



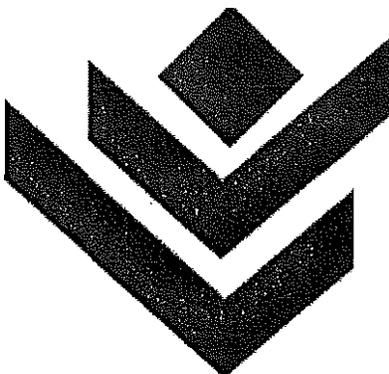
CITY OF
BLOOMINGTON
COUNCIL MEETING
NOVEMBER 28, 2016

CONSENT AGENDA

RECOGNITION

REGULAR AGENDA

PUBLIC HEARINGS



City Logo Design Rationale

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!

Brief Summary of Five Council Priorities

Five Priorities

At the September retreat, Council informally selected its top five priorities, and since that time staff has seen that these five areas are the dominant focus of the Council's policy deliberations. The selected priorities are:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Implementation Plan

The value in naming priorities is to establish policy direction, make that direction known to stakeholders and guide policy, budget and operational decisions. As we work to develop the City's FY17 budget, staff would find value in formalizing the five priorities for the next fiscal year.

Prior to formalization, we have prepared this brief summary to begin the dialogue about what each priority means, where it stands and what it will take to advance each going forward.

1. Economic Development

- A. Economic development was overwhelmingly recognized by the Council as **essential to the financial sustainability** of the community. It is our prime means to diversify our tax base and expand our revenue streams.
- B. City of Bloomington economic development is undertaken in parallel with **regional collaboration** and economic development initiatives of the EDC, B/N Advantage and others.
- C. The time is right to review our **economic development strategic plan and incentive policy**. Tools such as TIF are invaluable for the redevelopment of areas such as Colonial Plaza, and will be key to our success.
- D. Economic development cannot stand alone and depends on sound infrastructure and quality of life to successfully ensure a financially-sound future for our community.

2. Infrastructure

- A. The City is decades behind in funding much-needed **infrastructure maintenance**, estimated to total \$400M or more. Reliable infrastructure with the capacity to handle growth is essential to economic development, quality of life and the City's financial long-term stability.
- B. Our City's recently completed **infrastructure Master Plans**, encompassing streets, sanitary sewers, storm water, facilities, sidewalks and more provide detailed inventory, condition rating and make it possible for us to assess and prioritize critical needs.
- C. The next essential step is to develop a **five year Capital Improvement Plan** to address the most urgent/timely needs, AND a funding strategy.
- D. Some projects included in the City's Master Plans are prime candidates for borrowing. Financing options are many, and Council will determine a preferred strategy, ranging from conservative to aggressive.

3. Financial Planning

- A. Since the Great Recession, we are all adapting to a new economy that requires us to have a **long-term, continuously evolving plan for financial sustainability**, including a plan for appropriate reserves. We must have a balanced budget to avoid the pitfalls and reputational damage that many other governments continue to experience.
- B. A deficit in the City's General Fund was averted in the near term through Budget Task Force recommendations and the Council's recent adoption of a 1% sales tax increase. However, the City's expenses, especially those tied to Police and Fire pensions and labor costs, will continue to increase over the years. The **potential for a General Fund structural deficit** will continue to threaten future budgets.
- C. It will take all of us, including our citizens, to develop solutions for achievement of financial sustainability. We must focus on refining our financial projections, re-forecasting when appropriate, identifying programs and services, establishing appropriate levels of service performance measures, and prioritization.
- D. A **Capital Improvement Plan and funding** is critical to the City's financial strategy now and going forward.

4. Reduced Emergency Response Times

- A. Despite the excellent efforts of our first responders, the Fire Master Plan identified that **service to the City's northeast portion is inadequate and response times are below our standards**. Long-term, the Master Plan recommends a new Fire Station facility to serve the northeast area of the City. In the short-term, we must identify creative and innovative methods to reduce EMS and fire suppression response times.
- B. Quality public safety services are essential to a community's Economic Development and, with so many financial resources devoted to public safety, **finding efficient solutions to public safety issues** contributes to the long-term financial health of the community.

5. Downtown Implementation Plan

- A. The Downtown Master Plan was adopted by the City Council in 2013 without an Implementation Plan. Increased interest in Downtown economic development, notably in the proposed addition of hotel and/or convention center space, indicates this is the time to **design the City's role** in success of the Downtown.
 - a. It will take inside and outside **resources to vet potential Downtown projects**.
 - b. We must determine the amount and type of **public engagement** that is appropriate for Downtown development proposals.
 - c. Traditionally, municipalities play a role in Downtown **streetscape improvements** and meeting its **parking needs**.
- B. We can **build upon the qualities that make our Downtown special**, such as our ties to President Lincoln and Route 66, both expertly displayed in the new Visitors Center at the McLean County Museum of History. Smart economic development in Downtown will expand on existing assets and attractions like the Museum, the BCPA and the Coliseum.

RESOLUTION NO. 2016 -29

A RESOLUTION ADOPTING A MISSION, VISION AND VALUES STATEMENT FOR THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington ("City") is an Illinois home-rule municipality; and

WHEREAS, the City is known as the "Jewel of the Midwest;" and

WHEREAS, the City is a great place to live, work and play; and

WHEREAS, the City Council desires to adopt a statement expressing the Organizational Mission, Vision and Values of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The above stated recitals are incorporated herein by reference.

Section 2. The City Council of the City of Bloomington hereby formally adopt the following as the City's Organizational Mission, Vision and Values:

Mission: To lead, serve and uplift the City of Bloomington

Vision: A Jewel of Midwest Cities

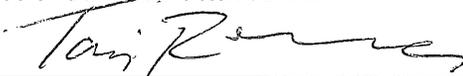
Values: Service-centered, results-driven, inclusive.

Section 3. All resolutions in conflict with this Resolution, as well as any previous statements adopted on the mission, vision and values of the City are hereby repealed.

Section 4. This Resolution shall be in full force and effect immediately after its passage and approval.

APPROVED by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, July 25, 2016, by a vote of 7 to 1. (Nay: Alderman Kevin Lower) (Absent: Alderman David Sage)

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST



Cherry L. Lawson, City Clerk



2015 Strategic Plan Goals

Goal	1. Financially Sound City Providing Quality Basic Services
Objective	<ul style="list-style-type: none">a. Budget with adequate resources to support defined services and level of servicesb. Reserves consistent with city policiesc. Engaged residents that are well informed and involved in an open governance processd. City services delivered in the most cost-effective, efficient mannere. Partnering with others for the most cost-effective service delivery
Goal	2. Upgrade City Infrastructure and Facilities
Objective	<ul style="list-style-type: none">a. Better quality roads and sidewalksb. Quality water for the long termc. Functional, well maintained sewer collection systemd. Well-designed, well maintained City facilities emphasizing productivity and customer servicee. Investing in the City's future through a realistic, funded capital improvement program
Goal	3. Grow the Local Economy
Objective	<ul style="list-style-type: none">a. Retention and growth of current local businessesb. Attraction of new targeted businesses that are the "right" fit for Bloomingtonc. Revitalization of older commercial homesd. Expanded retail businessese. Strong working relationship among the City, businesses, economic development organizations
Goal	4. Strong Neighborhoods
Objective	<ul style="list-style-type: none">a. Residents feeling safe in their homes and neighborhoodsb. Upgraded quality of older housing stockc. Preservation of property/home valuationsd. Improved neighborhood infrastructuree. Strong partnership with residents and neighborhood associationsf. Residents increasingly sharing/taking responsibility for their homes and neighborhoods
Goal	5. Great Place – Livable, Sustainable City
Objective	<ul style="list-style-type: none">a. Well-planned City with necessary services and infrastructureb. City decisions consistent with plans and policiesc. Incorporation of "Green Sustainable" concepts into City's development and plansd. Appropriate leisure and recreational opportunities responding to the needs of residentse. More attractive city: commercial areas and neighborhoods
Goal	6. Prosperous Downtown Bloomington
Objective	<ul style="list-style-type: none">a. More beautiful, clean Downtown areab. Downtown Vision and Plan used to guide development, redevelopment and investmentsc. Downtown becoming a community and regional destinationd. Healthy adjacent neighborhoods linked to Downtowne. Preservation of historic buildings



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, NOVEMBER 28, 2016 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Appointment of Nikita Richards to the Cultural District Commission.
 - B. Appointment of Scott Koets to the Cultural District Commission.

6. Public Comment

7. “Consent Agenda”

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

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

- A. Consideration of approving the Minutes of the November 14, 2016 Regular Session Meeting. *(Recommend that the reading of the minutes of the November 14, 2016 Regular Session Meeting, be dispensed with and the minutes approved as printed.)*

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

- B. Consideration of approving Bills, Payroll, Electronic Transfers and Procurement Cards in the amount of \$ *(Recommend that the bills, payroll, electronic transfers, and procurement cards be allowed in the amount of \$, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving Appointments to the Cultural District Commission. *(Recommend that Nikita Richards and Scott Koets be appointed to the Cultural District Commission.)*
- D. Consideration of an Application for the Main Street/US 51 Corridor Project (Olive Street in Bloomington to College Avenue in Normal) as part of the One Voice Advocacy Program. *(Recommend that an application be submitted to the Bloomington-Normal Economic Development Council on behalf of the City of Bloomington to advocate for the Main Street/US 51 Corridor project as part of the One Voice initiative and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of:
- a) An application of the Hamilton Gap project (Bunn Street to Commerce Parkway) for the One Voice advocacy programs, and
 - b) Supporting a request to seek federal funding through US DOT for a FASTLANE grant of \$8.7 million for construction of the Hamilton Road extension, from Bunn Street to Commerce Parkway.
- (Recommend that (a) that an application to the Bloomington-Normal Economic Development Council on behalf of the City of Bloomington to advocate for the Hamilton Road project as part of the One Voice initiative be submitted and that the Mayor and City Clerk be authorized to execute the necessary documents, and (b) approving staff to submit a grant application to the US DOT for a FASTLANE transportation grant, and obligating the City to authorize local matching funds of, at minimum, \$5.8 million for the FASTLANE grant and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- F. Consideration of review and Analysis of Bids and approving a Contract with McLean County Glass & Mirror, Inc. in the amount of \$45,025.00 for Police Administration Office Window Repairs (Bid #2017-20). *(Recommend that the unit prices and Contract with McLean County Glass & Mirror, Inc. for Police Administration Office Window Repairs through Bid #2017-20 in the amount of \$45,025.00 be approved and authorize the City Manager and City Clerk to execute the necessary documents.)*
- G. Consideration of a scheduled replacement purchase of one (1) Rear Loading Refuse Truck for the Solid Waste Division of the Public Works Department in the amount of \$164,123.00. *(Recommend approving the purchase of one (1) McNeilus Model 2511 25 Yard Rear Loader*

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body and Kenworth T370 Chassis from McNeilus Truck and Manufacturing Co. of Dodge Center, Minnesota using the National Joint Powers Alliance contract number 112014-MCN in the amount of \$164,123.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents. .)

- H. Consideration of a Resolution approving the release of redacted Executive Session Minutes per Section 2 (c) (21) of 5 ILCS 120. *(Recommend that Council adopts the Resolution approving the release of portions of certain Executive Session Minutes per Section 2 (c) (21) of 5 ILCS 120, and authorizes the Mayor and City Clerk to execute the necessary documents.)*
- I. Consideration of an Ordinance extending the City’s Regulation of Transportation Network Companies and Their Drivers. *(Recommend that the Ordinance be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- J. Consideration of an Ordinance approving a Petition from Greyhound Properties, LLC, for an Expedited Final Plat for Morrissey Crossing Subdivision, located South of Veterans Parkway and West of Morrissey Drive, and rescinding Ordinance No. 2013-83 and Ordinance No. 2016-40. *(Recommend that the Ordinance be approved for the Expedited Final Plat for Morrissey Crossing, rescinding Ordinance No. 2013-83, and rescinding Ordinance No. 2016-40, and that the Mayor and City Clerk be authorized to sign the necessary documents.)*
- K. Consideration of an Ordinance approving a Petition from Wittenberg II, L.L.C., requesting approval of Expedited Final Plat Resubdivision, Lots 16-18 Wittenberg Woods at Prairie Vista, 1st Addition. *(Recommend that the Ordinance be adopted approving the Final Plat, subject to the Petitioner posting the required bond and paying the required substandard street improvement fee prior to recording of the final plat, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- L. Consideration of adopting an Ordinance approving a Petition from Fox Ridge, LLC, for a Final Plat for Fox Lake Subdivision, Sixth Addition, commonly located south of Spangle Road and east of Stelt Drive. *(Recommend that the Ordinance be adopted approving the Final Plat for Fox Lake Subdivision Sixth Edition, subject to the Petitioner supplying necessary surety for public improvements and paying the required tap-on fees and fee in lieu of parkland dedication prior to recording of the plats and authorizing the Mayor and City Clerk to execute the necessary documents.)*

8. “Regular Agenda”

- A. Consideration of approving an:
 - a) Ordinance Budget Amendment for F17 in the amount of \$300,000, and

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- b) Agreement with Kronos, Inc. for the Workforce Central Telestaff software subscription.

*(Recommend that Council adopts an Ordinance amending the F17 budget in the amount of \$300,000, approve the Kronos, Inc. Agreement and authorize the Mayor and City Clerk to execute the Ordinance, and the City Manager and City Clerk to execute the Agreement.)
(Presentation by Nicole Albertson, Human Resource Director and Scott Sprouls, Information Services Director 10 minutes. Council discussion 15 minutes.)*

- B. Consideration of a Resolution authorizing the execution of an Intergovernmental Agreement concerning the McLean County Geographic Information System Consortium and authorizing the amendment and termination of prior agreements. *(Recommend that a Resolution authorizing the execution of an intergovernmental agreement concerning the McLean County Geographic Information System Consortium and authorizing the amendment and termination of prior agreements be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jim Karch, Public Works Director 5 minutes, and Council discussion 5 minutes.)*
- C. Consideration of approving an Intergovernmental Agreement with Ecology Action Center for Solid Waste Program. *(Recommend that the Intergovernmental Agreement between the City of Bloomington, Town of Normal, McLean County, and the Ecology Action Center for the McLean County Solid Waste Program be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Michael Brown, Executive Director of Ecology Action Center 5 minutes, and Council discussion 5 minutes.)*
- D. Consideration of an Ordinance to authorize the preparation of a Tax Increment Financing Redevelopment Project Plan for the proposed North Main Street / Chestnut Street Redevelopment Project Area. *(Recommend that an Ordinance authorizing the preparation of Redevelopment Project Plan with respect to the designation of a certain area as a Tax Increment Financing Redevelopment Project Area (North Main Street / Chestnut Street) be approved and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by David Hales, City Manager and Austin Grammer, Economic Development Coordinator 5 minutes, Council discussion 10 minutes.)*
- E. Presentation and discussion regarding Local Government Wage Increase Transparency Act on disclosable payments to Laurie Wollrab. *(This information is being provided as required pursuant to the Local Government Wage Increase Transparency Act, 50 ILCS 155/1.) (Presentation by Jeffrey Jurgens, Corporation Counsel 5 minutes, and Council discussion 10 minutes.)*

9. City Manager's Discussion

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

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COUNCIL AGENDA ITEM NO. 5

RECOGNITION/APPOINTMENT

5. Recognition/Appointments
 - A. Appointment of Nikita Richards to the Cultural District Commission.
 - B. Appointment of Scott Koets to the Cultural District Commission.



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of approving the Minutes of the November 14, 2016 Regular City Council Meeting.

RECOMMENDATION/MOTION: that the reading of the minutes of the November 14, 2016 Regular City Council Meeting be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

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

Recommended by:

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

David A. Hales
City Manager

Attachments:

- November 14, 2016 Regular Session Meeting Minutes

Motion: that the reading of the minutes of the November 14, 2016 Regular City Council Meeting be dispensed with and the minutes approved as printed.

**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, NOVEMBER 14, 2016; 7:00 P.M.**

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, November 14, 2016. The Meeting was called to order by Mayor Tari Renner.

2. Pledge of Allegiance to the Flag

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

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

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

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

Alderman absent: None.

Staff Present: David Hales; City Manager, Steve Rasmussen; Assistant City Manager, Jeffrey Jurgens; Corporation Counsel, Cherry L. Lawson; City Clerk, Jim Karch; Public Works Director, Brian Mohr; Fire Chief, Patti-Lynn Silva; Director of Finance, Scott Sprouls; Director of Information Services and other City staff were also present.

5. Recognition / Appointments

The following were presented:

- A. Proclamation Declaring November 17, 2016 as “Prematurity Awareness Day.”
- B. Proclamation of Gordon Vayo Placing 2nd In the World Series of Poker of 2016.
- C. Recognition of the Heritage Award for Preservation Excellence to Gaye Beck; Greg Shaw and Mollie Ward; Matthew and Rebecca Spears, and Keith and Diana Thompson.
- D. Appointment of Kellie Williams to the Cultural District Commission.

6. Public Comment

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

Bruce Meeks
Aaron of Mars
Alton Franklin
Donna Boelen
Gary Lambert
Paula Stubblefield

6. Consent Agenda

The following was presented:

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

Motion by Alderman Schmidt, seconded by Alderman Black, that the Consent Agenda Items be approved with the exceptions of items 7H and 7E.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A. Consideration of approving the Minutes of the October 24, 2016 Regular City Council Meeting and the Minutes of the September 19, 2016 Special Session Meeting.

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$7,098,164.09.

The following was presented:

Item 7C. Consideration of approving an appointment to the Cultural District Commission.

The following was presented:

Item 7D. Consideration of approving the issuance of a Purchase Order in the amount of \$147,576.83 to CDWG, Inc. from the State of Illinois Department of Central Management Services (CMS) Joint Purchasing Contract (CMS69451150) for Microsoft Enterprise Agreement licensing.

The following was presented:

Item 7E. Consideration of approving a Land Donation and Construction Agreement with Habitat for Humanity of McLean County for the distribution of vacant property for development of affordable housing for low and moderate income residents in the City. *(Item was pulled from the Consent agenda for Council to discuss in further detail.)*

The following was presented:

Item 7F. Consideration of approving a Land Donation Agreement with Youth build McLean County for the donation of land (vacant lots and vacant single-family homes) for development of new and rehabilitated affordable housing for low and moderate income residents in the City.

The following was presented:

Item 7G. Consideration of adopting a Resolution approving a change order to the contract with JG Stewart Inc., for the construction of two (2) concrete basketball courts at Sunnyside Park.

RESOLUTION NO. 2016-38

A RESOLUTION APPROVING A CHANGE ORDER TO THE CONTRACT WITH J.G. STEWART, INC. AND AUTHORIZING THE NECESSARY CONCRETE WORK FOR TWO BASKETBALL COURTS AT SUNNYSIDE PARK

The following was presented:

Item 7H. Consideration of a Resolution approving a cost modification associated with the IDOT Motor Fuel Tax Agreement with Farnsworth Group, Inc. for Professional Engineering Design Services for Linden Street Bridge Rehabilitation Improvements, RFQ No. 2015 – 26. *(Item was pulled from the Consent agenda for Council to discuss in further detail.)*

RESOLUTION NO. 2016-39

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$7,100.00 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND FARNSWORTH GROUP, INC.

The following was presented:

Item 7I. Consideration of an Ordinance approving a Petition from Greyhound Properties, LLC, for an Expedited Final Plat for Morrissey Crossing Subdivision, located South of Veterans Parkway and West of Morrissey Drive, and rescinding Ordinance No. 2013-83 and Ordinance No. 2016-40.

ORDINANCE NO. 2016-____

AN ORDINANCE RESCINDING TWO PRIOR FINAL PLATS AND APPROVING THE
FINAL PLAT OF MORRISSEY CROSSING

The following was presented:

Item 7J. Consideration of the application of Crawford's Corner Pub, LLC, d/b/a Crawford's Corner Pub, located at 610 W. Chestnut, requesting a TAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

The following was presented:

Item 7K. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception on November 19, 2016.

ORDINANCE NO. 2016-118

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND
SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON
NOVEMBER 19, 2016, AT DAVIS LODGE

The following was presented:

Item 7L. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception on January 14, 2017.

ORDINANCE NO. 2016-119

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND
SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON
JANUARY 14, 2017, AT DAVIS LODGE

The following was presented:

Item 7M. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception on April 29, 2017.

ORDINANCE NO. 2016-120

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON APRIL 29, 2017, AT DAVIS LODGE

The following was presented:

Item 7H. Consideration of a Resolution approving a cost modification associated with the IDOT Motor Fuel Tax Agreement with Farnsworth Group, Inc. for Professional Engineering Design Services for Linden Street Bridge Rehabilitation Improvements, RFQ No. 2015 – 26.

RESOLUTION NO. 2016-39

A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$7,100.00 IN THE CONTRACT BETWEEN THE
CITY OF BLOOMINGTON AND FARNSWORTH GROUP, INC.

No discussion was needed.

Motion by Alderman Painter, seconded by Alderman Schmidt, that the City Council approve a Resolution authorizing a change order with Farnsworth Group, Inc. regarding Professional Engineering Services Agreement for Design and Construction Plan Preparation of Linden Street Bridge Rehabilitation, and that an IDOT Resolution for Improvement By Municipality be approved, in the amount of \$7,100.00, and authorize the Mayor and City Clerk to execute the necessary documents, and the City Manager to take all actions, including execution of documents, necessary to authorize the work.

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

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

Nays: None.

Recused: Alderman Amelia Buragas

[7:44 PM Minutes:] Alderman Amelia Buragas left the dais.

[7:45 PM Minutes:] Alderman Amelia Buragas returned to the Meeting.

Motion carried.

The following was presented:

Item 7E. Consideration of approving a Land Donation and Construction Agreement with Habitat for Humanity of McLean County for the distribution of vacant property for development of affordable housing for low and moderate income residents in the City.

Alderman Fruin asked how many vacant lots the City of Bloomington has. He suggested, for a future meeting, that Council discuss the City of Bloomington's vacant properties to see if any can be taken off the City's list and given to YouthBuild and Habitat for Humanity.

Motion by Alderman Fruin, seconded by Alderman Hauman, that Council approves the Land Donation and Construction Agreement with Habitat of McLean County for the distribution of vacant lots obtained through activities of the Community Development Department's Code Enforcement Division.

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

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

Nays: None.

Motion carried.

Regular Agenda

The following was presented:

Item 8A. Consideration of adopting a Resolution urging Illinois State Leaders to release downstate operating assistance grant funds to public transportation providers, including Connect Transit.

RESOLUTION NO. 2016-40

A RESOLUTION URGING ILLINOIS STATE LEADERS TO RELEASE DOWNSTATE OPERATING ASSISTANCE GRANT FUNDS TO PUBLIC TRANSPORTATION PROVIDERS, INCLUDING CONNECT TRANSIT

Alderman Black encouraged everyone to take a look at the Work Session video on the City's Website (www.cityblm.org) to see all the information that was discussed in regards to the Connect Transit routes, updates and concerns that were addressed.

Alderman Lower questioned whether an emergency Resolution could be prepared by the Board to try and continue to operate portions of the Connect Transit Entity that are most needed by those who need it the most in case funding does not come through from the State.

Mr. Johnson stated one of the challenges Connect Transit is facing is that the Federal and State funding that they receive, is on a reimbursement basis only. Local money is utilized to obtain grants. Unfortunately, Federal or State funds cannot be put into reserve. Local funding is the only source that can be put into reserve. Connect Transit is not able to put local funding into reserve at this time. Connect Transit needs to start looking at possible contingencies to see what can be done if funding does not come through from the State. The State's funding problems are not going away any time soon. Planning is key to figuring out how they can continue to provide consistent services to this community.

Mayor Renner asked how much it costs Connect Transit to operate services to our community, and how much funding has not come through yet.

Mr. Johnson stated that sixty-five (65%) percent of funding, to operate, comes from the State. This is an amount that is too high to be able to replicate from any other funding unit.

Alderman Lower stated concerns with having to tell the public that Connect Transit services would cease if proper funding does not come through from the State.

Alderman Buragas stated it is difficult to provide a service to the community when the State is not coming through with funds that were intended to be used for transit services. She suggested to members of the community, that they should call the State Legislators and encourage our Legislators to make this an incredibly high priority in order to avoid this very dramatic shutdown.

Motion by Alderman Hauman, seconded by Alderman Black, that the Resolution be adopted urging Illinois State Leaders to release downstate operating assistance grant funds to public transportation providers, including Connect Transit, and authorize the Mayor and City Clerk to execute the necessary document.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8B. Consideration of an Ordinance approving the proposed *Estimated* 2016 Tax Levy for the Bloomington Public Library.

ORDINANCE 2016-_____

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON – LIBRARY, MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2017 FOR THE CITY OF BLOOMINGTON

Jean Hamilton stated the Bloomington Library is requesting Council adopt the estimated 2016 Library Property Tax Levy in the amount of \$4,683,111.00. With an exception of a \$33,000.00 increase in fiscal year 2015, the Library Property Tax Levy has been flat for the past seven years, resulting in a continually decreasing tax rate. Through the requested increase, the Bloomington Library will be able to continue to provide a high level of service, offer a high return on the tax payer's investment, and invest in the Community's future.

Alderman Schmidt commented on eroding Library services within local high schools over the past few years. It is very important to preserve the services the Bloomington Library is offering to the Community in terms of education and technology access.

Mayor Renner mentioned that the Bloomington Library is a main source for many individual's access to the internet.

Alderman Painter stated technology needs to continue to be made available to the people who need it within the Community, through the Library.

Alderman Lower stated Council is adding an additional service to the Library and has not yet looked into any other ways to pay for that service. The private sector should be looked at for possible donations.

Alderman Mwilambwe stated that even though the Tax Levy increase would only increase individual's taxes by about .3 cents, it still adds up over time, given the increases in the past few years. Some of the Library's future plans for services are not researched thoroughly, nor does the Library know if the community will use those services.

Alderman Hauman stated that the Bloomington Library is an asset to the Community.

Alderman Fruin suggested that the Township Supervisor prepare a chart showing all taxing bodies within Bloomington over the past ten years. This chart needs to be made public on the City's website.

Motion by Alderman Schmidt, seconded by Alderman Painter that Council approves the Ordinance adopting the Estimated 2016 Property Tax Levy in the amount of \$4,683,111, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: Alderman Lower, Sage, and Mwilambwe.

Motion carried.

The following was presented:

Item 8C. Consideration of an Ordinance approving the proposed *Estimated* 2016 Tax Levy for the City of Bloomington.

ORDINANCE 2016-_____

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2017 FOR THE CITY OF BLOOMINGTON

Mr. Hales stated the recommendation is to approve the estimated 2016 Property Tax Levy for the City of Bloomington for \$20,061,265.00 dollars. Staff has also provided for consideration, that a very critical public safety need the City has, is to continue to work on bringing down very high emergency response time rate. Currently the emergency response time is around eight (8) minutes. The National Standard and the City of Bloomington's goal is six (6) minutes. After proper analysis it was discovered that the only way to get this response time down was to hire additional personnel. Staff does feel with the tax levy increase of about \$500,000.00, it would still result in a tax decrease, of about one dollar. Utilizing and dedicating these funds to help bring down the emergency response time, would be a great way to bring the investment to life.

Ms. Silva clarified that the Tax Levy is an estimate. By law an estimate has to be adopted and made public for 20 days prior to adoption. So the action tonight would not be to adopt the actual levy, but to adopt the estimate for the levy. Then the final adoption would be done in December of 2016.

Alderman Fruin stated he is not against hiring six additional paramedics however, he will vote against any motion that will increase property taxes for the City of Bloomington. He suggested finding additional funds within other sources.

Alderman Hauman asked if other options have been looked at to provide the additional funding.

Alderman Lower stated the City is spending money in places that are not primarily fundamental needs within the Community. If the City needs to decrease response times, then that needs to be done, however it should not be linked to a City Tax Levy.

Alderman Buragas stated that this Levy is giving the City an opportunity to increase their revenues, without increasing the amount of taxes paid due to the City's growth. Capturing this growth is the responsible thing to do. The needs within the Community will continue to be larger than the City's abilities no matter what decision the Council chooses.

Alderman Black asked if the Levy is not passed, what happens to the timeline for the State Statute.

Ms. Silva stated Council would have to hold a special meeting to discuss and approve an estimate, as the deadline is December 29, 2016 regardless. Council has twenty days to meet, discuss and make a decision on the levy Ordinance.

Alderman Black stated Council has to make a decision. Council cannot keep postponing these types of items. If there are Council members whom feel cuts need to be made elsewhere, then those sources need to be presented for discussion.

Mayor Renner stated that in his three and half years as Mayor, no sources have ever been brought to his attention, regardless of how many times this conversation has come up. No Council member has brought forward an idea or sources as to where these cuts can be made.

Alderman Fruinn stated he has sent multiple emails to his fellow Board members with sources to explore for monetary cuts. Those emails have never gotten any attention. These are two separate issues that need to be separated. One is lowering response times and the other is raising our property taxes.

Motion by Alderman Hauman, seconded by Alderman Lower, that Council approves the Ordinance to adopt the *Estimated* 2016 Property Tax Levy in the amount of \$20,061,265, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: Alderman Lower.

Motion carried.

The following was presented:

Item 8D. Consideration of approving a Professional Services Contract with the BKV Group for Professional Architectural Services to design an elevator to comply with the Americans with Disabilities Act (ADA) at the Coliseum, (RFQ 2016-04).

Mr. Rasmussen stated that he was going to highlight three key points to the presentation packet Council was given. The Coliseum is not within ADA requirements. The Illinois Attorney General has directed the City to submit a plan which addresses this issue by July of 2017. The cost of this research, to come up with a plan is about \$120,000.00. This will be a complicated engineering project, as the building was originally designed without an elevator in its plans. A plan was given within the packet to show that the elevator will be placed outside the front of the building. It has been asked why the building was not made with an elevator when it was first built. The assumption is that the use for the Coliseum has changed over time. The recommendation is to approve the study which has to be in by July 11, 2017.

Mr. Hales suggested that the BKV group take a look at two separate ways to accomplish this project. One would be to put the elevator on the outside, as presented. The other would be to factor in and come up with a cost to put the elevator on the inside of the building.

Alderman Lower asked if the ADA regulations have changed. He wanted to know how the building originally passed the ADA regulations and now is no longer in compliance.

Alderman Schmidt stated that we opened the Coliseum with the intentions of having concerts in the building. This was signed off on when the building was first built. It is very confusing to see that the rules or regulations have now been changed to say the building is no longer in compliance.

Mr. Jurgens stated the rules or regulations have not necessarily changed. This item should have been considered prior. Legal Counsel is looking into why some of these issues existed when the building was constructed.

Motion by Alderman Black, seconded by Alderman Hauman, that the Professional Services Contract with the BKV Group for Professional Architectural Services to design an elevator to comply with the Americans with Disabilities Act (ADA) at the Coliseum in the amount of \$120,270.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8E. Consideration of approving the purchase of 2- 2018 International Navistar 4300LP Horton Type MED, Model 623 Type I Ambulances.

Chief Mohr stated there are currently seven ambulances in the fleet. There are four frontline ambulances and three that are in reserve. The reserve ambulances are used to replace one of the frontline ambulances during maintenance, scheduled maintenance, or during standby events. In the 2017 budget they originally planned to replace one ambulance and two engines. However, since that point in time, the 2008 ambulance has had an engine failure. After consideration of all equipment, Staff is requesting the purchase of two ambulances.

Motion by Alderman Schmidt, seconded by Alderman Lower, that Council approves the purchase of two (2) – 2018 International Navistar 4300LP Horton Type MED, Model 623 Type I ambulances from Foster Coach of Sterling, IL through the Suburban Purchasing Cooperative for the amount of \$523,746.00, and authorizes City Manager and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7I. Consideration of an Ordinance approving a Petition from Greyhound Properties, LLC, for an Expedited Final Plat for Morrissey Crossing Subdivision, located South of Veterans Parkway and West of Morrissey Drive, and rescinding Ordinance No. 2013-83 and Ordinance No. 2016-40.

ORDINANCE NO. 2016-____

**AN ORDINANCE RESCINDING TWO PRIOR FINAL PLATS AND APPROVING THE
FINAL PLAT OF MORRISSEY CROSSING**

Mr. Jurgens came forward and noted that Item 7I was originally supposed to be pulled from the agenda. The final plat required an update. There were departments that were unable to review the plat after the update was made. The Developer has been made aware and has agreed to wait until the November 28, 2016 Council meeting for approval. He explained that the rules allow for a reconsider to be made by anyone who voted in the majority. He is asking for a consideration of a Motion to reconsider the vote approving the Ordinance for the Expedited Final

Plat for Morrissey Crossing, rescinding Ordinance No. 2013-83, and rescinding Ordinance No. 2016-40. The proper update would be made and the item would be brought back to Council at the November 28, 2016 meeting.

City Manager's Discussion

Mr. Hales stated on Thursday, November 10th, 2016 the City gave recognition of Veterans within the City of Bloomington organization. There were a minimum of seventy (70) Veterans recognized. Thanks were extended to the Human Resources Department and the Employee Activity Committee.

Mayor Discussion

Mayor Renner had not items of discussion.

City Alderman's Discussion

Alderman Fruin mentioned the Turkey Trot on November 24, 2016 and encouraged the community to come out and participate.

Alderman Hauman wanted to say Happy Thanksgiving as she will not be at the next two Council meetings.

Alderman Black stated on November 15, 2016 he would be at the Convergence of Purpose Statue at noon. His intentions are to get a group of elected officials together to show the community they are committed to working together, to overcome their differences. There have been a lot of upset people in the community, due to the Presidential election outcome. Alderman Black wanted to bring people together to show commitment regardless of political differences.

Adjournment

Motion made by Alderman Schmidt, seconded by Alderman Buragas, to adjourn the meeting at 9:06 p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: November 28, 2016

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

RECOMMENDATION/MOTION: that the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$ (Payroll total \$, Accounts Payable total \$, and Electronic Transfers total \$).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by:

Recommended by:

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

David A. Hales, City Manager

Attachment:

- Bills, Payroll, and Electronic Transfers on file in the Clerk's office. Also available at www.cityblm.org.
- Summary Sheet Bills, Payroll, and Electronic Transfers
- *Addendum to be provided on November 23, 2016.*

Motion: that the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$ and orders drawn on the Treasurer for the various amounts as funds are available.



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of approving appointments to the Cultural District Commission.

RECOMMENDATION/MOTION: that Nikita Richards and Scott Koets be appointed to the Cultural District Commission.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

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

Nikita Richards of 202 Packard Street, Bloomington, Illinois 61701, to the Cultural District Commission. She will be replacing Neeraj Joshi whose term expired 4-30-16. Mr. Joshi chose not to reapply for appointment. Ms. Richards' term is effective immediately and will expire 4-30-19. Application is on file in the Administration Office.

Scott Koets of 2001 Fallen Oak Road, Bloomington, Illinois 61704, to the Cultural District Commission. He will be completing the unfilled term previously held by Sherry Galbreath who resigned April 25, 2016, and whose term will expire 4-30-18. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration for approval.

Prepared by:

M. Beth Oakley, Executive Assistant

Recommended by:

A handwritten signature in black ink that reads "Tari Renner".

Tari Renner
Mayor

Attachments:

- Roster

Motion: that Nikita Richards and Scott Koets be appointed to the Cultural District Commission.

Motion: _____ Seconded by: _____

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

Cultural District Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Email	Street	City	Zip	Ward				
x		Ryan	Huette	04/30/18	05/11/15	2015	rvanh@nuway.com	1502 Kickapoo Creek Rd.	Bloomington	61705	8				
x		Angelique	Racki	04/30/17	02/08/16	2016	breakingchains116@gmail.com	322 E Mulberry St	Bloomington	61701	4				
x		Tricia	Stiller	04/30/19	10/24/16	2015	triciastiller@msn.com	305 W Monroe #5	Bloomington	61701	6				
x		Kellie	Williams	04/30/19	11/14/16	2016	kelliedw@gmail.com	2804 Powell Drive	Bloomington	61704	9				
x	resigned	Sherry	Galbreath	04/30/18	04/13/15	2012	sherrygalbreath@bloomington.org	3 Mallard Ct	Bloomington	61704	3				
x	resigned 6/29/16	Matthew	Giordano	04/30/18	04/13/15	2012	mattgiordano@hotmail.com	2 Turtleback Ct	Bloomington	61705	2				
x	resigned	Neeraj	Joshi	04/30/16	10/14/13	2013	neeraj@cityblm.org	1 Ashling Ct	Bloomington	61704	3				
x	final term	Mike	Kerber	04/30/19	04/25/16	2009	mkerber44@gmail.com	1014 Broadway Ave	Normal	61761					
x		Jessielee	Hinshaw	04/30/18	06/08/15	2015	jessielcqb@hotmail.com	1410 Fell Avenue	Bloomington	61701	4				
x		Carole	Ringer	04/30/19		2010	carole.ringer@gmail.com	110 Hawthorne Lake Dr	Bloomington	61704	3				
x	resigned	Karen	Schmidt	04/30/17	05/12/14	2008	karen@cityblm.org	409 E Grove	Bloomington	61701					
x	Chair	Vicki Lynn	Tilton	04/30/18	02/23/15	2012	vltfx@fox-n-hounds.com	200 W Monroe, #501	Bloomington	61701	6				
x	rsgnd 3/9/16	Kiasha	Henry	04/30/18	7/27/2015	2015	kiashahenry@cityblm.org	702 W Mill Street	Bloomington	61701	6				
x		Jamie	Mathy	04/30/17	05/12/14	2014	jamie@jamiemathy.com	611 E Washington	Bloomington	61701	1				
	Staff	Jay	Tetzloff				jtetzloff@cityblm.org								434-2825
	Staff	Tina	Salamone				tsalamone@cityblm.org								434-2764
	Staff	Brandy	Maloney				bmaloney@cityblm.org								434-2785

Details:

Term: 3 years
 Term Limit per City Code: 3 terms/9 years
 Members: 14 members
 Number of members the Mayor appoints: 14
 Type: Internal
 City Code: Chapter 2, Section 81
 Required by State Statute: No
 Intergovernmental Agreements: None
 Funding budgeted from COB for FY2014: None
 Meetings: 2nd Thurs of each month at 7:30 am - Creativity Center Conference Room

Number of Vacancies: 5
 Number of Expired Board Members (Blm Appointments only): 1
 Number of Expired Board Members Eligible for Reappointment: 1

Appointment/Reappointment Notes:

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

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of an application for the Main Street/US 51 Corridor project (Olive Street in Bloomington to College Avenue in Normal) as part of the One Voice advocacy program.

RECOMMENDATION/MOTION: That an application be submitted to the Bloomington-Normal Economic Development Council on behalf of the City of Bloomington to advocate for the Main Street/US 51 Corridor project as part of the One Voice initiative and that the Mayor and City Clerk be authorized to execute the necessary documents.

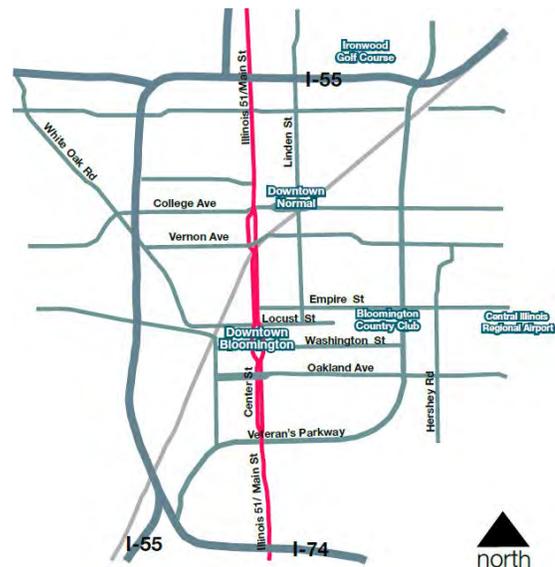
STRATEGIC PLAN LINK: 3. Grow the Local Economy, and 5. Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: 3e. Strong working relationship among the City, businesses, and economic development organizations and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The Illinois Department of Transportation approached local officials in early 2016, including those from Bloomington, seeking support for its TIGER grant application. That grant application was unsuccessful, but City staff recommends applying to the Bloomington-Normal Economic Development Council on behalf of the City of Bloomington to advocate for this work as part of the One Voice initiative.

U.S. Business Route 51 is known as Main Street, Center Street, Kingsley Street and Hovey Avenue at various points through the core of the Twin Cities. The U.S. 51 corridor is central to transportation for Bloomington and Normal.

The project calls for road widening and adding Complete Streets components to U.S. Business 51 from Olive Street in Bloomington to College Avenue in Normal. The intent is to use a communitywide Main Street Corridor study as its initial blueprint. The corridor's improvement will be highly advantageous to Bloomington, Normal, and the region as a whole. The previous Main Street Corridor TIGER grant application can be found at:



Credit: McLean County Regional Planning Commission

<http://www.mcplan.org/egov/apps/document/center.egov?view=item;id=902>

The City believes current residents, future residents, existing businesses and future business, will benefit greatly, and the City believes those benefits extend beyond City boundaries to the economic and transportation benefit of McLean County as a whole.

The Bloomington-Normal Economic Development Council (EDC) annually leads a delegation of community stakeholders to Washington, D.C., to discuss economic needs. Staff asks that the Council support application to the EDC of the Hamilton Road project. If the EDC approves the application, the contingency will advocate for federal funding for the project during the One Voice trip, March 22-24, 2017. The deadline for application is November 30, 2016. It is not known when a final decision will be made on this application.

The project should have a tangible effect as it relates to sewers in Bloomington. It has become City policy that sewers are fixed underneath a street before major resurfacing occurs. Staff intends to investigate sewers along the project area in Bloomington, enact any urgent repairs necessary and consider long-term rehabilitation options such as sewer lining. The cities also will be asked to share cost of new traffic signals. An amount has not yet been determined.

Among other special concerns related to the project:

- North Center Street has been of specific concern to the City, and the City Council in 2014 formally requested that North Center Street resurfacing be placed on IDOT's Multi-Year Program. A 2011 IDOT resurfacing has failed, possibly because of a poor sub base, and the road surface is in poor condition. The TIGER project addresses the issue.
- In the same document, the City requested that IDOT realign westbound U.S. 150/Illinois Route 9 so that U.S. 150/Route 9 merges with U.S. Business Route 51 rather than continuing on West Empire Street and then onto North Lee Street. The City proposal would remove highway designation from a residential area also occupied by an elementary school (Bent Elementary School). The City is aware that IDOT surveyed the street after receiving the request. The City will continue to put forward this request in conjunction with the TIGER project.
- The Bicycle Master Plan adopted by the City Council in 2015 advocates bicycle accommodations to link Downtown to other portions of the community, stretching along the Main Street Corridor to Normal, with linkages to neighborhoods, Emerson Street, the Constitution Trail north of Downtown, etc. The IDOT grant proposal intend to achieve this goal.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City initially contacted stakeholders when applying for a TIGER grant in 2014 and the US DOT FASTLANE grant in 2016. Numerous businesses and public officials support the application. The City contacted stakeholders when IDOT applied for a TIGER grant for the Main St/US 51 Corridor in early 2016. The Town of Normal, numerous businesses, and public officials supported the application.

FINANCIAL IMPACT: While there is no financial impact for the application to the EDC for the One Voice trip, the project itself could cost as much as \$20 million based on the TIGER grant application submitted in early 2016. Staff is recommending the City support an Illinois

Department of Transportation TIGER grant application in the future for the Main Street/US 51 Corridor project. IDOT estimates that the Bloomington share for the Main Street Corridor plan will be \$1,515,412 of the \$23,500,000 total project cost. Bloomington's share would be funded by Motor Fuel Tax revenues in the amount of \$1,515,412. The Normal share will be \$540,836. The state's share is \$7,043,752. The remaining \$14,400,000 could be sought through a federal TIGER grant which would be recommended by staff.

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Public Works Administration

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Main Street US 51 Corridor One Voice Application (will be distributed at or before the meeting)

Motion: That an application be submitted to the Bloomington-Normal Economic Development Council on behalf of the City of Bloomington to advocate for the Main Street/US 51 Corridor project as part of the One Voice initiative and that the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of:

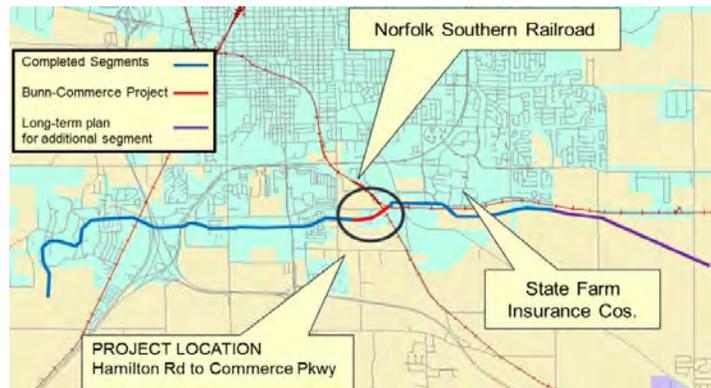
- a) An application of the Hamilton Gap project (Bunn Street to Commerce Parkway) for the One Voice advocacy programs, and
- b) Supporting a request to seek federal funding through US DOT for a FASTLANE grant of \$8.7 million for construction of the Hamilton Road extension, from Bunn Street to Commerce Parkway.

RECOMMENDATION/MOTION: (a) that an application to the Bloomington-Normal Economic Development Council on behalf of the City of Bloomington to advocate for the Hamilton Road project as part of the One Voice initiative be submitted and that the Mayor and City Clerk be authorized to execute the necessary documents, and (b) approving staff to submit a grant application to the US DOT for a FASTLANE transportation grant, and obligating the City to authorize local matching funds of, at minimum, \$5.8 million for the FASTLANE grant and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities. Goal 3. Grow the Local Economy, and Goal 5. Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks. Objective 3e. Strong working relationship among the City, businesses, and economic development organizations. Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: City staff is working with Norfolk Southern Railroad to ensure that the improvement of Hamilton Rd. from Bunn St. to Commerce Pkwy. can continue as planned. The council’s commitment to supporting this project will help staff continue to make progress with the railroad.



City staff recommends applying to the Bloomington-Normal Economic Development Council on behalf of the City of Bloomington to advocate for this work as part of the One Voice initiative. Staff also recommends a resolution to proceed with a grant application to the US DOT for a FASTLANE (“Fostering Advancements in Shipping and Transportation for the Long-term Achievement of National Efficiencies”) grant.

The City has spent more than \$20 million on the south corridor, starting in the 1990s, and is moving forward on the other unimproved gap in the corridor: Fox Creek Road, from Danbury Drive to Beich Road. Because of the cost of the Hamilton Road Connection Project, approximately \$14.5 million, grant funding is desirous. The main elements of the project include:

- Construct approximately 3,000 feet of new four-lane arterial road between Bunn Street and Commerce Parkway.
- Relocate existing Norfolk Southern Railway (NSRR) sidings.
- Close the dangerous intersection of Rhodes Land and U.S. 150 (Morrissey Drive).
- Construct a new at-grade crossing with NSRR.
- Connect a gap in the Constitution Trail.

Project benefits include:

- More efficiently moving commuters, students and goods.
- Opening new areas of the City to infill development.
- Improved safety by removing an intersection near an at grade railroad crossing.
- Reduced traffic on substandard or over capacity roadways.
- Promoting multi-modal transportation from residential and recreational areas to employment centers.

In October 2016, the city held a public meeting to discuss the possibility of closing two at-grade crossings (Western St. and Roosevelt St.) in exchange for a crossing at Hamilton Rd. City staff continues to work with Norfolk Southern on the at-grade crossing, but the City Council must remain committed to the project for Norfolk Southern to invest in the changes necessary to allow an at-grade crossing rather than a bridged crossing.

The City believes current residents, future residents, existing businesses and future business, will benefit greatly, and the City believes those benefits extend beyond City boundaries to the economic and transportation benefit of McLean County as a whole.

The Bloomington-Normal Economic Development Council (EDC) annually leads a delegation of community stakeholders to Washington, D.C., to discuss economic needs. Staff asks that the Council support the application to the EDC for the Hamilton Road project. If the EDC approves the application, the contingency will advocate for federal funding for the project during the One Voice trip, March 22-24, 2017. The deadline for application is November 30, 2016. It is not known when a final decision will be made on this application.

In 2014, the City unsuccessfully sought a TIGER grant, which is administered by the U.S. Department of Transportation. In 2015, staff applied for TIGER and for the US DOT FASTLANE grant program, both with Council permission. All three attempts were unsuccessful. Staff now recommends that the City Council direct staff to proceed with the US DOT FASTLANE grant application for 2017. The deadline for the application is December 15, 2016. It is not known when a final decision will be made on this application or when the funds may be disbursed if approved.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City initially contacted stakeholders when applying for a TIGER grant in 2014 and the US DOT FASTLANE grant in 2016. Numerous businesses and public officials support the application.

FINANCIAL IMPACT: While there is no financial impact for the application to the EDC for the One Voice trip, the project itself could cost as much as \$14.5 million, which would be funded through bonds if grant applications are unsuccessful. FASTLANE is capped at 60 percent federal funding. The projected cost of Hamilton Road extension is \$14.5 million. Therefore, the grant requests would break down as follows: FASTLANE \$8.7 million grant maximum and \$5.8 million in bonds, at minimum. If the City is awarded the grant, the City Council must approve the local match funding.

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Public Works Administration

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Hamilton Gap One Voice Application
- Hamilton Gap FASTLANE Application

Motion: (a) that an application be submitted to the Bloomington-Normal Economic Development Council on behalf of the City of Bloomington to advocate for the Hamilton Road project as part of the One Voice initiative and that the Mayor and City Clerk be authorized to execute the necessary documents, and (b) approving staff to submit a grant application to the US DOT for a FASTLANE transportation grant, and obligating the City to authorize local matching funds of, at minimum, \$5.8 million for the FASTLANE grant and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____



Closing the Hamilton Gap:

Finishing a South Side Transportation Corridor

Prepared November 2016 by the City of Bloomington for the Bloomington-Normal Economic Development Council for possible inclusion in 2017 the One Voice campaign.

Table of Contents

3

Project Summary

4

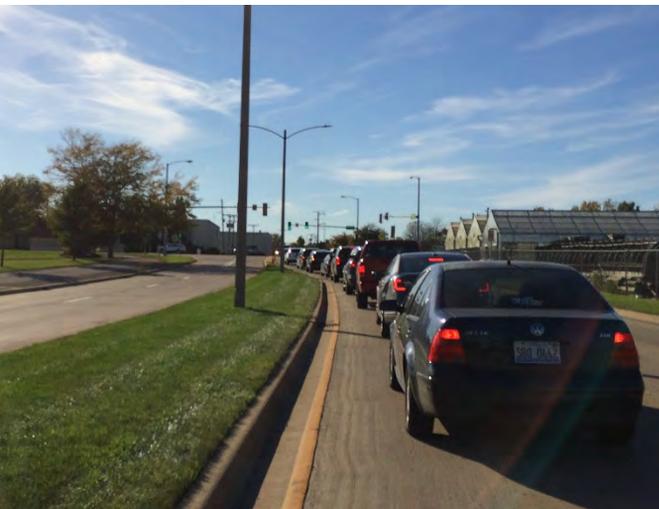
Quality of Life

5

Economic Impact

6

Project Timetable
Corridor Exhibit



Project Summary



The southern portions of Bloomington have faced transportation challenges and, not coincidentally, development challenges. To address the absence of west-east options, the City has spent more than \$28 million to improve Hamilton Road in three phases spanning more than a decade. The fourth phase is envisioned, but it poses a financial obstacle that the City cannot overcome without partnership. This fourth phase is Hamilton Road, from Bunn Street to Commerce Parkway, and it is the subject of this request for inclusion in the 2016 One Voice initiative. It will complete a 7.2-mile upgrade.

Scope

The project spans 3,000 feet and includes:

- Converting a portion of Rhodes Lane from rural and two lanes into a new segment of Hamilton Road with urban standards and four lanes.
- Building a segment of four-lane roadway to tie together two existing sections of Hamilton Road.
- Extending Constitution Trail
- Building an at-grade crossing of the Norfolk Southern railroad
- Relocating three railroad storage/staging areas (“sidings”).
- Closing a dangerous intersection: Morrissey Drive at Rhodes Lane and the Norfolk Southern railroad.

Estimated Cost

\$14.5 million for the preferred option of an at-grade railroad crossing.

Previous Federal Applications

The City of Bloomington sought federal assistance through a TIGER grant in 2014. In 2015, the City decided against applying and instead backed the Connect Transit-McLean County proposal for a Connect Transit station and McLean County Jail expansion.

Quality of Life



Accessibility: Improved transportation is the core motive for this project. The Hamilton Road project will improve travel to and from State Farm's south campus, State Farm Park and numerous small businesses. The project will relieve stress on Veterans Parkway by adding a west-east transportation option and will create multimodal options in south Bloomington. Users and potential users include residents from an array of neighborhoods in southwest, south and southeast Bloomington; Unit 5 parents, bus drivers and employees; McLean County residents; and City and County government employees. Connect Transit is a potential user.

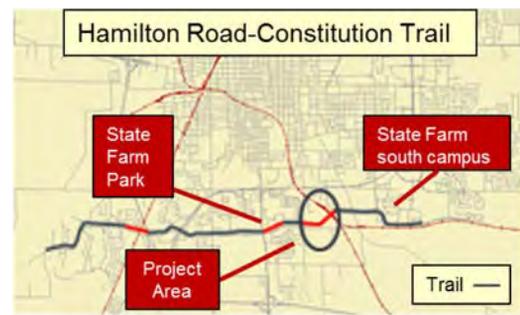
Multimodal dead end: Bicyclists and pedestrians currently have no route across the Hamilton Road Gap, except a narrow rural road with little shoulder and no sidewalk. This gap also means no potential transit bus route exists south of Veterans Parkway to connect east and west Bloomington.



A traffic study estimates that the Hamilton Road project will produce a savings of 165 hours of travel time daily.

