$524,460.00	\$524,460.00	\$524,460.00	\$524,460.00	\$0.00
0001-0041-0049 - GENERAL FUND,FACILITIES MANAGEMENT,COURTHOUSE	\$137,616.00	\$137,616.00	\$137,616.00	\$137,616.00	\$137,616.00	\$0.00
0001-0041-0050 - GENERAL	\$1,778,142.00	\$1,778,142.00	\$1,778,142.00	\$1,778,142.00	\$1,778,142.00	\$0.00

Annual Budget by Organization Report

Summary

FUND,FACILITIES MANAGEMENT,LAW & JUSTICE BUILDING									
0001-0041-0051 - GENERAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FUND,FACILITIES MANAGEMENT,FAIRVIEW BUILDING MAINT.									
0001-0041-0115 - GENERAL	\$671,790.00	\$671,790.00	\$671,790.00	\$671,790.00	\$671,790.00	\$671,790.00	\$671,790.00	\$671,790.00	\$0.00
FUND,FACILITIES MANAGEMENT,GOVERNMENT CENTER									
0001-0043-0047 - GENERAL	\$1,868,668.00	\$1,868,668.00	\$1,868,668.00	\$1,868,668.00	\$1,868,668.00	\$1,868,668.00	\$1,868,668.00	\$1,868,668.00	\$0.00
FUND,INFORMATION SERVICES,DATA PROCESSING									
0001-0043-0048 - GENERAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FUND,INFORMATION SERVICES,RECORDS MANAGEMENT									
0001-0047-0039 - GENERAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FUND,EMA,EMA TECH SUPPORT									
0001-0047-0052 - GENERAL	\$198,871.00	\$198,871.00	\$198,871.00	\$198,871.00	\$198,871.00	\$198,871.00	\$198,871.00	\$198,871.00	\$0.00
FUND,EMA,EMA OPERATIONS									
0001-0048-0053 - GENERAL	\$604,214.00	\$604,214.00	\$604,214.00	\$604,214.00	\$604,214.00	\$604,214.00	\$604,214.00	\$604,214.00	\$0.00
FUND,BLOOMINGTON ELECTION COM.,CITY ELECTIONS									
0001-0049-0054 - GENERAL	\$546,931.00	\$546,931.00	\$546,931.00	\$546,931.00	\$546,931.00	\$546,931.00	\$546,931.00	\$546,931.00	\$0.00
FUND,ASSESSMENT OFFICE,PROPERTY ASSESS/RW/SUPV.									
0001-0049-0055 - GENERAL	\$50,533.00	\$50,533.00	\$50,533.00	\$50,533.00	\$50,533.00	\$50,533.00	\$50,533.00	\$50,533.00	\$0.00
FUND,ASSESSMENT OFFICE,BOARD OF REVIEW									
Revenue Totals:	\$37,293,279.00	\$37,293,279.00	\$37,293,279.00	\$37,293,279.00	\$37,293,279.00	\$37,293,279.00	\$37,293,279.00	\$37,293,279.00	\$324,992.00
Expenditure Totals	\$37,293,279.00	\$37,293,279.00	\$37,293,279.00	\$37,293,279.00	\$37,293,279.00	\$37,293,279.00	\$37,293,279.00	\$37,293,279.00	\$324,992.00
Fund Total: GENERAL FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0102 DENTAL SEALANT GRANT									
Revenue									
0102-0061-0062 - DENTAL SEALANT GRANT,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$510,617.00	\$510,617.00	\$510,617.00	\$510,617.00	\$510,617.00	\$510,617.00	\$510,617.00	\$510,617.00	\$0.00
Revenue Totals	\$510,617.00	\$510,617.00	\$510,617.00	\$510,617.00	\$510,617.00	\$510,617.00	\$510,617.00	\$510,617.00	\$0.00
Expenditures									

Annual Budget by Organization Report

Summary

0102-0061-0062 - DENTAL SEALANT GRANT,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$510,617.00	\$510,617.00	\$510,617.00	\$0.00
Revenue Totals:	\$510,617.00	\$510,617.00	\$510,617.00	\$0.00
Expenditure Totals	\$510,617.00	\$510,617.00	\$510,617.00	\$0.00
Fund Total: DENTAL SEALANT GRANT	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0103 HEALTH DEPT. - WIC				
Revenue				
0103-0061-0062 - HEALTH DEPT. - WIC,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$509,506.00	\$509,506.00	\$509,506.00	\$0.00
0103-0061-0064 - HEALTH DEPT. - WIC,HEALTH DEPARTMENT,IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$509,506.00	\$509,506.00	\$509,506.00	\$0.00
Expenditures				
0103-0061-0062 - HEALTH DEPT. - WIC,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$509,506.00	\$509,506.00	\$509,506.00	\$0.00
0103-0061-0064 - HEALTH DEPT. - WIC,HEALTH DEPARTMENT,IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals:	\$509,506.00	\$509,506.00	\$509,506.00	\$0.00
Expenditure Totals	\$509,506.00	\$509,506.00	\$509,506.00	\$0.00
Fund Total: HEALTH DEPT. - WIC	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0104 HEALTH PROMOTION GRANT				
Revenue				
0104-0061-0062 - HEALTH PROMOTION GRANT,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
0104-0061-0067 - HEALTH PROMOTION GRANT,HEALTH DEPARTMENT,HEALTH PROMOTION	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures				

Annual Budget by Organization Report

Summary

0104-0061-0062 - HEALTH PROMOTION GRANT, HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0104-0061-0067 - HEALTH PROMOTION GRANT, HEALTH DEPARTMENT, HEALTH PROMOTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditure Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Total: HEALTH PROMOTION GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0105 PREVENTIVE HEALTH PROGRAM					
Revenue					
0105-0061-0062 - PREVENTIVE HEALTH PROGRAM, HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$12,830.00	\$12,830.00	\$12,830.00	\$12,830.00	\$0.00
0105-0061-0067 - PREVENTIVE HEALTH PROGRAM, HEALTH DEPARTMENT, HEALTH PROMOTION	\$107,000.00	\$107,000.00	\$107,000.00	\$107,000.00	\$0.00
Revenue Totals	\$119,830.00	\$119,830.00	\$119,830.00	\$119,830.00	\$0.00
Expenditures					
0105-0061-0062 - PREVENTIVE HEALTH PROGRAM, HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$12,830.00	\$12,830.00	\$12,830.00	\$12,830.00	\$0.00
0105-0061-0067 - PREVENTIVE HEALTH PROGRAM, HEALTH DEPARTMENT, HEALTH PROMOTION	\$107,000.00	\$107,000.00	\$107,000.00	\$107,000.00	\$0.00
Revenue Totals:	\$119,830.00	\$119,830.00	\$119,830.00	\$119,830.00	\$0.00
Expenditure Totals	\$119,830.00	\$119,830.00	\$119,830.00	\$119,830.00	\$0.00
Fund Total: PREVENTIVE HEALTH PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0106 FAMILY CASE MANAGEMENT					
Revenue					
0106-0061-0062 - FAMILY CASE MANAGEMENT, HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$1,071,148.00	\$1,071,148.00	\$1,021,336.00	\$1,021,336.00	(\$49,812.00)

Annual Budget by Organization Report

Summary

0106-0061-0064 - FAMILY CASE MANAGEMENT, HEALTH DEPARTMENT, IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$1,071,148.00	\$1,071,148.00	\$1,021,336.00	\$1,021,336.00	(\$49,812.00)
Expenditures					
0106-0061-0062 - FAMILY CASE MANAGEMENT, HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$1,071,148.00	\$1,071,148.00	\$1,021,336.00	\$1,021,336.00	(\$49,812.00)
0106-0061-0064 - FAMILY CASE MANAGEMENT, HEALTH DEPARTMENT, IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals:	\$1,071,148.00	\$1,071,148.00	\$1,021,336.00	\$1,021,336.00	(\$49,812.00)
Expenditure Totals	\$1,071,148.00	\$1,071,148.00	\$1,021,336.00	\$1,021,336.00	(\$49,812.00)
Fund Total: FAMILY CASE MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0107 AIDS/COMM.DISEASE CONTROL					
Revenue					
0107-0061-0061 - AIDS/COMM.DISEASE CONTROL, HEALTH DEPARTMENT, ENVIRONMENTAL HEALTH SERVICES	\$34,678.00	\$34,678.00	\$34,678.00	\$34,678.00	\$0.00
0107-0061-0062 - AIDS/COMM.DISEASE CONTROL, HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$272,015.00	\$272,015.00	\$272,015.00	\$272,015.00	\$0.00
0107-0061-0064 - AIDS/COMM.DISEASE CONTROL, HEALTH DEPARTMENT, IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$306,693.00	\$306,693.00	\$306,693.00	\$306,693.00	\$0.00
Expenditures					
0107-0061-0061 - AIDS/COMM.DISEASE CONTROL, HEALTH DEPARTMENT, ENVIRONMENTAL HEALTH SERVICES	\$34,678.00	\$34,678.00	\$34,678.00	\$34,678.00	\$0.00
0107-0061-0062 - AIDS/COMM.DISEASE CONTROL, HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$272,015.00	\$272,015.00	\$272,015.00	\$272,015.00	\$0.00
0107-0061-0064 - AIDS/COMM.DISEASE CONTROL, HEALTH DEPARTMENT, IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$306,693.00	\$306,693.00	\$306,693.00	\$306,693.00	\$0.00
Expenditures					
0107-0061-0061 - AIDS/COMM.DISEASE CONTROL, HEALTH DEPARTMENT, ENVIRONMENTAL HEALTH SERVICES	\$34,678.00	\$34,678.00	\$34,678.00	\$34,678.00	\$0.00
0107-0061-0062 - AIDS/COMM.DISEASE CONTROL, HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$272,015.00	\$272,015.00	\$272,015.00	\$272,015.00	\$0.00
0107-0061-0064 - AIDS/COMM.DISEASE CONTROL, HEALTH DEPARTMENT, IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$306,693.00	\$306,693.00	\$306,693.00	\$306,693.00	\$0.00

Annual Budget by Organization Report

Summary

CONTROL, HEALTH DEPARTMENT, IMMUNIZATION PROGRAM				
Revenue Totals:	\$306,693.00	\$306,693.00	\$306,693.00	\$0.00
Expenditure Totals	\$306,693.00	\$306,693.00	\$306,693.00	\$0.00
Fund Total: AIDS/COMM.DISEASE CONTROL	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0109 FED.FINANCIAL PART.PROG.				
Revenue				
0109-0061-0062 - FED.FINANCIAL PART.PROG., HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$250,000.00	\$250,000.00	\$250,000.00	\$0.00
0109-0061-0064 - FED.FINANCIAL PART.PROG., HEALTH DEPARTMENT, IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$250,000.00	\$250,000.00	\$250,000.00	\$0.00
Expenditures				
0109-0061-0062 - FED.FINANCIAL PART.PROG., HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$250,000.00	\$250,000.00	\$250,000.00	\$0.00
0109-0061-0064 - FED.FINANCIAL PART.PROG., HEALTH DEPARTMENT, IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals:	\$250,000.00	\$250,000.00	\$250,000.00	\$0.00
Expenditure Totals	\$250,000.00	\$250,000.00	\$250,000.00	\$0.00
Fund Total: FED.FINANCIAL PART.PROG.	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0110 PERSONS/DEV.DISABILITY				
Revenue				
0110-0061-0060 - PERSONS/DEV.DISABILITY, HEALTH DEPARTMENT, MENTAL HEALTH	\$705,871.00	\$705,871.00	\$705,871.00	\$0.00
0110-0061-0062 - PERSONS/DEV.DISABILITY, HEALTH DEPARTMENT, PERSONAL HEALTH SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$705,871.00	\$705,871.00	\$705,871.00	\$0.00

Annual Budget by Organization Report

Summary

Expenditures								
0110-0061-0060 - PERSONS/DEV.DISABILITY,HEALTH DEPARTMENT,MENTAL HEALTH	\$705,871.00	\$705,871.00	\$705,871.00	\$705,871.00	\$0.00	\$0.00	\$0.00	\$0.00
0110-0061-0062 - PERSONS/DEV.DISABILITY,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals:	\$705,871.00	\$705,871.00	\$705,871.00	\$705,871.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditure Totals	\$705,871.00	\$705,871.00	\$705,871.00	\$705,871.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Total: PERSONS/DEV.DISABILITY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0111 T.B. CARE & TREATMENT								
Revenue								
0111-0061-0062 - T.B. CARE & TREATMENT,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0111-0061-0064 - T.B. CARE & TREATMENT,HEALTH DEPARTMENT,IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures								
0111-0061-0062 - T.B. CARE & TREATMENT,HEALTH DEPARTMENT,PERSONAL HEALTH SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0111-0061-0064 - T.B. CARE & TREATMENT,HEALTH DEPARTMENT,IMMUNIZATION PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditure Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Total: T.B. CARE & TREATMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0112 HEALTH DEPARTMENT								
Revenue								
0112-0061-0060 - HEALTH DEPARTMENT,HEALTH	\$1,228,510.00	\$1,228,510.00	\$1,230,024.00	\$1,230,024.00	\$1,514.00	\$1,514.00	\$1,514.00	\$1,514.00

Annual Budget by Organization Report

Summary

DEPARTMENT,MENTAL HEALTH						
0112-0061-0061 - HEALTH	\$871,250.00	\$871,250.00	\$869,351.00			(\$1,899.00)
DEPARTMENT,HEALTH						
DEPARTMENT,ENVIRONMENTAL HEALTH						
0112-0061-0062 - HEALTH	\$1,052,856.00	\$1,052,856.00	\$1,050,324.00			(\$2,532.00)
DEPARTMENT,HEALTH						
DEPARTMENT,PERSONAL HEALTH						
SERVICES						
0112-0061-0063 - HEALTH	\$486,516.00	\$486,516.00	\$486,516.00			\$0.00
DEPARTMENT,HEALTH						
DEPARTMENT,ADMINISTRATIVE SUPPORT						
0112-0061-0064 - HEALTH	\$440,725.00	\$440,725.00	\$432,496.00			(\$8,229.00)
DEPARTMENT,HEALTH						
DEPARTMENT,IMMUNIZATION PROGRAM						
0112-0061-0065 - HEALTH	\$0.00	\$0.00	\$0.00			\$0.00
DEPARTMENT,HEALTH						
DEPARTMENT,ANIMAL CONTROL						
0112-0061-0066 - HEALTH	\$0.00	\$0.00	\$0.00			\$0.00
DEPARTMENT,HEALTH						
DEPARTMENT,MUNICIPAL						
WARDEN/JAN.CONTR						
0112-0061-0067 - HEALTH	\$241,413.00	\$241,413.00	\$241,413.00			\$0.00
DEPARTMENT,HEALTH						
DEPARTMENT,HEALTH PROMOTION						
0112-0061-0069 - HEALTH	\$100,000.00	\$100,000.00	\$162,184.00			\$62,184.00
DEPARTMENT,HEALTH						
DEPARTMENT,DRUG COURT						
0112-0061-0096 - HEALTH	\$196,743.00	\$196,743.00	\$196,743.00			\$0.00
DEPARTMENT,HEALTH						
DEPARTMENT,Community Outreach						
0112-0061-0111 - HEALTH	\$302,787.00	\$302,787.00	\$302,787.00			\$0.00
DEPARTMENT,HEALTH DEPARTMENT,TB						
Care & Treatment Program						
Revenue Totals	\$4,920,800.00	\$4,920,800.00	\$4,971,838.00			\$51,038.00
Expenditures						
0112-0061-0060 - HEALTH	\$1,228,510.00	\$1,228,510.00	\$1,230,024.00			\$1,514.00
DEPARTMENT,HEALTH						
DEPARTMENT,MENTAL HEALTH						
0112-0061-0061 - HEALTH	\$871,250.00	\$871,250.00	\$869,351.00			(\$1,899.00)
DEPARTMENT,HEALTH						

Annual Budget by Organization Report

Summary

DEPARTMENT, ENVIRONMENTAL HEALTH					
0112-0061-0062 - HEALTH	\$1,052,856.00	\$1,052,856.00	\$1,050,324.00		(\$2,532.00)
DEPARTMENT, HEALTH					
DEPARTMENT, PERSONAL HEALTH SERVICES					
0112-0061-0063 - HEALTH	\$486,516.00	\$486,516.00	\$486,516.00		\$0.00
DEPARTMENT, HEALTH					
DEPARTMENT, ADMINISTRATIVE SUPPORT					
0112-0061-0064 - HEALTH	\$440,725.00	\$440,725.00	\$432,496.00		(\$8,229.00)
DEPARTMENT, HEALTH					
DEPARTMENT, IMMUNIZATION PROGRAM					
0112-0061-0065 - HEALTH	\$0.00	\$0.00	\$0.00		\$0.00
DEPARTMENT, HEALTH					
DEPARTMENT, ANIMAL CONTROL					
0112-0061-0066 - HEALTH	\$0.00	\$0.00	\$0.00		\$0.00
DEPARTMENT, HEALTH					
DEPARTMENT, MUNICIPAL WARDEN/AN.CONTR					
0112-0061-0067 - HEALTH	\$241,413.00	\$241,413.00	\$241,413.00		\$0.00
DEPARTMENT, HEALTH					
DEPARTMENT, HEALTH PROMOTION					
0112-0061-0069 - HEALTH	\$100,000.00	\$100,000.00	\$162,184.00		\$62,184.00
DEPARTMENT, HEALTH					
DEPARTMENT, DRUG COURT					
0112-0061-0096 - HEALTH	\$196,743.00	\$196,743.00	\$196,743.00		\$0.00
DEPARTMENT, HEALTH					
DEPARTMENT, Community Outreach					
0112-0061-0111 - HEALTH	\$302,787.00	\$302,787.00	\$302,787.00		\$0.00
DEPARTMENT, HEALTH DEPARTMENT, TB Care & Treatment Program					
Revenue Totals:	\$4,920,800.00	\$4,920,800.00	\$4,971,838.00		\$51,038.00
Expenditure Totals	\$4,920,800.00	\$4,920,800.00	\$4,971,838.00		\$51,038.00
Fund Total: HEALTH DEPARTMENT	\$0.00	\$0.00	\$0.00		\$0.00
Fund: 0120 HIGHWAY					
Revenue					
0120-0055-0056 - HIGHWAY, COUNTY HIGHWAY, ROAD & BRIDGE, CONSTRUCTN	\$3,786,113.00	\$3,786,113.00	\$3,786,113.00		\$0.00
Revenue Totals	\$3,786,113.00	\$3,786,113.00	\$3,786,113.00		\$0.00

Annual Budget by Organization Report

Summary

Expenditures								
0120-0055-0056 - HIGHWAY,COUNTY HIGHWAY,ROAD & BRIDGE CONSTRUCTN	\$3,786,113.00	\$3,786,113.00	\$3,786,113.00	\$3,786,113.00	\$0.00			\$0.00
Revenue Totals:	\$3,786,113.00	\$3,786,113.00	\$3,786,113.00	\$3,786,113.00	\$0.00			\$0.00
Expenditure Totals	\$3,786,113.00	\$3,786,113.00	\$3,786,113.00	\$3,786,113.00	\$0.00			\$0.00
Fund Total: HIGHWAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
Fund: 0121 BRIDGE MATCHING FUND								
Revenue								
0121 - BRIDGE MATCHING FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
0121-0055-0056 - BRIDGE MATCHING FUND,COUNTY HIGHWAY,ROAD & BRIDGE CONSTRUCTN	\$2,182,030.00	\$2,182,030.00	\$2,182,030.00	\$2,182,030.00	\$0.00			\$0.00
Revenue Totals	\$2,182,030.00	\$2,182,030.00	\$2,182,030.00	\$2,182,030.00	\$0.00			\$0.00
Expenditures								
0121-0055-0056 - BRIDGE MATCHING FUND,COUNTY HIGHWAY,ROAD & BRIDGE CONSTRUCTN	\$2,182,030.00	\$2,182,030.00	\$2,182,030.00	\$2,182,030.00	\$0.00			\$0.00
Revenue Totals:	\$2,182,030.00	\$2,182,030.00	\$2,182,030.00	\$2,182,030.00	\$0.00			\$0.00
Expenditure Totals	\$2,182,030.00	\$2,182,030.00	\$2,182,030.00	\$2,182,030.00	\$0.00			\$0.00
Fund Total: BRIDGE MATCHING FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
Fund: 0122 MCLEAN COUNTY MATCHING								
Revenue								
0122-0055-0056 - MCLEAN COUNTY MATCHING,COUNTY HIGHWAY,ROAD & BRIDGE CONSTRUCTN	\$1,479,799.00	\$1,479,799.00	\$1,479,799.00	\$1,479,799.00	\$0.00			\$0.00
Revenue Totals	\$1,479,799.00	\$1,479,799.00	\$1,479,799.00	\$1,479,799.00	\$0.00			\$0.00
Expenditures								
0122-0055-0056 - MCLEAN COUNTY MATCHING,COUNTY HIGHWAY,ROAD & BRIDGE CONSTRUCTN	\$1,479,799.00	\$1,479,799.00	\$1,479,799.00	\$1,479,799.00	\$0.00			\$0.00
Revenue Totals:	\$1,479,799.00	\$1,479,799.00	\$1,479,799.00	\$1,479,799.00	\$0.00			\$0.00
Expenditure Totals	\$1,479,799.00	\$1,479,799.00	\$1,479,799.00	\$1,479,799.00	\$0.00			\$0.00
Fund Total: MCLEAN COUNTY MATCHING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00

Annual Budget by Organization Report

Summary

Fund: 0123 MOTOR FUEL TAX				
Revenue				
0123-0055-0056 - MOTOR FUEL TAX,COUNTY HIGHWAY,ROAD & BRIDGE CONSTRUCTN	\$3,585,928.00	\$3,585,928.00	\$3,585,928.00	\$0.00
Revenue Totals	\$3,585,928.00	\$3,585,928.00	\$3,585,928.00	\$0.00
Expenditures				
0123-0055-0056 - MOTOR FUEL TAX,COUNTY HIGHWAY,ROAD & BRIDGE CONSTRUCTN	\$3,585,928.00	\$3,585,928.00	\$3,585,928.00	\$0.00
Revenue Totals:	\$3,585,928.00	\$3,585,928.00	\$3,585,928.00	\$0.00
Expenditure Totals	\$3,585,928.00	\$3,585,928.00	\$3,585,928.00	\$0.00
Fund Total: MOTOR FUEL TAX	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0129 CHILDREN'S ADVOCACY CNTR				
Revenue				
0129-0062-0021 - CHILDREN'S ADVOCACY CNTR,CHILDREN'S ADVOCACY CNTR.,CHILDREN'S ADVOCACY PROG.	\$335,938.00	\$335,938.00	\$335,938.00	\$0.00
0129-0062-0097 - CHILDREN'S ADVOCACY CNTR,CHILDREN'S ADVOCACY CNTR.,CASA	\$185,968.00	\$185,968.00	\$185,968.00	\$0.00
0129-0062-0101 - CHILDREN'S ADVOCACY CNTR,CHILDREN'S ADVOCACY CNTR.,Multi-County Services	\$142,384.00	\$142,384.00	\$142,384.00	\$0.00
Revenue Totals	\$664,290.00	\$664,290.00	\$664,290.00	\$0.00
Expenditures				
0129-0062-0021 - CHILDREN'S ADVOCACY CNTR,CHILDREN'S ADVOCACY CNTR.,CHILDREN'S ADVOCACY PROG.	\$319,427.00	\$319,427.00	\$319,427.00	\$0.00
0129-0062-0097 - CHILDREN'S ADVOCACY CNTR,CHILDREN'S ADVOCACY CNTR.,CASA	\$192,114.00	\$192,114.00	\$192,114.00	\$0.00
0129-0062-0101 - CHILDREN'S ADVOCACY CNTR,CHILDREN'S ADVOCACY CNTR.,Multi-County Services	\$152,749.00	\$152,749.00	\$152,749.00	\$0.00
Revenue Totals:	\$664,290.00	\$664,290.00	\$664,290.00	\$0.00

Annual Budget by Organization Report

Summary

Expenditure Totals	\$664,290.00	\$664,290.00	\$664,290.00	\$0.00
Fund Total: CHILDREN'S ADVOCACY CNTR	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0130 SOCIAL SECURITY EXPENSE				
Revenue				
0130-0069-0070 - SOCIAL SECURITY EXPENSE,SOCIAL SECURITY/IMRF,SOCIAL SECURITY	\$2,464,187.00	\$2,464,187.00	\$2,461,556.00	(\$2,631.00)
Revenue Totals	\$2,464,187.00	\$2,464,187.00	\$2,461,556.00	(\$2,631.00)
Expenditures				
0130-0069-0070 - SOCIAL SECURITY EXPENSE,SOCIAL SECURITY/IMRF,SOCIAL SECURITY	\$2,464,187.00	\$2,464,187.00	\$2,461,556.00	(\$2,631.00)
Revenue Totals:	\$2,464,187.00	\$2,464,187.00	\$2,461,556.00	(\$2,631.00)
Expenditure Totals	\$2,464,187.00	\$2,464,187.00	\$2,461,556.00	(\$2,631.00)
Fund Total: SOCIAL SECURITY EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0131 I.M.R.F. FUND				
Revenue				
0131-0069-0071 - I.M.R.F. FUND,SOCIAL SECURITY/IMRF,IMRF	\$4,440,463.00	\$4,440,463.00	\$4,436,078.00	(\$4,385.00)
Revenue Totals	\$4,440,463.00	\$4,440,463.00	\$4,436,078.00	(\$4,385.00)
Expenditures				
0131-0069-0071 - I.M.R.F. FUND,SOCIAL SECURITY/IMRF,IMRF	\$4,440,463.00	\$4,440,463.00	\$4,436,078.00	(\$4,385.00)
Revenue Totals:	\$4,440,463.00	\$4,440,463.00	\$4,436,078.00	(\$4,385.00)
Expenditure Totals	\$4,440,463.00	\$4,440,463.00	\$4,436,078.00	(\$4,385.00)
Fund Total: I.M.R.F. FUND	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0133 CO-OPERATIVE EXTENSION				
Revenue				
0133-0088-0088 - CO-OPERATIVE EXTENSION,CO-OPERATIVE EXTENSION,CO-OPERATIVE EXTENSION	\$530,250.00	\$530,250.00	\$535,500.00	\$5,250.00
Revenue Totals	\$530,250.00	\$530,250.00	\$535,500.00	\$5,250.00
Expenditures				

Annual Budget by Organization Report

Summary

0133-0088-0088 - CO-OPERATIVE EXTENSION,CO-OPERATIVE EXTENSION,CO-OPERATIVE EXTENSION	\$530,250.00	\$530,250.00	\$535,500.00	\$5,250.00
Revenue Totals:	\$530,250.00	\$530,250.00	\$535,500.00	\$5,250.00
Expenditure Totals	\$530,250.00	\$530,250.00	\$535,500.00	\$5,250.00
Fund Total: CO-OPERATIVE EXTENSION	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0134 HISTORICAL MUSEUM				
Revenue				
0134-0072-0072 - HISTORICAL MUSEUM,HISTORICAL MUSEUM,HISTORICAL MUSEUM MAINT.	\$65,708.00	\$65,708.00	\$65,708.00	\$0.00
Revenue Totals	\$65,708.00	\$65,708.00	\$65,708.00	\$0.00
Expenditures				
0134-0072-0072 - HISTORICAL MUSEUM,HISTORICAL MUSEUM,HISTORICAL MUSEUM MAINT.	\$65,708.00	\$65,708.00	\$65,708.00	\$0.00
Revenue Totals:	\$65,708.00	\$65,708.00	\$65,708.00	\$0.00
Expenditure Totals	\$65,708.00	\$65,708.00	\$65,708.00	\$0.00
Fund Total: HISTORICAL MUSEUM	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0135 TORT JUDGEMENT				
Revenue				
0135-0077-0022 - TORT JUDGEMENT,TORT JUDGMENT,JUVENILE DETENTION	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00
0135-0077-0073 - TORT JUDGEMENT,TORT JUDGMENT,RISK MANAGEMENT/JAIL	\$3,215,384.00	\$3,215,384.00	\$3,215,384.00	\$0.00
0135-0077-0077 - TORT JUDGEMENT,TORT JUDGMENT,RISK MANAGEMENT/INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00
0135-0077-0078 - TORT JUDGEMENT,TORT JUDGMENT,RISK MANAGEMENT/CIVIL	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$3,218,884.00	\$3,218,884.00	\$3,218,884.00	\$0.00
Expenditures				
0135-0077-0022 - TORT JUDGEMENT,TORT JUDGMENT,JUVENILE DETENTION	\$113,836.00	\$113,836.00	\$113,836.00	\$0.00

Annual Budget by Organization Report

Summary

0135-0077-0073 - TORT JUDGEMENT,TORT JUDGMENT,RISK MANAGEMENT/JAIL	\$1,230,371.00	\$1,230,371.00	\$1,230,371.00	\$0.00
0135-0077-0077 - TORT JUDGEMENT,TORT JUDGMENT,RISK MANAGEMENT/INSURANCE	\$1,643,783.00	\$1,643,783.00	\$1,643,783.00	\$0.00
0135-0077-0078 - TORT JUDGEMENT,TORT JUDGMENT,RISK MANAGEMENT/CIVIL	\$230,894.00	\$230,894.00	\$230,894.00	\$0.00
Revenue Totals:	\$3,218,884.00	\$3,218,884.00	\$3,218,884.00	\$0.00
Expenditure Totals	\$3,218,884.00	\$3,218,884.00	\$3,218,884.00	\$0.00
Fund Total: TORT JUDGEMENT	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0136 VETERANS ASSISTANCE COMM.				
Revenue				
0136-0065-0074 - VETERANS ASSISTANCE COMM.,VETERAN'S ASSISTANCE,VETERAN'S ASSISTANCE	\$197,461.00	\$197,461.00	\$197,461.00	\$0.00
Revenue Totals	\$197,461.00	\$197,461.00	\$197,461.00	\$0.00
Expenditures				
0136-0065-0074 - VETERANS ASSISTANCE COMM.,VETERAN'S ASSISTANCE,VETERAN'S ASSISTANCE	\$197,461.00	\$197,461.00	\$197,461.00	\$0.00
Revenue Totals:	\$197,461.00	\$197,461.00	\$197,461.00	\$0.00
Expenditure Totals	\$197,461.00	\$197,461.00	\$197,461.00	\$0.00
Fund Total: VETERANS ASSISTANCE COMM.	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0137 RECORDER DOCUMENT STORAGE				
Revenue				
0137-0005-0008 - RECORDER DOCUMENT STORAGE,COUNTY CLERK,LEGAL RECORDS DOCUMENT'N	\$103,237.00	\$103,237.00	\$103,237.00	\$0.00
0137-0006-0008 - RECORDER DOCUMENT STORAGE,COUNTY RECORDER,LEGAL RECORDS DOCUMENT'N	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$103,237.00	\$103,237.00	\$103,237.00	\$0.00
Expenditures				
0137-0005-0008 - RECORDER DOCUMENT STORAGE,COUNTY CLERK,LEGAL	\$103,237.00	\$103,237.00	\$103,237.00	\$0.00

Annual Budget by Organization Report

Summary

RECORDS DOCUMENTN									
0137-0006-0008 - RECORDER DOCUMENT STORAGE,COUNTY RECORDER,LEGAL RECORDS DOCUMENTN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals:	\$103,237.00	\$103,237.00	\$103,237.00	\$103,237.00	\$103,237.00	\$103,237.00	\$103,237.00	\$103,237.00	\$0.00
Expenditure Totals	\$103,237.00	\$103,237.00	\$103,237.00	\$103,237.00	\$103,237.00	\$103,237.00	\$103,237.00	\$103,237.00	\$0.00
Fund Total: RECORDER DOCUMENT STORAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0138 CIRCUIT CLK/OPER & ADMIN									
Revenue									
0138-0015-0011 - CIRCUIT CLK/OPER & ADMIN,CIRCUIT CLERK,ADMINISTRATIVE SERVICES	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$0.00
Revenue Totals	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$0.00
Expenditures									
0138-0015-0011 - CIRCUIT CLK/OPER & ADMIN,CIRCUIT CLERK,ADMINISTRATIVE SERVICES	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$0.00
Revenue Totals:	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$0.00
Expenditure Totals	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$38,610.00	\$0.00
Fund Total: CIRCUIT CLK/OPER & ADMIN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0140 CIRCUIT CLERK AUTOMATION									
Revenue									
0140-0015-0014 - CIRCUIT CLERK AUTOMATION,CIRCUIT CLERK,AUTOMATION	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$0.00
Revenue Totals	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$0.00
Expenditures									
0140-0015-0014 - CIRCUIT CLERK AUTOMATION,CIRCUIT CLERK,AUTOMATION	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$0.00
Revenue Totals:	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$0.00
Expenditure Totals	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$440,000.00	\$0.00
Fund Total: CIRCUIT CLERK AUTOMATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Annual Budget by Organization Report

Summary

Fund: 0141 COURT SECURITY				
Revenue				
0141-0029-0035 - COURT SECURITY,SHERIFF,COURT SECURITY	\$470,057.00	\$470,057.00	\$470,057.00	\$0.00
Revenue Totals	\$470,057.00	\$470,057.00	\$470,057.00	\$0.00
Expenditures				
0141-0029-0035 - COURT SECURITY,SHERIFF,COURT SECURITY	\$470,057.00	\$470,057.00	\$470,057.00	\$0.00
Revenue Totals:	\$470,057.00	\$470,057.00	\$470,057.00	\$0.00
Expenditure Totals	\$470,057.00	\$470,057.00	\$470,057.00	\$0.00
Fund Total: COURT SECURITY	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0142 COURT DOCUMENT STORAGE				
Revenue				
0142-0015-0011 - COURT DOCUMENT STORAGE,CIRCUIT CLERK,ADMINISTRATIVE SERVICES	\$336,000.00	\$336,000.00	\$336,000.00	\$0.00
Revenue Totals	\$336,000.00	\$336,000.00	\$336,000.00	\$0.00
Expenditures				
0142-0015-0011 - COURT DOCUMENT STORAGE,CIRCUIT CLERK,ADMINISTRATIVE SERVICES	\$336,000.00	\$336,000.00	\$336,000.00	\$0.00
Revenue Totals:	\$336,000.00	\$336,000.00	\$336,000.00	\$0.00
Expenditure Totals	\$336,000.00	\$336,000.00	\$336,000.00	\$0.00
Fund Total: COURT DOCUMENT STORAGE	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0143 CHILD SUPPORT COLLECTION				
Revenue				
0143-0015-0013 - CHILD SUPPORT COLLECTION,CIRCUIT CLERK,CIVIL CASES	\$106,738.00	\$106,738.00	\$106,738.00	\$0.00
Revenue Totals	\$106,738.00	\$106,738.00	\$106,738.00	\$0.00
Expenditures				
0143-0015-0013 - CHILD SUPPORT COLLECTION,CIRCUIT CLERK,CIVIL CASES	\$106,738.00	\$106,738.00	\$106,738.00	\$0.00
Revenue Totals:	\$106,738.00	\$106,738.00	\$106,738.00	\$0.00

Annual Budget by Organization Report

Summary

Expenditure Totals	\$106,738.00	\$106,738.00	\$106,738.00	\$0.00
Fund Total: CHILD SUPPORT COLLECTION	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0145 JUVENILE PROBATION SERV.				
Revenue				
0145-0022-0058 - JUVENILE PROBATION SERV., COURT SERVICES, JUVENILE SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures				
0145-0022-0058 - JUVENILE PROBATION SERV., COURT SERVICES, JUVENILE SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals:	\$0.00	\$0.00	\$0.00	\$0.00
Expenditure Totals	\$0.00	\$0.00	\$0.00	\$0.00
Fund Total: JUVENILE PROBATION SERV.	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0146 ADULT PROBATION SERVICES				
Revenue				
0146-0022-0025 - ADULT PROBATION SERVICES, COURT SERVICES, PROBATION SUPERVISION	\$290,920.00	\$290,920.00	\$290,920.00	\$0.00
Revenue Totals	\$290,920.00	\$290,920.00	\$290,920.00	\$0.00
Expenditures				
0146-0022-0025 - ADULT PROBATION SERVICES, COURT SERVICES, PROBATION SUPERVISION	\$290,920.00	\$290,920.00	\$290,920.00	\$0.00
Revenue Totals:	\$290,920.00	\$290,920.00	\$290,920.00	\$0.00
Expenditure Totals	\$290,920.00	\$290,920.00	\$290,920.00	\$0.00
Fund Total: ADULT PROBATION SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0147 EVERGREEN LAKE LEASE				
Revenue				
0147-0040-0044 - EVERGREEN LAKE LEASE, PARKS & RECREATION, CONSERVATION	\$9,100.00	\$9,100.00	\$9,100.00	\$0.00

Annual Budget by Organization Report

Summary

Revenue Totals	\$9,100.00	\$9,100.00	\$9,100.00	\$0.00
Expenditures				
0147-0040-0044 - EVERGREEN LAKE LEASE,PARKS & RECREATION,CONSERVATION	\$9,100.00	\$9,100.00	\$9,100.00	\$0.00
Revenue Totals:	\$9,100.00	\$9,100.00	\$9,100.00	\$0.00
Expenditure Totals	\$9,100.00	\$9,100.00	\$9,100.00	\$0.00
Fund Total: EVERGREEN LAKE LEASE	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0156 IDPA IV-D PROJECT				
Revenue				
0156-0015-0013 - IDPA IV-D PROJECT,CIRCUIT CLERK,CIVIL CASES	\$21,633.00	\$21,633.00	\$21,633.00	\$0.00
0156-0016-0018 - IDPA IV-D PROJECT,CIRCUIT COURT,CHILD SUPPORT	\$0.00	\$0.00	\$0.00	\$0.00
0156-0020-0079 - IDPA IV-D PROJECT,STATE'S ATTORNEY,CHILD SUPPORT	\$282,012.00	\$282,012.00	\$282,012.00	\$0.00
Revenue Totals	\$303,645.00	\$303,645.00	\$303,645.00	\$0.00
Expenditures				
0156-0015-0013 - IDPA IV-D PROJECT,CIRCUIT CLERK,CIVIL CASES	\$21,633.00	\$21,633.00	\$21,633.00	\$0.00
0156-0016-0018 - IDPA IV-D PROJECT,CIRCUIT COURT,CHILD SUPPORT	\$0.00	\$0.00	\$0.00	\$0.00
0156-0020-0079 - IDPA IV-D PROJECT,STATE'S ATTORNEY,CHILD SUPPORT	\$282,012.00	\$282,012.00	\$282,012.00	\$0.00
Revenue Totals:	\$303,645.00	\$303,645.00	\$303,645.00	\$0.00
Expenditure Totals	\$303,645.00	\$303,645.00	\$303,645.00	\$0.00
Fund Total: IDPA IV-D PROJECT	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0159 WASTE MANAGEMENT FUND				
Revenue				
0159-0001-0059 - WASTE MANAGEMENT FUND,COUNTY BOARD,SOLID WASTE	\$157,200.00	\$157,200.00	\$157,200.00	\$0.00

Annual Budget by Organization Report

Summary

MANAGEMENT								
Revenue Totals	\$157,200.00	\$157,200.00	\$157,200.00	\$157,200.00	\$0.00			
Expenditures								
0159-0001-0059 - WASTE MANAGEMENT FUND,COUNTY BOARD,SOLID WASTE MANAGEMENT	\$157,200.00	\$157,200.00	\$157,200.00	\$157,200.00	\$0.00			
Revenue Totals:	\$157,200.00	\$157,200.00	\$157,200.00	\$157,200.00	\$0.00			
Expenditure Totals	\$157,200.00	\$157,200.00	\$157,200.00	\$157,200.00	\$0.00			
Fund Total: WASTE MANAGEMENT FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Fund: 0160 MULTIDISCIPLINARY DV GRNT								
Revenue								
0160-0020-0020 - MULTIDISCIPLINARY DV GRNT,STATE'S ATTORNEY,ADMINISTRATIVE SUPPORT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
0160-0022-0024 - MULTIDISCIPLINARY DV GRNT,COURT SERVICES,COURT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
0160-0029-0029 - MULTIDISCIPLINARY DV GRNT,SHERIFF,ADMINISTRATIVE SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Revenue Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Expenditures								
0160-0020-0020 - MULTIDISCIPLINARY DV GRNT,STATE'S ATTORNEY,ADMINISTRATIVE SUPPORT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
0160-0022-0024 - MULTIDISCIPLINARY DV GRNT,COURT SERVICES,COURT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
0160-0029-0029 - MULTIDISCIPLINARY DV GRNT,SHERIFF,ADMINISTRATIVE SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Revenue Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Expenditure Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Fund Total: MULTIDISCIPLINARY DV GRNT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Fund: 0161 PBC LEASE								

Annual Budget by Organization Report

Summary

Revenue					
0161-0045-0050 - PBC LEASE,LAW & JUSTICE BUILDING,LAW & JUSTICE BUILDING	\$2,973,000.00	\$2,973,000.00	\$2,817,050.00	(\$155,950.00)	
0161-0115-0115 - PBC LEASE,GOVERNMENT BUILDING,GOVERNMENT CENTER	\$429,176.00	\$429,176.00	\$429,176.00	\$0.00	
Revenue Totals	\$3,402,176.00	\$3,402,176.00	\$3,246,226.00	(\$155,950.00)	
Expenditures					
0161-0045-0050 - PBC LEASE,LAW & JUSTICE BUILDING,LAW & JUSTICE BUILDING	\$2,973,000.00	\$2,973,000.00	\$2,817,050.00	(\$155,950.00)	
0161-0115-0115 - PBC LEASE,GOVERNMENT BUILDING,GOVERNMENT CENTER	\$429,176.00	\$429,176.00	\$429,176.00	\$0.00	
Revenue Totals:	\$3,402,176.00	\$3,402,176.00	\$3,246,226.00	(\$155,950.00)	
Expenditure Totals	\$3,402,176.00	\$3,402,176.00	\$3,246,226.00	(\$155,950.00)	
Fund Total: PBC LEASE	\$0.00	\$0.00	\$0.00	\$0.00	
Fund: 0162 PBC RENT/O & M					
Revenue					
0162-0041-0049 - PBC RENT/O & M,FACILITIES MANAGEMENT,COURTHOUSE	\$137,616.00	\$137,616.00	\$137,616.00	\$0.00	
0162-0045-0050 - PBC RENT/O & M,LAW & JUSTICE BUILDING,LAW & JUSTICE BUILDING	\$3,375,013.00	\$3,375,013.00	\$3,375,013.00	\$0.00	
0162-0115-0115 - PBC RENT/O & M,GOVERNMENT BUILDING,GOVERNMENT CENTER	\$335,895.00	\$335,895.00	\$335,895.00	\$0.00	
Revenue Totals	\$3,848,524.00	\$3,848,524.00	\$3,848,524.00	\$0.00	
Expenditures					
0162-0041-0049 - PBC RENT/O & M,FACILITIES MANAGEMENT,COURTHOUSE	\$137,616.00	\$137,616.00	\$137,616.00	\$0.00	
0162-0045-0050 - PBC RENT/O & M,LAW & JUSTICE BUILDING,LAW & JUSTICE BUILDING	\$3,375,013.00	\$3,375,013.00	\$3,375,013.00	\$0.00	

Annual Budget by Organization Report

Summary

0162-0115-0115 - PBC RENT/O & M, GOVERNMENT BUILDING, GOVERNMENT CENTER	\$335,895.00	\$335,895.00	\$335,895.00	\$0.00
Revenue Totals:	\$3,848,524.00	\$3,848,524.00	\$3,848,524.00	\$0.00
Expenditure Totals	\$3,848,524.00	\$3,848,524.00	\$3,848,524.00	\$0.00
Fund Total: PBC RENT/O & M	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0164 CO CLERK DOC STORAGE				
Revenue				
0164-0005-0007 - CO CLERK DOC STORAGE,COUNTY CLERK,RECORDS	\$23,000.00	\$23,000.00	\$23,000.00	\$0.00
Revenue Totals	\$23,000.00	\$23,000.00	\$23,000.00	\$0.00
Expenditures				
0164-0005-0007 - CO CLERK DOC STORAGE,COUNTY CLERK,RECORDS	\$23,000.00	\$23,000.00	\$23,000.00	\$0.00
Revenue Totals:	\$23,000.00	\$23,000.00	\$23,000.00	\$0.00
Expenditure Totals	\$23,000.00	\$23,000.00	\$23,000.00	\$0.00
Fund Total: CO CLERK DOC STORAGE	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0168 COLLECTOR AUTOMATION FUND				
Revenue				
0168-0004-0004 - COLLECTOR AUTOMATION FUND,COUNTY TREASURER,FINANCIAL MANAGEMENT	\$17,000.00	\$17,000.00	\$17,000.00	\$0.00
Revenue Totals	\$17,000.00	\$17,000.00	\$17,000.00	\$0.00
Expenditures				
0168-0004-0004 - COLLECTOR AUTOMATION FUND,COUNTY TREASURER,FINANCIAL MANAGEMENT	\$17,000.00	\$17,000.00	\$17,000.00	\$0.00
Revenue Totals:	\$17,000.00	\$17,000.00	\$17,000.00	\$0.00
Expenditure Totals	\$17,000.00	\$17,000.00	\$17,000.00	\$0.00
Fund Total: COLLECTOR AUTOMATION FUND	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0170 NEUTRAL SITE CUSTODY EXCH				
Revenue				

Annual Budget by Organization Report

Summary

0170-0016-0106 - NEUTRAL SITE CUSTODY EXCH,CIRCUIT COURT,NEUTRAL SITE CUSTODY EXCH	\$42,500.00	\$42,500.00	\$42,500.00	\$0.00
Revenue Totals	\$42,500.00	\$42,500.00	\$42,500.00	\$0.00
Expenditures				
0170-0016-0106 - NEUTRAL SITE CUSTODY EXCH,CIRCUIT COURT,NEUTRAL SITE CUSTODY EXCH	\$42,500.00	\$42,500.00	\$42,500.00	\$0.00
Revenue Totals:	\$42,500.00	\$42,500.00	\$42,500.00	\$0.00
Expenditure Totals	\$42,500.00	\$42,500.00	\$42,500.00	\$0.00
Fund Total: NEUTRAL SITE CUSTODY EXCH	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0171 CHILDREN'S WAITING ROOM				
Revenue				
0171-0016-0105 - CHILDREN'S WAITING ROOM,CIRCUIT COURT,CHILDREN'S WAITING ROOM	\$26,500.00	\$26,500.00	\$26,500.00	\$0.00
Revenue Totals	\$26,500.00	\$26,500.00	\$26,500.00	\$0.00
Expenditures				
0171-0016-0105 - CHILDREN'S WAITING ROOM,CIRCUIT COURT,CHILDREN'S WAITING ROOM	\$26,500.00	\$26,500.00	\$26,500.00	\$0.00
Revenue Totals:	\$26,500.00	\$26,500.00	\$26,500.00	\$0.00
Expenditure Totals	\$26,500.00	\$26,500.00	\$26,500.00	\$0.00
Fund Total: CHILDREN'S WAITING ROOM	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0360 FAIRVIEW BUILDING				
Revenue				
0360-0041-0051 - FAIRVIEW BUILDING,FACILITIES MANAGEMENT,FAIRVIEW BUILDING MAINT.	\$9,700.00	\$9,700.00	\$9,700.00	\$0.00
Revenue Totals	\$9,700.00	\$9,700.00	\$9,700.00	\$0.00
Expenditures				
0360-0041-0051 - FAIRVIEW BUILDING,FACILITIES	\$9,700.00	\$9,700.00	\$9,700.00	\$0.00

Annual Budget by Organization Report

Summary

MANAGEMENT, FAIRVIEW BUILDING MAINT.									
Revenue Totals:	\$9,700.00	\$9,700.00	\$9,700.00	\$9,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditure Totals	\$9,700.00	\$9,700.00	\$9,700.00	\$9,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Total: FAIRVIEW BUILDING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0401 NURSING HOME									
Revenue									
0401-0090-0083 - NURSING HOME, NURSING HOME, DIETARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0401-0090-0086 - NURSING HOME, NURSING HOME, PLANT OPERATIONS/MAINT.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0401-0090-0087 - NURSING HOME, NURSING HOME, GENERAL ADMINISTRATION	\$9,777,565.00	\$9,777,565.00	\$9,777,565.00	\$9,777,565.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals	\$9,777,565.00	\$9,777,565.00	\$9,777,565.00	\$9,777,565.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures									
0401-0090-0080 - NURSING HOME, NURSING HOME, NURSING SERVICES	\$5,337,175.00	\$5,337,175.00	\$5,337,175.00	\$5,337,175.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0401-0090-0081 - NURSING HOME, NURSING HOME, SOCIAL SERVICES	\$175,292.00	\$175,292.00	\$175,292.00	\$175,292.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0401-0090-0082 - NURSING HOME, NURSING HOME, ACTIVITIES	\$159,893.00	\$159,893.00	\$159,893.00	\$159,893.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0401-0090-0083 - NURSING HOME, NURSING HOME, DIETARY	\$1,184,233.00	\$1,184,233.00	\$1,184,233.00	\$1,184,233.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0401-0090-0084 - NURSING HOME, NURSING HOME, LAUNDRY	\$31,000.00	\$31,000.00	\$31,000.00	\$31,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0401-0090-0085 - NURSING HOME, NURSING HOME, DOMESTIC SERVICES	\$621,012.00	\$621,012.00	\$621,012.00	\$621,012.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0401-0090-0086 - NURSING HOME, NURSING HOME, PLANT OPERATIONS/MAINT.	\$708,409.00	\$708,409.00	\$708,409.00	\$708,409.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0401-0090-0087 - NURSING HOME, NURSING HOME, GENERAL ADMINISTRATION	\$1,560,551.00	\$1,560,551.00	\$1,560,551.00	\$1,560,551.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Annual Budget by Organization Report

Summary

Revenue Totals:	\$9,777,565.00	\$9,777,565.00	\$9,777,565.00	\$0.00
Expenditure Totals	\$9,777,565.00	\$9,777,565.00	\$9,777,565.00	\$0.00
Fund Total: NURSING HOME	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0450 ETSB SURCHARGE FUND/E-911				
Revenue				
0450-0098-0911 - ETSB SURCHARGE FUND/E-911,ENHANCED 911 TELEPHONE,EMERGENCY PHONE SYSTEM	\$1,825,541.00	\$1,825,541.00	\$1,825,541.00	\$0.00
Revenue Totals	\$1,825,541.00	\$1,825,541.00	\$1,825,541.00	\$0.00
Expenditures				
0450-0098-0911 - ETSB SURCHARGE FUND/E-911,ENHANCED 911 TELEPHONE,EMERGENCY PHONE SYSTEM	\$1,825,541.00	\$1,825,541.00	\$1,825,541.00	\$0.00
Revenue Totals:	\$1,825,541.00	\$1,825,541.00	\$1,825,541.00	\$0.00
Expenditure Totals	\$1,825,541.00	\$1,825,541.00	\$1,825,541.00	\$0.00
Fund Total: ETSB SURCHARGE FUND/E-911	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0452 METRO COMMUNICATIONS CTR				
Revenue				
0452-0030-0090 - METRO COMMUNICATIONS CTR,METRO COMMUNICATION CTR.,METRO COMMUNICATION	\$2,854,970.00	\$2,854,970.00	\$2,854,970.00	\$0.00
Revenue Totals	\$2,854,970.00	\$2,854,970.00	\$2,854,970.00	\$0.00
Expenditures				
0452-0030-0090 - METRO COMMUNICATIONS CTR,METRO COMMUNICATION CTR.,METRO COMMUNICATION	\$2,854,970.00	\$2,854,970.00	\$2,854,970.00	\$0.00
Revenue Totals:	\$2,854,970.00	\$2,854,970.00	\$2,854,970.00	\$0.00
Expenditure Totals	\$2,854,970.00	\$2,854,970.00	\$2,854,970.00	\$0.00
Fund Total: METRO COMMUNICATIONS CTR	\$0.00	\$0.00	\$0.00	\$0.00
Fund: 0506 LAW LIBRARY				

Annual Budget by Organization Report

Summary

Revenue						
0506-0016-0015 - LAW LIBRARY, CIRCUIT COURT, LAW LIBRARY	\$85,780.00	\$85,780.00	\$85,780.00	\$85,780.00	\$85,780.00	\$0.00
Revenue Totals	\$85,780.00	\$85,780.00	\$85,780.00	\$85,780.00	\$85,780.00	\$0.00
Expenditures						
0506-0016-0015 - LAW LIBRARY, CIRCUIT COURT, LAW LIBRARY	\$85,780.00	\$85,780.00	\$85,780.00	\$85,780.00	\$85,780.00	\$0.00
Revenue Totals:	\$85,780.00	\$85,780.00	\$85,780.00	\$85,780.00	\$85,780.00	\$0.00
Expenditure Totals	\$85,780.00	\$85,780.00	\$85,780.00	\$85,780.00	\$85,780.00	\$0.00
Fund Total: LAW LIBRARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Grand Totals:	\$92,471,620.00	\$92,471,620.00	\$92,471,620.00	\$92,640,122.00	\$92,640,122.00	\$168,502.00
Expenditure Grand Totals:	\$92,471,620.00	\$92,471,620.00	\$92,471,620.00	\$92,640,122.00	\$92,640,122.00	\$168,502.00
Net Grand Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Members Erickson and Wendt moved the County Board approve a Request for Approval of Consideration of Fiscal Year 2015 Budget as Recommended by the Executive Committee - Administration. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried. (12 yes to 6 no)

EXECUTIVE COMMITTEE:

Member McIntyre, Vice Chairman, presented the following:

**FISCAL YEAR 2016 COMBINED ANNUAL
APPROPRIATION AND BUDGET ORDINANCE**

WHEREAS, pursuant to Chapter 55, Illinois Compiled Statutes (2006), Paragraph 5/6-1002, the County Board of the County of McLean, Illinois, has considered and determined the amount of monies estimated and deemed necessary to meet and defray all legal liabilities and necessary expenditures to be incurred by and against the County of McLean for the 2015 Fiscal Year beginning January 1, 2016 and ending December 31, 2016, and has further listed and specified the several detailed statements of budgeted itemized County expenditures in the attached recommended budgets; now, therefore,

BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD, County of McLean in the meeting assembled that the 2016 Fiscal Year begins January 1, 2016 and ends December 31, 2016.

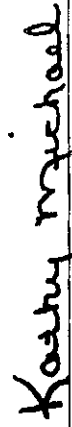
BE IT ORDERED, that the attached recommended budget be and the same is hereby adopted and appropriated as the annual budget of McLean County for the 2016 Fiscal Year beginning January 1, 2016.

BE IT FURTHER ORDERED, that the amounts listed as budget amounts for the fiscal year in the schedules of the annual budget herein adopted be and the same are hereby appropriated for the purposes herein specified or so much thereof as may be authorized by law, which amounts are in summary those listed below:

ADOPTED by the County Board of the County of McLean, Illinois, this 17th day of November, 2015.

ATTEST:

ADOPTED:



Kathy Michael, Clerk of the County Board
McLean County, Illinois



Matt Sorensen, Chairman
McLean County Board

Members McIntyre and Segobiano moved the County Board approve a Request for Approval and Adoption the Fiscal Year 2016 Combined Annual Appropriation and Budget Ordinance and the Five Year Capital Improvement plan and Authorize the chairman and county Clerk to sign. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:

Member McIntyre, Vice Chairman, presented the following:

PROPOSED McLEAN COUNTY 2015 TAX LEVY ORDINANCE

WHEREAS, pursuant to Chapter 35 ILCS 200/18-10, the County Board of McLean County, Illinois, at the November 18, 2015 meeting, has considered a Tax Levy Ordinance in the amount of \$33,280,402 for County purposes; and

WHEREAS, the County Board of McLean County has deemed that it will be necessary to levy taxes in the amount of \$33,280,402 to be raised upon the real property, land, and railroads, in McLean County, Illinois for the raising of monies for the several objects and purposes specified in said Annual Budget and Appropriation Ordinance, and as specified in Attachment A to this Ordinance; now, therefore,

BE IT ORDERED that the words "full assessed valuation" shall be held and taken to mean full assessed valuation as equalized or assessed by the McLean County Board of Review and the Illinois Department of Revenue, on all taxable property in the political subdivision of the County of McLean for the current year.

BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD that there is hereby levied, separate property taxes as follows:

PROPOSED 2015 TAX LEVY BY FUND

<u>Fund</u>	<u>2015 Tax Levy</u>	<u>Statutory Maximum</u>	<u>Statutory Authority</u>
0001 County General Fund	\$ 9,285,869.00	\$ 0.2500	55 ILCS 5/5-1024
0110 Persons/Developmental Disabilities Fund	\$ 705,871.00	\$ 0.1000	55 ILCS 105/1
0120 County Highway Fund	\$ 2,831,537.00	\$ 0.0750	605 ILCS 5/5-601
0121 Bridge Matching Fund	\$ 1,532,805.00	\$ 0.0500	605 ILCS 5/5-602
0122 County Matching Fund	\$ 1,415,769.00	\$ 0.0375	605 ILCS 5/5-603

0112 Health Department Fund	\$ 3,558,092.00	\$ 0.1500(+ TB)	55 ILCS 5/5-25003. Increased by Referendum in accordance with 55 ILCS 5/5-25025 for Mental Health.
0129 Children's Advocacy Fund	\$ 123,291.00	\$ 0.0040	55 ILCS 80/6. Established by Referendum in accordance with Chapter 55 ILCS 80/6, November 8, 1994.
0130 Federal Social Security Fund	\$ 2,261,556.00	none	40 ILCS 5/21-110
0131 Illinois Municipal Retirement Fund	\$ 4,236,078.00	none	40 ILCS 5/7-171
0134 Historical Museum Fund	\$ 65,708.00	\$ 0.0020	55 ILCS 5/6-23001
0135 Tort Judgment Fund	\$ 3,201,384.00	none	745 ILCS 10/9-107
0136 Veterans Assistance	\$ 172,961.00	\$ 0.0300	55 ILCS 5/5-2007

0161/0162 Combined Public Building Commission Lease Payment

0161 Public Building Commission
Lease Bonds

Law and Justice Center Lease Bond	\$ 1,817,050.00	none	July 30, 2015, Restated and Amended Lease between McLean County and the Public Building Commission 50 ILCS 20/18.
--------------------------------------	-----------------	------	---

Government Center Lease Bond	\$ 429,176.00	none	November 20, 2001, Lease between McLean County and the Public Building Commission 50 ILCS 20/18.
---------------------------------	---------------	------	--

0162 Public Building Commission
Operations/Maint

Law and Justice Center Operations/Maint.	\$ 1,764,152.00	none	50 ILCS 20/18
---	-----------------	------	---------------

Government Center Operations/Maint	\$ 335,895.00	none	50 ILCS 20/18
---------------------------------------	---------------	------	---------------

Old County Courthouse Operations/Maint	\$ 137,616.00	none	50 ILCS 20/18
---	---------------	------	---------------

Total Combined Public Building Commission Lease Payment Levy After Abatement	\$4,483,889.00	none	50 ILCS 20/18
--	----------------	------	---------------

0133 Cooperative Extension Fund	\$ 530,250.00	\$ 0.0500	505 ILCS 45/8. Approved by Referendum.
---------------------------------	---------------	-----------	--

COUNTY FUNDS	PROPERTY TAX LEVY		PROPERTY TAX LEVY		PROPERTY TAX LEVY		PROPERTY TAX LEVY		PROPERTY TAX LEVY		PROPERTY TAX LEVY		PROPERTY TAX LEVY		CHANGE FROM PRIOR YEAR		
	PAYABLE IN 2011	PAYABLE IN 2012	PAYABLE IN 2013	PAYABLE IN 2014	PAYABLE IN 2015	PAYABLE IN 2016	TAX RATE	TAX RATE	TAX RATE	TAX RATE	TAX RATE	TAX RATE	TAX RATE	TAX RATE	TAX RATE	INCREASE/(DECREASE)	AMOUNT
General Fund 0001	\$0.24977	\$0.24630	\$0.24644	\$0.23684	\$0.23372	\$0.24596	0.01224	0.01224	0.01224	0.01224	0.01224	0.01224	0.01224	0.01224	0.01224	0.00000	\$656,182
Persons/Dev. Disabilities 0110	\$645,146	\$0.01802	\$654,392	\$0.01894	\$681,395	\$687,144	\$0.01870	\$0.01870	\$0.01870	\$0.01870	\$0.01870	\$0.01870	\$0.01870	\$0.01870	0.00000	0.00000	\$18,727
TB Care & Treatment 0111	\$299,099	\$0.00839	\$304,711	\$0.00726	\$262,772	\$0	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	0.00000	0.00000	\$0
Health Department 0112	\$3,074,717	\$0.08582	\$3,104,936	\$0.08345	\$2,965,774	\$3,471,228	\$0.09401	\$0.09401	\$0.09401	\$0.09401	\$0.09401	\$0.09401	\$0.09401	\$0.09401	0.00023	0.00023	\$68,856
County Highway 0120	\$2,600,036	\$0.07184	\$2,608,404	\$0.07119	\$2,585,767	\$2,626,424	\$0.07063	\$0.07063	\$0.07063	\$0.07063	\$0.07063	\$0.07063	\$0.07063	\$0.07063	0.00386	0.00386	\$204,858
Bridge Matching 0121	\$1,653,000	\$0.04131	\$1,659,812	\$0.04098	\$1,471,088	\$1,497,277	\$0.04055	\$0.04055	\$0.04055	\$0.04055	\$0.04055	\$0.04055	\$0.04055	\$0.04055	0.00005	0.00005	\$35,528
County Matching 0122	\$1,287,400	\$0.03546	\$1,287,400	\$0.03552	\$1,275,301	\$1,271,877	\$0.03541	\$0.03541	\$0.03541	\$0.03541	\$0.03541	\$0.03541	\$0.03541	\$0.03541	0.00209	0.00209	\$109,506
Children's Advocacy 0129	\$0.00382	\$0.00382	\$136,708	\$0.00381	\$136,366	\$123,281	\$0.00377	\$0.00377	\$0.00377	\$0.00377	\$0.00377	\$0.00377	\$0.00377	\$0.00377	0.00007	0.00007	\$0
F I C A 0130	\$0.06479	\$0.06487	\$2,321,731	\$0.06544	\$2,349,369	\$2,359,862	\$0.06520	\$0.06520	\$0.06520	\$0.06520	\$0.06520	\$0.06520	\$0.06520	\$0.06520	-0.00144	-0.00144	-\$3,254
J M R F 0131	\$3,891,367	\$0.11548	\$4,192,594	\$0.12236	\$4,392,572	\$4,908,016	\$0.12128	\$0.12128	\$0.12128	\$0.12128	\$0.12128	\$0.12128	\$0.12128	\$0.12128	-0.00723	-0.00723	-\$173,840
Cooperative Extension 0133	\$338,000	\$0.01482	\$338,000	\$0.01477	\$330,250	\$330,250	\$0.01466	\$0.01466	\$0.01466	\$0.01466	\$0.01466	\$0.01466	\$0.01466	\$0.01466	-0.00018	-0.00018	\$5,250
Historical Museum 0134	\$66,216	\$0.00182	\$66,216	\$0.00182	\$65,200	\$65,200	\$0.00180	\$0.00180	\$0.00180	\$0.00180	\$0.00180	\$0.00180	\$0.00180	\$0.00180	-0.00004	-0.00004	\$0
Tort Judgment 0135	\$2,641,804	\$0.07325	\$2,659,416	\$0.07508	\$2,695,455	\$2,793,549	\$0.07721	\$0.07721	\$0.07721	\$0.07721	\$0.07721	\$0.07721	\$0.07721	\$0.07721	0.00311	0.00311	\$185,418
Veterans Assistance 0198	\$169,533	\$0.00466	\$169,533	\$0.00472	\$169,283	\$168,860	\$0.00467	\$0.00467	\$0.00467	\$0.00467	\$0.00467	\$0.00467	\$0.00467	\$0.00467	0.00001	0.00001	\$4,101
L & J Debt Service 0161	\$1,985,000	\$0.04841	\$1,985,000	\$0.04694	\$1,985,000	\$1,985,000	\$0.04657	\$0.04657	\$0.04657	\$0.04657	\$0.04657	\$0.04657	\$0.04657	\$0.04657	0.01102	0.01102	\$447,050
Gov't Center Debt Service 0161	\$429,176	\$0.01182	\$429,176	\$0.01189	\$429,176	\$429,176	\$0.01186	\$0.01186	\$0.01186	\$0.01186	\$0.01186	\$0.01186	\$0.01186	\$0.01186	-0.00028	-0.00028	\$0
Old Courthouse Add'l Rental 0162	\$148,074	\$0.00415	\$150,538	\$0.00447	\$168,538	\$168,538	\$0.00466	\$0.00466	\$0.00466	\$0.00466	\$0.00466	\$0.00466	\$0.00466	\$0.00466	-0.00050	-0.00050	\$-19,169
L & J Add'l Rental 0162	\$1,886,070	\$0.05206	\$1,890,113	\$0.05115	\$1,836,390	\$2,130,640	\$0.05060	\$0.05060	\$0.05060	\$0.05060	\$0.05060	\$0.05060	\$0.05060	\$0.05060	-0.01098	-0.01098	-\$366,468
Gov't Center Add'l Rental 0162	\$383,636	\$0.01087	\$383,636	\$0.01043	\$374,432	\$374,432	\$0.01034	\$0.01034	\$0.01034	\$0.01034	\$0.01034	\$0.01034	\$0.01034	\$0.01034	-0.00147	-0.00147	-\$46,762
TOTAL:	\$0.91672	\$32,848,755	\$0.91437	\$33,197,258	\$0.91164	\$32,728,084	\$0.90375	\$32,698,435	\$0.90099	\$33,267,327	\$0.91144	\$34,410,310	0.01045	\$1,142,983			
Equalized Assessed Valuation:	\$3,642,352,060	\$3,654,256,113	\$3,654,244,068	\$3,978,794,132	\$4,050,000,000	\$4,141,125,000	budgeted	\$4,141,125,000	final	\$3,652,308,928	\$3,775,362,811						
Adjusted EAV for Computing Tax Rates:	\$3,583,292,853	\$3,630,626,068	\$3,590,021,929	\$3,618,081,186	\$3,692,308,928												

Members McIntyre and Segobiano moved the County Board approve a Request for Approval and Adoption the 2016 Tax Levy Ordinance for McLean County and Authorize the Chairman and the County Clerk to sign. 191-197
Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:

Member McIntyre, Vice Chairman, presented the following:

CERTIFICATE OF ABATEMENT
2015 Real Estate Tax Levy
for Payment of Rent under PBC Revised Lease

WHEREAS, at a special meeting held on July 23, 2015 the McLean County Board passed an ordinance approving a twenty (20) year Amended and Restated Lease with the Public Building Commission of McLean County covering the Law and Justice Center, the Government Center and Garage, 200 West Front Street, the Old County Courthouse, the Juvenile Detention Center, Animal Control Center and the Highway Department (*the leased premises*) in which the County agreed to levy taxes in sufficient amounts to pay the annual rents payable thereunder; and,

WHEREAS, on July 30, 2015, the McLean County Board passed an ordinance approving an amendment to the Amended and Restated Lease (*the PBC Revised Lease*) with the Public Building Commission of McLean County that established an annual rental payment of a maximum of \$14,000,000.00 per year and provided for the levy of taxes in that maximum amount to pay the rent payable by the County under such Revised Lease; and,

WHEREAS, the aforementioned ordinance passed by the McLean County Board on July 30, 2015 authorized the Chairman of the County Board (*the designated representative*) to execute a Certificate of Abatement to abate the taxes levied for payment of rent under the PBC Revised Lease to the extent that the taxes exceed the amount necessary to pay the annual rental payable by the County under the PBC Revised Lease; and,

WHEREAS, the annual rental payment due each year under the PBC Revised Lease consists of debt service on bonds issued by the Public Building Commission to finance construction of improvements to the leased premises and the actual annual cost of operation and maintenance of the each of the leased premises; and,

WHEREAS, the Fiscal Year 2016 Budget approved by the McLean County Board includes an appropriation for the actual cost of operation and maintenance of the leased premises and draws upon other sources of revenue to pay a part of the debt service included in the rent for the PBC Revised Lease which will require the County to levy \$4,483,889.00 for the 2015 Levy Year for rent payable under the PBC Revised Lease ; and,

WHEREAS, based on the Fiscal Year 2016 Budget approved by the McLean County Board, the taxes heretofore levied for levy year 2015 will exceed the amount necessary to pay the annual rental payable by the County under the PBC Revised Lease by \$9,516,111.00.

NOW THEREFORE, pursuant to the direction and authority given to me by the ordinance passed by the McLean County Board on July 30, 2015 I, Matt Sorensen, the Chairman of the County Board execute this Certificate of Abatement for the 2015 Tax Levy Year for the PBC Revised Lease and direct the County Clerk to abate the tax levy for the Revised PBC Lease for the 2015 Tax Levy Year in the amount of \$9,516,111.00.

[Signature Page to Follow]

CERTIFICATE OF ABATEMENT SIGNATURE PAGE

ATTEST:

Kathy Michael
Kathy Michael, Clerk of the County Board
McLean County

Matt Sorenson
Matt Sorensen, Chairman
McLean County Board

State of Illinois)
)
County of McLean)

I, the undersigned, a notary public in and for said County in the State aforesaid, Do hereby Certify that the CHAIRMAN OF THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the said instrument as such Chairman of the County Board of McLean County, Illinois, and caused the corporate seal of said County to be affixed thereto, pursuant to authority given by the County Board of McLean County, Illinois, for the purposes therein set forth.

Given under my hand and notarial seal this 17th day of November, 2015.



Diana J Hospelhorn
Notary Public

Members McIntyre and Segobiano moved the County Board approve a Request for Approval and Adoption the 2016 Tax Levy Ordinance for McLean County and Authorize the Chairman and the County Clerk to sign. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:
Member McIntyre, Vice Chairman, presented the following:

AMENDMENT TO THE FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions Resolution on November 27, 1984 which became effective on January 1, 1985, and which has been subsequently amended; and,

WHEREAS, the full-time equivalent positions and their estimated personnel expenditures are detailed in this Resolution; and,

WHEREAS, the Executive Committee has recommended to the County Board that said resolution be further amended in order to reflect all full-time equivalent (FTE) positions funded in the Fiscal Year 2016 McLean County Combined Annual Appropriation and Budget Ordinance; now, therefore,

BE IT RESOLVED that the following Funded Full-Time Equivalent Positions Resolution be and hereby is adopted:

FULL-TIME EQUIVALENT POSITIONS AUTHORIZED. The full-time equivalent positions as listed in the approved and adopted budget for each County department and office are approved in the Fiscal Year 2016 McLean County Combined Annual Appropriation and Budget Ordinance and are authorized to be filled.

ADDITIONS OF POSITIONS. In the event that there is a need for any position or positions in addition to those authorized herein, it shall be the responsibility of the Department Head to submit a request for funding to the proper committee; except that the Health Department shall submit such funding requests to the Board of Health. The authorization of any additional position(s) shall be accomplished only by amendment to this Resolution by the County Board.

REPEAL. The Funded Full-Time Equivalent Positions Resolution as adopted by the County Board on December 12, 1985 (Chapter 11, Sections 11.51 through 11.56 inclusive), and as subsequently amended is hereby repealed as of January 1, 2016.

EFFECTIVE DATE. This Resolution shall take effect and be in full force on and after January 1, 2016.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of November, 2015.

ATTEST:

APPROVED:

Kathy Michael

Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

Matt Sorensen

Matt Sorensen, Chairman
McLean County Board

Members McIntyre and Segobiano moved the County Board approve a Request for Approval and Adoption the Fiscal year 2016 Full-Time Equivalent Positions Resolutions and Authorize the Chairman and the County Clerk to sign. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

**PROPERTY COMMITTEE:
Member Segobiano, presented the following:**

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2015
Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 18, 2014, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2015 Fiscal Year beginning January 1, 2015 and ending December 31, 2015; and.

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Facilities Management Department, and,

WHEREAS, the Property Committee at its regular meeting on November 5, 2015, approved and recommended to the County Board an Emergency Appropriation Ordinance; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- 1. That the County Auditor is directed to add (subtract) to the appropriation budget of the McLean County PBC Lease Fund 0161, Facilities Management Department, the following appropriation:

	ADOPTED BUDGET	ADD (SUBTRACT)	AMENDED BUDGET
Interest Expense 0161-0045-0050 0769.0001	\$406,154	\$5.00	\$406,159
PBC Admin Surcharge 0161-0115-0115 0768.0002	\$23,416	(\$4,635)	\$18,781
Interest Expense 0161-0115-0115 0769.0001	\$123,260	(\$45,365)	\$77,895
Lease/Purchase Building 0161-0115-0115 0808.0002	\$282,500	\$50,000	\$332,500

- 2. That the County Auditor is directed to add (subtract) to the appropriation budget of the McLean County PBC Rent/O&M Fund 0162, Facilities Management Department, the following appropriation:

	ADOPTED BUDGET	ADD (SUBTRACT)	AMENDED BUDGET
PBC Reimbursement 0162-0041-0049 0768.0001	\$156,776	\$11,200	\$167,976
PBC Reimbursement 0162-0045-0050 0768.0001	\$2,130,640	\$19,798	\$2,150,438

- 3. That the County Auditor is directed to add (subtract) to the appropriation budget of the McLean County Fairview Building Fund 0360, Facilities Management Department, the following appropriation:

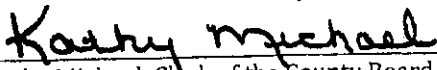
	ADOPTED BUDGET	ADD (SUBTRACT)	AMENDED BUDGET
Equipment Maint. Contract 0360.0041.0051 0750.0001	\$0	\$10,000	\$10,000

4. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and Facilities Management Director.


ADOPTED by the McLean County Board the 17th day of November 2015.

ATTEST:

APPROVED:



Kathy Michael, Clerk of the County Board
McLean County, Illinois



Matt Sorensen, Chairman
McLean County Board

Members Segobiano and Owens moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2015 for the Facilities Management Department for the PBC Lease Fund (0161), PBC Rent/O&M Fund (0162), and Fairview Building Fund (0360) - Facilities Management. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

PROPERTY COMMITTEE:
Member Segobiano, presented the following:

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

SHOW BUS Public Transportation

as SHOWBUS,

for

Garage and Office Facility Located at
510 Hoselton Drive, Chenoa, Illinois

Table of Contents

	<u>Page</u>
1. <u>Term</u>	4
2. <u>Rent</u>	4
3. <u>SHOWBUS's Use and Operation</u>	4
4. <u>Utilities</u>	4
5. <u>Yards and Parking Areas</u>	4
6. <u>Maintenance and Repair</u>	5
7. <u>Alterations</u>	5
8. <u>Insurance and Indemnity</u>	5
9. <u>Conduct</u>	6
10. <u>Signs</u>	6
11. <u>Access to the Premises</u>	7
12. <u>Hazardous Material</u>	7
13. <u>Condemnation</u>	8
14. <u>Destruction</u>	8
15. <u>Insolvency</u>	9
16. <u>Assignment and Subletting</u>	9
17. <u>Default</u>	9
18. <u>Termination; Surrender of Possession</u>	10

19.	<u>Waiver</u>	10
20.	<u>Notices</u>	10
21.	<u>Agency</u>	11
22.	<u>Partial Invalidity</u>	11
23.	<u>Holding Over</u>	11
24.	<u>Successors</u>	11
25.	<u>Right to Terminate</u>	12
26.	<u>Non-Affiliation Clause</u>	12
	Approval Signatures	12

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY") as Landlord, and SHOW BUS Public Transportation, a 501 (3)(c) charitable public transportation entity (hereinafter referred to as "SHOW BUS"), desire to enter into a lease agreement for a public transportation garage and office space facility of approximately 12,114 s.f., consisting of land and improvements of approximately 2.78 acres or 121,097 s.f. with a legal description of Crossroads of Chenoa Sub, Lots 5 & 6, and commonly referred to as 510 Hoselton Drive, Chenoa, Illinois (hereinafter referred to as BUILDING); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall be for five (5) years to commence on **December 1, 2015**, and terminates on **November 31, 2020**.

2. **Rent.**

There shall be no cash rent paid. SHOWBUS shall be responsible for payment of all utilities, including but not limited to water, electric, gas, and telephone services and any property taxes that may be assessed against the property.

3. **SHOWBUS's Use and Operation.** SHOW BUS shall use the aforementioned leased premises only for the purposes of its general business office, passenger waiting area, and bus garage/maintenance facility and shall not use the premises for any unlawful, improper or immoral use, nor for any purposes or in any manner which is in violation of any present or future governmental law or regulation. SHOW BUS shall, during the entire term of the lease agreement, continuously use the leased premises for the purposes stated herein.

4. **Utilities.** SHOW BUS shall be responsible for and pay on a timely basis all electrical, gas, water, and other utility invoices from the utility providers who service BUILDING, including the entire leased premises. SHOW BUS shall be responsible for the upkeep and payment of any phone, data, fire alarm and protection, and security services for BUILDING.

5. **Yards and Parking Areas:** SHOW BUS shall be responsible for all snow removal and mowing of grass areas during the entire term of the lease agreement. This includes maintenance and upkeep of parking lot paved surfaces and exterior lights. No vehicle fluids of any kind are permitted to be improperly disposed of outside of BUILDING which is in violation of state of Illinois and Federal EPA codes for proper disposal of vehicle fluids. SHOWBUS shall not park any unlicensed vehicles or store motor vehicle parts outside of BUILDING.

6. **Maintenance and Repair.** SHOW BUS shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only), and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, and perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of SHOW BUS or its employees or clients. SHOW BUS shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clean, orderly, and in good condition and repair, at its own expense. SHOW BUS shall keep all parking lots and glass window fixtures clean. SHOW BUS shall be responsible for their own custodial labor needs, cleaning supplies and equipment, and the cost of replacement ceiling mounted light fixture lamps and repairs to the interior and exterior whether structural or non-structural.
7. **Alterations.** No alterations or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, with the exception of SHOW BUS displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease agreement shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to SHOW BUS certain fixtures, trade fixtures, alterations, and additions to the leased premises which shall be removed by SHOW BUS at the expiration of this lease or any subsequent lease agreement extensions thereof. The parties hereto may also agree in writing, prior to the installation or construction or any alterations, improvements, or fixtures to the leased premises by SHOW BUS that SHOW BUS may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. SHOW BUS shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Insurance and Indemnity.**
- a. **Covenants to Hold Harmless.** SHOW BUS agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** SHOW BUS shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting SHOW BUS against loss due to the structure of the premises. SHOW BUS shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting SHOW BUS against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Obligation to Carry Public Liability Insurance.** SHOW BUS shall, during the entire term thereof and any subsequent lease agreement extensions, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by SHOW BUS in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an Additional Insured in all policies of liability insurance maintained pursuant to this provision. SHOW BUS shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease or any subsequent lease agreement extensions thereof. SHOW BUS shall furnish COUNTY additional certificates of insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate(s).
- d. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
9. **Conduct.** SHOW BUS shall not cause or permit any conduct to take place within the leased premises which in any way may disturb or annoy adjacent buildings and businesses.
10. **Signs.** SHOWBUS may use the existing sign structure located on the roof of BUILDING to advertise its location and services and may affix a single identification/address sign on the exterior of BUILDING to indicate its location to the general public. SHOWBUS may not place any other signs, banners, or advertising on the premises without the express written consent of COUNTY. COUNTY makes no warranty as to the condition or serviceability of the existing

roof mounted sign and shall not be responsible for maintenance of the sign or the ongoing costs of operation or for the cost of any other signs on the property.

11. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions, or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease or any subsequent lease agreement extensions thereof, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

12. **Hazardous Material.** SHOW BUS shall only use substances on the property that are associated with the permitted use as stated in paragraph 3 of this lease. SHOWBUS shall strive to minimize hazardous substance use on the property and identify by proper labeling all hazardous substances and maintain MSDS manuals on such substances and use non-hazardous alternatives as much as possible during its operations. SHOWBUS shall not sell, use, or store in or around the premises any hazardous substances, except if stored, be properly packaged and labeled, disposed of and/or used in accordance with applicable environmental laws. In addition, SHOWBUS agrees that it:
 - Shall not cause or suffer to occur the release, discharge, escape, or emission of any hazardous materials at, upon, under, or within the premises or any contiguous or adjacent premises;
 - Shall not engage in activities at the premises that could result in, give rise to, or lead to the imposition of liability upon SHOWBUS or COUNTY or the creation of a lien upon the building or land upon which the premises is located;
 - Shall notify COUNTY promptly following receipt of any knowledge with respect to any actual release, discharge, escape, or emission (whether past or present) of any hazardous materials at, upon, under, or within the premises; and
 - Shall promptly forward to COUNTY copies of all orders, notices, permits, applications, and other communications and reports in connection with any release, discharge, escape, or emission of any hazardous materials at, upon, under, or within the premises or any contiguous or adjacent premises.
 - Shall maintain Material Safety Data Sheets for hazardous substances on the property for each and every hazardous substance used on the property by SHOWBUS or its agents, employees, contractors, licensees, invitees or assigns to the extent required by environmental laws. All MSDS safety materials shall be kept current at all times, maintained with training as to their use and understanding, and be located in a place known to employees accessible to the premises.

a. **Disclosure, Remediation, Liability, and Indemnification.** SHOW BUS expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by SHOW BUS, its agents, employees, invitees, clients, or licensees, or by the negligence of SHOW BUS, its agents, employees, invitees, clients, or licensees,

- (i) SHOW BUS shall immediately notify COUNTY of the event;
- (ii) SHOW BUS shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) SHOW BUS shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) SHOW BUS shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) SHOW BUS shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

b. **Survival.** SHOW BUS expressly covenants and agrees that the duties, obligations, and liabilities of SHOW BUS under the preceding section 12(a) shall survive the termination of this lease, and are binding upon SHOW BUS and its successors and assigns.

13. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit SHOW BUS to carry on its business in a manner comparable to which it has become accustomed, then this lease agreement shall continue. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of SHOW BUS, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either SHOW BUS or SHOW BUS to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor SHOW BUS shall have any right in or to any award made to the other by the condemning authority.

14. **Destruction.** Except as otherwise provided in this lease agreement, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of SHOWBUS. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the

leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or SHOW BUS shall have the right to terminate this lease agreement, or any extensions thereof.

15. **Insolvency.** Neither this lease agreement nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if SHOW BUS shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of SHOW BUS shall be appointed by reason of SHOW BUS's insolvency or inability to pay its debts, or if any assignment shall be made of SHOW BUS's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any lease agreement extensions thereof, and all rights of SHOW BUS hereunder, by giving SHOW BUS notice in writing of the election of COUNTY to so terminate.
16. **Assignment and Subletting.** SHOW BUS shall not assign or in any manner transfer this lease or any estate or interest herein without the express written previous consent of COUNTY.
17. **Default.** If SHOW BUS shall fail to perform any of the covenants or conditions of this lease and if default shall for a period of thirty (30) days following written notice of such failure, or if SHOW BUS shall abandon or vacate the premises during the term of this lease, or if SHOW BUS shall cease to entirely own all business operations being carried out on the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to SHOW BUS, have any one or more of the following described remedies in addition to all other rights and remedies provided by law or in equity.
 - a. Terminate this lease agreement, or any extensions thereof, and repossess the leased premises.
 - b. Without waiving its right to terminate this lease agreement, or any extensions thereof, terminate SHOW BUS's right to possession and repossess the leased premises without demand or notice of any kind to SHOW BUS, in which case COUNTY may relet all or any part of the leased premises. SHOW BUS shall be responsible for all costs of reletting. SHOW BUS shall pay COUNTY on demand any deficiency from such deficiency from such reletting or COUNTY's inability to do so.
 - c. Have specific performance of SHOW BUS obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.

18. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease or any lease agreement extension thereof, SHOW BUS shall:
- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease agreement, ordinary wear and tear excepted), remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at SHOW BUS's cost and expense, remove from the property all signs, symbols, and trademarks pertaining to SHOW BUS's business and repair any damage caused by such removal.
 - (iv) SHOW BUS agrees to attend a walk-through "punchlist" inspection tour to be conducted by COUNTY at the termination of the lease and after all property owned by SHOW BUS has been removed by SHOW BUS, for purposes of cataloging and assessing costs of any damage to BUILDING and leased premises caused by SHOW BUS.
- b. If SHOW BUS shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so at its option and recover its costs for so doing. COUNTY may, without notice, dispose of any property of SHOW BUS which remains in the leased premises in any manner that COUNTY shall choose without incurring liability to SHOW BUS or to any other person. The failure of SHOW BUS to remove any property from the leased premises shall forever bar SHOW BUS from bringing any action or asserting any liability against COUNTY with respect to such property.

19. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of SHOW BUS requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by SHOW BUS.

20. **Notices.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
Government Center
115 E. Washington Street, Room 401
Bloomington, Illinois 61702-2400

With copies to:

Director Facilities Management
McLean County
104 W. Front Street, Room 101
Bloomington, Illinois 61702-2400

If to SHOW BUS:

Executive Director
SHOW BUS Public Transportation
510 Hoselton Drive
Chenoa, Illinois 61726

21. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and SHOW BUS. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
22. **Partial Invalidity.** If any term or condition of this lease agreement, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease agreement, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease agreement shall be valid and be enforced to the fullest extent permitted by law.
23. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month and shall otherwise be on the same terms and condition herein specified, so far as applicable.
24. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one SHOW BUS, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of SHOW BUS unless the assignment to such assignee has

been approved by COUNTY in writing as provided herein.

- 25. **Right to Terminate.** Notwithstanding any other provision of this lease agreement to the contrary, either party shall have the right to terminate this lease agreement during the initial term or any subsequent term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 20 of this agreement pertaining to all notices.
- 26. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of November, 2015.

APPROVED:

SHOW BUS

McLean County

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

SHOWBUS LEASE.Doc

Members Segobiano and Owens moved the County Board approve a Request for Approval of a Lease Agreement between The County of McLean and SHOW BUS Public Transportation - Facilities Management. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:

Clack

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information	
<u>Requesting Agency or Department:</u> <i>State's Attorney's Office</i>	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Granting Agency:</u> <i>Illinois Criminal Justice Information Authority</i>	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <i>16.575</i> <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Grant Title:</u> <i>Law Enforcement and Prosecutor-based Victim Assistant Services</i>	<u>Grant Date:</u> Start: <i>07/01/2015</i> End: <i>06/30/2016</i>
<u>Grant Amount:</u> <i>\$43,902.00</i>	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date:
<u>Match Amount (if applicable):</u> Required Match: <i>\$10,975.00</i> Overmatch: <i>\$1,063.00</i>	<u>Source of Matching Funds (if applicable):</u> <i>General Fund</i>
<u>Grant Total Amount:</u> <i>\$55,940.00</i>	<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<u>Grant Costs Information</u>	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<u>Will personnel be supported with this grant:</u> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No	<u>Description of equipment to be purchased:</u> <i>N/A</i>																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Grant Expense Chart</th> </tr> <tr> <th style="text-align: left;">Personnel Expenses</th> <th style="text-align: left;">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td><i>1.15 FTE</i></td> </tr> <tr> <td>Personnel Cost</td> <td><i>\$40,664.00</i></td> </tr> <tr> <td>Fringe Benefit Cost</td> <td><i>\$15,276.00</i></td> </tr> <tr> <td>Total Personnel Cost</td> <td><i>\$55,940.00</i></td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td><i>\$N/A</i></td> </tr> <tr> <td>Equipment</td> <td><i>\$N/A</i></td> </tr> <tr> <td>Other</td> <td><i>\$N/A</i></td> </tr> <tr> <td>Total Additional Expenses</td> <td><i>\$N/A</i></td> </tr> <tr> <td>GRANT TOTAL</td> <td><i>\$55,940.00</i></td> </tr> </tbody> </table> <p><i>Grant Total must match "Grant Total Amount" from General Grant Information</i></p>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	<i>1.15 FTE</i>	Personnel Cost	<i>\$40,664.00</i>	Fringe Benefit Cost	<i>\$15,276.00</i>	Total Personnel Cost	<i>\$55,940.00</i>	Additional Expenses		Subcontractors	<i>\$N/A</i>	Equipment	<i>\$N/A</i>	Other	<i>\$N/A</i>	Total Additional Expenses	<i>\$N/A</i>	GRANT TOTAL	<i>\$55,940.00</i>	<u>Description of subcontracting costs:</u> <i>N/A</i>
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:	<i>1.15 FTE</i>																								
Personnel Cost	<i>\$40,664.00</i>																								
Fringe Benefit Cost	<i>\$15,276.00</i>																								
Total Personnel Cost	<i>\$55,940.00</i>																								
Additional Expenses																									
Subcontractors	<i>\$N/A</i>																								
Equipment	<i>\$N/A</i>																								
Other	<i>\$N/A</i>																								
Total Additional Expenses	<i>\$N/A</i>																								
GRANT TOTAL	<i>\$55,940.00</i>																								
	<u>Other requirements or obligations:</u> <i>N/A</i>																								

Responsible Personnel for Grant Reporting and Oversight:

Jaorn Chambers
Department Head Signature *(C)*

10-13-15
Date

Grant Administrator/Coordinator Signature (if different)

11-17-15
Date

OVERSIGHT COMMITTEE APPROVAL	
Chairman	Date

COVER PAGE

PROGRAM TITLE:	Law Enforcement & Prosecutor Based Victim Assistant Services
AGREEMENT NUMBER:	215036
PREVIOUS AGREEMENT NUMBER(S):	214036, 213036, 212036, 211036, 210036, 209036, 208036, 206036, 204036, 202036
ESTIMATED START DATE:	July 1, 2015
SOURCES OF PROGRAM FUNDING:	
<i>Funds:</i> VOCA FFY 15	\$ 43,902
<i>Matching Funds:</i>	\$ 10,975
<i>Over-Matching Funds:</i>	\$ 1,063
Total:	\$ 55,940
IMPLEMENTING AGENCY'S NAME:	McLean County of
ADDRESS (This address must be the physical address that is registered with SAM and include nine digit zip code):	Government Center 115 E. Washington St. Room 101 Bloomington, IL 61701-4089
IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:	Matt Sorensen
TITLE:	McLean County Board Chairman
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	37-6001569
IMPLEMENTING AGENCY'S DUNS NUMBER:	057428943
IMPLEMENTING AGENCY'S SAM REGISTRATION EXPIRATION DATE:	3/29/2016
IMPLEMENTING AGENCY'S CAGE CODE:	62SR1
IMPLEMENTING AGENCY'S FINANCIAL OFFICER:	Rebecca McNeil
TITLE:	McLean County Treasurer
TELEPHONE:	309-888-5180
PROGRAM AGENCY'S NAME: Mark n/a if anything is the same as the Implementing Agency.	McLean County State's Attorney's Office
PROGRAM AGENCY'S MAILING ADDRESS (If the same as above mark "N/A"):	104 W. Front Street, Room 605 Bloomington, IL 61701-5005
PROGRAM AGENCY'S AUTHORIZED OFFICIAL:	Jason Chambers
TITLE:	McLean County State's Attorney
PROGRAM AGENCY'S DUNS NUMBER:	199070715
PROGRAM AGENCY'S SAM REGISTRATION EXPIRATION DATE:	01/27/2016
PROGRAM AGENCY'S CAGE CODE:	59YY1
FISCAL CONTACT PERSON:	Cindy Outlaw
AGENCY:	McLean County State's Attorney's Office
TITLE:	Office Manager

TELEPHONE:	309-888-5402
FAX:	309-888-5429
E-MAIL:	cindy.outlaw@mcleancountyil.gov
PROGRAM/CONTACT PERSON:	Garnetta Schaefer
TITLE:	Advocate Legal Assistant II
TELEPHONE:	309-888-5416
FAX:	309-888-5429
E-MAIL:	garnetta.schaefer@mcleancountyil.gov
IMPLEMENTING AGENCY'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code registered with SAM. The district can be located by using this link):	Congressional District 13 State Senate District 44 State Representative District 88
PRIMARY AREA OF PERFORMANCE (This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided, but please list city, state and nine digit zip code):	Bloomington, IL
PRIMARY AREA OF PERFORMANCE'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link):	Congressional District 13 State Senate District 44 State Representative District 88
Question 1) Are more than 80% of the Program Agency's revenue from the federal government?	no
Question 2) Are the Program Agency's federal revenue more than \$25,000,000?	no
Question 3) Are the Program Agency's top five compensated officers' compensation not available through the Securities and Exchange Commission or the Internal Revenue Service?	no
If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation:	
NAME	COMPENSATION
n/a	n/a

Members Caisley and Cavallini moved the County Board approve a Request for Approval to renew an Illinois Criminal Justice Information Authority Grant for a Law Enforcement and Prosecution-Based Victim Assistance Program in the State's Attorney's Office - State's Attorney's Office (Grant document was previously provided in the Justice Committee Packet and can be viewed at <http://www.mcleancountyil.gov/ArchiveCenter/ViewFile/Item/4389>). Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Rankin, presented the following:

**AN ORDINANCE BY THE McLEAN COUNTY BOARD
AMENDING CHAPTER 205-74 OF THE MCLEAN COUNTY CODE
TO INCREASE THE FEE TO BE CHARGED BY
THE McLEAN COUNTY CIRCUIT CLERK FOR THE
CHILDREN'S ADVOCACY CENTER**

WHEREAS, The Counties Code 55 ILCS 5/5-1101 allows a County Board to enact certain additional fees to finance the court system; and,

WHEREAS, Section 5-1101 (f-5) provides that a County Board may adopt a mandatory fee of between \$5.00 and \$30.00 to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections and placed in the Children's Advocacy Center Fund for the operation and administration of the Children's Advocacy Center; and,

WHEREAS, on April 15, 2008, the County Board enacted an Ordinance adopting a fee of \$15.00 to be paid for the Children's Advocacy Center; and,

WHEREAS, the Director of the Children's Advocacy Center and the County Administrator have determined that an increase of the fee to \$16.50 is needed to provide adequate support for the Children's Advocacy Center; and,

WHEREAS, the Justice Committee, at its regular meeting on Tuesday, November 3, 2015, recommended that the fees charged by the McLean County Circuit Clerk be adjusted in accordance with 55 ILCS 5/5-1101 (f-5);

NOW THEREFORE, BE IT ORDAINED by the McLean County Board as follows:

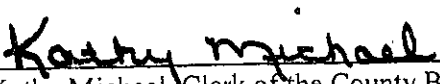
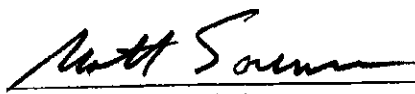
1. That Chapter 205-74 A is hereby amended to read as follows:

§205-74 Children's Advocacy Center.

- A. The McLean County Circuit Clerk fees are hereby amended ~~by the addition of a fee of~~ to increase the \$15 to \$16.50 to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections and placed in the Children's Advocacy Center Fund for the operation and administration of the Children's Advocacy Center.
2. This Ordinance shall not supersede any other Ordinance enacted by the McLean County Board, which establishes and sets fees to be charged for other services not previously listed and provided by the Circuit Clerk.
3. The County Clerk shall provide a Certified Copy of this Ordinance to the Chief Judge of the Eleventh Judicial Circuit, the McLean County Circuit Clerk, the Director of the Children's Advocacy Center, the County Administrator, and the First Assistant State's Attorney, Civil Division.

4. This Ordinance shall become effective as of January 1, 2016.

ADOPTED by the McLean County Board this 17th day of November, 2015.

ATTEST:	APPROVED:
 Kathy Michael, Clerk of the County Board McLean County	 Matt Sorensen, Chairman McLean County Board

Members Rankin and Shafer moved the County Board approve a Request for Approval of an Ordinance amending Chapter 205-74 of the McLean County Code to increase the CAC Fee from \$15.00 to \$16.50. - Children's Advocacy Center. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:

COVER PAGE

PROGRAM TITLE:	Child Advocacy Center Services Program
AGREEMENT NUMBER:	215049
PREVIOUS AGREEMENT NUMBER(S):	214049, 213049, 212049, 211049, 210049, 209049, 207249, 207049, 206049, 205049, 204094, 203094, 203049, 202094, 201021, 200094, 2854, 2821, 2721, 2621, 2521
ESTIMATED START DATE:	September 1, 2015
SOURCES OF PROGRAM FUNDING:	
<i>Funds: VOCA FY 2015</i>	\$ 83,169
<i>Matching Funds:</i>	\$ 20,792
<i>Over-Matching Funds:</i>	\$ 6,109
Total:	\$ 110,070
IMPLEMENTING AGENCY'S NAME:	McLean, County of
ADDRESS (This address must be the physical address that is registered with SAM and include nine digit zip code):	Government Ctr 115 East Washington St RM 101 Bloomington, IL 61701-4089
IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:	Matt Sorensen
TITLE:	McLean County Board Chairman
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	37-6001569
IMPLEMENTING AGENCY'S DUNS NUMBER:	057428943
IMPLEMENTING AGENCY'S SAM REGISTRATION EXPIRATION DATE:	3/29/16
IMPLEMENTING AGENCY'S CAGE CODE:	62SR1
IMPLEMENTING AGENCY'S FINANCIAL OFFICER:	Rebecca McNeil
TITLE:	McLean County Treasurer
TELEPHONE:	309-888-5180
PROGRAM AGENCY'S NAME: Mark n/a if anything is the same as the Implementing Agency.	McLean County Children's Advocacy Center/CASA
PROGRAM AGENCY'S MAILING ADDRESS (If the same as above mark "N/A"):	200 West Front Street, Suite 500B Bloomington, Illinois 61701-5074
PROGRAM AGENCY'S AUTHORIZED OFFICIAL:	Judy Brucker
TITLE:	Executive Director
PROGRAM AGENCY'S DUNS NUMBER:	793093691

PROGRAM AGENCY'S SAM REGISTRATION EXPIRATION DATE:	5/6/16
PROGRAM AGENCY'S CAGE CODE:	5NCU4
FISCAL CONTACT PERSON:	Margie Jordan
AGENCY:	McLean County Children's Advocacy Center/CASA
TITLE:	CASA Program Director
TELEPHONE:	309-888-5852
FAX:	309-888-4969
E-MAIL:	margie.jordan@mcleancountyl.gov
PROGRAM CONTACT PERSON:	Margie Jordan
TITLE:	CASA Program Director
TELEPHONE:	309-888-5852
FAX:	309-888-4969
E-MAIL:	margie.jordan@mcleancountyl.gov
IMPLEMENTING AGENCY'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code registered with SAM. The district can be located by using this link.):	Congressional District: 13 State Senate District: 44 State Representative District: 88
PRIMARY AREA OF PERFORMANCE (This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided, but please list city, state and nine digit zip code.):	Bloomington, IL 61701-4940
PRIMARY AREA OF PERFORMANCE'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link.):	Congressional District: 13 State Senate District: 44 State Representative District: 88
Question 1) Are more than 80% of the Program Agency's revenue from the federal government?:	no
Question 2) Are the Program Agency's federal revenue more than \$25,000,000?:	no
Question 3) Are the Program Agency's top five compensated officers' compensation not available through the Securities and Exchange Commission or the Internal Revenue Service?:	no
If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.	
NAME	COMPENSATION

Members Caisley and Cavallini moved the County Board approve a Request for Approval of renewal of a VOCA Grant with CASA. - Children's Advocacy Center (Grant document was previously provided in the Justice Committee Packet and can be viewed at <http://www.mcleancountyl.gov/ArchiveCenter/ViewFile/Item/4389>). Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:

COVER PAGE

PROGRAM TITLE:	Child Advocacy Center Services
AGREEMENT NUMBER:	215207
PREVIOUS AGREEMENT NUMBER(S):	214207, 213207, 212207, 211207, 210207, 209207, 208207, 207207, 206207, 205207, 204207, 202207
ESTIMATED START DATE:	9/01/15
SOURCES OF PROGRAM FUNDING:	
<i>Funds: VOCA FY15</i>	\$ 36,257
<i>Matching Funds</i>	\$ 9,064
<i>Over-Matching Funds</i>	\$ 7,041
Total:	\$ 52,362
IMPLEMENTING AGENCY'S NAME:	McLean County of
ADDRESS (This address must be the physical address that is registered with SAM and include nine digit zip code):	Government Center 115 East Washington St RM 101 Bloomington, IL 61701-4089
IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:	Matt Sorensen
TITLE:	McLean County Board Chairman
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	37-6001569
IMPLEMENTING AGENCY'S DUNS NUMBER:	057428943
IMPLEMENTING AGENCY'S SAM REGISTRATION EXPIRATION DATE:	March 29, 2016
IMPLEMENTING AGENCY'S CAGE CODE:	62SR1
IMPLEMENTING AGENCY'S FINANCIAL OFFICER:	Rebecca McNeil
TITLE:	McLean County Treasurer
TELEPHONE:	309-888-5180
PROGRAM AGENCY'S NAME: Mark n/a if anything is the same as the Implementing Agency.	McLean County Children's Advocacy Center/CASA
PROGRAM AGENCY'S MAILING ADDRESS (If the same as above mark "N/A"):	200 West Front Street, Suite 500B Bloomington, Illinois 61701-5074
PROGRAM AGENCY'S AUTHORIZED OFFICIAL:	Judy Brucker
TITLE:	Executive Director
PROGRAM AGENCY'S DUNS NUMBER:	793093691
PROGRAM AGENCY'S SAM REGISTRATION EXPIRATION DATE:	May 6, 2016
PROGRAM AGENCY'S CAGE CODE:	5NCU4

FISCAL CONTACT PERSON:	Mary Whitaker
AGENCY:	McLean County Children's Advocacy Center/CASA
TITLE:	Associate Director of Operations
TELEPHONE:	309-888-5656
FAX:	309-888-4969
E-MAIL:	mary.whitaker@mcleancountyil.gov
PROGRAM CONTACT PERSON:	Mary Whitaker
TITLE:	Associate Director of Operations
TELEPHONE:	309-888-5656
FAX:	309-888-4969
E-MAIL:	mary.whitaker@mcleancountyil.gov
IMPLEMENTING AGENCY'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code registered with SAM. The district can be located by using this link.)	Congressional District 12 State Senate District 44 State Representative District 188
PRIMARY AREA OF PERFORMANCE (This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided, but please list city, state and nine digit zip code.)	Livingston County, CA Pontiac, IL 61764-1945
PRIMARY AREA OF PERFORMANCE'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link.)	Congressional District 16 State Senate District 53 State Representative District 196
Question 1) Are more than 80% of the Program Agency's revenue from the federal government?	no
Question 2) Are the Program Agency's federal revenue more than \$25,000,000?	no
Question 3) Are the Program Agency's top five compensated officers' compensation not available through the Securities and Exchange Commission or the Internal Revenue Service?	no
If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.	
NAME	COMPENSATION

Members Caisley and Harris moved the County Board approve a Request for Approval of renewal of a VOCA Grant with Children's Advocacy Center. - Children's Advocacy Center (Grant document was previously provided in the Justice Committee Packet and can be viewed at <http://www.mcleancountyil.gov/Archive Center/View File 4389>). Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:

**AN ORDINANCE BY THE MCLEAN COUNTY BOARD
AMENDING CHAPTER 205-20 OF THE MCLEAN COUNTY CODE TO
INCREASE THE BOND FEE TO BE CHARGED BY
THE MCLEAN COUNTY SHERIFF AND**

WHEREAS, based on a user fee study conducted by MAXIMUS the McLean County Board on March 16, 2004 enacted an ordinance setting the Bond Fee at \$25.00 per case number.