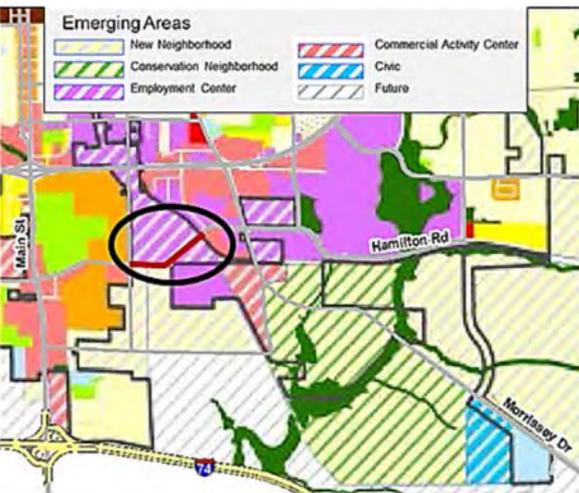
Safety: Due to the Hamilton Road Gap, motorists must detour off Hamilton Road. Many use Rhodes Lane and Morrissey Drive. The Rhodes/Morrissey/Norfolk Southern intersection is among the more dangerous in the city and will be eliminated as part of this project by closing Rhodes Lane near the intersection. A traffic study recorded 5,300 to 6,100 vehicles using Rhodes Lane daily.

Health and recreation: A 3,000-foot segment of pedestrian/bike trail will run parallel to Hamilton Road, filling a void in non-vehicular transportation and recreation options connecting the south side of Bloomington. State Farm Park and the State Farm south campus are two anchors that will become linked by closing this gap in the Constitution Trail.



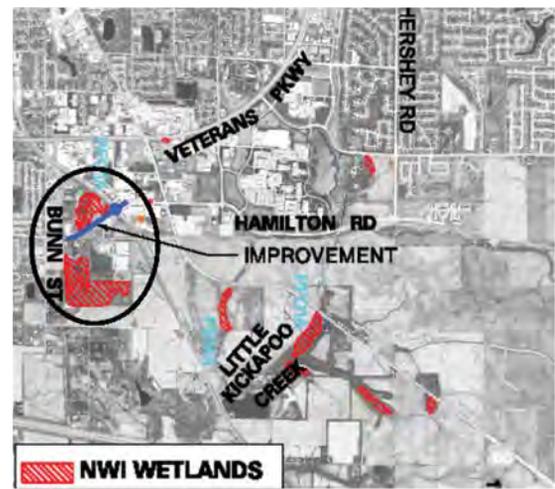
Economic Impact

Preliminary assessment: The city's Economic Development office measured a potential for 235 acres of development north and south of the project as a result of the project. To gauge impact, the City used two existing commercial structures as comparable structures: Alexander Lumber on Hamilton Road and State Farm research and flex buildings on Rhodes Lane. The department calculated that development north and south of the Hamilton Road project area could house 11 to 33 commercial users and produce \$1.5 million to \$2.5 million in annual property tax revenue for all taxing bodies combined.

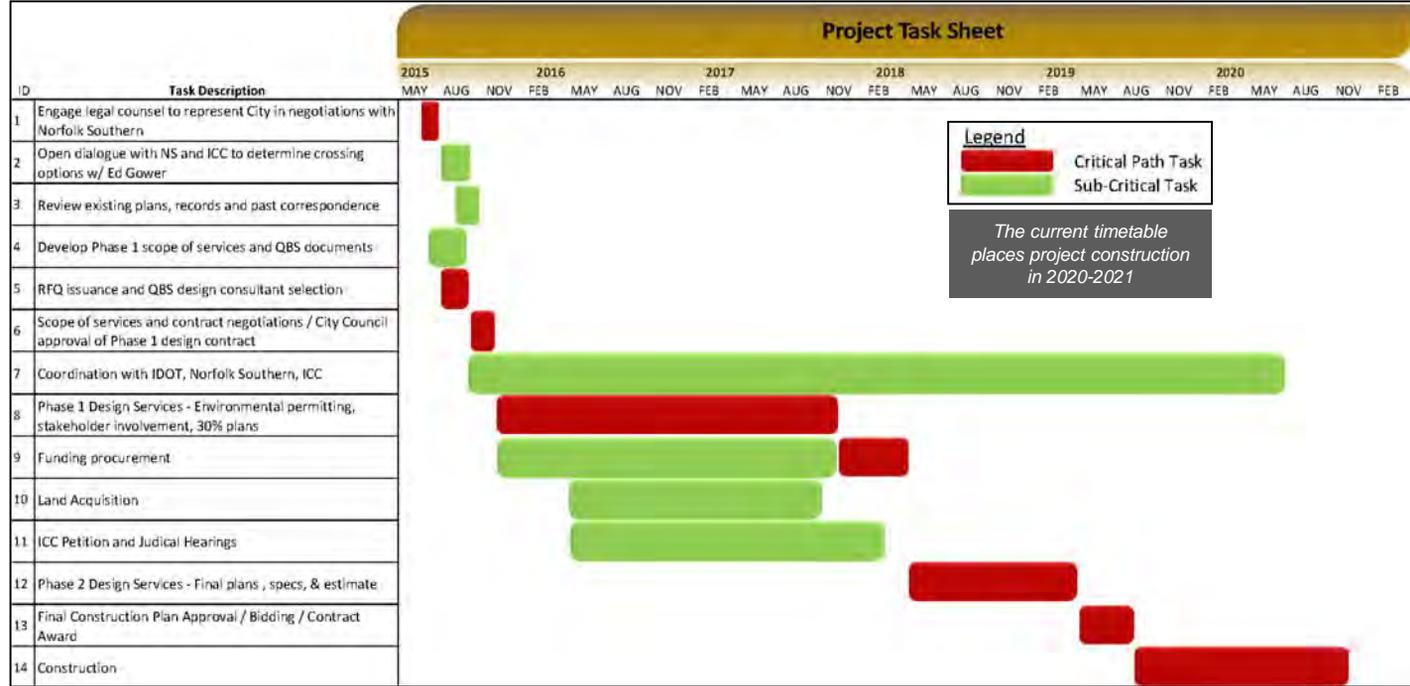


Zoning and land use: Property surrounding the project area is zoned for business, manufacturing and manufactured homes. Areas in tan on the map above are lightly developed and not annexed into Bloomington. The Land Use Map for the Bloomington Comprehensive Plan (approved in 2015) envisions annexations and development of these areas. Proposed uses are "employment centers" with office, industrial or manufacturing uses; commercial activity centers; and new neighborhoods. A portion of the Comprehensive Plan Land Use Map is extracted (left), and the Hamilton Road project has been overlaid onto the map and circled.

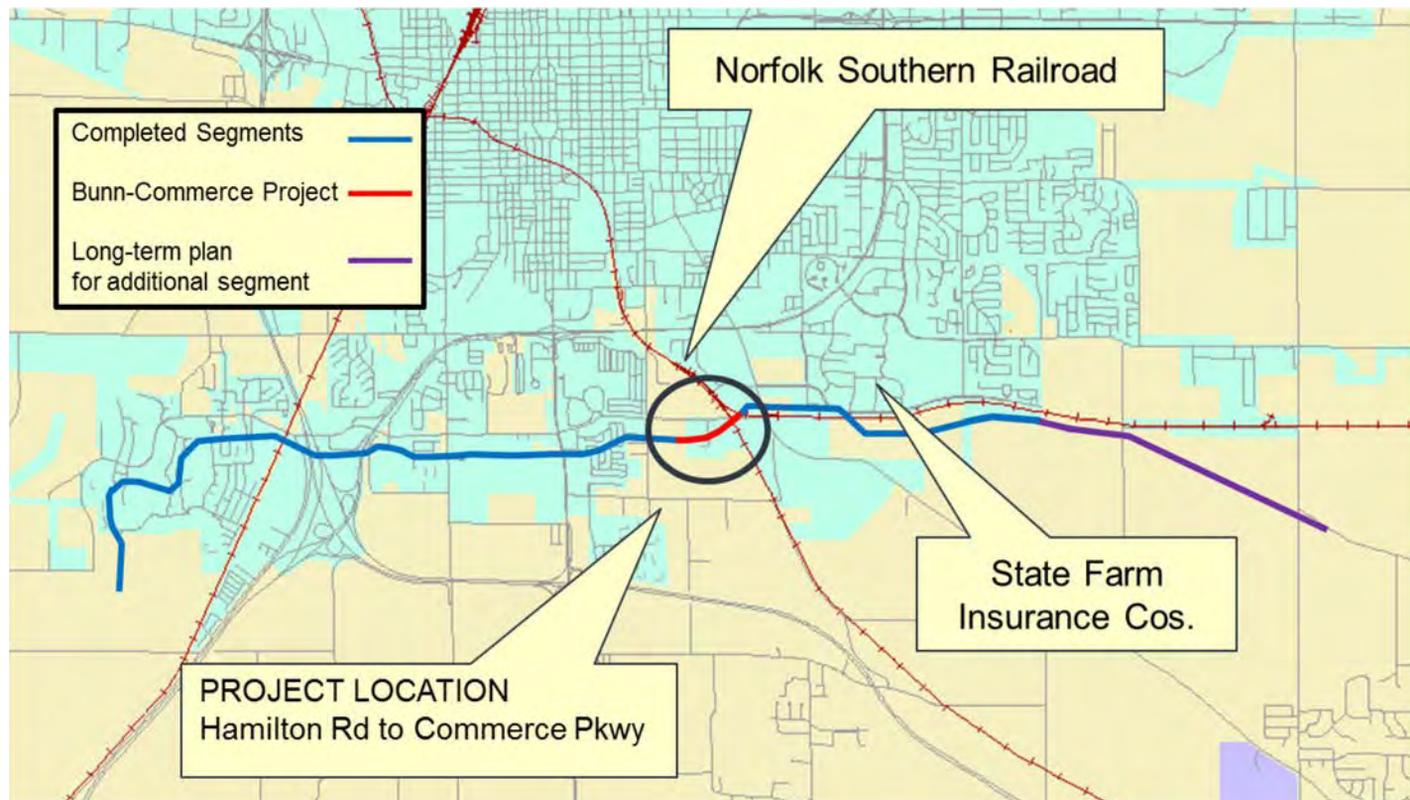
Wetlands study needed: The U.S. Fish & Wildlife Services produces a National Wetlands Inventory (NWI). The map at right extracts a portion of the NWI, and the Hamilton Road project area has been denoted in blue and circled. Designated wetland areas must be investigated in order to develop a resource management plan. The presence of the wetlands could affect the type and nature of development.



Project Timetable



Corridor Exhibit



Bloomington, IL, South Corridor Project

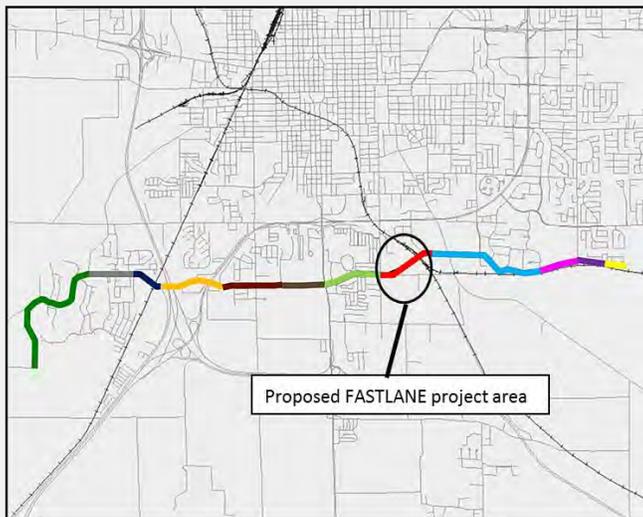
Request for FASTLANE funding

December 15, 2016

Rail Storage Relocation and Arterial Roadway Construction



The Bloomington, IL, South Corridor



Bloomington IL South Corridor in Phases

Future

- Bunn to Commerce-\$14.5 M ,
2019 construction
- Danbury-Beich with RR bridge-\$6.1 M to **\$7.5 M**
2018 construction

Completed phases 2000s

- Fox Creek to Scottsdale
- I-55/75 bridge to Greenwood
- Greenwood to Timberlake
- Timberlake to Main
- Hershey to Brookridge
- Brookridge to 750East

1990s

- Oakland to Danbury
- Main to Bunn
- State Farm south campus
- Kickapoo Bridge to Hershey

Requesting Agency: **City of Bloomington, Illinois**



Requested Amount: **\$8,700,000**

Cover Page

The Bloomington, IL, South Corridor Project			
Previously Incurred Project Cost.	\$28,300,000	Do the project components include an intermodal or freight rail project...?	Yes
Future Eligible Project Cost.	\$22,000,000	How much of the requested NSFHP funds will be spent...?	\$4,500,000
NSFHP Request	\$8,700,000	State in which the project is located.	Illinois
Total Federal Funding (including current request for NSFHP)	\$17,700,000 a. Previously used <u>\$9 M</u> in FAU-STP NSFHP b. <u>\$8.7M</u> requested grant	Small or large project?	Small
Are matching funds restricted to a component?	No	Also submitting a TIGER grant?	No
Is project part of National Highway Freight Network?	No	Urbanized Area for project	Bloomington-Normal
Is the project located on the National Highway System?	Yes Project includes safety improvement on U.S. 150.	Population of Urbanized Area?	133,324 (Census estimate July 1, 2014)
Does it add capacity to Interstate system?	Yes (Veterans Parkway- Business 55)		
Is the project in a national scenic area?	No		
Do project components include a railway-highway grade crossing component or grade separation project?	Yes	Project currently programmed in...	TIP

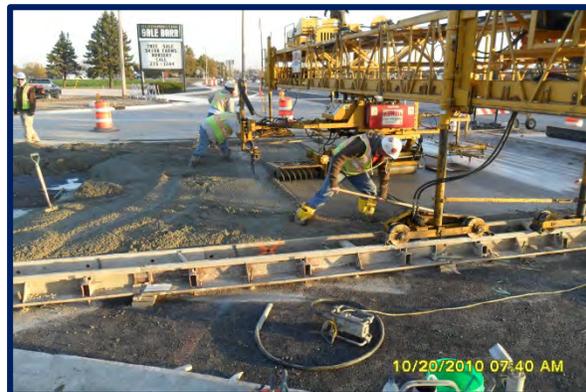
Summary of Changes

This section contains a summary of new or revised information in this repeat application, which was altered from the FY 2016 FASTLANE grant proposal. Changes are also highlighted in yellow throughout the document.

1. Throughout the document, we replaced the phrasing “multimodal sidetrail” with the more correct term “multi-use trail.”
2. On page 3 of the document, we updated the information to more effectively define Phase 11 of the project, which is not the subject of this grant proposal.
3. On page 8 of the document, we altered the information to reflect that a final decision has not been made on the relocation of Norfolk Southern Railroad’s siding location and that the City continues to actively work with NSR to find a permanent solution.
4. On page 9 of the document, we updated the status of a 2016 TIGER grant proposal supported by the Illinois Department of Transportation that was ultimately rejected.
5. On the first and second page of the Cover and on page 15, we updated the dollar amounts, as those have changed since the original FASTLANE proposal submitted in April 2016.
6. On page 21, we added information on two additional public meetings held in October 2016.

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Attachments online – www.cityblm.org/southcorridor

Attachment 1

Bloomington City Council Resolution demonstrating its support and its willingness to provide matching funds.

Attachment 2

Letters of support from community and business leaders for the Hamilton Road project

Attachment 3

Southeast Bloomington Railroad Crossing and Transportation Study, 2011

Attachment 4

Collision report, U.S. 150 at Rhodes Lane

Attachment 5

CAFR financial report

Attachment 6

Preliminary budget

Attachment 7

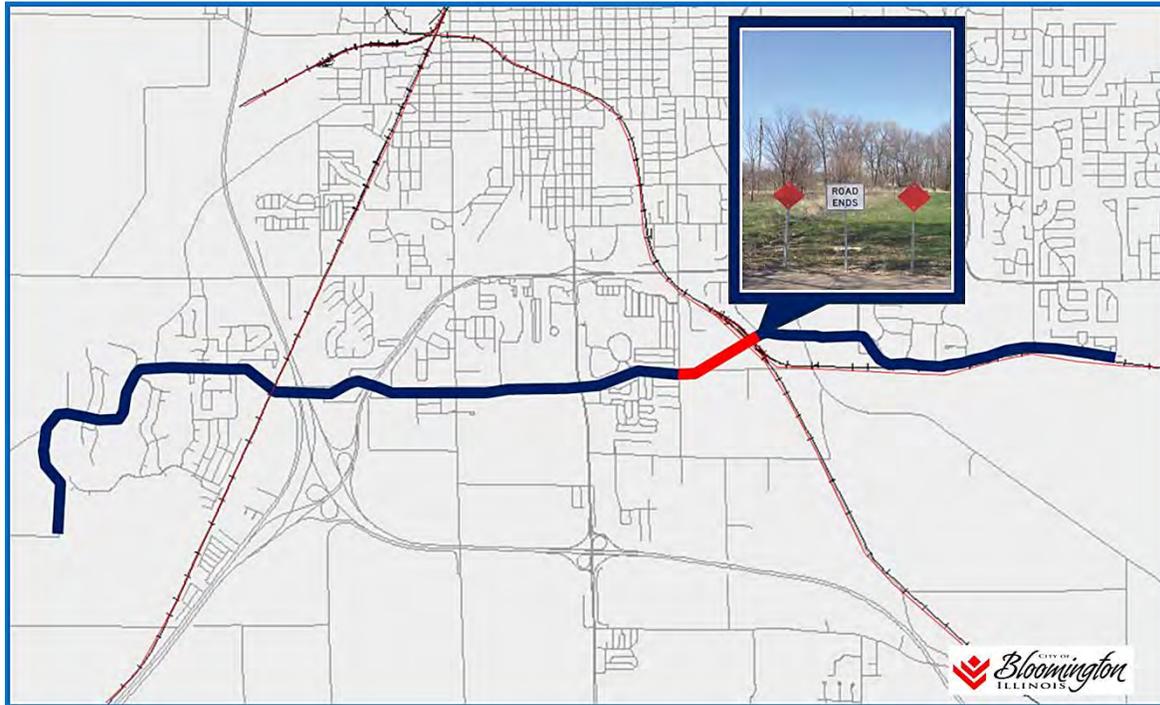
Cost-Benefit Analysis

Attachment 8

Contract for services, Hanson Professional Services



Figure 1: Grant project area



**Bloomington, Illinois, South Corridor Project Phase 12
Hamilton Road Connection Project, Bunn Street to Commerce Parkway**

Narrative

Project Executive Summary

Three decades in the making, the South Corridor in the City of Bloomington comprises 7.2 miles of four-lane roadway constructed to urban standards, plus a multi-use trail. It has been built in phases primarily with the city’s share of Illinois Motor Fuel Tax, but also with locally generated money and Federal Aid Urban STP funds distributed through the area Transportation Improvement Program (TIP) oversight group.

Corridor construction will exceed \$45 million. Two of twelve phases remain unfinished.

- **Phase 11**, on the southwest side, is scheduled for 2018 construction (Fox Creek bridge reconstruction and Fox Creek Road, from Danbury to Beich). Partial funding comes from the Illinois Commerce Commission Grade Crossing Protection Fund.
- **The other remaining phase, Phase 12, is the subject of this grant request: The Hamilton Road Connection Project, Bunn Street to Commerce Parkway, which can be readied for 2019 construction if the grant request is accepted.**

Continued expansion: The South Corridor likely will continue to expand, gradually, to the east by 1.6 miles, to the Towanda-Barnes Road – probably as an arterial to serve new residential development. However, the key corridor elements are those bulleted above, as they are the impediments to a continuous, four-lane arterial roadway. And only one of the two key pieces currently is in need of funding: Bunn to Commerce.

Hamilton Road, Bunn to Commerce, will be a 3,000-foot roadway to connect east and west expanses of the South Corridor. While much of the Corridor was created by widening existing roadway, most of the Bunn-Commerce Phase traverses through undeveloped land, which adds to expenses but also opens land to development. The estimated cost is \$14.5 million, of which the City requests \$8.7 million (60 percent) in FASTLANE grant funding.

Following are elements of the Hamilton Road Connection Project, Bunn Street to Commerce Parkway.

- An at-grade railroad crossing will be constructed at an intersection with Norfolk Southern Railway (NSR) tracks.
- Three railroad sidings will be removed from the project site. As compensation, the NSR’s “Good Yard” site on the northwest edge of Bloomington’s twin city of Normal will be expanded and improved. The Good Yard is adjacent to a modern manufacturing facility that housed Mitsubishi Motors until December 2015, when the car plant closed.
- The City will close two at-grade crossings elsewhere in the City as part of the agreement with Norfolk Southern to build a Hamilton Road at-grade crossing.
- The City will close Rhodes Lane near its current intersection with U.S. 150 immediately south of Hamilton Road. The U.S. 150/Rhodes/NSR intersection is among the more dangerous in Bloomington. Once the Hamilton Road Bunn-to-Commerce Connection is built, Rhodes will no longer be needed to convey traffic to U.S. 150. Rhodes will end in a cul-de-sac.
- The NSR crossing at U.S. 150 currently is un-gated because of its proximity to Rhodes Lane. The crossing should be improved and gated. The City does not plan to enact these repairs/improvements, but closure of Rhodes Lane at the intersection will make the improvements feasible.
- The City will construct a multi-use trail along Hamilton Road within the project area. This will complete 7.2 miles of trail parallel to the Corridor roadway.

Project advantages will include:

- o Safer, easier roadway travel, especially at the U.S. 150/Rhodes Lane/NSR confluence.
- o Reduced traffic load on the Interstate 55 Business route (Veterans Parkway).
- o Improved freight capabilities in Bloomington-Normal because of the improved NSR Yard in north Normal.

- o Improved marketability of the now-vacant Mitsubishi Motors plant because of the improved NSR Yard in north Normal.
- o More health and recreational opportunities. The Fox Creek Road-Hamilton Road **multi-use trail** will become continuous. Destinations include State Farm Park, on Hamilton Road at Business 51, and State Farm’s Corporate South and Illinois Regional Facilities.
- o The opening of land to commercial, residential, and light industrial development on private land adjacent to the project area.

Grant Application Eligibility

The applicant is the incorporated City of Bloomington, IL, located in Central Illinois approximately half way between Chicago and St. Louis. Bloomington and its twin city of Normal comprise a Census-defined Urbanized Area of 133,324 (Census estimate July 1, 2014). The project is eligible for NSFHP because of its scope. The total Corridor project construction costs near \$50 million, not including associated infrastructure such as sewers. This 12th phase, Hamilton Road from Bunn to Commerce, for which grant funding is sought, will cost approximately \$14.5 million. The City seeks a grant of \$8.7 million (60 percent of \$14.5 million). The City Council is prepared to meet the matching dollar requirement, as it expressed on April 11, 2016, through a resolution supporting the project, the grant request and the matching funds. The resolution is **Attachment 1. (All attachments are filed online at www.cityblm.org/southcorridor)**

FASTLANE grant eligibility also is met because of reduction of traffic and improvement in safety along Business 55 and U.S. 150, which are both part of the national highway system. There also is an at-grade crossing involved in the plan, meeting another eligibility criterion.

Finally, the project meets the “Merit Criteria” outlined in the US DOT NOFO. It will improve efficiency and reliability of surface transportation, improve movement of goods and people, reduce highway congestion, improve safety, and improve the environment through reduced travel times and increased multimodal opportunities.

Project Description

The City of Bloomington will use FASTLANE funding, combined with local funding mechanisms, to cross the Norfolk Southern Railroad and connect 7.2 miles of four-lane, east/west arterial roadway on the south side of city. Historically, the Norfolk Southern Railway right-of-way has been a barrier to completing the connection because of an existing storage facility at the crossing location. With the relocation of the NSR storage facility and construction of this missing section of Hamilton Road, east/west mobility will be increased by providing better route continuity between residential areas, parks, schools, State Farm campuses, and other places of business along Commerce Drive. Multimodal transportation will be improved by constructing a branch of Constitution Trail. The proposed branch of Constitution Trail connects sections of the trail system that follow previously improved sections of Hamilton Road,

including portions that meander through the State Farm South Campus and pass by park facilities. The South Corridor Project also would make an east-west city bus route in south Bloomington more viable. Upon completion of the project, the City will ask the bus provider, Connect Transit, to consider a west-east bus route along Hamilton Road. Building the 3,000 feet of arterial street and crossing the Norfolk Southern Railroad also will promote sustainable infill development, reduce traffic volumes on nearby congested streets that would otherwise require widening, and allow for the closure of the intersection of Rhodes Lane and Morrissey Drive (U.S. 150) near the un-gated, at-grade NSR crossing on Morrissey Drive (U.S. 150).

History and community support

In 1963, the Bloomington City Council approved a foundational transportation plan commissioned by federal and state agencies. The so-called Bartholomew plan predated construction of Interstate 55 along the west side of Bloomington-Normal. The plan correctly predicted Bloomington-Normal expansion and, among other things, asserted a need for a South Corridor in Bloomington. Thus, the South Corridor’s creation became City policy in 1963.

It wasn’t until the 1990s, however, that the Corridor began taking shape. Helping to motivate this action were residential developments on the southwest side and commercial growth on the southeast side. The Twin Cities’

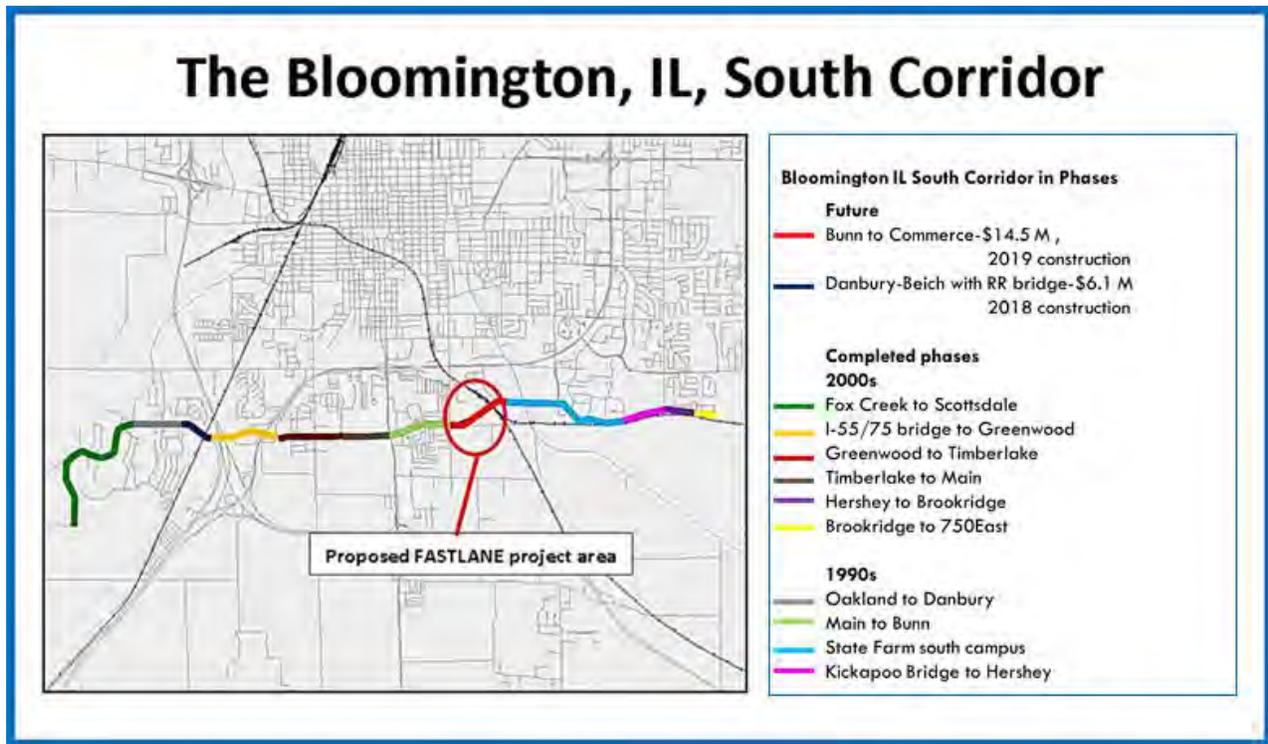


Hamilton Road approaching State Farm South Campus

largest employer, State Farm Insurance Cos., anchored the southeast growth in the 1990s with creation of a south campus, which houses Corporate South and State Farm’s Illinois Center.

Guiding the Corridor’s phased construction were the transportation planners – in Bloomington government, but also in the multi-agency TIP, which helped fund three phases of the project with Federal Aid Urban dollars. Additionally, the State of Illinois has been a key actor. Most recently, Illinois helped fund a bridge replacement in Phase 11, on the southwest side, through the Illinois Commerce Commission’s Grade Crossing Protection Fund.

For Phase 12, the Hamilton Road Connection Project, Bunn Street to Commerce Parkway, a host of political and business leaders have lent support. The City of Bloomington unsuccessfully sought a TIGER grant for the project in 2014. Letters of support for that grant are attached to this grant application. (**Attachment 2**) In winter 2016, a contingency of local leaders, headed by the Bloomington-Normal Economic Development Council, traveled to Washington, D.C. for an annual trip called OneVoice. They highlighted the Bunn-to-Commerce project as one of three projects of local emphasis. A map and a cost breakdown for the twelve phases of the Bloomington, IL, South Corridor Project are provided on the next page.



Location	Construction Cost	FAU portion
Fox Creek, to Scottsdale	\$2,100,000	
Fox Creek, Oakland to Danbury	\$1,000,000	
Fox Creek-Hamilton, I-55 bridge to Greenwood	\$9,500,000	\$3,500,000
Hamilton, Greenwood to Timberlake	\$3,800,000	\$2,400,000
Hamilton, Timberlake to Main	\$4,200,000	\$3,100,000
Hamilton, Main to Bunn	\$600,000	
Hamilton, State Farm south campus	\$4,400,000	
Hamilton, Kickapoo bridge to Hershey	\$1,600,000	
Hamilton, Hershey to Brookridge	\$600,000	
Hamilton, Brookridge to 750 East	\$500,000	
Total Construction to Date	\$28,300,000	\$9,000,000
Remaining phases		
Fox Creek, Beich to Danbury (funded)	\$6,100,000	
Hamilton, Bunn to Commerce (subject of FASTLANE grant application)	\$14,500,000	Portion sought-FASTLANE \$8,700,000
Bloomington, IL, South Corridor TOTAL		
	\$48,900,000	

Project Elements and Benefits

The preliminary cost estimate for the Hamilton Road Connection Project, Bunn Street to Commerce Parkway (South Corridor, Phase 12), is \$14.5 million. The City requests \$8.7 million through Fast Act funding. This section of the application will describe the various elements and project benefits that were presented in the Executive Summary as bulleted items. The roadway itself will be 3,000 feet long, four lanes, built to urban street standards, and with an accompanying **multi-use trail**.

- **Railroad at-grade crossing, accompanied by improvement of the Good Yard in north Normal and closure of two at-grade crossings elsewhere in Bloomington**

The City is engaged in ongoing negotiations with Norfolk Southern Railways, with the assistance of City-funded specialized legal counsel and our project engineer, Hanson Professional Services, Springfield, IL. At this time, NSR has verbally approved of plans for an at-grade crossing in the project area. During negotiations, NSR expressed a desire for Bloomington to close two other crossings in Bloomington as part of an agreement. Bloomington is willing to do so. NSR has two tracks and three sidings in the project area. NSR wants the City to pay to

“move” the sidings/storage area elsewhere. Bloomington wants the sidings relocated, as their removal from the project area will reduce complications and improve safety. Bloomington **could** improve the NSR Good Yard site in north Normal to fulfill NSR’s request. The City believes the improvements will make the north Normal site, and the former Mitsubishi Motors car plant next to it, more attractive for regional economic development and regional distribution of goods. **However, the City is still working with NSR to determine a permanent location by asking for NSR to submit proposals that will best suit the company’s freight needs.**

Hanson Professional Services estimates, preliminarily, that this siding relocation and Good Yard improvement will cost \$4.5 million.

Figure 3: **Potential** NSR siding relocation

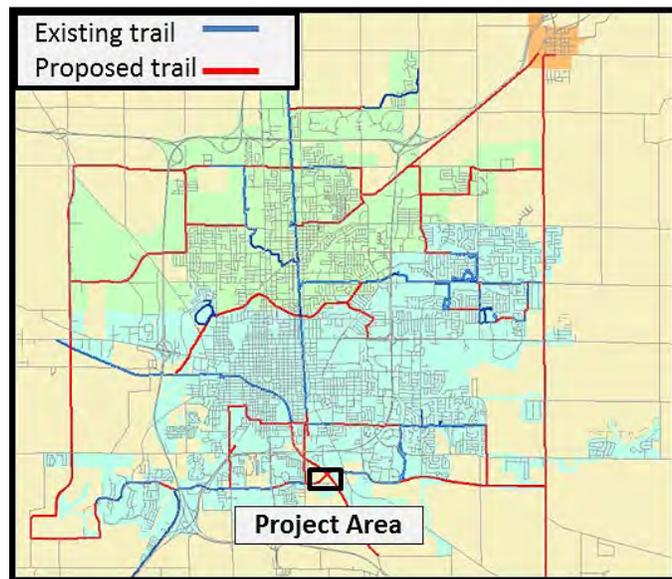


Road project, Rhodes Lane will end in a cul-de-sac west of U.S. 150. The NSR crossing should then be improved. The proximity of the Rhodes intersection currently makes construction of gates unavailable. Gates should be erected upon completion of the Hamilton Road Connection and the Rhodes Lane cul-de-sac. Bloomington anticipates that NSR will fund and oversee this improvement.

- **Multi-use trail construction along the Hamilton Road Connection Project, Bunn Street to Commerce Parkway, will expand multimodal transportation, plus health and recreational opportunities:**

The South Corridor Project has emphasized a multimodal option throughout its phased development. However, the missing connection, Bunn Street to Commerce Parkway, creates multimodal dead ends on either side of Hamilton Road. Closing this gap in the trail will enable employees to ride to work to State Farm and elsewhere. It also will connect State Farm Park, located along Hamilton Road and Business 51, to the city’s east side. (In a phase of the project unrelated to the grant request, Phase 11, a multi-use trail will be constructed with a new bridge in southwest Bloomington.)

Figure 6: Bloomington-Normal trails



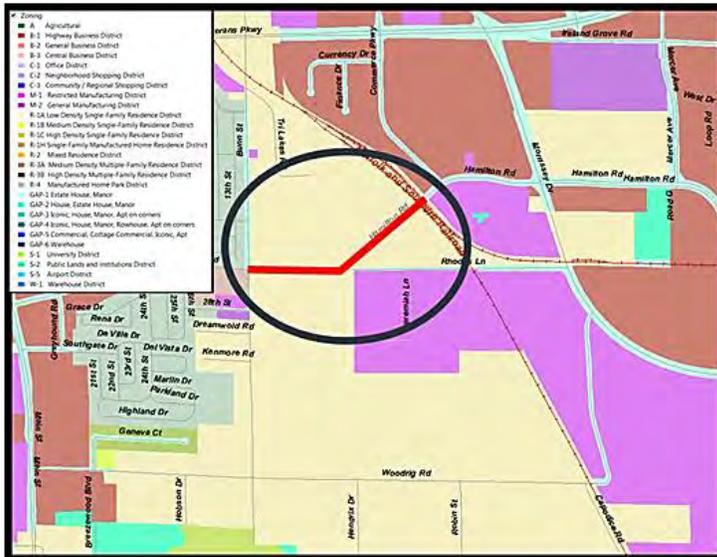
Bloomington-Normal is notable as a cycling community. In 1987, the municipal governments of the two communities jointly dedicated the Constitution Trail. Started largely along abandoned railroad right-of-way, the trail now stretches more than 37 miles. Three bicycle sales businesses operate in the Twin Cities; three cycling groups promote activities and advocate for cycling opportunities and multimodal improvements; and the city governments have adopted compatible bicycle master plans. The Illinois Department of Transportation, with the support of Bloomington and Normal municipal governments, prepared a TIGER 2016 grant that includes bicycle lanes along the Main Street Corridor (Business 51), but that grant proposal was rejected. However, the groups remain hopeful that a TIGER 2017 grant proposal for the same area will be approved.

- **The project will open land to residential, commercial and light industrial development.**

The graphics on the following page outline development potential in and near the project area. A City of Bloomington analysis estimated potential generation of \$2.5 million in annual additional tax revenue. The Cost-Benefit Ratio is 1.18. A cost-benefit overview is explained later in the application.

Figure 7: Associated development

Development and the South Corridor



Present Day

The tan areas are unincorporated. The City's plan is to annex these areas and promote infill development.

Land currently within City limits is zoned for manufacturing, commercial and residential uses. The gray area left of the proposed Hamilton Road extension is zoned for manufactured homes and is the site of mobile home parks.

Future Development and the 2015 Comprehensive Plan Land Use Map

The Bloomington Comprehensive Plan, approved in 2015, emphasizes creative approaches to new development and multi-modal transportation. The map segment at right was extracted from the document's official Land Use Map. The proposed road extension was overlaid onto the map and circled.



establish the Republican Party here as the nation descended into Civil War. His Democratic rival, Stephen A. Douglas, also practiced law at the McLean County Courthouse.

Bloomington-Normal is proud of its deep roots in Illinois and U.S. history but also forward-looking in its approach to sustainability, infrastructure, and development of the economy to face modern challenges. High value is placed on education. Bloomington-Normal is home to two universities, Illinois State University and Illinois Wesleyan University, plus Heartland Community College.

Project Parties

Prospective Grant recipient: The City of Bloomington, IL, population 78,730, is in the Bloomington-Normal Urbanized Area (population 133,324).

Norfolk Southern Railway, a subsidiary of Norfolk Southern Corp.: NSR operates 20,000 route miles in 22 states and the District of Columbia. The parent corporation reports 2015 operating revenue of \$10.5 billion and assets of \$34.3 billion in assets. Predecessor companies that became NSR have a history in Bloomington dating to the mid-19th Century.

Illinois Department of Transportation (IDOT): While not officially party to this project, IDOT is a source of local expertise. The proposed improvements will impact IDOT as traffic volumes and access on their state-operated routes will be improved.

McLean County Regional Planning Commission (MCRCP): Since 1967, MCRPC has provided regional planning services to McLean County. These services include regional projects such as metropolitan transportation planning services provided in cooperation with McLean County, the City of Bloomington, and the Town of Normal, and projects which promote responsible land use management and protection of the environmental assets. MCRPC will assist with a number of the planning activities for the South Corridor Phase 12. The agency oversaw production of Bloomington's Comprehensive Plan, adopted in 2015, which includes land use planning in the project area shown in Figure 7.

The project involves numerous private entity stakeholders. The City of Bloomington has already engaged the following stakeholders in planning and prioritizing projects in the southeast portion of Bloomington. Coordination with these and other stakeholders will continue.

- State Farm Insurance
- Snyder Companies
- McLean County Unit 5 School District

The Transportation Improvement Program (TIP): The area's Transportation Improvement Program is prepared by the McLean County Regional Planning Commission in cooperation with the following organizations, which have been a party to the South Corridor planning and funding strategy throughout the new century.

- Federal Highway Administration (FHWA)
- Federal Transit Administration (FTA)
- State of Illinois Department of Transportation (IDOT)
- Connect Transit (CT)
- Bloomington-Normal Airport Authority (CIRA)
- City of Bloomington
- Town of Normal
- McLean County government

Grant Funds, Sources and Uses of Project Funds

Bloomington is a home rule community with a city manager form of government with an aldermanic ward system and a budget of \$207 million for the 2016-2017 Fiscal Year. The vote to support the FASTLANE program on April 11, 2016, was 8-0 with one member absent. It contained a commitment to fund the matching portion of a FASTLANE grant. (**Attachment 1**)

Fitch and Moody's rate the City's credit at AA+ and Aa2, respectively, with stable outlooks. In February 2016, the City of Bloomington was awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association (GFOA) for its comprehensive annual financial report (CAFR). The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals. The CAFR report is available online as **Attachment 5**.

Bloomington funds its street, bridge, and sidewalk projects through General Revenue, sales tax, a local motor fuel tax, and the Bloomington share of Illinois Motor Fuel Tax. It also seeks additional sources, such as Federal Aid Urban dollars, which the TIP planning group divides among various entities, and grants such as FASTLANE. The City Council has showed commitment to infrastructure and a willingness to issue bonds to fund major projects that cannot be practicably funded on a pay-as-you-go basis. The City's annual resurfacing budget, to maintain 869 lane miles of roadway, is about \$4.2 million, which includes installation of ADA-compliant sidewalk ramps. The City extends life span of road surfaces through high-quality permanent patching by Bloomington Public Works employees and through use of pavement preservation applications, notably Reclamite. Additionally, it has begun using Stone Matrix Asphalt overlays on arterial roads to improve surface durability. The City's approach to infrastructure programming is systematic. Bloomington Public Works rates all City streets using the Pavement Surface Evaluation and Rating criteria developed in Wisconsin. Bloomington has rated all sidewalks, by individual parcel, under a similar system created by Bloomington Public Works.

The City has managed numerous grants in the past and has been entrusted with Federal Aid Urban money. Recent FAU projects are charted below:

Project	Program Year	Total Cost	Federal Share
Hamilton Road-Cabintown to Greenwood	2003	\$9,541,000	\$3,529,200
Fell Avenue Bridge Replacement	2005	\$1,438,000	\$501,000
Main Street Beautification -Front to Washington	2006	\$205,000	\$161,000
Ireland Grove Road Resurfacing-Veterans to Little Kickapoo Creek bridge	2009	\$570,000	\$470,000
College Avenue & Hershey Road Traffic Signals	2009	\$173,000	\$150,000
Hamilton Road-Greenwood to Timberlake	2010	\$3,757,000	\$2,386,000
Hamilton Road-Timberlake to Main	2013	\$4,189,000	\$3,019,000

Future Eligible Cost

Future eligible cost for the Bloomington South Corridor is \$22 million. This includes \$7.5 million for Phase 11 in southwest Bloomington and \$14.5 million for Phase 12. The applicant only seeks grant funds for Phase 12.

Availability and commitment of all committed and expected funding sources are charted below.

City of Bloomington	State (ICC) grant	Federal FAST	Total
\$8.8 million	\$4.5 million	\$8.7 million	\$22 million

Federal funds already provided

Of the FAU projects charted above, the following were part of the South Corridor Project:

- Hamilton Road, Cabintown to Greenwood, \$3.5 million.
- Hamilton Road, Greenwood to Timberlake, \$2.4 million.
- Hamilton road, Timberlake to Main, \$3 million.

Detailed budget

The City of Bloomington and Hanson Professional Services produced a preliminary budget. It is contained in a chart on the next page. Uses of FAST money are wide-ranging and are allowed for nearly all upcoming project tasks.

Bloomington, IL, South Corridor Project – Request for FASTLANE Funding

BLOOMINGTON GRADE CROSSINGS - HAMILTON ROAD EXTENSION FROM BUNN TO COMMERCE WITH AT GRADE RR CROSSING					
Item No.	Description	Quantity	Units	Unit Price	SUBTOTAL Amount
1	Cast in Place Concrete	0	CY	\$ 900.00	\$ -
2	Reinforcing Steel	0	LBS	\$ 2.50	\$ -
3	Furnish and Erect Structural Steel	0	LBS	\$ 2.50	\$ -
4	Furnish and Drive H-Pile (HP12x53)	0	LF	\$ 65.00	\$ -
5	Bridge Approach Pavement	0	SY	\$ 300.00	\$ -
6	Embankment	27,700	CY	\$ 25.00	\$ 692,500
7	MSE Wall	0	SF	\$ 75.00	\$ -
8	Roadway Pavement	23000	SY	\$ 92.00	\$ 2,116,000
9	Bike Trail Pavement	3801	SY	\$ 26.00	\$ 98,829
10	Sidewalk	13415	SF	\$ 10.00	\$ 134,150
11	Aggregate Shoulders, 2"-4"	835	SY	\$ 14.00	\$ 11,690
12	Curb and Gutter	8796	LF	\$ 30.00	\$ 263,880
13	Inlets	35	Each	\$ 1,200.00	\$ 42,000
14	Manholes	17	Each	\$ 5,000.00	\$ 85,000
15	Storm Sewer, 12"-15"	800	LF	\$ 70.00	\$ 56,000
16	Storm Sewer, 16"-24"	500	LF	\$ 90.00	\$ 45,000
17	Storm Sewer, 36"	2200	LF	\$ 110.00	\$ 242,000
18	Storm Sewer, 48"	550	LF	\$ 140.00	\$ 77,000
19	Storm Sewer, 60" Elliptical	200	LF	\$ 200.00	\$ 40,000
20	Traffic Signals	2	Each	\$ 125,000.00	\$ 250,000
21	Utility Relocations	1	LSUM	\$ 500,000.00	\$ 500,000
22	Box Culvert	1	LSUM	\$ 81,250.00	\$ 81,250
23	Land Acquisition	12	Acre	\$ 67,500.00	\$ 810,000
24	Business Acquisition and Relocation	1	LSUM	\$ -	\$ -
25	Environmental Assessment/Remediation	1000	CY	\$ 116.00	\$ 116,000
26	Wetland Impacts	2	Acre	\$ 27,500.00	\$ 55,000
27	Railroad Crossing	1	LSUM	\$ 200,000.00	\$ 200,000
28	Railroad Relocation	1	LSUM	\$ 4,500,000.00	\$ 4,500,000
29	Water Main	1	LSUM	\$ 250,000.00	\$ 250,000
Subtotal					\$ 10,666,299
25% Contingency					\$ 2,666,574.72
Construction Total					\$ 13,332,874
Engineering Total (5%)					\$ 666,644
RR Relocation Engineering					\$ 500,000
Total					\$ 14,500,000

For more budget details, see **Attachment 6**, www.cityblm.org/southcorridor

Cost Effectiveness

Construction of the Hamilton Road connection has an initial cost estimate of \$14.5 million. The benefits consist of increasing property values for 235 acres and reducing:

- Travel time
- Emissions
- Fuel
- Vehicle crashes

Benefit values used were the delta between the no-build and the build scenarios.

A present value cost analysis used USDOT procedures and analysis inputs (OMB Circular No. A-94; EPA Publication EPA 420; USDOT Guideline: Treatment of the Value of Preventing Fatalities and Injuries in Preparing Economic Analysis; USDOT Memorandum: Valuation of Travel Time in Economic Analysis; USDOT Memorandum: Treatment of Value of Life and Injuries in Preparing Economic Evaluations). The analysis was prepared for a 20-year roadway project life and 50-year project life for the NS storage facility. Annual costs including crossing maintenance costs were considered for each year of the anticipated project life. These include:

- Roadway rehabilitation
- Crossing rehabilitation
- Storage facility rehabilitation

These annual costs were escalated to account for anticipated increases because of rail, vehicle, and pedestrian traffic growth. The present value of these annual costs was computed using an inflation rate of 2 percent and a discount rate of 7 percent.

The Hamilton Road Extension Project benefit-cost ratio is projected to be 1.18, showing that the benefits of the project outweigh the costs. The following methods and assumptions were used:

- The discount rate was assumed to be 7%.
- Vehicle traffic and inflation were assumed to be 2% per year.
- The life-cycle of Hamilton Road was assumed to be 20 years.
- The life-cycle for the NS storage facility was assumed to be 50 years.
- The TDM shows a reduction of 9,990 minutes of travel time per day throughout the city compared to the 2035 no-build scenario.
- The average hourly cost for car traffic was assumed to be \$15/hour.
- Car traffic was assumed to be 95% of total traffic in the network.
- The average hourly cost for truck traffic was assumed to be \$50/hour.
- Truck traffic was assumed to be 5% of total traffic in the network.
- Reductions in crashes were determined using
 - crash modification factors for wider travel lanes,
 - constructing curb and gutter,

- installing a traffic signal at Bunn and Hamilton,
 - installing gates, lights, and barrier median at the new Hamilton Road Crossing, and
 - changes of traffic patterns associated with the closure of the Rhodes Lane and Morrissey Drive intersection.
- Reductions in VOC Emissions were calculated using 0.05 lb/hr travel time savings with a unit cost of \$1,813/ton.
 - Reductions in NOx Emissions were calculated using 0.01 lb/hr travel time savings with a unit cost of \$7,147/ton.
 - Reductions in fuel were calculated using 0.025 gallons/ hr travel time savings with a unit cost of \$3/gal.
 - Property tax increase was based on calculations provided by the City of Bloomington Office of Economic Development. The annual average used for the calculation assumes at opening day no development will occur and by year 5 the full benefit will be realized. This results in an annual average increase in property taxes of \$3,532,023.

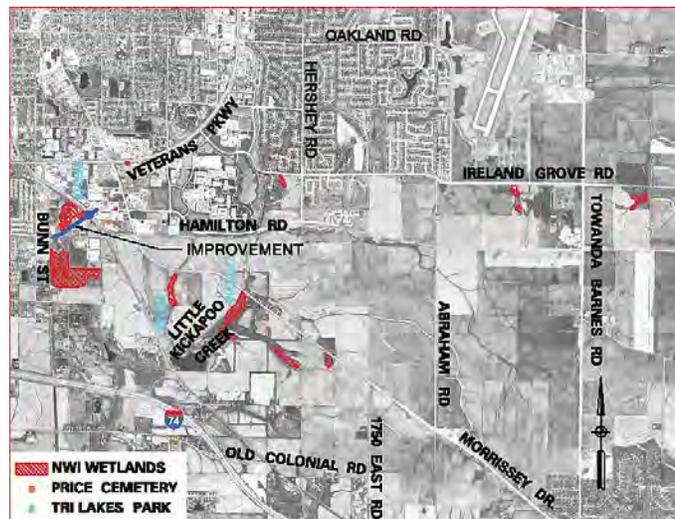
The benefits-cost analysis is provided as **Attachment 7**.

Project Readiness and NEPA Process

Technical Feasibility

The City of Bloomington has expended significant funds to verify that the construction is not only feasible, but that it will deliver the intended positive impacts to the community. The 2011 Southeast Bloomington Railroad Crossing and Transportation Study (**Attachment 3**) reviewed the key items to construction feasibility. Those items included environmental impacts, impacts to existing and future traffic, and impacts to safety. All of the items studied verified that the project can be constructed with limited obstacles and the proposed improvements will deliver positive impacts to the community.

Figure 8: Environmental map



A preliminary environmental inventory was conducted for the proposed improvements. A site visit, research of databases, and research of available aerial mapping were completed to determine possible environmental impacts that could inhibit or delay construction. Considerations were given to impacts associated with:

- Agricultural Land
- Parks and Recreation Areas
- Surface Water Resources
- Wetlands
- Cultural Resources
- Special Waste
- Threatened and Endangered Species/Natural Resources

The analysis determined that the proposed street alignment may cause minor National Wetland Inventory (NWI) mapped wetland impacts, commercial relocations, and some traffic disturbance. Follow-up environmental study is part of the preliminary design contract awarded to Hanson Professional Services. All necessary permits will be obtained, and state and federal law will be followed.

Assessment of Project Risks and Mitigation Strategies

As with any project, there are potential delays and strategies to mitigate. For wetland issues, for example, clear choices will be apparent only after requisite studies, and response to issues must comply with state and federal requirements. A shortage in funding or a grant award lower than hoped may cause the City to issue bond debt at levels it hopes to avoid. Upcoming right-of-way acquisition could cause delay if a property owner is unwilling to settle at what the City, backed by property appraisal, considers a reasonable price. The City may resort to eminent domain. Snags in negotiations with NSR also could create delays. While the City has a fully functioning Engineering Division within its Public Works Department, workload is voluminous. Therefore, one of the best mitigation strategies has already been enacted: The hiring of an expert, Hanson Professional Services, for project management.

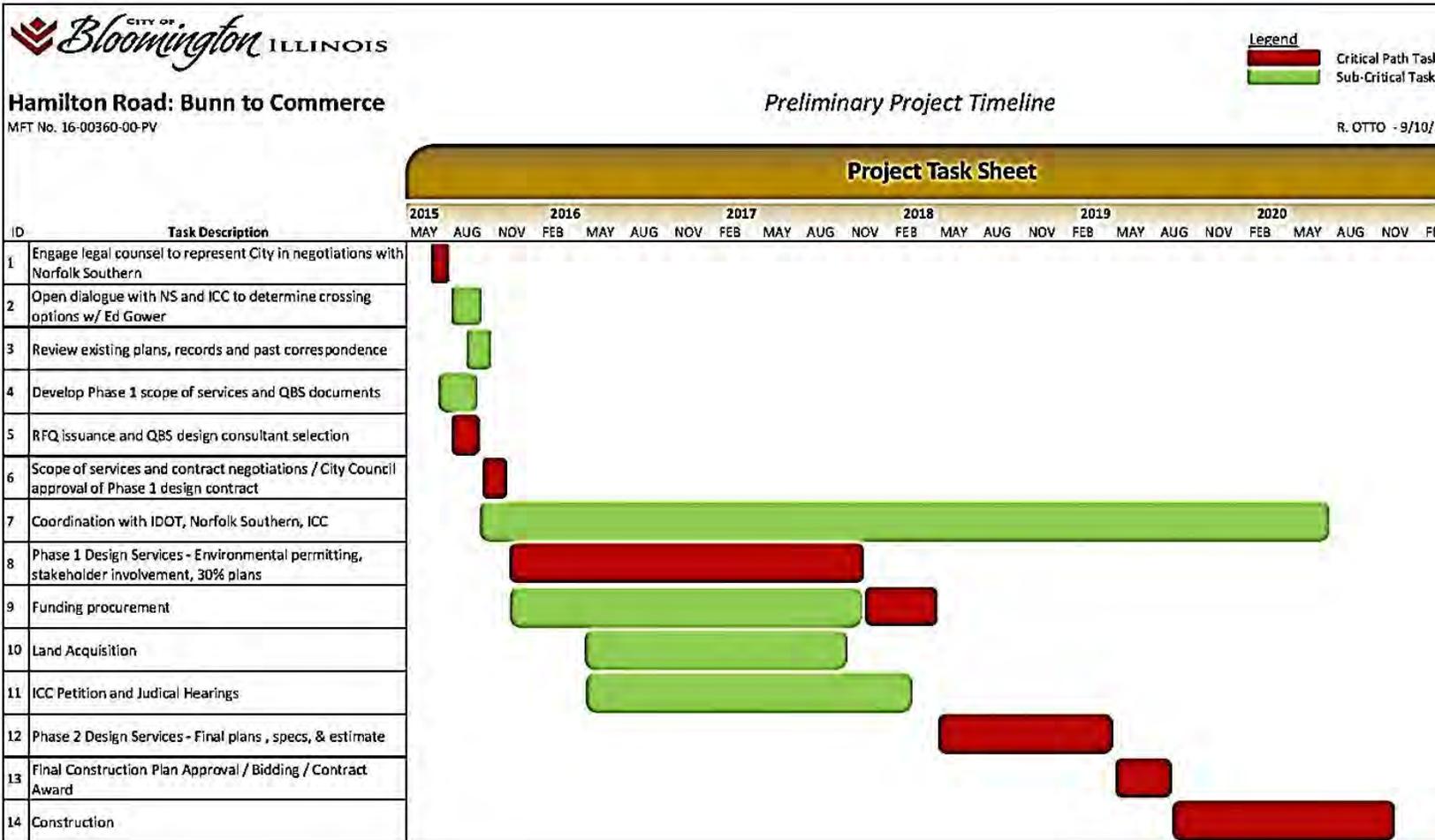
RFQ contract award

On October 26, 2015, the Bloomington City Council approved a contract with Hanson Professional Services, Springfield, IL, to provide an array of pre-construction services related to the South Corridor, Phase 12, Hamilton Road Connection Project, Bunn Street to Commerce Parkway. The contract award of \$986,084.52 followed the Quality Based Selection process, in accordance with The Brooks Act and the Illinois Local Government Professional Services Selection Act. Hanson and a subconsultant, Clark Dietz Inc., are providing an array of services as part of contract, which is **Attachment 8**.