WHEREAS, 55 ILCS 5/4-5001 allows the McLean County Board and the Sheriff to conduct a user fee study of the fees charged by the Sheriff to raise the fees charged by the Sheriff if the cost of the services provided exceeds the statutory fee; and,

WHEREAS, 55 ILCS 5/4-5001 requires that an independent, professional cost accounting firm be retained to complete the cost accounting study of the fees charged by the Sheriff; and

WHEREAS, the McLean County Board and the Sheriff retained the service of MAXIMUS, Inc., a national cost accounting firm with substantial experience in analyzing the cost of fee services in accordance with the provisions of 55 ILCS 5/4-5001 and the United States Office of Management and Budget Circular A-87 to review the fees charged by the Sheriff; and,

WHEREAS, the Cost Accounting Study documented that the full cost of services provided for taking all bonds on legal process exceeded the current revenue received and that the County Board would need to adjust the current fee level for this service up to \$35.73 to recover the actual cost of services provided; and,

WHEREAS, the Sheriff has carefully reviewed the findings of the Cost Accounting Study and has recommended to the Justice Committee that the Bond Fee be increased to \$35.00 to more closely cover the cost of services provided;

NOW, THEREFORE, BE IT ORDAINED by the McLean County Board, now in regular session,

1. That the aforesaid Chapter 205-20 (F) is hereby amended to read as follows:

§205-20 Fee Schedule.

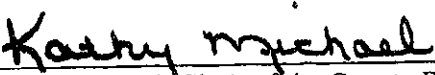
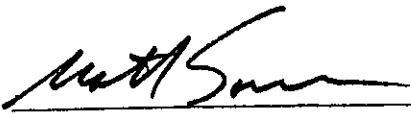
The fees charged by the Sheriff for the following services shall be adjusted in accordance with the following schedule:

F. Bond fee. The bond fee assessed at the time bond is posted shall be ~~\$25~~ \$35 per case number.

2. This Ordinance shall not supersede any other Ordinance enacted by the McLean County Board which establishes and sets Fees to be charged for other services provided by the McLean County Board.

3. The County Clerk shall provide a Certified Copy of this Ordinance to the McLean County Sheriff, the County Administrator, and the Chief Judge of the Eleventh Circuit Court of McLean County.
4. This Ordinance shall become effective on January 1, 2016.

ADOPTED by the McLean County Board this 17th Day of November, 2015.

ATTEST:	APPROVED:
 Kathy Michael, Clerk of the County Board McLean County	 Matt Sorensen, Chairman McLean County Board

Members Caisley and Owens moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board to increase the Bond Fee charged by the McLean County Sheriff from \$25 to \$35. - Sheriff. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN
AND
ILLINOIS STATE UNIVERSITY**

Whereas, The Board of Trustees of the Illinois State University, on behalf of its Police Department, (hereinafter " Illinois State University") has requested the County of McLean to provide booking services; and

Whereas, the County of McLean has booking facilities; and

Whereas, The Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourage intergovernmental cooperation and agreements;

NOW, THEREFORE, The parties hereto agree as follows:

1. The County of McLean (hereinafter "County") will perform booking services for Illinois State University which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.
2. The Illinois State University Police Department (hereinafter "ISU Police") shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. ISU Police may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The ISU Police will complete the necessary paperwork for each person delivered for booking. The County will not accept for booking any individuals needing or asking for medical care.
3. Within the context of this Agreement, Illinois State University shall have full responsibility for all individuals prior to their delivery for booking by the County. This responsibility shall include the cost of any medical care administered prior to the booking process. Within the context of this Agreement, the County shall have full responsibility for all individuals after their delivery for booking by the ISU Police. This responsibility shall include the cost of any medical care administered during the booking process.
4. Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.
5. Illinois State University will pay the County a flat annual fee of One Thousand Three Hundred and Seventeen Dollars and no cents (\$1,317.00) for booking services. The Illinois State University will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.
6. Amounts due hereunder shall be paid at the time of execution of the Agreement.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. Illinois State University may terminate this Agreement for any reason by giving the County six (6) months written notice of its intent to terminate.

8. This Agreement shall be in effect from January 1, 2016 through December 31, 2016. Thereafter, this Agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Illinois State University shall be sent to:

Chief Aaron Woodruff
Illinois State University Police Department
Campus Box 9240
Normal, IL. 61790

Notices to County of McLean shall be sent to:

Greg Allen, Chief Deputy
McLean County Sheriff's Department
104 West Front Street
P.O. Box 2400
Bloomington, IL. 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.
16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.
17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

Dr. Brent Paterson, Vice President for
Student Affairs, Illinois State University

Date

Aaron Woodruff, Chief of Police
Illinois State University

Date

APPROVED AS TO FORM:

Lisa Hudson, General Counsel
Illinois State University

Date

APPROVED:

Matt Sorensen, Chairman, McLean County Board

Date

Jon Sandage, Sheriff of McLean County

Date

ATTEST:

Kathy Michael, Clerk of the County Board of
McLean County, IL

Date

APPROVED AS TO FORM:

Don Knapp, First Assistant
McLean County State's Attorney

Date

Members Caisley and Cavallini moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the County of McLean and the Illinois State University for Centralized Booking. - Sheriff. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN
AND
THE CITY OF BLOOMINGTON**

Whereas, the City of Bloomington has requested the County of McLean to provide booking services:

And

Whereas, the County of McLean has booking facilities:

And

Whereas, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

Now therefore, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
5. The City will pay the County at an annual rate of Twenty Six Thousand Three Hundred and Twenty Eight Dollars and no Cents (\$26,328.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of Two Thousand One Hundred and Ninety Four Dollars and no Cents (\$2,194.00) at the first of each month.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.
8. This agreement shall be in effect from January 1, 2016 through December 31, 2016. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Bloomington Police Department shall be sent to:

Brendan Heffner, Chief of Police
Bloomington Police Department
305 S. East
Bloomington, IL. 61701

Notices to County of McLean shall be sent to:

Greg Allen, Chief Deputy
McLean County Sheriff's Department
104 West Front Street
P.O. Box 2400
Bloomington, IL. 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.

16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.

17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

Tari Renner, Mayor, City of Bloomington

Date

Brendan Heffner, Chief of Police, City of Bloomington

Date

ATTEST:

Tracey Covert, City Clerk, City of Bloomington

Date

APPROVED:

Matt Sorensen, Chairman, McLean County Board

Date

Jon Sandage, Sheriff of McLean County

Date

ATTEST:

Kathy Michael, Clerk of the County Board of
McLean County, IL

Date

Members Caisley and Harris moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the County of McLean and the City of Bloomington for Centralized Booking. - Sheriff. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN
AND
THE TOWN OF NORMAL**

Whereas, the Town of Normal has requested the County of McLean to provide booking services:

And

Whereas, the County of McLean has booking facilities:

And

Whereas, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

Now therefore, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the Town of Normal which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The Town of Normal Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The Town may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The Town will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The Town will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The Town of Normal shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the Town of Normal. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the Town harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the Town of Normal pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions or any actions seeking recovery of money or other remedies.

5. The Town will pay the County at an annual rate of Twenty Six Thousand Three Hundred and Twenty Eight Dollars and no Cents (\$26,328.00) per year for booking services. The Town will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.
6. Total amount due herein shall be paid in twelve (12) equal monthly payments of Two Thousand One Hundred and Ninety Four Dollars and no Cents (\$2,194.00) at the first of each month.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the Town of Normal may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.
8. This agreement shall be in effect from January 1, 2016 through December 31, 2016. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Normal Police Department shall be sent to:

Rick Bleichner, Chief of Police
Normal Police Department
100 E. Phoenix
Normal, IL. 61761

Notices to County of McLean shall be sent to:

Greg Allen, Chief Deputy
McLean County Sheriff's Department
104 West Front Street
P.O. Box 2400
Bloomington, IL. 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any

part thereof, or the right of either party thereafter to enforce each and every position in accordance with the terms of this Agreement.

14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.
16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.
17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

Chris Koos, Mayor, Town of Normal

Date

Rick Blechner, Chief of Police, Town of Normal

Date

ATTEST:

Wendellyn Briggs, Town Clerk, Town of Normal

Date

APPROVED:

Matt Sorensen, Chairman, McLean County Board

Date

Jon Sandage, Sheriff of McLean County

Date

ATTEST:

Kathy Michael, Clerk of the County Board of
McLean County, IL

Date

Members Caisley and Harris moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the County of McLean and the Town of Normal for Centralized Booking. - Sheriff. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

**JUSTICE COMMITTEE:
Member Caisley, presented the following:**



COURT SERVICES

Adult and Juvenile Probation: (309) 888-5372
104 W. Front Street, P.O. Box 2400 Law & Justice Center, 7th Floor Bloomington, IL 61702

Juvenile Detention Center (309) 888-5550
903 N. Main Street, Normal IL, 61761

TO: Honorable Members of the Justice Committee
CC: Mr. Bill Wasson - County Administrator
Ms. Hannah Eisner-Assistant County Administrator
Chief Judge Kevin P. Fitzgerald

From: Lori McCormick

Date: October 28, 2015

Re: Budget Amendment-General Fund

Attached, please find a budget amendment requesting the ability to move \$1,500.00 out of Full-Time Employee line item 0503.0001 item to the seasonal occasional line item 0516.0001. This amount will cover the remainder of 2015 due to an employee moving from full time status to seasonal occasional status.

I will be available on Tuesday November 3 to answer any questions you may have.

Thank you!

An **EMERGENCY APPROPRIATION** Ordinance
 Amending the McLean County Fiscal Year 2015
 Combined Annual Appropriation and Budget Ordinance
 Fund 0024- General Fund Court Services
 Court Services Department 0022

WHEREAS, the McLean County Board, on November 18, 2014, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2015 Fiscal Year beginning January 1, 2015 and ending December 31, 2015; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Court Services Department 0022; and,

WHEREAS, the Court Services Department wishes to transfer \$1,500.00 from line item 0503.0001 Full-time Employees to line item 0516.0001 occasional/seasonal employees in the Fiscal Year 2015 Adopted Budget; and,

WHEREAS, the Justice Committee, on Tuesday, November 3, 2015, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2015 to amend the general fund by transferring \$1,500.00 from line item 0503.0001 to line item 0516.001 for the Fiscal Year 2015 Adopted Budget; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriated budget of the Court Services Department, General Fund 0024, Court Services Department, 0022, the following appropriation:

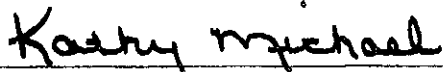
	ADOPTED BUDGET	ADD (SUBTRACT)	AMENDED BUDGET
0001-0022-0024-0503.0001 Full time employee	\$1,941,502.00	(\$1,500.00)	\$1,940,002.00
0001-0022-0024-0503.0001 Occasional/Seasonal Employee	\$0.00	\$1,500.00	\$1,500.00

2. That the County Clerk shall provide a copy of this ordinance to the County Auditor, County Treasurer, Director of Court Services, and County Administrator.

ADOPTED by the County Board of McLean County this 17th day of November, 2015.

ATTEST:

APPROVED:



Kathy Michael, Clerk of the
 County Board of McLean County, Illinois



Matt Sorensen, Chairman
 McLean County Board

Members Caisley and Buchanan moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal year 2015 for Court Services General Fund 0024-0022. - Court Services. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

FINANCE COMMITTEE:
Member Owens, presented the following:

**MCLEAN COUNTY
GENERAL COMPENSATION PLAN
FOR NON-UNION EMPLOYEES**

January 1, 2016

SECTION I: Definitions

- A. Oversight Committee. The County Board committee assigned the responsibility of reviewing personnel salaries.
- B. AOIC. The Administrative Office of the Illinois Courts - Probation Division. Provisions which reference the AOIC only apply when the personnel involved are professional employees in the Court Services Department.
- C. General Employees. All professional, technical, administrative and support employees of McLean County whose annual salaries are determined in accordance with the McLean County General Compensation Schedule.
- D. Permanent Employees. Employees whose positions are recognized in the annual McLean County Budget as full-time (0503.xxxx account number) or part-time (0515.xxxx account number) and who have every expectation that their employment in that classification will continue from year to year without interruption.
- E. Promotion. A change in an employee's position classification to a position classification which has a higher pay range.
- F. Transfer. A change in an employee's position classification to a position classification which has the same pay range, or lateral transfer.
- G. Demotion. A change in an employee's position classification to a position classification which has a lower pay range.
- H. Merit Anniversary Date. The date on which an employee is eligible for consideration for a salary increase based on performance.
- J. Position Appraisal Method (PAM). A system for evaluating and maintaining internal job relationships within the McLean County personnel system, implemented July 1, 2000.

SECTION II: Annual Salary Adjustments

All employees included in the General Compensation Schedule shall receive any across-the-board salary adjustment which is applied to their respective salary schedules.

SECTION III: Philosophy Related to Step Progression

All pay grades on the General Compensation Schedules contain a range of salary rates, which allow employees in the same pay grade of the compensation system to receive different rates of pay.

- A. Pay Progression. McLean County expects its employees to progress along a salary range on some basis other than, and in addition to, any cost of living pay increases. This may take the form of a longevity system which is based on one's length of service, or a performance based system which provides merit.
- B. Merit Increases. McLean County believes that performance measurements and achievement provide the best methodology for determining pay progression. This allows an employee's rate of pay to be determined by the employee's own performance and value to the organization. It provides the department with an incentive tool to achieve departmental and organizational goals and encourages all employees to reach their maximum potential. Such increases also allow the department to differentiate among employees in order to recognize individuals whose performance is superior, as well as those who need to improve. We also recognize that the "average" or "satisfactory" employee should progress on the salary range in that their additional year of service has benefited the County. However, this component of pay progression is a minor portion of an employee's merit increase.
- C. Competency. The salary ranges adopted by McLean County are structured so that the midpoint of each such range represents "competency." Such competency is not just an indication that the employee has the necessary knowledge, skills, and abilities to perform the duties and responsibilities of the position, but also that the employee knows and understands the environment, including, as appropriate to the position, the political structure, other employees, outside contacts, etc.
- D. Beyond Competency. Progression along those wage steps which are above the midpoint of the salary range are reserved for employees whose performance consistently goes beyond competency. Advancement along these steps requires that the employee adds value to the position and the organization through their achievements on behalf of the organization.
- E. Maximum Limits. The salary range recognizes that there is a limit to the amount of achievement and value which an individual, by nature of the specific position classification which the employee occupies, can bring to the organization. Once an employee reaches the maximum salary rate for the position classification, the employee's annual compensation rate, albeit no longer progressing, rewards continual efforts and achievements.

SECTION IV: Evaluations and Merit Increases

- A. All merit increases require that a performance evaluation form, satisfactory to the County Administrator's Office and, as applicable, to the AOIC, be submitted to the County Administrator's Office along with the merit increase request, i.e. a completed Payroll Change Form. Whether or not the employee receives a merit increase, the evaluation form shall be sent to the County Administrator's Office no later than the Merit Anniversary Date. Said form shall be returned by that office to the Department Head within two weeks.
- B. All merit increases require an average evaluation score consistent with the merit step chart detailed in Section VI. Beyond the level of competency, i.e. the midpoint of the salary range, progression should become more difficult as the overall performance of the employee must be above that level required by the position. Thus, the amount of progression is less when the employee approaches midpoint and is further reduced as the employee progresses toward the maximum of the range.
- C. The County Administrator's Office may reject a merit increase, pending a review and decision by the Oversight Committee and, as applicable, the AOIC. Such action shall be based on the belief that merit increase(s) within a department are not consistent with merit principles or with the provisions of this compensation plan.
- D. The County Administrator's Office shall reject any request for a merit increase which does not conform to the provisions of this compensation plan or to the requirements of the performance evaluation instrument and instructions.

SECTION V: Establishing Salaries

A. New Hires. In order to recognize the value of long-term employees and to avoid wage compression within a pay grade, new hires should be employed at the minimum rate of their respective pay grades. If any position classification on the General Compensation Schedule includes employees scheduled for both a 37.5 hour workweek and a 40-hour workweek, the minimum and maximum hourly rate for that position classification shall be the minimum and maximum hourly rate for those on the 40-hour workweek schedule.

Each department head is authorized to offer a starting rate above the minimum, if necessary to employ a qualified candidate, subject to the following:

1. Department Head Discretion. The department head may offer a starting rate up to a maximum of 10 steps above the minimum rate to a candidate for any position classification.

2. Impacted Positions List. Candidates for position classifications requested by the County Administrator and approved by the Oversight Committee as "impacted" due to the difficulty of attracting and retaining qualified employees shall be eligible for the following, in addition to A.1. above:

a) Experience Credit. The employee may receive a maximum of an additional 3 steps of the minimum starting rate for each year of experience which is directly related to his new position with the County, limited to a total additional maximum of 12 steps.

b) Education Credit. A professional employee may receive a maximum of an additional 8 steps of the minimum starting rate for an educational degree which is directly related to his new position with the County and which is above the educational requirements for his position classification.

c) The County Administrator may approve a maximum of an additional 10 steps if, in his judgment, it is in the best interests of the County and necessary to attract the qualified employee.

3. Elected officials or department heads who believe the Department Head Discretion and Impacted Position policies would result in an insufficient starting rate for a candidate or vacancy must notify the County Administrator in sufficient time prior to the meeting of the Oversight Committee that they wish to request that the Oversight Committee set a higher starting rate for a particular candidate or vacancy. The Oversight Committee shall require a report from the County Administrator as to adjustments, if any, in the PAM Factors for the subject position.

B. Promotions. A promoted employee shall generally receive a 5% increase but not less than the minimum nor more than the maximum rate of the pay range for the employee's new position classification. Also, the increase may exceed 5% if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the employee's previous position classification. The exact increase shall be determined by the County Administrator in consultation with the department head. Any increase exceeding 10%, unless necessary to reach the minimum of the new salary range, requires the consent of the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the promotion.

C. Transfers. Transferred employees shall retain their present salary and merit anniversary date; however, they shall not be eligible for a merit increase until serving at least three months in the

new position. If an employee transfers from one department to another within four (4) months of the next Merit Anniversary Date, the department receiving the employee may request, in writing, that the other department provide a completed performance evaluation form on that employee. The department providing the employee shall honor all such reasonable requests. Such requests should be made within one month of the employee's transfer.

D. Demotions. A demoted employee shall receive the same step in the new salary range as s/he received of the previous (higher) salary range. The extent of the decrease may be lessened if, projected over the next 12 months, this would result in a loss greater than the percentage differential between the two salary ranges. Also, the decrease may be lessened if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the previous position classification. Also, the department head may consult with the County Administrator's Office concerning possible arrangements to withhold future increases to mitigate the extent of present salary loss to the employee. Any such arrangement requires the written consent of the employee and must be reported to the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the demotion.

SECTION VI: Merit Increases

A. Eligibility. All permanent general employees shall be eligible for merit increase consideration on their merit anniversary dates. Each employee eligible for a merit increase shall be evaluated in accordance with this compensation plan and the requirements of the evaluation instrument and instructions under departmental procedures so that said evaluation is completed and discussed with the employee prior to the actual Merit Anniversary Date. In the case of part-time employees, the actual Merit Anniversary Date shall not be considered to have occurred unless the employee has at least 900 hours of actual work hours (including benefit time) since the last merit increase (or 450 hours when the first merit increase is six months from the date of hire). The merit increase shall be effective at the beginning of the payroll period:

1) during which the employee's Merit Anniversary Date falls, assuming that the employee is normally scheduled to work on or after that date during that payroll period, if the Evaluation Form and Payroll Change Form are received in a timely manner; or

2) at the beginning of the next payroll period following the receipt of the Evaluation Form and Payroll Change Form by the County Administrator's Office, if these materials are late.

B. Probation. All newly hired employees shall serve a six-month probationary period which may be extended by the department head if additional time is necessary in order to properly evaluate the employee's prospect of success in the position. All such extensions must be reported in writing to the County Administrator's Office. Employees who successfully complete

their probationary period, except as noted, shall receive an increase of a maximum of steps indicated by the charts in Subsection C of this Section, and the end of probation shall be their merit anniversary date. Those employees who start at step 11 or above of the pay grade for the position classification shall retain their employment date as their merit anniversary date, regardless of the ending date of their probation.

C. Merit Increase Ranges. General employees who qualify for merit increases shall receive salary increases in accordance with schedules adopted annually by the Oversight Committee, upon the recommendation of the County Administrator and based upon the Adopted Fiscal Year Budget. Such step increases shall not exceed those of the following maximum schedules. Each step equals 1/2% (one-half percent) of the minimum salary for the particular pay grade and salary schedule. All evaluation scores are based on a total of five (5) possible points. The step columns refer to the employees' current step (prior to receiving this merit increase). For certain employees in the Court Services Department, who are under the jurisdiction of the AOIC, it is recognized that those below the midpoint of their respective salary ranges also receive merit and longevity credit within any annual salary adjustment, as described in Section II.

MAXIMUM
GENERAL COMPENSATION SCHEDULE EMPLOYEES
RANGE 13 AND HIGHER

Evaluation Score	Employee's Current Step	Employee's # Steps	Employee's Current Step	Employee's # Steps	Employee's Current Step	Employee's # Steps	Employee's Current Step	Employee's # Steps
4.75 - 5.00	1-40	7	41-60	6	61-80	5	81-101	4
4.50 - 4.74	1-40	6	41-60	5	61-80	4	81-101	3
4.00 - 4.49	1-40	5	41-60	4	61-80	3	81-101	2
3.50 - 3.99	1-40	4	41-60	3	61-80	2	81-101	1
3.00 - 3.49	1-40	3	41-60	2	61-80	1	81-101	0
2.50 - 2.99	1-40	2	41-60	1	61-80	0	81-101	0
2.00 - 2.49	1-40	1	41-60	0	61-80	0	81-101	0

MAXIMUM
GENERAL COMPENSATION SCHEDULE EMPLOYEES
RANGE 12 AND LOWER

Score	Evaluation Current Step	Employee's # Current Steps	Employee's # Current Step	Employee's # Current Steps	Employee's # Current Step	Employee's # Current Steps
4.75 - 5.00	1-40	7	41-60	6	61-80	5
4.50 - 4.74	1-40	6	41-60	5	61-80	4
4.00 - 4.49	1-40	5	41-60	4	61-80	3
3.50 - 3.99	1-40	4	41-60	3	61-80	2
3.00 - 3.49	1-40	3	41-60	2	61-80	1
2.50 - 2.99	1-40	2	41-60	1	61-80	0
2.00 - 2.49	1-40	1	41-60	0	61-80	0

Certain employees of the Court Services Department, due to the requirements of the AOIC, shall not be eligible for any such increase unless their evaluation score is a minimum of 3.25. This compensation plan also recognizes that such employees receive credit for their longevity as well as their performance but that such credit is provided partially by any across-the-board increase, as provided in Section II of this policy.

- D. Merit Increase Methodology. All merit increases shall be added to the employee's present salary rate. The employee's new salary rate shall be stated in even steps with each step equaling increments of one-half of one percent (0.5%) of the minimum of the salary range for the position classification and shall not exceed the maximum of the salary range.
- E. Merit Standards. The merit step system is designed to permit departments to reward employees for their performance. It is understood that the indiscriminate awarding of merit acts as a disincentive for employees who typically are exceptional performers. It follows that the number of merit steps awarded to various employees within a department should differ. In order to protect the intent of this merit system, the County Administrator's Office shall be responsible for maintaining statistics necessary to determine that merit standards are met. This shall be accomplished as follows:
1. Each department, as identified within the McLean County Annual Budget, shall evaluate the employees within that department and be responsible for maintaining the merit standards.
 2. Merit standards shall be considered as met by each department unless such department awards merit so that the department's ratio of steps awarded divided by the maximum steps available, exclusive of any such award for an employee who reaches the maximum step for his position classification by receiving four (4) or less steps of merit, is 1.0 or more standard deviations higher than the mean for all departments collectively.

3. Any department which exceeds this merit standard over a one calendar year period shall, for the next calendar year, be limited to the following maximum number of merit steps for each employee: 1/2 (one-half) of the number of steps indicated in Section VI.

If such department's performance evaluation scores continue to exceed the norm for all other departments, then the above restriction on merit steps shall continue during the next year.

4. The Oversight Committee may adopt annually, upon the recommendation of the County Administrator, additional restrictions upon departments' ratio of steps awarded to maximum steps available, based upon the Adopted Fiscal Year Budget.

SECTION VII: Policy Review

This General Compensation Plan shall be reviewed annually by the County Administrator, who shall make recommendations concerning this plan to the Oversight Committee, which may recommend changes to the County Board and, as applicable, to the AOIC. The annual review shall include a study of the PAM Factors (see Appendix A) for one or more positions, and recommendations for changes thereto.

Members Owens and Segobiano moved the County Board approve a Request for Approval of the Fiscal Year 2016 Compensation Plan - Administration. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

FINANCE COMMITTEE:
Member Owens, presented the following:



OFFICE OF THE ADMINISTRATOR
(309) 888-5110 FAX (309) 888-5111
115 E. Washington, Room 401

P.O. Box 2400

Bloomington, Illinois 61702-2400

To: Chairman and Members, Finance Committee

From: Hannah Eisner, Assistant County Administrator

Date: 11/2/2015

Re: Proposed Position Reclassifications in FY 2016 Budget

Based upon the recommended budget and modifications made as part of the 2016 recommended budget by the respective County Board Oversight Committees, the FY 2016 General Fund Budget includes recommendations to reclassify four (4) positions. The first two reclassifications reflect additional duties and responsibilities added to existing positions due to mental health initiatives; these were evaluated using the Position Appraisal Method (PAM) adopted by McLean County in 2000 as a result of a comprehensive consulting study by Public Administration Service, Inc.

We recommend an upgrade of one inmate Assessment Specialist I position from Pay Grade 9 to Pay Grade 10 and the Inmate Assessment Specialist II from Grade 10 to grade 11. These positions have been expanded with the incumbents' year-round responsibilities over the past three years to include coordinating the work of the jail staff with the criminal justice coordinating council, with psychiatric and counseling contractors, jail medical staff, and also coordinating with community behavioral health providers to insure appropriate transition of detainees back to community at the end of detainment.

We are recommending the reclassification of a Senior Accounting Specialist position in the Treasurer's Office to a Staff Accountant due to the reorganization of responsibilities within the office to maintain reduced personnel levels in the office and also insure that cross-training is taking place in a large number of administrative areas to insure coverage due for such occurrence as extended leave or separation of staff. We are also recommending the reclassification of an Office Support Specialist I position to an OSS II position in the Information Technologies Department to take on the responsibility of coordinating management of paper records within the County-wide storage locations.

Additionally, the recently received SAMHSA Grant will pay for an Operations Supervisor (Grade 11) for the Drug Court/Recovery Court to coordinate efforts with all criminal justice

agencies and the Circuit Court. Two additional Probation Officer I positions, as part of the pre-trial evaluation grant program have also been authorized since the completion of the recommended budget.

We are recommending a total of one (1) reclassification, one (1) position reduction and one (1) new position in the Special Revenue Funds. Within the Health Department Fund, we are recommending that a currently vacant Case Management position in 106 Family Case Management Fund be eliminated and that a Communicable Disease Coordinator (Grade 10) position be established in Fund 112. These adjustments are based upon Health Department workload requirements and historical need.

Additionally, we are recommending the reclassification of one Case Management Supervisor position (Pay Grade 11) to Mental Health Program Supervisor (Grade 12). This position's responsibilities have been expanded to include coordinating the work of community behavioral health providers, coordination of the Developmental Disabilities Board functions and a maintaining communication with County criminal justice agencies and the Criminal Justice Coordinating Council.

In summary, we recommend five (5) reclassifications from among ten (10) requests. Details showing the changed PAMs scores and a complete recommended FY 2016 Position Classification and Pay Range listing are attached for your information.

Members Owens and Cavallini moved the County Board approve a Request for Approval of Position Reclassification and Salary Upgrades Recommended as part of Fiscal year 2016 Recommended Budget - Administration. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

FINANCE COMMITTEE:
Member Owens, presented the following:



Rebecca McNeil
McLean County Treasurer & Tax Collector
PO Box 2400
115 E. Washington, M101
Bloomington, IL 61702-2400
PH (309) 888-5180 Fax (309) 888-5176
Web: www.mcleancountyil.gov
Email: treasurer@mcleancountyil.gov

Date: October 26, 2015

To: Chairman Owens & Members of the Finance Committee

From: Rebecca McNeil
McLean County Treasurer & Tax Collector

RE: Deeds of Conveyance 28-33-427-003

On May 18, 1999, the McLean County Board entered into a service agreement with Joseph Meyer and Assoc. to create a Delinquent Real Estate Tax Liquidation Program. This agreement was made in conjunction with 35ILCS 200/21-90 of the property tax code. The primary goal of the program is to recover delinquent real estate taxes for the benefit of all taxing districts. The second goal is to return unproductive and abandoned parcels back to productive use and the tax assessment rolls of the County.

The County, as Trustee for the Taxing Districts, acquired tax deed to parcel 28-33-427-003 in 2015 because of the outstanding and unredeemed status of sold property taxes for tax year 2011-2013.

During the August 2015 Trustee Program's surplus auction, an offer was received by the Village of Heyworth. Proceeds from the offer were \$3,183.00 out of which \$2,362.50 will be distributed to the Taxing Districts. The attached resolution, if approved, will complete the sale and the conveyance process of this parcel.

I respectfully request the McLean County Finance Committee and the McLean County Board approve a resolution to authorize the Chairman of the McLean County Board to execute a deed of Conveyance of the County's interest or authorize the cancellation of the appropriate Tax Sale Certificate of Purchase, as the case may be, on the above described real estate. Approval of this resolution will eliminate the County's interest and return the parcel to the active tax rolls.

Thank you for your consideration.

RESOLUTION



WHEREAS, The County of McLean, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

RANDOLPH TOWNSHIP

PERMANENT PARCEL NUMBER: 28-33-427-003

As described in certificate(s) : 2011-00535 sold November 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Village of Heyworth, has bid \$3,183.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$2,362.50 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$33.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$3,183.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$2,362.50 to be paid to the Treasurer of McLean County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 17th day of November, 2015

ATTEST:

Kathy Michael

CLERK

Art Sam

COUNTY BOARD CHAIRMAN

Members Owens and Caisley moved the County Board approve a Request for Approval of Resolutions authorizing the Chairman of McLean County Board to execute Deeds of Conveyance. - Treasurer's Office. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

FINANCE COMMITTEE:
Member Owens, presented the following:



McLean County Board AGENDA ITEM NO. ????

For the McLean County Board: October XX, 2015

SUBJECT: Consideration of approving a Property Tax Abatement Incentive for the redevelopment of 312 & 314 North Main Street (the former Mid-City Hotel).

RECOMMENDATION/MOTION: That the resolution for a proposed property tax abatement agreement for the redevelopment of 312 and 314 North Main Street by Mid-City Properties, LLC be approved and authorize the County Board Chairman and County Clerk to execute the necessary documents.

CITY OF BLOOMINGTON STRATEGIC PLAN LINK: Goal 3: Grow the Local Economy; Goal 4: Strong Neighborhoods; Goal 5: Great Place – Livable, Sustainable City; Goal 6: Prosperous Downtown Bloomington.

CITY OF BLOOMINGTON STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; 3c. Revitalization of older commercial homes. Objective 4b. Upgraded quality of older housing stock; 4c. Preservation of property/home valuations. Objective 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; 5e. More attractive city: commercial areas and neighborhoods. Objective 6a. More beautiful, clean Downtown area; 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; 6c. Downtown becoming a community and regional destination; 6e. Preservation of historic buildings.

BACKGROUND & OVERVIEW: Mid-City Properties, LLC is the owning entity for the historic Mid-City Hotel building located at 312 and 314 North Main Street. The project includes the renovation of the second and third floors of the building to construct six new residential apartment units subject to the approval of the property tax abatement agreement presented before the Library Board of Trustees.

This redevelopment project will create a minimum investment of \$847,000 into taxable property and would serve to further revitalize a historic building in Downtown Bloomington, an area highlighted as an Economic Development Target Area by the City Council in October of 2012.

To make the project financially feasible and thus begin the construction phase of the planned renovation project, Mid-City Properties, LLC is requesting an abatement of new incremental real estate taxes owed on the subject property post renovation. The property tax abatement, if approved by the taxing bodies, would allow Mid-City Properties, LLC to pay a portion of the new increment of property tax during the first five (5) years of operation of the new residential apartment units. Throughout the abatement period, the property taxes will gradually increase at a rate that would permit Mid-City Properties, LLC to generate a market-rate of return. At the end

of the proposed abatement period, all taxing bodies would begin to collect the full amount of post-investment property taxes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In addition to appropriate City Department Heads and representatives from Public Works, PACE, Finance, Fire, Water and Police all having received the information and been invited to a comprehensive discussion on the application, the National Development Council, Downtown Bloomington Association, and Assessor for the Town of the City of Bloomington have been partners throughout the incentive application process. In addition to conducting informal meetings and communications with the aforementioned entities, the property tax abatement agreement will also be considered by the following committee and boards: McLean County Finance Committee, District 87 School Board, Bloomington Normal Airport Authority Board, McLean County Board, Heartland Community College Board, Bloomington, Public Library, City of Bloomington Township Board, and the Bloomington Normal Water Reclamation District Board.

FINANCIAL IMPACT – PROPERTY TAX ABATEMENT: According to the National Development Council, which conducted a full financial analysis of the developer and the project in question (including a three year review of personal and business financial statements), this incentive is necessary to make the project financially viable. As proposed, this arrangement serves to strengthen the project’s financial position by filling the identified financial gap.

As structured, the proposed five year property tax abatement agreement protects the taxing bodies by guaranteeing that they will collect the existing pre-project level of property taxes (estimated to be \$19,382.03) *plus* an additional increment equal to \$20,608.29 over the five year term of the proposed abatement agreement (\$39,990.32 total).

City staff believes the proposed incentive package is worthy of consideration by the McLean County Board. But for the proposed property tax abatement, this renovation project would not take place.

Respectfully submitted for consideration by the McLean County Board.

Prepared by:
Austin Grammer
City of Bloomington Economic Development Coordinator

Recommended by:

Bill Wasson
County Administrator

Attachments:

- Proposed Property Tax Abatement Resolution
- Proposed Property Tax Abatement Agreement
- Property Tax Abatement Incentive Packet

Motion: That the resolution for a proposed property tax abatement agreement for the redevelopment of 312 and 314 North Main Street by Mid-City Properties, LLC be approved and authorize the County Board Chairman and County Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other



Office of Economic Development

Economic Development Incentive Application

Mid-City Properties, LLC

312 & 314 North Main Street

August 10, 2015

Table of Contents:

- A. National Development Council Summary of Findings Memo
- B. Incentive Application
- C. Incentive Application Scoring Form
- D. Project Map
- E. Property Tax Assessment
- F. Project Renderings
- G. Property Tax Abatement Calculations
- H. Property Tax Abatement Resolution and Agreement

MEMORANDUM

TO: AUSTIN GRAMMER
FROM: ELIZABETH AU
SUBJECT: 312 314 N MAIN STREET
DATE: JULY 17, 2015
CC:

DEVELOPMENT ANALYSIS- 312 314 N MAIN STREET

The City of Bloomington Economic Development Office requested the National Development Council (NDC) conduct a review of a proposed development located at 312 314 N Main Street and review the need for an economic incentive. This memo outlines the assumptions given from the City and the developer and makes observations and recommendations regarding the appropriateness of the subsidy. All information and recommendations are subject to the information and due diligence provided by the City and the developer.

Review of Due Diligence:

- 1) **Development Budget:** The total development budget, per the developer, is \$847, 274 with hard costs running at \$765,203 with soft costs totaling \$82,071. The budget submitted by the developer contains most of the items needed to complete the project, however a few observations should be noted. First, the budget currently does not include a contingency amount. Typically for a rehabilitation project, a contingency amount of 10% of the hard costs should be set aside to ensure projects can be completed in the face of unforeseen development events. There also does not appear to be an amount listed for a developer fee. Generally a market developer fee is approximately 10%-15% of the total development budget. A developer fee is a responsible expense that can provide a cushion in case things go wrong in the development process. However, given that the proposed incentive will only occur if the project is completed, all of the risk will be borne by the developer.
- 2) **Financing:** The developer submitted an email from First Farmers Bank for a loan a total of \$750,000 at 4.25% fixed for 5 years and amortized over 20 years. The email did not contain the banks underwriting criteria, however it does appear that the proposed structure allows for the DCR of 1.18 with the tax abatement already calculated into the NOI. Prior to signing the development agreement, the City should request the formal term sheet from the bank outlining the underwriting criteria and the loan terms.
- 3) **Pro forma:** The development will contain four, two bedroom units at \$1,100.00 per month and two, two deluxe bedroom units at \$1,200.00 per month. The development will contain two commercial spaces renting for \$1,500.00 and \$2,000 per month bringing in an additional \$42,000 in income annually. Vacancy and credit loss is estimated at 5%. Expenses were estimated at \$56,880 which includes \$13,740 in taxes (without tax abatement), \$5,400 for insurance, \$7,200.00 management expenses, \$1,200.00 for advertising, \$2,400.00 for legal expenses, \$4,800.00 for maintenance, \$3,600.00 for utilities, \$14,400.00 for replacement

reserves and \$3,600.00 for miscellaneous expenses. The development has a Net Operating Income of \$66,660 with a tax abatement and \$56,880 without a tax abatement. With a loan of \$750,000 and an equity contribution from the developer of \$97,274, cash flow to the developer without a tax abatement is \$465 at a 0.48% return.

Analysis:

In analyzing the financial viability of the development, there does appear to be a financing gap. With a total development budget of \$847,274, a bank loan of \$750,000, the development does not yield enough cash flow to justify the \$97,274 in equity required to complete the project.

Recommendations:

The tax abatement proposed would be structured to improve the cash flow from the development that would justify the developer to contribute the equity required to complete the project. Starting at \$3,960 annually and increasing by 3% every year after for five years, would allow the developer to realize a cash-on-cash rate of return of 10.53% which is approximately a market return.

Additionally, the City could provide incentives that would lower the development cost thus reducing the equity required by the developer for the project. The City could explore waiving or reducing permitting fees or providing façade grant funds for the project. By lowering the development costs and the equity required, that would additionally improve the cash flow yielding a market return for the developer.

• **Taxpayer Information**

Name of Taxpayer Seeking Abatement: MID-CITY PROPERTIES, LLC

Mailing Address: 312 NORTH MAIN STREET BLOOMINGTON, IL 61701

Name of authorized to represent taxpayer making application: GAYE WIKE-BECK

Address of Authorized representative: 401 SOUTH MCLEAN STREET BLOOMINGTON, IL 61701

Telephone & Fax number of authorized representative: 309-838-6213 FAX 309-827-4726

Provide or attach brief description of the Taxpayer's organization and operations, including history, previous development projects, experience and growth.

MID-CITY PROPERTIES, LLC IS A LIMITED LIABILITY CORPORATION ESTABLISHED IN NOVEMBER OF 2012. MID-CITY IS THE OVERSEER OF 312-314 NORTH MAIN STREET BLOOMINGTON, IL BEING HELD PRIVATELY BY GAYE WIKE-BECK SINCE 1989. IT/SHE HAS OVERSEEN THE DEVELOPMENT OF AND UPGRADES TO THE EXTERIOR OF THE BUILDING AS WELL AS THE MAINTENCE OF RENTALS AT BOTH 312 AND 314. GAYE HAS HAD MANY YEARS EXPERIENCE IN REHABBING, BOTH AT HER PRIVATE RESIDENCE AND ALSO WITH THE 312-314 STREET LEVEL SPACES.

Project Profile

Provide an estimated project schedule including (when applicable):

- **Closing of purchase - PURCHASED BUILDING IN 1989**
- **Permitting – UPON CITY APPROVAL OF PLANS**
- **Environmental Assessment and/or Remediation of Activities - WILL COMPLY WITH RRP GUIDELINES**
- **Construction Start - AS SOON AS ALL PERMITS AND APPROVALS ARE GIVEN. WINTER OF 2014-2015 IS THE GOAL.**
- **Construction Completion – SPRING/SUMMER OF 2015**
- **Occupancy of facilities – UPON COMPLETION SPRING-SUMMER 2015**

- Other pertinent dates, as appropriate –

Sponsor/Developer: BOB VERICELLA

Project Street Address: 312-314 NORTH MAIN STREET

City, State & Zip Code: BLOOMINGTON, IL 61701

County: McLEAN

Project type (Commercial Real Estate, Business, Equipment): RESIDENTAL APARTMENTS

Sq. ft. of project: 7750

Total Project Cost/Investment: ~~\$800,000.00~~ \$847,000

Total Abatement Requested: \$300,000.00 (THIS WAS DERIVED FROM THE DIFFERENCE ON REAL ESTATE TAXES PAID BEFORE AND AFTER COMPLETION OF PROJECT. THE PROJECTED DIFFERENCE IN REAL ESTATE TAXES AFTER COMPLETION WILL APPROXIMATELY \$25,432.78 ANNUALLY. WHEN THE TIF WAS ACTIVE IT USUALLY HAD A SPAN OF 23 YEARS. WITH THOSE CALCULATIONS, I TOOK THE \$25,432.78 TIMES 12 YEARS TO ARRIVE AT \$305,193.36. HENCE, THE \$300,000.00.

11 Digit Census Tract Code: TAX ID # 21-04-193-009

Please provide a narrative that describes the project in specific detail:

THE PROJECT INCLUDES REDEVELOPING THE SECOND AND THIRD FLOORS INTO SIX, TWO BEDROOM, TWO STORY TOWNHOMES EACH WITH A BATH AND A HALF. ALL TOWNHOMES WITH BE ACCESIBLE FROM THE SECOND FLOOR WITH AN INTERIOR STAIR CASE TO LEAD TO THE THIRD FLOOR BEDROOMS. EACH UNIT IS SELF CONTAINED WITH WASHER AND DRYER IN EACH UNIT. WE WILL ATTEMPT TO KEEP AS MUCH AS THE HISTORIC OLD BUILDING CHARM BY UTILIZING EXISTING FLOORS AND BRICK WALLS WHERE AND WHEN APPLICABLE.

How is the property currently being used, and what is the condition of the property?

THE SECOND AND THIRD FLOORS ARE CURRENTLY IN PRETTY MUCH THE SAME CONDITION AS WHEN THE PREVIOUS OWNER CLOSED DOWN THE MID CITY HOTEL IN THE MID SIXTIES. UPDATES WOULD INCLUDE NEW WINDOWS ON THE EAST AND WEST EXPOSURES, TUCK POINTING TO THE BUILDING, AND GUTTERS INSTALLED IN 2005. A NEW TOMKAT ROOF WAS INSTALLED IN 1999. THERE HAVE BEEN A FEW INTERIOR WALLS REMOVED ON THE SECOND FLOOR, BUT THE THIRD FLOOR IS UNTOUCHED AND IN THE SAME CONFIGURATION AS WHEN BUILT IN 1901 AS A HOTEL. THE SPACE IS CURRENTLY BEING USED SPORADICALLY FOR GHOST TOURS ON THE SECOND AND THIRD FLOORS, WITH THE STREET

LEVELS BEING RENTED OUT CONTINUOUSLY FOR OVER 25 YEARS. BECKS FAMILY FLORIST HAS OCCUPIED THE SPACE AT 312 SINCE 1989, AND 314 IS CURRENTLY RENTED OUT TO MID CITY SALON. BOTH 312 AND 314 STREEL LEVEL SPACES HAVE BEEN IMPROVED.

Please provide a description of the residential units being developed, including a description, either sales price or rent information and expenses. Please also provide a pro forma.

EACH UNIT IS A TWO BEDROOM, TWO STORY TOWN HOUSE, WITH A BATH AND A HALF AND IN UNIT WASHER/DRYER. UTILIZING ORIGINAL WOOD FLOORS WHEN AND WHERE POSSIBLE, EXPOSED BRICK WHEN AND WHERE USABLE. AN OPEN CONCEPT WILL BE USED AND KITCHENS AND BATHS WILL HAVE GRANITE COUNTERTOPS. BATHS WILL HAVE TILE AND WOOD FLOORS IN THE REST OF THE UNITS.

RENTS WILL BE BETWEEN \$800.00 AND \$1200.00 PER UNIT.

PERFORMA ATTACHED

Will the project require additional municipal services or facilities?

Yes: No:

If yes, please explain:

ELECTRIC AND WATER SERVICES

- For Projects seeking tax abatement for Real Estate development

Development Team

Please list all of members of the development team, their contact information and their role in the development process. If more than four members are on the team, please attach the additional contact information separately.

Name: GAYE WIKE-BECK
Address: 401 SOUTH McLEAN STREET
BLOOMINGTON, IL 61701
Phone Number: 309-838-6213
Fax Number: 309-827-4726
Email: GLBECK2@AOL.COM

Role: BUILDING OWNER

Name: BOB VERICELLA

Address: 125 SOUTH BELLMONT
BLOOMINGTON, IL 61701

Phone Number: 309-275-4331

Fax Number: 309-454-8678

Email: VRCELLA2@MSN.COM

Role: GENERAL CONTRACTOR

Name: ~~RUSSELL FRANKS, ARCHITECT~~ Gary Bonnell

Describe the development team and its capacity to successfully complete the project:

MR. VERICELLA HAS SUCCESSFULLY COMPLETED THE RENOVATIONS OF FIVE SIMILAR DOWNTOWN PROJECTS TO DATE. HE HAS TEN YEARS EXPERIENCE HIS FIELD, HAS A GOOD CITY REPUTATION, AND OWNS AND MANAGES FOUR DOWNTOWN PROPERTIES.

WHILE THIS IS THE FIRST LARGE SCOPE RENOVATION FOR THE BUILDING OWNER, SHE HAS MANAGED TO SUCCESSFULLY REHAB HER OWN HOME AND MANAGE A SUCCESSFUL BUSINESS IN DOWNTOWN BLOOMINGTON FOR MORE THAN 30 YEARS.

What physical changes will be made to develop or rehabilitate the property and how will the subject property be used?

THERE WILL BE NO OUTWARD CHANGES TO THE FACADE OF THE BUILDING. ALL CHANGES, EXCEPT FOR PAINT AND CLEANUP WILL BE INTERIOR. THE INTERIOR WILL BE GUTTED AND TRANSFORMED INTO SIX, TWO BEDROOM, TWO STORY TOWNHOMES THAT WILL BE RENTED.

Total Investment for real estate component of project:

Attach a detailed project cost estimate including, but not limited to:

- Purchase of real estate and improvements
- Site preparation
- Demolition
- Construction of new structures
- Infrastructure improvements

- Architecture & Engineering fees
- Development Fees
- Other fees or costs, when applicable
- General Contractor

- Determination of need for incentive

Please describe whether the project could move forward or not without the existence of the incentive.

NO

- Occupancy Information

Is this an owner-occupied, renter-occupied or mixed tenancy project?

- Owner-occupied
- Renter-occupied - X
- Mixed tenancy

Describe the intended or targeted market for this project. (I.e. household size, income levels, tenant mix, special needs, etc.)

TARGET TENENT IS A PROFESSIONAL SINGLE/COUPLE, WITH INCOME LEVELS IN THE \$30,000 AND UP BRACKETS. NO CHILDREN, NO SMOKING, NO PETS. NO SPECIAL NEEDS ARE ANTICIPATED.

If owner-occupied housing, identify the targeted sale price(s).

N/A

If renter-occupied, identify the targeted rental rate(s)

\$800.00 TO \$1200.00 PER UNIT

- Community Impact

Is this project part of a larger, comprehensive revitalization plan sponsored by local government planners and/or local economic development groups?

Yes: _____ No: X

If yes, please describe how the project is related to the plan and if the project is one of the first undertaken.

Does the project create environmental sustainable outcomes through green building concepts, location near mass transit, adaptive reuse of existing building or materials, etc.?

Yes: No:

If yes, explain:

NEAR BUSINESSES AND BUS STOPS. WE WILL ALSO BE REUSING / REPURPOSING BUILDING INTO APARTMENTS USING AS MUCH EXISTING MATERIALS AS THE PROJECT ALLOWS.

If applicable, will the building be LEED certified?

- No - X
- Yes

If yes, certification level: _____

Application completed by: GAYE WIKE-BECK

Project Role: BUILDING OWNER

Contact Information: 309-838-6213

Date Completed: 08-10-2014

In addition to the application, the following due diligence items should be submitted with the application.

- Documentation demonstrating ownership or control of subject property.
- Resumes for all development team members.
- Attach detailed project development budget.
- Project design and specifications.
- Documentation showing commitment of other financing.
- Attach pro forma outlining income and expenses.

Residential Incentive Scoring Sheet

Company Name: Mid-City Properties, LLC

Application Date: September, 2014

1. Economic need for tax abatement (Mandatory)

*"In analyzing the financial viability of the development, there does appear to be a financing gap. With a total development budget of \$847,274, a bank loan of \$750,000, the development does not yield enough cash flow to justify the \$97,274 in equity required to complete the project."
(NDC Memo)*

2. Project cost per unit.

Up to \$70,000	5 points
\$70,001 to \$90,000	10 points
\$90,001 to \$100,000	20 points
\$100,001 to \$120,000	30 points
\$120,000 +	40 points

3. Rehabilitation, reuse and/or expansion of existing structure(s). (If yes, 2 points)

4. Investment made in a targeted area such as the Downtown Central Business District, Enterprise Zone or highlighted sector on Economic Development Target Area Map, and in an appropriate location as determined by the Comprehensive Area Plan. (If yes, 2 points)

5. Project is appropriate and desirable for the area, (i.e. design, density, occupancy). (0-15 points)

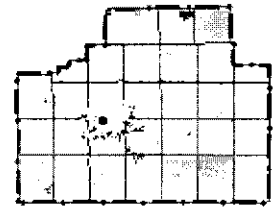


Residential Incentive Scoring Sheet

6. Owner occupied versus rental.			
Owner	10 points		5
Rental	5 points		
7. Intended tenant(s)/owner(s).			
21-50% of units for HH earning <80% AMI	5 points		5
>50% of units for HH earning <80% AMI	10 points		
8. Project is part of a larger, comprehensive revitalization plan sponsored by local government. (2 points)			2
9. Project includes environmental sustainable outcomes. (2 points)			2
Total points			73

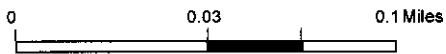
SCORING

<u>Score</u>	<u>Max. Length of Deduction</u>
10 or less points	1 year
11 to 20 points	2 years
21 to 30 points	3 years
31 to 40 points	4 years
41+	5 years



Legend

- Parcels
- Interstates
- US_Highways
- State_Highways
- County_Highways
- Minor_Arterial
- Major_Collector
- Minor_Collector
- Local_Road_Street
- Alleys
- Private_Streets
- Railroad
- County



1: 1,596

By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

Notes

Printed: 8/4/2015 2:01:12 PM

Assessment Data

[Ownership History](#)
 [Assessment History](#)
 [Permit History](#)
 [Property Characteristics](#)
[Picture](#)
[New Search](#)
[Home](#)

ID: **43 21-04-193-009**
 Name: **MIDCITY PROPERTIES LLC**
 Address 1:
 Address 2: **312 N MAIN**
 City, St., Zip: **BLOOMINGTON , IL , 61701**

Prop. Address	312-314 N MAIN		
Sale Date	2/4/1993	Adjustment	0
Sale Price	15000	Adj. Sales Price	15000
Updated	3/23/2015 2	Adj. Ratio	189.31
Use Code	C 0060	Flag	3
School Dis	087	Financing	1
Tax Code	4001	Sale Use	12
Current Tax Rate	0.0811422	Document	93/4098
Current EAV	47773	Deed	15/4327
NH	100	Previous SD	11/15/1989
Assmt Year	2014 S/A	Previous SP	92000
Land	10413	Previous Ratio	0
Farmland	0	Homestead	0
Building	37360	Senior	0
Farm Bldg	0	Frozen Amount	0
Total	47773	HIE	N/A 0
Permit Date	4/11/2012	Permit Number	M1200496
Permit Amount	35000	Permit For	UPGRADE FOR WOMENS BOUTIQUE
Comment	3/23/15-QC-Deed		
Reason for change	COMMERCIAL REVALUATION		
Legal	GRAY'S SUBN LOT 1 & 2 & E1/2 VAC ALLEY LYG W & ADJ & N1/2 VAC ALLEY LYG S & ADJ		

Reports

Residential Assessment Comparables ▼

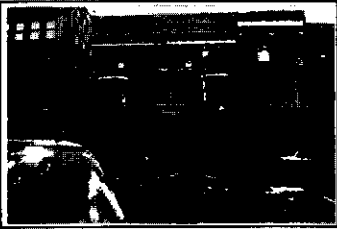
[Submit](#)

[View Current Tax Bill](#)

[View Map](#)

ID: 43 21-04-193-009
 Name: BECK, GAYE
 Address 1:
 Address 2: 312 N MAIN
 City, St., Zip: BLOOMINGTON , IL , 61701

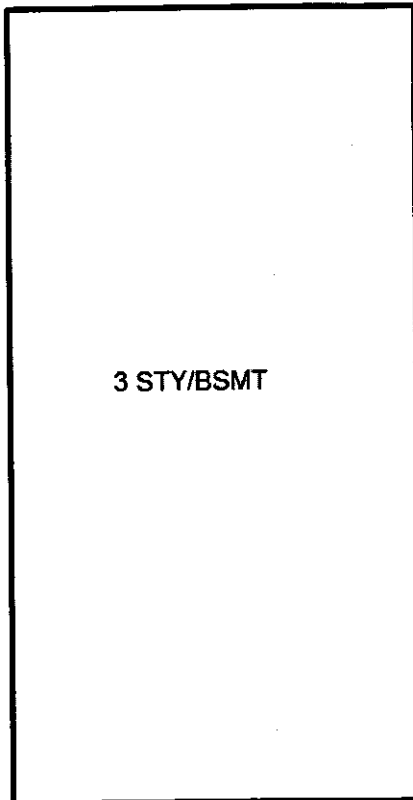
PROSPECTIVE VALUATION F/2015
VALUE ESTIMATE OF PROPOSED RENOVATION: \$525,000

312-314 N MAIN			
	2/4/1993		
	15000		15000
	3/5/1993 1		189.31
	C 0060		3
	087		1
	4001		12
	0.079845		93/4098
	\$47,773		N/A
	100		11/15/1989
	2015		92000
	\$10,413		0
	164,587		0
	\$175,000		N/A 0
	4/11/2012		M1200496
	35000		UPGRADE FOR WOMENS BOUTIQUE
	PROSPECTIVE VALUATION BASED ON PROPOSED RENOVATION OF SECOND AND THIRD FLOORS INTO COMMERCIAL RESIDENTIAL SPACE – CONVERT INTO 6 2 BR, 2 BA APARTMENTS. CURRENT VALUATION BASED ON NO ACTIVITY ON UPPER FLOORS.		
	CITY OF BLOOMINGTON / DISCUSSION OF POTENTIAL TAX BENEFITS FOR PROPERTY BASED ON RENOVATION. NOT TO BE USED BY ANY OTHER PERSON OR FOR ANY OTHER PURPOSE		
	GRAY'S SUBN LOT 1 & 2 & E1/2 VAC ALLEY LYG W & ADJ & N1/2 VAC ALLEY LYG S & ADJ		
			10/14/14
			Timothy A. Jorczak, AAS

PHOTO



CURRENT SKETCH



312-314 N. MAIN
TOTAL SF. USABLE 4140

RETAIL USE

CURRENT PRC

9/4/2013

COMMERCIAL PROPERTY RECORD CARD

www.assessor-blm.com

21-04-193-009		Property Use	Retail Store		Bldg No	1 of 1		
Foundation	Brick	Mezzanine	None	No Fixtures	13	GFSF	4140	
Frame	No Frame	Mezz SF	0	Const Quality	Average	GUA	4140	
Floor Stru	Wood Joist X 10	Int Walls	Wood Studs	Condition	Average	Gross Unusable	8280	
Roof	Rolled-Builtup	Ext Walls	Brick	Built	1905	No Fireplaces	0	
Roof Stru	Wood Truss	Ext Wall Area	10608	Eff Age	0	Pool	No	
Roof Insul	No	Int Finish	Drywall	Depreciation	55	Sprinkled	No	
Basement	Full/Part Finish	Floor Cov	Carpet	Obsolescence	Functional	% Finished	100	
SF Fin Bsmt	1100	Ceiling	Plaster	No Stories	3	OH Door Dim 1		
SF Crawl	0	Electrical	Rigid Conduit	Avg Ht	13	OH Door Dim 2		
SF Slab	0	Power Wire	No	Perimeter	272	OH Door Dim 3		
		Lighting	Flourescent	Wall Area	15.2	Door Size 1	0	
		Heating	Gas Forced Air	No Units	2	Door Size 2	0	
		Cooling	Evaporative	Unit Type	Shops	Door Size 3	0	
		Water	Central	Mixed BR		Elevator	N/A	
Appraiser Notes	8/19/13 TAJ: 314 portion of building is vacant and available for lease.						Elev Cap	0
	9/5/13 TAJ: Upper floors are old Mid State Hotel, in poor shape. Building is divided into two units with separated basements.						Water Det	1

10/14/14

COMMERCIAL PROPERTY RECORD CARD

www.assessor-blm.com

21-04-193-009

AKA

312-314 N MAIN

BECK, GAYE
312 N MAIN BLOOMINGTON IL 61701

Use Code	Tax Code	Tax Rate	Multiplier	School Dis	NH	Lot Front	Lot Depth	Lot Shape
C 0060	4001	0.079845	1	087	100	51	99	Rectangular

Assmt Year	Land	Farm Land	Building	Farm Bid	Total
2014 S/A	10413	0	37360	0	47773

Sale Date	Doc #	Sale Price	Ratio	Flag	Deed	Prev SD	Prev SP
02/04/93	93/4098	\$15,000	189.31	3		11/15/89	\$92,000

Assessment History Report

Assmt Year	Land	Building	Total
2014	10413	37360	47773
2013 S/A	10413	37360	47773
2013	10528	37772	48300
2012 S/A	10528	37328	47856
2012	10609	37614	48223
2011 S/A	10853	38480	49333
2011	10853	38480	49333
2010 S/A	10853	38480	49333
2010	10853	38480	49333
2009 S/A	10853	38480	49333

Legal
GRAYS SUBN LOT 1 & 2 & E 1/2 VAC ALLEY LYG W & ADJ & N 1/2 VAC ALLEY LYG S & ADJ

Zoning	NH	Lot FF	Lot Depth	Location	Lot Shape	Lot SF	Acres	Property Use	# Bldgs	
	B3	100	51	99	Interior	Rectangular	5005	0.1149	Retail Store	1
Parking		# Park Units	Paving	SF Paving						
	None	0	None	0						

Current Building Permit Information

04/11/12 M120049 35000 UPGRADE FOR WOMENS BOUTIQU

Comment

INCOME VALUATION APPROACH TO PROPOSED RENOVATIONS

LEASE COMPARABLES



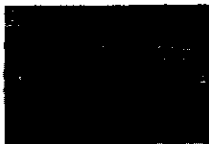
710 Eldorado
 Bloomington, IL
 Free Standing Building Retail Layout (Open) Office, Storage
 2 Restrooms

3,712 SF
 \$12 /SF/Year
 1 Space
 3,712 SF Bldg
 Free Standing Bldg



314 B N. Stillwell Snapshot
 Bloomington, IL
 Former Butternut Thrift Shop. Open space with loading area

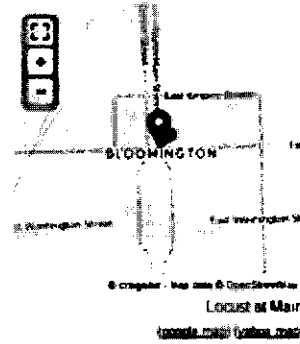
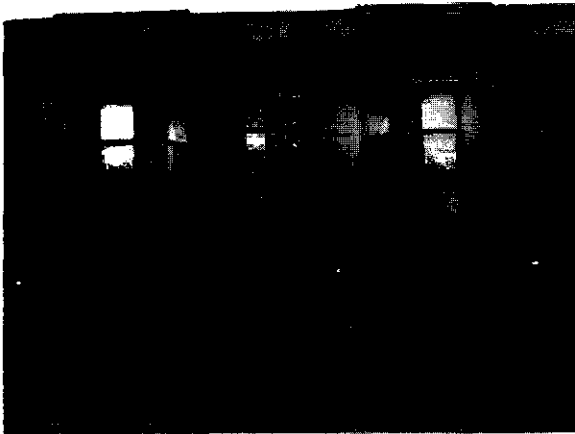
2,000 SF
 \$9.75 /SF/Year
 1 Space
 2,000 SF GLA
 Neighborhood Center



Kroger Shopping Center
 Bloomington, IL
 Former hardware store. adjacent to Krogers

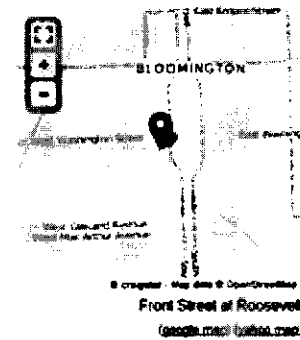
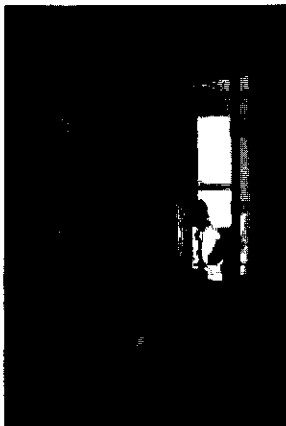
5,000 - 10,069 SF
 \$8 /SF/Year
 1 Space
 10,069 SF GLA
 Neighborhood Center

\$1300 / 3br - 2500ft² - Downtown Condo-Roommate needed



2BR / 2Ba 2800ft² condo
 Available Sep 01
 w/d in unit off-street parking

\$1000 / 2br - 1000ft² - Luxury 2 Bedroom Loft in Downtown Bloomington (Bloomington)



2BR / 1Ba 1000ft² loft
 w/d in unit off-street parking

RealtyRates.com INVESTMENT SURVEY - 1st Quarter 2014*						
RETAIL - FREE STANDING						
Item	Input					OAR
Spread Over 10-Year Treasury	0.76%	DCR Technique	1.8	0.046343	0.90	4.98
Debt Coverage Ratio	1.18	Band of Investment Technique				
Interest Rate	3.48%	Mortgage	90%	0.046343	0.041709	
Amortization	40	Equity	10%	0.079766	0.007976	
Mortgage Constant	0.046343	OAR				4.97
Loan-to-Value Ratio	90%	Stripped Rates				6.13
Equity Dividend Rate	7.98%					
Spread Over 10-Year Treasury	5.23%	DCR Technique	1.83	0.127607	0.60	13.97
Debt Coverage Ratio	1.83	Band of Investment Technique				
Interest Rate	9.82%	Mortgage	60%	0.127607	0.076564	
Amortization	16	Equity	40%	0.172724	0.069090	
Mortgage Constant	0.127607	OAR				14.57
Loan-to-Value Ratio	60%	Stripped Rates				13.93
Equity Dividend Rate	17.27%					
Spread Over 10-Year Treasury	2.99%	DCR Technique	1.50	0.072185	0.75	8.18
Debt Coverage Ratio	1.50	Band of Investment Technique				
Interest Rate	5.71%	Mortgage	75%	0.072185	0.054138	
Amortization	28	Equity	25%	0.121592	0.030398	
Mortgage Constant	0.072185	OAR				8.45
Loan-to-Value Ratio	75%	Stripped Rates				10.78
Equity Dividend Rate	12.16%					

*1st Quarter 2013 Data

Copyright 2014 RealtyRates.com™

Capitalization Rate Tools

Mortgage Equity Analysis						
Mortgage Constant**		Loan Ratio		Contributions		
0.127634	x	60.0%		=		7.66%
Equity Yield Rate		Equity Ratio				
17.27%	x	40%		=		6.91%
						14.57%
Less Equity Buildup:						
Loan ratio x percent paid off* x sinking fund factor (SFF)						
60.0%	x	87.89%	x	0.02080	=	-1.10%
Adjustment for Depreciation or Appreciation:						
Plus depreciation (or minus appreciation) x SFF						
		-50.0%	x	0.02080	=	-1.04%
						Capitalization Rate = 12.43%

Debt Coverage Ratio Analysis						
Debt Coverage Ratio x Loan to Value Ratio x Mortgage Constant***						
1.83	x	60.0%	x	0.12763	=	0.14014
						Capitalization Rate = 14.01%

* Investment Holding Period:	14		
*** Mortgage Constant Variables:	Rate: 9.82%	Term: 15	

Valuation Analysis

Prepared By: Michael Ireland
Analysis Date: 01/01/14
Property Address: 314-316 N. Main St.
Square Foot Area: 12,420

Unit	Income	Calculation Method	# Units or SF Size	Annual	% of PGI
Retail Space 1	\$10.00	\$/SF	2,520	\$25,200	19.7%
Retail Space 2	\$10.00	\$/SF	1,620	\$16,200	12.7%
2 BR - 2 BA Apartments	\$1,200.00	\$/Mo.	6	\$86,400	67.6%

Potential Gross Income (PGI):			\$127,800	100.0%
Vacancy and Collection Loss:	15.00%		\$19,170	
Other Income:				
Effective Gross Income (EGI):			\$108,630	85.0%

Expenses	Amount \$ or %	Calculation Method	Annual	\$/SF
Estimated Expenses:	40%	% of EGI	\$43,452	\$3.50

Expense ratio blended to reflect difference between apartment (50%) and Retail (30%).

Vacancy and collection loss reflects blended rate between retail (20%) and apartment (5%).

Total Expenses:	\$43,452	\$3.50
Expense Ratio (Expenses/EGI):	40.0%	
Reimbursable Expenses:		

Net Operating Income (NOI):	\$65,178	\$5.25
Capitalization Rate:	12.50%	
Value:	\$521,424	\$41.98
Rounded:	\$525,000	\$42.27

EQUITY

	Subject	Equity Comp 1	Equity Comp 2	Equity Comp 3	Equity Comp 4
Parcel ID	21-04-193-009	21-04-178-012	21-04-178-005	21-04-183-009	21-04-189-011
Address	312-314 N MAIN	608 N MAIN	626 N MAIN	513 N MAIN	401 N MAIN
Property Use	Retail Store	Restaurant/Tavern	Retail Store	Mixed	Mixed
Zoning	B3	B3	B3	B3	B3
Frame	No Frame	No Frame	No Frame	No Frame	No Frame
# Units	8	2	1	4	3
# Stories	3	2	1	3	3
GUA	12420	3344	2614	12408	3932
Unit Type	2 Bedroom	2 Bedroom	N/A	1 Bedroom	2 Bedroom
Land AV	\$10,413	\$4,814	\$17,326	\$11,285	\$6,259
Bldg AV	\$164,587	\$50,919	\$25,151	\$142,129	\$35,212
Bldg AV*3/SF	\$39.76	\$45.68	\$28.86	\$34.36	\$26.87
Total AV*3/SF	\$42.27	\$50.00	\$48.75	\$37.09	\$31.64

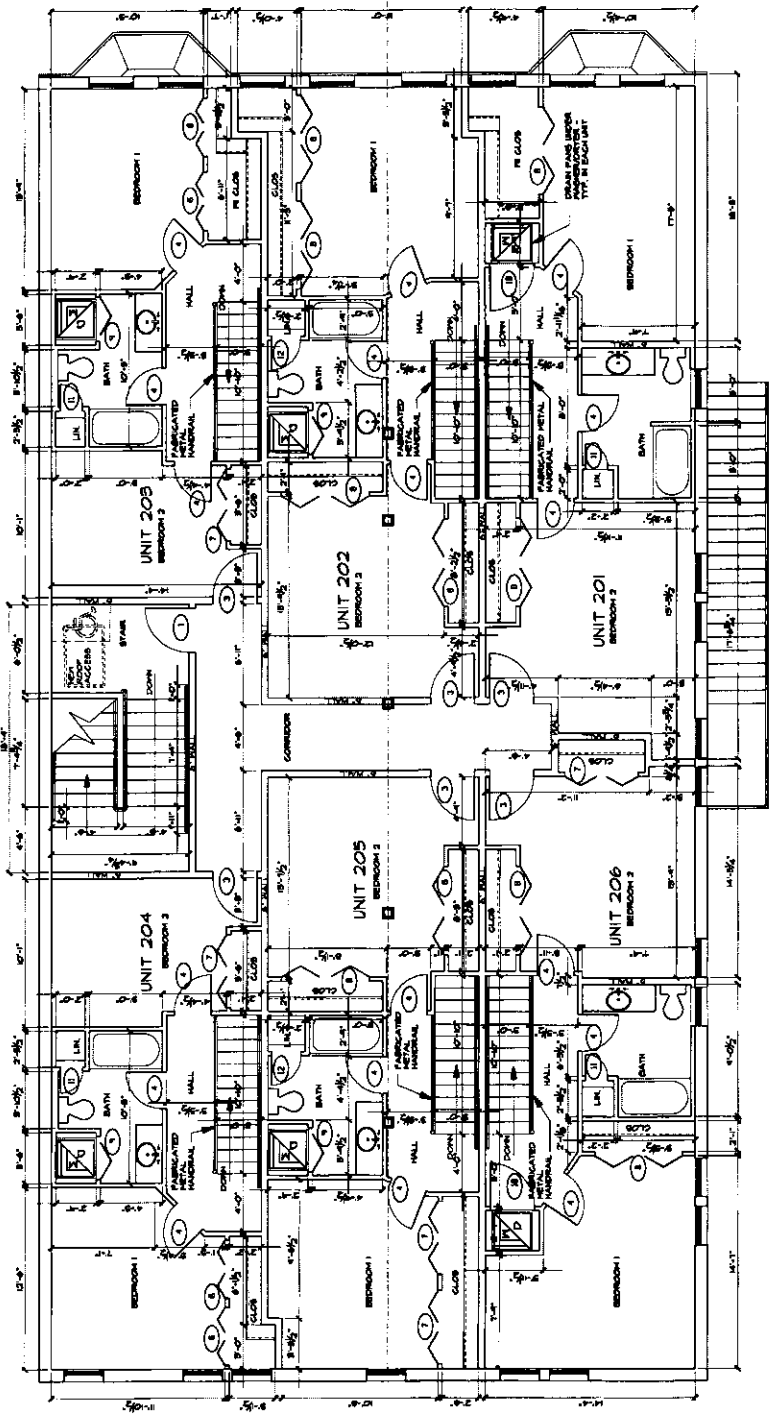


GARY BONNELL, ARCHITECT
 18205 N. 3300 East Road
 Chicago, ILLINOIS 60728-9634
 PHONE (708) 628-1871
 EMAIL: gbonnell@earthlink.com



PHOENIX MID CITY LOFTS
 316 N MAIN ST
 BLOOMINGTON, IL 61701

DATE:	
REVISIONS:	
REVIEWED BY:	
DRAWN BY:	
SHEET:	A-2



THIRD FLOOR - BEDROOMS AND BATHS
 SCALE: 1/4" = 1'-0"



**City of Bloomington Office of Economic Development
Property Tax Abatement Calculations
Project: Redevelopment of 312 & 314 North Main by Mid-City Properties, LLC
July 31, 2015**

City of Bloomington Township Assessor's Final Value Estimate: \$525,000.00
Equalized Assessed Value (1/3 of Final Value): \$174,982.50

Property Tax Estimates

	2014 EAV	Post Development
Property Equalized Assessed Valuation	\$47,773.00	\$174,982.50

Property Tax	2014 Tax Rate	Existing Collection	Post Development
McLean County	0.90133	\$430.59	\$1,577.17
City of Bloomington Township	0.12541	\$59.91	\$219.45
City of Bloomington	1.06782	\$510.13	\$1,868.50
B-N Water Reclamation District	0.17216	\$82.25	\$301.25
Bloomington-Normal Airport Authority	0.13655	\$65.23	\$238.94
District 87 Schools	4.95303	\$2,366.21	\$8,666.94
City of Bloomington Library	0.25323	\$120.98	\$443.11
Heartland Community College District 540	0.50469	\$241.11	\$883.12
TOTALS	8.11422	\$3,876.41	\$14,198.47
Newly Created Annual Increment:			\$10,322.06

City of Bloomington Office of Economic Development
Project: Redevelopment of 312 & 314 North Main by Mid-City Properties, LLC
Property Tax Abatement Calculations
July 31, 2015

Property Equalized Assessed Valuation	Existing EAV	Post Development
	\$47,773.00	\$174,982.50

Property Tax Summary

Taxing Body	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax (Base + Increment)	Tax Rate	Taxing Body Percentage Of Total Tax Bill
McLean County	\$430.59	\$1,146.58	\$1,577.17	0.90133	11.11%
City of Bloomington Township	\$59.91	\$159.53	\$219.45	0.12541	1.55%
City of Bloomington	\$510.13	\$1,358.37	\$1,868.50	1.06782	13.16%
B-N Water Reclamation Dist	\$82.25	\$219.00	\$301.25	0.17216	2.12%
BLM-NRM Airport Auth	\$65.23	\$173.70	\$238.94	0.13655	1.68%
CUSD 87 Bloomington	\$2,366.21	\$6,300.72	\$8,666.94	4.95303	61.04%
City of Bloomington Library	\$170.98	\$322.13	\$493.11	0.25323	3.12%
Heartland Community College	\$241.11	\$642.01	\$883.12	0.50469	6.22%
Total	\$3,876.41	\$10,322.06	\$14,198.47		
Over 5 Year Incentive Period	\$19,382.03	\$51,610.29	\$70,992.33		

87

Abatement to Developer

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax (Base + Increment)	Percentage Abatement of Increment	Percentage Abatement
1	\$3,876.41	\$10,322.06	\$14,198.47	99.19%	\$10,238.45
2	\$3,876.41	\$10,322.06	\$14,198.47	98.42%	\$10,158.97
3	\$3,876.41	\$10,322.06	\$14,198.47	97.64%	\$10,078.46
4	\$3,876.41	\$10,322.06	\$14,198.47	96.84%	\$9,995.88
5	\$3,876.41	\$10,322.06	\$14,198.47	96.03%	\$9,912.27
TOTALS	\$19,382.03	\$51,610.29	\$70,992.33		\$50,384.03

Property Tax Paid To The Taxing Bodies

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)
1	\$3,876.41	\$10,322.06	\$14,198.47
2	\$3,876.41	\$10,322.06	\$14,198.47
3	\$3,876.41	\$10,322.06	\$14,198.47
4	\$3,876.41	\$10,322.06	\$14,198.47
5	\$3,876.41	\$10,322.06	\$14,198.47
5 YEAR GRAND TOTALS	\$19,382.03	\$51,610.29	\$70,992.33

McLean County

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$430.59	\$1,146.58	\$1,577.17	99.19%	\$1,137.29	\$439.88
2	\$430.59	\$1,146.58	\$1,577.17	98.42%	\$1,128.46	\$448.71
3	\$430.59	\$1,146.58	\$1,577.17	97.64%	\$1,119.52	\$457.65
4	\$430.59	\$1,146.58	\$1,577.17	96.84%	\$1,110.35	\$466.82
5	\$430.59	\$1,146.58	\$1,577.17	96.03%	\$1,101.06	\$476.11
TOTALS	\$2,152.96	\$5,732.89	\$7,885.85		\$5,596.67	\$2,289.18

City of Bloomington Township

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$59.91	\$159.53	\$219.45	99.19%	\$158.24	\$61.20
2	\$59.91	\$159.53	\$219.45	98.42%	\$157.01	\$62.43
3	\$59.91	\$159.53	\$219.45	97.64%	\$155.77	\$63.68
4	\$59.91	\$159.53	\$219.45	96.84%	\$154.49	\$64.95
5	\$59.91	\$159.53	\$219.45	96.03%	\$153.20	\$66.25
TOTALS	\$299.56	\$797.67	\$1,097.23		\$778.71	\$318.51

City of Bloomington

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$510.13	\$1,358.37	\$1,868.50	99.19%	\$1,347.37	\$521.13
2	\$510.13	\$1,358.37	\$1,868.50	98.42%	\$1,336.91	\$531.59
3	\$510.13	\$1,358.37	\$1,868.50	97.64%	\$1,326.31	\$542.19
4	\$510.13	\$1,358.37	\$1,868.50	96.84%	\$1,315.44	\$553.05
5	\$510.13	\$1,358.37	\$1,868.50	96.03%	\$1,304.44	\$564.06
TOTALS	\$2,550.65	\$6,791.84	\$9,342.49		\$6,630.47	\$2,712.02

B-N Water Reclamation District

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$82.25	\$219.00	\$301.25	99.19%	\$217.23	\$84.02
2	\$82.25	\$219.00	\$301.25	98.42%	\$215.54	\$85.71
3	\$82.25	\$219.00	\$301.25	97.64%	\$213.84	\$87.41
4	\$82.25	\$219.00	\$301.25	96.84%	\$212.08	\$89.17
5	\$82.25	\$219.00	\$301.25	96.03%	\$210.31	\$90.94
TOTALS	\$411.23	\$1,095.02	\$1,506.25		\$1,069.00	\$437.25

BLM-NRM Airport Authority

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$65.23	\$173.70	\$238.94	99.19%	\$172.30	\$66.64
2	\$65.23	\$173.70	\$238.94	98.42%	\$170.96	\$67.98
3	\$65.23	\$173.70	\$238.94	97.64%	\$169.61	\$69.33
4	\$65.23	\$173.70	\$238.94	96.84%	\$168.22	\$70.72
5	\$65.23	\$173.70	\$238.94	96.03%	\$166.81	\$72.13
TOTALS	\$326.17	\$888.52	\$1,194.69		\$847.89	\$346.81

CUSD 87 Bloomington

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$2,366.21	\$6,300.72	\$8,666.94	99.19%	\$6,249.69	\$2,417.25
2	\$2,366.21	\$6,300.72	\$8,666.94	98.42%	\$6,201.17	\$2,465.76
3	\$2,366.21	\$6,300.72	\$8,666.94	97.64%	\$6,152.03	\$2,514.91
4	\$2,366.21	\$6,300.72	\$8,666.94	96.84%	\$6,101.62	\$2,565.31
5	\$2,366.21	\$6,300.72	\$8,666.94	96.03%	\$6,050.59	\$2,616.35
TOTALS	\$11,831.06	\$31,503.62	\$43,334.68		\$30,755.10	\$12,579.58

C of Bloomington Library

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$120.98	\$322.13	\$443.11	99.19%	\$319.52	\$123.58
2	\$120.98	\$322.13	\$443.11	98.42%	\$317.04	\$126.07
3	\$120.98	\$322.13	\$443.11	97.64%	\$314.53	\$128.58
4	\$120.98	\$322.13	\$443.11	96.84%	\$311.95	\$131.15
5	\$120.98	\$322.13	\$443.11	96.03%	\$309.34	\$133.76
TOTALS	\$604.88	\$1,610.66	\$2,215.54		\$1,572.39	\$643.15

Heartland Community College

Year	Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$241.11	\$642.01	\$883.12	99.19%	\$636.81	\$246.31
2	\$241.11	\$642.01	\$883.12	98.42%	\$631.87	\$251.25
3	\$241.11	\$642.01	\$883.12	97.64%	\$626.86	\$256.26
4	\$241.11	\$642.01	\$883.12	96.84%	\$621.73	\$261.39
5	\$241.11	\$642.01	\$883.12	96.03%	\$616.53	\$266.59
TOTALS	\$1,205.53	\$3,210.07	\$4,415.60		\$3,133.80	\$1,281.80

Resolution No. _____

**A RESOLUTION OF THE COUNTY OF MCLEAN, ILLINOIS,
CONDITIONALLY AND PARTIALLY ABATING COUNTY PROPERTY TAX FOR
MID-CITY PROPERTIES, LLC**

WHEREAS, the County of McLean, Illinois (the "*County*") a body politic organized and existing under the laws of the State of Illinois with full power and authority to perform any function pertaining to its government and affairs; and,

WHEREAS, tax abatement is a tool often used as an incentive to induce business retention, business expansion and new development resulting in community revitalization; and;

WHEREAS, the promise of financial assistance can make the difference in a developer's decision regarding the location of a project or the eagerness to expand or initiate a project; and,

WHEREAS, Mid-City Properties, LLC, an Illinois limited liability company (the "*Developer*") has requested real estate tax abatements on the part of the local taxing districts in order to undertake the renovation of a portion of certain property which has been vacant for many years by constructing a multi-unit rental property with six (6) residential units above two (2) existing ground floor commercial spaces (the "*Project*") on property commonly known as 312 and 314 North Main Street (the "*Subject Property*") which is located in the area known as "Downtown Bloomington"; and,

WHEREAS, the Developer has advised the County that without the real estate tax abatements as requested, this undertaking will not be economically viable; and,

WHEREAS, all parties believe the economic development impact of this proposed project will ultimately be advantageous to the community as a whole due to the

capital investment by the Developer and the resulting job opportunity, neighborhood revitalization, and the increase in the tax base of all of the taxing districts; and,

WHEREAS, the current equalized assessed value of the Subject Property is described in *Exhibit A* attached hereto; and,

WHEREAS, Article 18 of the Illinois Revenue Code, 35 ILCS 200/18-165(a), provides that:

“Any taxing district upon a majority vote of its governing authority may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

(1) *Commercial and industrial.*

(A) The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of ten (10) years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]”

WHEREAS, the Developer has estimated that the Project shall require an investment of \$847,000.00, to undertake and complete the Project; and,

WHEREAS, the Developer has requested that the County grant its request for a real estate tax abatement as permitted by Illinois law, provided that the Developer satisfy all of the terms and conditions as set forth in the Tax Abatement Agreement attached hereto and made a part hereof (the “*Agreement*”); and,

WHEREAS, the County is willing to grant such real estate tax abatement to the Developer in accordance with the terms and conditions set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the County Board of McLean County, Illinois, as follows:

Section 1. The Tax Abatement Agreement by and between the County and Mid-City Properties, LLC, an Illinois limited liability company, in the form attached hereto, is hereby approved and the County Board Chairman is hereby authorized and directed to execute said Agreement on behalf of the County.

Section 2. The McLean County Clerk is hereby ordered to abate that portion of real estate taxes levied by the County against the Subject Property as follows:

1. For real estate taxes payable in the year 2019, the portion levied by the County over and above \$439.88
2. For real estate taxes payable in the year 2020, the portion levied by the County over and above \$448.71
3. For real estate taxes payable in the year 2021, the portion levied by the County over and above \$457.65
4. For real estate taxes payable in the year 2022, the portion levied by the County over and above \$466.82
5. For real estate taxes payable in the year 2023, the portion levied by the County over and above \$476.11

subject, however, to cancellation and termination upon written notice from the City Clerk of a default by the Developer under the Tax Abatement Agreement.

Section 3. The real estate tax abatement provided in Section Two shall terminate immediately upon written notice from the County Clerk that, at any time after April 1, 2017, a default has occurred on the part of the Developer which has not been cured.

Section 4. Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

Section 5. This Resolution shall be in full force and effect upon its passage, approval, and publication as provided by law.

ADOPTED by the McLean County Board, this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Matt Sorensen, Chairman
McLean County Board

Attest:

Kathy Michael, Clerk of the County Board
McLean County, Illinois

Exhibit A

Current equalized assessed value of 312 and 314 North Main Street						
Parcel ID	Assessment Year	Land	Farm Land	Building	Farm Building	Total
21-04-193-009	2014	\$10,413	\$0	\$37,360	\$0	\$47,773

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (the "*Agreement*") is made this ____ day of _____, 2015, between the County of McLean, Illinois, (the "*County*") and Mid-City Properties, LLC (the "*Developer*"), an Illinois limited liability company of Bloomington, Illinois.

WHEREAS, the County of McLean, Illinois (the "*County*") a body politic organized and existing under the laws of the State of Illinois with full power and authority to perform any function pertaining to its government and affairs; and,

WHEREAS, tax abatement is a tool often used as an incentive to induce business retention, business expansion and new development resulting in community revitalization; and;

WHEREAS, the promise of financial assistance can make the difference in a developer's decision regarding the location of a project or the eagerness to expand or initiate a project; and,

WHEREAS, Mid-City Properties, LLC, an Illinois limited liability company (the "*Developer*") has requested real estate tax abatements on the part of the local taxing districts in order to undertake the renovation of a portion of certain property which has been vacant for many years by constructing a multi-unit rental property with six (6) residential units above two (2) existing ground floor commercial spaces (the "*Project*") on property commonly known as 312 and 314 North Main Street (the "*Subject Property*") which is located in the area known as "Downtown Bloomington"; and,

WHEREAS, the Developer has advised the County that without the real estate tax abatements as requested, this undertaking will not be economically viable; and,

WHEREAS, all parties believe the economic development impact of this proposed project will ultimately be advantageous to the community as a whole due to the capital investment by the Developer and the resulting job opportunity, neighborhood revitalization, and the increase in the tax base of all of the taxing districts; and,

WHEREAS, the current equalized assessed value of the Subject Property is described in *Exhibit A* attached hereto; and,

WHEREAS, the Subject Property is identified as tax parcel 21-04-193-009 (the “*Tax Parcel*”), which is .115 acres in size; and,

WHEREAS, for purposes of this Agreement, the “Base EAV” of the Subject Property will be deemed to be the 2014 assessed value of the Tax Parcel; and,

WHEREAS, Article 18 of the Illinois Revenue Code, 35 ILCS 200/18-165(a), provides that:

“Any taxing district upon a majority vote of its governing authority may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

Commercial and industrial.

The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of ten (10) years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]”

WHEREAS, the Developer has estimated that the Project shall require \$847,000.00 of investment, including the cost of acquisition, to undertake and complete the Project; and,

WHEREAS, the Developer has requested that the County grant its request for a real estate tax abatement as permitted by Illinois law, provided that the Developer satisfy

all of the terms and conditions as set forth in the Tax Abatement Agreement attached hereto and made a part hereof (the “*Agreement*”); and,

WHEREAS, the County is willing to grant such real estate tax abatement to the Developer in accordance with the terms and conditions set forth in the Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings herein contained and other valuable consideration, the parties hereby agree as follows:

Section 1. The County hereby agrees to adopt a Resolution, in the form attached hereto as *Exhibit A* (the “*Resolution*”), directing the County Clerk to abate that portion of the real estate taxes levied by the County against the Subject Property as follows:

1. For real estate taxes payable in the year 2019, the portion levied by the County over and above \$439.88
2. For real estate taxes payable in the year 2020, the portion levied by the County over and above \$448.71
3. For real estate taxes payable in the year 2021, the portion levied by the County over and above \$457.65
4. For real estate taxes payable in the year 2022, the portion levied by the County over and above \$466.82
5. For real estate taxes payable in the year 2023, the portion levied by the County over and above \$476.11

Said abatement shall be for a period of five (5) years, as stated in the Resolution. The County agrees to adopt and file any other documents that may be required from time to time to effectuate said abatements, including (*if necessary*) annual abatement resolutions.

Section 2. The Developer hereby agrees, on or before March 1, 2017, to construct the Project, being six (6) new residential units above two (2) existing ground floor commercial spaces for a total investment of no less than \$847,000.00.

Section 3. The Developer hereby covenants and agrees to submit to the City of Bloomington on or before April 1, 2017, the following items, to-wit: paid invoices (including statements at least monthly for development and general contractor fees), bills, contracts (including the agreement of the parties relative to acquisition of the Subject Property), lien waivers or other evidence as may be requested by the City to demonstrate an investment of no less than \$847,000.00 to complete the Project.

Section 4. This Agreement is subject to termination by the County after sixty (60) days written notice at any time during the term of this Agreement:

1. The Developer has failed to demonstrate that it has invested at least \$847,000.00 for improvements related to the Subject Property, including, without limitation, acquisition costs, site work, building construction, costs and fees, and equipment (purchased and installed).
2. The Developer has failed to complete the Project on or before March 1, 2017.

Section 5. The Developer covenants and agrees, warrants and represents that it shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to the Subject Property.

Section 6. For so long as this Agreement shall remain in full force and effect, the Developer agrees to provide access to and authorize inspection of the Subject Property upon request of the City of Bloomington to ensure that the improvements are made according to the specifications and conditions of this Agreement.

Section 7. In the event this Agreement is terminated due to the Developer's breach of any provision of this Agreement, then all taxes abated by the County pursuant to this Agreement shall be repaid to the County within thirty (30) days of County's request therefore. Additionally, the County shall direct the County Clerk not abate any of the County's levy of property taxes of the Subject Property.

Section 8. The County may extend the date set forth in *Section 4-2* of this Agreement, if the Developer reasonably demonstrates the necessity for any such extension(s).

Section 9. The Agreement constitutes the entire contract between the parties hereto, and no oral statements or promises and no understanding not embodied in this writing shall be valid or binding. Any modification of this Agreement shall be in writing and executed with the same formality as this Agreement.

Section 10. This Agreement shall be governed by the laws of the State of Illinois. It is agreed by the parties that if any party commences suit, action or any other legal proceeding against the other, the venue shall be the Circuit Court of McLean County, Illinois. Each prevailing party in such suit, action, or proceeding has a right to recover from any adverse party, its attorney's fees, court costs, and other costs of litigation.

Section 11. Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

Section 12. Any notice required under this Agreement shall be given to the respective parties as follows:

To the Developer:

Mid-City Properties, LLC
Attn: Gaye Beck
312 N Main Street
Bloomington, Illinois 61701

To the County:

County of McLean
Attn: Hannah Eisner, Assistant County Administrator
115 East Washington Street, Room 401
Bloomington, Illinois 61701

To the City:

City of Bloomington
Attn: Austin Grammer, Economic Development Coordinator
109 East Olive Street
Bloomington, Illinois 61702

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

County of McLean, Illinois, a body politic

By: _____
Matt Sorensen, Chairman

Attest:

Kathy Michael, Clerk of the County Board

Date

Mid-City Properties, LLC, an Illinois limited liability company

By: _____

Attest:

Date

Members Owens and Cavallini moved the County Board approve a Request for Approval of Tax Abatement Agreement between the County of McLean, Illinois and Mid-City Properties, LLC - Administration. Clerk Michael shows a voice vote, the motion passed with Members Erickson, Wendt and Metsker opposing. Motion carried.

FINANCE COMMITTEE:
Member Owens, presented the following:



McLean County Board AGENDA ITEM NO. ????

For the McLean County Board: October XX, 2015

SUBJECT: Consideration of approving a Property Tax Abatement Incentive for the redevelopment of 407-409 West Washington Street.

RECOMMENDATION/MOTION: That the resolution for a proposed property tax abatement agreement for the redevelopment of 407-409 West Washington Street by Haney Plumbing & Rental be approved and authorize the County Board Chairman and County Clerk to execute the necessary documents.

CITY OF BLOOMINGTON STRATEGIC PLAN LINK: Goal 3: Grow the Local Economy; Goal 4: Strong Neighborhoods; Goal 5: Great Place – Livable, Sustainable City; Goal 6: Prosperous Downtown Bloomington.

CITY OF BLOOMINGTON STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; 3c. Revitalization of older commercial homes. Objective 4b. Upgraded quality of older housing stock; 4c. Preservation of property/home valuations. Objective 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; 5e. More attractive city: commercial areas and neighborhoods. Objective 6a. More beautiful, clean Downtown area; 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; 6c. Downtown becoming a community and regional destination; 6e. Preservation of historic buildings.

BACKGROUND & OVERVIEW: A property tax abatement agreement for the redevelopment of 407-409 West Washington Street by Haney Plumbing & Rental was approved by the Bloomington City Council at its January 27, 2014 meeting. The redevelopment project commenced shortly thereafter and concluded as required by the City’s agreement with the developer in April of 2015. The City’s property tax abatement agreement required a minimum documented investment of \$970,632. Based on receipts provided to City staff by the developer, the actual redevelopment investment totaled \$1,234,143.76. This represents an additional \$263,511.76 investment in the subject property above and beyond what the developer originally proposed and planned.

Back in 2013, before undertaking the project, the developer met with City staff and a representative of the National Development Council to review the financial details of the proposed project. A financing gap was identified during the review of the project’s proforma: the NDC analysis concluded that the project could only be financially feasible if the property taxes for the subject property were capped at \$4,000.00 for five years after the redevelopment project concluded. The developer undertook the project after the City Council approved the abatement of its portion of the property tax bill with the understanding that City staff (on behalf of the developer) would seek abatement from the other taxing bodies of the remaining portion of the

property tax bill. Unfortunately, due to staffing changes at the City, this process was not initiated as originally planned.

The Office of City of Bloomington Township Assessor will be completing its post renovation assessment of the subject property later this year and the new full assessed value will be reflected in the 2016 property tax bill payable by the developer in the year 2017. Therefore, all of the taxing bodies still have time to approve the abatement as originally anticipated by the developer.

On August 24, 2015 the Bloomington City Council approved a revised property tax abatement resolution and agreement to correct a small error in the documents that were approved by the Council on January 27, 2014. It is the intention of City staff to present the proposed abatement to the other taxing bodies at this time. The full detail of the incentive application and property tax abatement incentive that was compiled in January 2014 is included in the attached packet.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In addition to appropriate City Department Heads and representatives from Public Works, PACE, Finance, Fire, Water and Police all having received the information and been invited to a comprehensive discussion on the application, the National Development Council, Downtown Bloomington Association, and Assessor for the City of Bloomington Township have been partners throughout the incentive application process. In addition to conducting informal meetings and communications with the aforementioned entities, the property tax abatement agreement will also be considered by the following committee and boards: McLean County Finance Committee, District 87 School Board, Bloomington Normal Airport Authority Board, McLean County Board, Heartland Community College Board, Bloomington, Public Library, City of Bloomington Township Board, and the Bloomington Normal Water Reclamation District Board.

FINANCIAL IMPACT – PROPERTY TAX ABATEMENT: According to the National Development Council, which conducted a full financial analysis of the developer and the project in question (including a three year review of personal and business financial statements), this incentive is necessary to make the project financially viable. As proposed, this arrangement serves to strengthen the project's financial position by filling the identified financial gap.

As structured (based on 2012/2013 Tax Year Data), the proposed five year property tax abatement agreement protects the taxing bodies by guaranteeing that they will collect the existing pre-project level of property taxes (estimated to be \$7,818.85) *plus* an additional increment equal to \$12,181.15 over the five year term of the proposed abatement agreement (\$20,000.00 total).

City staff believes the proposed property tax abatement is worthy of consideration by the McLean County Board. But for the proposed property tax abatement, this renovation project would not have taken place.

Respectfully submitted for consideration by the McLean County Board.

Prepared by:
Austin Grammer
City of Bloomington Economic Development Coordinator

Recommended by:

Bill Wasson
County Administrator

Attachments:

- Proposed Property Tax Abatement Resolution
- Proposed Property Tax Abatement Agreement
- Property Tax Abatement Incentive Packet

Motion: That the resolution for a proposed property tax abatement agreement for the redevelopment of 407-409 West Washington by Haney Plumbing & Rental be approved and authorize the County Board Chairman and County Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other

ECONOMIC DEVELOPMENT

INCENTIVE APPLICATION

JOE & RUTH HANEY

407-409 WEST WASHINGTON

BLOOMINGTON

TABLE OF CONTENTS

INCENTIVE APPLICATION

Staff memo & summary findings.....	3
Scoring sheet.....	9
NDC memo & summary of findings.....	11
Application.....	13
Project map.....	19
Project historic rendering.....	20
Project photo	21
Floor plans.....	22
Sworn statement.....	25
Proof of ownership.....	26
Letter from financial institution.....	27
Tax assessor memo.....	28
Parcel information.....	34
Financial worksheets without tax abatement.....	36
Financial worksheets with tax abatement.....	40
Tax abatement agreement.....	46
Tab abatement resolution.....	52

FOR COUNCIL: TBD

SUBJECT: Haney Plumbing & Rental Property Tax Abatement

RECOMMENDATION/MOTION: That the proposed property tax abatement be approved, the Agreement executed and the Resolution adopted.

STRATEGIC PLAN LINK: Goal 6: Prosperous Downtown Bloomington, Goal 4: Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: Goal 6: Prosperous Downtown Bloomington; 6.a: More beautiful, clean Downtown area; 6.b: Downtown Vision and Plan used to guide development, redevelopment and investments; 6.c: Downtown becoming a community and regional destination; 6.d: Healthy adjacent neighborhoods linked to Downtown; 6.e: Preservation of historic buildings. Goal 4: Grow the Local Economy; 4.a: Retention and growth of current local businesses; 4.b: Attraction of new targeted businesses that are the “right” fit for Bloomington; 4.c: Revitalization of older commercial homes; 4.d: Expanded retail businesses; 4.e: Strong working relationship among the City, businesses & economic development organizations

BACKGROUND: Haney Plumbing & Rental is a local company with nearly 40 years of experience in McLean County, 10 of which have included Downtown Bloomington. The project in question would rehabilitate an existing structure located at 407 409 West Washington in Downtown Bloomington.

This project would serve two primary functions. First, it would serve as a 6-unit residential apartment building for current and prospective residents of the Downtown community; a use that is currently in high demand as rental occupancy sits at 100% (DBA) and businesses are increasing the number of short-term employees working in the Downtown area. Secondly, the project site would serve to provide 1600 square feet of enhanced commercial space.

In all, this revitalization project would invest a minimum of \$970,000 into taxable property in Bloomington and would serve to revitalize an existing structure in the Downtown community, an area highlighted on the Economic Development Target Area Map. In addition to the rehabilitation of an existing structure in a focus area of our community, a few elements of particular interest in regards to this project include its compatible design and occupancy, a synergy with the concepts outlined in the forthcoming Downtown Plan and a focus on environmentally sustainable outcomes.

In order to make the project financially feasible and thus complete the renovation, Haney Plumbing & Rental is requesting a freeze on real estate taxes owed on the site in question. The freeze, if approved by the taxing bodies, would allow Haney Plumbing & Rental to pay a portion of the new increment of property tax during each of the five (5) years while the company invests

into the site. After the period of five (5) years is over, the company's taxes will rise to take into account the full value of the new investment. At that point, all taxing bodies would begin to collect the full amount of post-investment taxes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In addition to appropriate City Department Heads and representatives from Public Works, PACE, Finance, Fire, Water and Police all having received the information and been invited to a comprehensive discussion on the application, the National Development Council, Economic Development Council for the Bloomington-Normal Area, Downtown Bloomington Association, Assessor for the Town of the City of Bloomington have been partners throughout the incentive application process. In addition to conducting informal meetings and communications with the aforementioned entities, the tax abatement agreement may also be considered by the following committee and boards:

COMMITTEE/BOARD	
	BLOOMINGTON CITY COUNCIL
	MCCLEANS COUNTY FINANCE COMMITTEE
	DISTRICT 7 SCHOOL BOARD
	BLOOMINGTON HARVARD UNIVERSITY DISTRICT BOARD
	MCCLEANS COUNTY BOARD OF SUPERVISORS
	HEARTLAND COMMUNITY COLLEGE BOARD
	BLOOMINGTON PUBLIC UTILITIES BOARD
	INDIANA TURNPIKE COMMISSION
	BLOOMINGTON-NORMAL AREA DEVELOPMENT COUNCIL

FINANCIAL IMPACT: According to the National Development Council, which conducted a full financial analysis of the Developers and the project in question (including a three year review of personal and business financial statements), this incentive is necessary in order to make the project financially viable. The company has leveraged existing financial resources and programs, including the Downtown Bloomington Enterprise Zone (a \$55,672 value) and the City of Bloomington Harriet Fuller Rust Façade Grant Program (a \$25,000 value), but a financial gap still exists. As proposed, this arrangement serves to strengthen the projects financial position and by way fill the identified financial gap.

As structured, the proposed property tax abatement agreement protects the taxing bodies by guaranteeing that they will collect the existing pre-project level of property taxes *plus* an additional increment equal to \$2,436.22 or 255.79% of the pre-project amount each year. For example, the City of Bloomington collected \$210.70 in 2012; therefore, in the first year of the tax abatement, the City will collect the pre-project amount of \$210.70 *plus* an additional \$328.25 of the new increment for a total of \$538.95 to be collected by the City. This will occur during each of the five (5) years during the tax abatement agreement. Upon completion of the five (5) year agreement, each taxing body will collect the full amount of taxes under the new assessment. For example, the City of Bloomington will go from collecting \$210.70 in the current year, to \$538.95 during each of the five (5) years under the tax abatement agreement and \$2,506.79 each year following the abatement. (An illustration of the incentive structure is included in the Financial Impact section of this memo.) Again, this approach would allow Haney Plumbing & Rental to close its financial gap while also maintaining an adequate market return in the initial years of the project.