Project Schedule

The project schedule is as follows:

Figure 9: Construction schedule



Public Engagement

The Hamilton Road Connection Project, Bunn Street to Commerce Parkway, has been the subject of public discussion among elected officials for a number of years, as has been the entire South Corridor project. The Bloomington City Council allows public comment at the beginning of all of its meetings. To date, there has been no public opposition to speak of. Additionally, City government and Hanson Professional Services presented the Bunn-Commerce project and other projects at an open house on December 4, 2015. The project team also has reached out to stakeholders, such as State Farm Insurance Cos. and McLean County Unit 5 School.

In October 2016, the city held a two public meetings regarding this proposal. The first was a general overview and open house to display the plan. The second meeting was held to discuss the possibility of closing two at-grade crossings (Western St. and Roosevelt St.) in exchange for a crossing at Hamilton Rd. City staff continues to work with Norfolk Southern on the at-grade crossing.

Public input has been welcomed at all stages, and Bloomington is noted for its transparency; it received the Illinois Policy Institute's Sunshine Award in 2013 for outstanding online performance.

State and local approvals

The City intends to bring a joint agreement between Bloomington and Norfolk Southern Railroad to the Illinois Commerce Commission for approval of plans regarding the Hamilton Road/NSR crossing. The City believes chances of approval are exceptional if the two parties are in full agreement. Compliance will be achieved with IDOT, IDNR, IEPA, Army Corps of Engineers, the Illinois Historic Preservation agency, and any other pertinent regulating agency.

Attachments List and Internet Link

All attachments are online at www.cityblm.org/southcorridor

Attachments online – www.cityblm.org/southcorridor
Attachment 1 Bloomington City Council Resolution demonstrating its support and its willingness to provide matching funds.
Attachment 2 Letters of support from community and business leaders for the Hamilton Road project
Attachment 3 Southeast Bloomington Railroad Crossing and Transportation Study, 2011
Attachment 4 Collision report, U.S. 150 at Rhodes Lane
Attachment 5 CAFR financial report
Attachment 6 Preliminary budget
Attachment 7 Cost-Benefit Analysis
Attachment 8 Contract for services, Hanson Professional Services



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of review and analysis of Bids and approving a Contract with McLean County Glass & Mirror, Inc. in the amount of \$45,025.00 for Police Administration Office Window Repairs (Bid #2017-20).

RECOMMENDATION/MOTION: that the unit prices and Contract with McLean County Glass & Mirror, Inc. for Police Administration Office Window Repairs through Bid #2017-20 in the amount of \$45,025.00 be approved and authorize the City Manager and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: In 2015 Council approved a contract with McLean County Glass & Mirror, Inc. to repair windows in the Bloomington Police Department Administration Offices which leak during storm events. Due to budget limitations, only 20 windows were repaired. The work was completed in July 2016 and staff have been monitoring both the repaired and remaining windows for leaks during storm events. None of the repaired windows are leaking. However, many of the remaining windows are leaking.

A project to repair all remaining windows was bid on October 31, 2017. Only one (1) bid was received. The single bidder was Mclean County Glass & Mirror, Inc. Their total bid for repairs to the remaining 43 windows is \$45,025.00.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on October 31, 2016 and a pre-bid meeting was held at 10:00 a.m. on November 4, 2016 in the Police Administration Office.

FINANCIAL IMPACT: A total of \$325,000 is budgeted for work to the Police Administration Offices in FY 2017. This is included in the FY 2017 Capital Improvement-Buildings account (40100100-72520). Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on pages 87, 273, 299, 314 and 315.

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, P.E., Facilities Manger

Reviewed by: Stephen Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Bid Tab
- Contract

Motion: that the unit prices and Contract with McLean County Glass & Mirror, Inc. for Police Administration Office Window Repairs through Bid #2017-20 in the amount of \$45,025.00 be approved and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

City of Bloomington, Illinois
Police Administration Office Window Repairs
 Bid 2017-20
BID TABULATION

Work Item		Units	Quantity	Mclean County Glass & Mirror, Inc.	
				Unit Cost	Total Cost
1	Remove & Re-Install Window (Small)	EA	18	\$ 800.00	\$ 14,400.00
2	Remove & Re-Install Window (Large)	EA	23	\$ 975.00	\$ 22,425.00
3	Panel Window Evaluation	EA	2	\$ 800.00	\$ 1,600.00
4	Panel Window Repair	EA	2	\$ 3,300.00	\$ 6,600.00
Grand Total					\$ 45,025.00

**CITY OF BLOOMINGTON
CONTRACT WITH**

McLean County Glass & Mirror, Inc.
FOR

Police Administration Office Window Repairs

THIS AGREEMENT, dated this 28th day of November, 2016, is between the City of Bloomington (hereinafter "CITY") and McLean County Glass & Mirror, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Police Administration Office Window Repairs (Bid #2017-20) (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Repair windows in the Police Administration Office Building

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

- A flat fee of \$_____ as set forth in the Procurement Documents.
- Fees as set forth in the Procurement Documents.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 6. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 14. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

McLean County Glass & Mirror, Inc.

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of a scheduled replacement purchase of one (1) Rear Loading Refuse Truck for the Solid Waste Division of the Public Works Department in the amount of \$164,123.00.

RECOMMENDATION/MOTION: that the purchase of one (1) McNeilus Model 2511, 25 Yard Rear Loader body, and Kenworth T370 Chassis from McNeilus Truck and Manufacturing Co. of Dodge Center, Minnesota using the National Joint Powers Alliance contract number 112014-MCN in the amount of \$164,123.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services.

BACKGROUND: Solid Waste Division of the Public Works Department has a 2004 International 7400 Rear Loading Refuse Truck with 77,871 miles and 13,254 hours that is due for replacement in Fiscal Year 2017. The maintenance cost to date for this unit is \$162,501.52. Recent repairs include engine, electrical, air brake system, A/C system, and cab mounts. This unit is rusting badly. The exhaust system and transmission cooler lines have been replaced. The packer body is rusted and worn. The hopper liner has been cut out and new steel welded in place. The body has had to have metal welded in the sides where the floor meets the walls on both sides. This unit is used daily to pick up refuse from areas where the automated refuse trucks are unable to maneuver due to their size. It is also used to pick up bulk waste material and leaves.

The replaced unit will be declared surplus and be sold on public auction at Publicsurplus.com. It is expected to bring \$15,000.00 at auction.

NJPA is a nationally recognized joint purchasing cooperative which the City of Bloomington has been a member of for several years and has made a number of purchases through them over the years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is included in the FY 2017 Budget under the Capital Lease-Capital Outlay Licensed Vehicle account (40110135-72130) with a budgeted amount of \$191,221. Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on pages 92 and 96.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- McNeilus Proposal
- Vehicle Specifications
- Current Rear Loading Truck pics

Motion: that the purchase of one (1) McNeilus Model 2511, 25 Yard Rear Loader body, and Kenworth T370 Chassis from McNeilus Truck and Manufacturing Co. of Dodge Center, Minnesota using the National Joint Powers Alliance contract number 112014-MCN in the amount of \$164,123.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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



McNeilus Truck and Manufacturing Inc.
524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
5073748684

Nov 14, 2016

City of Bloomington
Attn: Rob Krones
PO Box 3157
Bloomington, IL 61702-3157
USA

Thank you for the opportunity to provide this proposal.

We are pleased to submit the attached quotation for (1) Model 2511: HD 25 yd Rear Loader.

This quotation is comprised of several documents, including:

Cover Letter
Quote Form
Specifications
Terms And Conditions

To place an order in response to this quotation, or if you have any questions, please contact me. We look forward to hearing from you.

Sincerely,

Jeremy Harmon
Refuse Sales Manager
524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
Phone: 5073748684

Email: jharmon@mcneilusco.com



McNeilus Truck and Manufacturing Inc.

524 County Road 34 E
 PO Box 70
 Dodge Center, MN 55927
 5073748684

Quote Number: 0IY201609290820

NJPA Contract # 112014-MCN

Catalog: 16.08.24A

Model 2511: HD 25 yd Rear Loader

Printed: 11/14/2016

Quoted/Sold To:

Delivery Point:

City of Bloomington PO Box 3157 Bloomington, IL61702-3157 USA Attn: Rob Kronos	City of Bloomington 336 S Main ST Bloomington, IL 61701 USA
--	--

Total Configured Price	\$157,031
Surcharge	0
Specials	6,214
FET	0
Freight	878
Extended Warranties	0
Miscellaneous	0
Sales Tax	0
Total Unit Price	\$164,123
Quantity	1
Extended Price	\$164,123
Required Down Payment	

Quantity Discount
 Pricing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in revision of price.

Freight Charges
 Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the customer. Seller assumes no responsibility for the equipment in transport.

Taxes
 No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the purchaser.

Specifications
 All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or McNeilus may result in the substitution of components of equal or greater quality.

Special Options
 Special options are subject to engineering application approval.

Terms & Conditions
 This quotation assumes and is subject to the standard terms and conditions of London Machinery, Inc, McNeilus Truck and Manufacturing Co. and Oshkosh Corporation, including limitations of warranty.

This quotation is valid until 12/15/2016.
 Any order is contingent upon acceptance by McNeilus Truck and Manufacturing Company.

Payment Terms
 Due upon receipt

Quotation Currency
 All prices are in US Dollars (USD)

Acceptance

By signing and returning this document, you are indicating that you have read and approved the above specification.

Please return this signed quotation and down payment to your McNeilus representative.

If you have any questions, please feel free to contact us.

 Authorized Signature

 Date



McNeilus Truck and Manufacturing Inc.

524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
5073748684

Quote Number: 0IY201609290820
Rev: 0

Catalog: 16.08.24A
Printed: 11/14/2016

Chassis Type: SPECIAL

Chassis Specification: 17 PKS37 - Kenworth T370 Spec Order

Special Order Chassis:

This quotation includes a special order chassis, described by a separate document attached to this proposal.



McNeilus Truck and Manufacturing Inc.

524 County Road 34 E
PO Box 70
Dodge Center, MN 55927
5073748684

Quote Number: 0IY201609290820
Rev: 0

Catalog: 16.08.24A
Printed: 11/14/2016

Other Chassis Features:

Chassis

AERO	Mirrors	Aero Style
------	---------	------------

Configuration

DSL	Fuel Type	Diesel
SS	Steering	Street Side Seated Steering

Summary

N	Camera Cables	No Camera Cables Installed
GT300	Engine	Engine Must Be 300 HP Minimum
10PX9	Engine	Paccar PX 9, 2010 Emissions
DC	Mount Location	Dodge Center
Y	PDI	PDI at Dodge Center
897	PTO Type	MTM-Installed Chelsea 897 Ext PTO Con Mesh
DT	Rear Axle	Tandem Rear Axle, Dual Rear Tires
HHM	Rear Suspension	Hendrickson Haulmaax
Y	Safety	Safety Triangle Kit in Cab
5	Safety	Fire Extinguisher in Cab, 5 lb.
ELECT	Throttle Type	Electronic
A35	Transmission	Allison 3500 RDS

McNeilus Body Features:

Body

25R	Capacity	25 yd Heavy Duty Rear Loader
Y	Fenders	Rubber Fender Extension
STD	Floor	Body Longitudinal Width: 33-1/2 inches
NONE	Floor	No Body Floor Liner
STD	Floor	Standard Floor (3/16) AR200
AFS	Ladder	Access Door Ladder, Fold-Up with Shut Down
	Model	Model 2511: HD 25 yd Rear Loader
LH	Side Access Door	Door Hinged Forward, Streetside

Cameras

RC	Backup	Backup Camera, Center of Tailgate
CD	Monitor	Monitor Mount Between Seats
TG	Monitor	Backup Camera Displayed in Reverse
	System Info	SSV Extreme, 7" Color, 4 port, 1 Camera



McNeilus Truck and Manufacturing Inc.

524 County Road 34 E
 PO Box 70
 Dodge Center, MN 55927
 5073748684

Quote Number: 0IY201609290820
Rev: 0

Catalog: 16.08.24A
Printed: 11/14/2016

Hydraulics

SCHR	Filtration	Hydraulic Filter, Schroeder, in tank
SC	Miscellaneous	Schroeder LF-7611 Hyd Sample Port
X	Other	No Optional Hyd Hose Wrap
GEAR	Pump	Hydraulic Pump, Gear Type
SSU	Tank	Hyd Tank, Rect, Steel, Streetside Frame

Lighting

E	Fender	Fender Lights, Rear Facing, LED
1L	Hopper	Hopper Work Lights: 1 LED
S	Miscellaneous	Single Switch Control for CS & SS Lights
UP	Reverse	Reverse Light, 4 inch in upper light bar
TGB	Smart Lights	Smart Lights, (6), 4" on Tailgate and Body Front
LEDE	Type, General	LED, McNeilus Standard (where applicable)

Miscellaneous

MTM	Other	Mudflaps, Front: Black w/McNeilus Logo
MTM	Other	Mudflaps, Rear: Black w/McNeilus Logo
TG	Other	Rear Mudflaps Mounted on Tailgate
LOWER	Other	Mount TG in Lower Hole
FOB	Other	Power Distribution Module, Front of Body, Streetside
Y	Other	Throttle Master in Cab
DASH	Other	Controls in dash
PRECO	Safety	Preco 1059 Dual Tone Back-up Alarm

Paint

TEMP	Category	Standard template
1M	Configuration	Paint Body: One Color
Y	DOT Tape	Yes
BDY	Ladder	Match Body Color
ES	Miscellaneous	English/Spanish Decals and Markings

Residential

CSM	Cart Tipper	Manual Linkage, Curbside
CEN	Cart Tipper	Location: Center
D6220WC	Cart Tipper	Cart Tipper Model: Perkins D6220WC
RECESSED	Cart Tipper	Recessed Mount
TIPPER	Cart Tipper	Tipper(s) to be installed by MTM



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Slide/Sweep

CS	Controls	Standard Linkage Curbside
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Tailgate

3/16	Hopper	Hopper Liner, 3/16 inch AR200
B-TYPE	Load Edge	"B" Type Load Edge
Y	Miscellaneous	Nitrited Slide and Sweep Pin
TURN	Miscellaneous	Turnbuckle Lock
ADJ	Miscellaneous	Tailgate Steps, Adjustable 16" to 24"
Y	Miscellaneous	TG/Ejr Valve Throttle Adv
HD	Type	Heavy Duty Cylinders

Paint Instructions:

Paint Type: Standard template	Cab/Hood Paint: No Cab/Hood Paint
Layout #:	Color 1:
# of Colors: 1	Color 2:
Color 1: FLNA 4002 White Match Cab	Frame Paint: No Frame Paint
Color 2:	Wheel Paint: No Wheel Paint
Color 3:	Color 1:
Color 4:	Bumper Paint: No Bumper Paint
	Body Clearcoat: No Body Clear Coat

Special Features and Options:

R009-SP1J-2P50-L4EL-C4042
\\11994 Install JA Lube 54 point Auto Lube System

Extended Warranties:

Body	1 Year RL Body Warranty
------	-------------------------

Options Available at Additional Cost (not included in quoted price):

Additional Notes:



McNeilus Truck and Manufacturing Company
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507-374-6321

Terms and Conditions of Sale Including Limitations of Warranty

Order Placement. All goods and services furnished by McNeilus are governed by these Terms and Conditions of Sale. Placement of order by Buyer shall be in accordance with then current McNeilus procedure. Acceptance by McNeilus of order from Buyer is expressly conditioned upon Buyer acceptance of these Terms and Conditions, including those on the face of the order acceptance, and any provisions of Buyer order or other communication in conflict with these Terms and Conditions are expressly rejected. Stenographic and clerical errors are subject to correction. No additions or modifications shall be valid unless confirmed in writing by McNeilus. McNeilus may supplement or alter these Terms and Conditions of Sale, issue product and/or sale policy announcements, or the like, but no such publication shall supersede any of these Terms and Conditions of Sale. McNEILUS IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACCEPTANCE FORM.

Cancellation. Buyer may cancel the order, in whole or in part, by written notice any time, provided the Buyer pays: a) the cost, including installation and removal costs, of any equipment purchased by McNeilus prior to cancellation for the purpose of filling Buyer order and not usable by McNeilus for making other goods it then manufactures; b) the quoted price for all goods finished and ready to ship; and c) other reasonable costs (including but not limited to the cost of raw materials and goods still in the process of manufacture but unfinished at the time of cancellation) which McNeilus may have incurred in the performance of the order. Notice of cancellation is not effective until received by McNeilus at its corporate address (Highway 34 East, P.O. Box 70, Dodge Center, MN, 55927, U.S.A., ATTN: VP-Finance). If Buyer elects to cancel the order in part, McNeilus may, at its option, within a reasonable time thereafter, cancel the entire order by written notice. If Buyer elects, upon payment of costs of equipment, quoted prices of goods finished and ready to ship and/or costs of raw materials, it may take delivery of the same as provided below.

Price/Delivery. Unless otherwise provided by our quotation or agreed by us in writing, price and delivery terms shall be: a) Trucks and Truck Chassis - ex factory shipping point; and b) Parts - FOB shipping point. All applicable taxes shall be for the account of Buyer. Unless otherwise agreed in writing, we will select the route and manner of shipment, reserve the right to make delivery in installments when necessary, to invoice each installment separately and to expect payment for each installment within our selling terms. All risk of loss shall pass to the Buyer at the point and time of delivery set forth in this paragraph. Prices for goods shall be those in effect on the date of invoice unless otherwise provided by our quotation or agreed to in writing by McNeilus. If McNeilus shall fail to make delivery, or Buyer to accept delivery, according to the agreed upon delivery schedule, the other party may cancel the then remaining balance of the order unless the delay is an excusable delay. Prices are good for only quantities indicated. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall be due as if shipment had been made. A reasonable storage charge may be made and such storage shall be at the risk of Buyer.

Payment/Credit/Security. All payments shall be made in US dollars. Payment shall be due upon delivery or as otherwise provided by our quotation, order acceptance, invoice or other writing. We reserve and by its order Buyer grants a security interest in all goods wherever located until payment has been received, and Buyer will promptly execute and deliver documents provided by Seller to perfect such security interest. All orders received are subject to credit approval. Buyer agrees to submit to McNeilus those items reasonably requested in order to establish Buyer credit. McNeilus shall be entitled to charge interest for payments made not in accordance with the stated or agreed upon terms of payment at the stated rate or the highest rate permitted by law, whichever is lower. Whenever McNeilus in good faith deems itself insecure, it may: Cancel any outstanding orders with Buyer and/or hold production/shipment of any unfilled orders; modify or revoke its extension or credit to Buyer; reduce any unpaid debt by enforcing its security interest (and proceeds therefrom); and take any other steps permitted by law and necessary or desirable to secure McNeilus with respect to Buyer payment of goods and services furnished or to be furnished. Buyer will pay McNeilus actual costs of collection incurred, including reasonable attorney fees if McNeilus is required to commence any suit or proceeding for collection of any delinquency. Certificates of Origin for a Vehicle shall be released to Buyer only upon receipt of payment in full by McNeilus unless otherwise agreed upon in writing. Buyer shall permit McNeilus at any reasonable time to make audits of its collateral, including records of shipments, sales, and payment. McNeilus may demand immediate payment for trucks, chassis or parts shipped from Buyer location for which payment has not been received in accordance with agreed payment terms. Buyer shall have no right of offset against amounts owed to McNeilus.

Acceptance. Goods furnished or services performed by McNeilus in all events will be deemed to have been accepted within thirty (30) days after receipt by Buyer, unless rightfully rejected within such period by written notice to McNeilus, by Certified Mail, Return Receipt requested, setting forth all of the defects upon which the rejection is claimed. Claims for factory damage or shortages shall not be considered unless made in writing within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and invoice numbers. Claims for damage or shortage in transit must be filed by Buyer against carrier unless shipping costs are prepaid. Defective goods shall be held for McNeilus inspection or disposition.

Limited Warranty: Disclaimer. McNeilus warrants that all new and unused goods furnished by McNeilus are free from defect in workmanship and material as of the time and place of delivery by McNeilus in accordance with its Standard Limited Warranty in effect at the date of contract formation. Our obligation under this Limited Warranty is subject to the following qualifications: a) McNeilus or its authorized Dealer shall have been notified of such claimed defect within thirty (30) days of its discovery or such later date as is specified in the Standard Limited Warranty; b) the vehicle shall have been subject only to proper use normal for similar vehicles; and c) it shall have been regularly maintained and serviced in accordance with the Manufacturer Service Manual. No defective part may be returned to the factory without our prior written consent, or that of our authorized representative. Any return must be with transportation prepaid, which may be refunded at the discretion of McNeilus. The Standard Limited Warranty for the goods is incorporated herein by reference. It is the exclusive warranty given by McNeilus. McNEILUS HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, notwithstanding any knowledge of McNeilus regarding the use or uses intended to be made of goods, proposed changes or additions to goods, or any assistance or suggestions that may have been made by McNeilus personnel.

Buyer Remedies. At its option, McNeilus will repair or replace nonconforming goods, or allow a credit for the replacement price of parts.

Exclusions of Incidental and Consequential Damages. In no event shall McNeilus be liable for any incidental, special, indirect, or consequential damages, whether resulting from non-delivery or from negligence of McNeilus or other tort. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.



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Terms and Conditions of Sale Including Limitations of Warranty (Continued)

Excusable Delay. We shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond our control and not occasioned by our fault or negligence and which make our performance impracticable, but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work provided such cause is beyond our reasonable control.

Indemnification. Buyer shall indemnify and hold McNeilus harmless from any and all damages or injury of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with Buyer sale, installation or use of goods sold or supplied by McNeilus and not caused by the negligence of McNeilus, its employees or agents, or arising out of defects in any such goods.

No Waiver. The failure of McNeilus upon knowledge of any default or violation by Buyer of any of the Terms and Conditions of this agreement to enforce its rights or remedies shall not be construed as a waiver of such default or violation, or of any provision hereof, or of any of its rights or remedies.

Equal Opportunity Employment. We are an Equal Opportunity Employer and have an Affirmative Action Plan on file. We comply with Executive Order No. 11246 dated September 24, 1965 and the Federal Occupational Safety and Health Act of 1970 along with all subsequent amendments. We comply with all other applicable federal, state, and local laws, regulations and ordinances and agree upon request to furnish Buyer a certificate to such effect in such form as is acceptable to both parties.

Entire Agreement and Governing Law. Except as otherwise agreed in writing, this constitutes the entire agreement between us, superseding all prior quotations and understandings, oral or written. Any questions concerning the validity, interpretation or effects of this Agreement are governed by the laws of the State of Minnesota. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sales of Goods.

Export Laws. If applicable, performance is subject to U.S. export laws and regulations. Our failure to perform due to such laws and regulations shall not constitute a breach of this agreement.



Rihm Kenworth R200
2108 University Avenue

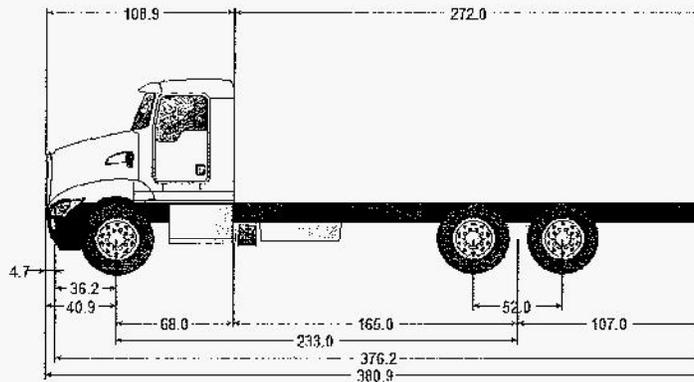
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Prepared for: Ryan Kumpf

Horizontal Dimensions

Model: T300 Series Conventional.
Quote/DTPO/CO Number: Q03720156



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Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

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Prepared by: Don Nelson

Complete

Model Number: T300 Series Conventional.
Quote/DTPO/CO: Q03720156
Version Number: 37.10



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Prepared for: Ryan Kumpf

Fuel Tanks

Summary

Right Left

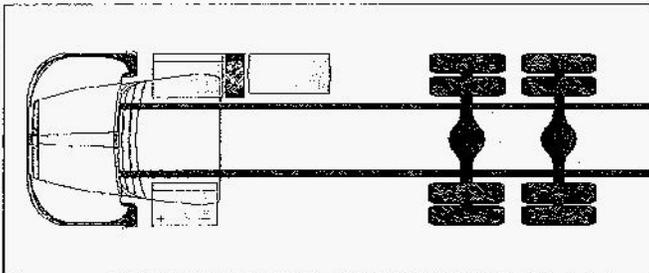
Location

- Under Cab
- Back of Cab 1
- Back of Cab 2
- Between Axles
- Across Rear BOC
- ClearFrame
- Cell Tank

Type

Material

Diameter



Top View Right Side Available Space: 52.50 in Current Wheelbase Space: 233
 Side View Left Side Available Space: 116.90 in Required Wheelbase Space: 181

Position	Description	Price	Weight
RH Under	1270/370 Non-polished 2010 or later DPF/SCR cover	0	0
LH Under	Battery box Steel parallel under w/ aluminum	0	0
RH BOC1	Fuel Tank: 75 US gallon 22in. aluminum BOC	98	36
RH Def Tank	Small round DEF tank, 11 gallons of	250	0

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Prepared by: Don Nelson

Incomplete

Model Number: T300 Series Conventional.
Quote/DTPO/CO: Q23820016
Version Number: 37.10



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Vehicle Weight Rating

Front Axle

Component	Code	Description	Weight (lbs)
Axle	2504160	Front Axle 16,000 lbs. Dana Spicer D1600	16,000
Springs	2864022	Front Springs: Taperleaf 14.6K w/ shock absorbers	14,600
Power Steering	2895300	Dual power steering gears: 16K.	16,000
Hubs, Drums	2703016	Front Brake:Bendix 16.5x6 air brake package	16,000
Brakes	2603006	Front brakes included w/ front hub package.	20,000
Tires	4077535	Front tires: Bridgestone M860A 315/80R22.5 20PR.	20,000
Wheels	5042367	Front wheel: Accuride 29300 22.5x9 steel	20,000

Requested Front Axle Rating is 14,600

Front Axle Weight Rating is limited to 14,600 #

Rear Axle

Component	Code	Description	Weight (lbs)
Axle	U 3142160	Dual Meritor RT46-160 rear axle rated at 46K.	44,000
Hubs, Drums	3401002	Dual 46K Air Brake package includes 16-1/2x7 in.	46,000
Service Brakes	3300002	Dual rear brakes included w/rear hub package.	46,000
Spring Brakes	3485207	Spring Brake: 3030 long stroke dual 30 square	52,000
Suspension	U 3742970	Rear suspension: Tandem Hendrickson HMX460 46K.	40,000
Tires	4238681	Rear tires: Goodyear G182 RSD11R22.5 14PR	46,720
Wheels	5242285	Rear wheel: Accuride 50344 22.5x8.25 steel	64,000

Requested Rear Axle Rating is 40,000

The Rear Axle Weight Rating is limited to 40,000 #

Tire rating is based on tire psi. Tire psi is based on the max wheel psi. The tire psi cannot exceed the wheel max psi.

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Printed:	2/23/2016 3:37:30 PM	Incomplete	Model Number:	T300 Series Conventional.
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q03720156
Prepared by:	Don Nelson		Version Number:	37.10

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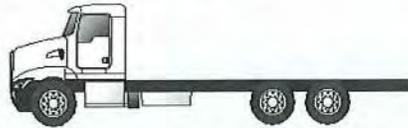
Fax:

Contact Email: rkumpf@mcneilusco.com

Prepared for: Ryan Kumpf

Frame Rake

Model: T300 Series Conventional.
Quote/DTPO/CO No: Q03720156



The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

Component	Code	Name	Laden	Unladen	
Frame:	6054410	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel I/O	10.6	10.6	A non-published sales code indicated by a 'U' has been specified. Check with division Applications group if an exact height is required.
Front Spring:	2864022	Front Springs: Taperleaf 14.6K w/ shock absorbers	8.3	10	
FX drop-3.5:	2504160	Front Axle 16,000 lbs. Dana Spicer D1600	0	0	
Height adj:	0000000	No Adjustment	n/n	n/n	
Front Tires:	4077535	Front tires: Bridgestone M860A 315/80R22.5 20PR	19.9	21.1	
		Front Frame Height:	38.8	41.7	
Frame:	6054410	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel I/O	10.6	10.6	
Suspension:	U3742970	Rear suspension: Tandem Hendrickson HMX	9.7	10.7	
Rear Tires:	4238681	Rear tires: Goodyear G182 RSD11R22.5 14PR	19.6	20.8	
		Rear Frame Height:	39.9	42.1	
		Frame Rake:	1.1	0.4	
		Frame Rake Slope (%):	0.5	0.2	

These characteristics are considered to be out of the standard range:
Laden rake more than 1% of wheelbase from level (positive or negative).

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Complete

Model Number: T300 Series Conventional.
Quote/DTPO/CO: Q03720156
Version Number: 37.10



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Prepared for: Ryan Kumpf

Vehicle Summary

	Unit	Chassis	
Model:	T300 Series Conventional.	Fr Axle Load (lbs):	14600
Type:	FULL TRUCK	Rr Axle Load (lbs)	40000
Description:	PK5 CAR	G.C.W. (lbs):	60000
	Application	Road Conditions:	
Intended Serv.:	Refuse hauler. Vehicles which haul refuse,	Class A (Highway)	80
Commodity:	Refuse/recycled material	Class B (Hwy/Mtn)	10
	Body	Class C (Off-Hwy)	08
Type:	Refuse, other	Class D (Off-Road)	02
Length (ft):	20.0	Maximum Grade:	6
Height (ft):	12.0	Wheelbase (in):	233
Max Laden Weight (lbs):	12000	Overhang (in):	107
	Trailer	Fr Axle to BOC (in):	68
No. of Trailer Axles:	0	Cab to Axle (in):	165
Type:		Cab to EOF (in):	272
Length (ft):	0.0	Overall Comb. Length (in):	381
Height (ft):	0.0		
Kingpin Inset (in):	0	Special Req.	
Corner Radius (in):	0	U.S. Domestic Registry, 50-State	
	Restrictions		
Length (ft):	120		
Width (in):	102		
Height (ft):	15.0		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

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Complete

Model Number: T300 Series Conventional.
Quote/DTPO/CO: Q23620016
Version Number: 37.10



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Prepared for: Ryan Kumpf

Data	Code	Description		Weight
Model				
0000310	O	T300 Series Conventional. Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches; Turn signal switch with column-mounted dimmer; Standard dash panels include gray w/ burl wood accents; Slate Gray interior primary color; Dark Slate Gray seat color; Floor mat; Inside sunvisor, LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray & 1 lighter.		9,764
0070006	O	T370 Class 7: medium-duty Conventional.	0	0
0072000	O	Chassis operation will not include a stationary application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0	0
0080075	O	Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.	0	0
0090017	O	Medium-duty 6x4 automatic.	0	0
0091260	O	Refuse/recycled material	0	0
0093091	O	Refuse hauler. Vehicles which haul refuse, recycled material, etc. Includes Roll-on/roll-off container movement, as well as hauling refuse from transfer stations to landfills. Typically includes operation in landfills, over rough, uneven surfaces. Road usage: any combination, which includes some Class B.	0	0
0095080	O	Refuse, other	0	0
0098025	O	U.S. Domestic Registry, 50-State	0	0

Engine & Equipment

0129500	O	PACCAR PX-9 300 2013 300@2000 285@2200 860@1300. Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09200 N205 120...Standard Maximum Speed Limit [LSL] N09220 N207 0...Expiration Distance N09240 P09 120...Hard Maximum Speed Limit N09260 P14 64...Maximum Accelerator Pedal Vehicle Speed N09280 P16 0...Accelerator Lower Droop N09300 P19 64...Maximum Cruise Speed N09320 C143 0...Cruise Control Lower Droop	8,919	555
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Quote/DTPO/CO: Q23620016
Version Number: 37.10



Data	Code	Description	\$ List	Weight
		N09360 N203 252..Reserve Speed Function Reset Distance		
		N09380 N202 0...Maximum Cycle Distance		
		N09400 N206 10...Maximum Active Distance		
		N09420 N201 0...Reserve Speed Limit Offset		
		N09440 P11 No...Engine Protection Shutdown		
		N09460 P06 No...Gear Down Protection		
		N09480 P26 1400.Max PTO Speed		
		N09500 P02 No...Cruise Control Auto Resume		
		N09520 P04 No...Auto Engine Brake in Cruise		
		N09540 N209 0...Expiration Distance		
		N09560 P520 Yes..Enable Idle Shutdown Park Brake Set		
		N09580 P32 5...Timer Setting		
		N09600 P233 Yes..Enable Impending Shutdown Warning		
		N09620 P234 60...Timer For Impending Shutdown Warning		
		N09640 P516 35...Engine Load Threshold		
		N09680 P33 No...Idle Shutdown Manual Override		
		N09720 P230 Yes..Enable Hot Ambient Automatic Override		
		N09740 P46 40...Low Ambient Temperature Threshold		
		N09760 P56 60...Intermediate Ambient Temperature Threshold		
		N09780 P47 80...High Ambient Temperature Threshold		
1000157	O	Prospector Version 37.1 Replaces 37.0	0	0
1000684	O	Effective VSL Setting NA	0	0
1000857	O	Engine Idle Shutdown Timer Enabled	0	0
1000891	O	Eff ElST NA Expiration Miles Use only with MX and Cummins engines	0	0
1002060	S	Air compressor: Cummins 18.7 CFM, Cummins, PACCAR PX engines.	0	0
1031130	S	Air Cleaner: Dry-type firewall mounted w/filter restriction indicator.	0	0
1105230	O	Fan Hub: Horton 2-Speed for ISL9, ISL-G, PX-8 or PX-9	409	0
1121200	S	Cooling module: 1000 square inches T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0	0
1160205	O	Bug screen: Front of grille on C500 ,T800, T880, and W900. Behind grille on T660, T680, and T300 (Medium Duty).	158	2
1247195	O	RH under cab SCR for PX-8, PX-9 w/single vertical RH SOC tailpipe.	2,335	101
1290136	O	Tailpipe: 5 in. single 36 in. 45 degree curved. For use with any Exhaust other than SCR Independent.	20	1
1323109	O	Fleetguard filter/Water separator FS1003 w/WIF (water in fuel) sensor. For PACCAR PX-8/PX-9 or Cummins ISL engines.	0	0
1504006	O	Block heater, PACCAR 1750 watt 120V for PX-6 and PX-7, 1000 watt for PX-8 and PX-9 or ISL9 engines .	107	2
1816260	S	Alternator: PACCAR 160 amp, brush type	0	0
1821220	S	Batteries: 2 PACCAR GP31 threaded post (700) 1400 CCA dual purpose.	0	0

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 Prepared by: Don Nelson Version Number: 37.10



Data	Code	Description	\$ List	Weight
1836100	S	12-VOLT LIGHT SYSTEM W/CIRCUIT PROTECTION Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
1900082	O	Multi-function engine connector for body builder interface for Cummins.	42	0
1900976	O	Body Builder Control Harness coiled EOF for customer installed remote throttle and remote PTO controls. Harness includes Remote PTO control and Remote Throttle controls. T680/T880 models do not require 12-way engine connector sales codes. All other models require (1900082 or 1900084).	69	2
1901084	O	Body Builder Battery Power Prewire	80	2
Transmission & Clutch				
2011232	O	Transmission: Allison 3500RDS 6-speed w/PTO drive gear. 5th Gen Controls. Limited to 860 lb.-ft. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	11,015	291
2406452	O	Driveline: 2 SPL170XL 1 centerbearing requires 3500057 interaxle driveline.	735	70
2409916	O	One heavy-duty centerbearing crossmember. This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	91	11
2410018	O	Torque converter included w/Allison Transmission.	0	0
2410203	O	Allison FuelSense Base: Includes EcoCal, 5th Gen Controls, and Dynamic Shift Sensing	0	0
2410244	O	J1939 Park Brake Auto Neutral	0	0
2429358	O	Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	70	0
Front Axle & Equipment				
2504160	O	Front Axle 16,000 lbs. Dana Spicer D1600 Standard track includes cross brace reinforcement under cab	1,682	120
2603006	S	Front brakes included w/ front hub package.	0	0

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Data	Code	Description	\$ List	Weight
2703016	O	Front Brake:Bendix 16.5x6 air brake package for 16K non-driving front axle. Includes cast drums, iron 10-bolt hub pilot LMS hubs, hub caps, oil seals & slack adjusters. For use with 22.5 inch wheels	535	75
2864022	O	Front Springs: Taperleaf 14.6K w/ shock absorbers for use on 2010+ chassis only.	266	80
2895300	O	Dual power steering gears: 16K.	901	77
2899336	O	Power Steering Cooler: Radiator mounted air to oil 2007+ engines only. 2899362 is optional w/ 2006 or 2007 engines.	195	11

Rear Axle & Equipment

3142160	U	Dual Meritor RT46-160 rear axle rated a t 46K.	10,794	500
3200617	O	Rear Axle Ratio - 6.17.	0	0
3300002	O	Dual rear brakes included w/rear hub package.	0	0
3401002	O	Dual 46K Air Brake package includes 16-1/2x7 in. brakes, cast drums, aluminum 10-bolt hub pilot hubs, slack adjusters and oil seals for use w/ 22.5 in. wheels.	0	0
3485207	O	Spring Brake: 3030 long stroke dual 30 square inches travel; replaces standard 2-1/2 in. travel. Helps keep brakes in adjustment longer.	38	4
3495226	S	Bendix 4S/4M anti-lock brake system.	0	0
3500057	O	Interaxle driveline 1 Dana SPL170XL	400	-4
3532130	O	Wheel Differential Lock for Dana Spicer axles DSP40/DSP41(P)/DSH40(P)/DSH44(P)/D40-155 forward rear axle & rear rear. Under Speed Interlock is standard on T680.	1,793	37
3742970	U	Rear suspension: Tandem Hendrickson HMX 460 46K.	5,896	500
3832315	O	Heavy-duty rear suspension crossmembers for RT403 or HAS402 replacing T3 standard.	15	15

Tires & Wheels

4077535	O	Front tires: Bridgestone M860A 315/80R22.5 20PR. 42.8 in. diameter, all position. 19.9 in. SLR.	690	94
4238681	O	Rear tires: Goodyear G182 RSD11R22.5 14PR 42.1 in. diameter, all position. 19.6 in. SLR. Code is priced per pair of tires.	664	128
4900008	O	Rear Tire Quantity: 8	0	0
5042367	O	Front wheel: Accuride 29300 22.5x9 steel Steel Armor TM powder coat, hub pilot mount. 10000lb. maximum rating. 5-hand holes. Not air disc brake compatible.	398	80
5242285	O	Rear wheel: Accuride 50344 22.5x8.25 steel Steel Armor TM powder coat, hub pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	292	80

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Data	Code	Description	\$ List	Weight
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	0
5900008	O	Rear Wheel/Rim Quantity: 8	0	0
Frame & Equipment				
6054410	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 309 in. to 380 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	408	408
6141450	O	Full Steel Insert for 10-5/8 in. or 10-3/4 in. main rail. Insert length is 168 - 348 in. Adds 1,149,000 in-lb to main rail RBM. Insert weight is 2.05 lb.-in. per pair of rails. Insert length is equal to wheelbase plus rear frame cutoff plus 20.7 in. forward of front axle.	1,694	697
6308715	O	Bumper: Aerodynamic Chrome Requires a bumper setting code.	427	0
6319409	S	40.9 in. Bumper setting. Requires a bumper code.	0	0
6321005	O	Removable Front Tow Hooks: 2.	254	15
6390103	S	Front mudflaps.	0	0
6404406	S	Battery box: Steel parallel under w/ aluminum diamond plate cover w/ step w/ aluminum step brackets.	0	0
6409901	O	Battery box location: LH Side.	0	0
6451059	O	T270/370 Non-polished 2010 or later DPF/SCR cover with cab access step assembly, RH under.	0	0
6490096	O	One bolted aluminum crossmember for center frame: Replacing T3 standard.	90	-11
6490098	O	One bolted aluminum crossmember for rear frame: Replacing T3 standard.	90	-11
6490430	O	One bolted rear cab crossmember: Replacing T3 standard.	128	17
6679995	O	Customer will install structural end-of-frame crossmember before vehicle is placed in service.	0	0
6742009	S	Square end-of-frame w/ o crossmember;non-towing.	0	0
Fuel Tanks & Equip				
7014075	O	Fuel Tank: 75 US gallon 22in. aluminum BOC replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.	98	-36

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Data	Code	Description	\$ List	Weight
7722011	O	Small round DEF tank. 11 gallons of useable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	250	0
7889203	O	Standard DEF to fuel fill ratio: 2:1 or greater.	0	0
7889603	O	DEF tank location is on the RH.	0	0
7930075	O	Location: 75 gal fuel tank RH behind cab	0	0
Cab & Equipment				
8024310	S	Cab: Curved Glass Conventional. Cab includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.	0	0
8080137	O	Cab door bearing blocks, top & bottom.	27	0
8090310	S	Hood: Sloped aerodynamic hood includes grill & separate bumper.	0	0
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0	0
8201200	O	Adjustable telescoping tilt steering column.	444	10
8205021	U	Flip Valve,Piping:LG Flip Viv to Apply Front and	333	0
8208495	O	Two spare switches: Wired to power.	76	0
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0	0
8330003	S	Cab interior: Pinnacle. Includes vinyl headliner & cab back panel, slate gray interior, dark slate gray seats, floormats, LH/RH inside sunvisor & door courtesy lights.	0	0
8410491	O	Driver seat: Kenworth Air cushion Plus HB Mordura Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	132	2

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Data	Code	Description	\$ List	Weight
8478328	O	Rider seat: 2 man bench Mordura. Standard features include 34.5 in. wide 2-tone seat cushion w/ fixed base. Armrests are not available. Seat back is carpeted. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	452	61
8490150	O	Seat color: Jet Black.	0	0
8496559	O	Driver and Rider Seat Belts: Orange Seat Belts. Replacing standard color.	42	0
8601420	O	Kenworth Radio with AM/FM/WB	261	4
8700083	O	Under-dash center console: W/2 cup holders, 1 ashtray, 1 lighter, 1 12V outlet & a storage compartment.	86	0
8700144	O	Dome lamp over driver door.	20	0
8700154	O	Self cancelling turn signal: W/head light dimmer switch.	21	0
8800200	S	Cab access contoured grabhandles, LH/RH.	0	0
8832115	O	DAYLITE DOOR: LH/RH INCL RH PEEPER WINDOW	0	0
8841303	O	Single Rectangular Air Horn 23 in. LH Top of Roof Includes Air Horn Cover.	153	6
8850235	O	Dual convex mirror 8.5 inch w/ offset mounting below regular mirror, and non-heated.	41	0
8850300	S	Look-Down, Pass. Door, Stainless 8.5x4.4	0	0
8866101	O	Mirror: Dual Prutsman mirror 7 in. x 16 in. polished stainless steel, thermostatically controlled. switch located on door pad.	44	0
8869005	S	Mirror brackets 8-1/2 ft load width.	0	0
8879213	O	Electric-powered LH & RH door window lifts. Switch located on door.	111	0
8879911	O	Two corner & one rear cab stationary windows 17.5 in. x 16 in. (two) & 17 in. x 36 in. (one).	541	24
Lights & Instruments				
9010801	S	Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam	0	0
9020164	S	Marker Lights: with small round base, Five cab roof mounted.	0	0
9030010	S	Turn Signal Lights: Mounted on fender	0	0
9039110	O	Turn Signal Flasher: Kysor solid state.	44	0
9058037	O	Switch & Wiring for Customer-installed Floodlight w/o electrical pass-through - 1st set. Wire coiled BOC/BOS.	105	0
9070138	S	Combination Stop, Tail, Turn & Backup Lights RH & LH.	0	0
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	103	4

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Data	Code	Description	\$ List	Weight
9090312	O	Body Builder Lighting Harness Coiled End Of Frame For Additional Customer Installed Exterior Lighting. Harness Includes Circuits for Additional Customer Installed Tail Lamps, Turn Lamps, Stop Lamps, and Marker Lamps.	76	0
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Breakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	34	0
Air Equipment				
9101210	S	Air Dryer: Bendix AD-IS heated.	0	0
Extended Warranty				
9200022	S	Medium-duty Warranty: 1-year/unlimited mi.	0	0
Miscellaneous				
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0	0
9490003	O	Additional lead time required for off highway & /or specialty component truck.	0	0
Paint				
9700000	O	Paint color number. N97020 A - L0006 WHITE N97200 FRAME N0001 BLACK	0	0
9943004	O	Bumper Unpainted	0	0
9943050	O	Day Cab Standard Paint	0	0
9944820	O	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

Total Weight

13/88

Prices and Specifications Subject to Change Without Notice.

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CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of a Resolution approving the release of redacted Executive Session Minutes per Section 2 (c) (21) of 5 ILCS 120.

RECOMMENDATION/MOTION: that Council adopts the Resolution approving the release of portions of certain Executive Session Minutes per Section 2 (c) (21) of 5 ILCS 120, and authorizes the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: The Open Meeting Act requires a semiannual review of approved Executive Session Minutes to determine whether a need for confidentiality still exists as to the City's past Executive Session Minutes. The determination on which minutes are going to be released and which minutes still require confidential treatment must be reported on in open session. Semi-annual review of minutes occurred during a Special Session Meeting on November 14, 2016, at which time, Council provided consensus to bring a resolution forward to approve the release of portions of various meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

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

David A. Hales
City Manager

Attachment:

- Schedule A and B

- Resolution

Motion: that Council adopts the Resolution approving the release of portions of certain Executive Session Minutes per Section 2 (c) (21) of 5 ILCS 120, and authorizes the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

**SCHEDULE A
TO BE RELEASED**

DATE	REASON
*June 11, 2012	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
June 11, 2012	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
*July 13, 2015	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*July 27, 2015	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*September 14, 2015	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*October 12, 2015	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*November 23, 2015	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*December 21, 2015	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*February 22, 2016	Section 2 (c)(21) of 5 ILCS 120- Review of Minutes
*April 11, 2016	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
*April 25, 2016	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement

***Denotes release with redactions, as a need for confidentiality still exists as to part of said minutes.**

**SCHEDULE B
TO BE RETAINED**

DATE	REASON
March 23, 2009	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
September 14, 2009	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
March 22, 2010	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
April 12, 2010	Section 2 (c)(2) of 5 ILCS 120-Collective Bargaining
	Section 2 (c)(11) of 5 ILCS 120- Litigation
May 10, 2010	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(11) of 5 ILCS 120- Litigation
May 24, 2010	Section 2 (c)(12) of 5 ILCS 120- Claim Settlement
June 14, 2010	Section 2 (c)(11) of 5 ILCS 120- Litigation
July 12, 2010	Section 2 (c)(11) of 5 ILCS 120- Litigation
	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
July 26, 2010	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(1) of 5 ILCS 120- Personnel
August 9, 2010	Section 2 (c)(1) of 5 ILCS 120- Personnel
	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(11) of 5 ILCS 120- Litigation
October 25, 2010	Section 2 (c)(2) of 5 ILCS 120-Collective Bargaining
December 13, 2010	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(11) of 5 ILCS 120- Litigation
January 10, 2011	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(6) of 5 ILCS 120- Sale of Real Estate
February 28, 2011	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
March 28, 2011	Section 2 (c)(11) of 5 ILCS 120- Litigation
	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(6) of 5 ILCS 120- Sale of Real Estate
April 11, 2011	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
April 25, 2011	Section 2 (c)(6) of 5 ILCS 120- Sale of Real Estate
August 22, 2011	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
September 12, 2011	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
September 26, 2011	Section 2 (c)(11) of 5 ILCS 120- Litigation
October 24, 2011	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
November 14, 2011	Section 2 (c)(11) of 5 ILCS 120- Litigation
November 28, 2011	Section 2 (c)(11) of 5 ILCS 120- Litigation
January 23, 2012	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
February 13, 2012	Section 2 (c)(11) of 5 ILCS 120- Litigation
March 26, 2012	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
May 14, 2012	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
June 11, 2012	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
June 25, 2012	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
July 23, 2012	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
August 13, 2012	Section 2 (c)(6) of 5 ILCS 120- Sale of Real Estate

September 10, 2012	Section 2 (c)(11) of 5 ILCS 120- Litigation
October 8, 2012	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
January 14, 2013	Section 2 (c)(11) of 5 ILCS 120- Litigation
	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
January 28, 2013	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
February 25, 2013	Section 2(c)(29) of 5 ILCS 120- Meet with external auditors Section 2(c)(2) of 5 ILCS 120- Collective Bargaining Section 2(c)(2) of 5 ILCS 120- Collective Bargaining
March 11, 2013	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
April 8, 2013	Section 2 (c)(21) of 5 ILCS 120- Review of Closed Session Section 2 (c)(1) of 5 ILCS 120- Personnel
June 10, 2013	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
June 24, 2013	Section 2 (c)(11) of 5 ILCS 120- Litigation
October 28, 2013	Section 2(c)(1) of 5 ILCS 120- Personnel
November 12, 2013	Section 2(c)(1) of 5 ILCS 120- Personnel Section 2(c)(5) of 5 ILCS 120- Purchase or lease of Real Estate
November 15, 2013	Section 2 (c)(1) of 5 ILCS 120- Personnel
December 9, 2013	Section 2(c)(11) of 5 ILCS 120- Potential Litigation Section 2(c)(1) of 5 ILCS 120- Personnel
December 16, 2013	Section 2(c)(11) of 5 ILCS 120- Potential Litigation Section 2(c)(1) of 5 ILCS 120- Personnel
January 27, 2014	Section 2(c)(2) of 5 ILCS 120- Collective Bargaining
February 10, 2014	Section 2(c)(21) of 5 ILCS 120- Review Closed Session Minutes Section 2(c)(2) of 5 ILCS 120- Collective Bargaining Section 2(c)(21) of 5 ILCS 120-Review Closed Session Minutes
March 24, 2014	Section 2(c)(2) of 5 ILCS 120- Collective Bargaining Section 2(c)(21) of 5 ILCS 120- Review Closed Session Minutes
April 7, 2014	Section 2(c)(11) of 5 ILCS 120- Litigation
April 21, 2014	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
May 12, 2014	Section 2 (c)(21) of 5 ILCS 120- Review of Closed Session
May 27, 2014	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
June 9, 2014	Section 2 (c)(11) of 5 ILCS 120- Litigation
	Section 2 (c)(1) of 5 ILCS 120- Personnel
June 23, 2014	Section 2(c)(11) of 5 ILCS 120- Litigation Section 2(c)(2) of 5 ILCS 120- Collective Bargaining
July 7, 2014	Section 2(c)(1) of 5 ILCS 120- Personnel
July 14, 2014	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
July 28, 2014	Section 2(c)(1) of 5 ILCS 120- Personnel Section 2(c)(11) of 5 ILCS 120- Litigation Section 2(c)(5) of 5 ILCS 120- Purchase or Lease of Real Estate
August 11, 2014	Section 2(c)(5) of 5 ILCS 120- Purchase or Lease of Real Estate
August 25, 2014	Section 2 (c)(1) of 5 ILCS 120- Personnel

September 8, 2014	Section 2 (c)(11) of 5 ILCS 120- Litigation
September 15, 2014	Section 2 (c)(11) of 5 ILCS 120- Litigation
October 13, 2014	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate Section 2 (c)(11) of 5 ILCS 120- Litigation Section 2 (c)(11) of 5 ILCS 120- Litigation Section 2 (c)(11) of 5 ILCS 120- Litigation Section 2 (c)(11) of 5 ILCS 120- Litigation
October 27, 2014	Section 2 (c)(5) of 5 ILCS 120- Collective Bargaining Section 2 (c)(21) of 5 ILCS 120- Review of Closed Session
November 10, 2014	Section 2 (c)(21) of 5 ILCS 120- Review of Closed Session
	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
	Section 2 (c)(11) of 5 ILCS 120- Litigation
December 8, 2014	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(1) of 5 ILCS 120- Personnel
December 15, 2014	Section 2 (c)(1) of 5 ILCS 120- Personnel
	Section 2 (c)(11) of 5 ILCS 120- Litigation
January 12, 2015	Section 2 (c)(11) of 5 ILCS 120- Litigation
	Section 2 (c)(1) of 5 ILCS 120- Personnel
February 9, 2015	Section 2 (c)(11) of 5 ILCS 120- Litigation
February 23, 2015	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining
	Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate
March 9, 2015	Section 2 (c)(11) of 5 ILCS 120- Litigation
March 16, 2015	Section 2 (c)(1) of 5 ILCS 120- Personnel
March 23, 2015	Section 2 (c)(11) of 5 ILCS 120- Litigation
April 13, 2015	Section 2(c)(11) of 5 ILCS 120- Pending Litigation Section 2 (c)(5) of 5 ILCS 120- Purchase of Real Estate Section 2 (c)(21) of 5 ILCS 120- Review of Closed Session Section 2 (c)(1) of 5 ILCS 120- Personnel
April 27, 2015	Section 2(c)(11) of 5 ILCS 120- Litigation Section 2(c)(21) of 5 ILCS 120- Review of Minutes
May 11, 2015	Section 2(c)(11) of 5 ILCS 120- Litigation Section 2(c)(1) of 5 ILCS 120- Personnel
May 26, 2015	Section 2(c)(11) of 5 ILCS 120- Litigation Section 2(c)(2) of 5 ILCS 120- Collective Bargaining
June 22, 2015	Section 2(c) (29) of 5 ILCS 120- Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. Section 2 c(11) of 5 ILCS 120- Litigation
July 20, 2015	Section 2 (c)(11) of 5 ILCS 120- Litigation
July 27, 2015	Section 2(c) (2) of 5 ILCS 120- Collective Bargaining Section 2(c) (29) of 5 ILCS 120- Internal Audit
August 10, 2015	Section 2(c) (5) of 5 ILCS Land Acquisition

August 17, 2015	Section 2 (c)(29) of 5 ILCS 120- Internal Audit
August 24, 2015	Section 2 (c)(2) of 5 ILCS 120- Collective Bargaining Section 2 (c)(16) of 5 ILCS 120- Self-Evaluation of practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member.
September 12, 2015	Section 2(c)(16) of 5 ILCS 120- Self-Evaluation of practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member.
September 14, 2015	Section 2 (c)(11) of 5 ILCS 120- Pending Litigation Section 2 (c)(5) of 5 ILCS 120- Land Acquisition
September 28, 2015	Section 2(c) (11) of 5 ILCS 120- Probable Litigation Section 2(c) (11) of 5 ILCS 120- Pending Litigation
October 12, 2015	Section 2(c) (2) of 5 ILCS 120- Collective Bargaining Section 2(c) (11) of 5 ILCS 120- Pending Litigation Section 2(c) (5) of 5 ILCS 120- Land Purchase
October 19, 2015	Section 2(c)(11) of 5 ILCS 120- Pending Litigation
November 9, 2015	Section 2 (c) (11) of 5 ILCS 120, Pending Litigation Section 2 (c) (29) of 5 ILCS 120, Internal Audit
November 23, 2015	Section 2 (c) (1) of 5 ILCS 120, Personnel Section 2 (c) (29) of 5 ILCS 120, Internal Audit Section 2 (c) (11) of 5 ILCS 120, Pending Litigation Section 2(c) (5) of 5 ILCS 120, Land Acquisition
December 21, 2015	Section 2(c) (21) of 5 ILCS 120, Review of Minutes
January 11, 2016	Section 2(c)(1) of 5 ILCS 120, Personnel Section 2 (c) (11) of 5 ILCS 120, Pending Litigation
January 25, 2016	Section 2 (c) (11) of 5 ILCS 120, Pending Litigation Section 2 (c) (11) of 5 ILCS 120, Pending Litigation Section 2(c)(5) of 5 ILCS 120, Purchase or Lease of Real Estate Section 2(c)(6) of 5 ILCS 120, Sale or Lease of Real Estate
February 8, 2016	Section 2(c) (21) of 5 ILCS 120, Review of Minutes Section 2 (c) (11) of 5 ILCS 120, Collective Bargaining Section 2 (c) (8) of 5 ILCS 120, Security Measures Section 2(c) (1) of 5 ILCS 120, Personnel
February 22, 2016	Section 2(c) (11) of 5 ILCS 120, Litigation Section 2(c) (5) of 5 ILCS 120, Purchase/Lease of Real Estate
March 14, 2016	Section 2(c) (1) of 5 ILCS 120, Personnel
March 21, 2016	Section 2(c) (1) of 5 ILCS 120/2, Ch. 102, Personnel
March 28, 2016	Section 2(c) (1) of 5 ILCS 120/2, Ch. 102, Personnel
April 11, 2016	Section 2 (c) (1) of 5 ILCS 120/1, Personnel
April 18, 2016	Section 2(c) (1) of 5 ILCS 120/1, Ch. 102, Personnel Section 2(c)(2) of 5 ILCS 120/2, Ch. 102, Collective Bargain
June 13, 2016	Section 2(c) (12) of 5 ILCS 120/2, Ch. 102, Claims
July 11, 2016	Section 2 (c) (11) of 5 ILCS 120/2, Ch. 102, Litigation Section 2(c) (5) of 5 ILCS 120/2, Ch. 102, Purchase/Lease Property

August 8, 2016	Section 2(c) (21) of 5 ILCS 120/2, Review of Minutes Section 2(c) (2) of 5 ILCS 120/2, Collective Bargaining
August 22, 2016	Section 2(c) (21) of 5 ILCS 120/2, Review of Minutes Section 2(c) (21) of 5 ILCS 120/2, Review of Minutes Section 2(c) (5) of 5 ILCS 120/2, Purchase or Lease of Real Estate
September 12, 2016	Section 2(c) (21) of 5 ILCS 120/2, Review of Minutes Section 2(c) (11) of 5 ILCS 120/2, Probable Litigation Section 2(c) (11) of 5 ILCS 120/2, Potential Litigation Section 2(c) (1) of 5 ILCS 120/2, Personnel
September 26, 2016	Section 2(c) (12) of 5 ILCS 120/2 – Claims Settlement Section 2(c) (11) of 5 ILCS 120/2 – Potential Litigation
October 10, 2016	Section 2(c)(5) of 5 ILCS 120/2 – Purchase/Lease of Real Estate
October 24, 2016	Section 2(c)(11) of 5 ILCS 120/2 – Probable Litigation Section 2(c)(21) of 5 ILCS 120/2 – Review Close Session Minutes

RESOLUTION NO. 2016 - ____

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

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

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

WHEREAS, the City Council has determined that portions of the minutes of the meetings listed on Schedule A, attached hereto, no longer require confidential treatment and should be made available for public inspection and that the redacted portions of said meeting minutes still have a need for confidential treatment and should not be released; and

WHEREAS, the City Council has further determined that a need for confidentiality still exists as to the Executive Session Minutes from the meetings set forth on Schedule B, attached hereto and incorporated by reference; and

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

Section 1. The Executive Session Minutes from those meetings set forth on Schedule A, attached hereto and incorporated by reference, are released in part with the confidential information redacted. The preamble to this Resolution is incorporated into the body of this resolution.