It is important to note that the amount of abated taxes will vary from taxing body to taxing body, based on the size of each taxing body's specific levy (an estimate of said breakdown is provided within the Financial Impact section of this memo). As each taxing body will have their own tax abatement agreement, if one or more taxing bodies choose not to participate, this will have no effect whatsoever on taxing bodies that do choose to participate.

The tables below demonstrate the potential value of the capital investment and related property tax abatement as proposed for each of the taxing bodies affecting the parcel.

Property Assessment Estimate

Table and information provided by the Assessor for the Town of the City of Bloomington.

407-407 W WASHINGTON	2013 ASSESSMENT	NEW ASSESSMENT
LAND	\$1,000	\$1,000
IMPROVEMENTS	\$2,175	\$2,175
TOTAL	\$3,175	\$3,175

Proposed Tax Abatement Agreement & Related Estimates

Table and information provided by the McLean County Illinois Parcel Information System. Estimates calculated by Economic Development Coordinator.

TAXING BODY	2012 TAX RATE	2012 TAXES COLLECTED	EST. TAXES COLLECTED DURING AGREEMENT (PER YEAR)	EST. ABATEMENT DURING AGREEMENT (PER YEAR)	EST. TAXES COLLECTED AFTER AGREEMENT (PER YEAR)
STATE LANDS COMM	0.0000	\$0.00	\$0.00	\$0.00	\$0.00
MCLEAN COUNTY	0.051167	\$107.22	\$105.30	\$1.92	\$105.30
CITY OF BLOOMINGTON LIBRARY	0.0000	\$0.00	\$0.00	\$0.00	\$0.00
CITY OF BLOOMINGTON	0.02317	\$48.91	\$47.95	\$0.96	\$47.95
CITY OF BLOOMINGTON TOWNSHIP	0.014150	\$28.12	\$27.93	\$0.19	\$27.93
CITY OF BLOOMINGTON	0.0588	\$121.70	\$119.95	\$1.75	\$119.95
TOTALS		\$285.73	\$273.18	\$11.55	\$261.63
VALUE OF ABATEMENT AFTER 5 YEARS (ASSUMES ALL TAXING BODIES PARTICIPATE)			5.0% OF PROJECT COSTS (ASSUMES ALL TAXING BODIES PARTICIPATE)		
75%			12.5%		

Proposed Property Tax Abatement Illustration

TAXING BODY	2012 TAXES	YEAR 1 TAXES	YEAR 2 TAXES	YEAR 3 TAXES	YEAR 4 TAXES	YEAR 5 TAXES	YEAR 6 TAXES
HEARTLAND COMM COLLEGE	\$2,436.22	\$2,436.22	\$2,436.22	\$2,436.22	\$2,436.22	\$2,436.22	\$1,111.32
BEL WATER RECLAMATION DIST.	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00
MCCLELLAN COUNTY	\$1,172.22	\$463.54	\$463.54	\$463.54	\$463.54	\$463.54	\$2,156.06
BLM-NRM AIRPORT AUTH.	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$101.40
CITY OF BLOOMINGTON LIBRARY	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
CUSD #7 BLOOMINGTON	\$1,100.00	\$2,011.69	\$2,011.69	\$2,011.69	\$2,011.69	\$2,011.69	\$1,111.69
CITY OF BLOOMINGTON TOWNSHIP	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$234.56
CITY OF BLOOMINGTON	\$210.70	\$210.70	\$210.70	\$210.70	\$210.70	\$210.70	\$2,308.79
TOTAL	\$15,378.84	\$41,860.15	\$41,860.15	\$41,860.15	\$41,860.15	\$41,860.15	\$18,605.06

In addition to the \$2,436.22 or 255.79% annual increase in property taxes in each of the first five (5) years of the agreement, there are a number of other ways in which this project will be beneficial to the community outside of the capital investment figures. As these aspects are difficult to quantify, an overview of the potential positive effects of this project are outlined below. Ultimately, this project will:

- Use local workforce during construction and upon completion of the commercial section
- Increase the property value of the affected building and have a positive impact on the surrounding area
- Allow for the expansion of local commercial businesses
- Renovate a Downtown Bloomington property that has been in our community for over 100 years; when complete, citizens and local businesses will benefit from enhanced Downtown aesthetics
- Stimulate positive communication between developers, city staff and economic development organizations within our community and open the door for future development opportunities
- Enhance the perception of the Downtown among Bloomington residents
- Be a source of pride for those actively working to improve the Downtown

City of Bloomington Economic Development Incentive Guideline

It is also important to note that the proposed incentive embraces the goals and objectives outlined in the City of Bloomington's Economic Development Incentive Guideline, as adopted by the City Council in 2012. The goals and objectives of said criteria, along with the ways in which the Haney Plumbing & Rental development meets such principals, are summarized herein as follows:

GOAL/OBJECTIVE	CRITERIA FULFILLED
1. Derived from a formal work plan process	<ul style="list-style-type: none"> • NDC Work Plan • Initial City Council Resolution • Comprehensive Work Plan Packet enclosed • Financial Statements provided to NDC
2. Derived from new or additional revenue	<ul style="list-style-type: none"> • Only newly generated revenue will be used for the incentive. Existing funds will be allocated.
3. Appropriate measure of benefit of time	<ul style="list-style-type: none"> • Eight (8) years of tax abatement was provided in the form of a project specific ordinance. • Project is fully completed and therefore may exceed the abatement period. Incentive is limited to five (5) years.
4. Project Basis	<ul style="list-style-type: none"> • Incentive is project specific and is being distributed to the project.
5. Development based on assumptions of the project	<ul style="list-style-type: none"> • Project is consistent with applicable zoning and code and all applicable laws and provisions including the application package.
6. State and federal regulations to be met	<ul style="list-style-type: none"> • To the best of applicant's knowledge all state and federal regulations have been met by the applicant at the time of submission of this proposal.
7. Incentives to attract investment	<ul style="list-style-type: none"> • Incentive will be applied to the development in accordance with the pro forma and will be used to attract investment and development to the area. The project is a commercial building and will create jobs and contribute to the city's economic development.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

Reviewed by: (name, title)

Financial & Budgetary review by: (finance fill in once reviewed – name, title)

Legal review by: (legal fill in once reviewed – name, title)

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



Tax Abatement Scoring-Real Estate

Applicant Name: Joe and Ruth Haney

Application Date: September 19, 2013

- | | | | | | | | | | | | | | | | | |
|---|--|----------|--|---------------------------------------|-----------|--|---|-----------|--|------------------------|-----------|--|-------------|-----------|--|--|
| <p>1. Economic need for tax abatement (<i>Mandatory</i>).</p> <p><u>Without reduction in property taxes, developers would receive below a market return (NDC Memo).</u></p> | <div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">X</div> | | | | | | | | | | | | | | | |
| <p>2. Project cost per unit.</p> <table border="0" style="width: 100%; margin-left: 20px;"> <tr> <td style="width: 40%;">Up to \$70,000</td> <td style="width: 30%;">5 points</td> <td style="width: 30%;"></td> </tr> <tr> <td>\$70,001 to \$90,000</td> <td>10 points</td> <td></td> </tr> <tr> <td>\$90,001 to \$100,000</td> <td>20 points</td> <td></td> </tr> <tr> <td>\$100,001 to \$120,000</td> <td>30 points</td> <td></td> </tr> <tr> <td>\$120,000 +</td> <td>40 points</td> <td></td> </tr> </table> | Up to \$70,000 | 5 points | | \$70,001 to \$90,000 | 10 points | | \$90,001 to \$100,000 | 20 points | | \$100,001 to \$120,000 | 30 points | | \$120,000 + | 40 points | | <div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">40</div> |
| Up to \$70,000 | 5 points | | | | | | | | | | | | | | | |
| \$70,001 to \$90,000 | 10 points | | | | | | | | | | | | | | | |
| \$90,001 to \$100,000 | 20 points | | | | | | | | | | | | | | | |
| \$100,001 to \$120,000 | 30 points | | | | | | | | | | | | | | | |
| \$120,000 + | 40 points | | | | | | | | | | | | | | | |
| <p>3. Rehabilitation, reuse and/or expansion of existing structure(s). (If yes, 2 points)</p> | <div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">2</div> | | | | | | | | | | | | | | | |
| <p>4. Project is in a distressed area or Focus Neighborhood. (If yes, 2 points)</p> | <div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">2</div> | | | | | | | | | | | | | | | |
| <p>5. Project is appropriate and desirable for the area, (i.e. design, density, occupancy). (0-15 points)</p> | <div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">15</div> | | | | | | | | | | | | | | | |
| <p>6. Intended tenant(s)/owner(s).</p> <table border="0" style="width: 100%; margin-left: 20px;"> <tr> <td style="width: 40%;">21-50% of units for HH earning <80% AMI</td> <td style="width: 30%;">5 points</td> <td style="width: 30%;"></td> </tr> <tr> <td>>50% of units for HH earning <80% AMI</td> <td>10 points</td> <td></td> </tr> </table> | 21-50% of units for HH earning <80% AMI | 5 points | | >50% of units for HH earning <80% AMI | 10 points | | <div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">0</div> | | | | | | | | | |
| 21-50% of units for HH earning <80% AMI | 5 points | | | | | | | | | | | | | | | |
| >50% of units for HH earning <80% AMI | 10 points | | | | | | | | | | | | | | | |



Tax Abatement Scoring-Real Estate

7. Project is part of a larger, comprehensive revitalization plan sponsored by local government. (2 points) 2

Project coincides with philosophies highlighted in the adopted Downtown Bloomington Plan and is also located in an area identified on the Economic Development Target Area Map.

8. Project includes environmental sustainable outcomes. (2 points) 2

Total points 63

SCORING

<u>Score</u>	<u>Max. Length of Deduction</u>
10 or less points	1 year
11 to 20 points	2 years
21 to 30 points	3 years
31 to 40 points	4 years
41 to 50 points	5 years

MEMORANDUM

TO: JUSTINE ROBINSON
FROM: ELIZABETH AU
SUBJECT: 407 409 W WASHINGTON, BLOOMINGTON
DATE: 12/17/2013
CC:

DEVELOPMENT ANALYSIS- 407 409 W WASHINGTON

The City of Bloomington Economic Development Office requested the National Development Council (NDC) conduct a review of a proposed development located at 407 409 W Washington and review the need for an economic incentive. This memo outlines the assumptions given from the City and the developer and makes observations and recommendations regarding the appropriateness of the subsidy. All information and recommendations are subject to the information and due diligence provided by the City and the developer.

Review of Due Diligence:

- 1) **Development Budget:** The total development budget, per the developer, is \$970,632 with hard costs running at \$795,311 with soft costs and acquisition totaling \$175,321. The budget submitted by the developer contains most of the items needed to complete the project, however a few observations should be noted. First, the budget currently does not include a contingency amount. Finally, there does not appear to be amounts listed for a developer fee. However, in this instance the developer is also serving as the contractor and they have a profit of \$53,900 which represents 5.6% of the total development budget, which is well within the market rate. A developer fee is a responsible expense that can provide a cushion in case things go wrong in the development process. Given the personal financial position of the developers and that the City will not be making a direct loan into the project, the risk associated with not being able to complete the project is relatively low.
- 2) **Financing:** The developer submitted a letter from Heartland Bank and Trust Company for a loan at 4.75% fixed for 5 years and amortized over 20 years. The letter is subject to underwriting criteria (at least 80% LTV and 1.20 DCR). Given the NOI on the project (discussed below), the developer could borrow up to \$596,165 under the DCR criteria, however the total loan amount is still subject to the both ratios. The bank representative indicated that cap rates for downtown rental properties are running at between 7% - 8%, meaning that the property will most likely appraise at \$702,438 and with a LTV of 80%, the maximum loan amount would be \$596,165.
- 3) **Pro forma:** The development will contain four, two bedroom units with balconies at \$1,400.00 per month and two, two bedroom units at \$1,300.00 per month. The development will contain two commercial spaces renting for approximately \$1 sq/ft bringing in additional income of \$1,300.00 per month. Vacancy and credit loss is estimated at 3%. Expenses were estimated at \$56,504.00 which includes \$18,000 in taxes (without tax abatement), \$3,204.00

for insurance, \$7,000.00 management expenses, \$1,000.00 for advertising, \$800.00 for legal expenses, \$8,800.00 for maintenance, \$1,800.00 for utilities, \$7,000.00 for replacement reserves and \$3,900.00 for miscellaneous expenses. The development has a Net Operating Income of \$70,795 with a tax abatement and \$56,195 without a tax abatement. With a loan of \$596,165, cash flow to the developer is \$9,366 at a 4% return. Generally, developers look for a return their investment of between 12%-15%, meaning that with cash flow of \$9,366 with a 12% return, they would be expected to provide \$78,050 in equity.

Analysis:

In analyzing the financial viability of the development, there does appear to be a financing gap. With a total development budget of \$970,632, a bank loan of \$596,165 and developer equity of \$78,050, there is a gap of \$452,517.

Recommendations:

The City of Bloomington has a few options to help incentivize the development. The City can choose to reduce the development budget in a few ways, therefore reducing the financing gap. First, the City has applied for and received an Enterprise Zone designation which saves the developers approximately 7% (or \$55,672) the hard costs on the development budget, reducing the development budget to \$914,960. Further, the developers have already received a \$25,000 façade grant from the City that reduces the gap further to \$371,845.

The second way the City can incentivize the development is to increase the NOI and cash flow, thereby increasing the potential loan amount and developer's return and increasing the equity contributed to the project by the developer. By reducing the property taxes and thus the operating expenses, the City can increase the cash flow to \$70,795 thereby increasing the bank loan to \$751,059. By maintaining the property taxes to \$4,000, maintaining a 2% increase for five years, the developer will be able to maintain an adequate return in the initial years of the project (starting at 8%), thus filling the gap with equity.



Residential Incentive Application

Note: The filing and discussion of this application form does not indicate a level of interest in making incentives available to the described project.

The completed form and attached documentation will be evaluated against the criteria outlined within the City of Bloomington Economic Development Incentive Guideline. These principles include:

- Economic incentives considered by the City must provide a distinct financial return to the City.
- Economic incentives considered by the City must be initiated by the formal application process.
- Economic incentives considered by the City should be derived from new incremental revenue sources unless the 'but for' theory is proven and the City will benefit from a distinct financial return.
- Economic incentives considered by the City must be of an appropriate amount and extend over an appropriate amount of time as related to the proposed project.
- Economic incentives considered by the City will be provided on a project basis.
- Economic incentives considered by the City will be subject to a development agreement inclusive of performance based measurements and appropriate claw back provisions.
- Economic incentives considered by the City will be subject to conformity with applicable State and Federal provisions.
- Economic incentives considered by the City will not be considered on a retroactive basis.

Proposals which satisfy the basic criteria will then be evaluated more thoroughly by the staff of the City of Bloomington. Additional due diligence may be required to confirm assertions made in the application and priority will be placed on projects that meet the following criteria:

- Economic incentives considered by the City must generate a positive community impact.
- Economic incentives considered by the City must demonstrate a documented and verified need for public subsidy.
- Economic incentives considered by the City must enhance the overall quality of life of the citizens of the City of Bloomington in order to promote economic growth.

Please provide as much information as possible. You may attach supplemental files; however, the inclusion of other required documents should be in addition to completing the following form, rather than in place of filling out all sections. Only completed applications will be accepted and evaluated.

If you have questions regarding the application or requested information, please contact Justine Robinson.

Justine Robinson, Economic Development Coordinator, City of Bloomington
109 E Olive Street, Bloomington IL 617601
jrobinson@cityblm.org • Phone: (309) 434.2611



Residential Incentive Application

I. Taxpayer Information

Name of Taxpayer Seeking Incentive: Joe & Ruth Haney dba Haney Plumbing & Rental

Mailing Address: 9030 Hardesty Run Bloomington, IL 61705

Name of authorized to represent taxpayer making application: Joe or Ruth Haney

Address of Authorized representative: 9030 Hardesty Run, Bloomington, IL 61705

Telephone & Fax number of authorized representative: 309-828-9161 Fax-Same

Provide or attach brief description of the Taxpayer's organization and operations, including history, previous development projects, experience and growth.

Haney Plumbing & Rental has been in business 39 years and in those 39 years we have developed and built 3 small subdivisions, built over 100 homes in McLean County and built several commercial buildings. During this time we also ran a Plumbing and Heating Company that did both commercial and residential plumbing, this included a plumbing service division that is currently now being operated by our youngest son. In the past 10 years we have acquired buildings in the Downtown Bloomington area and so far have renovated 4 buildings that were previously boarded up and are now developed and occupied. Our construction office is currently located at 401 W. Front Street in Downtown Bloomington. We are currently looking at developing the property at 407-409 W. Washington Street which we have recently purchased to develop. This property has been vacant and deteriorating for years.

Project Profile

Provide an estimated project schedule including (when applicable):

- **Closing of purchase** - 8/15/11
- **Permitting** – in progress, waiting for plan review
- **Environmental Assessment and/or Remediation of Activities** - none
- **Construction Start** - ASAP
- **Construction Completion** – 9-12 months from start
- **Occupancy of facilities** – 12-16 months
- **Other pertinent dates, as appropriate** – 9 to 16 months total project schedule



Residential Incentive Application

Sponsor/Developer: Joseph & Ruth Haney dba Haney Plumbing & Rental

Project Street Address: 407-409 W. Washington Street

City, State & Zip Code: Bloomington, IL 61705

County: McLean

Project type (Commercial Real Estate, Business, Equipment): Commercial & Residential Real Estate

Sq. ft. of project: 22,000 Sq. Ft.

Total Project Cost/Investment: \$970,632.00

Total Incentive Requested (dollars): to be determined upon financial analysis

11 Digit Census Tract Code: 21-04-307-003

Please provide a narrative that describes the project in specific detail:

Install new exterior doors, one or two overhead doors for garage entrances, windows, and lay new brick or stucco on façade of the building. Replace partial sidewalk in front of building and make handicap accessible. Convert second floor into 6 loft apartments with open balconies, 1600 to 1800 sq. ft. each. Each unit will include an indoor parking spot on the first floor, with option for an additional parking space. Develop 1600 sq. ft. on ground floor for commercial use and an additional small office on ground floor. Replace partial roof.

How is the property currently being used, and what is the condition of the property?

At the present time the building is sitting empty and is only being used for daytime parking for 8 cars. The structure of the building is 8" reinforced concrete with wood trusses and is in excellent condition. Since purchasing this property several years ago we have gutted out interior walls, repaired roof, laid new brick on west side of the building and repaired the parafoot wall that had collapsed.

Please provide a description of the residential units being developed, including a description, either sales price or rent information and expenses. Please also provide a pro forma.

The four units with patios will lease for approximately \$1400.00 a month and the two units without patios would rent for \$1300.00 a month. Commercial space on lower level would rent for \$1300.00 a month.



Residential Incentive Application

Each residential unit will include two large bedrooms and two bathrooms with an open concept area for living, dining and kitchen space. Four of the units will have covered, open patios. Each unit will have an island or peninsula in the kitchen and will include all stainless steel appliances. Each unit will also have one whirlpool in their unit. Commercial perimeter walls will be framed and left for tenant to design.

Will the project require additional municipal services or facilities?

Yes: _____ No: X_____

If yes, please explain:

II. For Projects Seeking Incentive for Real Estate Development

Development Team

Please list all of members of the development team, their contact information and their role in the development process. If more than four members are on the team, please attach the additional contact information separately.

Name: Joseph Haney
Address: 9030 Hardesty Run
Bloomington, IL 61705
Phone Number: 309-828-9161
Fax Number: Same
Email: hplg1@aol.com
Role: Owner/Developer

Name: Ruth Haney
Address: 9030 Hardesty Run
Bloomington, IL 61705
Phone Number: 309-828-9161
Fax Number: Same
Email: hplg1@aol.com
Role: Owner/Developer

Describe the development team and its capacity to successfully complete the project:

We have been working in the construction industry for 39 years and have multiple commercial and residential properties in Bloomington. We have worked with many subcontractors throughout the years and have put together a support team to complete this project.

What physical changes will be made to develop or rehabilitate the property and how will the subject property be used?

We will rebuild the façade to resemble the original building that was constructed in 1918. We will add all new exterior windows, doors and lighting. We will construct 6 large loft apts on the second floor that will include two bedrooms and two baths. Office space will be developed on the lower level of the building.



Residential Incentive Application

Total Investment for real estate component of project: \$970,632.00

Attach a detailed project cost estimate including, but not limited to:

- **Purchase of real estate and improvements** - \$43,626
- **Site preparation** – demo and cleaning already complete and ready for build-out
- **Demolition** - complete
- **Construction of new structures** – 6 lofts & 1 commercial space-complete build-out \$795,311
- **Infrastructure improvements** – included above
- **Architecture & Engineering fees** - \$1,871
- **Development Fees** - \$2,400.00 Sanitary Impact Fee
- **Other fees or costs, when applicable** – Permits are not obtained yet, waiting for plan review
- **General Contractor** - Owner

III. Determination of need for incentive

Please describe whether the project could move forward or not without the existence of the incentive.

With the mortgage, taxes, maintenance and upkeep we feel that this project will not net enough income for us to proceed with this project. The building as it stands is in good condition and is rentable but, only as garage or open warehouse use. If this property is developed it will increase the value of the property and increase the tax base for its full potential.

IV. Occupancy Information

Is this an owner-occupied, renter-occupied or mixed tenancy project?

- Owner-occupied
- Renter-occupied
- Mixed tenancy**

Describe the intended or targeted market for this project. (i.e. household size, income levels, tenant mix, special needs, etc.)

Our perception for occupancy would be for young professionals wanting to live in an urban setting and people wanting to simplify lifestyle. We believe these units are ideal for single or double occupancy. We feel this would be a good project because we can offer a secure building with indoor parking, which is something no one else in the Downtown Bloomington area can provide.



Residential Incentive Application

If owner-occupied housing, identify the targeted sale price(s).

N/A

If renter-occupied, identify the targeted rental rate(s)

4 Units with patios - \$1400.00 per month

2 Units without patios - \$1300.00 per month

1 Commercial Retail/Office Space - \$1300.00

V. Community Impact

Is this project part of a larger, comprehensive revitalization plan sponsored by local government planners and/or local economic development groups?

Yes: _____ No: X _____

If yes, please describe how the project is related to the plan and if the project is one of the first undertaken.

Does the project create environmental sustainable outcomes through green building concepts, location near mass transit, adaptive reuse of existing building or materials, etc.?

Yes: X _____ No: _____

If yes, explain:

We are taking an existing warehouse space and transforming it into 6 loft apts/condos and 1 commercial space, with indoor parking. We are using an existing structure and foundation to create livable and working space. This space is located on the public transportation route and is in walking distance to many downtown businesses and entertainment venues.

If applicable, will the building be LEED certified?

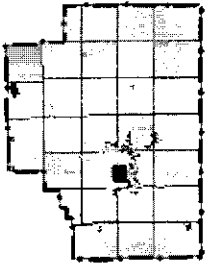
- No
- Yes

If yes, certification level: _____

Application completed by: Joseph & Ruth Haney dba Haney Plumbing & Rental
Project Role: Owner, General Contractor
Contact Information: Joe – 309-828-9161 or Ruth @ 309-828-9161
Date Completed: September 20, 2013



McLean County Regional GIS Consortium



Legend

- Parcels
- Interstates
- US_Highways
- State_Highways
- County_Highways
- County_Rd
- PAVED
- UNPAVED
- City_Streets
- ALLEY
- CITY_ARTERIAL
- CITY_COLLECTOR
- CITY_STREET
- PRIVATE_STREET
- Railroad
- County

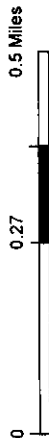


319

Notes

407-409 West Washington

0.5 Miles By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement.



Printed: 9/20/2013 9:54:19 AM

1:17,375

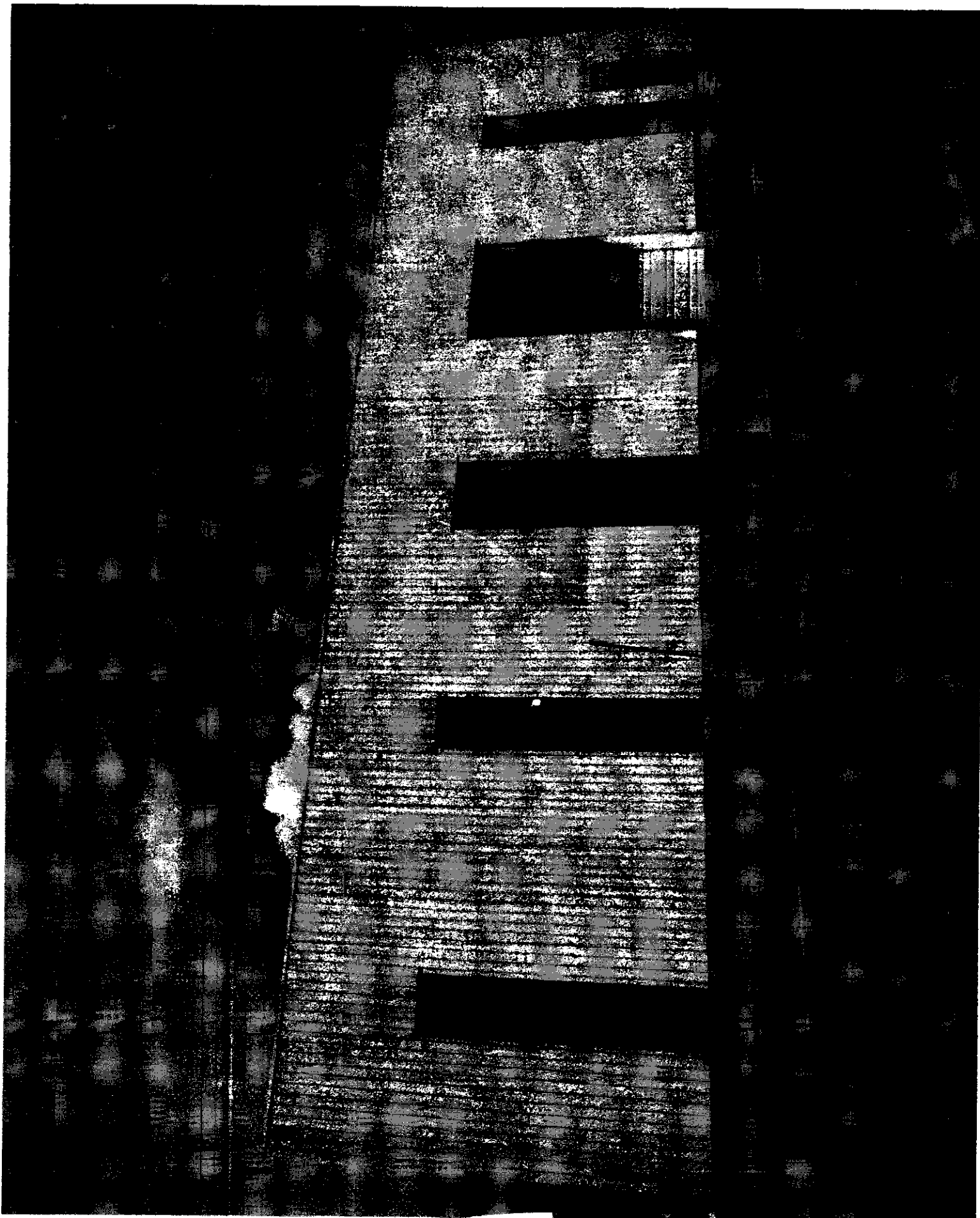
0

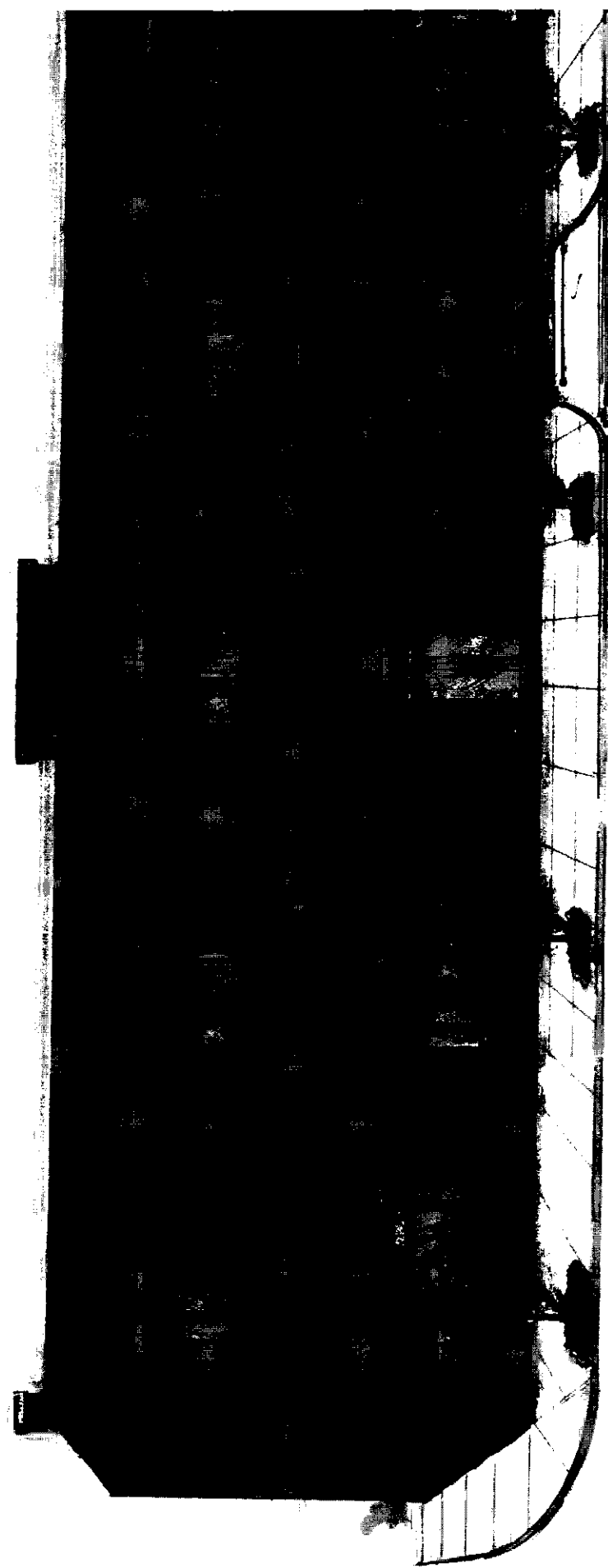


NEW FIRE-PROOF GARAGE -

MURRAY - MEDBERY CO -

SUPPLY
SAN FRANCISCO
1900





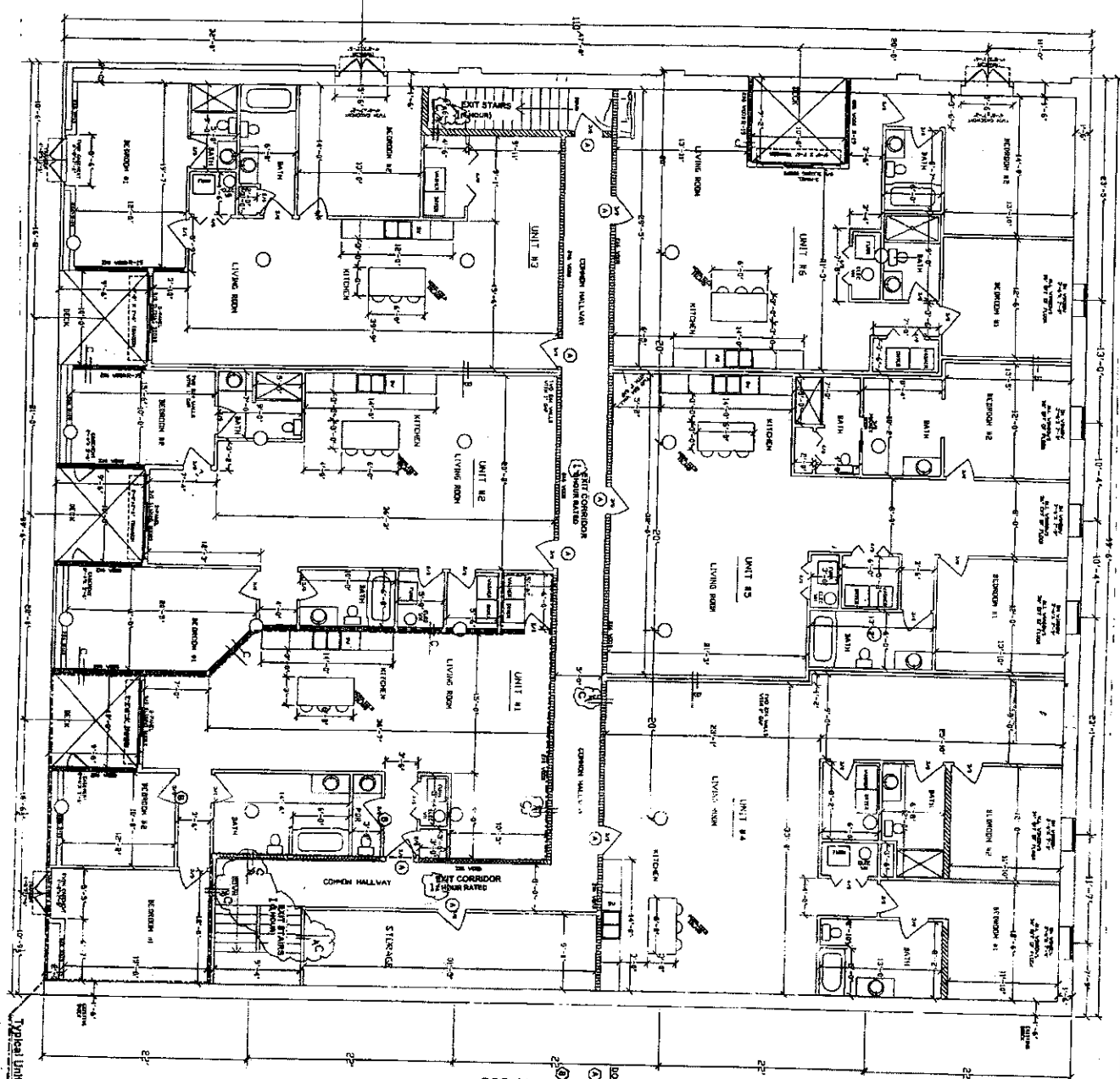
6 - Residential Units at 2nd Floor
Parking and Commercial at 1st Floor

Architect

Haney Building
407 W Washington Street
Bloomington, Illinois

HC

HC



Typical Unit

**2ND FLOOR PLAN
APARTMENT FLOOR(S)**



- AT CORRIDOR AND FIRE STAIRS 60 MIN. FIRE-RATED DOORS
 - INTERIOR DOORS AT UNITS - SOUND MASONRY DOORS
- Legend:**
 ● AT CORRIDOR AND FIRE STAIRS 60 MIN. FIRE-RATED DOORS
 ○ INTERIOR DOORS AT UNITS - SOUND MASONRY DOORS
- NOTE:**
 ALL APARTMENT UNITS TO COMPLY WITH FAIR HOUSING ACT AND ADA "REASONABLE" DESIGN REQUIREMENTS FOR APARTMENTS.
- SYMBOL FOR WALL PARTITION TYPE**
 SEE SHEET A-11.2X1
- INDEX LIGHT**
 Every floor plan is subject to change regarding room layouts, dimensions, and other pertinent information. The architect shall not be responsible for any errors or omissions in this plan. Requirements and design are verified against the applicable code.

HOCKER ARCHITECT
 408 Lincoln Street, #3
 El Paso, IL 61738
 309-310-5761 Phone

Haney Building
 407 West Washington Street
 Bloomington, IL 61701

Professional Seal:
 ARCHITECT
 STATE OF ILLINOIS
 No. 012345678
 Exp. 12/31/2025

Revision Table:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/15/2024
2	REVISIONS	09/01/2024
3	REVISIONS	09/15/2024
4	REVISIONS	10/01/2024
5	REVISIONS	10/15/2024
6	REVISIONS	11/01/2024
7	REVISIONS	11/15/2024

A-11.2

OWNER'S STATEMENT

STATE of Illinois
 COUNTY of Mclean
 CITY of Bloomington

Date 9/27/2013

The Owner being duly sworn on oath deposes and says that he/she is the owner of 407 409 W Washington located in the City of Bloomington, Illinois and:

- 1) That the owner is thoroughly familiar with all the facts and circumstances concerning this development;
- 2) That all during the term of the construction period as agreed by the City of Bloomington, the work done or materials furnished in connection with the development are listed below;
- 3) That if costs or contracts associated with the development change more than 20%, the owner agrees to notify the City; and
- 4) That this statement is a true and complete statement of all such contracts, previous payments, and balances due, to the best of the Owner's knowledge.

ITEM	COST	% TOTAL
ACQUISITION		
Build Acquisition	43,625	4.49%
Land Acquisition	0	0.00%
SITE IMPROVEMENTS		
Demolition	5,000	0.52%
On-Site Imp.	0	0.00%
Off-Site Imp.	0	0.00%
CONSTRUCTION		
Rehabilitation	795,311	81.94%
New Construction	0	0.00%
General Requirements	0	0.00%
Contractor Overhead		0.00%
Contractor Profit	53,900	5.55%
P & P Bond or LOC	0	0.00%
Contingency		0.00%
Permits & Impact Fees	2,400	0.25%
Furnishings/Appliances	20,000	2.06%
Relocation	0	0.00%
Plan Review		0.00%
PROFESSIONAL FEES		
Architect & Engineer	1,871	0.19%
Real Estate Legal	0	0.00%
Consultants	0	0.00%
Developer Fee	0	0.00%
Environmental	0	0.00%
Cost Certification	0	0.00%
Accounting	0	0.00%
Survey	0	0.00%
Other	0	0.00%
CONSTRUCTION FINANCE		
Title and Recording	0	0.00%
Constr. Interest/Carrying Costs		0.00%
Constr. Loan Fees	0	0.00%
Appraisal	0	0.00%
Market Study	0	0.00%
Lender Legal	0	0.00%
Other	0	0.00%
PERMANENT FINANCE		
Perm. Loan Fees	30,000	3.09%
Credit Enhancement	0	0.00%
Title and Recording	6,725	0.69%
Lender Legal	0	0.00%
Other	0	0.00%
SOFT COSTS		
Property Taxes	3,131	0.32%
Constr. Insurance	2,290	0.24%
Other Depreciable Soft	0	0.00%
Marketing Expense	5,000	0.52%
Organizational Exp.	0	0.00%
Other Amort. Soft	0	0.00%
Utilities	1,379	0.14%
Rentup Expense	0	0.00%
RESERVES		
Rentup Reserve	0	0.00%
Operating Reserve	0	0.00%
Bond DIS Reserve	0	0.00%
Working Capital	0	0.00%
Other	0	0.00%
Total	970,632	100.00%

By: Ruth Haney
 Owner Ruth Haney

Ruth Haney RUTH HANEY

Property Characteristics

[Assessment Page](#) [Ownership History](#) [Assessment History](#) [Permit History](#) [Picture](#) [New Search](#) [Home](#)

ID: **43 21-04-307-003**
 Name: **HANEY TRUST, JOE & RUTH**
 Address: **407-409 W WASHINGTON**
 Bldg No: **1**

Property Use	Apt <=6	No Stories	2
Bldg No	1 of 1	Avg Ht	10
Foundation	Brick	Perimeter	418
Frame	No Frame	Wall Area	26.1
Roof	Rolled-Builtup	No Units	1
Basement	Part Slab	Unit Type	N/A
SF Fin Bsmt	0	Mixed BR	N/A
SF Crawl	0	GFSF	10890
SF Slab	10170	GUA	21780
Mezz SF	0	Gross Unusable	0
Int Walls	Wood Studs	No Fireplaces	0
Ext Walls	Brick	Pool	No
Ext Wall Area	8360	Sprinkled	No
Ceiling	Acoustical Panel	% Finished	100
Electrical	Rigid Conduit	OH Door Dim 1	N/A
Lighting	Flourescent	OH Door Dim 2	N/A
Heating	Hot Water	OH Door Dim 3	N/A
Cooling	Evaporative	Door Size 1	0
No Fixtures	4	Door Size 2	0
Built	Unknown	Door Size 3	0
Lot SF			10652

[Assessment Page](#) [Ownership History](#) [Assessment History](#) [Permit History](#) [Picture](#) [New Search](#) [Home](#)



June 27, 2013

Re: Joe and Ruth Haney
9030 Hardesty Run
Bloomington, Illinois

(Remodel of J-R Haney Building located at 407-409 W Washington St, Bloomington, IL)

To Whom It May Concern:

Joe and Ruth Haney have been very good customers of Heartland Bank, and have been for several years. We (Heartland Bank) would provide financing for the J-R Haney Building project at the cost of the project. It is my understanding the project will be around \$650,000, and we could provide a higher amount if needed.

As of today, the terms of such a loan would be as follows:
\$650,000 on a 5-year balloon with a fixed rate of 4.75%
20-yr amortization with monthly payments of \$4210

It should be noted that the rate is subject to change depending on the market at the time the loan is executed. However, we are committed to do a loan for the Haney's for whatever they need to complete the project.

If you have any further questions, please contact me at (309) 662-4444, ext 2255.

Sincerely,

A handwritten signature in black ink, appearing to read "Kregg Ummel". The signature is written in a cursive style with a large, sweeping initial "K".

Kregg Ummel

TOWN OF THE CITY OF BLOOMINGTON

Michael Ireland, C.A.E., Assessor

607 S Gridley, Ste A

Bloomington, Illinois 61701

Telephone 309/828-6016

Fax 309-829-0663

mwi@assessor-blm.com

MEMORANDUM

To: Justine Robinson
From: Michael Ireland
Date: November 26, 2013
Subject: Property Assessment Estimate for Proposed Project

Justine,

I am providing you a prospective assessment valuation on the property commonly known as 407-09 W Washington St. Bloomington IL. The estimate is based on the proforma information you provided, and a comparison of other recently developed mixed use properties in the B-3 zoned district bounded by Lee St on the West, Clinton St. on the east, and Locust St. on the north, and Olive St. on the south. I have made the assumption that the first time this project would be put on the assessment rolls at full value will be January 1, 2015. You should also be aware that I have only used the information provided by you in the proforma, and floor plans for the first and second floors. This data conflicts due to the fact the floor plans do not show any development of the first floor, and shows six (6) two (2) bedroom units on the second floor. While the proforma projects there to be, two (2) office units on the first floor, with two (2) one-bedroom and four (4) two-bedroom units on the second floor. I provide this in part because as a licensed real estate appraiser I am required to disclose any extraordinary assumptions regarding my work product. Also as a practical matter I do not want to be misleading regarding the estimate I am providing. The other assumption in place is that past performance in the assessor's office will carry forward into future assessment practices.

It is intended that the Economic Development department of the City of Bloomington will be the primary user of the information contained in this memo.

I have reviewed the information on the current assessment records at the below referenced property. The current assessments and my estimate of a new assessment are as follows:

407- 09 W Washington	2013 Assessment	New Assessment
	21-04-307-003	@ Completion of work 2015
Land	\$18,681	\$18,681
Improvements	\$981	\$217,819
Total	\$19,662	\$236,500

The table above reflects the estimated value of the property located at 407 - 09 W Washington St, Bloomington IL after the completion of proposed improvements converting the improvements into a multi-unit rental property with a commercial/retail space on the ground floor. I have attached two working documents a direct capitalization model, and an assessment equity grid. The direct capitalization method is based on all areas being at full occupancy and the rents as stated on January 1, 2015. The real estate taxes are not taken as an expense item, but loaded into the capitalization rate, at an effective tax rate of 2.5% of the value. In other words the true capitalization rate is 8.5%, but payment of taxes are accounted for via that portion of the net operating income remaining that have not satisfied the tax burden. The second document compares actual assessments of similar and competing properties that are now on the rolls. A primary consideration in property assessments is uniformity between and among competing properties, and for that reason more weight is given to the equity comparison than the value via direct capitalization.

Feel free to contact me with any questions.

Michael Ireland, CAE
 Assessor

Valuation Analysis

Prepared By: Michael Ireland
Analysis Date: 11/26/13
Property Address: 407-09 W Washington 2104307003
Square Foot Area: 21,780

Unit	Income	Calculation Method	# Units or SF Size	Annual	% of PGI
1 BR	\$1,200.00	\$/Mo.	2	\$28,800	21.4%
2 BR Apt	\$1,400.00	\$/Mo.	4	\$67,200	50.0%
Office	\$1,600.00	\$/Mo.	2	\$38,400	28.6%

Potential Gross Income (PGI):		\$134,400	100.0%
Vacancy and Collection Loss:	5.00%	\$6,720	
Other Income:		\$2,500	
Effective Gross Income (EGI):		\$130,180	96.9%

Expenses	Amount \$ or %	Calculation Method	Annual	\$/SF
Insurance	\$3,204	Lump Sum	\$3,204	\$0.15
Adverstising	\$1,000.00	Lump Sum	\$1,000	\$0.05
Legal	\$800.00	Lump Sum	\$800	\$0.04
Maintenance	\$6,400.00	Lump Sum	\$6,400	\$0.29
Utilities	\$1,800.00	Lump Sum	\$1,800	\$0.08
Misc.	\$3,900.00	Lump Sum	\$3,900	\$0.18
Management	5%	% of EGI	\$6,509	\$0.30
Reserves	\$7,000	Lump Sum	\$7,000	\$0.32

Total Expenses:	\$30,613	\$1.41
Expense Ratio (Expenses/EGI):	23.5%	
Reimbursable Expenses:		

Net Operating Income (NOI):	\$99,567	\$4.57
Capitalization Rate:	11.00%	
Value:	\$905,155	\$41.56
Rounded:	\$905,000	\$41.55

Capitalization Rate Tools

Mortgage Equity Analysis					
Mortgage Constant*			Loan Ratio		Contributions
0.089469	x		75.0%	=	6.71%
Equity Yield Rate			Equity Ratio		
15.00%	x		25%	=	3.75%
					10.46%
Less Equity Buildup:					
Loan ratio x percent paid off* x sinking fund factor (SFF)					
75.0%	x	34.34%	x	0.04925	= -1.27%
Adjustment for Depreciation or Appreciation:					
Plus depreciation (or minus appreciation) x SFF					
		-10.0%	x	0.04925	= -0.49%
				Capitalization Rate	= 8.70%

Debt Coverage Ratio Analysis					
Debt Coverage Ratio x Loan to Value Ratio x Mortgage Constant**					
1.75	x	75.0%	x	0.08947	= 0.11743
				Capitalization Rate	= 11.74%

* Investment Holding Period:	10
** Mortgage Constant Variables:	Rate: 6.50% Term: 20

Value Tests

Measure		Notes
Net Operating Income	\$99,567	Before debt income from valuation analysis.
Debt Service	(\$60,737)	Debt service calculated from Mortgage Equity Analysis above and indicated value.
Debt Coverage Ratio	1.64	This is the amount that NOI exceeds debt. In this case, the ratio is greater than 1.2, which is generally considered reasonable by most lenders, depending on the risk characteristics of the property.
Equity Dividend	\$38,830 17.2%	This is the annual return on the amount invested. The total return may be higher or lower, depending on appreciation and mortgage paydown. In this case, the rate is greater than 10%, which is often adequate to motivate an investor.

Property Assessment Equity Comparison

	Subject	Equity Comp 2	Equity Comp 3	Equity Comp 4	Equity Comp 5	Equity Comp 6	Equity Comp 7
Parcel ID	21-04-307-003	21-04-413-006	21-04-409-012	21-04-188-022	21-04-338-006	21-04-182-003	21-04-415-004
Address	407-409 W WASHINGTON	227-229 E FRONT	234-236 E FRONT	406 N MAIN	102-104 W WASHINGTON	505-507 N CENTER	405 E FRONT
Property Use	Mixed	Mixed	Mixed	Mixed	Mixed	Mixed	Apt >6
Zoning	B3	B3	B3	B3	B3	B3	B3
Frame	No Frame	No Frame	No Frame	No Frame	No Frame	No Frame	Wood Frame
# Units	7	8	2	1	1	6	7
# Stories	2	3	3	2	6,9	3	2
GUA	21780	8124	10423	11214	20451	13956	4656
Unit Type	Mixed Bedroom	1 Bedroom	1 Bedroom	2 Bedroom	N/A	Mixed Bedroom	2 Bedroom
Land AV	\$18,681	\$13,122	\$11,546	\$12,531	\$11,545	\$12,946	\$5,442
Bldg AV	\$981	\$84,333	\$97,414	\$94,539	\$172,148	\$92,599	\$47,856
Bldg AV*3/SF	\$0.14	\$31.14	\$28.04	\$25.29	\$25.25	\$19.91	\$30.84
Total AV*3/SF	\$2.71	\$35.99	\$31.36	\$28.64	\$26.95	\$22.69	\$34.34
Equity Assessed Value EST	\$236,481.00						

From: "Michael Ireland" <mwi@assessor-blm.com>
To: "Elizabeth Au" <EAu@nationaldevelopmentcouncil.org>
Cc: "Justine Robinson" <jrobinson@cityblm.org>

Date: Thursday, December 12, 2013 10:26AM
Subject: RE: Haney Project

Libby,

The current taxes are \$1,563.78, using the proposed value at completion and based on the current tax rate (\$.07866440), taxes are estimated at \$18,605, about 2.6% of the total value I provided to you.

Let me know if you have any questions.

☺

Michael Ireland, CAE

Assessor

COBT

607 S Gridley, Ste A

Bloomington, IL 61701

309-828-6016

www.Assessor-blm.com

From: Elizabeth Au [mailto:EAu@nationaldevelopmentcouncil.org]
Sent: Monday, December 09, 2013 12:18 PM
To: Michael Ireland
Cc: Justine Robinson (jrobinson@cityblm.org)
Subject: Haney Project

Hello Michael:

Parcel Information Search System

Display Control

NOTE: If you plan on printing information, it is best to click the Printer Friendly button before you select items in the Display Control.

- | | | | |
|---|---|--|--|
| <input checked="" type="checkbox"/> Assessment History | <input type="checkbox"/> Forfeiture Information | <input type="checkbox"/> Parcel Photos | <input type="checkbox"/> Tax Sale and Redemption |
| <input checked="" type="checkbox"/> Billing and Payment | <input checked="" type="checkbox"/> General Information | <input type="checkbox"/> Soil Survey Information | <input checked="" type="checkbox"/> Taxing Body |
| <input type="checkbox"/> Exemption History | <input checked="" type="checkbox"/> GIS Map Information | | |

Update Display

Search Again

Printer Friendly

Check the items you want to display and click "Update Display".
If an item is greyed out, no information is available for that section.