Section 2. The City Clerk is hereby authorized and directed to make those released portions of the minutes from those meetings listed in Schedule A available for inspection and copying in accordance with the Open Meetings Act and standing procedures of the Clerk's Office.

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

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

ADOPTED this 28th day of November, 2016.

APPROVED this ____ day of November, 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of an Ordinance extending the City's Regulation of Transportation Network Companies and Their Drivers.

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

STRATEGIC PLAN LINK: 3. Grow the Local Economy and 5. Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: 3a. Retention and growth of current local businesses and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The City of Bloomington regulates taxicabs, downtown shuttles and Transportation Network Company (TNC) vehicles in Bloomington-Normal pursuant to an Intergovernmental Agreement with the Town of Normal. The purpose of the regulation is to have a transportation network that is safe, reliable, affordable and accessible. Last year, the Council adopted an ordinance regulating Transportation Network Companies, TNC drivers and their vehicles on a pilot project basis. In May of this year, the pilot program was extended through December 31. The proposed ordinance deletes the sunset clause in the ordinance and provides for TNC regulation to continue past December 31 of this year. This will extend the protections provided by the ordinance.

The City's regulation of TNC addresses concerns raised by gaps in the Transportation Network Providers Act, the state law that regulates transportation network companies. Specifically, the state law provides no mechanism for monitoring whether a TNC or its drivers are complying with their obligations under the law. Moreover, in the event companies or drivers fail to comply with the law, state law provides no sanctions, consequences or penalties.

Briefly stated, the City's TNC regulation does the following:

1. requires that each TNC and each TNC driver operating in Bloomington-Normal comply with the provisions of the Transportation Network Providers Act and provides for penalties if they do not;
2. requires licensing of transportation network companies;
3. Provides that licenses may be revoked or suspended if the company does not perform its obligations under the law; and

4. provides the City with an ability to audit TNCs to ensure they are obtaining criminal background checks from their drivers, requiring vehicles to be safety checked and providing the insurance required by law.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal staff; Uber Illinois.

FINANCIAL IMPACT: The annual cost for a Transportation Network Company certificate is \$3,000.00.

Respectfully submitted for Council consideration.

Prepared by: George Boyle, Assistant Corporation Counsel

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance

Motion: that the Ordinance be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2016 -

AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 40, ARTICLE XII PERTAINING TO TRANSPORTATION
NETWORK COMPANIES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois (additions are indicated by underlining; deletions are indicated by strikeouts):

SECTION 1. That Bloomington City Code Chapter 40, Article XII shall be amended by removing Section 1216 in its entirety:

~~Chapter 40 : Section 1216 : Sunset Provision:~~

~~The provisions of this Article XII shall be effective upon passage and as provided by law and shall thereafter sunset, be repealed and no longer be effective as of January 1, 2017. (Ordinance No. 2016-37)~~

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

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

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

SECTION 5. This Ordinance shall take effect ten (10) days after approval and publication.

PASSED this _____ day of _____, 2016.

APPROVED this _____ day of _____, 2016.

CITY OF BLOOMINGTON:

Tari Renner, Mayor

ATTEST:

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporate Counsel



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of an Ordinance approving a Petition from Greyhound Properties, LLC, for an Expedited Final Plat for Morrissey Crossing Subdivision, located South of Veterans Parkway and West of Morrissey Drive, and rescinding Ordinance No. 2013-83 and Ordinance No. 2016-40.

RECOMMENDATION/MOTION: that the Ordinance be approved for the Expedited Final Plat for Morrissey Crossing, rescinding Ordinance No. 2013-83, and rescinding Ordinance No. 2016-40, and that the Mayor and City Clerk be authorized to sign the necessary documents.

STRATEGIC PLAN LINK: Goal 3: Grow the Local Economy

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

BACKGROUND:

This final plat consists of three lots in the area formerly known as Brandtville. The subject plat subdivides the land into three lots. The plat also dedicates easements for several existing City owned and maintained utilities that heretofore may not have had formal easements. This area is currently zoned B-1. There is no Preliminary Plan for this area. There are no public improvements proposed or required at this time. As such, there are no tap-on fees or sureties required. The proposed three lot subdivision falls under the rules for expedited Final Plats and therefore a Preliminary Plan is not required.

There is existing commercial development on lots 1 and 2. Lots 1 and 2 currently have a partial fee in lieu of detention provided. City Code compliant stormwater detention shall be provided for each of the three lots on the final plat at time of development where not covered by a previous fee in lieu of detention.

The City Council approved a similar three lot final plat for this area on October 28, 2013. The City Council also approved a similar two lot final plat for this area on May 9, 2016. Neither plat was recorded by the Petitioner, presumably because the Petitioner's vision for the property had changed. This Ordinance rescinds Ordinance NOS. 2016-40 and 2013-83, which had approved the previous final plats.

As with the previous final plats, the instant Petition and plat conform to the expedited final plat procedure set forth in Chapter 24, Section 3.5.6 of the Bloomington City Code.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Greyhound Properties, LLC.

FINANCIAL IMPACT: None. All survey and plat costs were paid by Greyhound Properties, LLC.

Respectfully submitted for Council consideration.

Prepared by: Anthony J. Meizelis P.E., Civil Engineer I

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

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

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

Recommended by:



David A. Hales
City Manager

Attachments:

- Attachment 1 - Petition
- Attachment 2 - Ordinance
- Attachment 3 - Exhibit A: Legal Description
- Attachment 4 - School District Certificate
- Attachment 5 - County Clerk's Certificate
- Attachment 6 - Owner's Certificate
- Attachment 7 - Drainage Statement
- Attachment 8 - Final Plat Checklist
- Attachment 9 - Council Map and Final Plat
- Attachment 10 - Tap on memo
- Attachment 11 – Request for waiver of Preliminary Plan

Motion: that the Ordinance be approved for the Expedited Final Plat for Morrissey Crossing, rescinding Ordinance No. 2013-83, and rescinding Ordinance No. 2016-40, and that the Mayor and City Clerk be authorized to sign the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			

Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

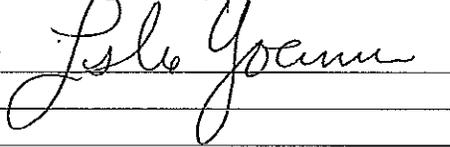
Now come Greyhound Properties LLC, an Illinois Partnership, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference.
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Morrissey Crossing, which Final Plat is attached hereto and made a part hereof;

WHEREFORE, your petitioner respectfully prays that said Final Plat for Morrissey Crossing subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By



ORDINANCE NO. _____

AN ORDINANCE RESCINDING TWO PRIOR FINAL PLATS AND APPROVING THE FINAL PLAT OF MORRISSEY CROSSING

WHEREAS, a final plat of the subject property legally described in Exhibit A, attached hereto and made a part hereof by this reference was approved by the City Council on May 9, 2016 as Ordinance Number 2016-40; and

WHEREAS, a final plat of the subject property legally described in Exhibit A, attached hereto and made a part hereof by this reference was approved by the City Council on October 28, 2013 as Ordinance Number 2013-83; and

WHEREAS, said final plats were never recorded; and

WHEREAS, a Petition for final plat for Morrissey Crossing, dated October 21, 2016, has been filed with the City Clerk and said Petition requests no exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended except for waiver of a preliminary plan; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code; and

WHEREAS, a written request was made on behalf of the Petitioner to waive the requirement for a preliminary plan and to utilize the expedited final plat process set forth in Chapter 24, Section 3.5.6 of the Bloomington City Code;

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

1. That Ordinance No. 2013 - 83 approved by Council on October 28, 2013 is hereby rescinded;
2. That Ordinance No. 2016 - 40 approved by Council on May 9, 2016 is hereby rescinded;
3. That the Final Plat of Morrissey Crossing, dated October 21, 2016, is hereby approved;
4. That this Ordinance shall be in full force and effective as of the date of its passage and approval.

PASSED THIS 14th DAY OF NOVEMBER 2016.

APPROVED THIS ___ DAY OF NOVEMBER 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporate Counsel

"Exhibit A"

Description of Property

Lot 1 in Arthur Brandt Subdivision in the City of Bloomington, according to the Plat thereof recorded June 15, 1987 as Document No. 87-11834, EXCEPT (1) the following described real estate: Beginning at the South West corner of said Lot 1; thence East 865.79 feet along the south line of said Lot 1 to the South East corner thereof, said Corner being also the South West corner of Lot 2 in said Subdivision; thence North 503.19 feet along the West line of said Lot 2 which forms an angle to the right of 90 degrees 06 minutes with the last described course to the North West corner of said Lot 2; thence East 433.62 feet along the North line of said Lot 2 which forms an angle to the right of 269 degrees 54 minutes with the last described course to the West Right-of-Way line of S.B.I. Route 39 (marked U.S. Route 150); thence North West 52.73 feet along said West Right-of-Way Line which forms an angle to the right of 71 degrees 30 minutes with the last described course; thence West 910 feet along a line which forms an angle to the right of 108 degrees 30 minutes with the last described course; thence North West 163.10 feet along a line which forms an angle to the right of 249 degrees 14 minutes with the last described course; thence West 314.44 feet along a line which forms an angle to the right of 110 degrees 22 minutes with the last described course to the West line of said Lot 1; thence South 703.05 feet along the West line of said Lot 1 which forms an angle to the right of 90 degrees 30 minutes with the last described course to the Point of Beginning, ALSO EXCEPT (2) That part conveyed to The State Illinois, Department of Transportation by Warranty Deed recorded January 16, 1992 as Document No. 92-1183; ALSO EXCEPT (3) A part of Lot 1 in the Arthur Brandt Subdivision more particularly described as follows: Commencing at the Northeast corner of Lot 2 in the Arthur Brandt Subdivision (at the New Right-of-Way line of S.B.I. 39 & F.A.U. U.S. 150); thence North 20 degrees 00 minutes 00 seconds West, 52.81 feet along the Westerly Right-of-Way line of S.B.I. 39 & F.A.U. 6406. U.S. 150 to the Point of Beginning; thence, North 20 degrees 00 minutes 00 seconds West, 12.62 feet along the Westerly Right-of-Way of S.B.I. 39 and F.A.U. 6404. U.S. 150; thence, South 89 degrees 55 minutes 08 seconds West, 846.41 feet; thence, North 01 degrees 23 minutes 44 seconds West, 120.17 feet; thence South 88 degrees 06 minutes 27 seconds West, 96.65 feet; thence South 22 degrees 19 minutes 42 seconds East, 163.12 feet; thence North 88 degrees 29 minutes 53 seconds East, 888.89 feet to the Point of Beginning, ALSO EXCEPT (4) Commencing at the Northwest corner of the Northeast 1/4 of said Section 15; thence South 88 degrees 35 minutes 29 seconds West, 369.34 feet to the Point of Beginning; thence South 88 degrees 35 minutes 29 seconds West 160.00 feet; thence South 01 degrees 16 minutes 56 seconds East, 762.58 feet; thence North 88 degrees 06 minutes

27 seconds East, 200.01 feet; thence North 01 degree 16 minutes 56 seconds West, 365.96 feet; thence south 88 degrees 43 minutes 04 seconds West, 40.00 feet; thence North 01 degree 16 minutes 56 seconds West, 394.74 feet to the Point of Beginning, Also EXCEPTING therefrom (5) that part conveyed in Deed recorded December 26, 2008 as Document No. 2008-33227, Also EXCEPT (6) that portion used for S.B.I. Route 39 (U.S. Route 150) in McLean County, Illinois.

This property is part of P.I.N. 21-15-126-020, 21-15-126-021, 21-15-201-020, 21-15-201-023, 21-15-201-026, 21-15-201-028, 21-15-201-029, 21-15-201-030, 21-15-201-031 and 21-15-201-042.

SCHOOL DISTRICT CERTIFICATE

This is to certify that Greyhound Properties LLC, an Illinois Partnership, as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Morrissey Crossing, to the best of my knowledge, is located within the boundaries of Community Unit School District #87 and Community Unit School District #5 in McLean County, Illinois.

Dated this 25th day of October, 2016.



Owner/Developer

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 30 day of AUGUST, 2016, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael

County Clerk, McLean County, Illinois

21-15-126-020
21-15-126-021
21-15-201-020
21-15-201-023
21-15-201-026
21-15-201-028
21-15-201-029
21-15-201-030
21-15-201-031
21-15-201-042

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of Morrissey Crossing in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Morrissey Crossing" Subdivision in the City of Bloomington, McLean County, Illinois as laid off in lots by Brent Bazan Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington easements for general utility purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 25th day of October, 2016.

Lestie Youm
Owner/Developer

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

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

Given under my hand and notarial seal this 25th day of October, 2016.

Patti A. Gregory
Notary Public

My commission expires 4.27.2019.

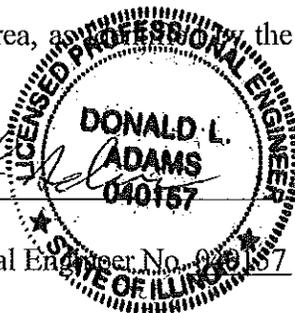


DRAINAGE STATEMENT

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

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

Donald L. Adams



Registered Professional Engineer No. 040167

OWNERS:

BY: *Leslie Gamm*



MORRISSEY CROSSING SUBDIVISION - FINAL PLAT CHECKLIST

Date Prepared: 10/31/2016

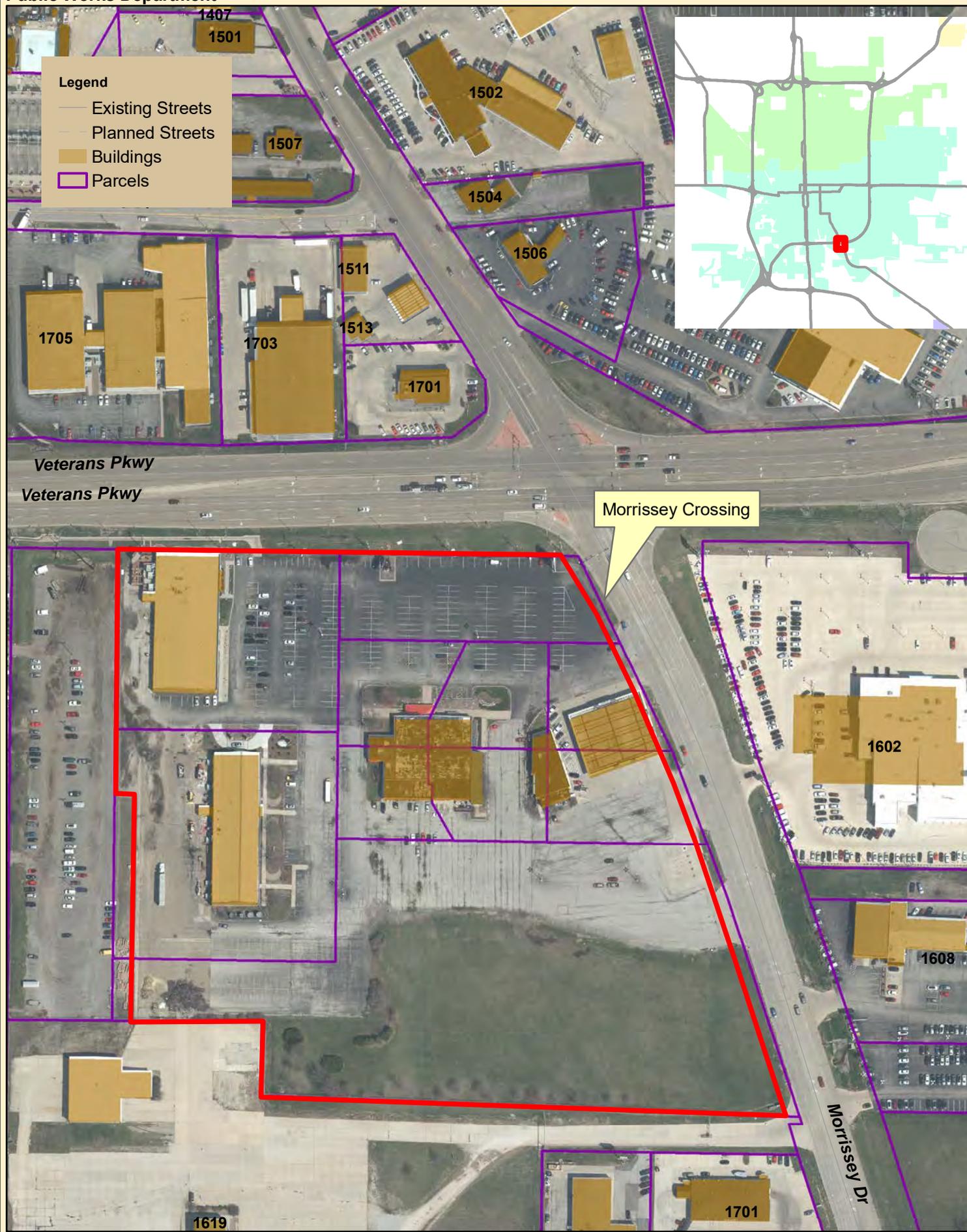
Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	N/A
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township,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

Morrissey Crossing



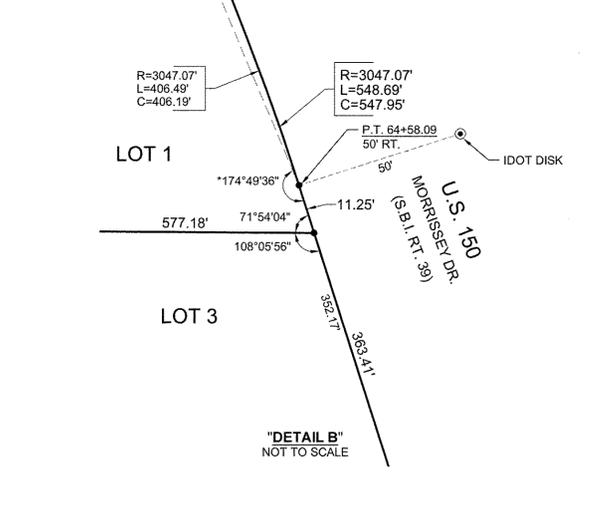
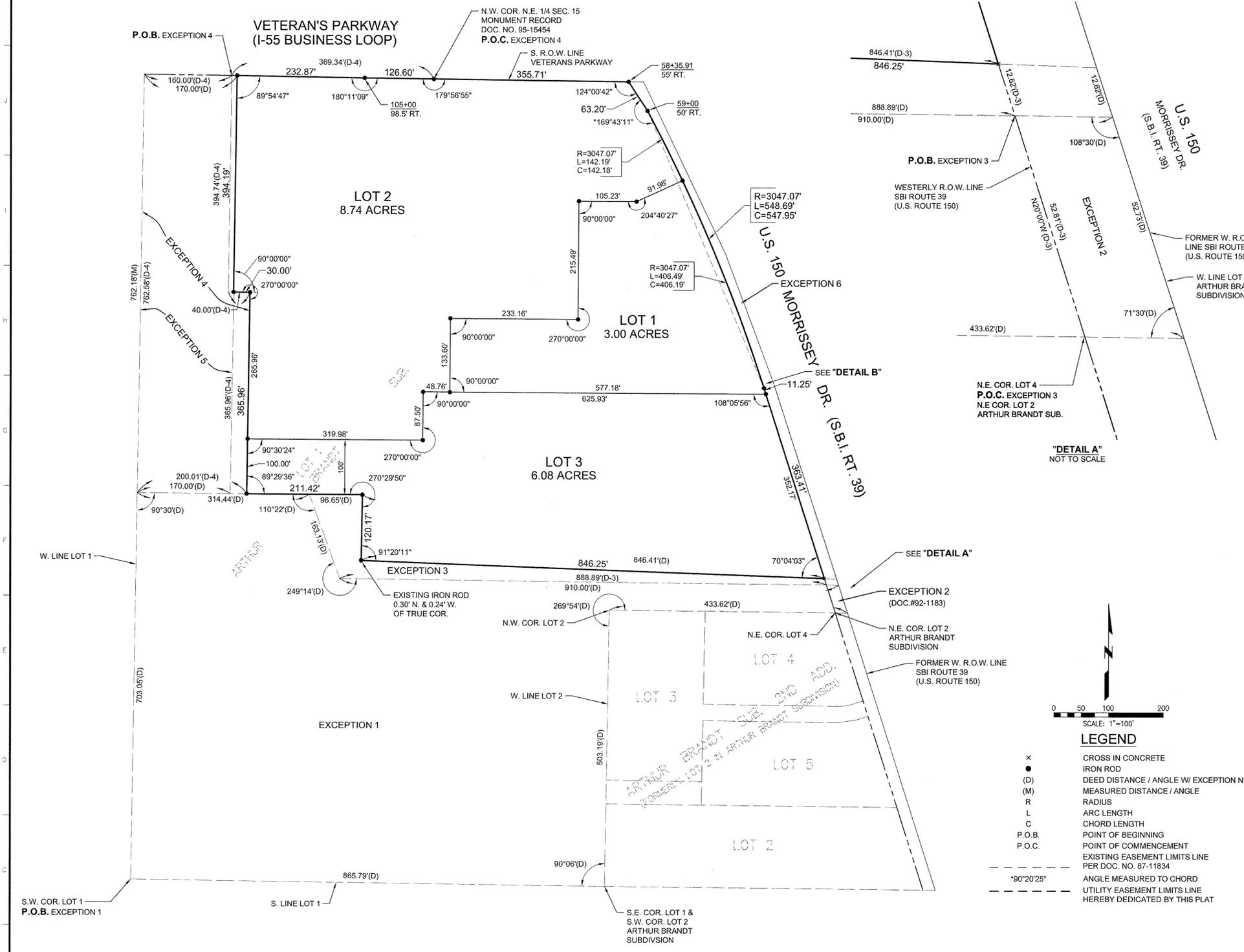
Public Works Department

DATE 04/25/16



MORRISSEY CROSSING

PART OF NE & NW 1/4 SEC 15, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



SURVEYOR'S DECLARATION

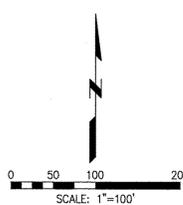
The following described property has been surveyed and platted under my direction:

Lot 1 in Arthur Brandt Subdivision in the City of Bloomington, according to the Plat thereof recorded June 15, 1987 as Document No. 87-11834, EXCEPT (1) the following described real estate: Beginning at the South West corner of said Lot 1; thence East 865.79 feet along the south line of said Lot 1 to the South East corner thereof; said Corner being also the South West corner of Lot 2 in said Subdivision; thence North 503.19 feet along the West line of said Lot 2 which forms an angle to the right of 90 degrees 06 minutes with the last described course to the North West corner of said Lot 2; thence East 433.62 feet along the North line of said Lot 2 which forms an angle to the right of 269 degrees 54 minutes with the last described course to the West Right-of-Way line of S.B.I. Route 39 (marked U.S. Route 150); thence North West 52.73 feet along said West Right-of-Way Line which forms an angle to the right of 71 degrees 30 minutes with the last described course; thence West 910 feet along a line which forms an angle to the right of 108 degrees 30 minutes with the last described course; thence North West 163.10 feet along a line which forms an angle to the right of 249 degrees 14 minutes with the last described course; thence West 314.44 feet along a line which forms an angle to the right of 110 degrees 22 minutes with the last described course to the West line of said Lot 1; thence South 703.05 feet along the West line of said Lot 1 which forms an angle to the right of 90 degrees 30 minutes with the last described course to the Point of Beginning, ALSO EXCEPT (2) That part conveyed to The State Illinois, Department of Transportation by Warranty Deed recorded January 16, 1992 as Document No. 92-1183; ALSO EXCEPT (3) A part of Lot 1 in the Arthur Brandt Subdivision more particularly described as follows: Commencing at the Northeast corner of Lot 2 in the Arthur Brandt Subdivision (at the New Right-of-Way line of S.B.I. 39 & F.A.U. U.S. 150); thence North 20 degrees 00 minutes 00 seconds West, 52.81 feet along the Westerly Right-of-Way line of S.B.I. 39 & F.A.U. 6408, U.S. 150 to the Point of Beginning; thence North 20 degrees 00 minutes 00 seconds West, 12.62 feet along the Westerly Right-of-Way of S.B.I. 39 and F.A.U. 6404, U.S. 150; thence South 89 degrees 55 minutes 08 seconds West, 846.41 feet; thence North 01 degrees 23 minutes 44 seconds West, 120.17 feet; thence South 88 degrees 06 minutes 27 seconds West, 96.65 feet; thence South 22 degrees 19 minutes 42 seconds East, 163.12 feet; thence North 88 degrees 29 minutes 53 seconds East, 888.89 feet to the Point of Beginning, ALSO EXCEPT (4) Commencing at the Northwest corner of the Northeast 1/4 of said Section 15; thence South 88 degrees 35 minutes 29 seconds West, 369.34 feet to the Point of Beginning; thence South 88 degrees 35 minutes 29 seconds West 160.00 feet; thence South 01 degrees 16 minutes 56 seconds East, 762.58 feet; thence North 88 degrees 06 minutes 27 seconds East, 200.01 feet; thence North 01 degree 16 minutes 56 seconds West, 365.96 feet; thence south 88 degrees 43 minutes 04 seconds West, 40.00 feet; thence North 01 degree 16 minutes 56 seconds West, 394.74 feet to the Point of Beginning, ALSO EXCEPTING therefrom (5) that part conveyed in Deed recorded December 26, 2008 as Document No. 2008-33227, ALSO EXCEPT (6) that portion used for S.B.I. Route 39 (U.S. Route 150) in McLean County, Illinois.

This property has been subdivided into 3 lots, numbered 1 through 3, inclusive and the easements as shown. Said Subdivision is to be known as "Morrissey Crossing" in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Areas determined to be outside 500-year floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0510 E, dated July 16, 2008.

Witness my hand and seal this 14th day of November, 2016.



LEGEND

- CROSS IN CONCRETE
- IRON ROD
- (D) DEED DISTANCE / ANGLE W/ EXCEPTION NUMBER
- (M) MEASURED DISTANCE / ANGLE
- R RADIUS
- L ARC LENGTH
- C CHORD LENGTH
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- EXISTING EASEMENT LIMITS LINE PER DOC. NO. 87-11834
- *90°20'25" ANGLE MEASURED TO CHORD UTILITY EASEMENT LIMITS LINE HEREBY DEDICATED BY THIS PLAT

FARNSWORTH GROUP, INC
2709 MCGRAW DRIVE
BLOOMINGTON, IL 61704

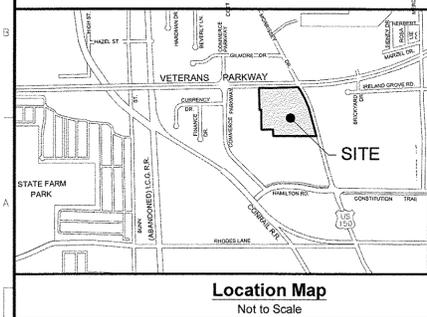
By: *Brent A. Bazan*
Brent A. Bazan
Professional Land Surveyor No. 3715

DATE: 11-14-16
EXP. DATE: 11-30-2018
DESIGN FIRM REGISTRATION NO. 184-001856

NOTES:

- Dimensions shown along curved lot lines are chord distances.
- Lot lines extending from curved street lines are radial unless noted otherwise.
- This property is part of P.I.N. 21-15-126-020, 21-15-126-021, 21-15-201-020, 21-15-201-023, 21-15-201-026, 21-15-201-028, 21-15-201-029, 21-15-201-030, 21-15-201-031, 21-15-201-042

SEE SHEET 2 FOR EASEMENTS



CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Morrissey Crossing", presented, passed and approved at a regular meeting of said City Council, held on the _____ Day of _____, 2016, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2016.

City Clerk

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City Code.

Dated at Bloomington, Illinois, this _____ day of _____, 2016.

City Engineer
Bloomington, Illinois



Farnsworth GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

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

ISSUE:

#	Date:	Description:
1	08/16/13	REVISED TO INCLUDE LOT 2
2	10/02/13	ADDED UTILITY EASEMENTS
3	02/29/16	REVISED TO 1 & 2. Removed Lot 3
4	08/26/16	ADDED LOT 3. REVISED LOTS 1 & 2
5	10/21/16	REVISED EASEMENTS
6	11/14/16	ADDED PRIVATE WATERMAIN EASEMENT LABEL

PROJECT:

MORRISSEY CROSSING

BLOOMINGTON, ILLINOIS

Date: 8-26-16

Design/Drawn: DJM

Reviewed:

Book No.: Field:

Project No.: 0130327.00

SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

1

MORRISSEY CROSSING

PART OF NE & NW 1/4 SEC 15, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



Farnsworth
GROUP

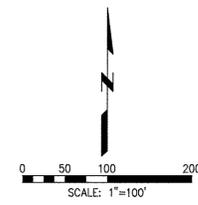
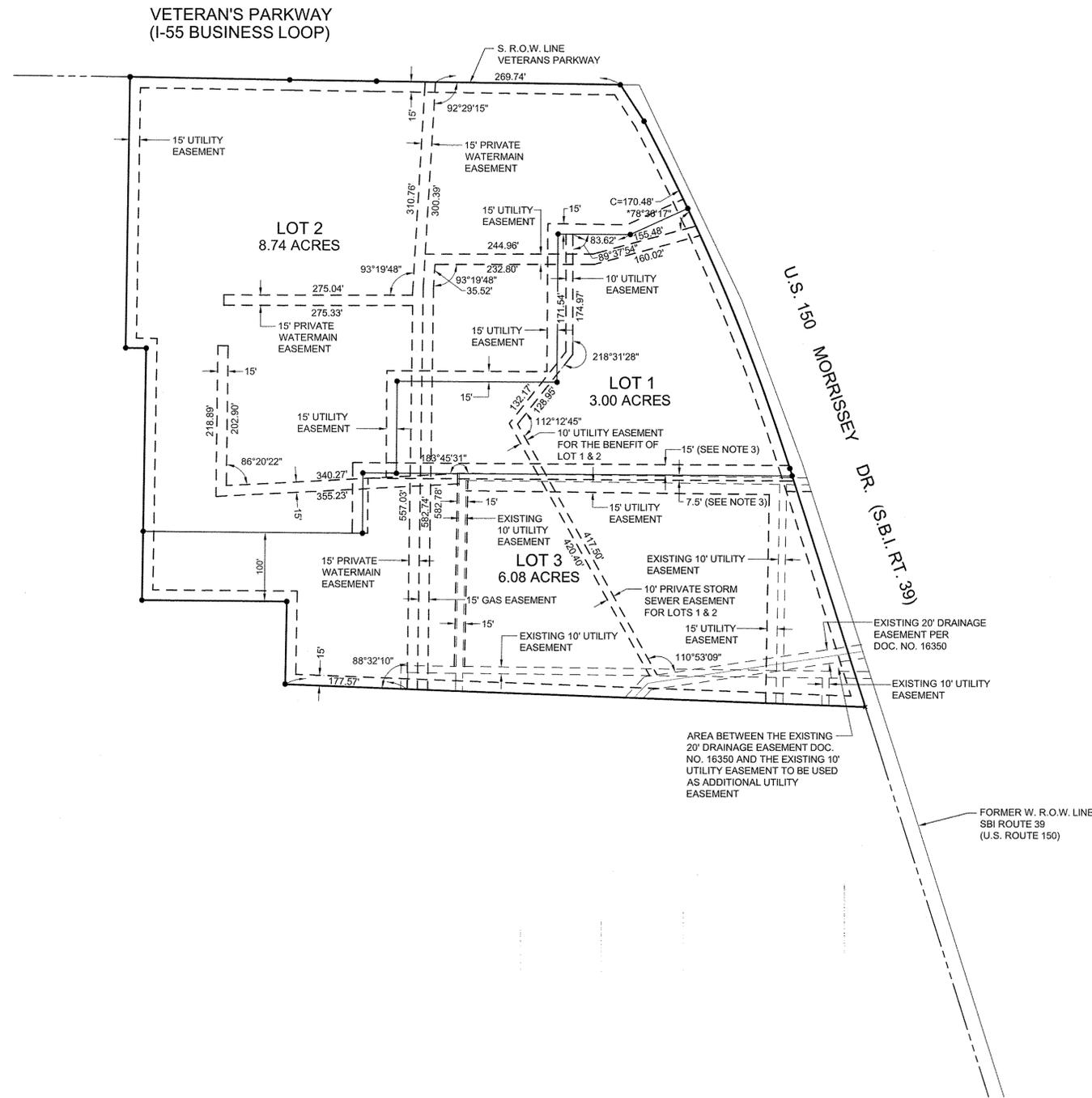
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com

Engineers | Architects | Surveyors | Scientists

ISSUE:

#	Date:	Description:
1	08/16/13	REVISED TO INCLUDE LOT 2
2	10/02/13	ADDED UTILITY EASEMENTS
3	02/29/16	REVISED TO 1 & 2. Removed Lot 3
4	08/28/16	ADDED LOT 3 REVISED LOTS 1 & 2
5	10/21/16	REVISED EASEMENTS
6	11/14/16	ADDED PRIVATE WATERMAIN EASEMENT LABEL



- LEGEND**
- x CROSS IN CONCRETE
 - IRON ROD
 - (D) DEED DISTANCE / ANGLE W/ EXCEPTION NUMBER
 - (M) MEASURED DISTANCE / ANGLE
 - R RADIUS
 - L ARC LENGTH
 - C CHORD LENGTH
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - - - - - EXISTING EASEMENT LIMITS LINE PER DOC. NO. 87-11834
 - *90°20'25" ANGLE MEASURED TO CHORD
 - - - - - UTILITY EASEMENT LIMITS LINE

NOTES:

- Existing utility easements are shown according to the Plat of Arthur Brandt Subdivision recorded as Document No. 87-11834
- No access to this property is permitted from Veteran's Parkway.
- Private Storm Sewer Easement for the benefit of Lots 1 & 2. Storm Sewer to be maintained by the Owner of Lot 3

AREA BETWEEN THE EXISTING 20' DRAINAGE EASEMENT DOC. NO. 16350 AND THE EXISTING 10' UTILITY EASEMENT TO BE USED AS ADDITIONAL UTILITY EASEMENT

FORMER W. R.O.W. LINE
SBI ROUTE 39
(U.S. ROUTE 150)

PROJECT:

MORRISSEY CROSSING

BLOOMINGTON, ILLINOIS

Date: 8-26-16

Design/Drawn: DJM

Reviewed:

Book No.: Field:

Project No.: 0130327.00

SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

2

I:\matt\1_P\Survey\MCLEAN\COMBINATION\15-41\0130327.00 - Morrissey Crossing Boundary\15-41\0130327.00 - Morrissey Crossing Boundary.dwg | 10/21/2016 1:19 PM |

MEMORANDUM

October 31, 2016
TO: Cherry Lawson, City Clerk
FROM: Tony Meizelis, Engineering Division Public Works
RE: Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer for **Morrissey Crossing Subdivision**.

A: Tap-On Fees:

No tap on fees are required, as the subdivision is served by existing public improvements

B: Performance Guarantee:

No public improvements are proposed for this subdivision; No performance guarantee required.

C: Bond for adjacent substandard street improvement:

There are no pending public improvements adjacent to this subdivision; No adjacent substandard street improvement bond required.

D: Detention Requirements:

Storm water detention in compliance with City Code shall be provided for all development within this subdivision occurring in areas not already covered by existing detention or fees paid in lieu of detention.

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Patti-Lynn Silva, Finance



2709 McGraw Drive
Bloomington, Illinois 61704
p 309.663.8435 f 309.663.1571

www.f-w.com | www.greennavigation.com

November 1, 2016

Ms. Renee Gooderham Records and Information Manager
Bloomington City Clerk
Bloomington City Hall
109 E. Olive Street
Bloomington, IL 61704

Subject: Morrissey Crossing
Request for Waiver of Preliminary Plan

The Developer respectfully requests a waiver of the preliminary plan, submission, review, and approval process pursuant to Chapter 24, Sec. 3.5.6(b)(1) of the Bloomington City Code. The reason is in order to qualify for the expedited final plat process. Morrissey Crossing divides property in the Northeast Quarter and Northwest Quarter of Section 15 into 3 lots. These new lots are to be used as part of a redevelopment project.

Very truly yours,

FARNSWORTH GROUP, INC.

A handwritten signature in black ink that reads "Brent A. Bazan". The signature is stylized and cursive.

Brent A. Bazan
PLS

cc: Tony Meizelis - COB Engineering
Leslie Smith-Yocum - Developer

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

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of an Ordinance approving a Petition from Wittenberg II, L.L.C., requesting approval of an Expedited Final Plat Resubdivision, Lots 16-18, Wittenberg Woods at Prairie Vista, 1st Addition.

RECOMMENDATION/MOTION: that the Ordinance be adopted approving the Final Plat, subject to the Petitioner posting the required bond and paying the required substandard street improvement fee prior to recording of the final plat, and authorizing the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND:

This final plat consists of resubdividing three lots and one outlot (0.417 acres) into two lots and one outlot located at the intersection of Wartburg Drive and Wirsing Way in Wittenberg Woods at Prairie Vista 1st Addition Subdivision.

The plat is subject to an annexation agreement that was approved by Council on July 14, 2003 and expires July 14, 2023.

The subject final plat is in conformance with the preliminary plan for Wittenberg Woods at Prairie Vista. These two lots will share a common driveway entrance onto Wartburg Drive at the intersection with Wirsing Way, the developer will be responsible for the cost to construct the entrance as well as abandonment of the extra sewer and water services previously installed for the third lot.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: None. All survey and plat costs were paid by Wittenberg II, LLC.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, PE, CFM, Civil Engineer II

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

Reviewed by: Tom Dabareiner, AICP, Community Development Director

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

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

Recommended by:



David A. Hales
City Manager

Attachments:

- Attachment 1 - Petition
- Attachment 2 - Ordinance
- Attachment 3 - Exhibit A: Legal Description
- Attachment 4 - School District Certificate
- Attachment 5 - County Clerk's Certificate
- Attachment 6 - Owner's Certificate
- Attachment 7 - Drainage Statement
- Attachment 8 - Final Plat Checklist
- Attachment 9 - Council Map and Final Plat
- Attachment 10 - Tap on memo

Motion: that the Ordinance be adopted approving the Final Plat, subject to the Petitioner posting the required bond and paying the required substandard street improvement fee prior to recording of the final plat, and authorizing the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Wittenberg II, L.L.C., hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference.
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Resubdivision of Lots 16-18 & Outlot 15 in Wittenberg Woods at Prairie Vista 1st Addition.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Resubdivision of Lots 16-18 & Outlot 15 in Wittenberg Woods at Prairie Vista 1st Addition submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Wittenberg II, L.L.C., Owner, by its
Manager, Hundman Management, L.L.C.,

BY: *R. Michael LLC*
Member

ORDINANCE NO. 2016 - _____

AN ORDINANCE APPROVING THE FINAL PLAT OF RESUBDIVISION OF LOTS 16-18 & OUTLOT 15 IN WITTENBERG WOODS AT PRAIRIE VISTA 1ST ADDITION

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Resubdivision of Lots 16-18 & Outlot 15 in Wittenberg Woods at Prairie Vista 1st Addition, dated October 26, 2016, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: none; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code.

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

1. That the Final Plat of the Resubdivision of Lots 16-18 & Outlot 15 in Wittenberg Woods at Prairie Vista 1st Addition, dated October 26, 2016, is hereby approved subject to the Petitioner posting the required bond and paying the required substandard street improvement fee.
2. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED THIS 28th DAY OF NOVEMBER, 2016.

APPROVED THIS ____ DAY OF NOVEMBER 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporate Counsel

LEGAL DESCRIPTION

Lots 16, 17, 18, and Outlot 15 in Wittenberg Woods at Prairie Vista 1st Addition in the City of Bloomington according to the Plat thereof recorded April 20, 2006, as Document No. 2006-9759, in McLean County, Illinois.

SCHOOL DISTRICT CERTIFICATE

This is to certify that the property herein described in the Surveyor's Certificate, which will be known as Resubdivision of Lots 16-18 & Outlot 15 in Wittenberg Woods at Prairie Vista 1st Addition, to the best of my knowledge, is located within the boundaries of Community Unit School District #5 in McLean County, Illinois.

Dated this 1st day of November, 2016.

Wittenberg II, L.L.C., Owner, by its
Manager, Hundman Management, L.L.C.,

BY: R. Michael Hundman
R. Michael Hundman, Member

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that R. Michael Hundman, personally known to be the same person whose name is subscribed to the foregoing school district certificate, appeared before me this day, in person, and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 1st day of November, 2016.

Morgan Spann
Notary Public



COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, KATHY MICHAEL, County Clerk of McLean County, State of Illinois, do hereby certify that on the 31 day of October, 2016, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael

County Clerk, McLean County, Illinois

21-17-403-020
21-17-403-021
21-17-403-022
21-17-406-001

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, hereby certifies that it is the owner of all the premises embodied in the attached Plat of the Resubdivision of Lots 16-18 & Outlot 15 in Wittenberg Woods at Prairie Vista 1st Addition to the City of Bloomington, McLean County, Illinois, and that it has caused said Plat to be made and that it is a true and correct plat of "Resubdivision of Lots 16-18 & Outlot 15 in Wittenberg Woods at Prairie Vista 1st Addition" Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Joseph D. Adams, Registered Illinois Land Surveyor Number 3704; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes those areas shown for same on the Plat.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 1st day of November, 2016.

Wittenberg II, L.L.C., Owner, by its
Manager, Hundman Management, L.L.C.,

BY: R. Michael Hundman
R. Michael Hundman, Member

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that R. Michael Hundman, personally known to be the same person whose name is subscribed to the foregoing owner's certificate, appeared before me this day, in person, and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 1st day of November, 2016.

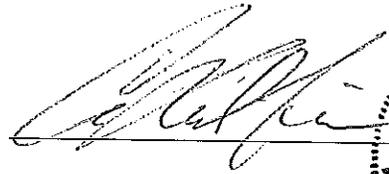


Morgan Spann
Notary Public

DRAINAGE STATEMENT

I, C. Neil Finlen, Registered Professional Engineer, and Core 3 Property Management being the owner of the premises heretofore platted by Joseph D. Adams, Illinois Professional Land Surveyor No. 3704, to be and become "Resubdivision of Lots 16-18 & Outlot 15 in Wittenberg Woods at Prairie Vista 1st Addition " in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

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


Registered Professional Engineer No. 30267
OWNER:



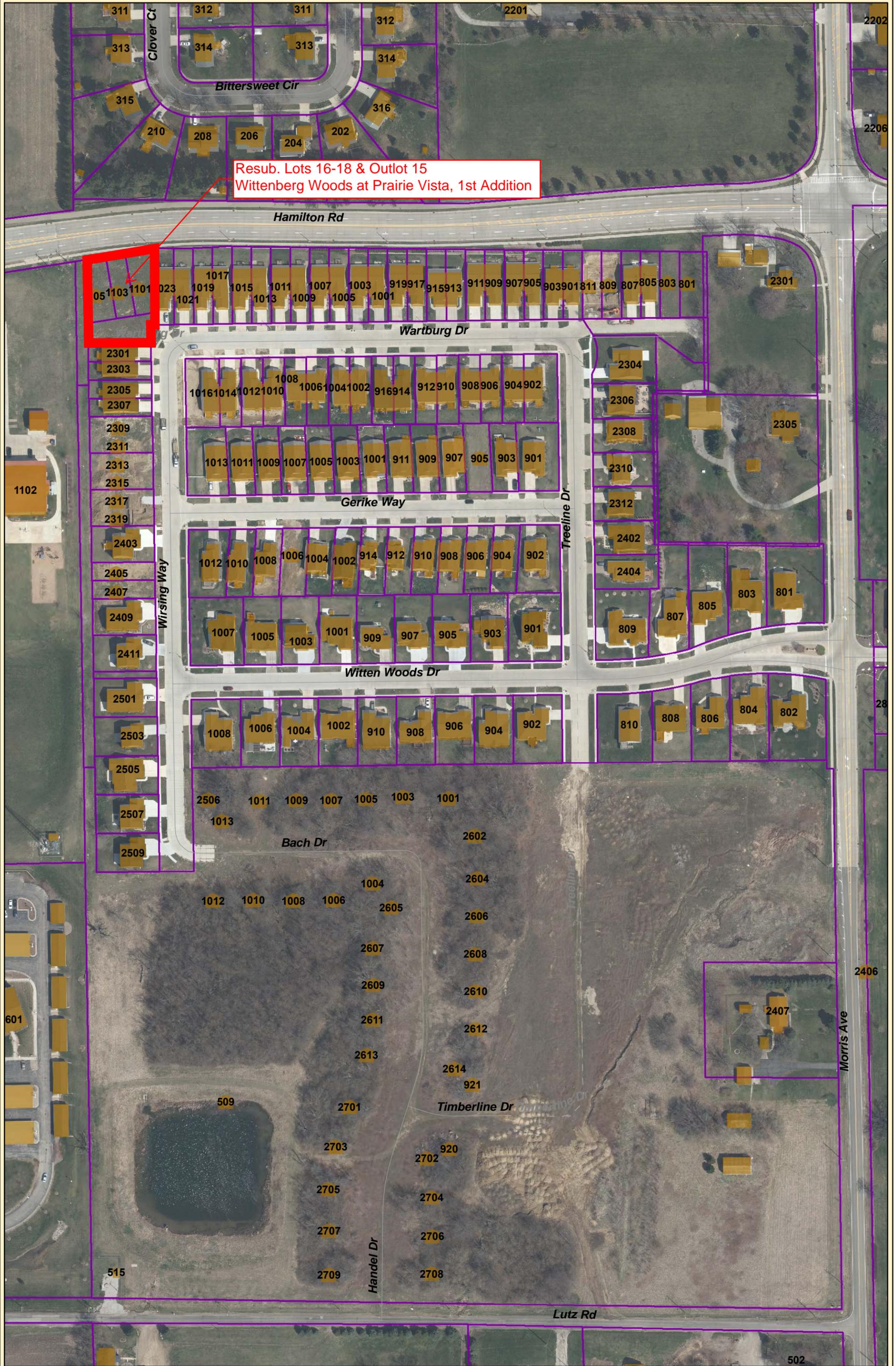
BY: 



WITTENBERG SUBDIVISION 1ST ADDITION RESUB LOTS 16-18 - FINAL PLAT CHECKLIST

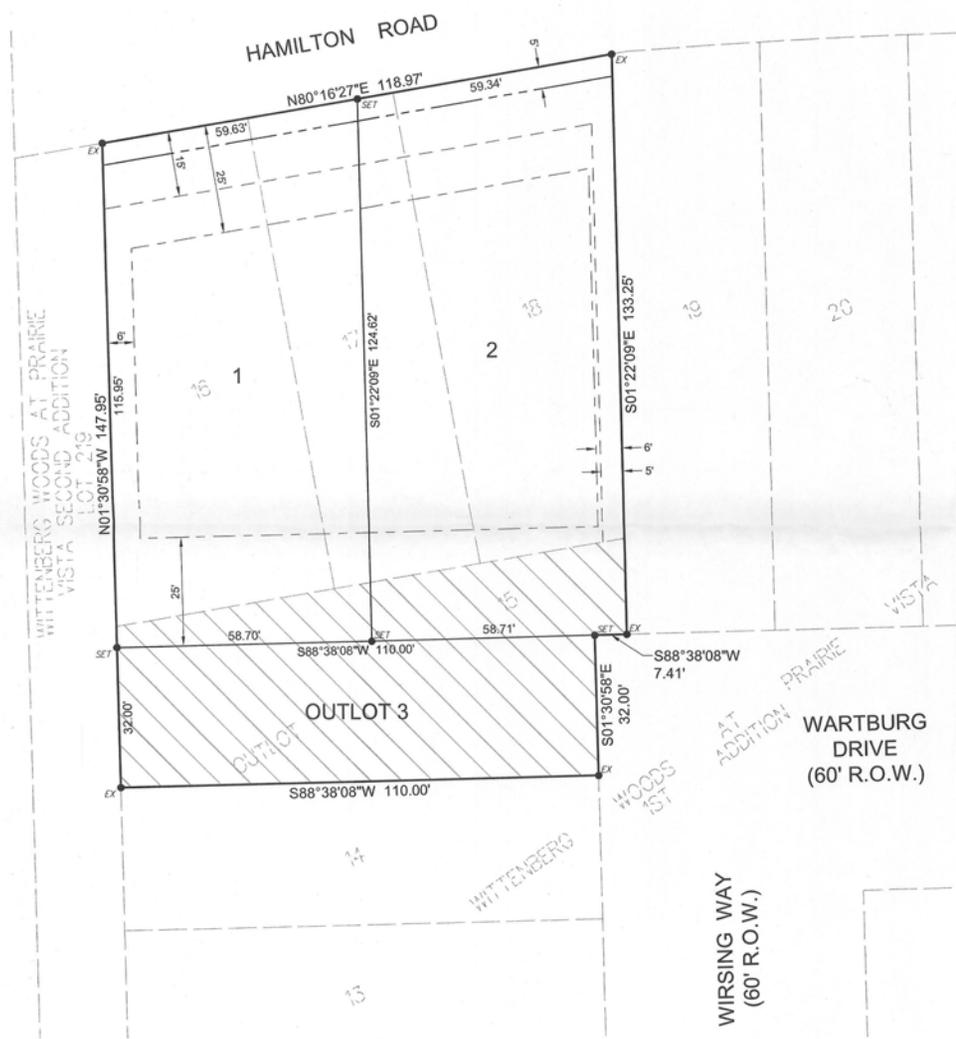
Date Prepared: 11/15/2016

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



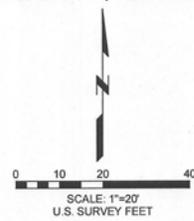
RESUBDIVISION OF LOTS 16-18 & OUTLOT 15 IN WITTENBERG WOODS AT PRAIRIE VISTA 1ST ADDITION

PART OF S.E. 1/4 SECTION 17, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



LEGEND

- EX EXISTING MONUMENT
- SET SET MONUMENT
- IRON ROD
- - - UTILITY EASEMENT LIMITS LINE
- - - 5' NO-ACCESS STRIP
- - - BUILDING SETBACK LINE
- AREA OF A PUBLIC GENERAL PURPOSE UTILITY EASEMENT & AN INGRESS / EGRESS EASEMENT AS ESTABLISHED IN THE WITTENBERG WOODS AT PRAIRIE VISTA 1ST ADDITION SUBDIVISION PLAT DOC. NO. 2006-9759



SURVEYOR'S DECLARATION

The following described property has been surveyed and platted under my direction:

Lots 16, 17, 18, and Outlot 15 in Wittenberg Woods at Prairie Vista 1st Addition in the City of Bloomington according to the Plat thereof recorded April 20, 2006, as Document No. 2006-9759, in McLean County, Illinois.

This property contains 0.417 acres, more or less, and has been subdivided into 2 lots, numbered 1 and 2, 1 Outlot numbered 3, and the easements as shown. Said Subdivision is to be known as "Resubdivision of Lots 16-18 & Outlot 15 in Wittenberg Woods at Prairie Vista 1st Addition" in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Areas Determined to be Outside the 0.2% Annual Chance Floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Community No. 170490, Map No. 17113C0484E, dated July 16, 2008.

Witness my hand and seal this 28th day of October, 2016.

FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, IL 61704

By: *Joseph D. Adams*
Joseph D. Adams
Professional Land Surveyor No. 3704



DATE: 10/26/16
EXP. DATE: 11-30-2018
DESIGN FIRM REGISTRATION
NO. 184-001856

NOTES:

- Bearings for this survey are based on Wittenberg Woods at Prairie Vista 1st Addition Final Plat (Doc. No. 2006-9759)
- The subject property contains PINs 21-17-403-020, 21-17-403-020, 21-17-403-020, and 21-17-406-001.

OWNER/DEVELOPER:

Wittenberg II LLC
c/o Mark Fetzer
1716 R.T. Dunn Drive Suite 4
Bloomington, IL 61701
(309) 808-2125

ATTORNEY:

Todd Bugg
1001 N. Main St., Suite A
Bloomington, IL 61701
(309) 828-6241

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Resubdivision of Lots 16-18 & Outlot 15 in Wittenberg Woods at Prairie Vista 1st Addition", presented, passed and approved at a regular meeting of said City Council, held on the _____ Day of _____, 2016, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2016.

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this _____ day of _____, 2016.

City Engineer
Bloomington, Illinois

S.E. 1/4 SEC. 17, T.23N., R.2E. 3P.M.



Farnsworth
GROUP

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

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

ISSUE:

Date: Description:

PROJECT:

**RESUBDIVISION OF LOTS
16-18 & OUTLOT 15 IN
WITTENBERG WOODS
AT PRAIRIE VISTA
1ST ADDITION**

BLOOMINGTON, ILLINOIS

Date: 10-26-16

Design/Drawn: DJM

Reviewed: BAB

Book No.: 3186/58 Field: 10/20/16

Project No.: 0150675.00

SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

1

File No.: 18-2161

MEMORANDUM

November 15, 2016

TO: Cherry Lawson, City Clerk
FROM: Greg Kallevig, Civil Engineer II
RE: Resub. Lots 16-18 & Outlot 15 in Wittenberg Woods at Prairie Vista 1st Addition
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Resubdivision of Lots 16-18 & Outlot 15 in Wittenberg Woods at Prairie Vista 1st Addition** approved by City Council on November 28, 2016.

A. Performance Guarantee:

The developer currently has a \$200,000 Performance Guarantee in place in the form of a Letter of Credit (#272) from First State Bank. However, that Letter of Credit is scheduled to expire on December 14, 2016.

Prior to the Clerk releasing for recording the above named plat the developer shall provide surety in the amount of \$200,000 which is valid through November, 2017.

B: Tap-On Fees:

There are no tap on fees due at this time for Resubdivision of Lots 16-18 & Outlot 15 in Wittenberg Woods at Prairie Vista 1st Addition.

C: Guarantee Substandard Street Improvement:

A substandard street improvement fee is due for Morris Avenue improvements in the amount of \$33,682.10.

Per previous approval given to the developer, the first installment in the amount of \$16,841.05, shall be paid prior to the Clerk releasing for recording the above named plat.

The developer has agreed to pay the second installment in the amount of \$16,841.05 prior to December 30, 2016.

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Patti-Lynn Silva, Finance Dept.
Jeff Jurgens, Legal Dept.
File



CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of adopting an Ordinance approving a Petition from Fox Ridge, LLC, for a Final Plat for Fox Lake Subdivision, Sixth Addition, commonly located south of Spangle Road and east of Stelt Drive.

RECOMMENDATION/MOTION: That the Ordinance be adopted approving the Final Plat for Fox Lake Subdivision Sixth Edition, subject to the Petitioner supplying necessary surety for public improvements and paying the required tap-on fees and fee in lieu of parkland dedication prior to recording of the plats and authorizing the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: On July 13, 2016, Council approved the reinstatement of the Preliminary Plan for Fox Lake Subdivision, which includes the subject site. Fox Lake Subdivision, Sixth Addition, includes eighteen (18) lots. Completed public improvements in the Sixth Addition include the streets of Pampas Lane and Steppe Lane and the associated storm sewers, sanitary sewer adjustments, water mains, sump pump drain lines and other related components. The developer will be required to provide a surety instrument for the public improvements and also a tap-on fee for sanitary sewer connections.

Staff asks that Council accept the Petition and pass an ordinance approving the Final Plat for the Sixth Addition to Fox Lake Subdivision subject to the Petitioner supplying necessary surety for public improvements and paying the required tap-on fees and fee in lieu of parkland dedication prior to recording of the plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Fox Ridge, LLC, and the Farnsworth Group.

FINANCIAL IMPACT: None. All survey and plat costs were paid by Fox Ridge, LLC.

Respectfully submitted for Council consideration.

Prepared by: Ward F. Snarr, P.E., Civil Engineer II

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Carla A. Murillo, Budget Manager

Legal review by:

George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Attachment 1 - Petition
- Attachment 2 - Ordinance
- Attachment 3 - Exhibit A: Legal Description
- Attachment 4 - School District Certificate
- Attachment 5 - County Clerk's Certificate
- Attachment 6 - Owner's Certificate
- Attachment 7 - Checklist
- Attachment 8 - Drainage Statement
- Attachment 9 - Council Map and Final Plat
- Attachment 10 - Tap on memo

Motion: That the Ordinance be adopted approving the Final Plat for Fox Lake Subdivision Sixth Edition, subject to the Petitioner supplying necessary surety for public improvements and paying the required tap-on fees and fee in lieu of parkland dedication prior to recording of the plats and authorizing the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2016 - _____

**AN ORDINANCE APPROVING A FINAL PLAT OF FOX LAKE, SIXTH ADDITION, IN
THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS**

Whereas, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Fox Lake Sixth Addition in the City of Bloomington, McLean County, Illinois, which is legally described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat dated September 30, 2016, attached to said Petition was prepared in compliance with requirements of the Bloomington City Code; and

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

1. That the Final Plat of Fox Lake, Sixth Addition, dated September 30, 2016, is hereby approved, contingent upon the Petitioner supplying the required surety for public improvements and paying the required tap on fees and fee in lieu of parkland dedication prior to recording of the plat.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED THIS ____ DAY OF _____, 20__.

APPROVED THIS ____ DAY OF _____, 20__.

CITY OF BLOOMINGTON:

Tari Renner, Mayor

ATTEST:

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporate Counsel

Fox Lake Sixth Addition Legal Description

A part of Lots 16 and 17 in Scogin's Subdivision in the Southwest Quarter of Section 18, Township 23 North, Range 2 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 Lot 59 in Fox Lake Subdivision Fifth Addition according to the plat thereof recorded as Document No. 2007-562 in the McLean County Recorder's Office. From said Point of Beginning, thence east 111.57 feet along the North Line of Lot 208 in Pepper Ridge Subdivision 4th Addition according to the plat thereof recorded as Document No. 1996-7201 in said Recorder's Office and the North Line of Lot 154 in Pepper Ridge Subdivision 2nd Addition according to the plat thereof recorded as Document No. 1993-11952 in said Recorder's Office which form an angle to the right of $90^{\circ}-00'-00''$ as measured from north to east from the East Line of said Lot 59, said North Lines also being the South Line of Lot 17 in Scogin's Subdivision, to the Southeast Corner of said Lot 17 in Scogin's Subdivision; thence easterly 288.67 feet along the North Lines of Lots 154 through 151, inclusive, in said Pepper Ridge Subdivision 2nd Addition and the North Lines of Lots 8 and 7 in Pepper Ridge Subdivision according to the plat thereof recorded as Document No. 1991-14640 in said Recorder's Office, said North Lines also being the South Line of Lot 16 in Scogin's Subdivision, which form an angle to the right of $174^{\circ}-36'-44''$ with the last described course; thence northerly 115.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence easterly 18.94 feet along a line which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course; thence northerly 60.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence north 405.98 feet along a line being the Southerly Extension of the East Line of Lot 86 in Fox Lake Subdivision First Addition according to the plat thereof recorded as Document No. 1999-36953 in said Recorder's Office which forms an angle to the right of $186^{\circ}-03'-54''$ with the last described course to the Southeast Corner of said Lot 86; thence West 115.00 feet along the South Line of said Lot 86 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Southwest Corner of said Lot 86 being on the East Line of Pampas Lane as dedicated in said First Addition; thence south 3.01 feet along said East Line of said Pampas Lane which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Southeast Corner of said Pampas Lane; thence west 175.00 feet along the South Line of said Pampas Lane and the South Line of Lot 69 in said First Addition which form an angle to the right of $270^{\circ}-00'-00''$ with the last described course to the Southwest Corner of said Lot 69; thence south 433.04 feet along the East Line of Lot 68 in said First Addition and the East Lines of Lots 67 through 62, inclusive, in said Fox Lake Subdivision Fifth Addition which form an angle to the right of $90^{\circ}-00'-00''$ with the last described course

to the Southeast Corner of said Lot 62; thence west 53.38 feet along the South Line of said Lot 62 being the arc of a curve concave to the north with a radius of 970.00 feet and the 53.37 foot chord of said arc forms an angle to the right of $267^{\circ}-44'-47''$ with the last described course; thence west 57.69 feet along said South Line of Lot 62 which forms an angle to the right of $181^{\circ}-34'-35''$ with the last described chord to the Northeast Corner of Steppe Lane as dedicated in said Fox Lake Subdivision Fifth Addition; thence south 175.00 feet along the East Line of said Steppe Lane and the East Line of said Lot 59 which form an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Point of Beginning, containing 4.395 acres, more or less.

SCHOOL DISTRICT CERTIFICATE

This is to certify that the property herein described in the Surveyor's Certificate, which will be known as Fox Lake Subdivision Sixth Addition, to the best of my knowledge, is located within the boundaries of Community Unit School District #5 in McLean County, Illinois.

Dated this 7th day of October, 2016.

Core III, L.L.C., Owner, by its Manager,
Hundman Management, L.L.C.,

BY: R Michael
Member

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that R. Michael Hundman, personally known to be the same person whose name is subscribed to the foregoing school district certificate, appeared before me this day, in person, and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 7th day of October, 2016.

Morgan Spann
Notary Public



COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, KATHY MICHAEL, County Clerk of McLean County, State of Illinois, do hereby certify that on the 6 day of October, 2016, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

21-18-327-006

Kathy Michael
County Clerk, McLean County, Illinois

FILED
McLEAN COUNTY, ILLINOIS

OCT 05 2016

Kathy Michael
COUNTY CLERK

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, hereby certifies that it is the owner of all the premises embodied in the attached Plat of Fox Lake Subdivision Sixth Addition, to the City of Bloomington, McLean County, Illinois, and that it has caused said Plat to be made and that it is a true and correct plat of Fox Lake Subdivision Sixth Addition to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Joseph D. Adams, Registered Illinois Land Surveyor Number 3704; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes those areas shown for same on the Plat.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 7th day of October, 2016.

Core III, L.L.C., Owner, by its Manager,
Hundman Management, L.L.C.,

BY: R Michael
Member

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that R. Michael Hundman, personally known to be the same person whose name is subscribed to the foregoing owner's certificate, appeared before me this day, in person, and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 7th day of October, 2016.

Morgan Spann
Notary Public





Sixth Addition to Fox Lake Subdivision - FINAL PLAT CHECKLIST

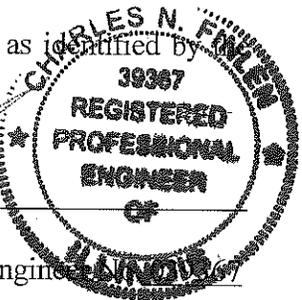
Date Prepared: 11/15/2016

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

DRAINAGE STATEMENT

I, C. Neil Finlen, Registered Professional Engineer, and Core 3 Property Management being the owner of the premises heretofore platted by Joseph D. Adams, Illinois Professional Land Surveyor No. 3704, to be and become "Fox Lake Subdivision Sixth Addition" in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

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

Registered Professional Engineer

OWNER:

BY: 



FOX LAKE SUBDIVISION SIXTH ADDITION

SW 1/4 SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

SURVEYOR'S DECLARATION

The following described property has been surveyed and platted under my direction

A part of Lots 16 and 17 in Scogin's Subdivision in the Southwest Quarter of Section 18, Township 23 North, Range 2 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 Lot 59 in Fox Lake Subdivision Fifth Addition according to the plat thereof recorded as Document No. 2007-0562 in the McLean County Recorder's Office From said Point of Beginning, thence east 111.57 feet along the North Line of Lot 208 in Pepper Ridge Subdivision 4th Addition according to the plat thereof recorded as Document No. 1996-7201 in said Recorder's Office and the North Line of Lot 154 in Pepper Ridge Subdivision 2nd Addition according to the plat thereof recorded as Document No. 1993-11952 in said Recorder's Office which form an angle to the right of 90°-00'-00" as measured from north to east from the East Line of said Lot 59, said North Lines also being the South Line of Lot 17 in Scogin's Subdivision, to the Southeast Corner of said Lot 17 in Scogin's Subdivision, thence easterly 288.67 feet along the North Lines of Lots 154 through 151, inclusive, in said Pepper Ridge Subdivision 2nd Addition and the North Lines of Lots 8 and 7 in Pepper Ridge Subdivision according to the plat thereof recorded as Document No. 1991-14640 in said Recorder's Office, said North Lines also being the South Line of Lot 16 in Scogin's Subdivision, which form an angle to the right of 174°-36'-44" with the last described course, thence northerly 115.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course, thence easterly 18.94 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course, thence northerly 60.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course, thence north 405.98 feet along a line being the Southerly Extension of the East Line of Lot 86 in Fox Lake Subdivision First Addition according to the plat thereof recorded as Document No. 1999-36953 in said Recorder's Office which forms an angle to the right of 186°-03'-54" with the last described course to the Southeast Corner of said Lot 86, thence West 115.00 feet along the South Line of said Lot 86 which forms an angle to the right of 90°-00'-00" with the last described course to the Southwest Corner of said Lot 86 being on the East Line of Pampas Lane as dedicated in said First Addition, thence south 3.01 feet along said East Line of said Pampas Lane which forms an angle to the right of 90°-00'-00" with the last described course to the Southeast Corner of said Pampas Lane, thence west 175.00 feet along the South Line of said Pampas Lane and the South Line of Lot 69 in said First Addition which form an angle to the right of 270°-00'-00" with the last described course to the Southwest Corner of said Lot 69, thence south 433.04 feet along the East Line of Lot 68 in said First Addition and the East Lines of Lots 67 through 62, inclusive, in said Fox Lake Subdivision Fifth Addition which form an angle to the right of 90°-00'-00" with the last described course to the Southeast Corner of said Lot 62, thence west 53.38 feet along the South Line of said Lot 62 being the arc of a curve concave to the north with a radius of 970.00 feet and the 53.37 foot chord of said arc forms an angle to the right of 267°-44'-47" with the last described course, thence west 57.69 feet along said South Line of Lot 62 which forms an angle to the right of 181°-34'-35" with the last described chord to the Northeast Corner of Steppe Lane as dedicated in said Fox Lake Subdivision Fifth Addition, thence south 175.00 feet along the East Line of said Steppe Lane and the East Line of said Lot 59 which form an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning

This property contains 4.395 acres and has been subdivided into 18 lots, numbered 60, 61, 70 through 85, inclusive, and the streets and easements as shown Said Subdivision is to be known as "Fox Lake Subdivision Sixth Addition" in the City of Bloomington, McLean County, Illinois

This Subdivision lies within Zone X (Areas Determined to be Outside the 0.2% annual chance floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for Community No. 170490 in McLean County, Illinois, Map No. 17113C0483E, dated July 16, 2008

Witness my hand and seal this 30th day of September, 2016

FARNSWORTH GROUP, INC.
2709 MCGRAW DRIVE
BLOOMINGTON, IL 61704

By: Joe Adams
Joseph D. Adams
Professional Land Surveyor No. 3704



DATE: 9/30/16
EXP. DATE: 11-30-2016
DESIGN FIRM REGISTRATION NO. 184-001856

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey

NOTES:

- Lines extending from curved lines are radial unless noted otherwise.
- Distances shown on curved lines are chord distances unless noted otherwise.
- Part of PIN 21-18-327-006

OWNER/DEVELOPER:

Core 3 Property Management
c/o Mike Hundman
1716 R.T. Dunn Drive Suite 4
Bloomington, IL 61701
(309) 808-2125

ATTORNEY:

Todd Bugg
1001 N. Main St., Suite A
Bloomington, IL 61701
(309) 828-6241

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Fox Lake Subdivision Sixth Addition", presented, passed and approved at a regular meeting of said City Council, held on the _____ Day of _____, 2016, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2016

City Clerk

CITY ENGINEER'S CERTIFICATE

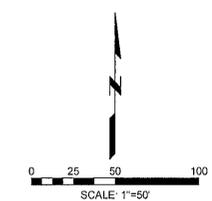
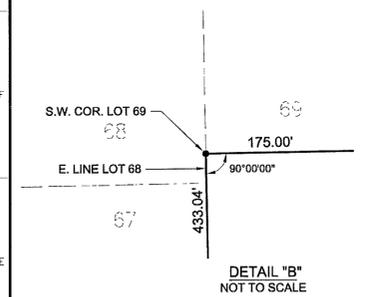
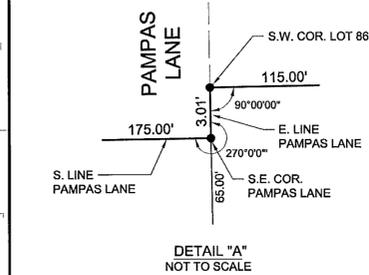
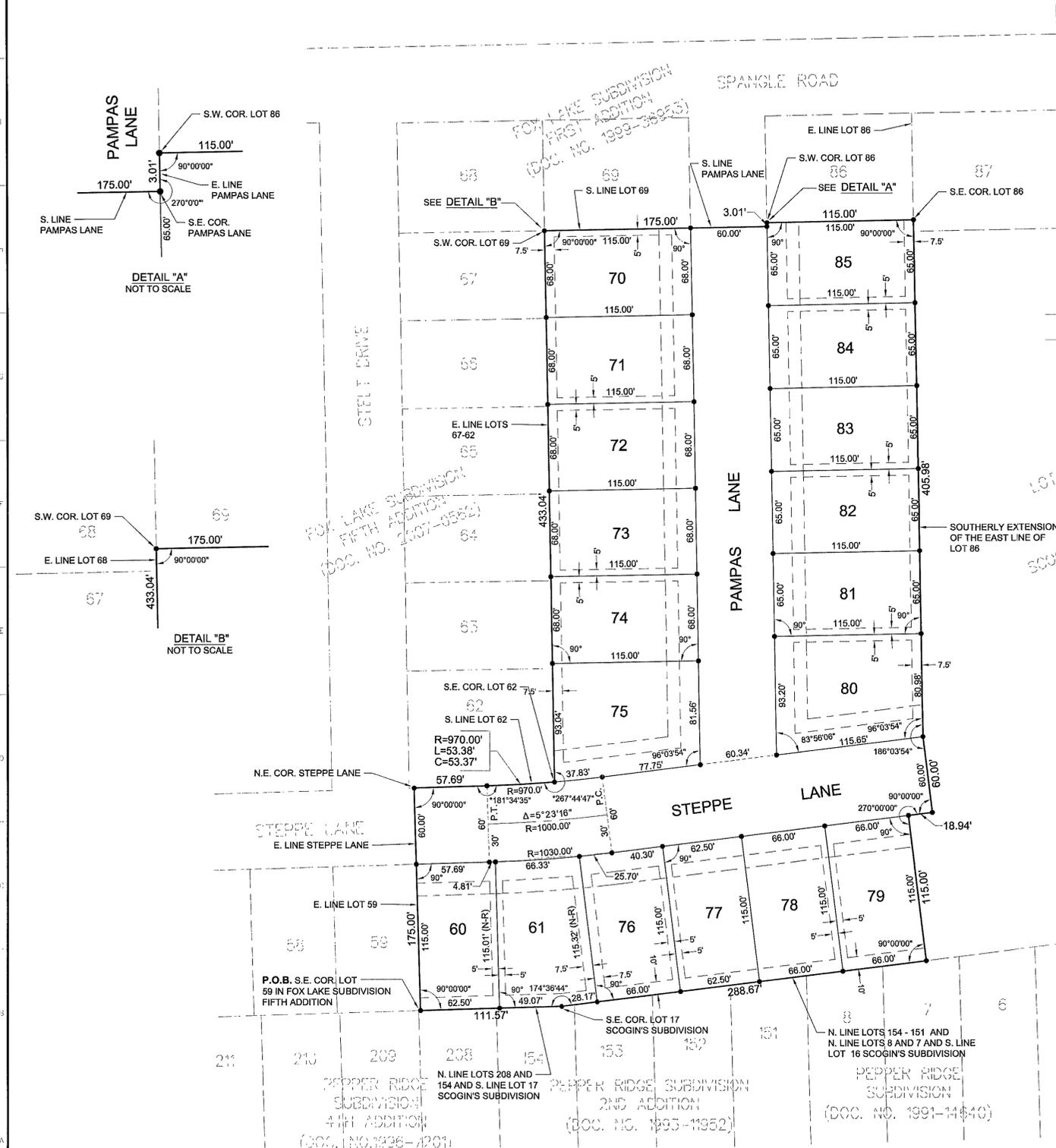
STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code

Dated at Bloomington, Illinois, this _____ day of _____, 2016

City Engineer
Bloomington, Illinois

SW 1/4 SEC 18, T 23N, R 2E 3PM



- ### LEGEND
- IRON ROD
 - R= RADIUS
 - L= ARC LENGTH
 - C= CHORD LENGTH
 - *135°00'00" ANGLE MEASURED TO CHORD
 - N-R NON-RADIAL
 - P C POINT OF CURVATURE
 - P T POINT OF TANGENCY
 - P O B POINT OF BEGINNING
 - EASEMENT LIMITS LINE WHICH EXTENDS 15' FROM LOT LINE UNLESS NOTED OTHERWISE
 - - - 25' BUILDING SETBACK LINE



Farnsworth
GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

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

ISSUE: _____
Date: _____ Description: _____

PROJECT:

FOX LAKE SUBDIVISION SIXTH ADDITION

Date: 9-30-16

Design/Drawn: DJM

Reviewed: BNS

Book No.: _____ Field: _____

Project No.: 0150467 00

SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

1

File No.: 24-9096

November 15, 2016

MEMORANDUM

To: Cherry Lawson, City Clerk
From: Ward F. Snarr, PE, Project Engineer
Re: Sixth Addition to Fox Lake Subdivision
Performance Guarantees and Tap-On Fees

Following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Fox Lake Subdivision, Sixth Addition** to be considered for approval by the City Council on November 28, 2016.

A: The following Performance Guarantee is required:

110% of incomplete public improvement construction costs as of 11/15/16: \$72,292.00
10% of all completed public improvement construction costs: \$38,860.80
Total (Amount of Bond) **\$111,152.80**

B: Tap-On Fees: The following tap-on fees are due per the October 5, 1998 Annexation Agreement with Fox Ridge, LLC.

		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	SW Pump Station & Force Main ¹	5402	\$2,109.60	\$2,288.92	\$4,398.52
2	SW Interceptor Sewer ²	5402	\$2,900.70	\$3,147.26	\$6,047.96
3	Fox Creek Road Watermain ³	5402	\$0.00	\$0.00	\$0.00
4	Fee in lieu of Park Land ⁴	7201	\$6,431.04	\$0.00	\$6,431.04
TOTAL TAP-ON FEES:					\$16,877.52

Area of Sub. = 4.395 ac.
Fox Creek Road frontage = 0
Fair Market Value of Land: \$22,000/ac
No. of Lots = 18

- 1) SW Pump Station & Force Main: \$480.00/ac + 6% simple interest from 10/98
- 2) SW Interceptor Sewer: \$660.00/ac + 6% simple interest from 10/98
- 3) Fox Creek Road Watermain: \$15.00/lf of Fox Creek Road frontage + 6% interest from 10/98
- 4) Fee in lieu of Park Land: (7 acs /1000 population) x (2.32 p.e. /D.U.) x (# of Lots) x FMV



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

C: Guarantee Substandard Street Improvement (10 years Bond):

This subdivision is not adjacent to a street previously improved with public funds. Therefore, a Substandard Street Improvement fee is not required.

D: Inspection Fee Due (2% of Total Construction):

2% x \$388,608.00(Completed) + 2% \$65,720.00(sidewalk): **\$9,086.56**

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Patti-Lynn Silva, Finance Dept.
Jeff Jurgens, Legal Dept.
File



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of approving an:

- a) Ordinance budget amendment for F17 in the amount of \$300,000, and
- b) Agreement with Kronos, Inc. for the Workforce Central Telestaff software subscription.

RECOMMENDATION/MOTION: that Council adopts an Ordinance amending the F17 budget in the amount of \$300,000; approve the Kronos, Inc. Agreement and authorize the Mayor and City Clerk to execute the Ordinance, and the City Manager and City Clerk to execute the Agreement.

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

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

BACKGROUND: This action is part of a goal established in 2011 and renewed in 2015 to address the City's Time and Attendance and Advanced Scheduling needs. We are currently utilizing an antiquated system that is no longer supported and was never intended to be robust enough to handle the City's Time and Attendance/Advanced Scheduling needs. If the current system would no longer be available, we would have no choice but to revert back to a completely manual time tracking system which would require additional administrative staff and increase our risk for errors. This is a critical need.

This contract will acquire software as a service subscription for the Kronos Work Force Manager and Telestaff modules in addition to configuration and training services for City staff. The module is a robust Time and Attendance product that includes specific features needed for our Public Safety and Public Works departments as well as consolidation to one system for the rest of the City's needs. The implementation will be a combined effort of City and Kronos staff and the duration of the project is expected to take approximately 12-18 months to fully integrate with the Tyler Technologies, Inc. Munis ERP. Kronos has been successfully integrated with Tyler Munis ERP systems so much that Kronos has a standard interface to the Munis product.

The City currently uses multiple manual methods to collect time and attendance information to send to our current payroll processing module. The selection of one vendor which can handle all the various needs of the City is a key requirement of this project. The complex scheduling needs of Police, Fire and Public Works require a solution beyond anything our current ERP can offer. The choice of this vendor and software was completed by the City's Selection Committee, which represented all City departments and took place from July 2015 to July 2016. Client first guided the RFP and selection process, in accordance to the City's Purchasing Code. The Selection Committee conducted due diligence through their review of this product which included

extensive product demonstrations, technical interviews and reference checks. The Selection Committee was unanimous in its recommendation of Kronos/Telestaff to the Steering Committee, which consists of the City's HR Director, IT Director, Procurement Manager and Deputy Corporate Counsel. The Steering Committee is recommending the purchase of this software subscription through a cooperative agreement from U.S. Communities Government Purchasing Alliance, a national government purchasing cooperative. This contract affords us a sizable discount off the list price. The negotiations for statement of work were held from July 2016 until November 2016. We are confident that there is no better product on the market to handle the City's time and attendance and scheduling needs.

PROS:

- Centralized timekeeping and scheduling provides operating efficiencies
- One point of entry vs dual point of entry our current system requires
- Replaces the need to manually calculate overtime as is required now
- Increase to our management reporting capabilities
- Ability to support various complicated shift schedules and shift scheduling needs
- Integrated scheduling and timekeeping reduces timekeeping errors
- Increased functionality in relation to current products currently used in most departments
- Automated call-out functionality has the potential to reduce a minimum of 60 hours per month spent staffing and scheduling shifts for Fire and Police freeing staff up to focus on higher priority items.
- Streamline vacation selection process for Fire with the potential to reduce 30 hours per month manually entering.

CONS:

- Additional cost and implementation for a new software system
- Additional drain on current labor resources who are already working at max capacity
- Training and change management for end users of a new system
- Interface with Tyler Munis ERP System must be installed and maintained

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Conducted a public (Request For Proposals) solicitation.

FINANCIAL IMPACT: Funding for the Time and Attendance/Advanced Scheduling Solution was originally appropriated as part of the budget for the purchase of the Munis ERP system. The module purchased for timekeeping could not meet the City's requirements and was later discontinued. Funds for the unspent portion of the timekeeping software and implementation reverted to fund balance as required by accounting standards and need to be re-appropriated for \$300,000. This will cover the equipment purchase and maintenance for year 1 of \$239,000 and the balance of \$57,840 for training and implementation days. Pending Council approval of this memo the project will be paid out of the Information Services-Capital Outlay Office & Computer Equipment account (10011610-72120). Annual costs, i.e. hosting and annual maintenance will be included in the FY 2018 Proposed Budget for \$106,950 per year under the Information Services-Repair/Maintenance Office & Computer Equipment account (10011610-70530). Any additional training days will be purchased on an as needed basis.

Item	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total
Annual Application Fee	\$106,950.00	\$106,950.00	\$106,950.00	\$106,950.00	\$106,950.00	\$534,750.00
Annual Rental Equipment Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Cloud Services Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Implementation WFC SaaS SMB	\$34,148.75	\$0.00	\$0.00	\$0.00	\$0.00	\$34,148.75
Implementation WFC SaaS SMB A La Carte	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Purchase/Support and Accessories	\$98,460.00	\$12,636.00	\$13,141.44	\$13,667.10	\$14,213.78	\$152,118.32
Bill as You Go Instructor Led Training	\$1,800.00	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$0.00
Bill as You Go Services	\$56,040.00	\$56,040.00	\$56,040.00	\$0.00	\$0.00	\$0.00
Total	\$297,398.75	\$177,426.00	\$177,931.44	\$120,617.10	\$121,163.78	\$894,537.07

Respectfully submitted for Council consideration for approval.

Prepared by:

The Steering Committee

Nicole Albertson, HR Director

Scott Sprouls, IT Director

Jon Johnston, Procurement Manager

Greg Moredock, Deputy Corporate Counsel

Financial & budgetary review by:

Patti-Lynn Silva, Finance Director

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David Hales
City Manager

Attachments:

- Budget Ordinance
 - Exhibit 1
 - Proposed Kronos US Communities Contract
 - Kronos Order Form (Pricing Detail)
 - Kronos Statement of Work
 - Return on Investment
 - Presentation
-

Motion: that Council adopts an Ordinance amending the F17 budget in the amount of \$300,000, approve the Kronos, Inc. Agreement and authorize the Mayor and City Clerk to execute the Ordinance, and the City Manager and City Clerk to execute the Agreement.

ORDINANCE NO. 2016 –

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2017**

WHEREAS, on April 11, 2016 by Ordinance Number 2016-29, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2017, which Ordinance was approved by Mayor Tari Renner on April 12, 2016; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2016-29 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2017) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2016-29 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2016-29.

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

PASSED the 28th day of November 2016.

APPROVED the ____ day of November 2016.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens
Corporation Counsel

Exhibit 1			
Account #	Fund	Account Description	Amount
10010010-40000	General	Non-Departmental-Use of Fund Balance	\$ (300,000.00)
10011610-72120	General	Information Services-Capital Outlay Office & Computer Equipment	\$ 300,000.00
Net Budget Increase/(Decrease):			-

**AGREEMENT BETWEEN
CITY OF BLOOMINGTON
AND
KRONOS INCORPORATED
TO PURCHASE GOODS AND SERVICES IN ACCORDANCE WITH
THE U.S. COMMUNITIES CONTRACT #14-JLR-003**

This Agreement to purchase pursuant to the Terms and Conditions of the U.S. Communities Agreement #14-JLR-003 ("U.S. Communities Contract"), entered into by and between **Kronos Incorporated** (hereinafter referred to as "Kronos") and **CITY OF BLOOMINGTON** (hereinafter referred to as "Customer"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION 1 – INTERPRETATION AND INTENT

- 1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by Customer and Kronos, and shall include these terms and conditions, any exhibits to this Agreement and Sections A, B (for professional and educational services only), D and F of the above referenced U.S. Communities Contract, and any written supplemental agreement or modification entered into between Customer and Kronos, in writing, after the date of this Agreement.
- 1.02 The terms and conditions of the above referenced U.S. Communities Contract, as of the date of execution of this Agreement, are hereby incorporated by reference. The Customer, as an eligible Participating Public Agency, shall assume the rights and obligations of the Customer (as defined in the U.S. Communities Contract) when making purchases of goods or services under the U.S. Communities Contract and terms and conditions of the U.S. Communities Contract shall apply to the Customer as they apply to the Customer, except as otherwise specified herein.

SECTION II. CHANGES TO SECTION A OF THE EXISTING U.S. COMMUNITES CONTRACT

- 2.01 Section 9 (Professional and Educational Services) of Section A (General Terms and Conditions) of the Agreement is hereby struck and replaced with: "Unless otherwise indicated on the Order, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis and described in a statement of work. If a dollar limit is stated in the Order Form or any associated statement of work ("SOW"), the limit shall be deemed an estimate for Customer's budgeting and Kronos' resource scheduling purposes. After the dollar limit is expended, Kronos will continue to provide Professional Services on a time and materials basis, if a Change Order or Schedule of Services for continuation of the Professional Services is signed by the parties. In the event Customer requires any on-site services, all travel and expenses shall be pre-approved by Customer."
- 2.02 Kronos warrants that for a period of one (1) year from the go-live of Customers production environment within the Services, the Application listed on the Order Form signed contemporaneously with this Agreement shall meet the applicable functionality requirements identified in Exhibit A (the "RFP") as

clarified in Kronos' response to the RFP. Customer's sole remedy for breach of the foregoing warranty is, at Kronos' option, for Kronos to repair or replace the Applications in breach and in the event Kronos is unable to repair the Applications within a commercially reasonable timeframe, Customer may terminate the Agreement without having to pay the Minimum Contract Value and without cause.

SECTION III. CHANGES TO SECTION D OF THE EXISTING U.S. COMMUNITES CONTRACT

- 3.01 The first sentence of Section 2.3 of Section D (Kronos Workforce Central – Software as a Service Terms and Conditions) of the Agreement is hereby struck and replaced with: “Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within thirty (30) days after receipt of written notice.”
- 3.02 The first sentence of Section 2.5(c) of Section D (Kronos Workforce Central – Software as a Service Terms and Conditions) of the Agreement is hereby struck and replaced with: “No more than thirty (30) days after termination (or upon Customer's written request at any time during the Term), Kronos will provide to Customer, at no charge to Customer, the Customer Content. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete any or all Customer Content without liability;”
- 3.03 Section 7 (Implementation and Support) of Section D (Kronos Workforce Central – Software as a Service Terms and Conditions) of the Agreement is hereby modified to remove the following: “plus an administrative fee of ten percent (10%) of the amount of such travel expenses”.
- 3.04 The first sentence of Section 12 (Data Security) of Section D (Kronos Workforce Central – Software as a Service Terms and Conditions) of the Agreement is hereby struck.
- 3.05 For any Order Form not mutually agreed to by both party's, City shall have the right to dispute any Invoice received. City must notify Kronos within forty-five (45) days of receipt of such Invoice that it is being disputed. The parties shall then work together to resolve the dispute. If the parties cannot come to a resolution within fourteen (14) days, City shall pay any undisputed portion of the invoice and any remaining dispute shall be subject to the jurisdiction of the Circuit Court of the Eleventh Judicial District, McLean County, Illinois.
- 3.06 At the expiration of the Initial Term or Renewal Term as applicable, Customer may convert the Workforce Central Software-as-a-Service (“SaaS”) Applications to a perpetual software model by purchasing the software at the current or negotiated fees. In addition, Customer would contract for a selected level of software maintenance at current fees. Professional Services are required for the Cloud to On-premise migration based on scope of work.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

KRONOS INCORPORATED ("CONTRACTOR")

By: _____ Date: _____

Printed: _____

Title: _____

CITY OF BLOOMINGTON

By: _____ Date: _____

Printed: _____

Title: _____

Exhibit A

City of Bloomington - Time, Attendance, Accruals and Public Safety Scheduling - Request for Proposal #2016-06

Please input a "1" in the appropriate column to the right of the feature/function/capability statement. Further explanations, or information regarding 3rd party software and/or modification costs should also be provided in the comments column and Project Costs worksheet (Appendix G), if applicable. Each "non-title" row (?000) should have only one "1". Blank rows will be scored as Not Available.

Legend:

Standard - Current	Available in current software release
Standard - Next Release	Guaranteed available in next release of software
Report Writer	Report Writer function through Standard Reports or Ad Hoc Report Writer
3rd-Party Application	Please estimate general cost estimates in comments not a quote, unless available due to your resell arrangement.
Custom Modification	Custom programming by vendor (not meant to be a set-up configuration that is standard process through implementation. Please estimate general costs in comments (not a quote).
Not Available	Not available in current or next release: interfaced/integrated third-party application or through custom modification.

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
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#NAME?	Appendix A1 - Personnel Scheduling
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Personnel Scheduling	1.00 0	SHIFTS AND ROSTERS							
Personnel Scheduling	1.00 1	ROSTER INFORMATION - Roster program would need to incorporate:							
Personnel Scheduling	1.00 2	▪ Employee name	X						
Personnel Scheduling	1.00 3	▪ ID number	X						
Personnel Scheduling	1.00 4	▪ Radio Identifier	X						
Personnel Scheduling	1.00 5	▪ Area / Station of Assignment	X						
Personnel Scheduling	1.00 6	▪ Vehicle Assigned	X						
Personnel Scheduling	1.00 7	▪ Meal Break scheduled time	X						
Personnel Scheduling	1.00 8	▪ Special Equipment	X						
Personnel Scheduling	1.00 9	▪ Special Assignment	X						
Personnel Scheduling	1.01 0	DAILY ROSTER - System must provide a daily staffing roster that accommodates:							
Personnel Scheduling	1.01 1	▪ Staffing by Shift	X						

Personnel Scheduling	1.01 2	▪ Staffing by Department	X						
Personnel Scheduling	1.01 3	▪ Staffing by Division/Group	X						
Personnel Scheduling	1.01 4	▪ Staffing by department policies and procedures	X						
Personnel Scheduling	1.01 5	▪ Track vacancies	X						
Personnel Scheduling	1.01 6	ROSTER INFORMATION - Roster reflects customizable coding by position, person, rank, group and specialty	X						
Personnel Scheduling	1.01 7	ROSTER ASSIGNMENTS - Ability for the time keeping and scheduling software to create a roster of assigned personnel by shift / day of week / division, etc.	X						
Personnel Scheduling	1.01 8	SHIFT CALENDAR INTEGRATION - Ability to interface multiple shift calendars with a roster by employee group.	X						
Personnel Scheduling	1.01 9	▪ Automatically remove person from the roster when leave day is scheduled.	X						
Personnel Scheduling	1.02 0	▪ When a person is removed from the roster, assignments will automatically be reconfigured by group priority	X						
Personnel Scheduling	1.02 1	SENIORITY LIST - Ability to setup a pre-defined seniority lists for each division, department, employee group and position type, subject to exception rules.	X						
Personnel Scheduling	1.02 2	DRAG DROP COPY - Ability for Public Works to create roster using drag, drop, and copy, rather than keying in from scratch.	X						
Personnel Scheduling	1.02 3	YEARLY SCHEDULE - System should create customizable working assignments and schedules up to a year in advance or more	X						
Personnel Scheduling	1.02 4	SCHEDULE VARIATIONS - Schedules can be of any making including straight hours, variable hours, differing on/off by time period, and any blend or form.	X						
Personnel Scheduling	1.02 5	MULTIPLE SHIFTS - System must accommodate multiple and user-defined shift definitions	X						
Personnel Scheduling	1.02 6	PERSONNEL ASSIGNMENTS - Assignments can be based on skills, job classification, rank, seniority, seniority within a set of skills or within a job classification, or based on an override of criteria for which an exception need be marked on the record.	X						
Personnel Scheduling	1.02 7	VOLUNTEERS - Ability to schedule volunteers (e.g. non City employees).	X						Volunteers require licenses.
Personnel Scheduling	1.02 8	SCHEDULING RULES							

Personnel Scheduling	1.029	PRIORITIZED CANDIDATES - System must produce and prioritize a list of qualified and available candidates according to the business rules when filling a vacancy for each position and shift.	X						
Personnel Scheduling	1.030	PERSONNEL SCHEDULING QUALIFICATIONS - Roster must enable the emergency deployment and scheduling of units with qualified personnel in accordance to department scheduling rules and procedures.	X						
Personnel Scheduling	1.031	LEAVE BUSINESS RULES - Ability to create and edit business rules to govern all scheduling and leave issues applicable to full and part-time personnel in multiple collective bargaining contracts.	X						
Personnel Scheduling	1.032	SCHEDULING BUSINESS RULES - The system must allow user-defined and editable business rules to govern leave policies, set schedules, set staffing levels, fill vacancies, handle off-duty work schedules, call out for specialty units, and other types of circumstances that might affect staffing and scheduling.	X						
Personnel Scheduling	1.033	RULE UPDATES - The system must provide a means to update and modify existing business rules, collective bargaining rules, and operating protocols and to schedule its implementation based on a date and time and set of criteria by specific user access.	X						
Personnel Scheduling	1.034	MINIMUM STAFFING LEVELS - Ability to determine if a shift is at or below minimum staffing and requirements for position/role types per shift. Minimum staffing rules change based on the agreed on collective bargaining agreement for said unit and will need the ability to modify these rules when changed.	X						
Personnel Scheduling	1.035	SCHEDULING CRITERIA - Ability to schedule by station, officer, vehicle, and patrol area or position.	X						
Personnel Scheduling	1.036	SCHEDULING CRITERIA - Ability to request time off electronically and limit timeframe in which the request can be submitted, i.e. 60 days in advance. Submission limit rules will differ by employee group.	X						
Personnel Scheduling	1.037	SCHEDULING APPROVAL - Ability for time off requests to be approved on a first-come, first-serve basis or by seniority.	X						
Personnel Scheduling	1.038	SCHEDULING CRITERIA - Ability to temporarily remove a person from eligible scheduling (e.g. workers compensation or extended leave, out of area, etc.).	X						
Personnel Scheduling	1.039	SCHEDULING OVERLAP - Ability to prevent scheduled and off-duty times from overlapping	X						

Personnel Scheduling	1.04 0	HOLD-OVERS - Must be configurable to allow or not allow hold-over of personnel	x						
Personnel Scheduling	1.04 1	SCHEDULE CRITERIA - Fire shifts allow a maximum of 5 vacancies per shift (e.g. 3 vacations, 2 Kelly days), but a Personal Convenience day can only be used the day of, if over-time is not created.	x						
Personnel Scheduling	1.04 2	SCHEDULE CRITERIA - Ability to auto-enter established holidays at regular-time regardless whether an employee works, so that if a person works that day, their hours entry is paid in addition to the pre-auto entered holiday hours.	x						
Personnel Scheduling	1.04 3	SCHEDULE CRITERIA - Ability to schedule some shift types to have a minimum number of persons scheduled for certain positions in a shift (e.g. must have 4 Captains per shift).	x						
Personnel Scheduling	1.04 4	SCHEDULE CRITERIA – Ability for Police Dispatch Schedule to only allow 2 scheduled vacation time-off per shift.	x						
Personnel Scheduling	1.04 5	KELLY DAYS							
Personnel Scheduling	1.04 6	KELLY DAY CYCLE - Ability to setup Fire Dept. Kelly schedule as 1.0 day on, 2.0 days off, with every 14th scheduled on as a Kelly Day off (e.g. every 6th Tuesday).	x						
Personnel Scheduling	1.04 7	KELLY DAY TIME OFF LIMITATIONS - System to only schedule 3 people to have a Kelly Day on the same day.	x						
Personnel Scheduling	1.04 8	KELLY DAY PAYOUT OVER FLSA CYCLE - Ability for Fire Kelly Day to be paid over a FLSA cycle.	x						
Personnel Scheduling	1.04 9	BIDDING							
Personnel Scheduling	1.05 0	OPEN SHIFT - Using online web portal, request a vacant shift from a calendar schedule and go through a supervisor approval process.	x						
Personnel Scheduling	1.05 1	OPEN SHIFT - Ability to electronically post open shifts for employees to select-to-fill by various seniority or priority rules.	x						
Personnel Scheduling	1.05 2	SHIFT BIDDING - Ability to track annual shift bidding and vacation time periods. Vacation time bidding is available by seniority.	x						
Personnel Scheduling	1.05 3	SHIFT BIDDING - Provide online shift bidding by seniority and/or city defined priority rules annually and bi-annually or other periodic basis.	x						

Personnel Scheduling	1.054	MULTIPLE BID CYCLES - Provide Police Patrol division up to five online bidding types (defined by dept./div.) that are conducted one at time. For example: system to process online shift bidding process, then vacation bidding, then car bidding, then lunch hour bidding, then patrol beat bidding.	X							This bidding sequence can be arranged. It is not common practice to bid lunch hours and while we could accommodate, we will want to work through this with you during implementation so you understand the amount of configuration and maintenance involved, and how it will impact the users.
Personnel Scheduling	1.055	SIMULTANEOUS BID CYCLES BY SHIFT - Ability for system to handled multiple simultaneous vacation bidding cycles (e.g., Fire processes vacation bidding by shift type, not department as a whole).	X							
Personnel Scheduling	1.056	BIDDING RULES - Provide bidding time rules for various divisions/departments by employee group (e.g., Fire vacation biddings are processed by seniority per shift. Each person gets 24 hours to choose vacation days, or automatically goes to bottom of list. If person takes less than 24 hours, system automatically notifies next person, and so on).	X							
Personnel Scheduling	1.057	TRADE TIME								
Personnel Scheduling	1.058	TRADE TIME - Ability to track trade time between employees in hourly increments.	X							
Personnel Scheduling	1.059	MINIMUM TRADE HOURS - Ability for Police Dispatch staff to trade time in 4.0 hour increments.	X							
Personnel Scheduling	1.060	MINIMUM TRADE HOURS - Ability to limit hours available to trade in calendar and/or fiscal year.	X							
Personnel Scheduling	1.061	SHIFT TRADING - Ability for employees to request trade time online based on department/division business rules with approval.	X							
Personnel Scheduling	1.062	SHIFT TRADING - Ability to track trade time.	X							

Personnel Scheduling	1.063	SHIFT TRADING - Ability to reflect approved trade time on rosters/schedules.	X						
Personnel Scheduling	1.064	TRACKING SHIFT TRADES - Ability for system to show shift supervisor who was scheduled for shift and who is working shift without shift supervisor manual intervention	X						
Personnel Scheduling	1.065	TRACKING SHIFT TRADES - Ability for system to track the person that was scheduled to work the shift versus the person actually working the shift, including across different pay periods.	X						
Personnel Scheduling	1.066	TRACKING SHIFT TRADES - Ability for system to track for paying purposes the person that traded shift and was elevated to a higher classification for payment at differential.	X						
Personnel Scheduling	1.067	PAYING TRADE TIME - Ability to pay differential pay for working in a higher classification for a shift trade that may be in a different pay period (i.e., trade time only affects payroll for differential pay for working in a higher classification).	X						
Personnel Scheduling	1.068	NOTIFICATIONS							
Personnel Scheduling	1.069	ONLINE SHIFT SIGNUPS - Ability for various employee groups to establish rules and protocols to notify multiple employees of available schedules or shifts and allow them to sign-up through a web portal. Rules and protocols will be determined based on employee group/department/division. Unlimited number of employee groups required.	X						
Personnel Scheduling	1.070	SHIFT CHANGE NOTIFICATIONS - System to auto notify staff via email when they have been approved for a shift or their schedule has changed.	X						
Personnel Scheduling	1.071	ROSTER EXCEPTIONS							
Personnel Scheduling	1.072	ROSTER EXCEPTIONS - Must create a vacancy promptly after a leave exception has been entered and the roster must be updated in real-time.	X						
Personnel Scheduling	1.073	ROSTER VACANCY NOTIFICATIONS - System must notify supervisors to warn them of any unfilled/open positions.	X						
Personnel Scheduling	1.074	ROSTER UPDATES - Must create a vacancy and update the roster after an exception has been entered.	X						
Personnel Scheduling	1.075	VACANCY REPLACEMENT PERSONNEL - The system must have an alert system that reacts to vacancies caused by work exceptions and identify the appropriate replacement personnel. The work exceptions should be based on user-defined and editable business rules.	X						

Personnel Scheduling	1.07 6	ROSTER VACANCIES - Roster must enable authorized users to fill vacancies in accordance to department policy and procedures.	X						
Personnel Scheduling	1.07 7	VACANCY ADJUSTMENTS - Ability to receive and track sick calls, adjust the roster and setup call back to fill in vacancies by various seniority/priority rules.	X						
Personnel Scheduling	1.07 8	CALL-INS & CALL-OUTS							
Personnel Scheduling	1.07 9	TELEPHONE ACCESS - System must have accessibility for telephone notifications and response collection.	X						
Personnel Scheduling	1.08 0	NOTIFICATION METHODS - The system must be capable of sending notification to personnel by telephone, voicemail, cellular phone text, or email.	X						
Personnel Scheduling	1.08 1	INDIVIDUAL/GROUP MESSAGES - System must be able to deliver messages to an individual, group, or entire department.	X						
Personnel Scheduling	1.08 2	AUTOMATED CALL-OUTS - Ability to perform automated call-outs when a shift's minimum personnel falls below the requirements by position type.	X						
Personnel Scheduling	1.08 3	AUTOMATED CALL-OUTS - Ability of the system to use call-back responses to automatically cover a vacant shift	X						
Personnel Scheduling	1.08 4	PHONE - OVERTIME CALL OUTS - System must call out for overtime to fill vacant positions.	X						
Personnel Scheduling	1.08 5	AUDIT TRAIL - PHONE CALLS - System must keep an audit trail of who was called, the purpose of the call, and the outcome/response of the call.	X						
Personnel Scheduling	1.08 6	▪ Who was called	X						
Personnel Scheduling	1.08 7	▪ Purpose of the call	X						
Personnel Scheduling	1.08 8	▪ Time of the call	X						
Personnel Scheduling	1.08 9	▪ Outcome (answered, left message, no message left)	X						
Personnel Scheduling	1.09 0	▪ Response collected	X						
Personnel Scheduling	1.09 1	TRACK CALL-INS AND CALL-OUTS - Ability for the system to manage call ins and call backs by current seniority rules.	X						
Personnel Scheduling	1.09 2	MINIMUM CALL BACK TIME - Ability to setup minimum time for callbacks	X						
Personnel Scheduling	1.09 3	If no one accepts from the first Call-in notification, system will go through same list and the first person to answer is notified that they have to come in.	X						