Property Details

Parcel Number	21-04-307-003	Notice Mailing Address
Township	CITY OF BLOOMINGTON	9030 HARDESTY RUN
Property Class	0060 - Improved Commercial	BLOOMINGTON IL 617056975
Tax Status	Taxable	Change of Address Form
Acres	0.0000	Property Address
Tax Code	4001	Click the button below for Property Address information.
Legal Description	JAMES ALLINS ADD (EX N10') SW LOT 108	Map The Selected Parcel
Direct Link to This Parcel	http://webapp.mcleancountyil.gov/webapps/Tax/taxparcelinfo.aspx?parcel=2104307003	Tax Bill Mailing Address
		Same as Notice Address

Parcel Assessment Information

Year	Farm Land	Farm Building	Land/Lot	Buildings	Total
2012 Payable in 2013	\$0.00	\$0.00	\$18,887.00	\$992.00	\$19,879.00
2011 Payable in 2012	\$0.00	\$0.00	\$19,032.00	\$1,000.00	\$20,032.00
2010 Payable in 2011	\$0.00	\$0.00	\$19,034.00	\$32,666.00	\$51,700.00
2009 Payable in 2010	\$0.00	\$0.00	\$19,034.00	\$32,666.00	\$51,700.00
2008 Payable in 2009	\$0.00	\$0.00	\$18,624.00	\$31,962.00	\$50,586.00
2007 Payable in 2008	\$0.00	\$0.00	\$18,161.00	\$31,167.00	\$49,328.00
2006 Payable in 2007	\$0.00	\$0.00	\$17,370.00	\$29,809.00	\$47,179.00
2005 Payable in 2006	\$0.00	\$0.00	\$17,013.00	\$29,196.00	\$46,209.00
2004 Payable in 2005	\$0.00	\$0.00	\$16,517.00	\$28,346.00	\$44,863.00
2003 Payable in 2004	\$0.00	\$0.00	\$15,873.00	\$27,240.00	\$43,113.00
2002 Payable in 2003	\$0.00	\$0.00	\$15,873.00	\$27,240.00	\$43,113.00
2001 Payable in 2002	\$0.00	\$0.00	\$15,245.00	\$26,162.00	\$41,407.00

Parcel Billing Information

Select Tax Year

- | | | |
|---|--|--|
| <input checked="" type="radio"/> 2012 Payable in 2013 | <input type="radio"/> 2009 Payable in 2010 | <input type="radio"/> 2006 Payable in 2007 |
| <input type="radio"/> 2011 Payable in 2012 | <input type="radio"/> 2008 Payable in 2009 | <input type="radio"/> 2005 Payable in 2006 |
| <input type="radio"/> 2010 Payable in 2011 | <input type="radio"/> 2007 Payable in 2008 | <input type="radio"/> 2004 Payable in 2005 |

	1st Installment	2nd Installment	Total
Due Date	June 3, 2013	September 3, 2013	
Taxes	\$781.89	\$781.89	\$1,563.78
Drainage	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Fees	\$0.00	\$0.00	\$0.00
Amount Paid	\$781.89	\$781.89	\$1,563.78
Date Paid	June 14, 2013	September 9, 2013	
Amount Due	\$0.00	\$0.00	\$0.00

Payment Options
Pay Online
Print Payment Coupons
Pay by Phone
Sign Up for Direct Debit
Other Payment Options

Taxing Entity Information

Select Year Range

- | | | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <input checked="" type="radio"/> 2012 and 2011 | <input type="radio"/> 2011 and 2010 | <input type="radio"/> 2010 and 2009 | <input type="radio"/> 2009 and 2008 | <input type="radio"/> 2008 and 2007 |
| <input type="radio"/> 2007 and 2006 | <input type="radio"/> 2006 and 2005 | <input type="radio"/> 2005 and 2004 | <input type="radio"/> 2004 and 2003 | |

Taxing Body	2012 Rate	2012 Tax	2011 Rate	2011 Tax
HEARTLAND COMM COLLEGE 540	0.482550	\$95.93	0.475840	\$95.32
B-N WATER RECLAMATION DIST	0.164020	\$32.61	0.163900	\$32.83
MCLEAN COUNTY	0.911650	\$181.22	0.915710	\$183.44
BLM-NRM AIRPORT AUTH	0.127450	\$25.34	0.154860	\$31.02
CITY OF BLOOMINGTON LIBRARY	0.256200	\$50.93	0.250730	\$50.23
CUSD 87 BLOOMINGTON	4.723220	\$938.93	4.657410	\$932.97
CITY OF BLOOMINGTON TOWNSHIP	0.141450	\$28.12	0.143280	\$28.70
CITY OF BLOOMINGTON	1.059900	\$210.70	1.059550	\$212.25
Totals	7.86644	\$1,563.78	7.82128	\$1,566.76

Unit Type	Rent Amount	Number of Units	Res Vacancy	Rate	Com Vacancy	Rate
Efficiency	\$ -	0	Year 1	5%	Year 1	5%
1 Bedroom	\$ -	0	Year 2	3%	Year 2	3%
2 Bedroom	\$ 1,300.00	2	Stabilized	3%	Stabilized	3%
2 Bedroom Deluxe	\$ 1,400.00	4				
4 Bedroom	\$ -	0				
Total	\$ 2,700.00	6	Loan Amt	Rate	Amortization	Debt Service
			\$ 596,165.00	4.75%	20	(\$46,829.04)
			\$ -	\$ -	0	0
Gross Residential Rent	\$ 98,400.00		Developer EQ			
			\$ 374,467.00			
Commercial Space	Mo. Rent Amount					
1	\$ 1,300.00					
			Tenant Contributions	Lease Sq Ft.	Amt per Sq Ft	Inc
Gross Commercial Rent	\$ 15,600.00		Total		\$ -	3%
Operating Expenses	Monthly Amount	Annual Amount	Additional Income	Per Month	Inc	
Taxes/Real Estate	\$ 1,550.00	\$ 18,600.00				
Insurance	\$ 267.00	\$ 3,204.00			2%	
Management Fee	\$ 583.34	\$ 7,000.08	Total	\$ -		
Advertising	\$ 83.34	\$ 1,000.08				
Legal & License	\$ 66.67	\$ 800.04	Inc	Rate		
Maintenance	\$ 733.34	\$ 8,800.08	Residential Rent	2%		
Utilities	\$ 150.00	\$ 1,800.00	Commercial Rent	2%		
Miscellaneous	\$ 325.00	\$ 3,900.00	Operating Expenses	2%		
Total	\$ 3,758.69	\$ 45,104.28				
Reserves	Per Unit/Per Month	Annual Amount				
Replacements	\$ 97.23	7000.56				

407 409 Washington

PRE-TAX CASH FLOW

	1	2	3	4	5	6	7	8	9	10
Revenues										
Gross Residential Rent	98,400	100,368	102,375	104,423	106,511	108,642	110,814	113,031	115,291	117,597
+Other Income	0	0	0	0	0	0	0	0	0	0
- <u>Residential Vacancy</u>	<u>4,920</u>	<u>3,011</u>	<u>3,071</u>	<u>3,133</u>	<u>3,195</u>	<u>3,259</u>	<u>3,324</u>	<u>3,391</u>	<u>3,459</u>	<u>3,528</u>
= Residential Income	93,480	97,357	99,304	101,290	103,316	105,382	107,490	109,640	111,833	114,069
Gross Commercial Rent	15,600	15,912	16,230	16,555	16,886	17,224	17,568	17,919	18,278	18,643
+ <u>Tenant Contributions</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
= Commercial Rent	15,600	15,912	16,230	16,555	16,886	17,224	17,568	17,919	18,278	18,643
- <u>Commercial Vacancy</u>	<u>780</u>	<u>477</u>	<u>487</u>	<u>497</u>	<u>507</u>	<u>517</u>	<u>527</u>	<u>538</u>	<u>548</u>	<u>559</u>
= Commercial Income	14,820	15,435	15,743	16,058	16,379	16,707	17,041	17,382	17,730	18,084
= Effective Gross Income	108,300	112,792	115,047	117,348	119,695	122,089	124,531	127,022	129,562	132,153
Operating Expenses										
Taxes/Real Estate	18,600	18,972	19,351	19,738	20,133	20,536	20,947	21,366	21,793	22,229
Insurance	3,204	3,268	3,333	3,400	3,468	3,537	3,608	3,680	3,754	3,829
Management Fee	7,000	7,140	7,283	7,429	7,577	7,729	7,883	8,041	8,202	8,366
Advertising	1,000	1,020	1,040	1,061	1,083	1,104	1,126	1,149	1,172	1,195
Legal & License	800	816	832	849	866	883	901	919	937	956
Maintenance	8,800	8,976	9,156	9,339	9,525	9,716	9,910	10,109	10,311	10,517
Utilities	1,800	1,836	1,873	1,910	1,948	1,987	2,027	2,068	2,109	2,151
<u>Misc</u>	<u>3,900</u>	<u>3,978</u>	<u>4,058</u>	<u>4,139</u>	<u>4,221</u>	<u>4,306</u>	<u>4,392</u>	<u>4,480</u>	<u>4,569</u>	<u>4,661</u>
= Total Operating Expenses	45,104	46,006	46,926	47,865	48,822	49,799	50,795	51,811	52,847	53,904
- Transfer to Reserves	7,001	7,141	7,283	7,429	7,578	7,729	7,884	8,041	8,202	8,366
= Net Operating Income	56,195	59,645	60,838	62,054	63,295	64,561	65,853	67,170	68,513	69,883
- Debt Service (p+i) bank	(46,829)	(46,829)	(46,829)	(46,829)	(46,829)	(46,829)	(46,829)	(46,829)	(46,829)	(46,829)
- Other Debt Service (p+i)	0	0	0	0	0	0	0	0	0	0
Total Debt Service	(46,829)	(46,829)	(46,829)	(46,829)	(46,829)	(46,829)	(46,829)	(46,829)	(46,829)	(46,829)
= Cash Flow	9,366	12,816	14,009	15,225	16,466	17,732	19,023	20,341	21,684	23,054
Debt Coverage Ratio-Bank Loan	1.20	1.27	1.30	1.33	1.35	1.38	1.41	1.43	1.46	1.49
Cash on Cash (e=CF/EQ)	2.50%	0.03	0.04	0.04	0.04	0.05	0.05	0.05	0.06	0.06

Development Budget									
ITEM	COST	% TOTAL	Depreciable	Amortize	Non-Depr.	Historic RTC	LIHTC 4%	LIHTC 9%	
ACQUISITION									
Build Acquisition	43,625	4.49%	43,625				43,625		
Land Acquisition	0	0.00%			0				
SITE IMPROVEMENTS									
Demolition	5,000	0.52%	5,000			5,000	5,000	5,000	
On-Site Imp.	0	0.00%	0				0	0	
Off-Site Imp.	0	0.00%			0				
CONSTRUCTION									
Rehabilitation	795,311	81.94%	795,311			795,311	795,311	795,311	
New Construction	0	0.00%	0				0	0	
General Requirements	0	0.00%	0			0	0	0	
Contractor Overhead	0	0.00%	0			0	0	0	
Contractor Profit	53,900	5.55%	53,900			53,900	53,900	53,900	
P & P Bond or LOC	0	0.00%	0			0	0	0	
Contingency	0	0.00%	0			0	0	0	
Permits & Impact Fees	2,400	0.25%	2,400			2,400	2,400	2,400	
Furnishings/Appliances	20,000	2.06%	20,000				20,000	20,000	
Relocation	0	0.00%	0				0	0	
Plan Review	0	0.00%	0			0	0	0	
PROFESSIONAL FEES									
Architect & Engineer	1,871	0.19%	1,871			1,871	1,871	1,871	
Real Estate Legal	0	0.00%	0			0	0	0	
Consultants	0	0.00%	0			0	0	0	
Developer Fee	0	0.00%	0			0	0	0	
Environmental	0	0.00%	0			0	0	0	
Cost Certification	0	0.00%	0			0	0	0	
Accounting	0	0.00%	0			0	0	0	
Survey	0	0.00%	0			0	0	0	
Other	0	0.00%	0			0	0	0	
CONSTRUCTION FINANCE									
Title and Recording	0	0.00%	0			0	0	0	
Constr. Interest/Carrying Costs	0	0.00%	0			0	0	0	
Constr. Loan Fees	0	0.00%	0			0	0	0	
Appraisal	0	0.00%	0			0	0	0	
Market Study	0	0.00%	0			0	0	0	

115 Monroe

Unit Type	Rent Amount	Number of Units	Res Vacancy	Rate	Com Vacancy	Rate
Efficiency	\$ -	0	Year 1	5%	Year 1	5%
1 Bedroom		0	Year 2	3%	Year 2	3%
2 Bedroom	\$ 1,300.00	2	Stabilized	3%	Stabilized	3%
2 Bedroom Deluxe	\$ 1,400.00	4				
4 Bedroom	\$ -	0	Loan Amt		Amortization	Debt Service
Total	\$ 2,700.00	6	\$ 751,058.55	4.75%	20	(\$58,996.00)
			\$ -	\$ -	0	0
Gross Residential Rent	\$ 98,400.00		Developer EQ			
			\$ 138,901.00			
Commercial Space						
1	\$ 1,300.00					
			Tenant Contributions	Lease Sq Ft.	Amt per Sq Ft	Inc
Gross Commercial Rent	\$ 15,600.00		Total	\$ -		3%
Operating Expenses	Monthly Amount	Annual Amount	Additional Income	Per Month	Inc	
Taxes/Real Estate	\$ 167.00	\$ 2,004.00				
Insurance	\$ 267.00	\$ 3,204.00	Total	\$ -		2%
Management Fee	\$ 583.34	\$ 7,000.08				
Adverstising	\$ 83.34	\$ 1,000.08	Inc	Rate		
Legal & License	\$ 66.67	\$ 800.04	Residential Rent	2%		
Maintenance	\$ 733.34	\$ 8,800.08	Commercial Rent	2%		
Utilities	\$ 150.00	\$ 1,800.00	Operating Expenses	2%		
Miscellaneous	\$ 325.00	\$ 3,900.00				
Total	\$ 2,375.69	\$ 28,508.28				
Reserves	Per Unit/Per Month	Annual Amount				
Replacements	\$ 97.23	7000.56				

115 East Monroe

PRE-TAX CASH FLOW

	1	2	3	4	5	6	7	8	9	10
Revenues										
Gross Residential Rent	98,400	100,368	102,375	104,423	106,511	108,642	110,814	113,031	115,291	117,597
+Other Income	0	0	0	0	0	0	0	0	0	0
- <u>Residential Vacancy</u>	<u>4,920</u>	<u>3,011</u>	<u>3,071</u>	<u>3,133</u>	<u>3,195</u>	<u>3,259</u>	<u>3,324</u>	<u>3,391</u>	<u>3,459</u>	<u>3,528</u>
= Residential Income	93,480	97,357	99,304	101,290	103,316	105,382	107,490	109,640	111,833	114,069
Gross Commercial Rent	15,600	15,912	16,230	16,555	16,886	17,224	17,568	17,919	18,278	18,643
+ <u>Tenant Contributions</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
= Commercial Rent	15,600	15,912	16,230	16,555	16,886	17,224	17,568	17,919	18,278	18,643
- <u>Commercial Vacancy</u>	<u>780</u>	<u>477</u>	<u>487</u>	<u>497</u>	<u>507</u>	<u>517</u>	<u>527</u>	<u>538</u>	<u>548</u>	<u>559</u>
= Commercial Income	14,820	15,435	15,743	16,058	16,379	16,707	17,041	17,382	17,730	18,084
= Effective Gross Income	108,300	112,792	115,047	117,348	119,695	122,089	124,531	127,022	129,562	132,153

Operating Expenses

Taxes/Real Estate	4,000	4,080	4,162	4,245	4,330	4,417	4,504	4,591	4,678	4,765
Insurance	3,204	3,268	3,333	3,400	3,468	3,537	3,608	3,680	3,754	3,829
Management Fee	7,000	7,140	7,283	7,429	7,577	7,729	7,883	8,041	8,202	8,366
Advertising	1,000	1,020	1,040	1,061	1,083	1,104	1,126	1,149	1,172	1,195
Legal & License	800	816	832	849	866	883	901	919	937	956
Maintenance	8,800	8,976	9,156	9,339	9,525	9,716	9,910	10,109	10,311	10,517
Utilities	1,800	1,836	1,873	1,910	1,948	1,987	2,027	2,068	2,109	2,151
<u>Misc</u>	<u>3,900</u>	<u>3,978</u>	<u>4,058</u>	<u>4,139</u>	<u>4,221</u>	<u>4,306</u>	<u>4,392</u>	<u>4,480</u>	<u>4,569</u>	<u>4,661</u>
= Total Operating Expenses	30,504	31,114	31,737	32,371	33,019	33,679	34,349	35,028	35,707	36,386
- Transfer to Reserves	7,001	7,141	7,283	7,429	7,578	7,729	7,884	8,041	8,202	8,366
= Net Operating Income	70,795	74,537	76,027	77,548	79,099	80,649	82,207	83,781	85,360	86,947
- Debt Service (p+i) bank	(58,996)	(58,996)	(58,996)	(58,996)	(58,996)	(58,996)	(58,996)	(58,996)	(58,996)	(58,996)
- Other Debt Service (p+i)	0	0	0	0	0	0	0	0	0	0
Total Debt Service	(58,996)	(58,996)	(58,996)	(58,996)	(58,996)	(58,996)	(58,996)	(58,996)	(58,996)	(58,996)
= Cash Flow	11,799	15,541	17,031	18,552	20,103	21,653	23,204	24,781	26,363	27,951
Debt Coverage Ratio-Bank Loan	1.20	1.26	1.29	1.31	1.34	1.37	1.40	1.43	1.46	1.49
Cash on Cash (e=CF/EQ)	8.49%	0.11	0.12	0.13	0.14	0.15	0.16	0.17	0.18	0.19

DEVELOPMENT COST	970,632	100.00%	927,528	41,725	1,379	863,903	927,528	883,903
Signed this	day of				By:			
					Its:			
					Owner			

OWNER'S STATEMENT

Date 9/27/2013

STATE of Illinois
 COUNTY of Mclean
 CITY of Bloomington

The Owner being duly sworn on oath deposes and says that he/she is the owner of 407 409 W Washington located in the City of Bloomington, Illinois and:

- 1) That the owner is thoroughly familiar with all the facts and circumstances concerning this development;
- 2) That all during the term of the construction period as agreed by the City of Bloomington, the work done or materials furnished in connection with the development are listed below;
- 3) That if costs or contracts associated with the development change more than 20%, the owner agrees to notify the City; and
- 4) That this statement is a true and complete statement of all such contracts, previous payments, and balances due, to the best of the Owner's knowledge.

ITEM	COST	% TOTAL
ACQUISITION		
Build Acquisition	43,625	4.49%
Land Acquisition	0	0.00%
SITE IMPROVEMENTS		
Demolition	5,000	0.52%
On-Site Imp.	0	0.00%
Off-Site Imp.	0	0.00%
CONSTRUCTION		
Rehabilitation	795,311	81.94%
New Construction	0	0.00%
General Requirements	0	0.00%
Contractor Overhead		0.00%
Contractor Profit	53,900	5.55%
P & P Bond or LOC	0	0.00%
Contingency		0.00%
Permits & Impact Fees	2,400	0.25%
Furnishings/Appliances	20,000	2.06%
Relocation	0	0.00%
Plan Review		0.00%
PROFESSIONAL FEES		
Architect & Engineer	1,871	0.19%
Real Estate Legal	0	0.00%
Consultants	0	0.00%
Developer Fee	0	0.00%
Environmental	0	0.00%
Cost Certification	0	0.00%
Accounting	0	0.00%
Survey		0.00%
Other	0	0.00%
CONSTRUCTION FINANCE		
Title and Recording	0	0.00%
Constr. Interest/Carrying Costs		0.00%
Constr. Loan Fees	0	0.00%
Appraisal	0	0.00%
Market Study	0	0.00%
Lender Legal	0	0.00%
Other	0	0.00%
PERMANENT FINANCE		
Perm. Loan Fees	30,000	3.09%
Credit Enhancement	0	0.00%
Title and Recording	6,725	0.69%
Lender Legal	0	0.00%
Other	0	0.00%
SOFT COSTS		
Property Taxes	3,131	0.32%
Constr. Insurance	2,290	0.24%
Other Depreciable Soft	0	0.00%
Marketing Expense	5,000	0.52%
Organizational Exp.	0	0.00%
Other Amort. Soft	0	0.00%
Utilities	1,379	0.14%
Rentup Expense	0	0.00%
RESERVES		
Rentup Reserve	0	0.00%
Operating Reserve	0	0.00%
Bond D/S Reserve	0	0.00%
Working Capital	0	0.00%
Other	0	0.00%
Total	970,632	100.00%
By:		
Owner		

City of Bloomington Office of Economic Development
Property Tax Abatement Calculations
Project: 407-409 West Washington by Haney Plumbing & Rental
August 24, 2015

City of Bloomington Township Assessor's Final Value Estimate: \$709,500.00
Equalized Assessed Value (1/3 of Final Value): \$236,500.00

Property Tax Estimates

	2012 EAV	Post Development
Property Equalized Assessed Valuation	\$19,879.00	\$236,500.00

Property Tax	2012 Tax Rate	Tax Year 2012 Property Tax	Post Development Projected Property Tax
McLean County	0.91165	\$181.23	\$2,156.05
City of Bloomington Township	0.14145	\$28.12	\$334.53
City of Bloomington	1.0599	\$210.70	\$2,506.66
B-N Water Reclamation District	0.16402	\$32.61	\$387.91
Bloomington-Normal Airport Authority	0.12745	\$25.34	\$301.42
District 87 Schools	4.72322	\$938.93	\$11,170.42
City of Bloomington Library	0.2562	\$50.93	\$605.91
Heartland Community College District 540	0.48255	\$95.93	\$1,141.23
TOTALS	7.86644	\$1,563.77	\$18,604.13
Newly Created Annual Increment:			\$17,040.36

**City of Bloomington Office of Economic Development
 Project: 407-409 West Washington by Haney Plumbing & Rental
 Property Tax Abatement Calculations
 August 24, 2015**

Property Equalized Assessed Valuation	2012 EAV	Post Development
	\$19,879.00	\$236,500.00

Property Tax Summary

Taxing Body	Tax Year 2012 Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax (Base + Increment)	Tax Rate	Taxing Body Percentage Of Total Tax Bill
McLean County	\$181.23	\$1,974.83	\$2,156.05	0.91165	11.59%
City of Bloomington Township	\$28.12	\$306.41	\$334.53	0.14145	1.80%
City of Bloomington	\$210.70	\$2,295.97	\$2,506.66	1.0599	13.47%
B-N Water Reclamation Dist	\$32.61	\$355.30	\$387.91	0.16402	2.09%
BLM-NRM Airport Auth	\$25.34	\$276.08	\$301.42	4.72322	1.62%
CUSD 87 Bloomington	\$938.93	\$10,231.49	\$11,170.42	0.2562	60.04%
City of Bloomington Library	\$50.93	\$54.98	\$605.91	0.48255	3.26%
Heartland Community College	\$95.93	\$1,045.30	\$1,141.23	-	6.13%
Total	\$1,563.77	\$17,040.36	\$18,604.13		
Over 5 Year Incentive Period	\$7,818.85	\$85,201.80	\$93,020.65		

Abatement to Developer

Year	Tax Year 2012 Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax (Base + Increment)	Percentage Abatement of Increment	Percentage Abatement
1	\$1,563.77	\$17,040.36	\$18,604.13	85.7032%	\$14,604.13
2	\$1,563.77	\$17,040.36	\$18,604.13	85.7032%	\$14,604.13
3	\$1,563.77	\$17,040.36	\$18,604.13	85.7032%	\$14,604.13
4	\$1,563.77	\$17,040.36	\$18,604.13	85.7032%	\$14,604.13
5	\$1,563.77	\$17,040.36	\$18,604.13	85.7032%	\$14,604.13
TOTALS	\$7,818.85	\$85,201.80	\$93,020.65		\$73,020.67

Property Tax Paid To The Taxing Bodies

	Tax Year 2012 Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)
5 YEAR GRAND TOTALS	\$7,818.85	\$85,201.80	\$93,020.65
			\$73,020.67
			\$19,999.98

McLean County

Year	Tax Year 2012 Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$181.23	\$1,974.83	\$2,156.05	85.7032%	\$1,692.49	\$463.56
2	\$181.23	\$1,974.83	\$2,156.05	85.7032%	\$1,692.49	\$463.56
3	\$181.23	\$1,974.83	\$2,156.05	85.7032%	\$1,692.49	\$463.56
4	\$181.23	\$1,974.83	\$2,156.05	85.7032%	\$1,692.49	\$463.56
5	\$181.23	\$1,974.83	\$2,156.05	85.7032%	\$1,692.49	\$463.56
TOTALS	\$906.13	\$9,874.13	\$10,780.26		\$8,462.44	\$2,317.82

City of Bloomington Township

Year	Tax Year 2012 Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$28.12	\$306.41	\$334.53	85.7032%	\$262.60	\$71.93
2	\$28.12	\$306.41	\$334.53	85.7032%	\$262.60	\$71.93
3	\$28.12	\$306.41	\$334.53	85.7032%	\$262.60	\$71.93
4	\$28.12	\$306.41	\$334.53	85.7032%	\$262.60	\$71.93
5	\$28.12	\$306.41	\$334.53	85.7032%	\$262.60	\$71.93
TOTALS	\$140.59	\$1,532.05	\$1,672.65		\$1,313.02	\$359.63

348

City of Bloomington

Year	Tax Year 2012 Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$210.70	\$2,295.97	\$2,506.66	85.7032%	\$1,967.72	\$538.95
2	\$210.70	\$2,295.97	\$2,506.66	85.7032%	\$1,967.72	\$538.95
3	\$210.70	\$2,295.97	\$2,506.66	85.7032%	\$1,967.72	\$538.95
4	\$210.70	\$2,295.97	\$2,506.66	85.7032%	\$1,967.72	\$538.95
5	\$210.70	\$2,295.97	\$2,506.66	85.7032%	\$1,967.72	\$538.95
TOTALS	\$1,053.49	\$11,479.83	\$12,533.32		\$9,838.58	\$2,694.74

B-N Water Reclamation District

Year	Tax Year 2012 Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$32.61	\$355.30	\$387.91	85.7032%	\$304.50	\$83.40
2	\$32.61	\$355.30	\$387.91	85.7032%	\$304.50	\$83.40
3	\$32.61	\$355.30	\$387.91	85.7032%	\$304.50	\$83.40
4	\$32.61	\$355.30	\$387.91	85.7032%	\$304.50	\$83.40
5	\$32.61	\$355.30	\$387.91	85.7032%	\$304.50	\$83.40
TOTALS	\$163.03	\$1,776.51	\$1,939.54		\$1,522.52	\$417.01

BLM-NRM Airport Authority

Year	Tax Year 2012 Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$25.34	\$276.08	\$301.42	85.7032%	\$236.61	\$64.81
2	\$25.34	\$276.08	\$301.42	85.7032%	\$236.61	\$64.81
3	\$25.34	\$276.08	\$301.42	85.7032%	\$236.61	\$64.81
4	\$25.34	\$276.08	\$301.42	85.7032%	\$236.61	\$64.81
5	\$25.34	\$276.08	\$301.42	85.7032%	\$236.61	\$64.81
TOTALS	\$126.68	\$1,380.42	\$1,507.10		\$1,183.06	\$324.03

CUSD 87 Bloomington

Year	Tax Year 2012 Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$938.93	\$10,231.49	\$11,170.42	85.7032%	\$8,768.71	\$2,401.70
2	\$938.93	\$10,231.49	\$11,170.42	85.7032%	\$8,768.71	\$2,401.70
3	\$938.93	\$10,231.49	\$11,170.42	85.7032%	\$8,768.71	\$2,401.70
4	\$938.93	\$10,231.49	\$11,170.42	85.7032%	\$8,768.71	\$2,401.70
5	\$938.93	\$10,231.49	\$11,170.42	85.7032%	\$8,768.71	\$2,401.70
TOTALS	\$4,694.64	\$51,157.43	\$55,852.08		\$43,843.56	\$12,008.52

C of Bloomington Library

Year	Tax Year 2012 Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$50.93	\$554.98	\$605.91	85.7032%	\$475.64	\$130.27
2	\$50.93	\$554.98	\$605.91	85.7032%	\$475.64	\$130.27
3	\$50.93	\$554.98	\$605.91	85.7032%	\$475.64	\$130.27
4	\$50.93	\$554.98	\$605.91	85.7032%	\$475.64	\$130.27
5	\$50.93	\$554.98	\$605.91	85.7032%	\$475.64	\$130.27
TOTALS	\$254.65	\$2,774.92	\$3,029.57		\$2,378.19	\$651.37

Heartland Community College

Year	Tax Year 2012 Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$95.93	\$1,045.30	\$1,141.23	85.7032%	\$895.86	\$245.37
2	\$95.93	\$1,045.30	\$1,141.23	85.7032%	\$895.86	\$245.37
3	\$95.93	\$1,045.30	\$1,141.23	85.7032%	\$895.86	\$245.37
4	\$95.93	\$1,045.30	\$1,141.23	85.7032%	\$895.86	\$245.37
5	\$95.93	\$1,045.30	\$1,141.23	85.7032%	\$895.86	\$245.37
TOTALS	\$479.63	\$5,226.52	\$5,706.15		\$4,479.30	\$1,226.86

**A RESOLUTION OF THE COUNTY OF MCLEAN, ILLINOIS,
CONDITIONALLY AND PARTIALLY ABATING COUNTY PROPERTY TAX FOR
HANEY PLUMBING & RENTAL**

WHEREAS, the County of McLean, Illinois (the “*County*”) a body politic organized and existing under the laws of the State of Illinois with full power and authority to perform any function pertaining to its government and affairs; and,

WHEREAS, tax abatement is a tool often used as an incentive to induce business retention, business expansion and new development resulting in community revitalization; and;

WHEREAS, the promise of financial assistance can make the difference in a developer’s decision regarding the location of a project or the eagerness to expand or initiate a project; and,

WHEREAS, Joseph D & Ruth A Haney, DBA Haney Plumbing & Rental (the “*Developer*”), a sole proprietorship, has requested real estate tax abatements on the part of the local taxing districts in order to undertake the renovation of a building that is nearly 100 years old and which is located at 407-409 West Washington (the “*Building*”) in the area known as “Downtown Bloomington”; and,

WHEREAS, the Developer has advised the County that without the real estate tax abatements as requested, this undertaking will not be economically viable; and,

WHEREAS, all parties believe the economic development impact of this proposed project will ultimately be advantageous to the community as a whole due to the capital investment by the Developer and the resulting job opportunity, neighborhood revitalization, and the increase in the tax base of all of the taxing districts; and,

WHEREAS, the Developer has submitted a plan for the redevelopment and rehabilitation of the Building, which has remained vacant for many years, to construct a multi-unit rental property with six (6) residential units and commercial space on the ground floor (the “Project”); and,

WHEREAS, the current equalized assessed value of 407-409 West Washington Street (the “Subject Property”) is described in *Exhibit A* attached hereto; and,

WHEREAS, Article 18 of the Illinois Revenue Code, 35 ILCS 200/18-165(a), provides that:

“Any taxing district upon a majority vote of its governing authority may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

(1) *Commercial and industrial.*

(A) The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of ten (10) years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]”

WHEREAS, the Developer has estimated that the Project shall require an investment of \$970,632.00 to undertake and complete the Project; and,

WHEREAS, the Developer has requested that the County grant its request for a real estate tax abatement as permitted by Illinois law, provided that the Developer satisfy all of the terms and conditions as set forth in the Tax Abatement Agreement attached hereto and made a part hereof (the “*Agreement*”); and,

WHEREAS, the County is willing to grant such real estate tax abatement to the Developer in accordance with the terms and conditions set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the County Board of McLean County, Illinois, as follows:

Section 1. The Tax Abatement Agreement by and between the County and Joseph D & Ruth A Haney, DBA Haney Plumbing & Rental, in the form attached hereto, is hereby approved and the County Board Chairman is hereby authorized and directed to execute said Agreement on behalf of the County.

Section 2. The McLean County Clerk is hereby ordered to abate that portion of real estate taxes levied by the County against the Subject Property as follows:

1. For real estate taxes payable in the year 2017, the portion levied by the County over and above \$463.56
2. For real estate taxes payable in the year 2018, the portion levied by the County over and above \$463.56
3. For real estate taxes payable in the year 2019, the portion levied by the County over and above \$463.56
4. For real estate taxes payable in the year 2020, the portion levied by the County over and above \$463.56
5. For real estate taxes payable in the year 2021, the portion levied by the County over and above \$463.56

subject, however, to cancellation and termination upon written notice from the City Clerk of a default by the Developer under the Tax Abatement Agreement.

Section 3. The real estate tax abatement provided in Section Two shall terminate immediately upon written notice from the County Clerk that, at any time after April 30, 2015, a default has occurred on the part of the Developer which has not been cured.

Section 4. Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

Section 5. This Resolution shall be in full force and effect upon its passage, approval, and publication as provided by law.

ADOPTED by the McLean County Board, this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Matt Sorensen, Chairman
McLean County Board

Attest:

Kathy Michael, Clerk of the County Board
McLean County, Illinois

Exhibit A

Current equalized assessed value of 407-409 West Washington						
Parcel ID	Assessment Year	Land	Farm Land	Building	Farm Building	Total
21-04-307-003	2012	\$18,887	\$0	\$992	\$0	\$19,879

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (the “*Agreement*”) is made this ____ day of _____, 2015, between the County of McLean, Illinois, (the “*County*”) and Joseph D & Ruth A Haney, DBA Haney Plumbing & Rental (the “*Developer*”), a sole proprietorship.

WHEREAS, the County of McLean, Illinois (the “*County*”) a body politic organized and existing under the laws of the State of Illinois with full power and authority to perform any function pertaining to its government and affairs; and,

WHEREAS, tax abatement is a tool often used as an incentive to induce business retention, business expansion and new development resulting in community revitalization; and;

WHEREAS, the promise of financial assistance can make the difference in a developer’s decision regarding the location of a project or the eagerness to expand or initiate a project; and,

WHEREAS, Joseph D & Ruth A Haney, DBA Haney Plumbing & Rental (the “*Developer*”), a sole proprietorship, has requested real estate tax abatements on the part of the local taxing districts in order to undertake the renovation of a building that is nearly 100 years old and which is located at 407-409 West Washington Street (the “*Building*”) in the area known as “Downtown Bloomington”; and,

WHEREAS, the Developer has advised the County that without the real estate tax abatements as requested, this undertaking will not be economically viable; and,

WHEREAS, all parties believe the economic development impact of this proposed project will ultimately be advantageous to the community as a whole due to the

capital investment by the Developer and the resulting job opportunity, neighborhood revitalization, and the increase in the tax base of all of the taxing districts; and,

WHEREAS, the Developer has submitted a plan for the redevelopment and rehabilitation of the Building, which has remained vacant for many years, to construct a multi-unit rental property with six (6) residential units and commercial space on the ground floor (the “Project”); and,

WHEREAS, the current equalized assessed value of 407-409 West Washington Street (the “*Subject Property*”) is described in *Exhibit A* attached hereto; and,

WHEREAS, the Subject Property is identified as tax parcel 21-04-307-003 (the “*Tax Parcel*”), which is .245 acres in size; and,

WHEREAS, for purposes of this Agreement, the “Base EAV” of the Subject Property will be deemed to be the 2012 assessed value of the Tax Parcel; and,

WHEREAS, Article 18 of the Illinois Revenue Code, 35 ILCS 200/18-165(a), provides that:

“Any taxing district upon a majority vote of its governing authority may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

Commercial and industrial.

The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of ten (10) years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]”

WHEREAS, the Developer has estimated that the Project shall require \$970,632.00 of investment, including the cost of acquisition, to undertake and complete the Project; and,

WHEREAS, the Developer has requested that the County grant its request for a real estate tax abatement as permitted by Illinois law, provided that the Developer satisfy all of the terms and conditions as set forth in the Tax Abatement Agreement attached hereto and made a part hereof (the “*Agreement*”); and,

WHEREAS, the County is willing to grant such real estate tax abatement to the Developer in accordance with the terms and conditions set forth in the Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings herein contained and other valuable consideration, the parties hereby agree as follows:

Section 1. The County hereby agrees to adopt a Resolution, in the form attached hereto as *Exhibit A* (the “*Resolution*”), directing the County Clerk to abate that portion of the real estate taxes levied by the County against the Subject Property as follows:

1. For real estate taxes payable in the year 2017, the portion levied by the County over and above \$463.56
2. For real estate taxes payable in the year 2018, the portion levied by the County over and above \$463.56
3. For real estate taxes payable in the year 2019, the portion levied by the County over and above \$463.56
4. For real estate taxes payable in the year 2020, the portion levied by the County over and above \$463.56
5. For real estate taxes payable in the year 2021, the portion levied by the County over and above \$463.56

Said abatement shall be for a period of five (5) years, as stated in the Resolution. The County agrees to adopt and file any other documents that may be required from time to time to effectuate said abatements, including (*if necessary*) annual abatement resolutions.

Section 2. The Developer hereby represents and warrants that the Developer has redeveloped and reconstructed the building located on the Subject Property to provide a multi-family rental facility with 6 residential units and commercial space on the ground floor (the “*Project*”) for a total investment of no less than \$970,632.00.

Section 3. The Developer hereby covenants and agrees to submit to the City of Bloomington on or before July 31, 2015, the following items, to-wit: paid invoices (including statements at least monthly for development and general contractor fees), bills, contracts (including the agreement of the parties relative to acquisition of the Subject Property), lien waivers or other evidence as may be requested by the City to demonstrate an investment of no less than \$970,632.00 to complete the Project.

Section 4. This Agreement is subject to termination by the County after sixty (60) days written notice at any time during the term of this Agreement:

1. The Developer has failed to demonstrate that it has invested at least \$970,632.00 for improvements related to the Subject Property, including, without limitation, acquisition costs, site work, building construction, costs and fees, and equipment (purchased and installed).
2. The Developer has failed to complete the Project on or before April 30, 2015.

Section 5. The Developer covenants and agrees, warrants and represents that it shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to the Subject Property.

Section 6. For so long as this Agreement shall remain in full force and effect, the Developer agrees to provide access to and authorize inspection of the Subject Property upon request of the City of Bloomington to ensure that the improvements are made according to the specifications and conditions of this Agreement.

Section 7. In the event this Agreement is terminated due to the Developer's breach of any provision of this Agreement, then all taxes abated by the County pursuant to this Agreement shall be repaid to the County within thirty (30) days of County's request therefore. Additionally, the County shall direct the County Clerk not abate any of the County's levy of property taxes of the Subject Property.

Section 8. The County may extend the date set forth in *Section 4* of this Agreement, if the Developer reasonably demonstrates the necessity for any such extension(s).

Section 9. The Agreement constitutes the entire contract between the parties hereto, and no oral statements or promises and no understanding not embodied in this writing shall be valid or binding. Any modification of this Agreement shall be in writing and executed with the same formality as this Agreement.

Section 10. This Agreement shall be governed by the laws of the State of Illinois. It is agreed by the parties that if any party commences suit, action or any other legal proceeding against the other, the venue shall be the Circuit Court of McLean County, Illinois. Each prevailing party in such suit, action, or proceeding has a right to recover from any adverse party, its attorney's fees, court costs, and other costs of litigation.

Section 11. Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

Section 12. Any notice required under this Agreement shall be given to the respective parties as follows:

To the Developer:

Haney Plumbing & Rental
Attn: Joseph D & Ruth A Haney
9030 Hardesty Run
Bloomington, Illinois 61705

To the County:

County of McLean
Attn: Hannah Eisner, Assistant County Administrator
115 East Washington Street, Room 401
Bloomington, Illinois 61701

To the City:

City of Bloomington
Attn: Austin Grammer, Economic Development Coordinator
109 East Olive Street
Bloomington, Illinois 61702

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

County of McLean, Illinois, a body politic

By: _____
Matt Sorensen, Chairman

Attest:

Kathy Michael, Clerk of the County Board

Date

Haney Plumbing & Rental, a sole proprietorship

By: _____

Attest:

Date

Members Owens and Buchanan/Moved the County Board approve a Request for Approval of Tax Abatement Agreement between the County of McLean, Illinois and Haney Plumbing & Rental - Administration. Clerk Michael shows a voice vote was passed with Members Wendt, Erickson and Metsker voting no. Motion carried.

FINANCE COMMITTEE:
Member Owens, presented the following:



McLean County Board AGENDA ITEM NO. ????

For the McLean County Board: October XX, 2015

SUBJECT: Consideration of approving a Property Tax Abatement Incentive for “The Foundry” Retail Development at 915 and 921 East Washington Street.

RECOMMENDATION/MOTION: That the resolution for a proposed property tax abatement agreement for “the Foundry” Retail Development at 915 and 921 East Washington Street by Foundry Square, LLC be approved and authorize the County Board Chairman and County Clerk to execute the necessary documents.

CITY OF BLOOMINGTON STRATEGIC PLAN LINK: Goal 3: Grow the Local Economy; Goal 5: Great Place – Livable, Sustainable City; Goal 6: Prosperous Downtown Bloomington.

CITY OF 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; 3e. Strong working relationship among the City, businesses & economic development organizations. Objective 5d: Appropriate leisure and recreational opportunities responding to the needs of residents; 5e: More attractive city: commercial areas and neighborhoods. Objective 6d. Healthy adjacent neighborhoods linked to Downtown.

BACKGROUND & OVERVIEW: Foundry Square LLC will be the owning entity for the development known as “the Foundry” located at 915 and 921 East Washington Street. The project includes the construction of two new commercial / retail buildings with a total of 21,000 gross square feet of leasable space. Subject to the approval of the proposed property tax abatement, Green Top Grocery, a new start-up cooperatively owned grocery store, is willing to enter into a 10 year lease agreement for 10,000 square feet of space at the subject property.

This new commercial / retail development will create a minimum investment of \$2,400,000 into taxable property and would serve to revitalize a vacant lot near Downtown Bloomington, an area highlighted as an Economic Development Target Area by the City Council in October of 2012. This site has also been highlighted in the City’s 2015 Comprehensive Plan as a “Tier One” priority focus area for in-fill development and redevelopment to “support the goals of compact development, leveraging Bloomington’s investment in city services, and keeping growth contiguous to the City.”

As a member-owned start-up business, Green Top Grocery has requested financial assistance from the City to improve its chances of long-term economic viability. In addition to soliciting state and federal grants, selling membership shares, and conducting an owner loan campaign, support from the City in the form of property tax abatement and sales tax rebates will help to

close identified gaps in financing during the store's start-up phase of operation. On August 24, 2015 the City Council approved a 10 year sales tax rebate agreement for Green Top Grocery and a corresponding five year property abatement agreement to support the Foundry retail development.

To make the project financially feasible and thus start construction of the Foundry retail development, Foundry Square LLC is requesting a sliding scale abatement of real estate taxes owed on the subject property. The property tax abatement, if approved by the taxing bodies, would allow the tenants of the Foundry to pay a portion of the new increment of property tax during the first five (5) years of operation at the Foundry. Throughout the abatement period, the property taxes will gradually increase to take into account the full value of the new investment. At the end of the proposed abatement period, all taxing bodies would begin to collect the full amount of post-investment property taxes. The approved City sales tax rebate will also help Green Top Grocery with the expense of building out the new retail space as it begins operation in this new retail center.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In addition to appropriate Department Heads and representatives from Public Works, PACE, Finance, Fire, Water and Police all having received the information and been invited to a comprehensive discussion on the application, the National Development Council, Economic Development Council for the Bloomington-Normal Area, Downtown Bloomington Association, Assessor for the City of Bloomington Township have been partners throughout the incentive application process. In addition to conducting informal meetings and communications with the aforementioned entities, the property tax abatement agreement will also be considered by the following committee and boards: McLean County Finance Committee, District 87 School Board, Bloomington Normal Airport Authority Board, McLean County Board, Heartland Community College Board, Bloomington Public Library, City of Bloomington Township Board, and the Bloomington Normal Water Reclamation District Board.

FINANCIAL IMPACT – PROPERTY TAX ABATEMENT: According to the National Development Council, which conducted a full financial analysis of the development team and the project in question (including a three year review of personal and business financial statements), this incentive is necessary to make the project financially viable. As proposed, this arrangement serves to strengthen the project's financial position by filling the identified financial gap.

As structured, the proposed five year property tax abatement agreement protects the taxing bodies by guaranteeing that they will collect the existing pre-project level of property taxes (estimated to be \$21,908.39) *plus* an additional increment equal to \$121,323.82 over the five year term of the proposed abatement agreement (\$143,232.21 total).

City staff believes the proposed incentive package is worthy of consideration by the McLean County Board. But for the proposed incentives, this development would not take place. As a citizen backed start-up business, City staff supports the offer of incentives to Green Top Grocery to ensure its financial viability for years to come and the benefits it will provide to the health and quality of life for area residents.

Respectfully submitted for consideration by the McLean County Board.

Prepared by:
Austin Grammer
City of Bloomington Economic Development Coordinator

Recommended by:

Bill Wasson
County Administrator

Attachments:

- Proposed Property Tax Abatement Resolution
- Proposed Property Tax Abatement Agreement
- Exhibit A: Preliminary Plat of the Proposed Foundry Subdivision
- Property Tax Abatement Incentive Packet

Motion: That the resolution for a proposed property tax abatement agreement for “the Foundry” Retail Development at 915 and 921 East Washington Street by Foundry Square, LLC be approved and authorize the County Board Chairman and County Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other



Office of Economic Development

Economic Development Incentive Application

**Green Top Grocery Cooperative
&
"the Foundry" Retail Development by Foundry Square LLC
915 and 921 East Washington Street**

August 24, 2015

Table of Contents:

- A. Office of Economic Development Report
- B. National Development Council Memos & Summary of Findings
- C. Food Desert Executive Summary
- D. Incentive Application
- E. Green Top Grocery Fact Sheet
- F. Green Top Grocery Owner Brochure
- G. Incentive Application Scoring Form
- H. Project Maps Including Constitution Trail and Connect Transit
- I. Project Renderings
- J. Property Tax Assessment
- K. Property Tax Abatement Calculations
- L. Green Top Grocery Cooperative Build-out Estimate
- M. Property Tax Abatement Resolution and Agreement
- N. Sales Tax Rebate Resolution and Agreement

City of Bloomington Office of Economic Development

**Economic Development Incentive Application
Green Top Grocery Cooperative &
“the Foundry” Retail Development by Foundry Square LLC
915 and 921 East Washington Street**

August 24, 2015

OVERVIEW:

Foundry Square LLC will be the owning entity for the development known as “The Foundry” located at 915 and 921 East Washington Street. This development is immediately east of Downtown Bloomington and is the former site of a manufacturing facility known as American Foundry and Furnace Co. and is now a grass field lacking any improvements. The project is being developed by Workbench Collaborative LLC in cooperation with BEER NUTS, Inc. and James A. Shirk.

The project includes the construction of two new commercial / retail buildings on the subject property consisting of one building with a single 10,000 sq. ft. leasable unit and one building with two 5,500 sq. ft. leasable units for a total of 21,000 gross square feet. Subject to the approval of the property tax abatement agreement and retail sales tax rebate agreement presented before the Council, Green Top Grocery, a new start-up cooperatively owned grocery store, is willing to enter into a 10 year lease agreement for 10,000 sq. ft. of space at the subject property:

This new commercial / retail development will create a minimum investment of \$2,400,000 into taxable property and would serve to revitalize a vacant lot near Downtown Bloomington, an area highlighted as an Economic Development Target Area by the City Council in October of 2012. This site has also been highlighted in the draft 2015 Comprehensive Plan as a “Tier One” priority focus area for in-fill development and redevelopment to “support the goals of compact development, leveraging Bloomington’s investment in city services, and keeping growth contiguous to the City.”

In addition to its location as a focus area, by creating a home for Green Top Grocery, this development will help to address a food desert area in Bloomington as identified by the United States Department of Agriculture. A map highlighting food desert areas in Bloomington is attached along with an overview of the negative impacts of food deserts in our community compiled by a student at Illinois Wesleyan University. The subject property is also served by three Connect Transit routes (G Yellow, Red B, and E Blue), which will help to improve access to fresh foods for the residents of Bloomington’s west side area food desert and the City as a whole. The subject property is also located adjacent to Constitution Trail which will further increase access to healthy food options and refreshments for trail users.

Green Top Grocery will create additional economic development benefits for the City and McLean County since Green Top’s core mission is to provide affordable, locally grown produce and meats. The opening of Green Top Grocery will expand the market for both existing and

potential new local farms which can in turn increase capacity to supply existing and potential new locally focused produce and meat retailers and restaurants.

As a member-owned start-up business, Green Top Grocery has requested financial assistance from the City to improve its chances of long-term economic viability. In addition to soliciting state and federal grants, selling membership shares, and conducting an owner loan campaign, support from the City in the form of property tax abatement and sales tax rebates will help to close identified gaps in financing during the store's start-up phase of operation.

To make the project financially feasible and thus start construction of The Foundry retail development, Foundry Square LLC is requesting a sliding scale abatement of real estate taxes owed on the subject property. The property tax abatement, if approved by the taxing bodies, would allow the tenants of The Foundry to pay a portion of the new increment of property tax during the first five (5) years of operation at The Foundry. Throughout the abatement period, the property taxes will gradually increase to take into account the full value of the new investment. At the end of the proposed abatement period, all taxing bodies would begin to collect the full amount of post-investment property taxes. Sales tax rebates will also help Green Top Grocery with the expense of building out the new retail space as it begins operation in this new retail center.

Staff believes the proposed incentive package is worthy of consideration by the Council. But for the proposed incentives, this development would not take place. As a citizen backed start-up business, Staff supports the offer of incentives to Green Top Grocery to ensure its financial viability for years to come and the benefits it will provide to the health and quality of life for area residents.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

In addition to appropriate Department Heads and representatives from Public Works, PACE, Finance, Fire, Water and Police all having received the information and been invited to a comprehensive discussion on the application, the National Development Council, Economic Development Council for the Bloomington-Normal Area, Downtown Bloomington Association, Assessor for the Town of the City of Bloomington have been partners throughout the incentive application process. In addition to conducting informal meetings and communications with the aforementioned entities, the property tax abatement agreement will also be considered by the following committee and boards: McLean County Finance Committee, District 87 School Board, Bloomington Normal Airport Authority Board, McLean County Board, Heartland Community College Board, Bloomington, Public Library, City of Bloomington Township Board, and the Bloomington Normal Water Reclamation District Board.

FINANCIAL IMPACT – PROPERTY TAX ABATEMENT:

According to the National Development Council, which conducted a full financial analysis of the development team and the project in question (including a three year review of personal and business financial statements), this incentive is necessary to make the project financially viable.

As proposed, this arrangement serves to strengthen the project's financial position by filling the identified financial gap.

As structured, the proposed five year property tax abatement agreement protects the taxing bodies by guaranteeing that they will collect the existing pre-project level of property taxes (estimated to be \$21,908.39) *plus* an additional increment equal to \$121,323.82 over the five year term of the proposed abatement agreement (\$143,232.21 total).

For example, the City collected an estimated \$576.62 in property tax from the subject property in 2014. As the percentage of abatement decreases over five years, the City will collect \$15,966.04 over the five year period, then in year six when the abatement ends, the City will collect an estimated \$7,118.09 annually thereafter. From the developer's perspective, the City's portion of the abatement will total \$19,624.40 which will help the developer to close the project's identified financial gap while also maintaining an adequate market return in the initial years of the project. (An illustration of the proposed incentive structure is included in the Financial Impact section of this memo.)

It is important to note that the amount of abated property taxes will vary from taxing body to taxing body, based on the size of each taxing body's specific levy (an estimate of said breakdown is provided within the Financial Impact section of this memo). As each taxing body will have its own tax abatement agreement, if one or more taxing bodies choose not to participate, this will have no effect whatsoever on taxing bodies that do choose to participate.

The tables below demonstrate the potential value of the capital investment and related property tax abatement as proposed for each of the taxing bodies affecting the parcel.

Property Assessment Estimate:

See attached letter and charts provided by the Assessor for the Town of the City of Bloomington

Proposed Property Tax Abatement Agreement, Related Estimates and Illustration:

See attached charts for estimates calculated by the City's Economic Development Coordinator.

FINANCIAL IMPACT – SALES TAX REBATE:

As set forth in the proposed Sales Tax Rebate Agreement, Green Top Grocery has agreed to lease one 10,000 square foot unit in the proposed retail development for a minimum term of ten (10) years. Green Top Grocery will enter into a lease with Foundry Square LLC on or before December 31, 2015. According to the attached written statement, Green Top Grocery plans to invest a minimum of \$1,950,000 in the form of leasehold improvements. Per the terms of the agreement, Green Top Grocery is to commence operation on or before January 1, 2017. Green Top Grocery will be required to employ no less than ten (10) full time positions and no less than fifteen (15) part time positions throughout the term of the agreement.

The agreement provides for a sliding scale sales tax rebate to the retailer. As a start-up, citizen-led venture, the sales tax rebate for Green Top Grocery is structured to extend for ten years,

starting at a 100% rebate in year one and decreasing in 10% increments over the life of the agreement.

The agreement contains a section that is commonly referred to as a “claw back” provision. In the event that Green Top Grocery ceases operation of its retail store prior to the minimum ten (10) year commitment, the retailer will be obligated to repay to the City any and all sales tax rebate payments that have been issued up until that time. Given the strong grassroots support among Bloomington residents for Green Top Grocery, along with documented market analysis of the local grocery retail category, it is unlikely that Green Top Grocery will leave the City before the end of the ten (10) year agreement term. This clause is included in an attempt to protect the City from any unforeseen circumstances.

ADDITIONAL IMPACTS:

In addition to the annual increase in property tax revenue paid to each taxing body during the term of the proposed five year abatement agreement, there are a number of other ways in which this project will be beneficial to the community outside of the capital investment figures. As these aspects are difficult to quantify, an overview of the potential positive effects of this project are outlined below. Ultimately, this project will:

- Use local workforce during construction and upon completion of the project.
- Increase the property value of the subject property and have a positive impact on the surrounding area.
- Allow for the expansion of local commercial businesses.
- Transform a near Downtown Bloomington property that, when complete, will enhance the perception of the Downtown while also boosting traffic to local businesses by pulling shoppers towards Downtown.
- Stimulate positive communication between developers, City staff and economic development organizations within our community and open the door for future development opportunities
- Be a source of pride for those actively working to improve the Downtown and the nearby historic residential neighborhoods.
- Serve as a model for in-fill development, especially development that is synergistic with and located along Constitution Trail.

City of Bloomington Economic Development Incentive Guideline:

It is also important to note that the proposed incentive embraces the goals and objectives outlined in the City of Bloomington’s Economic Development Incentive Guideline, as adopted by Council in 2012. (<http://www.cityblm.org/Modules/ShowDocument.aspx?documentid=4466>)

The goals and objectives of said criteria, along with the ways in which the Foundry Square LLC development meets such principals, are summarized herein as follows:

GOAL/OBJECTIVE	CRITERIA FULFILLED
1. Provide a distinct financial return	<ul style="list-style-type: none"> • NDC confirmed financial gap. • Immediate financial return exists.
2. Initiated by a formal application process	<ul style="list-style-type: none"> • Completed application packet enclosed. • Financial statements provided to NDC.
3. Derived from new incremental revenue	<ul style="list-style-type: none"> • Only newly generated revenue will be utilized for the incentive; no existing City funds will be allocated.
4. Appropriate amount and length of time	<ul style="list-style-type: none"> • 6% of the building construction project cost is proposed to be returned in the form of a property tax incentive. • Property Tax incentive is limited to five (5) years. • 20% of Green Top Grocery's interior build out project cost is proposed to be rebated in the form of a sales tax rebate.
5. Project based incentives	<ul style="list-style-type: none"> • At the request of the parties involved, separate agreements were drafted between Green Top Grocery Cooperative and Foundry Square LLC.
6. Development agreement with performance based measurements & claw back provisions	<ul style="list-style-type: none"> • Development agreements with appropriate performance measurements and claw back provisions are included in the application packet.
7. State and federal regulations to be met	<ul style="list-style-type: none"> • To the best of Staff's knowledge, all state and federal regulations have been met by the applicant(s) up to the point of submission of this memo.
8. Incentives for future development	<ul style="list-style-type: none"> • Incentives will be applied to the development in accordance with the project pro forma and sworn statement provided.

MEMORANDUM

TO: AUSTIN GRAMMER
FROM: ELIZABETH AU
SUBJECT: THE FOUNDRY
DATE: FEBRUARY 11, 2015
CC:

UNDERWRITING ANALYSIS- 911 & 921 E WASHINGTON

National Development Council (NDC) has conducted a preliminary review of a proposed development located at 915 & 921 Washington. This memo outlines the information reviewed and makes observations and preliminary recommendations regarding the appropriateness of subsidy. All information and recommendations are subject to the information and due diligence provided by the developer and the tenant.

Information Reviewed/Observations:

- 1) **Development Budget:** The total development budget was estimated by the developer and the hard costs estimated were in line with similar commercial projects in the area. There are additional development costs that should be included in the analysis of the subsidy including design fees, permitting and tap fees, financing costs etc that are currently not in the estimates. As the project proceeds, the development budget should be updated accordingly.
- 2) **Financing:** The developer advised that they will pursue conventional bank financing that will require a 1.20 DCR and 75% LTV. The loan terms modeled do follow with the typical conventional loan terms. Additionally, the developer will provide the remaining equity to finance the project. Currently, the equity required to develop the project will not yield a market return based on the cash flow generated by the project.
- 3) **Pro forma:** The development will contain three retail spaces, two of which will be rented at the market rent to existing retail businesses in the area. The third space will be rented to a start-up retail business at a reduced rent. All leases will be triple net, meaning the tenants pay property taxes, insurance, and operating expenses.
- 4) **Tenant Financial Projections:** The tenant has projected a triple net lease, however the lease rate modeled is below commercial rent which will assist in the initial start up of the business. In looking at the projections, any assistance the City can give in reducing expenses and increasing additional revenue will strengthen the operating position of the business and will allow them to be more sustainable.

Recommendations:

The recommendations below reflect a preliminary assessment of due diligence information and are subject to additional information from the developer and the tenant. The purpose of the incentive structure below is to allow the City, developer and tenant to continue discussions regarding the proposed development. All recommendations are subject to the information given and should be re-evaluated as terms are finalized.

- 1) Reduction of development expenses through reducing permitting and tap fees and application of Enterprise Zone if applicable. The NOI from the property will allow a certain amount of debt to be raised. Additionally, the cash flow projected from the project will yield only a certain amount of equity. Currently the developer projects a below market return, so any reduction in development expenses will assist in improving the return. It is recommended that before any final recommendations are provided, that the developer submit an updated development budget and proforma for review.
- 2) Property tax abatement should be considered for the project. Because the lease is structured as a triple net lease, any reduction in the projected property tax will help the operational sustainability of the tenant. The recommendation would be to freeze the current property tax and increase it by a certain % over a five year period; potentially 100% in year 1, 80% in year 2, 60% in year 3, 40% in year 4, 20% in year 5, and after year 5 the full property tax would be due.
- 3) Additionally a rebate of the tenant's sales tax could be considered to strengthen the cash flow to the tenant and ensure their ability to pay rent. Based on the financial projections, the tenant will generate approximately \$45,000 in new sales tax. The new sales tax generated could be rebated to the tenant in order to improve cash flow and profitability and to ensure their ability to cover expenses including rent. The City could rebate the new sales tax on a sliding scale; 80% in year 1, 60% in year 2, 40% in year 3, and 20% in year 4.

MEMORANDUM

TO: AUSTIN GRAMMER
FROM: ELIZABETH AU
SUBJECT: THE FOUNDRY
DATE: 7/21/15
CC:

UNDERWRITING ANALYSIS- 911 & 921 E WASHINGTON

National Development Council (NDC) has conducted a review of a proposed development located at 915 & 921 Washington. This memo outlines the assumptions given from the City and the developer and makes observations and recommendations regarding the appropriateness of the subsidy. All information and recommendations are subject to the information and due diligence provided by the City and the developer.

Assumptions:

- 1) Development Budget: The total development budget was estimated by the developer at \$3,348,614 with hard costs running at approximately \$2,609,210.
- 2) Financing: The developer advised that they have obtained financing in the amount of \$1,957,596. The developer will provide the remaining \$1,000,613 as an equity investment in the project.
- 3) Pro forma: The development will contain four commercial spaces that will yield gross income of \$185,280. Expenses were estimated at \$72,425 with property taxes running at \$37,961.

Analysis:

In analyzing the financial viability of the development, there does appear to be a financing gap. With a total development budget of \$3,348,614, financing of \$1,957,596, the development does not yield enough cash flow to justify the \$1,000,613 in equity required to complete the project.

Recommendations:

The tax abatement proposed would be structured to improve the cash flow from the development that would justify the developer to contribute the equity required to complete the project. The abatement can be structured so that the increase in property taxes will be phased-in over a five year period which would be as follows: 100%, 80%, 60%, 40% and 20% in the last year. By reducing the amount of property tax, it allows for the developer to realize a more acceptable cash-on-cash rate of return.

Additionally, the City could provide incentives that would lower the development cost thus reducing the equity required by the developer for the project. The City could explore waiving or reducing permitting fees for the project. By lowering the development costs and the equity required, that would additionally improve the cash flow yielding a market return for the developer.

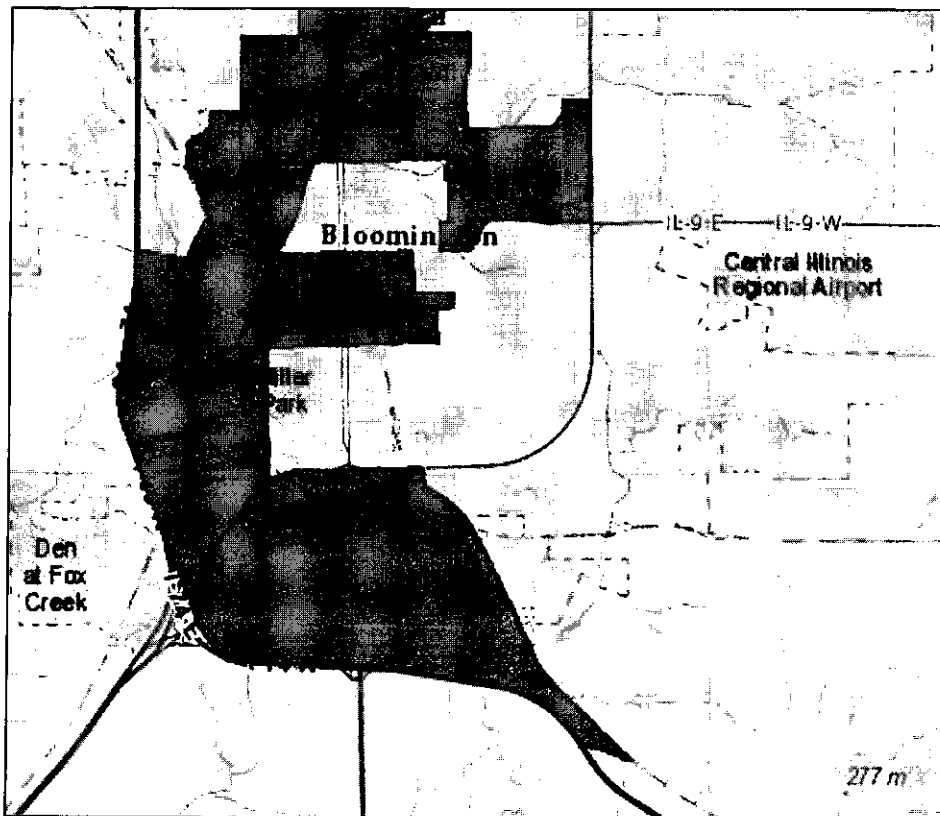


Food Deserts in Bloomington, IL

Brigitta Jakob, IWU Student of International Economics and Mathematics

Food Desert = Low Income + Low Access

The 2008 Farm Bill defined a “food desert” as an area in the United States with limited access to affordable and nutritious food, particularly in areas composed of predominantly lower-income neighborhoods and communities (p. 1). Low income is defined as having a poverty rate of 20% or greater in the community. Low access to healthy food means being far (measured at both 1 mile and 0.5 miles) from a supermarket or large grocery store (USDA). As shown in the United States Department of Agriculture (USDA) Food Atlas, a large part of Bloomington is a food desert, both for 0.5 mile and 1 mile ranges.



Low Income and Low Access at ($\frac{1}{2}$ and 1) and 10 miles
(Source: 2014 Food Access Research Atlas)

How to Shop When You Live in a Food Desert

Many residents in food deserts buy food items at convenience stores and gas stations.

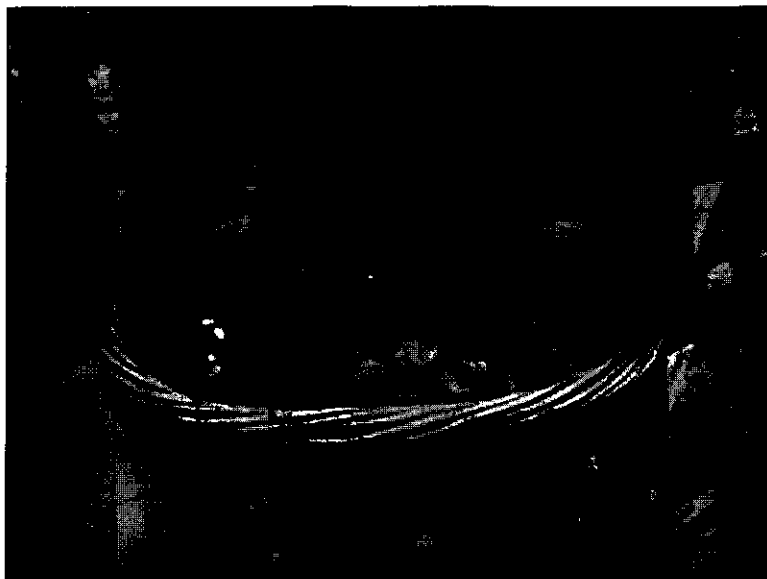


Figure 1: This photo of a basket of apples was taken in the summer of 2014 at a convenience store at Roosevelt and Market. This was the only fresh produce found on a walk from Main Street to Stillwell.

Walking, or even bicycling, to a grocery store at the 0.5 mile or 1 mile increment might seem reasonable during warm months. However, it becomes unreasonable to walk in the snow, rain, across an interstate, or in the dark, all without a car. Public transportation is also inefficient and expensive. A roundtrip ride on the bus from the middle of the Westside to the Wal-Mart on Market Street takes 90 minutes. At one trip per week, that totals nearly 80 hours per year in time spent riding the bus to the grocery store. Taking a cab could be a faster option, but is costly.

Food Deserts & the Economy

Teska & Associates conducted an opportunity gap and surplus research analysis with a 0.5 mile radius on the intersection of Market St. and Allin St. within a food desert. In 2013, there was a positive retail gap for food and beverage sector, namely \$2,226,618 (69% lower compared to 2007). There is a similar situation for both the health and personal care sector, with a rapidly increasing gap from 2007, with increases from 150.6% to \$1,290,771 in only 6 years. Essentially in 2013, people living in this area spent around \$3.5 million on food and medicines outside of this area. These transactions could have contributed to local tax revenue if the demand for these products had been purchased in the immediate area. If this opportunity gap is lowered by building more grocery stores or pharmacies, it can have positive impacts for the local economy such as increasing sales and property tax revenue, providing jobs, and addressing the concerns of a food desert.

Food Deserts & Education

Increasing access to nutritious food has a great impact on the well-being of a community. Access to healthy food is associated with lowering the risk for obesity and other diet-related, chronic diseases. In California and New York City, residents living in areas with higher densities of fresh food markets, compared to convenience stores and fast food restaurants, have lower rates of obesity (PolicyLink).

A number of studies show that improvements in nutrient intake can influence cognitive ability and intelligence levels on school-aged children. Researchers generally find a higher quality diet is associated with better performance on exams, and that programs focused on increasing students' health show improvements in students' academic test scores. Other studies find that improving the quality of students' diets leads to students being more focused, increases math scores, and increases attendance (Just, 2014).

Food Desert & Sense of Community

Having a local grocery store is essential to improving quality of life for city residents. People shopping for a new home evaluate many factors including access to items they use and need regularly – schools, parks, grocery stores, banks, and easy routes for commuting. A grocery store can also serve as an informal gathering place for residents. Friendly familiar faces are a small but significant factor in the process to building safe communities.

Food Deserts & Food Pantries

According to PATH, there are seventeen food pantries in Bloomington-Normal. On the Westside of Bloomington, there are more food pantries than grocery stores. Many food pantries face shortages throughout the year and report that in recent years there has been an increase in the number of families seeking help.

While food pantries can provide some food, the availability of fresh produce is limited due in large part to the lack of cold storage. Food pantries provide “shelf-stable” food including canned goods, boxed items, and donations of bakery items. These are not the healthiest options especially for low income families that may face health issues.

In 2014, *Home Sweet Home Ministries* closed its food pantry and opened a co-op including fresh food and meats. Co-op members can shop for groceries in return for two hours of volunteer support per week. The organizers say this allows the shopper to maintain a sense of dignity and lessens the stigma of receiving a hand-out.

Cedar Ridge Elementary school has a food pantry within the school. Volunteers fill backpacks with food and send them home with children on Fridays so there will be food at home. In the summer, when school is out, there are free meal programs at various sites throughout the community so children who rely on the free and reduced lunch program for meals, can eat lunch during the summer.

Food Deserts & Fresh Food



In the summer of 2014, the West Bloomington Revitalization Project launched a gleaning program with the Downtown Bloomington Association Farmers' Market. Volunteers attended the market every Saturday and gleaned produce from the farmers which was then delivered for free on the Westside (a food desert). Over 7,000 pounds of food was distributed to families who needed additional food due to a wide variety of circumstances and they were thrilled to have fresh and healthy produce. This project destroyed the myths that people don't want healthy food, don't know how to cook healthy food, or prefer fast food. Feedback from visitors was overwhelmingly positive and there were no

leftovers at the table, making the case for increased access to fresh produce in the food desert.

Food deserts need access to additional grocery stores to improve the quality of life in the neighborhood. Food is a basic necessity and when access to it is limited in quantity, quality, or distance, the entire community suffers in both the short and the long-term.

References

- Food Access Research Atlas. (2014, October 31). Retrieved February 7, 2015 from <http://www.ers.usda.gov/data-products/food-access-research-atlas/go-to-the-atlas.aspx>
- Just, David. (2014, June 26). 3 Ways Nutrition Influences Student Learning Potential and School Performance. Retrieved February 2, 2015 from http://www.extension.org/pages/68774/3-ways-nutrition-influences-student-learning-potential-and-school-performance#.VNgCi_nF-F8
- McLean County Regional Planning Commission. (n.d.). Retrieved February 1, 2015 from http://www.mcplan.org/egov/documents/1407520400_61692.pdf
- PolicyLink. (n.d.). *The Grocery Gap: Who Has Access to Healthy Food and Why It Matters*. Retrieved February 7, 2015 from http://thefoodtrust.org/uploads/media_items/grocerygap.original.pdf
- USDA Food Desert Locator Tool. (n.d.). Retrieved February 1, 2015 from <http://apps.ams.usda.gov/fooddeserts/faqlocatortool2-pgr.pdf>
- Teska Associates, Inc. (n.d.). *Market Summary*. Illinois: Goldstein.
- West Bloomington Neighborhood Plan. (n.d.). Retrieved February 1, 2015 from <http://www.westbloomington.org/wordpress/wp-content/uploads/2013/10/WestBloomingtonTeska.pdf>



Commercial Incentive Application

I. Taxpayer Information

Name of Taxpayer Seeking Abatement: **Foundry Square LLC**

Mailing Address: **PO BOX 1549, Bloomington, IL 61702**

Name of authorized to represent taxpayer making application: **Kyle Glandon**

Address of Authorized representative: **103 N. Robinson Street, Bloomington IL 61701**

Telephone & Fax number of authorized representative: **Mobile: 309-533-9706**

Provide a brief description of the Taxpayer's business, including company history, product(s), facilities, sales and corporate growth, and corporate employment. Also discuss any applicable future growth, planned expansions, and/or corporate diversification.

Foundry Square LLC will be the owning entity for the retail development planned for 915 and 921 E. Washington Street. The project is being developed by Workbench Collaborative LLC in cooperation with current property owner, James A. Shirk. Foundry Square LLC plans to retain ownership of the buildings and land for the foreseeable future.

Workbench Collaborative, established in 2012, is managed by Kyle Glandon and Lacey Shirk Glandon. They have a growing portfolio of commercial and residential properties constructed, leased and/or managed in Bloomington-Normal, including 1907 Jumer Drive, 1709 Jumer Drive, 303 Hershey Road, 314 Susan Drive, 205 Landmark, 1616-1702 GE Road and the Evergreen Villas project.

Project Profile

Provide an estimated project schedule including (when applicable):

- Closing of purchase: **Land is currently owned by majority investor in the project**
- Permitting: **Fall 2015 (contingent upon Green Top Grocery financing)**
- Environmental Assessment and/or Remediation of Activities: **Phase 1 & 2 Environmental assessments completed Summer 2013**
- Construction Start: **Fall 2015 or Spring 2016**
- Construction Completion: **Summer 2016 or Winter 2016**
- Occupancy of facilities: **Summer 2016 or Winter 2016**
- Letter of Intent from tenants: **Completed**
- Other pertinent dates, as appropriate



Commercial Incentive Application

Sponsor/Developer: **Workbench Collaborative LLC**

Project Street Address: **915 & 921 Washington Street**

City, State & Zip Code: **Bloomington, IL 61701**

County: **McLean**

Project type (Commercial Real Estate, Business, Equipment): **New construction – Retail**

Sq. ft. of project: **Approximately 21,000 GSF**

Total Project Cost/Investment: **\$3,950,000 (including tenant improvements)**

Total Incentive Requested: **Municipal fees waived, property tax abatement and sales tax rebates for tenant Green Top Grocery.**

11 Digit Census Tract Code: **17113001700;17;3**

Please provide a narrative that describes the project in specific detail:

The proposed project, referred to as “the Foundry,” includes construction of 2 new steel framed buildings for up to four retail/food service businesses. The site will include approximately 145 new parking stalls and new Constitution Trail access for the public. This property has been vacant for 25+ years since the demolition of the American Foundry and Furnace Co. buildings and is considered a remediated brownfield.

This new development will be an anchor on the south end of the Constitution Trail and a catalyst for improvement in Bloomington’s treasured historic neighborhood of Founder’s Grove and nearby Dimmit’s Grove. The project also brings a focus back to infill development in close proximity to Downtown Bloomington while the city continues to grow North and East.

Green Top Grocery will be the largest tenant, occupying the entirety of 921 E Washington Street with approximately 10,000 SF of leasable area. Their operations include the sale of fresh produce from local farmers, packaged goods and prepared food. Other locally owned and synergistic retailers have committed to the project but wish to remain unnamed until construction has commenced.



Commercial Incentive Application

How is the property currently being used and what is the condition of the property?

The property is currently a grass field that is underutilized. Remediation of contaminated soils and removal of underground storage tanks occurred in the 1980's. Previously zoned M-1, the developer requested and was granted a B-1 zoning in 2013.

Will the project require additional municipal services or facilities?

Yes: _____ No: _____

If yes, please explain:

To the best of our knowledge, the existing public utilities servicing the neighborhood are sufficient for the proposed project. In 2013, when a previous version of the Foundry was proposed to city council, an internal analysis was completed regarding capacity of Washington Street for increased traffic and it was deemed adequate for a larger mixed-use development proposal at that time. This revision from the 2013 plan is smaller in both total building area and parking requirements.

We have proposed a new access for the Constitution Trail within the city's easement. Maintenance of this improvement will need to be addressed once the design proposal is finalized and engineering has had the opportunity to review. Please refer to the attached site plan.



Commercial Incentive Application

II. For Projects seeking tax abatement for Commercial Real Estate development

Development Team

Please list all of members of the development team, their contact information and their role in the development process. If more than four members are on the team, please attach the additional contact information separately.

Name: **Kyle Glandon**
Address: **103 N Robinson Street**
Phone Number: **309-533-9706**
Fax Number: _____
Email: **kyle@workbenchco.com**
Role: **Developer / Architect**

Name: **James A Shirk**
Address: **103 N Robinson Street**
Phone Number: **309-827-8580**
Fax Number: _____
Email: **j.shirk@beernuts.com**
Role: **Developer / Property Owner**

Name: **Lacey Glandon**
Address: **103 N Robinson Street**
Phone Number: **309-807-0563**
Fax Number: _____
Email: **lacey@workbenchco.com**
Role: **Developer / Real Estate Broker**

Name: _____
Address: _____
Phone Number: _____
Fax Number: _____
Email: _____
Role: _____

Describe the development team and its capacity to successfully complete the project:

Our team currently owns and manages several commercial properties in Bloomington-Normal. Most recently Workbench Collaborative developed 1907 Jumer Drive, the first of six buildings for JD Office Park LLC. That project is similar in construction type, scale and budget to the proposed Foundry project. We have also completed several residential developments in Bloomington-Normal under the entity Tiehack Development Corporation including Evergreen Villas, Springridge, Wintergreen and Summerfield.

Kyle Glandon, Architect LLC has been the architect of record on multiple commercial office remodels and the new construction at 1907 Jumer Drive. Lacey Glandon is the commercial broker and property manager for several properties in the area and has worked with local and national tenants for both new construction and existing buildings.

Commercial Incentive Application

What physical changes will be made to develop or rehabilitate the property and how will the subject property be used?

The site at Washington Street and McClun Street is zoned appropriately (B-1) for the tenants' operations. The new construction will be built within the zoning limitations. The parking access will require two new curb cuts, one on Washington Street for the existing Beer Nuts Inc. service drive and a second on McClun for the Foundry parking lot. All parking will be located to the south of the building, hidden from Washington Street.

Total Investment for real estate component of project: **\$3,950,000 (including tenant improvements)**

Complete the corresponding budget worksheet, sources and uses statement and proforma, if applicable. Templates will be provided in Microsoft Excel format. The aforementioned documents will include, but are not limited to:

- Purchase of real estate and improvements
- Site preparation
- Demolition
- Construction of new structures
- Infrastructure improvements
- Architecture & Engineering fees
- Development Fees
- Other fees or costs, when applicable

III. Determination of need for incentive

Please describe whether the project could move forward or not without the existence of the incentive.

Several years of conversations and have occurred to align the correct tenants for this specific project. Our tenants are locally owned and committed to the community and neighborhood, but lack the operating budgets and profit margins to pay market lease rates for new construction. Sustainability of these small businesses often depends on retail synergy, which the developer is seeking to create.

The tenants will have Triple Net leases making them responsible for their pro-rata share of common area expenses, insurance and real estate taxes for the site. These expenses will be in addition to the typical operating expenses of a business, including sales tax. We are requesting relief from the real estate tax expenses on the tenants' behalf.

Reducing the tax burden on these tenants will improve their ability to operate profitably their first 5 years at the Foundry and allow them to pay off their tenant improvement costs. Additionally, Green Top Grocery continues to have another opportunity for space outside the municipality which provides

Commercial Incentive Application

discounted rent and tax incentives. We are at risk of not only losing this tenant from the project but of seeing them locate outside Bloomington.

The expected return on investment does not justify the risk of building new construction for this type of tenant. Relief on all municipal fees will help reduce the project cost and investment required. The development team feels this project is a positive for the City and neighborhood as it brings like-minded, community focused businesses into a desirable infill retail location. We are committed to the long-term goal of creating an attractive and socially responsible place for the community to shop and gather but need the City's assistance to attract these local businesses to a project they could otherwise not afford.

IV. Community Impact

Is this project part of a larger, comprehensive revitalization plan sponsored by local government planners and/or local economic development groups?

Yes: _____ No: X

If yes, please describe how the project is related to the plan and if the project is one of the first undertaken.

Although no formal plan exists to encourage development along the Constitution Trail, it is clear this is a priority for the City and its residents. This project has great potential to be a catalyst for other development, particularly for underutilized infill lots. We have yet to see how great the upside can be for this type of project and the real impact it can have on an under-valued neighborhood. It should be noted that the location is integral to the Bike BloNo initiatives and compliments previous City investments to tie downtown to the Constitution trail.

Provide a 3-year history of employment levels at the project location:

Currently no jobs exist at this location although half of the leased space will be occupied by businesses moving operations from other locations in Bloomington-Normal. All tenants have completed the analysis of projected employees although this information is likely to change based upon the tenants final design and store operations. Tenants for 915 E Washington have not been disclosed yet at their request. For the purpose of this application, their employment details have been combined into a single response below. Green Top Grocery, as the sole tenant of 921 E Washington, has prepared their own response.



Commercial Incentive Application

I. Taxpayer Information (915 E Washington Street)

Name of Taxpayer Seeking Abatement: **Foundry Square LLC**

Mailing Address: **PO BOX 1549, Bloomington, IL 61702**

Name of authorized to represent taxpayer making application: **Kyle Glandon**

Address of Authorized representative: **103 N Robinson Street, Bloomington, IL 61701**

Telephone & Fax number of authorized representative: **309-533-9706**

Will the project create new jobs that can employ local residents?

Yes: No:

Information about the businesses current and projected employees (for all 915 E Washington tenants):

Employee Information	Current Employees	Projected Employees
Full-time employees (35+ hours/week)	6	10
Part – time employees	15	16
Average hours of part-time employees	20	25
Men		
Women		
African-American		
Latino		
Other/Racial Ethnic Minority		
Salary below \$20,000 (incl. part time)	15	16
Salary between \$20,000 - \$40,000	3	7
Salary between \$40,000 - \$60,000	3	3
Salary above \$60,000		
Paid Holidays		
Paid Vacation		
Paid Sick Days		
Health Insurance		
Dental Insurance	-	-
Employee Information	Current Employees	Projected Employees
Insurance for Dependents	-	-
Long –term disability		
Short-term disability		
401 (K)/Other Retirement		
Child Care		
Education/Training		
Life Insurance	Fulltime Employees	Fulltime Employees



Commercial Incentive Application

What is the value of benefits in comparison to base pay?

Varies by business.

Identify the type(s) of work or position(s) of the new employees that will be newly hired:

Customer service and Retail Sales

Will the project provide goods and services not immediately available to the community?

Yes: _____ No: X

Will the project result in greater demand for local goods and services, resulting in indirect job creation for residents of the community?

Yes: X No: _____

If yes, please explain:

The locally owned businesses in the project will attract regional shoppers and Route 66 tourists by providing a collection of complimentary storefronts providing unique goods and services close to downtown and the Constitution Trail. We see this development as an alternative to Veterans Parkway which tends to aggregate national chains with a small percentage of locally owned businesses and services.

Will the project provide vital community services to residents of the community?

Yes: X No: _____

If yes, please explain:

The tenants will provide a variety of both services in demand on the Constitution Trail as well as locally produced consumable goods.

Commercial Incentive Application

I. Taxpayer Information (921 E Washington Street)

Name of Taxpayer Seeking Abatement: **Green Top Grocery Cooperative**

Mailing Address: **PO Box 1958, Bloomington, IL 61702**

Name of authorized to represent taxpayer making application: **Melanie Shellito (President)**

Address of Authorized representative: **13788 Shelby Ct., Bloomington, IL 61705**

Telephone & Fax number of authorized representative: **309-287-4991**

Provide a brief description of the Taxpayer's business, including company history, product(s), facilities, sales and corporate growth, and corporate employment. Also discuss any applicable future growth, planned expansions, and/or corporate diversification.

When a group of Bloomington-Normal residents saw their local farmers trucking produce hundreds of miles away due to a lack of outlets in our community, they knew something needed to change. The option of a co-op grocery store —community-owned and locally-focused —was explored and independent research concluded the Bloomington-Normal area could support a co-op. The initial community meeting drew over 100 attendees, and it was decided to formally begin the process of opening a co-op grocery in our community.

During the summer of 2012, paperwork and incorporation as a co-op were finalized. Green Top Grocery began recruiting owners (a \$200 one-time expense) in August of 2012. Also in 2012, GTG was awarded a grant by the Food Co-op Initiative (FCI), a national non-profit designed to help co-op grocery stores open. Green Top was selected over 30+ nationwide applicants, based on FCI's confidence in our ability to successfully launch our co-op.

Green Top currently employs one full-time and one part-time person to assist with the growing endeavor. We have hosted numerous educational and public outreach events, including cooking classes, farm tours, and presentations to many organizations and clubs. Green Top also periodically partners with organizations such as OSF, Ecology Action Center and other local entities whose missions revolve around health and sustainability.

The plans for Green Top Grocery's store include all the departments customers expect from a full-service grocery, in addition to an eat-in deli, prepared foods section, and a community/teaching kitchen. Shoppers at Green Top will be able to easily know who produced their food, how far it traveled, the farming practices used, etc. The teaching kitchen will provide a means for educating all ages about cooking fresh food, and plans are underway to develop programs about healthy eating that can be taken into the schools.

Commercial Incentive Application

II. Determination of need for incentive

Please describe whether the project could move forward or not without the existence of the incentive.

Our project will be funded through a mix of owner loans, grants, and traditional lending. Our proforma outlines ten years of sales forecasts and expenses showing that while our co-op should have strong sales in this community, the first several years are always the most challenging for any new business to remain fiscally strong. Because of this and also because the margins in the food industry are very slim, it will be imperative for Green Top to receive incentives from the City to offset the substantial costs of buildout and the NNN lease. While chain groceries are able to afford build-out and higher rent without incentives, those entities will not provide the community involvement and pride of 'ownership' that a co-op will.

In addition, shopping for groceries relies heavily on the convenience factor. Since there is no established retail currently in this area, Green Top Grocery is taking a risk by building our store in this area. Our ability to be the catalyst for additional retail in the area is dependent upon our store maintaining a strong fiscal position, made possible in part by the City incentives package.

Will the project create new jobs that can employ local residents?

Yes: No:

Information about the businesses current and projected employees: **Green Top Grocery Cooperative**

Employee Information	Current Employees	Projected Employees
Full-time employees (35+ hours/week)	0	23
Part – time employees	0	15
Average hours of part-time employees	0	22
Men	0	
Women	0	
African-American	0	
Latino	0	
Other/Racial Ethnic Minority	0	
Salary below \$20,000		
Salary between \$20,000 - \$40,000		18+ (hourly and salaried)
Salary between \$40,000 - \$60,000		1-2
Salary above \$60,000		
Paid Holidays		
Paid Vacation		All FT
Paid Sick Days		All FT
Health Insurance		All FT

Commercial Incentive Application

Dental Insurance		
Employee Information	Current Employees	Projected Employees
Insurance for Dependents		
Long-term disability		
Short-term disability		
401 (K)/Other Retirement		All staff (FT and PT)
Child Care		
Education/Training		Nearly all FT
Life Insurance		

What is the value of benefits in comparison to base pay?

We're a startup, so this isn't something we can answer yet.

Identify the type(s) of work or position(s) of the new employees that will be newly hired:

We will be hiring a General Manager, department heads, department staff, office staff, cashiers and potentially other positions required to operate a grocery co-op.

Will the project provide goods and services not immediately available to the community?

Yes: No:

If yes, please explain:

Green Top Grocery is a food co-op who's primary goal is to provide locally grown, sustainably-raised and organic produce to the marketplace on a daily basis. The creation of the co-op began with owner investors and has reached over 850 local owners with continued growth. Our expectation is that these owners and the larger community will shop for their local produce and prepared foods at the co-op year round. Currently, there is not a local brick and mortar option with such a broad selection of organic, sustainably produced and natural products, especially during winter months.

Will the project result in greater demand for local goods and services, resulting in indirect job creation for residents of the community?

Yes: No:

If yes, please explain:

We will be providing our local farmers and producers a year-round, steady retail outlet for their wares, which has been proven to increase demand for these items (increasing traffic to the current

Commercial Incentive Application

Farmers' Market AND to other natural foods stores in town). By purchasing larger quantities of produce on regular basis, the farmers can increase production and expand their operations. This has consistently led to farmers hiring additional staff and workers. We also know that co-ops will be sustaining local farms who do not currently have a steady outlet for their wares (allowing them to stay in business) plus it creates a market for new farmers entering the industry.

Will the project provide vital community services to residents of the community?

Yes: No:

If yes, please explain:

A major tenant of cooperatives is that of education. Green Top Grocery intends to offer many classes and workshops that will teach cooking, preserving, nutrition, and similar topics. The intent is to have a community kitchen (based on funding) where we can teach a wide range of people — from low-income families to children — about the power of healthy foods and how to prepare it. We can think of no better community service than to increase access to good food to individuals and children who currently have no easy access.

Does the project create environmental sustainable outcomes through green building concepts, location near mass transit, adaptive reuse of existing building or materials, etc.?

Yes: No:

If yes, explain:

It's an infill site that has been remediated and has bike trail, pedestrian, automobile and bus access! The land owner incurred great expense cleaning up the site in preparation for this project. We have begun evaluating LEED Credits and anticipate pursuing LEED certification. Kyle Glandon, the lead developer and Architect is a LEED Accredited Professional who is passionate about making this project exemplary.

The investors intend to hold ownership of the project indefinitely so all decisions will be value based decisions that compliment the mission of the tenants. All tenants have been made aware of the intention to prioritize sustainability and have expressed enthusiasm for this approach.

If applicable, will the building follow the Green Building Code?

Yes: No:

If applicable, will the building be LEED certified?



Commercial Incentive Application

Yes: **TBD** No: _____

If yes, certification level: **Certified or Silver**

Will materials and services necessary to the completion of the project be purchased and/or acquired by local Bloomington-Normal area businesses? **Yes**

If yes, what percentage: **TBD, contract for construction to be awarded to local general contractor**

Application completed by: **Kyle Glandon**

Project Role: **Developer / Architect**

Contact Information: **kyle@workbenchco.com**

Date Completed: **07/15/2015**



Green Top Grocery is a community-owned grocery store working to open in Bloomington/Normal. We are incorporated as a Cooperative entity; individuals are able to purchase 'shares' in Green Top and have a vote on matters relating to aspects of the business.

BACKGROUND

- Incorporated in summer 2012, with ownership shares offered beginning Sept. 2012.
- Feasibility study (February 2013) concluded B/N exceeds national averages for success
- Currently 838 households are owners (as of July 6)
- We have an elected nine-person volunteer board, plus a full-time Outreach Manager and a half-time office manager.

WHAT A CO-OP DOES FOR THE COMMUNITY

- A grocery store in an area raises average sales for both retail and restaurants 25%. (*Farr and Associates*)
- A co-op in an emerging area increases property values and attracts additional retail.
- Positively impacts new residential development
- Averages 38% revenue spent locally versus 26% (conventional grocery)
- Employees are paid an average \$1/hr. higher wage, with 12% more eligible for benefits.

Common Ground Food Co-op (Urbana) spent over \$1.4 million dollars solely with local vendors in 2014 (total revenue \$12.4m)

OUR PROJECT

- Located at 921 E. Washington St., Bloomington. (10,000 sq. ft. with 6600 sq. ft. of retail)
- General Manager to be hired will have 4-5 years co-op management experience
- Full service grocery store, including deli, prepared foods, teaching kitchen
- Owner equity to equal approx. \$2.7 million (shares plus owner loans)
- Additional financing (grants and conventional loans) anticipated to be. \$1.1 million

HOW WE GOT HERE

- We are contracting with nationally renowned co-op consultants (financials, processes, store design)
- Financials use national ratios, based on over 380 operating co-op grocery stores
- Our process has been used successfully by start-ups across the country (co-ops have 20% higher success rate than conventional retail)

FINANCIAL TALKING POINTS

- Co-ops have 1000's of equal owners vs. a few key stakeholders.
- Co-ops are very high-profile, positive impact projects. Financial institutions aligned with co-ops are viewed as very local-minded and engaged.

HOW TO BECOME AN OWNER

Becoming an owner of Green Top Grocery is easy!

Ownership is a one-time purchase of \$200. That's it! No annual dues, no additional membership fees. Your share purchase will provide the money needed to build and open Green Top Grocery. It also helps us qualify for loans needed for construction, equipment, and initial operating funds. After we open, these funds will allow us to update equipment, increase services, and engage in community outreach projects.

- 1** Complete the simple application.
- 2** Choose the Share Subscription Option that works best for you.
- 3** Make the payment for your chosen option.

What application process works best for you?

- Online:** visit GreenTopGrocery.com, click on 'become an owner' and complete the online form. Secure purchasing of shares is via Paypal.
- Print and send:** download the application from our site and mail it with your check (made out to Green Top Grocery) to PO Box 1958, Bloomington IL 61702.
- Email:** contact us at ownership@greentopgrocery.com and we'll send you an application right away.

We realize a single \$200 payment may not be possible for everyone, so to help with that we offer **installment payments** and **Financial Assistance**. The Financial Assistance program is made possible by owners who elect to add additional money to their share purchase. If you are financially able, please consider contributing to this fund. Accessibility to all is a key mission of Green Top Grocery.

When will Green Top Grocery open?

We estimate we will need 1875 owners by the time we open, plus \$1,500,000 in owner loans, and \$1,500,000 in grants and other financing. Our opening date depends on how quickly we reach these numbers, but we currently hope to open our store in late 2015 or early 2016. Most co-ops take between 3-5 years to open, and we are right on schedule.

See you at *Green Top!*



our community-owned 'good food' co-op

Would you love a grocery store that:

- Supports local farms
- Puts a focus on healthy people and a healthy environment
- Creates good jobs that pay fair wages
- Keeps money in our community
- Is owned by YOU and gives you a VOTE in its decisions



If so, become an owner of Green Top Grocery food cooperative today!

OUR MISSION

Green Top Grocery is a cooperatively owned business that cultivates personal, environmental, and economic well-being through a commitment to ethical business practices, financial accessibility, fair wages, community education, and the support of local and sustainable farmers and producers.

www.GreenTopGrocery.com

Office location: 712 E. Empire, Bloomington (Hours by appointment.)
Phone: 309-306-1523 ▪ Email: info@greentopgrocery.com
Mailing address: PO Box 1958, Bloomington IL, 61702-1958

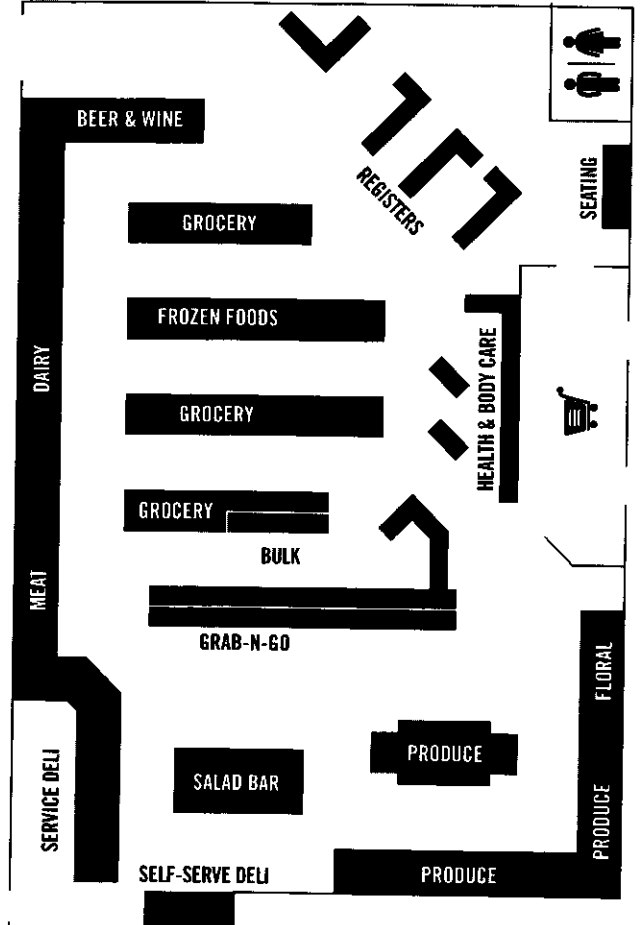


GREEN TOP GROCERY is a cooperative grocery store opening in Bloomington-Normal. In many ways, a co-op grocery store is just like any other grocery store — it carries products and offers services similar to the places you buy food right now. However, there are some big differences:

- 1. Ownership.** Our co-op grocery store will be owned by the people who purchase shares in the co-op, to meet their mutual needs and values. Owners get a vote and a voice in how their store is run.
- 2. Environmental Stewardship.** From the distance our food travels to the impact of growing methods, our choices center on being good stewards of our environment.
- 3. Healthy Priorities.** Profits aren't the sole motivation behind decisions — our community is. We strive to increase access to healthy food for all, and awareness of its importance.

What can you expect to find at Green Top Grocery?

We anticipate Green Top Grocery will have approximately 7,500 square feet of retail space, along with 2,000 to 3,000 square feet of office, storage, and community space. The floor plan below will give you an idea of how Green Top Grocery's retail space might be laid out and the departments to be included. Though not shown, we also hope to have space available for a teaching kitchen community meetings.



WHY BECOME AN OWNER?

Shopping at Green Top Grocery will be open to everyone, so you might be asking yourself ‘Why should I become an owner?’ In fact, there are many reasons, and people have different motivations. Consider some of these important benefits:

- **You make Green Top happen!**

Starting any business requires capital. For a co-op like Green Top Grocery, that capital comes from YOU when you purchase your ownership share. Taking an idea and turning it into reality must start with a dedicated few, willing to commit resources to make it happen. This is your opportunity to be part of something truly amazing.

- **You can impact our local economy.**

Green Top Grocery will create good jobs that pay fair wages. On average, a co-op pays \$1 more per hour than conventional grocery stores plus benefits. In addition, we'll be keeping money in our community by sourcing many of our products from local farmers and producers.

- **This is more than a grocery store — it's a community.**

We are a community of people who care about healthy food, a healthy environment, a fair food system and a thriving local economy. If you care about these things too, becoming an owner is the way to support these ideals.

- **Owners will be entitled to special ‘owner-only’ benefits.**

Owners will help determine the benefits we offer once our store is open, but as an example, some co-ops offer Bulk Buying Discounts, Owner Appreciation Days, and Cooking Class Discounts.

- **You get a vote and a voice.**

Green Top Grocery will be operated according to the Cooperative Principle of Democratic Member Control, which means you can vote for Green Top Grocery Directors or join the board yourself. You have a say in how Green Top is run!

- **You own a grocery store!**

For some, the most exciting benefit of all is to walk in like you own the place... because you do!



Commercial Incentive Scoring Sheet

Company Name: Foundry Square LLC

Application Date: February 17, 2015

1. Economic need for tax abatement (Mandatory)

“Currently, the equity required to develop the project [The Foundry] will not yield a market return based on the cash flow generated by the project. The tenant [Green Top Grocery] has projected a triple net lease, however the lease rate modeled is below commercial rent which will assist in the initial start-up of the business. In looking at the projections, any assistance the City can give in reducing expenses and increasing additional revenue will strengthen the operating position of the business and will allow them to be more sustainable.” (NDC Memo)

2. Investment or percent of assets -choose higher points (25 points maximum)

0 up to \$500,000-	0 - 5%	5 points
\$500,001 to \$1 million	6 - 10%	10 points
\$1,000,001 to \$3 million	11 - 15%	15 points
\$3,000,001 to \$5 million	16 - 20%	20 points
\$5 million +	more than 20%	25 points

3. Anticipated new Full Time employment within 5 years (25 points maximum)

5 to 20 employees	5 points
21 to 40 employees	10 points
41 to 60 employees	15 points
61 to 80 employees	20 points
81 employees +	25 points

4. Wage level (20 points maximum)

Equal to McLean County average wages (+/- 5%)	3 points
6% to 19% greater than McLean average wages	7 points
20% greater than McLean County average wages	10 points

The average county wage is \$10.91 per hour for “Retail Salespersons” for McLean County, as determined by the U.S. Bureau of Labor & Statistics – May 2014

“Employees [of cooperative grocery stores] are paid an average \$1/hr. higher wage, with 12% more eligible for benefits.” (Green Top Grocery Fact Sheet)



Commercial Incentive Scoring Sheet

5. Value of benefits is equal to or greater than 15% of base pay. (If yes, 10 points)

?

6. Use, reuse, rehabilitation and/or expansion of an existing facility. (15 points maximum)

15

The development site is the former site of a manufacturing facility known as American Foundry and Furnace Co.

7. Targeted Business (5 points maximum)

5

The applicant is deemed a "good fit" for McClean County (i.e. environmentally friendly, high technology industry, enhances economic diversification.)

8. Appropriate location (2 points maximum)

2

Investment made in a targeted area such as the Downtown Central Business District, Enterprise Zone or highlighted sector on Economic Development Target Area Map, and in an appropriate location as determined by the Comprehensive Area Plan.

9. Will the project provide goods and services not currently available to the City of Bloomington residents? (2 point maximum)

2

10. Will the project result in greater demand for local goods and services, resulting in indirect job creation for residents of the community? (2 point maximum)

2

11. Will the project provide vital community services to residents of the community? (2 point maximum)

2

Commercial Incentive Scoring Sheet

12. Does the project create environmentally sustainable outcomes through green building concepts, location near mass transit, adaptive reuse of existing building or materials, etc.? (2 point maximum)

2

The subject property is located adjacent to Constitution Trail and is also served by three Connect Transit routes (G Yellow, Red B, and E Blue).