Personnel Scheduling	1.09 4	RULES - If no one from mandatory call-in list responds/accepts then system to notify current shift supervisor immediately so current shift person can be held over. Auto notification by:	X						
Personnel Scheduling	1.09 5	▪ Email	X						
Personnel Scheduling	1.09 6	▪ Phone	X						
Personnel Scheduling	1.09 7	▪ Text	X						
Personnel Scheduling	1.09 8	RULES - Ability for Fire Call-ins to ring seven times before disconnecting.	X						
Personnel Scheduling	1.09 9	RULES - Ability to mass call-out for available shifts on a first-come, first-serve basis.	X						
Personnel Scheduling	1.10 0	RULES - Ability for call-in time for divisions/departments by employee group to have different minimum hours (e.g. PACE department call-in time to be paid at 1.5 normal pay with a minimum of 3.0 hours).	X						
Personnel Scheduling	1.10 1	RULES - Minimum call-back time does not apply if employee is being continuous held over from normal scheduled shift.	X						
Personnel Scheduling	1.10 2	RULES - Police call-out priority goes to officers from that same shift (e.g. morning, afternoon, night) that are off for that date.	X						
Personnel Scheduling	1.10 3	RULES - Ability for Police to create a call-out request for someone to come in 4.0 hours early by seniority.	X						
Personnel Scheduling	1.10 4	RULES - Call-out system to skip people on seniority/priority lists of already scheduled or worked 24.0 hours of over-time in a week or 16.0 hours in a day.	X						
Personnel Scheduling	1.10 5	RULES - If Police call-out is for emergency, then over-time restriction is ignored and normal seniority applies.	X						
Personnel Scheduling	1.10 6	RULES - Using reverse seniority, system to track who would be mandated to work a shift if no one accepts the call-in.	X						
Personnel Scheduling	1.10 7	RULES - Ability for different departments to setup different call-in rules (e.g. Fire-Calls only versus Police-Calls and voicemails, XYZ Dept-Calls, voicemail, text, email).	X						
Personnel Scheduling	1.10 8	RULES - Ability for PACE department to ad hoc a call-in for an incident based on a seniority list.	X						
Personnel Scheduling	1.10 9	RULES - Ability to automate or manual start call-back procedures.	X						
Personnel Scheduling	1.11 0	RULES - Ability for Public Works to setup 2 phone numbers per person and system to call both before moving on to the next priority person.	X						

Personnel Scheduling	1.11 1	RULES ON THE FLY - Ability for Snow Removal supervisor to determine the number of positions needed on the fly and system to call in priority order until total is filled.	X						
Personnel Scheduling	1.11 2	RULES ON THE FLY - Ability to create a position vacancy on the fly and to have system initiate call-outs (e.g. emergency incident such as water main break).	X						
Personnel Scheduling	1.11 3	RULES ON THE FLY - Ability to create a call-back on the fly with system to begin auto calling by priority.	X						
Personnel Scheduling	1.11 4	AD HOC SHIFT POSITIONS ON THE FLY - Ability for a department to create an ad hoc position for a particular shift and system to initiate automated call-out procedures to find a person to accept to shift (e.g., Performing Arts has five hundred events per year with different scheduling requirements for each).	X						
Personnel Scheduling	1.11 5	RULES - System to remove persons from priority call-back lists if they have already worked 16.0 hours that day.	X						
Personnel Scheduling	1.11 6	RULES - Ability for system to leave voicemails or not leave voicemails depending on employee group.	X						
Personnel Scheduling	1.11 7	RULES - Ability for call-in system to not call persons already using 4.0 hours of sick time that day.	X						
Personnel Scheduling	1.11 8	RULES - Ability for some Police position shift vacancies to be automatically opened for call-out, while others require supervisor to initiate call-out procedures.	X						
Personnel Scheduling	1.11 9	ON-CALL MINIMUM HOURS PAID - Ability to track minimum hours paid for call-in/call-back hours worked. Note: this is calculated per instance and minimum hours is dependent on employee or bargaining group.	X						
Personnel Scheduling	1.12 0	TIME CLOCK SHIFT ADJUSTMENTS - Ability for system to adjust schedule based upon actual clock-in/clock-out times	X						
Personnel Scheduling	1.12 1	FINALIZED SHIFT AS TIME ENTRY - Ability for system to use finalized and approved scheduling information as the time and attendance data that is interfaced to payroll.	X						
Personnel Scheduling	1.12 2	EMERGENCY RESPONSE - Ability to contact employees by phone, text, email or Web portal for quick scheduling and deployment. This would be used for snow events, fire general alarms or other potential disaster response.	X						
Personnel Scheduling	1.12 3	EMERGENCY RESPONSE - Ability to track time for State IEMA or FEMA reimbursement.	X						

Personnel Scheduling	1.12 4	INQUIRIES & REPORTS							
Personnel Scheduling	1.12 5	STATION ASSIGNMENTS BY SHIFT - Ability to create a report of Station Assignments by shift for Fire.	X						
Personnel Scheduling	1.12 6	MONTHLY ROSTER BY SHIFT - Ability to create a monthly roster by shift for Police.	X						
Personnel Scheduling	1.12 7	MONTHLY OVER-TIME - Ability to create a monthly over-time report by employee by shift for Police.	X						
Personnel Scheduling	1.12 8	MONTHLY OVER-TIME - Ability to create a monthly over-time report by employee for all shifts for Police.	X						
Personnel Scheduling	1.12 9	ANNUAL OVER-TIME - Ability to create an annual over-time report with totals by month and breakouts summarized by Gained, Expended and Balance for types for Police.	X						
Personnel Scheduling	1.13 0	DAILY ROSTER - Ability to create a Daily Patrol Division roster showing personnel, call Sign, Beat, Unit, Lunch, Legend Code, Days of the Week and along with Personnel Scheduled Time Off showing roster breakouts and type of leave.	X						
Personnel Scheduling	1.13 1	CREW ROSTER - Ability to create a roster for Streets & Sewers crew assignments (e.g. hot asphalt, sign shop, night crew, etc.) also showing staff on leave with type (e.g. restricted, no pay, vacation, etc.).	X						
Personnel Scheduling	1.13 2	CREW ROSTER - Ability to create a roster for Refuse crew assignments (e.g. garbage, street sweep, recycle, bulk/brush), showing assigned truck, job type and hours, and staff on leave with type (e.g. Sick, Vacation, PC) and hours.	X						
Personnel Scheduling	1.13 3	EMPLOYEE SCHEDULE QUERIES - System must allow each employee to query their current schedule, their most recent past schedule, and any future schedule.	X						
Personnel Scheduling	1.13 4	SHIFT CALENDAR - Ability to view a shift calendar in real time with all known approved leaves entered on the calendar.	X						
Personnel Scheduling	1.13 5	INTEGRATION							
Personnel Scheduling	1.13 6	PHONE - WORK STATUS INFORMATION - System must enable employees to obtain work status information over the telephone.	X						
Personnel Scheduling	1.13 7	WEB PORTAL - WORK STATUS INFORMATION - System must enable employees to obtain work status information from a Web Portal.	X						
Personnel Scheduling	1.13 8	3RD PARTY IMPORTING/EXPORTING - System must provide an application interface for importing/exporting data from 3rd party applications (MUNIS ERP, Firehouse).	X						

Personnel Scheduling	1.13 9	REAL-TIME - System should be real-time so that data is updated immediately throughout the system	X						
Personnel Scheduling	1.14 0	SCHEDULING - TIME AND ATTENDANCE - Integration between scheduling and time and attendance.	X						
Personnel Scheduling	1.14 1	SECURITY							
Personnel Scheduling	1.14 2	TIME STAMPS - The system has the functionality to perform time stamps on each and every data entry point initiated by a user, supervisor, manager, administrator and the application itself and provides a means to review each data entry point for evaluation and audit.	X						
Personnel Scheduling	1.14 3	AUDIT TRAIL - SHIFT/DAY DETAILS - System maintains a record of who worked each day, and what happened during that shift.	X						
Personnel Scheduling	1.14 4	TEMPORARY ACCESS - The system must allow temporary duty assignments for administrators allowing Individuals to have a higher security access for a specific time period (acting shift supervisor).	X						
Personnel Scheduling	1.14 5	APPLICATION ADMINISTRATORS - System must enable the City to designate under appropriate security authorization, application administrators and sub administrators to enable assignments and approve schedules and exceptions.	X						

City of Bloomington - Time, Attendance, Accruals and Public Safety Scheduling - Request for Proposal #2016-06

Please input a "1" in the appropriate column to the right of the feature/function/capability statement. Further explanations, or information regarding 3rd party software and/or modification costs should also be provided in the comments column and Project Costs worksheet (Appendix G), if applicable. Each "non-title" row (?000) should have only one "1". Blank rows will be scored as Not Available.

Legend:

Standard - Current	Available in current software release
Standard - Next Release	Guaranteed available in next release of software
Report Writer	Report Writer function through Standard Reports or Ad Hoc Report Writer
3rd-Party Application	Please estimate general cost estimates in comments not a quote, unless available due to your resell arrangement.
Custom Modification	Custom programming by vendor (not meant to be a set-up configuration that is standard process through implementation. Please estimate general costs in comments (not a quote).
Not Available	Not available in current or next release; interfaced/integrated third-party application or through custom modification.

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Appendix A2 - Timekeeping									
Timekeeping	2.000	EMPLOYEE INFORMATION MANAGEMENT							
Timekeeping	2.001	EMPLOYEE FIELDS - Provide the ability to view and report on employee's current information such as:							
Timekeeping	2.002	▪ Employee Number	X						
Timekeeping	2.003	▪ Name (first, middle, last, suffix)	X						
Timekeeping	2.004	▪ Nickname/Preferred Name	X						
Timekeeping	2.005	▪ Address	X						
Timekeeping	2.006	▪ City	X						
Timekeeping	2.007	▪ State	X						
Timekeeping	2.008	▪ Zip	X						
Timekeeping	2.009	▪ Home Phone	X						
Timekeeping	2.010	▪ Work Phone	X						
Timekeeping	2.011	▪ Cell Phone	X						
Timekeeping	2.012	▪ Other Phone	X						
Timekeeping	2.013	▪ Email address	X						
Timekeeping	2.014	▪ Birth date	X						
Timekeeping	2.015	▪ Emergency Contact Information	X						
Timekeeping	2.016	▪ Hire Date	X						
Timekeeping	2.017	▪ Anniversary Date	X						
Timekeeping	2.018	▪ Seniority Date	X						
Timekeeping	2.019	▪ Years of Services (auto calculate, years, months, days)	X						
Timekeeping	2.020	▪ Probation Begin Date	X						
Timekeeping	2.021	▪ Probation End Date	X						
Timekeeping	2.022	▪ Location	X						
Timekeeping	2.023	▪ Supervisor	X						
Timekeeping	2.024	▪ Title	X						
Timekeeping	2.025	▪ Position Number	X						

Timekeeping	2.026	▪ Assigned shift	X						
Timekeeping	2.027	▪ FLSA Code (exempt vs. non-exempt)	X						
Timekeeping	2.028	▪ Pay frequency	X						
Timekeeping	2.029	▪ Standard Hours worked each week	X						
Timekeeping	2.030	▪ Annual salary and effective date	X						
Timekeeping	2.031	▪ Hourly rate and effective date	X						
Timekeeping	2.032	▪ Multiple alternate pay rates and effective dates	X						
Timekeeping	2.033	USER DEFINED FIELDS - Ability to add unlimited user-defined fields as needed.	X						
Timekeeping	2.034	NOTES - Ability to add notes to employee record	X						
Timekeeping	2.035	ALERTS & NOTIFICATIONS - Ability to set reminder alerts in advance (a week or month) on all dates and notify (email or dashboard) anyone. Unique alert date example: end of probation period by each employee group rules.						X	
Timekeeping	2.036	ID BADGES - Provide ability to generate employee identification badges with badge information varying by employee group (i.e. name, picture and access control number).						X	
Timekeeping	2.037	TIME ENTRY							
Timekeeping	2.038	EMPLOYEE TIME ENTRY- Ability for everyone to enter their own time records using the following intake methods:	X						
Timekeeping	2.039	▪ Smart Phone	X						
Timekeeping	2.040	▪ MDC Unit (e.g., Police)	X						
Timekeeping	2.041	▪ iPad	X						
Timekeeping	2.042	▪ Windows Tablet	X					X	Windows Tablet not supported, although HTML5 page may be accessed, a specific application is not developed for Windows
Timekeeping	2.043	▪ Time Clocks	X						

Timekeeping	2.044	▪ Remotely via PC (e.g., time entry from home)	X							
Timekeeping	2.045	▪ Desk Phone	X							
Timekeeping	2.046	▪ Desk PC	X							
Timekeeping	2.047	▪ Other (Please comment)	X							Standard phone line (Addl cost)
Timekeeping	2.048	EMPLOYEE TIME ENTRY RESTRICTIONS - Ability to restrict entry mode by individual employee or by department.								
Timekeeping	2.049	TIME CYCLES - Ability to track regular and over-time hours by:	X							
Timekeeping	2.050	▪ Calendar Year	X							
Timekeeping	2.051	▪ Fiscal Year	X							
Timekeeping	2.052	▪ Anniversary Year	X							
Timekeeping	2.053	▪ Daily	X							
Timekeeping	2.054	▪ Rolling Calendar Year	X							
Timekeeping	2.055	CODE LISTING - Fields should provide a drop down list for all codes that display both the code and description.						X		Code descriptions are kept, but not displayed.
Timekeeping	2.056	VOLUNTEERS - Ability to accommodate volunteer time and attendance entry.	X							Add licenses required. We license volunteers like employees.
Timekeeping	2.057	AUTO HOLIDAY SETUP - Ability to automatically set up holiday dates based on employee group years into the future.	X							
Timekeeping	2.058	TIME ENTRY ALERTS								
Timekeeping	2.059	TIME ENTRY ERRORS - Ability to establish error messages based upon time entry rules at time entry for employees who are not in compliance with established rules.	X							
Timekeeping	2.060	TIME ENTRY ALERTS - System should block entry/use of unavailable comp time accrual limits, annual leave limits, and holiday comp time limits	X							
Timekeeping	2.061	TIME ENTRY RULES								
Timekeeping	2.062	INDIVIDUAL HOURS TYPES - Ability to assign time entry hours types/groups to each employee so they can charge only to those types.	X							

Timekeeping	2.063	TIME ENTRY RULES - System must allow flexibility to change work schedules "on-the-fly" to accurately capture regular vs. overtime work hours.	X							
Timekeeping	2.064	TIME ENTRY RULES - The timesheet must reflect all "in and out" time comparable to an automated time clock.	X							
Timekeeping	2.065	TIME ENTRY RULES - Begin and end times for all working time is required whether or not an employee is assigned to a set, established work schedule.	X							
Timekeeping	2.066	TIME ENTRY RULES - Lunch periods must be reflected in the time entry for those employees whose workday includes a lunch break.	X							
Timekeeping	2.067	HOURS CALCULATION - System should not allow overlapping minimum pays based on actual time entries.	X							
Timekeeping	2.068	HOURS CALCULATION - Ability to calculate more than twenty-four hours in a day (e.g., regular pay and holiday accrual).	X							
Timekeeping	2.069	MULTIPLE RATES FOR ONE EMPLOYEE - Ability to record time worked on multiple different tasks, in different positions, at different hourly rates.	X							
Timekeeping	2.070	TIME ENTRY RULES - Ability to establish time entry rules for regular pay, overtime, leave balance, etc. in compliance with FLSA, personnel rules and regulations, City policies etc.	X							
Timekeeping	2.071	TIME ENTRY RULES - Enforced minimum number of leave hour increments must be used (e.g. 40 hours for schooling, then minimum 20 hour increments).	X							
Timekeeping	2.072	TIME ENTRY RULES - Ability to enter time by job code, earn code, org code. Note: Employees are paid different rates dependent on work classification (e.g. laborer vs. truck driver, Sergeant vs. Acting Captain).	X							
Timekeeping	2.073	FUTURE TIME ENTRY - Ability to schedule employees' time worked and absences into the future.	X							

Timekeeping	2.074	EXCEPTION ONLY TIME ENTRY - Ability to setup time entry by exception, but have some department/division and/or hourly employees not setup by exception.	X						
Timekeeping	2.075	SHIFT SCHEDULES - Shift schedules must be able to accommodate flex-schedules such as: 5X8; 4X10; 9X80; 3X12 (28 day cycle); 24 on/off - 48 off (27 day cycle)	X						
Timekeeping	2.076	SHIFT SCHEDULES - System to configure night shift dates based by season (e.g. 10 pm - 6 am or 11 pm to 7 am).	X						
Timekeeping	2.077	DAYS WORKED - Ability to track the number of days an employee worked in a defined period for take-home vehicle policy.			X				
Timekeeping	2.078	MULTIPLE PRE-SET PAY RATES - Ability to have different pre-set pay rates for the same employee if they are working in a different job classification.	X						
Timekeeping	2.079	RESTRICTIONS - Ability to temporarily restrict a person's ability to work certain out of classification positions (e.g. on light duty).	X						
Timekeeping	2.080	ROUNDING - Ability for system to round by FLSA rules such as 7 minutes to the nearest quarter hour.	X						
Timekeeping	2.081	TIME CLOCK RULES - Ability for system to prevent early clock-ins or late clock-outs without supervisor approval.	X						
Timekeeping	2.082	WORKING OUT OF CLASSIFICATION - Ability for system to automatically track a person working out of classification and pay at same step different position by selection a time entry type or category (e.g., if working out of classification as acting captain, get paid at your step in the classification for shift).	X						
Timekeeping	2.083	DIFFERENTIAL PAY							
Timekeeping	2.084	DIFFERENTIAL - Ability to add one hour of over-time pay per day (shift) when training new staff.	X						
Timekeeping	2.085	DIFFERENTIAL - If firefighter is the designated EMS Supervisor, they receive a 7% differential pay.	X						
Timekeeping	2.086	DIFFERENTIAL - If working a shift in a higher classification, employee is paid at their step of that higher pay grade.	X						

Timekeeping	2.087	DIFFERENTIAL - Working on actual holiday can be 1.5 or 2.0 times the normal pay rate.	x							
Timekeeping	2.088	DIFFERENTIAL - Based on employee group, any employee who works over 12 consecutive hours in a shift is paid \$10 for a meal.	x							
Timekeeping	2.089	DIFFERENTIAL - Ability to pay multiple employee groups at various differentials (e.g. Public Works night crew are paid a \$.35 per hour differential).	x							
Timekeeping	2.090	DIFFERENTIAL - Ability for Performing Arts Center to ad hoc add 1.0 hour of differential pay if a person was not provided a hot meal. This 1.0 hour of differential is not subject to over-time.	x							
Timekeeping	2.091	DIFFERENTIAL PAY - Ability to define a differential pay of X% for certain out of class work hours.	x							
Timekeeping	2.092	UNLIMITED DIFFERENTIAL PAY TYPES - Provide unlimited "other income" default data types per employee, in addition to a base salary rate type.	x							
Timekeeping	2.093	OVER-TIME								
Timekeeping	2.094	OVER-TIME - Ability for some bargaining units to have unique over-time rules (e.g. 10 hours per day or 40 hours per week, or over-time between 12:00 am and 6:00 am.	x							
Timekeeping	2.095	OVER-TIME - Ability for Fire to auto-calculate over-time as anything over 24.0 hours by assignment.	x							
Timekeeping	2.096	OVER-TIME - Ability to setup more than one type of over-time comp. time with different accruals, maximums and cash-out rules.	x							
Timekeeping	2.097	OVER-TIME - All Police regular over-time is accrued as comp. time at 1.5 hours per hour until a maximum of 120 hours, which is then paid out at regular time rates at the end of the month.	x							
Timekeeping	2.098	OVER-TIME - Ability for employees to request to sell comp time electronically with supervisor approval. (e.g. Police over-time comp. time can be requested to be cashed out).	x							
Timekeeping	2.099	OVER-TIME - Police only allow a maximum of 40 regular accrued outside	x							

		agency over-time to be used as comp. time.							
Timekeeping	2.100	OVER-TIME - Ability for some call-back to be automatically paid over-time.	X						
Timekeeping	2.101	DUAL OVERTIME BANKS - Ability to setup a 60 hour overtime bank that automatically pays any overtime hours over 60 hours at the end of the month.	X						
Timekeeping	2.102	OVER-TIME - Ability to perform multiple complex over-time calculations based on rules built into system.	X						
Timekeeping	2.103	OVER-TIME - Overtime calculations will take into account start and stop times, scheduled hours, position worked.	X						
Timekeeping	2.104	OVER-TIME - Ability to earn overtime for each day employee functions as a Field Training Officer (assigned a recruit). The overtime is to be placed in an overtime bank.	X						
Timekeeping	2.105	ADJUSTMENTS AND APPROVALS							
Timekeeping	2.106	APPROVAL WORKFLOWS - Ability to support multiple user-defined approval workflows for time entry.	X						
Timekeeping	2.107	ADDITIONAL APPROVERS - Provide additional approval levels, via on-line workflow, if requested	X						
Timekeeping	2.108	APPROVAL WORKFLOW - Ability to electronically sign-off on final timesheet approval at the employee and supervisor levels.	X						
Timekeeping	2.109	TIME ENTRY VALIDATION - Ability to validate time entry data by employee and group (e.g. job classes, position codes per employee).	X						
Timekeeping	2.110	TIME ENTRY EDIT - Ability to edit time entry by cost center, location, supervisor or employee.	X						
Timekeeping	2.111	ADJUSTMENTS - Ability to update the employee's time when approving and adding comments	X						
Timekeeping	2.112	ADJUSTMENTS - Ability to adjust or correct time entries captured in the current pay period	X						
Timekeeping	2.113	ADJUSTMENTS - Ability to adjust or adjust time entries for previous pay periods in order to correct pay at the wrong rate, position or account.	X						

Timekeeping	2.114	APPROVALS - Ability for some employees to approve online time sheets even after payroll has processed.	x						
Timekeeping	2.115	MULTI-APPROVALS - Ability for multiple supervisors from different departments to approve a specific person's hours worked for their department in the same pay period.	x						
Timekeeping	2.116	BILLING AND COSTING							
Timekeeping	2.117	OVERTIME BILLING - Ability to bill overtime hours for clients (i.e., Officer working overtime to a private event or security).	x		X				OT billing codes can be assigned to the OT hours. An interface to a billing system is required.
Timekeeping	2.118	COST ACCOUNTING VIA TIME ENTRY - Ability to charge time to different cost centers, projects, grants, agency activities, etc. to facilitate reporting time and employee costs associated with specific tasks.	x						This is a broad area in which many of these can be handled within scheduling or timekeeping modules. For more advanced data collection and reporting, Kronos offers an optional module (Workforce Activities) which is not included our this proposal.
Timekeeping	2.119	FORECAST LABOR COSTS - Ability to track and forecast labor costing based on time entry trends.	x		X				Workforce Central would manage the tracking of the data and labor cost

										forecasting would be addressed by an external solution.
Timekeeping	2.120	CHARGE BACKS - Ability for time to be charged back by an unlimited number of user-defined project or job cost codes.	X		X					Charge codes can be assigned to the chargeable hours. An interface to a billing system is required.
Timekeeping	2.121	REPORTS								
Timekeeping	2.122	TIME RECORDS - Ability for everyone to view their own time records.	X							
Timekeeping	2.123	MISSING TIME ENTRY EXCEPTION REPORT - Ability to produce an exception report identifying employees with no time entry or changes to exception-based timekeeping.	X							
Timekeeping	2.124	TARDY TRACKING - Ability to track and report on tardies.	X							
Timekeeping	2.125	TRACK BY DIVISION - Ability to track each time entry by department, division and sub-division. Note: Time/cost hits the general ledger by sub-division (employees can work in multiple sub-divisions within a pay period).	X							
Timekeeping	2.126	CALENDAR VIEW - Provide a Calendar view with color coding to easily see trends (i.e. employee off every Monday) by employee or groups of employees	X							
Timekeeping	2.127	TIME ENTRY SUMMARY REPORT - Summary of time submitted to payroll.	X							
Timekeeping	2.128	HOURS WORKED REPORT - Provide the ability to report on number of hours worked in fiscal, calendar year, rolling calendar for hourly employees.	X							
Timekeeping	2.129	TIME ENTRY SUMMARY REPORT - Summary of time submitted to payroll.	X							
Timekeeping	2.130	EXCEPTIONS INQUIRY - System to provide supervisor an exceptions inquiry screen showing those who forgot to clock in or out.	X							

Timekeeping	2.131	MISSING TIME ENTRY EXCEPTION REPORT - Ability to produce an exception report identifying employees with no time entry or changes to exception-based timekeeping.	X						
Timekeeping	2.132	LABOR DISTRICUTION - Ability to verify labor distribution.	X						
Timekeeping	2.133	INTEGRATION							
Timekeeping	2.134	INTEGRATION - HUMAN RESOURCES and Payroll - Provide bi-directional integration with Munis (ERP system).	X						
Timekeeping	2.135	INTEGRATION - PROJECT ACCOUNTING - Ability to provide labor distribution data to Tyler Munis Project Accounting.	X						
Timekeeping	2.136	PAYROLL CYCLES - Ability to feed time entry files to multiple weekly and bi-weekly pay cycles by group.	X						
Timekeeping	2.137	ID BADGE INTEGRATION - Integration to an ID Badge solution.	X						
Timekeeping	2.138	TIME ENTRY VALIDATIONS - Ability for system to auto validate data entry (i.e., check leave balance, employee numbers, account numbers, project numbers, and department numbers).	X						

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Not Available	Not available in current or next release; interfaced/integrated third-party application or through custom modification.

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
Appendix A3 - Accruals									
Accruals	3.000	FMLA							
Accruals	3.001	ELIGIBILITY - Track hours an employee has worked toward 1250 hour required FMLA eligibility.	X						
Accruals	3.002	ELIGIBILITY - Ability to automate eligibility determination in terms of hour, years of service, and time still available.	X						
Accruals	3.003	CASE MANAGEMENT - Ability to provide required letters and documents needed for each new FMLA case (e.g. Case Management within Time Keeping).	X						
Accruals	3.004	DATA - Ability to track the following FMLA data elements with date and time stamp:	X						
Accruals	3.005	▪ Date FMLA requested	X						
Accruals	3.006	▪ History of when taken	X						
Accruals	3.007	▪ Date due to return to work	X						
Accruals	3.008	▪ Date approved	X						
Accruals	3.009	▪ Date returned to work	X						
Accruals	3.010	MAXIMUM REACHED NOTIFICATION - Ability to send notifications and specify recipients when maximum FMLA hours have been reached.	X						

Accruals	3.01 1	REQUEST FMLA - Ability to request FLMA leave with approvals.	X						
Accruals	3.01 2	ACCRUALS							
Accruals	3.01 3	LEAVE BENEFIT ACCRUAL - Ability to track, accrue, and report various leaves based on various date fields and a variety of criteria (i.e., employee group, individual employee, FLSA group, full-time/part-time, etc.)	X						
Accruals	3.01 4	LEAVE TYPES - Ability to track unlimited leave types (accrued, non-accrued, granted) some of which include:	X						
Accruals	3.01 5	▪ Job Injury	X						
Accruals	3.01 6	▪ FMLA	X						
Accruals	3.01 7	▪ Sick	X						
Accruals	3.01 8	▪ Vacation	X						
Accruals	3.01 9	▪ Holiday	X						
Accruals	3.02 0	▪ Personal Convenience	X						
Accruals	3.02 1	▪ Comp Time	X						
Accruals	3.02 2	▪ Emergency	X						
Accruals	3.02 3	▪ Bereavement	X						
Accruals	3.02 4	▪ Leave of Absence/Time Off Without Pay	X						
Accruals	3.02 5	▪ Schooling	X						
Accruals	3.02 6	▪ Floating Time Off	X						
Accruals	3.02 7	LEAVE ACCRUAL CYCLES - Ability to accrue and track all leave types by:							
Accruals	3.02 8	▪ Calendar Year	X						
Accruals	3.02 9	▪ Fiscal Year	X						
Accruals	3.03 0	▪ Anniversary Year	X						
Accruals	3.03 1	▪ Daily	X						

Accruals	3.03 2	▪ Rolling Calendar Year	x						
Accruals	3.03 3	▪ Any Approved FMLA Basis	x						
Accruals	3.03 4	ELIGIBILITY - Track hours an employee has worked toward 1000 hour required IMRF enrollment eligibility.	x						
Accruals	3.03 5	ELIGIBILITY - Track hours an employee has worked toward Affordable Care Act eligibility.	x						
Accruals	3.03 6	ACCRUAL TOTALS - Provide ability to calculate and display accrual totals (accrued, used, and maximum) for any specified period of time.	x						
Accruals	3.03 7	ACCRUALS PROJECTIONS - Ability to project accruals to a specific future date (e.g. available leave)	x						
Accruals	3.03 8	LEAVE ACCRUAL STORAGE - Ability to store leave accrual and balances for a user defined period of time.	x						
Accruals	3.03 9	RECALCULATE LEAVE BENEFIT - Ability for system to recalculate leave time benefit based on new (revised hire) date (e.g. employee was on unpaid leave for 6 months).	x						
Accruals	3.04 0	LEAVE CONVERSION CASH OPTION - Ability to calculate leave conversions to include cash conversion. Eligibility and limitations may vary by employee groups.	x						
Accruals	3.04 1	UNLIMITED LEAVE DESIGNATIONS (ACCRUED) - Ability to accrue, track and report unlimited leave	x						

		designations (vacation, personal convenience, sick leave, various comp. times, etc.)								
Accruals	3.04 2	UNLIMITED LEAVE DESIGNATIONS (NON-ACCRUED) - Ability to track and report unlimited leave designations (court days, funeral, etc.) deposited at beginning of annual period (January 1st, fiscal year, anniversary date, etc.). NOTE: Non accrual leaves are used or lost.	X							
Accruals	3.04 3	UNLIMITED LEAVE DESIGNATIONS (NON-ACCRUED, GRANTED) - Ability to track and report unlimited leave designations (emergency, bereavement) to be used as needed by employee group rules. No predetermined amount set to these leaves. Amounts are approved by supervisor on a case by case basis.	X							
Accruals	3.04 4	MAX LEAVE ACCRUAL FLAG - Provide a flag for maximum accrual of leave benefits.	X							
Accruals	3.04 5	ADD ACCRUAL AMOUNTS - Ability to manually add additional accrual amounts to a person in a group due to an individual's special negotiated accrual (e.g. executive management).	X							
Accruals	3.04 6	MULTIPLE HOLIDAY CALENDARS - Ability for employee groups to have different designated holidays.	X							
Accruals	3.04 7	RULES								

Accruals	3.04 8	UNLIMITED ACCRUAL RULES - Ability to track unlimited accrual rules.	X						
Accruals	3.04 9	ACCRUAL RULES - Ability to establish each accrual type as a group rule or an individual rule.	X						
Accruals	3.05 0	CARRY OVER LIMITS - Ability to set carry-over limits by employee group to restrict the amount of time that can be carried over from year to year or other accrual period.	X						
Accruals	3.05 1	RESET LEAVE USAGE & LOAD BALANCES - Ability to reset leave available balance or load in balances on a fiscal or calendar year basis.	X						
Accruals	3.05 2	RESTRICT ABSENCE CODES - Ability to restrict absence or leave codes to contracts/bargaining units or departments (e.g. only Fire Local 49 Union employees are eligible for Kelly Days).	X						
Accruals	3.05 3	UPDATE ACCESS - Ability to designate only supervisors capable of entering emergency leave or bereavement.	X						
Accruals	3.05 4	VALID LEAVE CODES - Ability to designate if a person can use a benefitted leave code by employee group.	X						
Accruals	3.05 5	VIEW LEAVE BALANCES - Provide the ability to validate leave balances real-time at the point of entry.	X						
Accruals	3.05 6	ACCRUAL RULES - Ability to deposit certain accrual type hours monthly by various periods (e.g. 0-1, 1-13, 13-9,999).	X						

Accruals	3.05 7	ACCRUAL RULES - Ability for certain accrual type hours to have a maximum accrual, and a maximum carry over.	X						
Accruals	3.05 8	ACCRUAL RULES - Ability for monthly accruals to accrue at a higher rate during first year of employment (e.g. 0-12 months = xx, 13-36 months = xx, 36-60 months = xxx).	X						
Accruals	3.05 9	ACCRUAL RULES - Ability for some accruals to be deposited on a date for use in next accrual period versus being added to accrual bank each pay period.	X						
Accruals	3.06 0	ACCRUAL RULES - Ability to restrict some accruals from being used in first year of employment.	X						
Accruals	3.06 1	ACCRUAL RULES - Ability for Police Dispatch to accrue 48 hours of Floating time off each year. Balance is paid out at fiscal year-end.	X						
Accruals	3.06 2	ACCRUAL TRANSFER - Ability to transfer accrued leave time to a different accrual bank.	X						
Accruals	3.06 3	ACCRUAL BUY BACK - Ability to setup different types of accrual buy-back (paid out) rules by employee group.	X						
Accruals	3.06 4	ACCRUAL REQUEST RESTRICTIONS - Ability to require minimum amount of time before hand to request time off.	X						
Accruals	3.06 5	ACCRUAL REQUEST RESTRICTIONS - Ability to restrict how far into the future you can request	X						

		time off by employee group.							
Accruals	3.06 6	REQUEST TIME OFF - Ability for supervisor to approve/disallow time off request with notes.	X						
Accruals	3.06 7	REQUEST TIME OFF - Ability for system to notify employee of requested time-off authorization with notes from supervisor.	X						
Accruals	3.06 8	COMP TIME							
Accruals	3.06 9	COMP TIME EARNED CAPS - Ability to track time earned by date earned, with caps by individual or employee group.	X						
Accruals	3.07 0	COMP TIME EARNED CAPS - Ability to bank leave within compensatory cap limits and pay time over cap limits.	X						
Accruals	3.07 1	COMP TIME USER-DEFINED MULTIPLIERS - Ability to accommodate user-defined wage multipliers (e.g., time and a half, triple time and a half, etc.) and calculate Compensatory time earned based upon user-defined formulae.	X						
Accruals	3.07 2	COMP TIME - Ability for certain hour types to accrue comp. time instead of paid wages.	X						
Accruals	3.07 3	VACATION							
Accruals	3.07 4	VACATION ACCRUALS - All vacation accruals are calculated at employees designated vacation rate (i.e. NOT at a different rate if temporarily working in an acting or out of class position).	X						

Accruals	3.07 5	VACATION TO SICK BANK - Ability to transfer/move unused vacation or personal convenience to a sick bank.	X						
Accruals	3.07 6	VACATION ACCRUALS - Ability to setup starting vacation hours deposit by employee group.	X						
Accruals	3.07 7	VACATION BANK - Ability to setup additions to vacation bank by date by position or group.	X						
Accruals	3.07 8	VACATION/TIME OFF PRIORITIES - When awarding vacation and holiday time off, the system must be capable of taking into consideration variables such as:	X						
Accruals	3.07 9	▪ Seniority and bargaining unit rules	X						
Accruals	3.08 0	▪ Employee's specialty and/or rank	X						
Accruals	3.08 1	▪ Maximum allowable number off in each specialty	X						
Accruals	3.08 2	▪ Maximum allowable employees off each shift	X						
Accruals	3.08 3	SCHOOLING							
Accruals	3.08 4	SCHOOLING ACCRUAL - Employees are granted 24.0 hours for schooling each calendar year. Unused hours are lost.	X						
Accruals	3.08 5	SCHOOLING ACCRUAL - Time-off for schooling must be used in a minimum of 4.0 hours and then 2.0 hour increments thereafter.	X						
Accruals	3.08 6	PERSONAL CONVENIENCE							
Accruals	3.08 7	PERSONAL CONVENIENCE - Employees are granted 24.0 hours for Personal	X						

		Convenience each January 1st. Unused hours as of December 31st are transferred to their sick bank.								
Accruals	3.08 8	PERSONAL CONVENIENCE - Personal Convenience time is awarded by either fiscal or calendar year, based on employee group.	x							
Accruals	3.08 9	SICK								
Accruals	3.09 0	SICK ACCRUAL - Fire earns 24.0 sick hours per month for the first 12 months, then 12.0 sick hours per month there after. NOTE: Sick hours are deposited monthly, not accrued hourly.	x							
Accruals	3.09 1	SICK BANK MAX - Ability to cap sick bank by hours by employee group and standard work hours (e.g. Fire sick bank caps at 1440 or 1800 hours, depending employee group). Additional hours are banked in RHS (Retirement Health Savings account).	x							
Accruals	3.09 2	RHS BANK - Ability to pay hours over maximum accrual at a set percentage based on employee group and hire date on a monthly basis to Retirement Health Savings.	x							
Accruals	3.09 3	SICK USE RESTRICTION - Ability to restrict sick leave request for Parent Care to 24.0 hours per year.	x							

Accruals	3.09 4	ACCRUE MULTIPLE SICK BANKS - Ability to accrue two different sick bank (Regular and Pension). Pension sick only accrues after or when the normal sick accrual reaches 960 hours. Both sick accrual banks max at 960 hours.	x						
Accruals	3.09 5	USE FROM SICK BANK - Sick leave can ONLY be used from Regular sick bank, NEVER from Pension sick bank.	x						
Accruals	3.09 6	UNDOCUMENTED SICK LEAVE - Ability to track undocumented sick leave (doctor's note not provided).	x						
Accruals	3.09 7	SICK LEAVE PAYOUT OPTIONS - Based on user-defined sick leave balance, provide the ability to calculate payout of leave in whole or part.	x						
Accruals	3.09 8	JOB INJURY							
Accruals	3.09 9	TRACK JOB INJURY - Ability to track maximum job injury leave by labor group and date of injury.	x						
Accruals	3.10 0	ADJUSTMENTS							
Accruals	3.10 1	ADJUSTMENTS & AUDIT TRAIL - Ability to adjust accrual balances (within security constraints) when sick, vacation, or administrative leaves are replaced by Worker's Compensation and include an audit trail of adjustments.	x						
Accruals	3.10 2	Add, edit or delete leave events prior to pay periods.	x						
Accruals	3.10 3	NOTIFICATIONS							

Accruals	3.10 4	EXHAUSTED LEAVE NOTIFICATIONS - Notify managers when employees exhaust available leave.						X	Managers can see balances, and a prevented from entering more if that is your policy.
Accruals	3.10 5	LEAVE ENDING NOTIFICATOINS - Notify manager when employee is due to return from sick, job injury, leave of absence, FMLA, etc.	X						
Accruals	3.10 6	BALANCE REACHED ALERT - System should alert if an employee reaches leave balance (and email supervisor)						X	Managers can see balances, and a prevented from entering more if that is your policy.
Accruals	3.10 7	REPORTS							
Accruals	3.10 8	LEAVE REPORT - Ability to generate a report detailing employee's leave balance, accrual, total usage and use patterns (Monday, Friday, after Pay Day, before or after Holidays) and produce information on a cumulative calendar, fiscal Y-T-D basis and/or life-to-date with comparisons to the same period in the prior year.	X						
Accruals	3.10 9	LEAVE BENEFIT ACCRUAL - Ability to report various leaves based on various date fields and a variety of criteria (i.e., employee group, individual employee, FLSA group, full-time/part-time, etc.)	X						
Accruals	3.11 0	SICK LEAVE USE - Determine patterns of sick-leave usage: sick-leave in conjunction with regular days off, approved leave, or holidays; on a particular day of the week, as they are earned	X						

Accruals	3.11 1	LEAVE ACCRUAL REPORT - Report balance of leave not taken times hourly rate.	X						
Accruals	3.11 2	PRIOR YEAR ACCRUAL COMPARE REPORT - Provide reporting of all accruals with comparison to prior year (overtime, compensatory time, vacation, sick leave, etc...) by various criteria including employee group, department and employee.	X						
Accruals	3.11 3	LONG-TERM LEAVE - Reporting of long-term leave (e.g., family and medical leave, time off without pay), and reason for leave without pay.	X						
Accruals	3.11 4	YTD LEAVE USE & ACCRUAL - Ability to inquire online and generate reports detailing employee leave balance, accrual, use patterns on multiple calendar basis (i.e., fiscal, calendar, rolling 12-month period, anniversary date, etc.).	X						
Accruals	3.11 5	BENEFIT STATEMENTS - Ability to generate employee benefit statements.	X			X			(CS) Would be a WIM interface to payroll system
Accruals	3.11 6	RETIREMENT HEALTH SAVINGS REPORT - Ability to generate a Retirement Health Savings Report.	X			X			(CS) Would be a WIM interface to payroll system
Accruals	3.11 7	LEAVE USAGE REPORT - Ability to generate a Leave Usage Report using selection and sorting criteria such as by time frame, by employee group by department by leave types.	X						

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Please input a "1" in the appropriate column to the right of the feature/function/capability statement. Further explanations, or information regarding 3rd party software and/or modification costs should also be provided in the comments column and Project Costs worksheet (Appendix G), if applicable. Each "non-title" row (?000) should have only one "1". Blank rows will be scored as Not Available.

Legend:

Standard - Current	Available in current software release
Standard - Next Release	Guaranteed available in next release of software
Report Writer	Report Writer function through Standard Reports or Ad Hoc Report Writer
3rd-Party Application	Please estimate general cost estimates in comments not a quote, unless available due to your resell arrangement.
Custom Modification	Custom programming by vendor (not meant to be a set-up configuration that is standard process through implementation. Please estimate general costs in comments (not a quote).
Not Available	Not available in current or next release: interfaced/integrated third-party application or through custom modification.

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
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Appendix A4 - Web Portal

Web Portal	4.000	WEB-BASED - System must have a web based graphical user interface with a variety of web browsers	x						
Web Portal	4.001	WEB-BASED - Provide web based employee self-service functionality.	x						
Web Portal	4.002	LEAVE/ACCRUAL BALANCES - Ability for employee to view their own leave/accrual	x						Accrual balances also available on mobile application as well as the InTouch Timekeeping terminal.

		balances on the Web Portal.							
Web Portal	4.00 3	TIME RECORDS - Ability for employee to electronically view and approve their own time punches for the pay period using the Web Portal.	x						Review and approval also available on mobile application as well as the InTouch Timekeeping terminal.
Web Portal	4.00 4	TIME RECORDS - Allow employees to acknowledge changes made to their timecard by supervisor using the Web Portal.	x						
Web Portal	4.00 5	ELECTRONIC LEAVE REQUESTS - System must be capable of allowing users to electronically submit requests for use of accrued leave including anticipated accruals for vacation and holiday as well as notice of availability of special assignment and overtime availability.	x						
Web Portal	4.00 6	SCHOOL TIME OFF REQUESTS - Ability to request school time and training time using the Web Portal similar to other time-off requests.	x						

Web Portal	4.00 7	FILL SHIFTS - Ability for employees to select available hours or open shifts by employee group rules (i.e., seniority), with exceptions, on the Web Portal.	x							
Web Portal	4.00 8	SHIFT BIDDING - Ability for employees to bid shifts and vacation time using the Web Portal.	x							
Web Portal	4.00 9	SCHEDULE - Ability for employees to see their schedules on the Web Portal.	x							
Web Portal	4.01 0	ROSTER FILL VACANCY - Ability for employees to fill schedule vacancies on the Web Portal.	x							
Web Portal	4.01 1	ACCEPT CALL- IN CALL-BACK - Ability for employees to accept call-in call-backs on the Web Portal.	x							
Web Portal	4.01 2	BENEFIT STATEMENTS - Ability for employees to view benefits in a statement format via the Web Portal.	x						X	

City of Bloomington - Time, Attendance, Accruals and Public Safety Scheduling -
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Not Available	Not available in current or next release; interfaced/integrated third-party application or through custom modification.

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
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General Reporting	Appendix A5 - General Reporting								
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General Reporting	5.000	ELECTRONICALLY FILE REPORTS - Electronically file reports for subsequent access.	x						
General Reporting	5.001	PRINTING TO "SAVE" REPORTS TO OUTPUT QUEUES - Ability for printed output to be queued to any of the system or network printers.	x						
General Reporting	5.002	DISPLAY PRINTER QUEUES PRIOR TO PRINTING - View or print reports, as an option.	x						
General Reporting	5.003	PDF FORMAT - Ability to save reports in PDF format.	x						
General Reporting	5.004	PDF FOLDERS - Ability to setup auto save folders by type of report when using a pdf writer tool.	x						
General Reporting	5.005	REPORT QUERY - Ability to query for reports using parameters, filters and criteria including AND/OR arguments.	x						
General Reporting	5.006	SAVE REPORT SETTINGS - Ability to save report settings as a specific report name attached to a user-defined report menu.	x						

General Reporting	5.007	REPORT WRITER DATA DICTIONARY IDENTIFICATION - Capability to reference specific data items by field descriptive name (i.e., data dictionary field names and user-screen field names are the same).	X						
General Reporting	5.008	REPORT SORTING AND TOTALING OPTIONS - Capability to choose various sorting options and report totaling options with appropriate subtotalling based on selected sort option.	X						
General Reporting	5.009	REPORT COLUMN DEFINITION - Capability to support default or special column headings.	X						
General Reporting	5.010	REPORT CONDITIONING OPTIONS - The following report writing capabilities need to include the ability to arithmetically calculate functions:	X						
General Reporting	5.011	▪ Capability to generate reports using "include" and "exclude" statements.	X						
General Reporting	5.012	▪ Capability to generate reports using "and" and "or" statements	X						
General Reporting	5.013	▪ Capability to generate reports using "equal to", "less than", and "greater than" statements.	X						
General Reporting	5.014	▪ Capability to use an "if-then-else" sequence within one query.	X						
General Reporting	5.015	REPORT SORTING OPTIONS - Capability to support major and minor sort options.	X						
General Reporting	5.016	REPORT SUBTOTALS - Capability to support subtotal and total options by field.	X						
General Reporting	5.017	REPORT SCHEDULING AND DISTRIBUTION - Provide report scheduling along with email distribution for recipients.	X						
General Reporting	5.018	EMAIL REPORT LINKS - Ability to email report links.	X						
General Reporting	5.019	REPORT IDENTIFICATIONS - All reports should contain organization name, report title, column heading descriptions, processing date, sequentially numbered pages, and subtotals at each level break as appropriate.	X						

City of Bloomington - Time, Attendance, Accruals and Public Safety Scheduling - Request for Proposal #2016-06

Please input a "1" in the appropriate column to the right of the feature/function/capability statement. Further explanations, or information regarding 3rd party software and/or modification costs should also be provided in the comments column and Project Costs worksheet (Appendix G), if applicable. Each "non-title" row (?000) should have only one "1". Blank rows will be scored as Not Available.

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Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
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General System & Security	Appendix A6 - General System & Security
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General System & Security	6.000	BIOMETRIC TIME CLOCKS - System to support biometric time clocks (e.g. Maximus ATS)	X						
General System & Security	6.001	INTEGRATION - TIME CLOCK - Ability to integrate time clocks for time entry.	X						Applies to Kronos terminals only
General System & Security	6.002	DAY LIGHT SAVINGS TIME - Support day light savings time	X						
General System & Security	6.003	HIERARCHY ASSIGNMENTS - Ability to assign and reassign time-entry responsibilities for individuals to multiple managers, and to assign proxy rights when needed (e.g. if worked in multiple divisions, require multiple supervisor approval).	X						
General System & Security	6.004	SECURE REPORTS - Ability to set up security for reports so only certain reports can be viewed by certain individuals	X						
General System & Security	6.005	HIERARCHY LEVEL SECURITY - Ability to set security levels and drill down so that a manager can have access to their staff and only to certain fields for their staff (i.e. no compensation)	X						
General System & Security	6.006	AUDIT TRAILS - Provide audit trails for every change made to data in the system.	X						

General System & Security	6.007	ALTERNATE APPROVERS - Provide for alternative approvers.	X							
General System & Security	6.008	GENERAL SECURITY FEATURES - Provide password security by:								
General System & Security	6.009	▪ Application	X							
General System & Security	6.010	▪ Menu item/function within application	X							
General System & Security	6.011	▪ Field level	X							
General System & Security	6.012	SECURITY ACCESS PASSWORD CHANGE - Maintain the date of last password change for each user.	X							
General System & Security	6.013	RESTRICT SECURITY ACCESS OF SELECTED TRANSACTIONS - Restrict entry of certain transactions by password.	X							
General System & Security	6.014	PASSWORD ENCRYPTION - Provide password encryption.	X							
General System & Security	6.015	CREATE SECURITY PROFILE BY COPYING EXISTING PROFILE - Allow creation of new user rights by copying another user's right levels and modifying.	X							
General System & Security	6.016	SECURITY ACCESS - Ability to update and inquire online into any master file record, provided user has the proper authorization.	X							
General System & Security	6.017	SECURITY ACCESS CONTROL - Assign view only access to specific user roles.	X							
General System & Security	6.018	SECURITY ACCESS CONTROL - Assign security to menu option level.	X							
General System & Security	6.019	MULTI-USER ENVIRONMENTS - Operate in a multi-user environment so record locking will be required to maintain the integrity of the data.	X							
General System & Security	6.020	MULTI-USER ENVIRONMENTS - Ability to prevent any master file record from being deleted if that record is referenced in any other file.	X							
General System & Security	6.021	DOWNLOAD / EXPORT INTEGRATION - Ability to download/export to or access application data through desktop productivity tools such as spreadsheets, word processors, or report writers.	X							
General System & Security	6.022	SYSTEM BACKUP UTILITIES AND PROCESSES - Provide flexible backup utilities enabling the backup of individual items, application databases or the entire system.	X							
General System & Security	6.023	VENDOR SUPPORT ACCESS TO CLIENT - Provide electronic connection. Vendor can connect to computer server for diagnosis and resolution of software problems.	X							
General System & Security	6.024	PERMISSIONS - Ability to specify read, read write, read write delete.	X							

General System & Security	6.025	PERMISSIONS - Ability to restrict an employee's view/selection of hour types (time categories) to only those they are authorized to use.	X						
General System & Security	6.026	PERMISSIONS - Ability for all staff in a department to view schedule of all employees by their department showing everyone's scheduled time off. However, if time-off should show as "time-off", not the type of time off.	X						
General System & Security	6.027	SINGLE SIGN-ON - ACTIVE DIRECTORY - Support of Single Sign-on and Active Directory	X						
General System & Security	6.028	PASSWORD RECOVERY - Provide users self-password recovery capability	X						
General System & Security	6.029	USER DASHBOARDS - Ability to incorporate real-time individual user dashboard capability to display dynamic charts and graphs.	X			X			
General System & Security	6.030	SINGLE SOURCE - Time, attendance, accrual, and scheduling software is integrated and produced by a single vendor.	X						
General System & Security	6.031	REAL TIME UPDATING - System provides real time management of over time, attendance, leave, policies and union rules.	X						
General System & Security	6.032	EMAIL INTEGRATION - Sending emails from system utilizing standard SMTP protocols. Note: City uses Lotus Notes Domino, not Microsoft Exchange.	X						

City of Bloomington - Time, Attendance, Accruals and Public Safety Scheduling
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Please use the Comments section to describe whether an interface to the following Munis Time Entry data elements is feasible, and your typical approach to interfacing with third-party payroll systems.

Appendix A7 - MUNIS Time Entry Interface			
Field	Description	Datatype (Length)	Comments

Employee Number	Employee number OR	integer (6)	Kronos has an existing formal partnership with Tyler Technologies which includes integration with Munis, and we share joint customers and work together on integration between our systems. Utilization of the fields listed below varies based on the client and use case. Not all of the available fields are used, for example, Employee SSN, it is best practice not to have in Kronos.
Employee SSN	Employee Social Security Number	char(11)	
From Date	Employee work begin date	date	
To Date	Employee work end date	date	
Absence Flag	Absence/Substitute indicator	char(1)	
Job Class Code	Employee job class code	char(4)	
Pay Code	Employee pay code	smallint (3)	
Quantity	Employee work quantity	decimal(9,3)	
Unit Type	Work quantity unit of measure	char(1)	
Location Code	Employee location code	char(4)	
Reason Code	Employee reason code	char(4)	
Note	Note	char(50)	
Organization	Pay organization code	char(8)	
Object	Pay object code	char(6)	
Project	Pay project code	char(5)	
Allocation	Pay allocation code	integer(6)	
Sub Number	Substitute employee number	integer(6)	

Sub SSN	Substitute employee social security num	char(11)	
Sub Job Class	Substitute employee job class code	char(4)	
Sub Pay Code	Substitute employee pay code	smallint(3)	
Sub Quantity	Substitute employee work quantity	decimal(9,3)	
Sub Unit Type	Substitute work quantity unit of measure	char(1)	
Sub Org	Substitute pay organization code	char(8)	
Sub Object	Substitute pay object code	char(6)	
Sub Project	Substitute pay project code	char(5)	
Sub Allocation	Substitute pay allocation code	integer(6)	
Work Order	Work order code	char(25)	
Work Order Task	Work order task code	smallint(5)	
Department	Department code	char(5)	
Activity	Activity code	char(6)	
Long GL Account	Long GL account	char(55)	
Employee Pay Rate	Employee pay rate	decimal(8,4)	
Sub Pay Rate	Substitute pay rate	decimal(8,4)	
Hours Entry Beg1	Hours Entry Begin 1	smallint(5)	
Hours Entry End1	Hours Entry End 1	smallint(5)	
Hours Entry Beg2	Hours Entry Begin 2	smallint(5)	
Hours Entry End2	Hours Entry End 2	smallint(5)	
Sub Hours Entry Beg1	Substitute Hours Entry Begin 1	smallint(5)	
Sub Hours Entry End1	Substitute Hours Entry End 1	smallint(5)	
Sub Hours Entry Beg2	Substitute Hours Entry Begin 2	smallint(5)	
Sub Hours Entry End2	Substitute Hours Entry End 2	smallint(5)	
Include HS Data	Incl HS	char(1)	
Client Nbr	HS Client Number	decimal(14,0)	
Bill Cd	HS Billing Code (HCPC)	char(5)	
Activity Cd	HS Activity Code	char(3)	
Attend Cnt	HS Attendee Count	integer(10)	
Service Loc	HS Service Location	char(2)	
Case Desc	HS Case Description	char(50)	
Unit Cd	HS Unit Code	char(2)	
Reference	Reference	char(20)	
Position	Position	integer(9)	
Sub For Employee Number	Substitute For employee number	integer(6)	

Sub For Job Class Code	Substitute For employee job class code	char(4)	
Unexcused Absence Flag	Unexcused Absence Flag	char(1)	
Sub Unexcused Absence Flag	Substitute Unexcused Absence Flag	char(1)	
Proj Seg1	Project Segment 1	char(10)	
Proj Seg2	Project Segment 2	char(10)	
Proj Seg3	Project Segment 3	char(10)	
Proj Seg4	Project Segment 4	char(10)	
Proj Allocation	Project Allocation	integer(10)	
Sub Proj Seg1	Sub Project Segment 1	char(10)	
Sub Proj Seg2	Sub Project Segment 2	char(10)	
Sub Proj Seg3	Sub Project Segment 3	char(10)	
Sub Proj Seg4	Sub Project Segment 4	char(10)	
Sub Proj Allocation	Sub Project allocation	integer(6)	
Proj Account	Project Account	char(45)	
Sub Proj Account	Sub Project Account	char(45)	
Sub Long GL Account	Sub Long GL account	char(55)	
EEP Number	Extended Employment Project	integer(10)	
Punch In	ESS Time Entry Punch In	datetime	
Punch Out	ESS Time Entry Punch Out	datetime	
Period Code	Period code indicator	char(1)	

Exhibit B



ORDER FORM

Quote#: 539533 - 1
Expires: 30-NOV-2016
Sales Executive: DeWitt, Jessica Lee

Order Type: Standard US
Date: 01-NOV-2016
Page: 1/2

Bill To: Attn:NICOLE ALBERTSON
 CITY OF BLOOMINGTON
 109 E OLIVE ST
 BLOOMINGTON
 IL 61701
 United States
Solution ID: 6138607

Ship To: Attn:NICOLE ALBERTSON
 CITY OF BLOOMINGTON
 109 E OLIVE ST
 BLOOMINGTON
 IL 61701
 United States
Contact: Nicole Albertson
Email: exception@kronos.com
Ship To Phone: 1 434-2216 434-2216

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order entered into between the Customer and Kronos is subject to the terms and conditions of the Contract #14-JLR-003 dated March 18th, 2014 between the Lead Agency (acting as the "Owner") and Kronos Incorporated (as the "Contractor"), as amended.

Kronos will invoice Customer each month in arrears for Workforce TeleStaff IVR service usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate of \$0.12 per minute.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TELESTAFF IVR SERVICE	1	
	Total Price	0.00

SUPPORT SERVICES

Item	Duration	Total Price
UNLESS OTHERWISE NOTED ABOVE, SOFTWARE SUPPORT SERVICES HAVE BEEN DECLINED.		0.00
	Total Price	0.00

Item	Quantity	Total Price
SUBSCRIPTION SOFTWARE SERVICE	1	0.00
	Total Price	0.00

QUOTE SUMMARY

Description	Total Price
Subtotal	0.00
Deposit	0.00
Tax	0.00
Grand Total	0.00



Quote#: 539533 - 1

Page: 2/2

CITY OF BLOOMINGTON

Kronos Incorporated

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.



Order Form - Workforce Central SaaS for SMB

Quote #:	Order Type:	Standard
Expires: 11/30/2016	Date:	11/1/2016
Prepared By: Jessica DeWitt		

Bill To:	Attn: Nicole Albertson City of Bloomington 109 E. Olive Street Bloomington, IL 61701	Ship To: Attn: Nicole Albertson City of Bloomington 109 E. Olive Street Bloomington, IL 61701
Solution ID: 6094635		Email: exception@kronos.com
Currency: US		FOB: Shipping Point
Customer PO #:		Ship Method: FedEx Ground
Data Center: USA		Freight Terms: Prepay & Add

Notes:
This order entered into between the Customer and Kronos is subject to the terms and conditions of the Contract #14-JLR-003 dated March 18th, 2014 between the Lead Agency (acting as the "Owner") and Kronos Incorporated (as the "Contractor"), as amended.

Initial Term: Five year
 Billing Start Date: 90 days from execution of Order Form
 Renewal Term: One Year
 Payment Terms: Net 30
 Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):
 Applications: Annual in Advance
 Equipment Purchase and Support: Upon execution of Order Form
 Professional Services: Fixed Fee 1/3 at 30, 1/3 at 60, and 1/3 at 90 days
 Bill As You Go Services: Monthly in Arrears as Delivered
 Educational Services: Upon execution of Order Form

Kronos will provide Customer read-only ODBC access into Customer's production and non-production databases for Timekeeper/HRMS over secure connection (e.g. VPN). Customer is responsible for establishing this secure connection to the Kronos Cloud and additional fees for that connection may apply. Kronos may, but is not obligated to, limit or block Customer's database read-only ODBC queries in order to prevent failure of the database due to overload. Kronos will not pay SLA credits for any Outage that is the result of overloading the database during read-only ODBC access. Overall performance may be limited during peak processing periods, and Customer may need to limit resource intensive read-only ODBC queries to off-peak periods. Customer acknowledges that read-only ODBC over a long distance secure connection is not a reliable protocol for it does not have retry logic built-in to handle connectivity issues. Kronos will not be responsible for any changes required to Customer's internal systems to account for limitations of read-only ODBC protocol.

APPLICATIONS

Item	License/Qty	PEPM	Monthly Price
Workforce Timekeeper	1050	\$4.00	\$4,200.00
Workforce Employee	1050	\$0.00	Included
Workforce Manager	105	\$0.00	Included
Workforce Integration Manager	1050	\$0.00	Included
Workforce Mobile Employee	1050	\$0.00	Included
Workforce Mobile Manager	105	\$0.00	Included
Workforce Absence Manager	1050	\$1.03	\$1,081.50
KSS Tool Attestation Tool Kit	1050	\$0.21	\$220.50
KSS Tool FT-PT Analysis Report	1	\$250.00	\$250.00
Workforce TeleStaff Enterprise	470	\$5.21	\$2,448.70
Workforce TeleStaff Institution Focus	470	\$0.31	\$145.70
Workforce TeleStaff Global Access	470	\$0.41	\$192.70
Workforce TeleStaff Gateway Manager	1	\$61.50	\$61.50
Workforce TeleStaff Gateway Manager v5 Interface to WFC	1	\$0.00	Included
Workforce TeleStaff Contact Manager	470	\$0.21	\$98.70
Workforce Integration Manager V8 to Telestaff	1	\$0.00	Included
Workforce Telestaff Bidding	260	\$0.82	\$213.20
		Monthly Total:	\$8,912.50

CLOUD SERVICES

Item	Qty	Unit Price	Monthly Price
Read-Only ODBC Access to WFC/HR Database	1	\$0.00	\$0.00
		Total Monthly:	\$0.00

PURCHASED EQUIPMENT

Item	Qty	Unit Price	Total Price
Kronos InTouch 9000 H3, Standard, KR B/C	30	\$2,157.00	\$64,710.00
Touch ID Plus Option for H3 InTouch	30	\$720.00	\$21,600.00
		Total Price:	\$86,310.00

PURCHASED EQUIPMENT SUPPORT

Item	Duration	Total Price
Depot Exchange/Support Service	1 YR	\$12,150.00
		Total Price:
		\$12,150.00

ACCESSORIES

Item	Qty	Unit Price	Total Price
NORTH AMERICA POWER KIT FOR EXTERNAL OUTLET	30	\$0.00	\$0.00
		Total Price:	\$0.00

PURCHASED TRAINING

Item	Qty	Unit Price	Total Price
Bill-As-You-Go Instructor Lead Training	6000	\$0.90	\$5,400.00
		Total Price	\$5,400.00

CORE SMB PROFESSIONAL / EDUCATIONAL SERVICES

Item	Duration	Total Price
Implementation WFC SaaS SMB		\$34,148.75
Implementation WFC SaaS SMB A La Carte		\$0.00
KnowledgePass SaaS WFC SMB		Included
Training Points WFC SaaS SMB	22,950	Included
	Total Price	\$34,148.75

BILL AS YOU GO SERVICES

Item	Qty	Rate	Billing Role	Total Price
Professional Services - Add-on Deployment TeleStaff	287	\$180.00	Application Consultant	\$51,660.00
Professional Services - Add-on Deployment TeleStaff	16	\$180.00	Intergration Consultant	\$2,880.00
Professional Services - Add-on Deployment TeleStaff	95	\$180.00	Project Manager	\$17,100.00
Professional Services - Add-on Deployment TeleStaff	312	\$180.00	Solution Consultant	\$56,160.00
Momentum Senior Intergration	80	\$180.00	Senior Intergration Consultant	\$14,400.00
Professional Services - Technical Services TeleStaff	16	\$180.00	Technology Consultant	\$2,880.00
Momentum Enterprise	116	\$180.00	Intergration Consultant	\$20,880.00
Momentum Enterprise	12	\$180.00	Project Manager	\$2,160.00
			Total Price	\$168,120.00

SUMMARY

Item	Total Price
Monthly Application Fee	\$8,912.50
Monthly Rental Equipment Fee	\$0.00
Monthly Cloud Services Fee	\$0.00
Total Monthly Service Fees:	\$8,912.50
Implementation WFC SaaS SMB	\$34,148.75
Implementation WFC SaaS SMB A La Carte	\$0.00
Equipment Purchase/Support and Accessories	\$98,460.00
Purchased Training	\$0.00
Total One Time Fees:	\$132,608.75
Bill As You Go Instructor Led Training	\$5,400.00
Bill As You Go Services	\$168,120.00
Total Bill As You Go:	\$173,520.00

City of Bloomington

By: _____
 Name: _____
 Title: _____
 Date: _____

Kronos Incorporated

By: _____
 Name: _____
 Title: _____
 Date: _____

Exhibit C



Statement of Work for CITY OF BLOOMINGTON

Workforce TeleStaff Solution (SaaS SMB)

Sales Executive	Jessica DeWitt	Author	Bert Carr
Expiration Date	6/27/2016	Created Date	3/29/2016
BigMachines Quote Number	2016-29052	Status	Approved
Revision #	9		
Opportunity ID	Opp-41651	Customer SID	

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OVERVIEW

This budget estimate provides an overview of the project including scope, approach, costs, and how the project will be managed. Kronos will provide an executable version upon completion of discovery activities.

BUSINESS OBJECTIVES

The purpose of this project is to implement Workforce Central and TeleStaff solution.

The purpose of this project is to implement Workforce TeleStaff solution for (158) Police, (112) Fire, (123) Public Works (60) Water and (17) Telecommunications employees. Public Works and Water will have the same work rules for Advanced Configuration.

Additionally, two Workforce Central customized separate interfaces are included:

1. Comp Balance Tracking
2. Accrual Reset

See Appendixes for further details.

PROPOSED SOLUTION

Module	Project Type
Workforce TeleStaff Enterprise	New
Global Access	New
Gateway Manager	New
TeleStaff Gateway Manager Interface to WFC	New
Institution Focus	New
Contact Manager	New
Bidding	New

Kronos will deliver the scope of this project utilizing a remote approach. Workforce TeleStaff training will be delivered onsite.



PROJECT APPROACH

PROJECT PLANNING

Led by Kronos the project team will collaborate to establish the project plan. The project plan will detail tasks, responsibilities, and milestone dates and will be the foundation for project control.

SOLUTION ASSESSMENT

The solution assessment will provide the foundation for the design specifications required to implement your Kronos solution. Key areas of discussion will include current and future business processes, data integration requirements, testing and training strategies.

Your team will participate in design workshops and demonstrate a clear understanding of the project goals, objectives, and critical business issues.

WORKFORCE TELESTAFF STANDARD DEPLOYMENT

- 4 distinct assessments (rule sets) will be configured for Standard Deployment – Police, Fire, Public Works/Water, Communications
- 470 licensed users within each assessment /rule set
- 10 divisions implementing Standard deployment
- 1 Communications groups implementing Standard deployment
- This is not an implementation in the Kronos Private Cloud
- Customer is integrating with Workforce Central
- 1 standard feed included Firehouse
- No custom feed(s) included
- No custom report(s) included
- No additional day(s) of Testing Support included
- No additional day(s) of Deployment Support included

WORKFORCE TELESTAFF ADVANCED DEPLOYMENT

- 3 assessments (rule sets) will be configured for Advanced Deployment
- 470 licensed users within each distinct assessment (rule sets) are included for Advanced Deployment



- 3 Divisions are implementing Advanced Deployment
- 1 Communications groups are implementing Advanced Deployment
- No additional day(s) of Advanced Assessment included
- Noadditional day(s) of Advanced Testing Support included
- No additional day(s) of Advanced Go Live Support included
- 3 Auction Configurations are required (such as Assignment Builder, Position/Shifts, Roster/OT/Special Events, Vacation)

SOLUTION BUILD

During this phase, we will focus on the software, hardware, and integration configuration elements as documented in the solution design. In order to ensure that your organization is prepared to commence testing, project resources should take recommended training to ensure sufficient knowledge of the operational elements of the solution, allowing for testing that will accurately reflect end-user processes.

Workforce Central Comp Balance Tracking

Workforce Central Accrual Reset

TEST AND CERTIFY

Based on the results of the Assessment Phase, your project team will develop a test plan and system test scripts for defined use cases. User Acceptance testing will be led by your team, utilizing your Kronos project team for support as required for issue resolution and knowledge transfer.

DEPLOY AND SUPPORT

During this phase, Kronos will oversee 1 Deployment groups, providing initial go-live support and preparing for successful ongoing system use. The final step of this phase is the transition to Kronos Global Support.



PROJECT SOLUTION DETAIL

Professional Services by Product	
Workforce TeleStaff Enterprise - Standard Deployment	\$90,000.00
Workforce TeleStaff Enterprise - Advanced Deployment	\$48,600.00
Workforce Bidding	\$6,480.00
Ad hoc Services - Solution Build	\$20,880.00
Ad hoc Services - Project Planning	\$2,160.00
	\$168,120.00

PROJECT SOLUTION SUMMARY

This budget estimate represents a time and materials engagement. Travel expenses are not included and will be invoiced separately as incurred.

Service Type	
Professional Services	\$168,120.00
Educational Services	\$0.00
	\$168,120.00

NOTE: Estimated Travel Expenses for Workforce TeleStaff onsite training \$6,000



SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: _____ Date: _____

Title: _____

This Statement of Work is subject to CITY OF BLOOMINGTON's agreement with Kronos governing Professional and Education Services. By signing below, CITY OF BLOOMINGTON's authorized representative agrees to purchase the services described herein.

ACCEPTED AND AGREED
CITY OF BLOOMINGTON

By: _____ Date: _____

Title: _____

CITY OF BLOOMINGTON may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos Incorporated. All rights reserved. Copyright 2015.



APPENDIX

EXHIBIT A

Assumptions:

- Public Works/Water do not need Advanced Deployment configuration.

Scope:

<http://www.kronos.com/products/workforce-central-saas/implementation-guidelines.aspx>



APPENDIX

EXHIBIT B

Description of the interface: Two separate Workforce Central interfaces are included:

1. Interface to track the regular comp balance and special comp balance and make sure the combined balance does not exceed the limit of 120 hours.
2. Accrual reset interface to track employee status changes and adjust accrual balances based on new calculation.

Considerations:

The solution will be designed and implemented using Workforce Integration Manager and supporting tools.

Such solution will be designed and scheduled to run once per day.

Potential Savings: City of Bloomington

Overview

Labor is City of Bloomington's largest operating expense. An automated workforce management system can make an immediate impact on how effectively and strategically City of Bloomington manages its workforce to assist in controlling labor costs.

Many issues exist related to labor tracking for City of Bloomington employees. These challenges may include cumbersome manual processes, excessive premium overtime, "buddy punching" causing payroll inflation, payroll calculation error, labor compliance risk, and limited analysis of detailed personnel costs associated with department appropriations and programs.

This Potential ROI Analysis was completed to give City of Bloomington an understanding of the savings that can be realized with the implementation of a workforce management solution.

Annual Financial Savings

Overtime Control and Reduction	\$276,386
Reduction in Payroll Inflation	\$35,680
Reduction in Calculation Error	\$114,175
Reduction in Unscheduled Absenteeism	\$178,399

Reduction in Leave Liability

Leave Inflation Savings due to Manual Leave Request Process	\$71,474
---	----------

Compliance Risk Mitigation

FLSA Compliance Risk	\$2,379
FMLA Compliance Risk	\$228,000

Total Direct and Indirect Savings Potential **\$906,493**

Customer Testimonial

The City of Houston, Texas, the fourth-largest city in the U.S., selected an end-to-end workforce management suite of solutions from Kronos Incorporated to control labor costs, minimize compliance risk, and improve productivity. The city expects payback within 18 months of implementation and annual savings of \$7.2 million through complete automation and increased accuracy of critical workforce business processes.



Area of Savings Detail: Overtime Control & Reduction

Organizations that do not have real time labor reporting, which warns supervisors that employees approaching overtime tend to run excessive overtime. Without adequate tools, supervisors cannot assess and make decisions to offer overtime at the least cost or use resources from other areas. Kronos provides these tools, and Kronos customers see real reductions in controllable overtime spend.

Area of Savings

Total Annual Overtime	\$2,763,859
Reduction in Overtime Due to Visibility & Tools	10%
Total Overtime Cost Savings Potential	\$276,386

Basis for Calculation

According to Forester Research “With Improved visibility, workflow and labor management data, corporate managers and supervisors can better manage labor resources and save at least 10% in overtime costs”.

Customer Testimonial

Kronos helped DeKalb County improve its bottom line. "Workforce Timekeeper helped us notice a discrepancy in the way some employees were filling out overtime on their timesheets," the Lead Programmer Analyst states. "As a result, we were able to identify many 15-minute increments that weren't really overtime; this helped us save a significant amount of money."

Area of Savings Detail: Reduction in Calculation Error

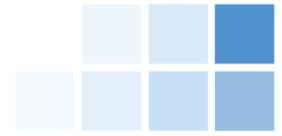
Organizations that are paper based, allow employees to key in worked hours, or rely on non-integrated systems which are prone to calculation and transcription errors when recording labor related data.

Area of Savings

Total Annual Non-Exempt Payroll	\$11,893,256
Potential Calculation Error	1.2%
Total Annual Dollar Loss to Calculation Error	\$142,719
Percentage of Calculation Error Savings	80%
Potential Annual Savings in Calculation Error Reduction	\$114,175

Basis for Calculation

The industry average payroll error rate is 1.2 percent, and varies by industry. Kronos conservatively has assumed that City of Bloomington experiences ½ of the payroll rate error average. Note that the actual payroll error rate may be higher if an organization is larger, more complex, has a dispersed workforce, or if it has a relatively high level of work-rule complexity. Kronos believes that it can eliminate 80-100% of an organization’s calculation error.



Customer Testimonial

A user at a city government in Ohio said, “Our payroll error is significantly lower, although we haven’t calculated it. Before the deployment, managers in each department interpreted pay rules their own way and were sometimes generous on a selective basis. Eliminating this is definitely saving money.”

Area of Savings: Payroll Inflation Due to Time Stamp

Payroll Inflation is a result of employees working, or "gaming" the system. For example, when time recording is inaccurately captured in favor of the employee or the employee tends to come in early and leave late and gets paid for the difference, it results in payroll inflation.

Area of Savings

Number of Non-Exempt Employees	188.1
Percentage of Employees Receiving Extra Pay	12%
Total Extra Pay Employees	23
Minutes "gamed" per week	60
Average Hourly Rate	\$30.4
Dollars Lost to Inflation Per Week	\$686
Potential Annual Dollar Loss to Payroll Inflation	\$35,680

Basis for Calculation

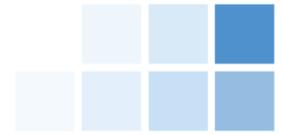
A study conducted by Forrester Consulting Group estimates nearly 12 percent of the hourly or non-exempt workforce regularly overstates two hours of work per pay period that can be saved. Assuming a bi-weekly pay period cycle, Kronos estimates that 12% of City of Bloomington’s employees are overstating time worked by 60 minutes each week.

Customer Testimonial

The City and County of Denver reduced payroll staff from 80 to 35, with impacted employees moving to open, unfilled positions or choosing to retire. The reduction of 45 full-time equivalents has resulted in \$1.5 million in yearly labor cost savings. Looking ahead, the organization sees further savings. “We anticipate an ROI of \$5.2 million over the next five years related to our Kronos implementation,” claims a payroll manager, “and an additional savings of \$1.1 million per year in cost avoidance.”

Area of Savings Detail: Reduction in Leave Liability

Organizations that track paid time off manually using paper processes, who allow employees to key in absence hours, or have numerous non-integrated systems, lack visibility and control of leave balances. In this type of environment, employees have the opportunity to artificially inflate their time off balances by not recording time away from work appropriately.



Area of Savings

Total Number of Employees	627
% of Employees Underreporting	25%
# of Employees Underreporting	156.75
Average PTO Inflation Hours	10
Average Hourly Wage	\$45.6
Leave Inflation Reduction Savings Potential	\$71,474

Basis for Calculation

On average, employees earn 1.25 days (10 hours) a year of unreported PTO. Kronos conservatively estimates that 25% of City of Bloomington's employees are underreporting PTO.

Customer Testimonial

The City of Orlando was able to eliminate redundant data entries and accurately track the hours that employees worked, whether they were full-time, seasonal, or temporarily hired for a single event. The Kronos solution enabled the city to automate all its manual processes to improve services. Overtime allocation has been significantly improved, too, and the city has saved money by eliminating multiple or redundant positions.

Area of Savings Detail: Reduction in Unplanned Absenteeism

Employee absence is an area that is often not carefully tracked or even when it is, does not easily reveal its full costs or identify areas of significant abuse. Most managers know that absences do affect an organization's ability to provide services and meet business objectives.

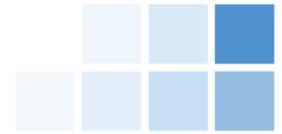
Mercer defines unplanned incidental absences as absences of 5 days or less, such as casual sick days, where the occurrence was not known and approved ahead of time by the employee's supervisor. Alternative absence types would be planned absences and extended leave-type absences.

Area of Savings

Total Annual Payroll	\$59,466,281
% Lost to Incidental Unplanned Absences	6%
Cost of Absenteeism	\$3,567,977
Kronos Ability to Impact	5%
Total Cost Saving Potential	\$178,399

Basis for Calculation

In the 2010 survey, The Total Financial Impact of Employee Absences, Mercer Research found that the average total costs of incidental unplanned absences amount to 6% of payroll. A conservative impact of 5% was used for the resulting cost savings.



Statistics Survey

According to a survey on the Total Financial Impact of Employee Absences, 35 percent of payroll is linked to employee absence. This includes the cost of paying absent employees as well indirect costs, such as lost productivity and the hiring of replacement workers. Absence is a productivity killer — on average, incidental, unplanned absences result in 19 percent of net lost productivity per day.

Area of Savings Detail: Compliance Risk Mitigation

These potential savings are related to mitigating the risk of non-compliance and fines and payouts associated with areas related to federal Wage and Hour and FMLA standards.

FLSA Compliance Risk Reduction

Any single investigation resulting in a payment to an employee is typically followed up with an extensive investigation of the remaining non-exempt workforce. The manual nature of the current time management process and the opportunity for subjectivity between employees places the district at risk of ensuring that a uniform application of wage and hour rules is being applied.

Area of Savings

Total Annual Non-Exempt Payroll	\$11,893,256
Average Payroll %	0.02%

FLSA Compliance Risk	\$2,379
-----------------------------	----------------

Basis for Calculation

According to Nucleus Research, on average, .02% of an organization’s annual hourly payroll represents the amount paid to an employee who is found to have had their wage and hour rights violated under the terms of the Fair Labor Standards Act (FLSA).

FMLA Compliance Risk Reduction

The direct cost of FMLA leave to employers was \$21 billion in 2010 in terms of lost productivity, continued health benefits and net labor cost. In the case of compliance issues, there is significant cost to defending FMLA violation claims, in addition to the actual fines and penalties.

Tracking FMLA leave properly results in better compliance and provides the capability to pass audits, which results in reduced risk and cost.

Area of Savings

Average Cost to Prepare Case for Trial	\$150,000
Average Cost to Defend an FMLA Violation	\$78,000

FMLA Compliance Risk	\$228,000
-----------------------------	------------------



Basis for Calculation

According to the Department of Labor, it costs \$78,000 to defend an FMLA violation and according to Jackson Hewitt LLP, it costs an additional \$150,000 to prepare the case for trial.

Disclosure

The following table shows the data that Kronos used to calculate potential savings in the document, some of which may have been estimated using industry benchmarks if City of Bloomington did not provide Kronos with these metrics. These estimations are used within most of the savings formulas. It is strongly recommended that City of Bloomington verify the accuracy of these estimations to ensure realistic potential savings.

Metric	
Annual Payroll	\$59,466,281.00
Total Employees	627.00
Exempt EEs	438.90
Non Exempt EEs	188.10
Exempt Payroll	\$47,573,025.00
Non Exempt Payroll	\$11,893,256.00
Annual Overtime	\$ 2,763,859.00
Hourly Rate Exempt	\$ 52.11
Hourly Rate Non-Exempt	\$ 30.40

References

Payroll and employee demographic data used to calculate this Potential ROI Analysis and news articles can be found in the following sources:

DeKalb County Enhances Workforce Productivity and Reduces Labor Costs with the Workforce Central® Suite

<http://www.kronos.com/Case-Study/DeKalb-County.aspx>

Kronos Incorporated – City and County of Denver Realizes Millions in Labor Cost Savings with Kronos Solution

<http://www.kronos.com/case-study/city-and-county-of-denver.aspx>

City of Orlando Turns to Kronos to Manage Workforce and Compliance Challenges

<http://www.kronos.com/case-study/city-of-orlando.aspx>

Survey on the Total Financial Impact of Employee Absences. Mercer (June 2010) Sponsored by Kronos.

<http://www.kronos.com/absence-management/absence-management-software.aspx>



Kronos Incorporated – City of Houston Expects to Save \$7.2 Million Annually with Kronos

<http://www.kronos.com/pr/city-of-houston-expects-to-save-7-million-annually-with-kronos.aspx>



Time and Attendance/Advanced Scheduling Software Solution

Presented by:

Nicole Albertson, Director of Human Resources

Scott Sprouls, Director of Information Systems

November 28, 2016

Project Vision

- ▶ The project will address the City's Time and Attendance and Advanced Scheduling needs through the automation of all employee time collection and leave requests and help better track workers compensation and FMLA time taken through the use of:
 - Time Clocks
 - Web Clocks
 - Telephone Entry
 - State of the Art Workflow Approval Process
- ▶ This project will also address the Advanced Scheduling needs of our Police, Fire and Public Works departments.

Background

- 2011 - Need to automate and move to a more robust Time and Attendance solution.
- 2012 - Project discontinued due to an inability of the vendor to meet City's needs.
- 2013 - Need to Automate Advanced Scheduling for Fire and Police identified.
- 2015 - This Project - Need to implement a solution to handle both Time and Attendance/Advanced Scheduling.

Vendor Selection

- ▶ Selection Process
 - ▶ RFP Issued to 15 Vendors
 - ▶ 2 Vendors Responded
 - ▶ Committee Reviewed 1 Onsite Product Presentations
- ▶ Internal Input
 - ▶ Selection Committee Review of Feature/Function List and Demos
 - ▶ Selection Committee Attendance at Demos
 - ▶ Selection Committee Site Visit at Schaumburg, IL Police Dept.
- ▶ External Input
 - ▶ Selection Committee Reference Checks of following communities:
 - ▶ City of Cape Coral, Florida
 - ▶ City and County of Denver, CO
 - ▶ Carmel, IN Fire Department
 - ▶ Downers Grove, IL Fire Department
 - ▶ Schaumburg, IL Police Department
 - ▶ Madison, WI Police Department
 - ▶ Champaign County, IL

Recommendation

- ▶ Kronos Workforce Telestaff Solution - The Leader in Workforce Management
- ▶ Over 35+ Years Experience
- ▶ Kronos offers the industry's most powerful suite of tools and services to manage and engage our entire workforce.
- ▶ Secure Cloud Platform
- ▶ Headquarters in Dallas, TX
- ▶ For more details, please visit their website at <https://www.kronos.com/>



Potential Cost Savings

Annual Financial Savings	Total Savings
Overtime Control and Reduction	\$276,386
Reduction in Payroll Inflation	\$35,680
Reduction in Calculation Error	\$114,175
Reduction in Unscheduled Absenteeism	\$178,399
Reduction in Leave Liability	
Leave Inflation Savings due to Manual Leave Request Process	\$71,474
Compliance Risk Mitigation	
FLSA Compliance Risk	\$2,379
FMLA Compliance Risk	\$228,000
Total Direct and Indirect Savings Potential	\$906,493

Expected Financial Impact

Item	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total
Annual Application Fee	\$106,950.00	\$106,950.00	\$106,950.00	\$106,950.00	\$106,950.00	\$534,750.00
Annual Rental Equipment Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Cloud Services Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Implementation WFC SaaS SMB	\$34,148.75	\$0.00	\$0.00	\$0.00	\$0.00	\$34,148.75
Implementation WFC SaaS SMB A La Carte	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Purchase/Support and Accessories	\$98,460.00	\$12,636.00	\$13,141.44	\$13,667.10	\$14,213.78	\$152,118.32
Bill as You Go Instructor Led Training	\$1,800.00	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$0.00
Bill as You Go Services	\$56,040.00	\$56,040.00	\$56,040.00	\$0.00	\$0.00	\$0.00
Total	\$297,398.75	\$177,426.00	\$177,931.44	\$120,617.10	\$121,163.78	\$894,537.07

Pros

- ▶ Centralized timekeeping and scheduling provides operating efficiencies
- ▶ One point of entry vs dual point of entry our current system requires
- ▶ Replaces the need to manual calculate overtime as is required now
- ▶ Increase to our management reporting capabilities
- ▶ Ability to support various complicated shift schedules and shift scheduling needs
- ▶ Integrated scheduling and timekeeping reduces timekeeping errors
- ▶ Increased functionality in relation to current products currently used in most departments
- ▶ Automated call-out functionality has the potential to reduce a minimum of 60 hours per month spent staffing and scheduling shifts for Fire and Police freeing staff up to focus on higher priority items.
- ▶ Streamline vacation selection process for Fire with the potential to reduce 30 hours per month manually entering.

Cons

- ▶ Additional cost and implementation for a new software system
- ▶ Additional drain on current labor resources who are already working at max capacity
- ▶ Training and change management for end users of a new system
- ▶ Interface with Tyler Munis ERP System must be installed and maintained

Recommendation

- ▶ For more details on how the Kronos Workforce Telestaff Solution can assist the City with our time keeping/advanced scheduling needs and potential cost savings, click on the link below or copy into your internet url:

<https://app.brainshark.com/kronos/vu?pi=zI9zfWvMdzNUQWz0&r3f1=&fb=1>

Questions?

nalbertson@cityblm.org

309-434-2215

OR

ssprouls@cityblm.org

309-434-2264



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of a Resolution authorizing the execution of an Intergovernmental Agreement concerning the McLean County Geographic Information System Consortium and authorizing the amendment and termination of prior agreements.

RECOMMENDATION/MOTION: that a Resolution authorizing the execution of an Intergovernmental Agreement concerning the McLean County Geographic Information System Consortium and authorizing the amendment and termination of prior agreements be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d – City services delivered in the most cost-effective, efficient manner. Objective 1e – Partnering with others for the most cost-effective service delivery

BACKGROUND: Beginning in 1994, the City of Bloomington, the City of Bloomington Township, the Emergency Telephone System Board, the Town of Normal, the McLean County Regional Planning Commission, and McLean County worked collectively to develop a geographic information system (GIS), share data and expenses and acquire resources, including hardware, software and aerial photos. An intergovernmental agreement formally providing for the development and maintenance of a countywide geographic information system (McGIS) was signed in 1994. That agreement identified McRPC (McLean County Regional Planning Commission) as the lead, or coordinating, agency and remains in effect today via a renewed intergovernmental agreement signed in 2001. In 1994, a part-time GIS Coordinator, who also served part-time as a Transportation Planner, managed the project. In 1998, a full-time GIS Coordinator began managing the project.

The 1994 agreement, and the renewed agreement in 2001, served the parties well for several years. During this time, member agencies hired additional staff, developed their own expertise, acquired new and upgraded technology, and produced volumes of data to manage and share, not only with each other, but publicly as well. However, within the last 12-18 months, it became necessary for McGIS to reduce expenses as Recorder's fees, one of the dedicated revenue sources, were declining and becoming insufficient. Member agencies were also asked to increase their annual financial contributions to help offset the loss.

Cost reduction measures included a reduction in staff and termination of a contract for technical support that the organization had with an outside vendor. In its place, County IT agreed to provide technical support and maintenance of the critical backend computer infrastructure without cost, in addition to the administrative services, such as payroll and benefits administration, that it was already providing for McRPC. The proposed changes would allow the

County to take a lead role in the policy management of the GIS in addition to technical management. Under the new arrangement, the ability to update old technologies and data policies will be streamlined.

Further discussion indicated that even greater efficiencies could be achieved and overhead costs reduced if the County were to perform the lead, or coordinating, function in place of McRPC. County and member agency staff, have tentatively agreed to this change and recommend approval of these Resolutions. On October 18, 2016 the McLean County Board approved a resolution to amend the 2001 agreement to mutually consent to terminate it at any time. On November 15, 2016 the McLean County Board approved the resolution, terminating the prior agreement and establishing a new agreement. Two board members voted against the measure, citing concerns from the City of Bloomington Township Assessor.

This new agreement provides for an organizational structure that clearly articulates roles and responsibilities for the members, a Policy Committee, the lead agency and a Consortium Coordinator.

One of the primary impacts of this move would be the establishment of a new GIS Coordinator position in the McLean County Information Technologies Department. At the same time, McRPC will be eliminating its GIS Manager position. It is anticipated that the recommended Fiscal Year 2017 McLean County budget will propose a budget program to support GIS and this new position under Information Technologies. This budget program, however, is designed to have a near zero impact to the overall County Budget. Currently GIS functions are funded through Recorder's fees and member contributions from each of the consortium members. Any planned expenses budgeted in the County budget will have offsetting revenue reflected from these funding sources.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City of Bloomington, City of Bloomington Township, the Emergency Telephone System Board, the Town of Normal, the McLean County Regional Planning Commission, and McLean County

FINANCIAL IMPACT: There is no immediate financial impact associated with approval of these Resolutions.

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Public Works Administration

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Resolution authorizing the execution of an Intergovernmental Agreement concerning the McLean County Geographic Information System Consortium and authorizing the amendment and termination of prior agreements.
- Intergovernmental Agreement providing for the McLean County Geographic Information System Consortium.

Motion: that a Resolution authorizing the execution of an Intergovernmental Agreement concerning the McLean County Geographic Information System Consortium and authorizing the amendment and termination of prior agreements be approved and that the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT CONCERNING THE McLEAN COUNTY GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM AND AUTHORIZING THE AMENDMENT AND TERMINATION OF PRIOR AGREEMENTS

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, in 2001, the City entered into the *Intergovernmental Agreement for Countywide GIS Development and Maintenance in McLean County Illinois* ("2001 IGA"); and

WHEREAS, the City entered into the 2001 IGA with the following parties for the development and maintenance of a countywide geographic information system ("McGIS"): the McLean County Regional Planning Commission, McLean County, the City of Bloomington, Bloomington Township, and the Emergency Telephone System Board; and

WHEREAS, the parties seek to restructure the McGIS operations, to streamline procedures and achieve greater efficiencies; and

WHEREAS, this restructuring will require the execution of a new intergovernmental agreement ("2016 IGA," attached as Exhibit 1) between McLean County, the City of Bloomington, and the Town, and the new agreement will replace the 2001 IGA; and

WHEREAS, because the parties are not identical between the two agreements, in order for the 2016 IGA to replace the 2001 IGA, that 2001 IGA first needs to be amended to allow for its termination, and then it needs to be terminated; and

WHEREAS, it is in the best interests of health, safety, and welfare of the citizens of Bloomington to (i) allow for the amendment and termination of the 2001 IGA and (ii) authorize execution of the 2016 IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL AS FOLLOWS:

SECTION ONE: That the Mayor is authorized to execute an amendment to the 2001 IGA to allow for the mutual termination of that agreement.

SECTION TWO: That the Mayor is authorized to execute any instrument necessary for the termination of the 2001 IGA.

SECTION THREE: That the Mayor is authorized to execute the 2016 IGA.

SECTION FOUR: That the City Clerk is directed to retain the executed documents under this resolution for public inspection.

ADOPTED this ____ day of November, 2016.

APPROVED this ____ day of November, 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

**INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR THE
MCLEAN COUNTY GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM**

THIS AGREEMENT is made and entered into by and between McLean County, the City of Bloomington and the Town of Normal; all with offices in McLean County, Illinois, and collectively referred to as "Parties".

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the Parties here to enter into agreements among themselves and provide authority for intergovernmental cooperation; and,

WHEREAS, the Parties find it to be in the best interest of McLean County, the City of Bloomington and the Town of Normal to continue to develop, maintain and operate a coordinated countywide geographic information system; and,

WHEREAS, the Parties are committed to the principles of intergovernmental cooperation; and,

WHEREAS, the Parties desire to operate such a system in the most cost effective and efficient manner; and,

WHEREAS, in order to develop and operate a coordinated countywide geographic information system, it is necessary to establish a geographic information system Consortium; and,

WHEREAS, the mission of such a Consortium is to develop, provide, and operate a coordinated countywide geographic information system for the purpose of providing geographic information at a reasonable cost in the best interest of all the constituents and citizens of the respective entities; and,

WHEREAS, it is necessary to provide for operations and joint funding of a geographic information system Consortium; and,

WHEREAS, the Parties desire that the system be operated and managed with clear lines of authority for implementing policies to achieve the mission and goals of a geographic information Consortium as set forth and as articulated from time to time by the Parties; and,

WHEREAS, the Parties have recently supported, and continue to support the fee authorized by 55 ILCS 5/3-5018 P.A. 91-0791, in order to defray the cost of implementing and maintaining a geographic information system.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. DEFINITIONS

- a) "Consortium" means the McLean County Geographic Information System Consortium, consisting of the Members, equipment, personnel, and data established by and operating pursuant to this Agreement and created to perform the tasks necessary to establish and maintain the countywide Geographic Information System.
- b) "Consortium Coordinator" is an employee of the Lead Agency charged by the Lead Agency with the responsibility of overseeing and coordinating the duties as otherwise described herein in order to successfully operate the GIS. The consortium coordinator shall report to the applicable department head of the Lead Agency.
- c) "Consortium Staff" means staff of the Lead Agency who is/are assigned work on Consortium activities under the direction of the Consortium Coordinator.
- d) "Data" means information in a form suitable for storing and processing by a computer or computer system.
- e) "GIS" means geographic information system. A GIS is a system of hardware, software, and data used for storage, retrieval, mapping, and analysis of geographic data.
- f) "Good standing" means the Member is not delinquent on any financial obligations to the Consortium.
- g) "Lead Agency" means the Party designated by the Members, pursuant to this Agreement as the Party having overall responsibility for Consortium operations on an ongoing basis in accordance with the policies established by the Policy Committee and this Agreement.
- h) "Members" mean County of McLean, Illinois; the City of Bloomington, Illinois; and the Town of Normal; and such other Members who become signatories to the Agreement and specifically identified as Members of this agreement.
- i) "Party (or Member) in Good Standing" means a Member that has not delivered a notice of its intent to withdraw from this Agreement or for which the Policy Committee has not issued a notice of payment default.
- j) "Policy Committee" means the body created by this Agreement to approve the budget for the Consortium, to develop cooperative approaches regarding countywide GIS and the concerns of each Party, and to perform such other functions as are set forth in this Agreement.

SECTION 2. CONSORTIUM CREATED

- a) The Parties hereby create the McLean County Geographic Information System Consortium, an undertaking to operate a countywide geographic information system. The Consortium is created to develop and operate a coordinated countywide geographic information system. Service from Consortium and access to Consortium services shall be in accordance with this Agreement.
- b) The Consortium shall be a unit of the Lead Agency, subject to the Lead Agency's policies and procedures, except as otherwise specified in the Agreement. The Parties hereby authorize and direct the Lead Agency to operate pursuant to this Agreement, and the Lead Agency hereby agrees to operate pursuant to this Agreement.

SECTION 3. CONSORTIUM MISSION

The mission of the Consortium and its Members is to:

- a. Provide a common infrastructure to build and deploy GIS solutions quickly and in a cost effective manner;
- b. Provide geospatial capabilities to the general public;
- c. Improve enterprise system capabilities by leveraging the value of geographic information;
- d. Promote economic development within Bloomington, Normal and McLean County by making available geographic information to assist in attracting and retaining businesses.
- e. Act as a data repository/custodian while establishing and maintaining standards for content, quality, and structure of repository data and metadata;
- f. Host data and provide access on a server accessible to all Members and providing appropriate data elements to the public at large;
- g. Provide computer system administration and ongoing system support, upgrades, and maintenance for Consortium-controlled assets;
- h. Provide services to Members in accord with a work plan approved by the Policy Committee;
- i. Promote countywide use of the GIS by entities both public and private, and in partnership with one another;

- j. Establish operational, administrative, and procedural policy as related to the GIS system operations, data standards, and data distribution with the premise that the data is of the public domain and should be made readily accessible and machine-readable via the internet.

SECTION 4. POLICY COMMITTEE CREATED

The Policy Committee is hereby created in accordance with the following provisions:

- a) Membership. The Policy Committee shall be comprised of the Chief **Elected** Officer of each Member. These shall be voting representatives.
- b) Voting. In those matters required by this Agreement to be decided by the Policy Committee, unless otherwise specified in this Agreement, the proposition voted upon shall not be considered approved unless it receives an affirmative vote from at least a majority of all representatives of the Policy Committee Members in good standing.
- c) Quorum. A quorum shall consist of a majority of voting representatives of the Policy Committee Members in good standing.
- d) Regularity of Meetings. The Policy Committee shall meet at least semi-annually. Other meetings may be called at the request of the Policy Committee Chair or any two (2) of the voting Members' representatives on the Policy Committee.
- e) Members' Proxy. If a Member of the Policy Committee will be absent from any meeting of the Policy Committee, then he or she may designate a proxy to serve in the Member's absence at that meeting. A designated proxy is not deemed to be a Member of the Policy Committee nor has any power, duty, or authority to act as a Member of the Policy Committee outside of the meeting for which he or she is designated.

SECTION 5. POLICY COMMITTEE FUNCTIONS AND RESPONSIBILITIES

The Policy Committee shall have the following functions and responsibilities:

- a) Mission/By-Laws/Committees. The Policy Committee shall have the authority to adopt a mission statement, to enact procedural by-laws governing or directing the activities of the Consortium, provided such mission statement and by-laws do not conflict with the terms of this Agreement, and to create such committees as it deems advisable.
- b) Officers. The Policy Committee shall elect a Chair and such officers as it deems advisable from among the voting representatives of the Members, said election to occur every two (2) years in January, or whenever a vacancy in office occurs.

- c) General Responsibilities. The Policy Committee is responsible for approving policy, priorities, work plan, and technical and performance standards and may delegate such general responsibilities to Member representatives as may be needed.

- d) Budget.
 - i. The Policy Committee shall, by majority vote, including the vote of the Lead Agency:
 - a. annually approve Consortium's budget by October 31 of the preceding year; and
 - b. approve amendments to said budget and expenditures as from time to time deemed necessary by the Parties.

 - ii. The tentative budget for each year shall be submitted by the Lead Agency to the Policy Committee during April of each year.

 - iii. Unless a new budget is approved by November 1st of any year, the last previously approved budget shall continue for a year. Under such circumstance, the Lead Agency retains the right to invoice Members according to the Funding Formula for authorized expenditures as may be reasonably documented which exceed the expense budget due to increased costs, and/or to terminate the agreement with 30 days' notice.

 - iv. The format of the budget shall conform to the format of the Lead Agency's budget unless otherwise directed by majority, including the vote of the Lead Agency, vote of the Policy Committee.

- e) Funding Formula. The Policy Committee shall annually, at the time of approving the subsequent year's budget, by a unanimous vote, approve the funding formula to determine the Parties' share of expenses for Consortium operations.

- f) Intergovernmental Agreement. The Policy Committee may recommend, to the Parties, the approval of contracts with other governmental entities to provide some or all of Consortium services on a contractual basis.

- g) Purchases. The Policy Committee may approve contracts for the purchase of goods or services with units of federal, state and local units of government, private corporations, not-for-profit organizations, partners and individuals. All such purchases shall be made in accordance with the purchasing policies of the Lead Agency.

- h) Contributions. The Policy Committee may approve the receipt by the Consortium of grants, loans, gifts, bequests, funding, in-kind services from federal, state and local units of government, and from public and private sources.

- i) Lead Agency. The Policy Committee may re-designate the Lead Agency by at least a majority vote of all Members, provided that no Members shall be designated Lead Agency without its consent, and provided further that, unless the Parties agree otherwise, no change in the Lead Agency shall take place without at least one hundred and eighty (180) days' prior notice prior to the beginning of the next fiscal year of the current Lead Agency.
- j) Policies and Fees. The Policy Committee shall have the authority to adopt policies, including those referred to in Section 10, and a schedule of fees by a majority vote.

SECTION 6. LEAD AGENCY DESIGNATED

The Lead Agency shall be McLean County.

SECTION 7. LEAD AGENCY DUTIES

The Lead Agency shall be responsible for, and is hereby empowered to take, all actions to support the overall operation of the Consortium and its affairs in accordance with this Agreement and the mission, goals and objectives approved by the Policy Committee. These duties include, but are not limited to:

- a) Employing and supervising all personnel assigned to the Consortium in accordance with the Lead Agency's policies and procedures, including, but not limited to hiring, firing, disciplining, establishing incentives, benefits, negotiations with unions, and all other employment decisions.
- b) Directing the management and supervision of all employees assigned to Consortium duties in accordance with the policies and procedures of the Lead Agency.
- c) Incurring and paying, on the behalf of the Members and in accordance with this Agreement and Consortium's approved budget, all Consortium expenses.
- d) Entering into all contracts, lease and procurement agreements in accordance with this Agreement, the approved budget, and the policies and procedures of the Lead Agency.
- e) Expending funds in accordance with the Consortium's approved budget. Purchasing shall be conducted in accordance with the Consortium approved budget and the purchasing policies and procedures of the Lead Agency.
- f) Providing all personnel administration, financial support staff, insurance, legal advice and management support and services in accordance with this Agreement and the approved Consortium budget and the policies and procedures of the Lead Agency.

- g) Billing and collecting from each Member its share of the cost of Consortium's operations as provided in this Agreement and the approved annual budget and work plan of Consortium.
- h) Overseeing the establishment and implementation of policies and procedures at the Consortium staff level to implement the mission, goals, and work plan of the Consortium.
- i) Developing a proposed annual budget and work plan and administering the approved budget, expenditures, and work plan in accordance with this Agreement.
- j) Providing staff support, including the recording and distribution of minutes for the Consortium Policy Committee.
- k) Providing necessary office space, furnishings, equipment, hardware, software, and technical support for the Consortium to operate.
- l) Providing generally for the audit, accounting for, receipt, and custody of Consortium funds.
- m) Supervise the activities of the consortium coordinator.

The Lead Agency shall be entitled to reimbursement for the costs it incurs in performing these functions, which costs shall be included in Consortium's budget, as amended from time to time in accordance with this Agreement. The formula for cost reimbursement shall be established as part of the funding formula.

SECTION 8. CONSORTIUM GIS COORDINATOR

The position of Consortium GIS Coordinator may be created to carry out the mission, goals, and direction of the Consortium consistent with this Agreement. The Consortium GIS Coordinator is employed by the Lead Agency, answerable to a director of the Lead Agency, and is responsible for overseeing and coordinating the following:

- a) Coordinate the work of the Policy Committee as described herein.
- b) Maintain a centralized and accessible GIS database system for the Consortium.
- c) Coordinate the technological networking necessary to provide real-time access of the GIS database to all Parties.
- d) Oversee the storage, backup and disaster recovery policies and practices related to the GIS database.

- e) Coordinate the regular updating of the database as needed with information from such agencies as the Census Bureau, USGS, IDOR, IDNR, IDOT.
- f) Make available to the public via the internet those components of the GIS that do not represent an inherent risk to the safety and operations of the Parties and their constituents. Current law, best practices and policies regarding privacy will be considered when determining which components can be made available to the public.
- g) Act on behalf of the Consortium in the contracting of products and services needed to support the GIS dataset and its functionality.
- h) Coordinate the determination of priorities shared by the Parties.
- i) Work with the Lead Agency to prepare an annual budget for the Consortium for Policy Committee consideration and approval.
- j) Provide support, including the recording and distribution of minutes for the Consortium and the preparation and distribution of agenda materials to Consortium Members.
- k) Make recommendations to the Policy Committee concerning:
 - i. Hardware requirements;
 - ii. Software requirements;
 - iii. Networking;
 - iv. Data Standards;
 - v. Policy and fee recommendations;
 - vi. Development/Prioritization of the Work Plan;
- l) Perform other aspects of the GIS consistent with this Agreement and as requested by the Policy Committee.

SECTION 9. MEMBER RESPONSIBILITIES

Each Member shall:

- a) Utilize the Consortium GIS only in accordance with this Agreement and Consortium policies;
- b) Provide original data and perform all data editing and maintenance, on a regular or as needed basis, of the GIS dataset in one centrally located GIS database as required by Consortium policy;

- c) Distribute Consortium data to non-Members in accordance with the adopted Consortium data distribution policy.
- d) Retain legal responsibility and liability, if any, for the quality of the data that it provides.
- e) Retain ownership of the data that it provides.
- f) Be responsible for providing and maintaining its own GIS equipment, software, and GIS-related items.

SECTION 10. FINANCES

- a) Contributions. Each Party shall be responsible for contributing to the Consortium budget and expenses based on a cost-sharing formula established from time to time by the Members and found in Appendix A. Any change in the formula may be made by a unanimous vote of the Policy Committee. The most recently approved cost-sharing formula shall continue unless amended by majority vote of the Parties.
- b) Records. The Lead Agency shall maintain financial records regarding Consortium operations and finances in accordance with generally accepted governmental accounting standards, which records shall be available at the Lead Agency's finance offices for inspection by any of the Parties during regular business hours.
- c) Invoices. The Lead Agency shall invoice each Member annually for its share of Consortium costs based on the approved cost sharing formula.
- d) Payment. Members shall pay said bills within thirty {30} days of receipt of an invoice for the same.
- e) Audit. Consortium financial records shall be audited on an annual basis by the outside accountant used by the Lead Agency for its other audits and the cost of such audit shall be considered an operating expense of Consortium.
- f) Fiscal Year. Consortium's fiscal year shall follow the fiscal year of the Lead Agency.

SECTION 11. CONSORTIUM DATA POLICIES

- a) Policies and Procedure.
 - i. The Policy Committee shall develop and approve policies and procedures on the following topics, including but not limited to:
 - Data distribution or disclosure to Consortium Members

- Data distribution or disclosure to non-Members, including policies to protect the privacy of individuals
 - Data licensing
 - Freedom of Information requests
 - Data security
- ii. The policies and procedures shall be consistent with this Agreement.
- iii. Individual Consortium Members shall distribute GIS data only consistent with the policies and procedures developed under this Agreement.
- b) Ownership.
- i. Data supplied by individual Members shall continue to be owned by the individual Member, but may be utilized by the Consortium for Consortium purposes consistent with this Agreement and the policies and procedures developed under the authority of the Agreement.
- ii. The cadastral layer will be edited from one centralized layer housed by the Lead Agency. Editing each PIN (Property Identification Number) and associated parcel information will remain the responsibility of the agency statutorily empowered to control such data under Article 9 of Illinois' Property Tax Code and any other applicable law, administrative rule or regulation. This responsibility may be assigned by the statutorily empowered agency to another party by mutual written consent. This agreement in no way precludes the Lead Agency from performing any other database functions necessary to ensure the integrity of the database. This agreement in no way precludes any party to this agreement from using another party's information in order to publish a complete and cohesive product from the GIS.
- iii. The Consortium shall own GIS data which the Consortium develops through processing or altering of the original configuration of the data by the Consortium software.
- iv. Any Member has the right to refuse to provide data to GIS if required by federal or state statute, court order, or local ordinance or contract predating this Agreement, and to the limited extent necessary to preserve or recognize any statutory or common law privilege.
- c) Freedom of Information Act (FOIA) Requests. Requests for information made pursuant to the Freedom of Information Act shall be answered in accordance with all applicable laws, administrative rules and regulations.

- d) Other Disclosures to Non-Members.
 - i. Information protocols will allow disclosure of data in GIS to third Parties required by federal or state statute (such as the Freedom of Information Act), local ordinance or contract predating the agreement, or court order (including a judicial subpoena). The Consortium shall notify the appropriate Policy Committee representatives of the disclosure.
 - ii. Information protocols will allow disclosure of data in GIS to third Parties to the extent necessary to maintain GIS and related systems, and to perform law enforcement and investigatory functions, prosecution, and defense of criminal cases, defense of civil claims, and coordination with other government agencies (such as DCFS and the Attorney General).
 - iii. Additional guidelines are documented in the McLean County GIS Consortium Digital Data Policy.