Total points

62

SCORING

<u>Score</u>	<u>Max. Length of Deduction</u>
10 or less points	1 year
11 to 20 points	2 years
21 to 30 points	3 years
31 to 40 points	4 years
41 to 50 points	5 years
51 to 60 points	6 years
61 to 70 points	7 years
71 to 80 points	8 years
81 to 90 points	9 years
91+ points	10 years



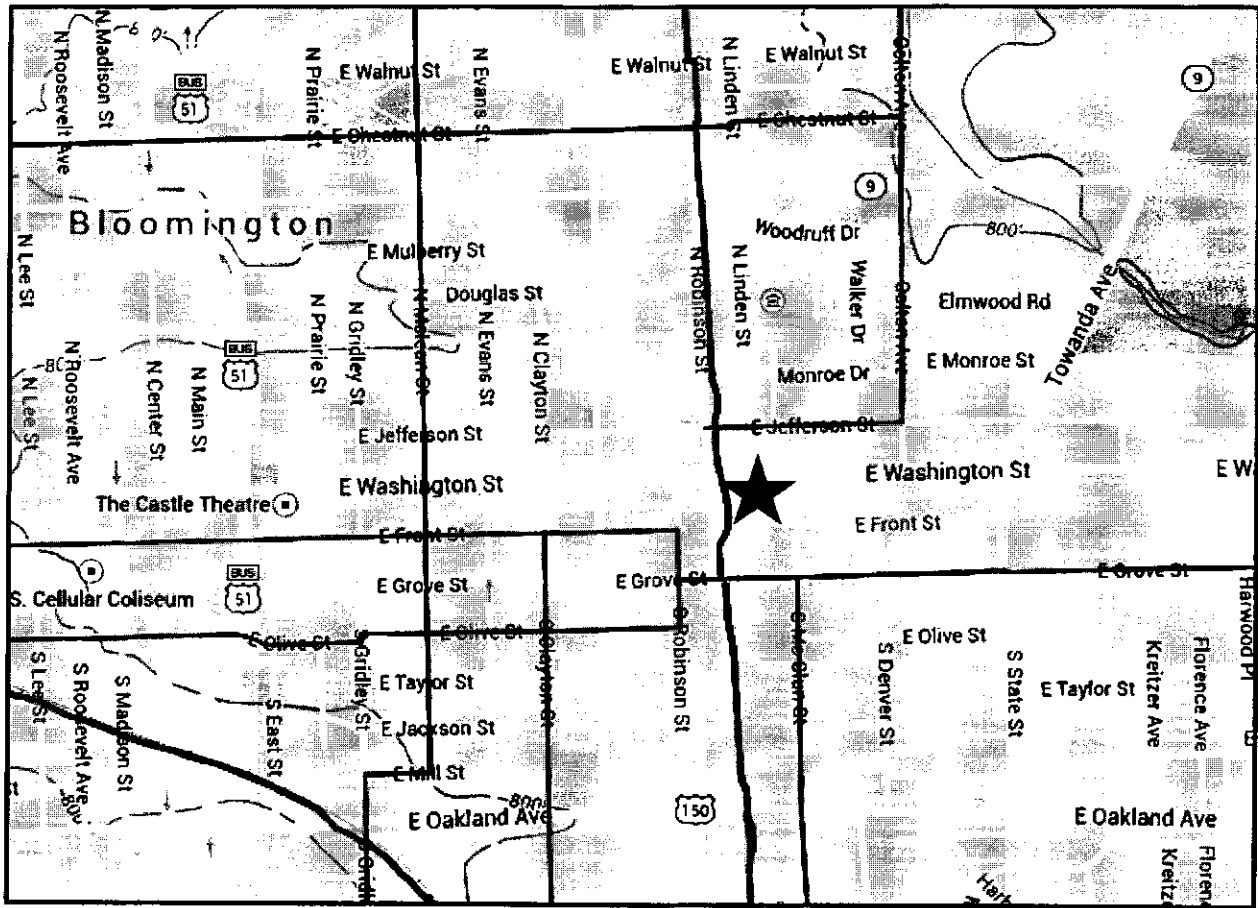
0 40 80 160 Feet

DATE 07/15/15

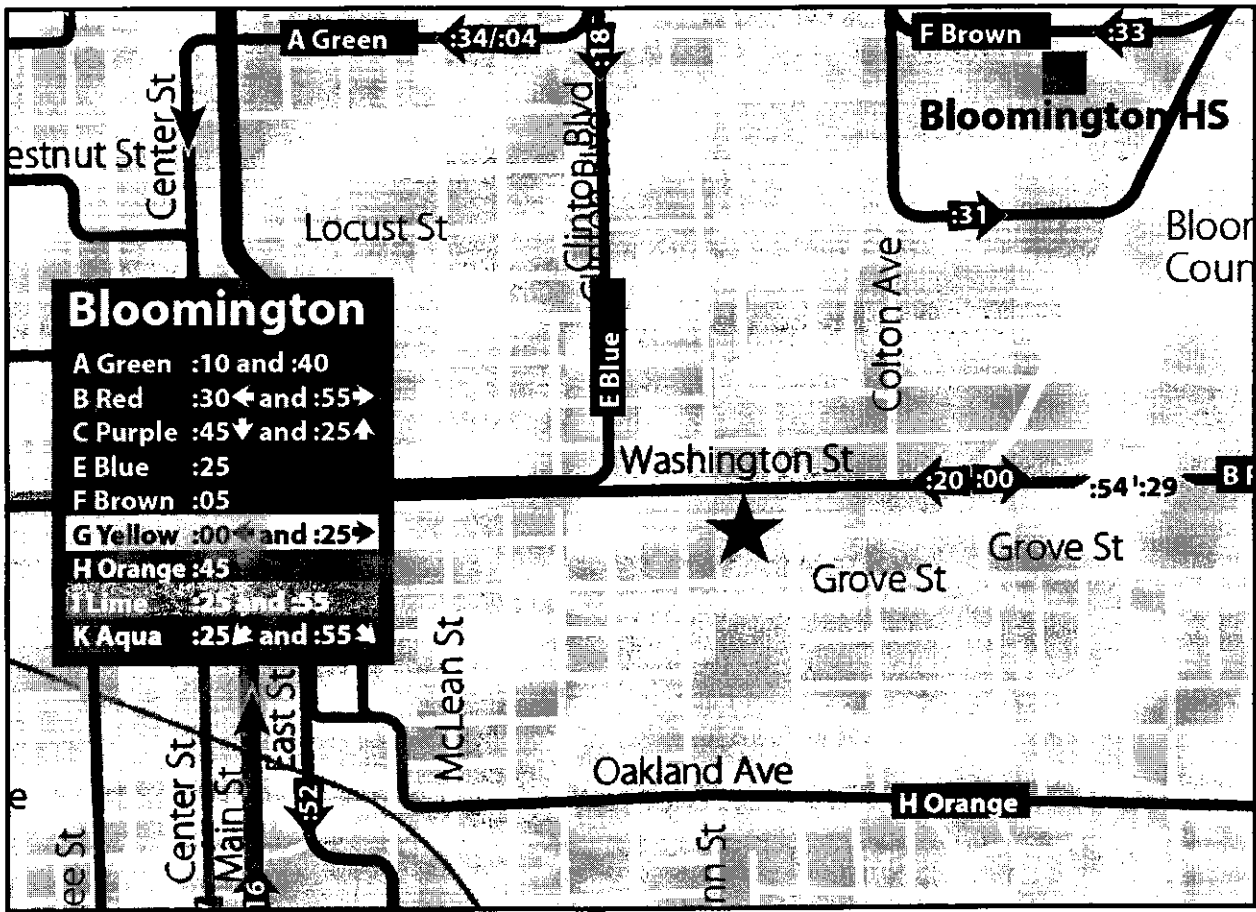
Previously 911 E Washington St

398

The Foundry – Constitution Trail Map



The Foundry – Connect Transit Map





the **FOUNDRY** - 915 & 921 E Washington St., Bloomington, IL 61701

WORKBENCH
a building collaborative

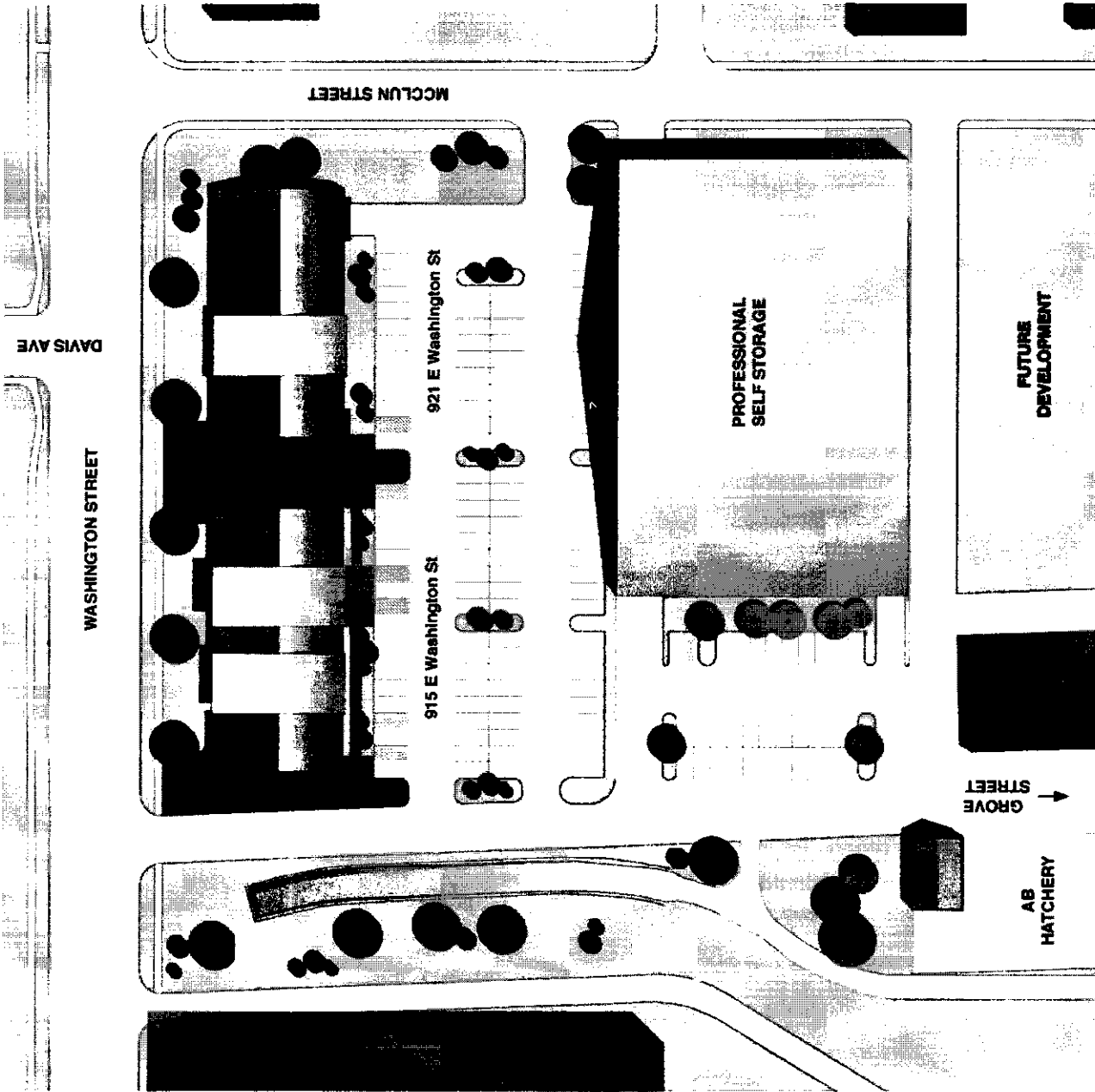
07/14/15



the **FOUNDRY** - 915 & 921 E Washington St., Bloomington, IL 61701

WORKBENCH
a building collaborative

07/14/15



WORKBENCH
a building collaborative

the **FOUNDRY** - 915 & 921 E Washington St., Bloomington, IL 61701

07/14/15

To: Austin Grammer; Kyle Glandon
From: Tim Jorczak
Date: 7-22-15
Subject: Proposed Foundry Retail Development

Mr. Grammer and Mr. Glandon:

Per your request, I have reviewed the documentation provided concerning the proposed Foundry retail development on the 900 block of East Washington Street in the City of Bloomington.

This valuation was completed using the income capitalization approach. In this method, the operating income of the property generated through rent is capitalized into an overall estimate of value using the following formula:

$$\text{Value (V)} = \text{Net Operating Income (NOI)} \div \text{Overall Capitalization Rate (OAR)}$$

The project is an approximately 21,500 sq. ft. retail development located on the near east side of downtown Bloomington. The estimate below is derived from lease information provided by the developers of the project, which are in line with market lease rates for similar properties within the city. Units A, C, and D were estimated using the developer's actual stated contract rates of \$10.00, \$14.00, and \$14.00 per square foot, respectively. For Unit B, the contract rate is shown at \$5.00 per square foot. There is an escalator clause in the rent, however, based on the tenant's gross sales; therefore, this rate is adjusted upward by \$1.50 for the purposes of this analysis to account for this additional revenue based on the pro forma estimates supplied by the developer. Using these figures, a total potential gross income (PGI) of approximately \$204,000 is estimated for the project.

Vacancy and collection loss (VCL) are estimated at 10% based on market analysis and the developer's own expectations of the project. Expenses are likewise taken from the developer's figures and estimated at approximately 18.7% of effective gross income. This is also in line with the market's pre-tax expense ratio for similar type properties. Expenses are further refined to account for full pass-through to the tenants on a triple net (NNN) basis and allocated partially to the ownership based on the property's estimated VCL. Removing these costs from the PGI gives a total net operating income (NOI) of \$180,222.

The overall capitalization rate (OAR) was developed using rates surveyed and extracted from the local retail market in central Illinois.

A typical investor could obtain an 80/20 loan on a commercial property from a local bank at 4.25% interest, amortized over 20 years. The equity dividend rate for a project of this type with similar cash flows would be approximately 13%. Using the band of investment technique, the appropriate cap rate would be:

$$\begin{aligned} \text{Debt: } & .074308 \times 80.0\% = 5.94\% \\ \text{Equity: } & .1300 \times 20.0\% = 2.60\% \\ \text{Total Unloaded Rate: } & 8.54\% \end{aligned}$$

In addition to financial estimation, estimates of the overall rate can be extracted from open market sales. Three sales with overall cap rates of between 8.85% and 9.00% were identified in the Bloomington-Normal-Peoria market.

200 N. Greenbriar, Normal	10/13	8.85%
2411 Pioneer, Peoria	Active	9.00%
1403 Veterans Parkway, Bloomington	05/15	9.00%

Figure 1: Realtyrates.com Investor Survey

RealtyRates.com INVESTOR SURVEY - 1st Quarter 2015						
RETAIL - ANCHORED CENTERS						
Item	Input					OAR
Spread Over 10-Year Treasury	0.75%	DCR Technique	1.05	0.043513	0.30	4.11
Debt Coverage Ratio	1.05	Band of Investment Technique				
Interest Rate	3.08%	Mortgage	90%	0.043513	0.039162	
Amortization	40	Equity	10%	0.080758	0.008076	
Mortgage Constant	0.043513	OAR				4.72
Loan-to-Value Ratio	90%	Surveyed Rates				4.49
Equity Dividend Rate	8.08%					
Spread Over 10-Year Treasury	6.27%	DCR Technique	2.00	0.118873	0.60	14.28
Debt Coverage Ratio	2.00	Band of Investment Technique				
Interest Rate	8.60%	Mortgage	60%	0.118873	0.071324	
Amortization	15	Equity	40%	0.169632	0.067853	
Mortgage Constant	0.118873	OAR				13.92
Loan-to-Value Ratio	60%	Surveyed Rates				13.22
Equity Dividend Rate	16.96%					
Spread Over 10-Year Treasury	3.51%	DCR Technique	1.53	0.073135	0.75	8.38
Debt Coverage Ratio	1.53	Band of Investment Technique				
Interest Rate	5.84%	Mortgage	75%	0.073135	0.054851	
Amortization	28	Equity	25%	0.120751	0.030188	
Mortgage Constant	0.073135	OAR				8.58
Loan-to-Value Ratio	75%	Surveyed Rates				10.22
Equity Dividend Rate	12.08%					

1st Quarter 2014 Data

Copyright 2015 RealtyRates.com™

As a final check of the rate, data published by outside investor surveys (shown in figure 1, above) puts the average rate for anchored retail centers in a range of 8.40%-10.20%.

Based on this information and the information above, then, a rate of 8.75% is chosen as the appropriate pre-tax rate.

The final step in estimating the overall rate is adjusting for property taxes. Since the property is to be operated under a triple net lease (NNN) format, taxes are not included in the lease rate or the expenses to the property; however, the property owner still has some exposure to the property tax that must be accounted for due to the risk of vacancy. In order to adjust for this risk, the cap rate must be adjusted upward. For this project the jurisdictional effective tax rate of 2.7% is multiplied by the VCL rate shown above, and then the result is added back to the pre-tax rate to arrive at an OAR. In this case, the pro-rata share of the owner's exposure is 10.0%.

$$\begin{aligned} 2.7\% \times 10\% \text{ VCL} &= .27\% \\ 8.75\% + .27\% \\ \text{Total Overall Rate} &= \mathbf{9.00\% \text{ (Rounded)}} \end{aligned}$$

Figure 2: Valuation Analysis

Valuation Analysis					
Prepared By: Michael Ireland Analysis Date: 07/20/15 Property Address: E Washington St. Square Foot Area: 21,500					
Unit	Income	Calculation Method	# Units or SF Size	Annual	% of PGI
Retail Unit A	\$10.00	\$/SF	5,452	\$54,520	26.7%
Retail Unit B	\$6.50	\$/SF	10,000	\$65,000	31.9%
Retail Unit C	\$14.00	\$/SF	3,511	\$49,154	24.1%
Retail Unit D	\$14.00	\$/SF	2,529	\$35,406	17.3%
Potential Gross Income (PGI):				\$204,080	100.0%
Vacancy and Collection Loss: 10.00%				\$20,408	
Other Income:					
Effective Gross Income (EGI):				\$183,672	90.0%
Expenses	Amount \$ or %	Calculation Method	Annual	\$/SF	
Insurance	\$4,000.00	Lump Sum	\$4,000	\$0.19	
Landscaping/Yard	\$7,500.00	Lump Sum	\$7,500	\$0.35	
Maintenance	\$1,700.00	Lump Sum	\$1,700	\$0.08	
Utilities	\$10,000.00	Lump Sum	\$10,000	\$0.47	
Pest Control	\$1,000.00	Lump Sum	\$1,000	\$0.05	
Life Safety	\$1,000.00	Lump Sum	\$1,000	\$0.05	
Management Fee	5%	% of EGI	\$9,184	\$0.43	
Total Expenses:				\$34,384	\$1.60
Expense Ratio (Expenses/EGI):				18.7%	
Reimbursable Expenses:				\$30,934	
Net Operating Income (NOI):				\$180,222	\$8.38
Capitalization Rate:				9.00%	
Value:				\$2,002,468	\$93.14
Rounded:					

Powered by @Value Software ~ www.atvalue.com

The summary of the final value calculation is shown in figure 2, above. The final net operating income of \$180,222 is divided by the overall rate of 9.00% to arrive at a final value estimate for property tax purposes of (rounded):

**TWO MILLION AND NO/100 DOLLARS
\$2,000,000**

Please let me know if you have any questions about this report.

Sincerely,

Timothy A. Jorczak, AAS, CIAO
Senior Commercial Appraiser
City of Bloomington Township

ASSUMPTIONS AND LIMITING CONDITIONS:

This report is designed for use by the persons listed above, for use in estimating the value of the property for ad valorem property tax purposes. Any other use of this report by any unauthorized user, or for any other purpose, is prohibited.

This valuation is based on the assumption that the information provided to this office by the developer and the city is correct and reflects the specific details of the project. Any deviation from the plans, estimates, or assumptions provided to this office will render this value estimate obsolete.

Assessment Data

[Ownership History](#)
 [Assessment History](#)
 [Permit History](#)
 [Property Characteristics](#)
[Picture](#)
[New Search](#)
[Home](#)

ID: **42 21-03-305-014**
 Name: **SALE BARN PEOP (WSH-MCCL)**
 Address 1:
 Address 2: **PO BOX 1549**
 City, St., Zip: **BLOOMINGTON , IL , 61702-1549**

Prop. Address	915 E WASHINGTON		
Sale Date	N/A	Adjustment	0
Sale Price	0	Adj. Sales Price	0
Updated	12/2/2013 3	Adj. Ratio	N/A
Use Code	C 0060	Flag	N/A
School Dis	087	Financing	N/A
Tax Code	4001	Sale Use	0
Current Tax Rate	0.0811422	Document	N/A
Current EAV	14541	Deed	N/A
NH	35	Previous SD	N/A
Assmt Year	2014 S/A	Previous SP	0
Land	14541	Previous Ratio	N/A
Farmland	0	Homestead	0
Building	0	Senior	0
Farm Bldg	0	Frozen Amount	0
Total	14541	HIE	N/A 0
Permit Date	N/A	Permit Number	N/A
Permit Amount	0	Permit For	N/A
Comment	12/02/13-change of address form		
Reason for change	COMMERCIAL REVALUATION		
Legal	SUB OF S1/2 SEC 3-23-2E PT LOT 4 - BEG NE COR, W258.4', SE243.72', E248.14', N242.31' TO POB 1.41 ACRES		

Reports

Residential Assessment Comparables ▼ [Submit](#)
 [View Current Tax Bill](#)
[View Map](#)

[Ownership History](#)
[Assessment History](#)
[Permit History](#)
[Property Characteristics](#)

**City of Bloomington Office of Economic Development
Property Tax Abatement Calculations
Project: "The Foundry" Development by Foundry Square LLC
July 24, 2015**

City of Bloomington Township Assessor's Final Value Estimate: \$2,000,000.00
Equalized Assessed Value (1/3 of Final Value): \$666,600.00

Property Tax Estimates

	Existing EAV Est.*	Post Development
Property Equalized Assessed Valuation	\$54,000.00	\$666,600.00

Property Tax	2014 Tax Rate	Existing Collection Est.*	Post Development
McLean County	0.90133	\$486.72	\$6,008.27
City of Bloomington Township	0.12541	\$67.72	\$835.98
City of Bloomington	1.06782	\$576.62	\$7,118.09
B-N Water Reclamation District	0.17216	\$92.97	\$1,147.62
Bloomington-Normal Airport Authority	0.13655	\$73.74	\$910.24
District 87 Schools	4.95303	\$2,674.64	\$33,016.90
City of Bloomington Library	0.25323	\$136.74	\$1,688.03
Heartland Community College District 540	0.50469	\$272.53	\$3,364.26
TOTALS	8.11422	\$4,381.68	\$54,089.39
Newly Created Annual Increment:			\$49,707.71

* Property to be developed is currently two platted parcels, one of which has a large mini-storage facility as an improvement. These two parcels will need to be re-platted in preparation for the proposed retail development.

**City of Bloomington Office of Economic Development
 Project: "The Foundry" Development by Foundry Square LLC
 Property Tax Abatement Calculations
 July 24, 2015**

Property Equalized Assessed Valuation	Existing EAV Est. *	Post Development
	\$54,000.00	\$666,600.00

Property Tax Summary

Taxing Body	Estimated Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax (Base + Increment)	Tax Rate	Taxing Body Percentage Of Total Tax Bill
McLean County	\$486.72	\$5,521.55	\$6,008.27	0.90133	11.11%
City of Bloomington Township	\$67.72	\$768.26	\$835.98	0.12541	1.55%
City of Bloomington	\$576.62	\$6,541.47	\$7,118.09	1.06782	13.16%
B-N Water Reclamation Dist	\$92.97	\$1,054.65	\$1,147.62	0.17216	2.12%
BLM-NRM Airport Auth	\$73.74	\$836.51	\$910.24	0.13655	1.68%
CUSD 87 Bloomington	\$2,674.64	\$30,342.26	\$33,016.90	4.95303	61.04%
City of Bloomington Library	\$136.74	\$1,551.29	\$1,688.03	0.25323	3.12%
Hearthland Community College	\$272.53	\$3,091.73	\$3,364.26	0.50469	6.22%
Total	\$4,381.68	\$49,707.71	\$54,089.39		
Aver 5 Year Incentive Period	\$21,908.39	\$248,538.56	\$270,446.95		

Abatement to Developer

Year	Estimated Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax (Base + Increment)	Percentage Abatement of Increment	Annual Property Tax By Developer
1	\$4,381.68	\$49,707.71	\$54,089.39	100%	\$4,381.68
2	\$4,381.68	\$49,707.71	\$54,089.39	80%	\$14,323.22
3	\$4,381.68	\$49,707.71	\$54,089.39	60%	\$24,264.76
4	\$4,381.68	\$49,707.71	\$54,089.39	40%	\$34,206.31
5	\$4,381.68	\$49,707.71	\$54,089.39	20%	\$44,147.85
TOTALS	\$21,908.39	\$248,538.56	\$270,446.95		\$149,123.14

Property Tax Paid To The Taxing Bodies

Year	Estimated Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Property Tax Revenue During Abatement
1	\$4,381.68	\$49,707.71	\$54,089.39	\$4,381.68
2	\$4,381.68	\$49,707.71	\$54,089.39	\$14,323.22
3	\$4,381.68	\$49,707.71	\$54,089.39	\$24,264.76
4	\$4,381.68	\$49,707.71	\$54,089.39	\$34,206.31
5	\$4,381.68	\$49,707.71	\$54,089.39	\$44,147.85
5 YEAR GRAND TOTALS	\$21,908.39	\$248,538.56	\$270,446.95	\$149,123.14

McLean County

Year	Estimated Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$486.72	\$5,521.55	\$6,008.27	100%	\$5,521.55	\$486.72
2	\$486.72	\$5,521.55	\$6,008.27	80%	\$4,417.24	\$1,591.03
3	\$486.72	\$5,521.55	\$6,008.27	60%	\$3,312.93	\$2,695.34
4	\$486.72	\$5,521.55	\$6,008.27	40%	\$2,208.62	\$3,799.65
5	\$486.72	\$5,521.55	\$6,008.27	20%	\$1,104.31	\$4,903.96
TOTALS	\$2,433.59	\$27,607.74	\$30,041.33		\$16,564.64	\$13,476.69

City of Bloomington Township

Year	Estimated Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$67.72	\$768.26	\$835.98	100%	\$768.26	\$67.72
2	\$67.72	\$768.26	\$835.98	80%	\$614.61	\$221.37
3	\$67.72	\$768.26	\$835.98	60%	\$460.96	\$375.03
4	\$67.72	\$768.26	\$835.98	40%	\$307.30	\$528.68
5	\$67.72	\$768.26	\$835.98	20%	\$153.65	\$682.33
TOTALS	\$338.61	\$3,841.31	\$4,179.92		\$2,304.78	\$1,875.13

412

City of Bloomington

Year	Estimated Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$576.62	\$6,541.47	\$7,118.09	100%	\$6,541.47	\$576.62
2	\$576.62	\$6,541.47	\$7,118.09	80%	\$5,233.17	\$1,884.92
3	\$576.62	\$6,541.47	\$7,118.09	60%	\$3,924.88	\$3,193.21
4	\$576.62	\$6,541.47	\$7,118.09	40%	\$2,616.59	\$4,501.50
5	\$576.62	\$6,541.47	\$7,118.09	20%	\$1,308.29	\$5,809.80
TOTALS	\$2,883.11	\$32,707.33	\$35,590.44		\$19,624.40	\$15,966.04

B-N Water Reclamation District

Year	Estimated Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$92.97	\$1,054.65	\$1,147.62	100%	\$1,054.65	\$92.97
2	\$92.97	\$1,054.65	\$1,147.62	80%	\$843.72	\$303.90
3	\$92.97	\$1,054.65	\$1,147.62	60%	\$632.79	\$514.83
4	\$92.97	\$1,054.65	\$1,147.62	40%	\$421.86	\$725.76
5	\$92.97	\$1,054.65	\$1,147.62	20%	\$210.93	\$936.69
TOTALS	\$464.83	\$5,273.26	\$5,738.09		\$3,163.96	\$2,574.14

BLM-NRM Airport Authority

Year	Estimated Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$73.74	\$836.51	\$910.24	100%	\$836.51	\$73.74
2	\$73.74	\$836.51	\$910.24	80%	\$669.20	\$241.04
3	\$73.74	\$836.51	\$910.24	60%	\$501.90	\$408.34
4	\$73.74	\$836.51	\$910.24	40%	\$334.60	\$575.64
5	\$73.74	\$836.51	\$910.24	20%	\$167.30	\$742.94
TOTALS	\$368.69	\$4,182.53	\$4,551.21		\$2,509.52	\$2,041.70

CUSD 87 Bloomington

Year	Estimated Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$2,674.64	\$30,342.26	\$33,016.90	100%	\$30,342.26	\$2,674.64
2	\$2,674.64	\$30,342.26	\$33,016.90	80%	\$24,273.81	\$8,743.09
3	\$2,674.64	\$30,342.26	\$33,016.90	60%	\$18,205.36	\$14,811.54
4	\$2,674.64	\$30,342.26	\$33,016.90	40%	\$12,136.90	\$20,879.99
5	\$2,674.64	\$30,342.26	\$33,016.90	20%	\$6,068.45	\$26,948.45
TOTALS	\$13,373.18	\$151,711.31	\$165,084.49		\$91,026.79	\$74,057.70

C of Bloomington Library

Year	Estimated Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$136.74	\$1,551.29	\$1,688.03	100%	\$1,551.29	\$136.74
2	\$136.74	\$1,551.29	\$1,688.03	80%	\$1,241.03	\$447.00
3	\$136.74	\$1,551.29	\$1,688.03	60%	\$930.77	\$757.26
4	\$136.74	\$1,551.29	\$1,688.03	40%	\$620.51	\$1,067.52
5	\$136.74	\$1,551.29	\$1,688.03	20%	\$310.26	\$1,377.77
TOTALS	\$683.72	\$7,756.43	\$8,440.16		\$4,653.86	\$3,786.29

Heartland Community College

Year	Estimated Current Annual Property Tax	Projected Newly Created Property Tax Increment	Projected Annual Property Tax Revenue (With Development)	Percentage Abatement of Increment	Tax Abated	Property Tax Revenue During Abatement Period
1	\$272.53	\$3,091.73	\$3,364.26	100%	\$3,091.73	\$272.53
2	\$272.53	\$3,091.73	\$3,364.26	80%	\$2,473.38	\$890.88
3	\$272.53	\$3,091.73	\$3,364.26	60%	\$1,855.04	\$1,509.22
4	\$272.53	\$3,091.73	\$3,364.26	40%	\$1,236.69	\$2,127.57
5	\$272.53	\$3,091.73	\$3,364.26	20%	\$618.35	\$2,745.92
TOTALS	\$1,362.66	\$15,458.65	\$16,821.32		\$9,275.19	\$7,546.12



Investment Cost in 921 E. Washington St. Bloomington, IL

Green Top Grocery is a start-up cooperative grocery store opening on East Washington Street in Bloomington, IL in a development called the Foundry. We are following a business model supported by the Food Co-op Initiative (a non-profit focused on assisting start-up food co-ops) that clearly defines each stage of development.

The idea of starting a cooperatively owned grocery store in Bloomington-Normal began in December of 2011. Key milestones in this process include:

- March of 2012-Our first community meeting (with over 100 people in attendance)
- August of 2012-We incorporated as a cooperative & began selling ownership shares.
- September of 2012- We were awarded a \$10,000 seed grant.
- April of 2013- We hired our first employee.
- February of 2014-We completed our feasibility study.
- June of 2014- We hit 500 owners & began the search for our store location.
- May of 2015- We hit 800 owners and began the search for our General Manager.
- July of 2015- Store floor plans are developed and revealed to owners & we begin our fundraising campaign.

Once our fundraising campaign is complete, we will begin the detailed work of contracting with and hiring the experts necessary to make this project a success, including engineers and architects. At this point our investment costs in 921 E. Washington are estimated based on expert advice from Food Co-op Consultants, actual costs secured from other co-ops and industry averages. At this time, we anticipate our investment to be outlined as follows:

CATEGORY	COST
HVAC	\$350,000
Electrical	\$200,000
Plumbing	\$200,000
Refrigeration	\$250,000
Structural Repair/Modification	\$ 50,000
Décor	\$100,000
Equipment & Fixture	\$800,000
TOTAL	\$1,950,000

our community-owned 'good food' co-op

Resolution No. _____

**A RESOLUTION OF THE COUNTY OF MCLEAN, ILLINOIS,
CONDITIONALLY AND PARTIALLY ABATING COUNTY PROPERTY TAX FOR
FOUNDRY SQUARE LLC**

WHEREAS, the County of McLean, Illinois (the “*County*”) a body politic organized and existing under the laws of the State of Illinois with full power and authority to perform any function pertaining to its government and affairs; and,

WHEREAS, tax abatement is a tool often used as an incentive to induce business retention, business expansion and new development resulting in community revitalization; and;

WHEREAS, the promise of financial assistance can make the difference in a developer’s decision regarding the location of a project or the eagerness to expand or initiate a project; and,

WHEREAS, Foundry Square LLC, an Illinois limited liability company (the “*Developer*”) has requested real estate tax abatements on the part of the local taxing districts in order to undertake the construction of two (2) new retail buildings with a minimum of three (3) leasable units (the “*Project*”) on approximately 2.338 acres of unimproved land commonly known as 915 and 921 East Washington Street, Bloomington, Illinois, consisting of all of current property tax parcel number 21-03-305-014 and a part of current property tax parcel number 21-03-305-013 (hereinafter referred to as the “*Subject Property*”); and,

WHEREAS, the Developer has advised the County that without the real estate tax abatements as requested, this undertaking will not be economically viable; and,

WHEREAS, all parties believe the economic development impact of this proposed project will ultimately be advantageous to the community as a whole due to the capital investment by the Developer and the resulting job opportunity, neighborhood revitalization, and the increase in the tax base of all of the taxing districts; and,

WHEREAS, the Developer has submitted a plan for the construction of the Project, on the Subject Property, a site which has remained vacant for many years; and,

WHEREAS, Article 18 of the Illinois Revenue Code, 35 ILCS 200/18-165(a), provides that:

“Any taxing district upon a majority vote of its governing authority may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

(1) *Commercial and industrial.*

(A) The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of ten (10) years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]”

WHEREAS, the Developer has estimated that the Project shall require an investment of \$2,400,000.00 to undertake and complete the Project; and,

WHEREAS, the Developer has requested that the County grant its request for a real estate tax abatement as permitted by Illinois law, provided that the Developer satisfy all of the terms and conditions as set forth in the Tax Abatement Agreement attached hereto and made a part hereof (the “*Agreement*”); and,

WHEREAS, the County is willing to grant such real estate tax abatement to the Developer in accordance with the terms and conditions set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the County Board of McLean County, Illinois, as follows:

Section 1. The Tax Abatement Agreement by and between the County and Foundry Square LLC, in the form attached hereto, is hereby approved and the County Board Chairman is hereby authorized and directed to execute said Agreement on behalf of the County.

Section 2. The McLean County Clerk is hereby ordered to abate that portion of real estate taxes levied by the County against the Subject Property as follows:

1. For real estate taxes payable in the year 2019, the portion levied by the County over and above \$486.72
2. For real estate taxes payable in the year 2020, the portion levied by the County over and above \$1,591.03
3. For real estate taxes payable in the year 2021, the portion levied by the County over and above \$2,695.34
4. For real estate taxes payable in the year 2022, the portion levied by the County over and above \$3,799.65
5. For real estate taxes payable in the year 2023, the portion levied by the County over and above \$4,903.96

subject, however, to cancellation and termination upon written notice from the City Clerk of a default by the Developer under the Tax Abatement Agreement.

Section 3. The real estate tax abatement provided in Section Two shall terminate immediately upon written notice from the County Clerk that, at any time after May 1, 2017, a default has occurred on the part of the Developer which has not been cured.

Section 4. Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

Section 5. This Resolution shall be in full force and effect upon its passage, approval, and publication as provided by law.

ADOPTED by the McLean County Board, this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Matt Sorensen, Chairman
McLean County Board

Attest:

Kathy Michael, Clerk of the County Board
McLean County, Illinois

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (the "*Agreement*") is made this ____ day of _____, 2015, between the County of McLean, Illinois, (the "*County*") and Foundry Square LLC (the "*Developer*"), an Illinois limited liability company of Bloomington, Illinois.

WHEREAS, the County of McLean, Illinois (the "*County*") a body politic organized and existing under the laws of the State of Illinois with full power and authority to perform any function pertaining to its government and affairs; and,

WHEREAS, tax abatement is a tool often used as an incentive to induce business retention, business expansion and new development resulting in community revitalization; and;

WHEREAS, the promise of financial assistance can make the difference in a developer's decision regarding the location of a project or the eagerness to expand or initiate a project; and,

WHEREAS, Foundry Square LLC, an Illinois limited liability company (the "*Developer*") has requested real estate tax abatements on the part of the local taxing districts in order to acquire certain property which has been vacant for many years and thereafter construct two (2) new retail buildings with no less than 10,000 square feet per building (the "*Project*") on property commonly known as 915 and 921 East Washington Street (the "*Subject Property*") which is located in the area known as "Downtown Bloomington; and,

WHEREAS, the Subject Property is Lot 1 of the proposed Foundry Subdivision, to the City of Bloomington, McLean County, Illinois, a preliminary plat of the proposed Foundry Subdivision being attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, the Subject Property is approximately 2.338 acres of unimproved land containing all of the current tax parcel 21-03-305-014, which is 1.41 acres in size, and approximately .928 acres of current parcel 21-03-305-013; and,

WHEREAS, the Developer has advised the County that without the real estate tax abatements as requested, this undertaking will not be economically viable; and,

WHEREAS, all parties believe the economic development impact of this proposed project will ultimately be advantageous to the community as a whole due to the capital investment by the Developer and the resulting job opportunity, neighborhood revitalization, and the increase in the tax base of all of the taxing districts; and,

WHEREAS, Article 18 of the Illinois Revenue Code, 35 ILCS 200/18-165(a), provides that:

“Any taxing district upon a majority vote of its governing authority may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

Commercial and industrial.

The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of ten (10) years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]”

WHEREAS, the Developer has estimated that the Project shall require \$2,400,000.00 of investment, including the cost of acquisition, to undertake and complete the Project; and,

WHEREAS, the Developer has requested that the County grant its request for a real estate tax abatement as permitted by Illinois law, provided that the Developer satisfy

all of the terms and conditions as set forth in the Tax Abatement Agreement attached hereto and made a part hereof (the “*Agreement*”); and,

WHEREAS, the County is willing to grant such real estate tax abatement to the Developer in accordance with the terms and conditions set forth in the Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings herein contained and other valuable consideration, the parties hereby agree as follows:

Section 1. The County hereby agrees to adopt a Resolution, in the form attached hereto as *Exhibit B* (the “*Resolution*”), directing the County Clerk to abate that portion of the real estate taxes levied by the County against the Subject Property as follows:

1. For real estate taxes payable in the year 2019, the portion levied by the County over and above \$486.72
2. For real estate taxes payable in the year 2020, the portion levied by the County over and above \$1,591.03
3. For real estate taxes payable in the year 2021, the portion levied by the County over and above \$2,695.34
4. For real estate taxes payable in the year 2022, the portion levied by the County over and above \$3,799.65
5. For real estate taxes payable in the year 2023, the portion levied by the County over and above \$4,903.96

Said abatement shall be for a period of five (5) years, as stated in the Resolution. The County agrees to adopt and file any other documents that may be required from time to time to effectuate said abatements, including (*if necessary*) annual abatement resolutions.

Section 2. The Developer hereby agrees, on or before April 1, 2017, to construct the Project, being two (2) new retail buildings with a minimum of 10,000 square feet per building and no less than three (3) leasable units for a total investment of no less than \$2,400,000.00. One of the leasable units shall be no less than 10,000 square feet.

Section 3. The Developer hereby agrees, on or before December 31, 2015, to enter into a ten (10) year lease agreement with a cooperatively owned grocery store to occupy the largest of the leasable units.

Section 4. The Developer hereby covenants and agrees to submit to the City of Bloomington on or before May 1, 2017, the following items, to-wit: paid invoices (including statements at least monthly for development and general contractor fees), bills, contracts (including the agreement of the parties relative to acquisition of the Subject Property), lien waivers or other evidence as may be requested by the City to demonstrate an investment of no less than \$2,400,000.00 to complete the Project.

Section 5. This Agreement is subject to termination by the County after sixty (60) days written notice at any time during the term of this Agreement:

1. The Developer has failed to demonstrate that it has invested at least \$2,400,000.00 for improvements related to the Subject Property, including, without limitation, acquisition costs, site work, building construction, costs and fees, and equipment (purchased and installed).
2. The Developer has failed to complete the Project on or before April 1, 2017.
3. The Developer fails to lease a building of no less than 10,000 square feet to a cooperatively owned grocery store.

Section 6. The Developer covenants and agrees, warrants and represents that it shall comply with all applicable federal, state and local laws, rules, regulations,

ordinances, charters, statutes, codes, orders, policies and procedures relating to the Subject Property.

Section 7. For so long as this Agreement shall remain in full force and effect, the Developer agrees to provide access to and authorize inspection of the Subject Property upon request of the City of Bloomington to ensure that the improvements are made according to the specifications and conditions of this Agreement.

Section 8. In the event this Agreement is terminated due to the Developer's breach of any provision of this Agreement, then all taxes abated by the County pursuant to this Agreement shall be repaid to the County within thirty (30) days of County's request therefore. Additionally, the County shall direct the County Clerk not abate any of the County's levy of property taxes of the Subject Property.

Section 9. The County may extend the date set forth in *Section 5* of this Agreement, if the Developer reasonably demonstrates the necessity for any such extension(s).

Section 10. This Agreement may not be assigned without the written approval of the County, which approval will not be unreasonably withheld.

Section 11. The Agreement constitutes the entire contract between the parties hereto, and no oral statements or promises and no understanding not embodied in this writing shall be valid or binding. Any modification of this Agreement shall be in writing and executed with the same formality as this Agreement.

Section 12. This Agreement shall be governed by the laws of the State of Illinois. It is agreed by the parties that if any party commences suit, action or any other legal proceeding against the other, the venue shall be the Circuit Court of McLean County,

Illinois. Each prevailing party in such suit, action, or proceeding has a right to recover from any adverse party, its attorney's fees, court costs, and other costs of litigation.

Section 13. Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

Section 13. Any notice required under this Agreement shall be given to the respective parties as follows:

To the Developer:

Foundry Square LLC
Attn: Kyle Glandon
PO BOX 1549
Bloomington, Illinois 61702

To the County:

County of McLean
Attn: Hannah Eisner, Assistant County Administrator
115 East Washington Street, Room 401
Bloomington, Illinois 61701

To the City:

City of Bloomington
Attn: Austin Grammer, Economic Development Coordinator
109 East Olive Street
Bloomington, Illinois 61702

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

County of McLean, Illinois, a body politic

By: _____
Matt Sorensen, Chairman

Attest:

Kathy Michael, Clerk of the County Board

Date

Foundry Square LLC, an Illinois limited liability company

By: _____

Attest:

Date

Members Owens and Segobiano Moved the County Board approve a Request for Approval of Tax Abatement Agreement between the County of McLean, Illinois and Foundry Square LLC - Administration. Clerk Michael shows a voice vote was passed with Member Robustelli abstaining, and Members Wendt and Metsker voting no. Motion carried.

FINANCE COMMITTEE:
Member Owens, presented the following:

**AN ORDINANCE BY THE McLEAN COUNTY BOARD AMENDING THE
THE McLEAN COUNTY CODE AND INCREASING
THE FOOD SERVICE FEES**

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of food service establishments, retail food stores, and bed and breakfast establishments for the promotion and protection of health and the control of disease; and

WHEREAS, the McLean County Ordinance is required by the Illinois Administrative Code to be at least as stringent as state rules and regulations; and

WHEREAS, the McLean County Board of Health has recommended on September 9, 2015, that permit and license fees be increased, and the county code be amended as proposed to meet state requirements; and

WHEREAS, the Health Committee at their November 4, 2015 meeting has concurred with such recommendations, now, therefore

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 205-1004 is and hereby is amended to read as follows:

(Additions are indicated by text and stricken material by ~~text~~)

§205-1004. Chapter 26, Food Service

Food Service Fees shall be as follows:

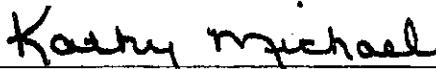
<u>Section</u>	<u>Fee For</u>	<u>Amount</u>
216-5F	Food service establishment permits	
	Class A Permit	\$519 <u>\$535.00/year</u>
	Class B Permit	\$391 <u>\$403.00/year</u>
	Class C Permit	\$262 <u>\$270.00/year</u>
	Class F Permit	No Fee
	First Permit Issued to an Owner	Permit fee plus 40% for each establishment owned or operated
	Change of location	Permit fee plus 40% for first permit at new location
216-5H	Late permit renewal penalty:	
	Payment received after January 7 of renewal year	\$50
	Payment received after January 21 of renewal year	\$100

<u>Section</u>	<u>Fee For</u>	<u>Amount</u>
216-16G	Retail food store permits	
	Class A Permit	\$519 <u>\$535.00/year</u>
	Class B Permit	\$391 <u>\$403.00/year</u>
	Class C Permit	\$262 <u>\$270.00/year</u>
	Class D Permit.	\$262 <u>\$270.00/year</u>
	Class E Permit.	\$129 <u>\$133.00/year</u>
	Class F Permit	No Fee
216-16H	First Permit Issued to an Owner	Permit fee plus 40% for each establishment owned or operated
	Change of location	Permit fee plus 40% for first permit at new location
216-16I	Late permit renewal penalty:	
	Payment received after January 7 of renewal year	\$50
	Payment received after January 21 of renewal year	\$100
216-32F	Bed and breakfast establishment permit:	
	Class H Permit	\$391 <u>\$403.00/year</u>
	Class I Permit	\$262 <u>\$270.00/year</u>
216-32G	First permit issued to an owner	Permit fee plus 40% for each establishment owned or operated
	Change of location	Permit fee plus 40% for first permit at new location
216-32H	Late permit renewal penalty:	
	Payment received after January 7 of renewal year	\$50
	Payment received after January 21 of renewal year	\$100
216-41F	Temporary food establishment permit:	
	Class J:	
	1-to 2 day special event	\$50
	3-to 14 day special event	\$75
	Class K	\$180

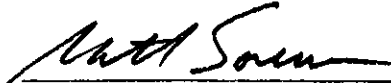
This amendment shall become effective and in full force on January 1, 2016. Adopted by the County Board of McLean County, Illinois, this 17th_ day of November, 2015.

ATTEST:

APPROVED:



Kathy Michael, Clerk of the Board of McLean County



Matt Sorensen, Chairman of the McLean County Board

Members McIntyre and Gordon moved the County Board approve a Request for Approval of an Amendment to the McLean County Revised Code, Chapter 205 - 1004, Food Service. - Health Department. Clerk Michael shows all members present voting in favor of the Motion. Motion carried.

FINANCE COMMITTEE:
Member McIntyre, Vice Chairman, presented the following:

**AN ORDINANCE BY THE McLEAN COUNTY BOARD AMENDING
THE McLEAN COUNTY CODE AND INCREASING
SEWAGE DISPOSAL SYSTEMS, WATER WELLS AND
GEOTHERMAL EXCHANGE SYSTEMS FEES**

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of sewage and water well construction for the promotion and protection of health and the control of disease; and

WHEREAS, the McLean County Ordinance is required by the Illinois Administrative Code to be at least as stringent as state rules and regulations; and

WHEREAS, the McLean County Board of Health has recommended on September 9, 2015, that permit and license fees be increased, and the county code be amended as proposed to meet state requirements as required; and

WHEREAS, the Health Committee at their November 4, 2015 meeting has concurred with such recommendations, now, therefore

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 205-1009 is and hereby amended to read as follows:

(Additions are indicated by text and stricken material by ~~text~~)

§205-1009 Chapter 310, Sewage Disposal Systems, Water Wells and Geothermal Exchange Systems.

Sewage disposal system, water well and geothermal exchange system fees shall be as follows


Section	Fee for	Amount
310-17	Septic tank or Imhoff tank	\$97 <u>\$100.00</u>
	Aerobic treatment plant	\$97 <u>\$100.00</u>
	Subsurface seepage field	\$145 <u>\$149.00</u>
	Seepage bed	\$145 <u>\$149.00</u>
	Sand filter (buried or recirculating)	\$145 <u>\$149.00</u>
	Waste stabilization pond	\$145 <u>\$149.00</u>
	8-inch or 10-inch gravelless seepage field	\$145 <u>\$149.00</u>
	Chamber systems	\$145 <u>\$149.00</u>
	Treatment unit(s) and waste stabilization pond	\$193 <u>\$199.00</u>
	Privies, chemical toilet, recirculating toilet, incinerator toilet, compost toilet	\$193 <u>\$199.00</u>
	Private Sewage Mound Code (77 Ill. Admin. Code 906)	\$193 <u>\$199.00</u>

Section	Fee for	Amount
	Holding tank(s)	\$193 <u>\$199.00</u>
	Dump station	\$193 <u>\$199.00</u>
	Any other system for which a variance in accordance with § 310-20 has been issued	\$193 <u>\$199.00</u>
310-18A	Licenses:	
	Installer license	\$276 <u>\$284.00</u>
	Pumper license	\$276 <u>\$284.00</u>
	First-time applicant	40%, plus the annual fee
310-21B(3)	Retesting of applicants for County private sewage disposal installer license	\$50/retest
310-22B(3)	Retesting of applicants for County private sewage disposal pumper license	\$50/retest
310-31	Application for permit to construct or deepen a water well	\$100
310-41	Geothermal exchange system contractor registration	\$50/year
	First-time applicant	40%, plus annual fee
	First 5 bore holes of a closed loop well system	\$200
	Each additional 10 bore holes or portion thereof in a closed loop system	\$100
	Individual horizontal closed loop system trench	\$50
	Body of water loop system	\$100

This amendment shall become effective and in full force on January 1, 2016. Adopted by the County Board of McLean County, Illinois, this 17th day of November, 2015.

ATTEST:

APPROVED:


 Kathy Michael, Clerk of the Board of McLean County


 Matt Sorensen, Chairman of the McLean County Board

Members McIntyre and Cavallini moved the County Board approve a Request for Approval of an Amendment to the McLean County Revised Code, Chapter 205-1009 Sewage Disposal Systems, Water Wells and Geothermal Exchange Systems. - Health Department. Clerk Michael shows all members present voting in favor of the Motion. Motion carried.



Michelle L. Anderson

COUNTY AUDITOR

Government Center

115 E. Washington Street, Room 402 • PO Box 2400 • Bloomington, IL 61702-2400

(309) 888-5148 • Fax (309) 888-5209

michelle.anderson@mcleancountyil.gov • www.mcleancountyil.gov/auditor

MCLEAN COUNTY BOARD COMPOSITE

November 17, 2015

2015 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$169,570.71	\$169,570.71
Finance		\$1,035,675.47	\$1,035,675.47
Human Services		\$475,557.98	\$475,557.98
Justice		\$986,004.37	\$986,004.37
Land Use		\$6,497.18	\$6,497.18
Property		\$307,458.86	\$307,458.86
Transportation		\$816,442.50	\$816,442.50
Health		\$368,588.46	\$368,588.46
Health/Dev. Disability Board		\$55,225.00	\$55,225.00
Total	\$0.00	\$4,221,020.53	\$4,221,020.53



Matt Sorensen, Chairman
McLean County Board

The meeting was adjourned until December 15 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 10:59 a.m.

Matt Sorensen
County Board Chairman

Kathy Michael
Kathy Michael
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Kathy Michael, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 4th day of December 2015, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 4th day of December 2015.

Kathy Michael
Kathy Michael
McLean County Clerk