SECTION 12. TERMINATION BY PARTIES

- a) Withdrawal. A Party may terminate its participation in this Agreement as of January 1 of any year by giving written notice to each of the other Parties. Such notice shall be given prior to April 1 of the year before the desired termination date. No contributions will be refunded in the event of a party terminating its participation.
- b) Failure to Budget. Each Party will utilize its best efforts to appropriate and budget sufficient funds to meet its obligations in full under this Agreement. A Member may withdraw with 30 days' written notice to the Members if the corporate authorities of the Member have failed to authorize, budget, appropriate or release the funds necessary to support the Member's obligation in full.
- c) Default. If a Party to this Agreement is in default of its payment obligations, the Policy Committee may so declare and terminate GIS services to that Member thirty (30) days after the date of mailing of notice of default and termination of services to the defaulting Party, unless the defaulting Party cures the default in full prior to the expiration of the thirty (30) days set forth in the notice. The notice of the default declared by the Policy Committee shall be issued by the Lead Agency. If the defaulting Party pays all amounts due and the costs incurred by the Consortium in updating the information in relevant databases, GIS services to the Party shall be reinstated.
- d) Data Developed Prior to Withdrawal. A Party terminating its participation in this Agreement shall have the right to one (1) electronic copy of the data developed prior to the first occurring of these dates: the date of Member termination or date of Member default.

SECTION 13. DISSOLUTION

It is the intent of the Parties to maintain the Consortium as a continuing operation. However, should any of the Parties elect to withdraw its participation in and support of the Consortium, then the Consortium may continue in operation for the benefit of the remaining Parties if a minimum of two (2) of the Parties elect to continue their participation.

SECTION 14. EQUIPMENT; USE AND OWNERSHIP; LOAN EQUIPMENT

All equipment purchased for the Consortium shall be purchased, utilized and disposed of by the Lead Agency and held in trust for the Consortium use. It shall be recorded and identified by the Lead Agency as Consortium Agreement property, separate from other Lead Agency property. Prior to dissolution of Consortium, all proceeds from the sale of any Consortium Agreement property or data shall be devoted solely to the operation of Consortium. In the case of a change in Lead Agency, Consortium property shall be transferred with the Lead Agency function to the new Lead Agency.

Any Member Agency may, with approval of the Policy Committee, loan property or equipment to the Lead Agency for use by the Consortium. Such property shall continue to be owned by the Member Agency, and the Lead Agency shall keep written records of such loaned equipment. If the Party owning the loaned equipment wishes to withdraw it from Consortium service, that Party may do so provided that, if in the opinion of the Consortium Coordinator, the property is essential to the Consortium and requires replacement to ensure consistency and proper functioning of the Consortium, then such loaned equipment shall be withdrawn only after providing a reasonable notice of withdrawal to the other Parties.

SECTION 15. RIGHTS OF TERMINATING PARTY TO CONSORTIUM ASSETS

A Party terminating its participation in this Agreement shall continue to maintain its financial interest in all equipment purchased for the Consortium operation prior to the date of that Member's termination. Such equipment or proceeds derived from the disposition of the equipment shall continue to be used for the continued operation of Consortium until Consortium is dissolved.

SECTION 16. DISPOSITION OF CONSORTIUM ASSETS UPON DISSOLUTION

Upon dissolution of the Consortium, all assets held in trust by the Lead Agency on behalf of the Parties of this Agreement will be sold and the proceeds, after deducting all costs of sales and any unpaid obligations relating to such assets or operating expenses of the Consortium, shall be divided among all Parties to this Agreement in accordance with the proportion that the amount of funding of that Party bears to the total during the period of time from the effective date of this Agreement until the date that Consortium is dissolved. Any one (1) or more of the Parties shall

have the right to purchase such assets at their fair market value prior to any public sale. Such fair market value shall be determined by majority vote of the Policy Committee. If more than one (1) Party wishes to purchase such assets or a particular asset for the fair market value, the matter will be decided by lot.

SECTION 17. INSURANCE

The Lead Agency shall procure and maintain, during the term of this Agreement or any extension thereof, sufficient property insurance to cover the replacement value of the Consortium equipment and all equipment loaned to Consortium, against all direct loss or damage. The cost of any such insurance shall be a cost of operating the Consortium, to be borne by the Parties hereto in the same manner as other costs in accordance with this Agreement. The Lead Agency shall procure and maintain liability and worker's compensation insurance for Consortium operations in accordance with insurance purchase standards for its other operating departments. The insurance shall name each Member Agency as additional insured under the liability policy procured. The members covenant and agree that they will save each other and the and the Consortium harmless and indemnified at all times against any loss, cost, damage, or expense by reason of any accident, casualty, damage or loss resulting to any property or data of the Consortium.

SECTION 18. LIMITATIONS OF PERSONNEL

No employee shall have authority to commit, obligate or bind any Party hereto to any contract or obligation unless specifically authorized by said Party, except as provided for in this Agreement.

SECTION 19. AMENDMENTS

This Agreement may be amended in writing at any time by mutual agreement of all of the Parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or to be added. The execution of any amendment shall be authorized by passage of an appropriate ordinance or other proper and lawful corporate action by the corporate authorities of each Party.

SECTION 20. ADDITIONAL MEMBERS

New Members may only be added to the Consortium by a unanimous vote of the Policy Committee. New Members shall pay an initial capital and data development fee equivalent to a pro-rata share of the capital/data development costs incurred by Consortium for providing existing service. New Members shall agree to pay remaining fees in accordance with the funding formula.

New Members shall agree in writing to all the terms of this Agreement before Membership becomes effective.

SECTION 21. EFFECTIVE DATE

This Agreement shall be effective as to each Member on the date such Member executed the Agreement.

SECTION 22. NOTICES

Notices hereunder shall be provided personally or by first class mail to the Chief Administrative Officer of each Party and to the attorney representing each Party. The date of the notice shall be the third day after the date of mailing if notice is provided by mail. If the notice is provided by personal delivery, the date of personal delivery is the date of the notice.

SECTION 23. COUNTERPARTS

This Agreement may be signed in several counterparts, each of which shall be considered an originally executed agreement for all purposes.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals to this Agreement as of the dates below indicated.

CITY OF BLOOMINGTON:

MCLEAN COUNTY:

City Manager

Board Chairman

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

County Clerk

TOWN OF NORMAL:

City Manager

Date: _____

APPROVED AS TO FORM:

Corporation Counsel

Appendix A

Funding Formula-effective January 1, 2017

Funding shall be derived in the manner described as follows:

- A. For the McLean County Contribution(Lead Agency) Two-Thirds of Document Recording Fees Collected by the McLean County Recorder's Office for Countywide GIS Development and in addition, 1/3 of the remaining revenue needed to meet expenses identified in the approved annual GIS budget. Records of these amounts shall be maintained by the County and shall be made available to Members of this agreement upon reasonable request.

- B. For the City of Bloomington and Town of Normal Contribution, each shall provide funding amounts of 1/3 of the remaining revenue (after applying of Two-Thirds of Document Recording Fees Collected by the McLean County Recorder's Office for Countywide GIS Development) needed to meet expenses identified in the approved annual GIS budget.

- C. To provide for the remainder of the MCRPC Fiscal Year 2017, The McLean County Regional Planning Commission (MCRPC) shall provide to the County (Lead Agency) the remaining balance of member contributions and revenues intended for operation of the GIS Consortium. The County (Lead Agency) will invoice the City of Bloomington and Town of Normal Governments by no later than June 1 and payable by July 1, 2017 for the remainder of the County FY 2017.

- D. To provide for GIS development activities programmed to begin in the subsequent County (Lead Agency) fiscal years, which begin January 1st, invoices shall be due and payable during the respective 1st January payment cycle of the City of Bloomington and Town of Normal Governments, or as otherwise agreed to between the County (Lead Agency) and the respective Member Governments. For the City, County and Town, the identified funding share will be incorporated into each respective annual agreement for Regional Planning services.



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of approving an Intergovernmental Agreement with Ecology Action Center for Solid Waste Program.

RECOMMENDATION/MOTION: that the Intergovernmental Agreement between the City of Bloomington, Town of Normal, McLean County, and the Ecology Action Center for the McLean County Solid Waste Program be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services. Goal 5. Great place—livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d – City services delivered in the most cost-effective, efficient manner. Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: The Ecology Action Center has been a vital partner with the City, Town and County in providing public education services, research, and high-level planning on an array of issues, including solid waste management. It leads the process for required long-term solid waste plans. The Ecology Action Center is currently working on a new 20-year Integrated Solid Waste Management Plan on behalf of the City of Bloomington, Town of Normal and McLean County for continued compliance with the Illinois Solid Waste Planning and Recycling Act. While the aforementioned Act currently only requires updates to the existing plan every five years, the EAC is undertaking the coordination of an entirely new solid waste plan due to the significant changes in waste management needs, recycling technologies, and commodity markets since the adoption of the original 1991 McLean County Solid Waste Management Plan. The new plan will focus more on existing deficiencies in our community such as multi-family housing and commercial recycling and food waste/organics reduction and composting. While nearly a year of work has gone into the process so far, additional stakeholder group involvement is necessary to complete the plan which is estimated to be ready for council review and consideration for approval sometime in mid-2017.

It also has filled gaps in service – organizing, for example, periodic collection of household hazardous waste. It is located at 202 W. College Ave., Normal. Its web site, ecologyactioncenter.org, serves as clearinghouses of information for the full breath of recycling information. Its work stands out for quality and reliability. Among services, EAC keeps abreast of regulations and files mandatory reports to the Illinois Environmental Protection Agency on behalf of the City, Town and County. In contracting with the agency, the three governments avoid a massive duplication of services.

The proposed three-year (3) agreement with the Ecology Action Center (EAC) ensures operating funds and stability in the event that the McLean County Landfill ceases operations, as expected. The landfill is operated by American Disposal Services of Illinois, a subsidiary of Allied Waste Industries Inc. It is projected to remain in operation through early 2017 by the Illinois Environmental Protection Agency. The EAC agreement covers 2017, 2018 and 2019. The McLean County Board approved the agreement on November 15, 2016. The Normal Town Council voted on the agreement on November 21, 2016.

As part of its landfill contract, Allied pays EAC indirectly out of the host fee to provide the bulk of the EAC's budget. The host fee is a tax that goes to the "host" community (county, municipality, etc.) where the pollution control facility (landfill) is located. This money is allocated through the McLean County Solid Waste Fund. Due to this funding, the City currently pays nothing out of its budget to sustain the general operations of the EAC.

By the letter of Solid Waste Program Agreement currently before the Council, the City obligates itself for up to \$146,046 over three (3) years to support general operations of the EAC. The Town of Normal obligates itself to up to \$100,609. McLean County obligates itself to a maximum \$77,891. Amounts are prorated by population.

As a practical matter, all three units of government should begin paying once the landfill closes. The McLean County Landfill is the only landfill in the county, and currently no plan has been proposed to expand it to keep it in operation beyond early 2017. The agreement specifies that the obligation becomes effective only if the host fee revenue for the EAC is lost.

Efficiency: EAC provides an efficiency of scale and avoids some duplication of service by the three local governments: City, Town and County.

Accountability: The ability to work cooperatively has been exceptional and the EAC operates with an air of transparency. The Solid Waste Management Technical Committee consists of the Bloomington City Manager, the Normal City Manager, the Executive Director of the Mclean County Regional Planning Commission and the Director of the Mclean County Department of Building and Zoning.

Agency history: The EAC was founded in 1971 as Operation Recycle during the emerging modern U.S. environmental movement. It started as an all-volunteer group. It evolved into a professional, full-time agency while using both paid and volunteer workers to address a range of issues and to partner with communities and their governments. The name EAC was officially adopted in 2004.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The City pays nothing as long as the landfill continues to operate and pay for the EAC through the McLean County Solid Waste Fund. However, host fees from the landfill are projected to cover all costs of the City's obligation at least until early 2017.

In the event that the Center loses this host fee revenue, total payments by the three local governments for 2014 are a combined \$8,750 per month, with the City obligated to pay the population prorated share of \$3,937.50 (forty-five percent/45%). Rises in the consumer price index would be used to calculate cost of living increases for 2018 and 2019 but with a maximum annual increase of three percent (3%).

Funding for this has been included in the FY 2018 Proposed Budget under Solid Waste-Solid Waste Education account (54404400-70666).

Without the EAC, the City would look to replace at least some of its services in-house. To staff's knowledge, no other local agency is similarly positioned to undertake the work accomplished by EAC. The City would have to add staff or reallocate resources to serve functions now carried out by the EAC.

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Public Works Administration.

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Solid Waste Program Agreement

Motion: that the intergovernmental agreement between the City of Bloomington, Town of Normal, McLean County, and the Ecology Action Center for the McLean County Solid Waste Program be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			

Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

SOLID WASTE PROGRAM AGREEMENT

This agreement is entered into as of this 1st day of January, 2017, by and between the City of Bloomington, Town of Normal, and County of McLean (hereinafter referred to as the "City", "Town", and "County") and the Ecology Action Center (hereinafter referred to as the "Center").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Solid Waste Program, hereafter referred to as the "Program", to include solid waste and waste reduction education programs for the City, Town, and County and assist the City, Town, and County in meeting the requirements of the Illinois Solid Waste Management Planning and Recycling Act, which requires Illinois counties to administer a solid waste management plan to reduce waste and recycle 40% of the waste generated.

B. Period of Agreement:

The period of this agreement is three (3) years, commencing January 1, 2017 and ending December 31, 2019. This agreement shall be automatically renewed on a calendar year basis unless any party otherwise indicates. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services:

1. City, Town, and County

The City, Town, and County shall:

- a. provide program guidance and oversight through participation on the McLean County Solid Waste Management Program Technical Committee and
- b. provide funding for the project in accordance with item "D" of this agreement.

2. Center

The Center shall:

- a. provide a Solid Waste Coordinator for the community
- b. act as the community solid waste agency

- c. provide the solid waste and waste reduction services to the City, Town, and County as outlined in Appendix A; and
- d. complete the following reporting requirements: 1) quarterly progress reports including leading performance indicators to Bloomington, Normal, and the McLean County Board Land Use Committee; 2) annual reports to the Illinois Environmental Protection Agency when required;¹ 3) five year updates to the McLean County Integrated Solid Waste Management Plan as required; and 4) periodic reports to the McLean County Solid Waste Management Technical Committee as needed.

D. Project Costs:

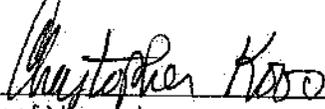
1. Payments of \$8,750 shall be made by the County by the first (1st) week of every month of the agreement, pending the receipt of an invoice from the Center by the fifteenth day of the preceding month. An annual cost of living increase will be added to the monthly fee after January 2018 and January 2019 equal to that year's consumer price index or a maximum of three (3) percent of the monthly contract cost. The total cost of the contract will not exceed \$325,000, which includes a three (3) percent increase per year in January 2018 and January 2019. These payments shall cease upon the closure of the McLean County Landfill and/or the otherwise loss of the majority of anticipated revenues to the McLean County Solid Waste Fund due to diversion of the majority of municipal solid waste to landfills outside McLean County. In that event, the parties to this agreement shall commence making payments as provided in the foregoing paragraphs D2, 3, and 4.
2. Upon the event of closure of the McLean County Landfill and/or the otherwise loss of the majority of anticipated revenues to the McLean County Solid Waste Fund due to diversion of the majority of municipal solid waste to landfills outside of McLean County, the City, County and Town will collectively assume funding responsibility for the Program services provided by the Center. The annual contract cost of the Program, at the level described in section "D", will be split by the City, Town, and County proportionally using the figures of 45% to represent the City population, 31% to represent the Town population, and 24% to represent the County population. See Appendix "B" for estimates of annual program costs anticipated from the City, Town, and County.
3. The County shall give 90 days' notice to the City, Town, and Center of the date that responsibility for program funding will transfer to all three parties. The Center shall invoice the City, Town, and County annually per the amounts set forth in subitem "2" of item "D" above by the fifteenth day of the month following the 90 days' notice by the County. The City, Town, and County shall make these payments by the first (1st) week of the following month pending receipt of said invoice.

¹ Due to state cutbacks, IEPA is currently not accepting annual recycling rate and MSW generation reports for compilation.

4. It is understood by all parties that payment in support of this agreement is contingent upon availability of Program revenue and/or funds provided through the City, Town, and County.
- E. The Center shall save and hold the City, Town, and 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 action, claims and judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to, choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town, and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the Center and individual units of government for additional services.

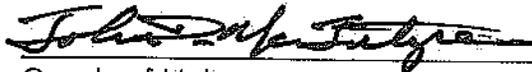
City of Bloomington

Date



Town of Normal

11-22-16
Date



County of McLean

11-15-16
Date

Ecology Action Center

Date

APPENDIX A Services Provided

The Center shall:

a. perform the following administrative and technical responsibilities as Community Solid Waste Coordinator:

- facilitate and record minutes of meetings of the Solid Waste Technical Committee;
- facilitate submission of grant proposals by local businesses and schools and apply for relevant grants for McLean County, such as solid waste planning grants and/or household hazardous waste collection grants;
- organize and promote Household Hazardous Waste Collection events as funding is available;
- annually determine McLean County's recycling rate as prescribed by the Illinois Environmental Protection Agency ("IEPA") and provide this information to the Solid Waste Technical Committee, City, Town, and County, public and the IEPA;
- coordinate McLean County Solid Waste Plan updates including submission to the IEPA;
- maintain familiarity with existing and pending solid waste regulations;
- coordinate implementation of McLean County Solid Waste Plan;
- review pollution control facility site applications as needed.²

b. provide the following solid waste management and program coordination services:

- maintain and moderate the McLean County Freecycle group, a free electronic exchange community to reduce waste;
- assist schools and businesses in adopting recycling programs;
- coordinate sustainability events to encourage recycling within the context of other environmentally positive practices;
- offer the McLean County Recycling and Waste Reduction Awards Program, including soliciting entries and evaluate applications, award certificates and recognize winners at meetings and through the media;

c. provide the following solid waste/waste reduction education and outreach services:

- provide a community waste and recycling information center/hotline;
- offer comprehensive online listings of local waste recycling and disposal options to include traditional municipal recycling, nontraditional recycling, and household hazardous wastes;

² If a pollution control facility permit review requires more than 15 hours of EAC staff time, reimbursement (including FICA/UI) in excess of 15 hours shall be provided by the appropriate governing body (City, Town, or County) from the siting review fee upon completion of the permit review process. Per 415 ILCS 5/39.2(k) "A county board or governing body of a municipality may charge applicants for siting review under this Section a reasonable fee to cover the reasonable and necessary costs incurred by such county or municipality in the siting review process."

- promote recycling, composting, waste reduction, reuse, and proper household hazardous waste disposal through multiple media channels—social media, electronic, and stories in traditional media;
 - conduct hands-on recycling and waste reduction programs in Bloomington, Normal, and County elementary schools;
 - design and produce materials to encourage new recyclers;
 - offer events promoting recycling and sustainable practices such as America Recycles Day and the Illinois Sustainable Living and Wellness Expo;
 - write and distribute publicity as necessary;
 - offer a recycling education and promotion program for middle and high school students on request;
 - offer summer library reading programs for Bloomington, Normal, and County Public Libraries;
 - provide speakers to community groups including civic groups, religious groups, and social groups;
 - provide resources to encourage public event recycling where feasible at Bloomington and Normal events;
 - offer recycling and waste reduction information at public events and festivals;
 - provide newsletters to McLean County residents by download on the EAC website;
 - provide online newsletters to email subscribers on a regular basis;
 - act as a resource for local educators;
 - develop public information materials;
 - create opportunities for public interest stories in local news media through press releases;
 - participate in regional and state solid waste initiatives when appropriate;
 - provide adult educational workshops on topics such as composting;
 - update recycling and hazardous waste information for the www.Earth911.com national website and local websites;
 - promote source reduction of Household Hazardous Wastes.
- d. provide for the administration of the program to include:
- the submission of quarterly progress reports to the City, Town, and County on the activities conducted in compliance with this agreement;
 - the combining of relevant programs as appropriate to avoid duplication and reduce costs and time;
 - the submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
 - the invoices for services performed in accordance with item "D" of this agreement and;
 - the reporting of program activities to the McLean County Solid Waste Technical Committee and other local government entities as requested.

e. evaluate effectiveness through key performance measures to include:

Leading Indicators

- Goal: Visit 75% of eligible classrooms in McLean County, Bloomington, and Normal for elementary school recycling and waste reduction education programs. Reaching this target means directly engaging with approximately 1,500 students.
- Goal: Visit 60% of public libraries within McLean County, Bloomington and Normal and provide a summer reading program on recycling and waste reduction topics. Reaching this target means directly engaging with approximately 300 library patrons.
- Goal: Provide recycling and waste reduction presentations for 30 local groups or approximately 750 individuals including civic groups, scouts, preschools, non-target school groups, university classes. In practice the EAC provides these programs for nearly 100% of those requesting the services.
- Goal: Promote recycling and sustainable practices to direct audiences utilizing social media channels including Facebook, Twitter, LinkedIn, and YouTube with a target of 100,000 interactions annually.
- Goal: Provide and promote comprehensive online resources on recycling and waste disposal for Bloomington, Normal, and McLean County with a target of 25,000 visits to these pages annually.

Lagging Indicator

As the main goals of the McLean County Solid Waste Program are to increase recycling while increasing source reduction, the annual measurement and reporting of these rates by the EAC can act as lagging indicators of the success of outreach efforts. However, the value of this performance indicator is also limited by other factors impacting recycling and waste generation rates, such as accessibility of recycling programs and macroeconomic forces. While quantifying source reduction of municipal solid waste is problematic, tracking recycling rates is much more reliable.

Per the 2012 Five Year Update to the McLean County Integrated Solid Waste Management Plan, the county-wide recycling rate goal is currently set at 40%, which will also serve as the EAC's target for purposes of this indicator. The 2012 calculated recycling rate was 36.5%. The 2017 McLean County Integrated Solid Waste Management Plan is currently in development; it is anticipated that the recycling rate goal will be increased as a result of the planning process.

APPENDIX B
Breakdown of anticipated program costs by City, Town, and County
upon closure of McLean County Landfill

Calendar Year	Estimated Annual Total Program Costs *	City (45%)	Town (31%)	County (24%)
2017	\$105,000	\$47,250	\$32,550	\$25,200
2018	\$108,150	\$48,668	\$33,527	\$25,956
2019	\$111,395	\$50,128	\$34,532	\$26,735

** This estimate includes the maximum COLA increase of 3 percent in 2018 and 2019 allowed in Section "D", subsection "I". In practice, this increase is normally less.*

APPENDIX C

Demonstration of Need

Statutory Requirements

The Illinois Solid Waste Planning and Recycling Act of 1991 requires solid waste planning by all Illinois counties with specific emphasis on cooperative agreements between local units of government. Specific requirements of this act include:

- creation and adoption of a county solid waste management plan to include a recycling program;
- designation of a recycling/solid waste coordinator to administer the program;
- establishment of a target within the plan for increasing community-wide recycling rates;
- public education and notification programs to increase recycling;
- provisions for compliance, including incentives;
- review and updating of the solid waste plan every five years.

Benefit

There are significant global and local benefits from recycling, waste reduction, and proper household hazardous waste disposal. Recycling of materials and waste reduction conserve natural resources, reduce energy costs associated with extraction, transportation, and processing of virgin materials, and reduce air and water pollution emissions from avoided energy consumption. Source reduction and proper disposal of household hazardous wastes are substantial factors in protecting local groundwater and surface water supplies in addition to contributing to increased child safety at home by reducing accidental exposure risks.

No less significant are the fiscal benefits from recycling; It is well established that providing recycling services is less expensive than landfilling waste because of the revenues realized when collected materials are sold as commodities. As volumes of both waste landfilled (at a cost) and waste recycled (at a subsidized cost due to commodity values) are impacted by education and outreach efforts, taxpayers directly benefit from EAC's services.

Cost Efficiency

The Ecology Action Center provides public outreach, education, and technical services at a very cost-effective rate. The program staff are not only trained environmental science professionals with a combined 50+ years of nontraditional education and program coordination experience, but are extremely passionate and dedicated to their work.

Due to the EAC's 501 (c)(3) nonprofit organization designation which allows for tax deductions to donors, program cost savings can be realized through discounted or donated goods and services which are not possible in the commercial sector. The EAC's offices and public facility are not only leased at a favorable rate from the Town

of Normal, but are extremely energy efficient and inexpensive to heat and cool with its grant-funded geothermal retrofit and significant weatherization. These factors combined result in a low overhead cost for EAC's operations.

The roughly \$100,000 annual contract costs include the following:

- EAC staff time (including interns) comparable to approximately 1.5 FTE including FICA/UI;
- approximately 500 volunteer hours of labor annually worth \$11,780;³
- authorized travel reimbursement at IRS rates;
- program supplies, printing, postage;
- leveraging of additional services of public benefit through partnerships with other nonprofit and for-profit partners;
- advertising and promotions via traditional and cost-effective social media;
- administrative overhead.

³ The estimated value of volunteer time for 2015 is \$23.56 per hour.
http://www.independentsector.org/volunteer_time

APPENDIX D

Ecology Action Center Highlights 1971-present

1971: One day recycling drive collecting newspapers, cans, and glass bottles leads to formation of "Operation Recycle," predecessor to the Ecology Action Center.

1971-1982: Recycling drives staffed by volunteers held every 4-7 weeks at three locations in Bloomington and Normal; 200-300 tons collected annually. Operation Recycle donates over \$10,000 in profits from sales of recyclables for environmental improvements in McLean County.

1983: Operation Recycling partners with Mid-Central Community Action to establish a full time recycling center to increase recycling volumes and to train and employ lower income individuals.

1985: Operation Recycle calls for creation of a municipal solid waste committee with members appointed by Bloomington-Normal mayors.

1991: McLean County Board adopts McLean County Integrated Solid Waste Management Plan (ISWMP) in accordance with Illinois Solid Waste Planning and Recycling Act.

1990s: Bloomington and Normal take over residential recycling services.

2001: McLean County Regional Planning Commission sub-contracts Operation Recycle to provide solid waste education services as part of McLean County Solid Waste Program.

2004: Operation Recycle officially changes its name to the Ecology Action Center (EAC). McLean County, Bloomington, and Normal contract the EAC to coordinate administration and implementation of the McLean County Solid Waste Program, including recycling and waste reduction education programs for Bloomington, Normal, and McLean County to meet the requirements of the Illinois Solid Waste Management Planning and Recycling Act.

2011: In partnership with Illinois Wesleyan University, EAC creates the "MEGA Recycling Event," which accepts non-traditional recyclables—electronics, textiles, clothing, plastic garden pots, household batteries and CFLs—and also encourages recycling of these materials at various locations in McLean County year-around.

2011-2012: EAC spearheads fundraising campaign to hold first-ever locally funded Household Hazardous Waste Collection Event in McLean County, raising over \$143,000 and \$32,000 in-kind contributions. Over 160,000 pounds of hazardous materials were collected from approximately 3,000 households.

2012: EAC holds first major central Illinois zero-waste event by implementing waste-reduction strategies at its annual Illinois Sustainable Living and Wellness Expo. Less than

one bag of trash was generated for 4,300 event participants. For the first time the EAC annual calculation of community-wide waste and recycling rates demonstrates a significant drop in total waste generated (including recyclables) while also showing a positive increase in overall recycling rates to 36.5%. The combination of simultaneous source reduction and increased recycling is the ideal position.

2015: EAC holds first locally funded Household Hazardous Waste Collection under new agreement with the City of Bloomington, Town of Normal, and McLean County which provides the bulk of the funding for biennial HHW collection events for local residents.

2016: EAC launches process to create a new, more assertive 20-year solid waste management plan.

August 2017 (anticipated): McLean County Landfill reaches capacity and begins closure process.



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: November 28, 2016

SUBJECT: Consideration of an Ordinance to authorize the preparation of a Tax Increment Financing Redevelopment Project Plan for the proposed North Main Street / Chestnut Street Redevelopment Project Area.

RECOMMENDATION/MOTION: that an Ordinance authorizing the preparation of a Redevelopment Project Plan with respect to the designation of a certain area as a Tax Increment Financing Redevelopment Project Area (North Main Street / Chestnut Street) be approved and authorize the Mayor and City Clerk to execute the necessary documents.

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.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington; 3c. Revitalization of older commercial homes; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations. Objective 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; Objective 5b. City decisions consistent with plans and policies; 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; 5e. More attractive city: commercial areas and neighborhoods. 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: On March 14, 2016 the City Council approved Resolution 2016-08 which authorized the purchase of a portion of the former Mennonite Hospital / Electrolux property at 807 N Main Street. Following the completion of the demolition of the former Electrolux building, the City closed on its purchase of this property on November 2, 2016. To support the City’s purchase of this property and to attract developer interest to the site, Staff has previously recommended the creation of a Tax Increment Financing (TIF) District in this area that would encompass the former Electrolux property and surrounding eligible parcels. On May 16, 2016, the City Council approved Ordinance 2016-45 which authorized TIF Consultant Peckham Guyton Albers & Viets (PGAV) to prepare a TIF Eligibility Study for the former Mennonite Hospital / Electrolux property and adjacent parcels which could benefit from inclusion in a TIF District. PGAV’s Tax Increment Financing Eligibility Study for the proposed “North Main Street / Chestnut Street Redevelopment Project Area” is attached for the Council’s review.

During PGAV’s preparation of the Eligibility Study and analysis of the proposed study area (which was outlined in the map attached to Ordinance 2016-45 and is included in the Eligibility

Study) both Staff and PGAV jointly determined that the boundary of the proposed TIF District should be enlarged to include three additional properties:

1. **The Burr House Bed & Breakfast (210 East Chestnut Street):** The Luman Burr home was constructed in 1864 as a single family home and is part of the Franklin Square National Register Historic District. The home was converted into to a B&B in 1994. The property continues to operate as a B&B but is currently for sale. Staff discussions with the property owner indicate that a future buyer of the property may need to make significant updates to the home to continue to operate it as a B&B or convert it back to a single family residence. Including this property in the proposed TIF District would enable the City Council to leverage the tool of TIF to assist a private developer in the acquisition and renovation of this historic property through a redevelopment agreement. It is important to note that including this property in the proposed TIF District in no way alters the R2-S4 Historic and Cultural District Zoning Overlay for this property.
2. **Taqueria El Porton Restaurant (901 North Main Street):** Staff discussions with a representative of the current owner of the building / restaurant indicate that an expansion or renovation of the building is being contemplated. City records indicate the site hosted “Roy’s Phillips 66 Service Station” from 1954 to 1974. The current restaurant building, which was built in 1975 and operated as “Mel-O-Cream Secret Formula Donuts” until 1987, and then operated as “The Bakery Banc” from 1987 to 2001, has been home to Taqueria El Porton since 2003. The inclusion of this property in the proposed TIF District would enable the City Council to leverage the tool of TIF to assist the property owners with the renovation / expansion of the existing building or the complete redevelopment of the property into a multi-level mixed-use development with first floor retail and residential units on the upper floors similar to other recent mixed-use redevelopment projects in the Main Street corridor.
3. **The BCPA Creativity Center (107 E Chestnut Street):** Built in 1979 as the Mennonite Hospital Physicians Medical Office Building, this 31,000 square foot two level office building with full basement housed a variety of medical offices and classrooms for the Mennonite College of Nursing. The building was acquired in 1998 by William Johnston who then sold it to the City along with the adjacent 90 space parking lot for \$1.625 million in December 2003 (the acquisition price included the demolition of the former Mennonite Hospital Community Health Center at 702 N East Street which itself was a former A&P grocery store, and the repair and resurfacing and landscaping of the parking lot and installation of an ADA accessible ramp to the Creativity Center building). According to the December 8, 2003 Council memo, the City’s Cultural District recommended acquisition of the property the with the intent to remodel the building into the “Creativity Center” to “provide visual arts classrooms and display areas, performance class / rehearsal rooms, music teaching / practice studios, storage space and administrative office spaces for a number of area arts organizations.” If the City is successful in attracting a significant private development to the adjacent Electrolux site, the City Council could leverage TIF funds to support the renovation efforts of the Creativity Center by including both properties within the same TIF District as proposed. Conversely, if the City Council ultimately chooses to divest itself of the Creativity Center

building (either to seek an alternate location for the array of activities originally planned for the building or to forgo the entire concept), TIF could be used as a tool to support a private developer with the renovation of the building back into an office or other use.

Staff has had conversations with multiple developers who have expressed interest in the now city-owned former Electrolux site and the possibility of municipal assistance has been discussed, primarily due to the potential need for structured parking to support a mixed-use development at the site. As outlined in the Eligibility Study, the prior sale of and development of the multiple former adjacent surface parking lots, which formerly provided parking for the Mennonite Hospital / Electrolux complex, could severely constrain the future redevelopment efforts of the approximately four (4) acre former Electrolux / IWU block of parcels. The attached map created by the City's Office of Economic Development outlines the boundaries of the properties in this area that were at one time owned / controlled by Mennonite Hospital / Bromenn Healthcare / Advocate Health & Hospitals Corporation. This area of the City has yet to fully recover from the departure of the positive economic influence that the hospital brought to the neighborhood as the dominant landowner and employer in this area of the Downtown. By leveraging the tool of TIF, a private development comparable in scale and quality to the original hospital campus could be attracted to this in-fill development site which would positively benefit the surrounding neighborhood and serve as an additional anchor for Downtown Bloomington.

Approval of the Ordinance is recommended by staff as the TIF Act requires the drafting of a formal Redevelopment Plan prior to initiating the process to create a TIF District. A Redevelopment Plan will assist both staff and the City Council in determining which economic development tools are most appropriate to assist with the renovation and / or redevelopment of the properties in the proposed Redevelopment Project Area. As TIF is a discretionary economic development tool, it is important to note that the creation of a TIF District in this area does not bind the City to offering TIF related incentives to developers which propose a project within the TIF District once it is established.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staff has met with the owners of the properties which would be included in the proposed TIF District and they have provided positive feedback. Additional meetings have been held with developers who have expressed interest in the now city-owned former Electrolux parcel. The City's Comprehensive Plan 2035, which was drafted with public input, emphasizes the need to explore potential incentive programs to encourage in-fill development, especially at "Tier One" sites (the core properties to be included in the proposed TIF District were designated as Tier One sites).

Additionally, during the September 22, 2016 Downtown Stakeholders workshop which was coordinated by the Downtown Bloomington Association in conjunction with City Staff and facilitated by Courtney Kashima from MUSE Community + Design, many of the 40 stakeholders in attendance highlighted the Comprehensive Plan 2035 Objective of "*Pursue catalyst projects that can serve as additional Downtown anchors*" as a top priority for guiding the redevelopment efforts of the Downtown. Additionally, the stakeholders affirmed the importance of the Comprehensive Plan 2035 Action Item "*Continue to develop, promote and provide incentives for property owners or developers to reinvest in Downtown.*"

FINANCIAL IMPACT: PGAV has quoted a fee of \$17,500.00 to draft the proposed Redevelopment Plan, to consult with City Staff in review of the Plan, and to attend various required meetings. The Economic Development budget has sufficient funds in the FY 2017 Adopted Budget to cover this project. The funds would be sourced from the Economic Development-Other Professional & Technical Services account (10019170-70220). Stakeholders can locate this in the FY 2017 Budget Book titled “Budget Overview & General Fund” on page 412.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Tom Dabareiner AICP, Community Development Director

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

Legal review by: Kathleen Field Orr, City TIF Attorney

Recommended by:



David A. Hales
City Manager

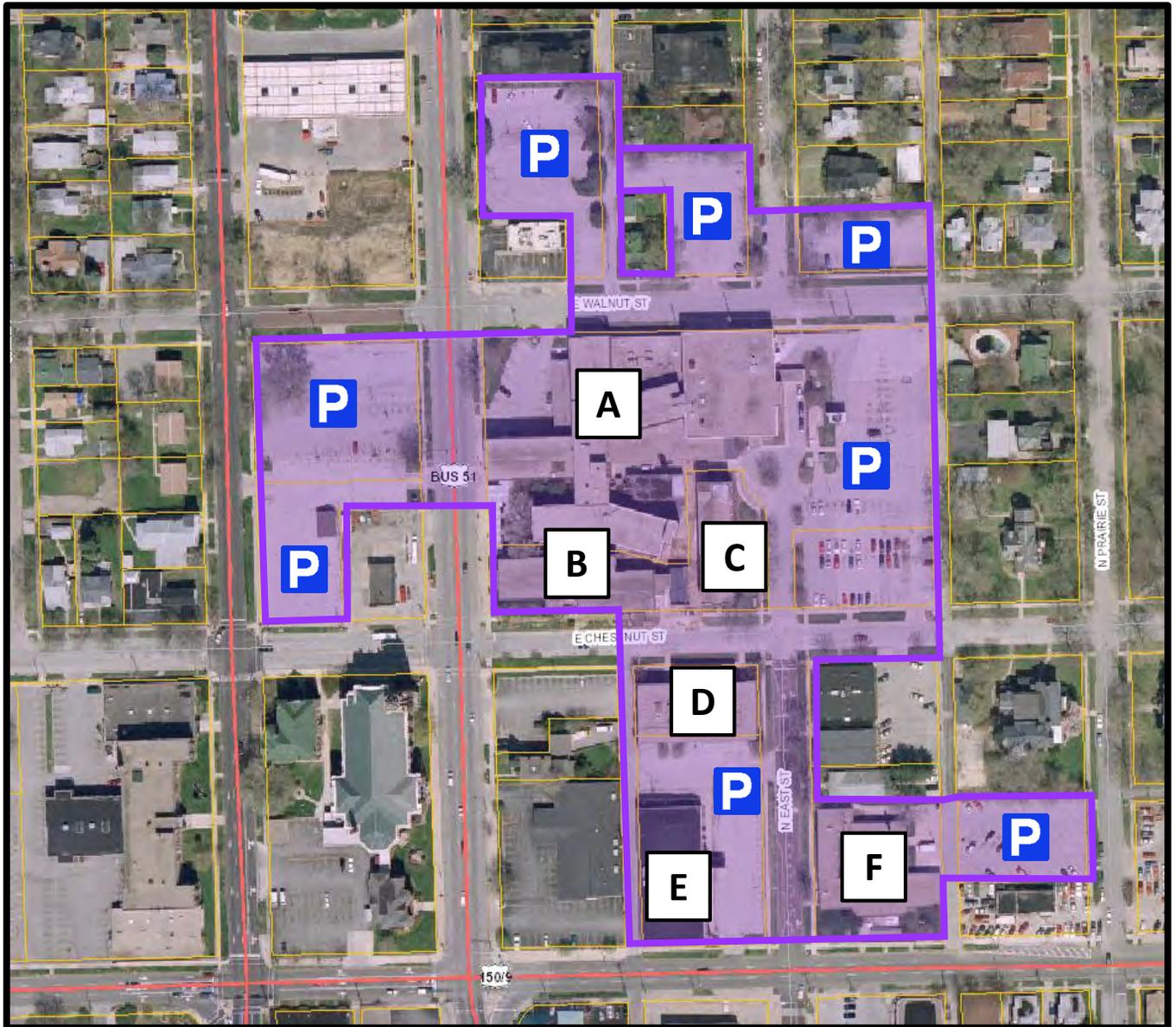
Attachments:

- Map outlining the boundaries of properties previously owned by Mennonite Hospital.
- Tax Increment Financing Eligibility Study for the proposed North Main Street / Chestnut Street Redevelopment Project Area.
- Ordinance authorizing the preparation of a Redevelopment Project Plan with respect to the designation of a certain area as a Tax Increment Financing Redevelopment Project Area (North Main Street / Chestnut Street).

Motion: that an Ordinance authorizing the preparation of a Redevelopment Project Plan with respect to the designation of a certain area as a Tax Increment Financing Redevelopment Project Area (North Main Street / Chestnut Street) be approved and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

Approximate boundaries of the properties previously owned / controlled by Mennonite Hospital / Bromenn Healthcare / Advocate Health & Hospitals Corporation



- A. Mennonite Hospital – 807 N Main St (Demolished 2016)
- B. BroMenn Lifecare Long-Term Care Center – 801 N Main St - (IWU Storage Building)
- C. Troyer Memorial Nurses' Home – 110 E Chestnut (IWU Martin Hall - Vacant)
- D. Physicians Office Building – 107 E Chestnut Street (Creativity Center)
- E. Community Health Center – 702 N East Street (Demolished 2004)
- F. Adult Daycare Center / Counseling & Health Services – 202 E Locust (Church)

Base Map: 2001 – McLean County Regional Planning Commission GIS
Map Created by the City of Bloomington Office of Economic Development

Tax Increment Financing Eligibility Study

.....
North Main Street /Chestnut Street
Redevelopment Project Area
.....

Prepared for

City of Bloomington, Illinois

Prepared by

PGAV PLANNERS

October 26, 2016

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CITY OF BLOOMINGTON, ILLINOIS

MAYOR

Tari Renner

CITY COUNCIL

Kevin Lower, Ward 1
David Sage, Ward 2
Mboka Mwilambwe, Ward 3

Amelia Buragas, Ward 4
Joni Painter, Ward 5
Karen Schmidt, Ward 6

Scott Black, Ward 7
Diana Hauman, Ward 8
Jim Fruin, Ward 9

CITY CLERK

Cherry Lawson

CITY MANAGER

David Hales

DIRECTOR OF PLANNING AND CODE ENFORCEMENT

Tom Dabareiner

ECONOMIC DEVELOPMENT COORDINATOR

Austin Grammer

SPECIAL TIF COUNSEL

Kathleen Field Orr

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SECTION I

INTRODUCTION

On May 16, 2016, the Bloomington City Council passed Ordinance 2016-45 providing for a feasibility study and report with respect to the designation of a portion of the City as a tax increment finance (“TIF”) redevelopment project area pursuant to the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*, the “Act”). A copy of this Ordinance is contained in this report as **Attachment A** in the Appendix. The area being considered for designation as a TIF is generally within an area along the north side of Chestnut Street and bounded on the west by North Center Street, on the east by North Prairie Street, and on the north by Walnut Street. The area is referred to herein as the North Main Street / Chestnut Street Redevelopment Project Area (the “Area”).

The Area contains approximately 11.77 acres, including street and alley rights-of-way (net of rights-of-way, 6.97 acres). There are a total of 10 parcels of real property, of which 9 (90%) have improvements thereon (e.g., buildings, parking areas, etc.). Much of the built environment in this Area suffers from age, physical deterioration, obsolescence, and excessive vacancy. The improvements in public right-of-way suffer from age and physical deterioration. Not all properties have conditions that would cause them to qualify individually under the definitions contained in the Act. However, the area “on the whole” meets the eligibility requirements of the Act.

The City may consider the use of tax increment financing, as well as other economic development tools as available, to facilitate private and public investment within the Area. It is the intent of the City to induce the investment of significant private capital in the Area, which will serve to renovate or redevelop underperforming and obsolete parcels in the Area and ultimately enhance the tax base of the community. Furthermore, in accordance with Section 11-74.4-3(n)(5) of the Act, a housing impact study need not be performed because it’s not anticipated that any redevelopment plan to be prepared for the Area will result in the displacement of ten (10) or more inhabited housing units (there is only one residential unit in the Area).

The Act sets forth the requirements and procedures for establishing a Redevelopment Project Area. A prerequisite to establishing such is that the Area meets the eligibility requirements of the Act. The following sections of this report present an overview of TIF and the findings of eligibility for the Area.

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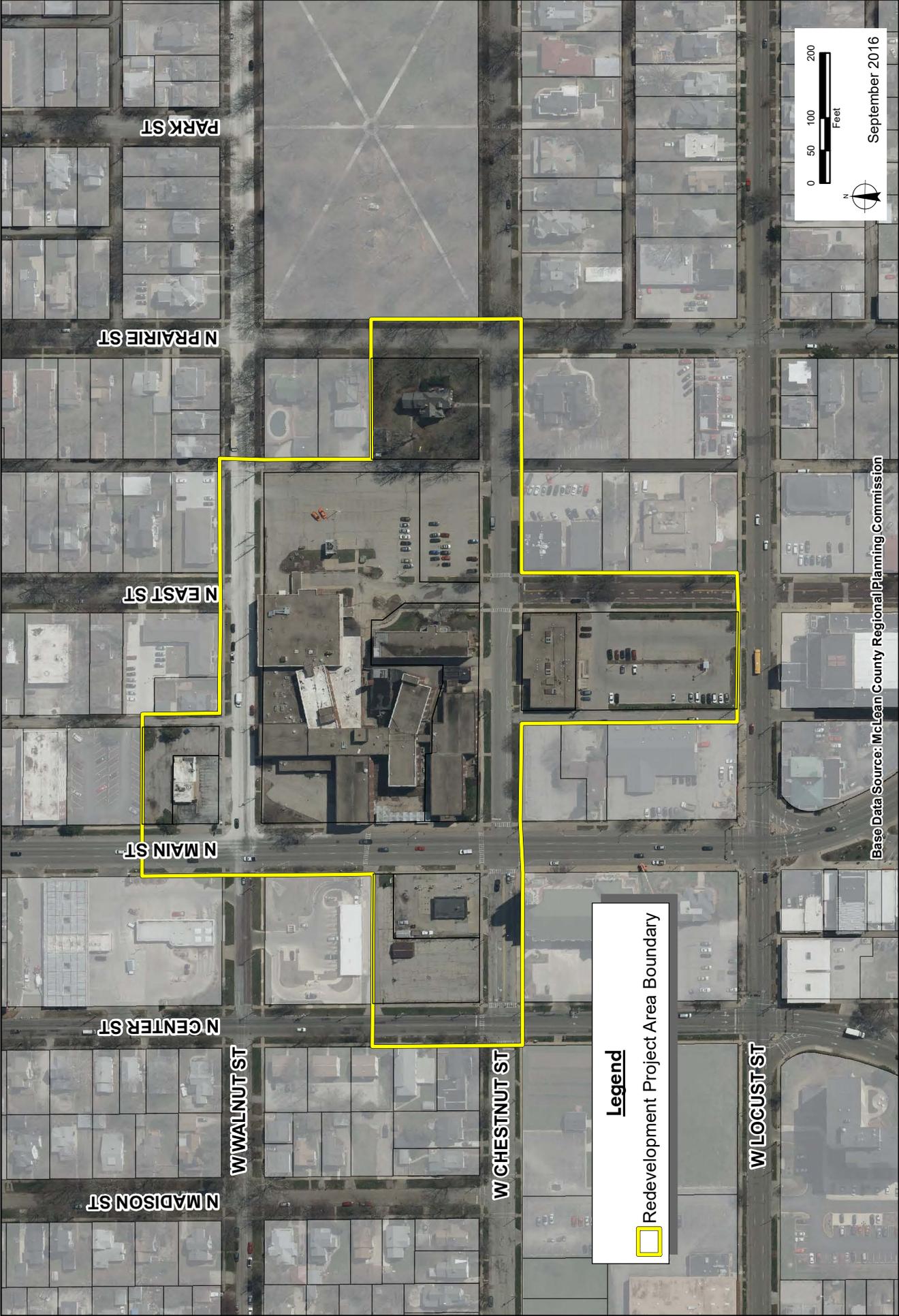


Exhibit A - Redevelopment Project Area Boundary

North Main Street / Chestnut Street Redevelopment Project Area



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SECTION II

STATUTORY BASIS FOR TAX INCREMENT FINANCING AND SUMMARY OF FINDINGS

A. Introduction

Tax increment financing (TIF) is a local funding mechanism created by the "Tax Increment Allocation Redevelopment Act" (the "Act"). The Act is found at 65 ILCS 5/11-74.4-1 *et seq.*

As used, herein, the term Redevelopment Project means any public and private development project in furtherance of the objectives of a Redevelopment Plan. The term Redevelopment Project Area means an area designated by the municipality, which is not less in the aggregate than 1-1/2 acres and in respect to which the municipality has made a finding that there exist conditions that cause the area to be classified as an industrial park conservation area, a blighted area or a conservation area, or a combination of both blighted areas and conservation areas. Redevelopment Plan means the comprehensive program of the municipality for development or redevelopment intended by the payment of Redevelopment Project costs to reduce or eliminate those conditions, the existence of which qualified the Redevelopment Project Area as a "blighted area" or "conservation area" or combination thereof or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the Redevelopment Project Area.

The concept behind the tax increment law is straightforward and allows a municipality to carry out redevelopment activities on a local basis. Redevelopment that occurs in a designated Redevelopment Project Area results in an increase in the equalized assessed valuation ("EAV") of the property and, thus, generates increased real property tax revenues. This increase or "increment" can be used to finance "redevelopment project costs" such as land acquisition, site clearance, building rehabilitation, interest subsidy, construction of public infrastructure, and other Redevelopment Project costs as permitted by the Act.

The Illinois General Assembly made various findings in adopting the Act; among them were:

1. That there exists in many municipalities within the State blighted, conservation and industrial park conservation areas; and
2. That the eradication of blighted areas and the treatment and improvement of conservation areas by Redevelopment Projects are essential to the public interest and welfare.

These findings were made on the basis that the presence of blight, or conditions that lead to blight, is detrimental to the safety, health, welfare and morals of the public.

To ensure that the exercise of these powers is proper and in the public interest, the Act specifies certain requirements that must be met before a municipality can proceed with implementing a Redevelopment Plan. One of these requirements is that the municipality must demonstrate that a Redevelopment Project Area qualifies under the provisions of the Act. With the definitions set forth in the Act, a Redevelopment Project Area may qualify either as a blighted area, a conservation area, or a combination of both blighted area and conservation area, or an industrial park conservation area.

B. Summary of Findings

The following findings and evidentiary documentation are made with respect to the proposed Redevelopment Project Area:

1. The Area, as a whole, meets the statutory requirements as **conservation area** and a **blighted area**. The Area qualifies as a conservation area and a blighted area because of building ages and a presence of certain factors specified in the definition of “conservation area” and “blighted area”. Furthermore, the factors necessary to make these findings exist to a meaningful extent and are distributed throughout the Area.
2. The Area exceeds the statutory minimum size of 1-1/2 acres.
3. The Area contains contiguous parcels of real property.

SECTION III

BASIS FOR ELIGIBILITY OF THE AREA AND FINDINGS

A. Introduction

A Redevelopment Project Area, according to the Act, is that area designated by a municipality in which the finding is made that there exist conditions that cause the area to be classified as a blighted area, conservation area, or combination thereof, or an industrial park conservation area. The criteria and the individual factors defining each of these categories of eligibility are defined in the Act.

This Section documents the relevant statutory requirements and how the subject area meets the eligibility criteria.

B. Statutory Qualifications

The Act defines the factors that must be present in order for an area to qualify for TIF. The following provides the statutory definitions of the qualifying factors relating to a blighted area and a conservation area:

1. Eligibility of a Blighted Area

The Act states that a ***blighted area*** means any improved or vacant area within the boundaries of a Redevelopment Project Area located within the territorial limits of the municipality where:¹

- a. “***If improved***, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area.”

- (1) “Dilapidation: An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.”

¹ Emphasis added with bold or underlined text.

- (2) “Obsolescence: The condition or process of falling into disuse. Structures have become ill-suited for the original use.
- (3) “Deterioration: With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.”
- (4) “Presence of structures below minimum code standards: All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.”
- (5) “Illegal use of individual structures: The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.”
- (6) “Excessive vacancies: The presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.”
- (7) “Lack of ventilation, light, or sanitary facilities: The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refer to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.”
- (8) “Inadequate utilities: Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.”
- (9) “Excessive land coverage and overcrowding of structures and community facilities: The over-intensive use of property and the crowding of buildings and ac-

cessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.”

- (10) “Deleterious land use or layout: The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.”
- (11) “Environmental clean-up: The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.”
- (12) “Lack of community planning: The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area’s development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.”
- (13) “The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three”

(3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.”

- b. “**If vacant**², the sound growth of the Redevelopment Project Area is impaired by a combination of two (2) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:”
- (1) “Obsolete platting of vacant land that results in parcels of limited or narrow size, or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys, or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way, or that omitted easements for public utilities.”
 - (2) “Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.”
 - (3) “Tax and special assessment delinquencies exist, or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.”
 - (4) “Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.”
 - (5) “The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.”
 - (6) “The total equalized assessed value of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3)

² 65 ILCS 5/11-74.4-3 (a) (2)

of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.”

- c. **“If vacant**³, the sound growth of the redevelopment project area is impaired by one of the following factors that (i) is present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) is reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:
- (1) The area consists of one or more unused quarries, mines, or strip mine ponds.
 - (2) The area consists of unused rail yards, rail tracks, or railroad rights-of-way.
 - (3) The area, prior to its designation, is subject to (i) chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding.
 - (4) The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.
 - (5) Prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75 % of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in paragraph (1) of this subsection, the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.
 - (6) The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

2. Eligibility of a Conservation Area

The Act further states that a **conservation area** means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which **50% or more of the structures in the area have an age of 35 years or more**. Such an area is not yet a blighted area, but because of a combination of three (3) or

³ 65 ILCS 5/11-74.4-3 (a) (3)

more of the [13 factors applicable to the improved area] is detrimental to the public safety, health, morals or welfare, and such an area may become a blighted area.” *[Bracketed text replaces “following factors” from the Act.]*

C. Investigation and Analysis of Blighting Factors

In determining whether or not the Area meets the eligibility requirements of the Act, research and field surveys were conducted by way of:

- Contacts with City of Bloomington staff who are knowledgeable of Area conditions, building and zoning violations, and history.
- On-site field examination of conditions within the Area by experienced staff of PGAV.
- Use of definitions contained in the Act.
- Adherence to basic findings of need as established by the Illinois General Assembly in establishing tax increment financing, which became effective January 10, 1977.
- Examination of McLean County real property tax assessment records.

The result and documentation of this effort are summarized below.

D. Analysis of Conditions in the Area

PGAV staff conducted a parcel by parcel survey to document existing conditions in the Area on June 16, 2016. One of the outcomes of this survey was an inventory of existing land uses in the Area, which are illustrated in **Exhibit B - Existing Land Use Map**. This field work was supplemented with information provided by City staff and an analysis of property assessment data from the City of Bloomington Township Assessor’s office. **Exhibit C - Summary of Blighting and Conservation Area Factors** provides a graphic depiction of certain blighting factors that were determined to exist within the Area. **Exhibit D - Existing Conditions** provides a quantitative breakdown of the various factors.

1. Findings on Improved Area

The following presents the findings on the conservation area factors that are present to a meaningful extent within the Area.

- a. Summary of Findings on Age of Structures: Age is a prerequisite factor in determining if all or a portion of the Area qualifies as a "conservation area". As is clearly set forth in the Act, 50% or more of the structures in the redevelopment project area must have an age of 35 years or greater in order to meet this criterion.

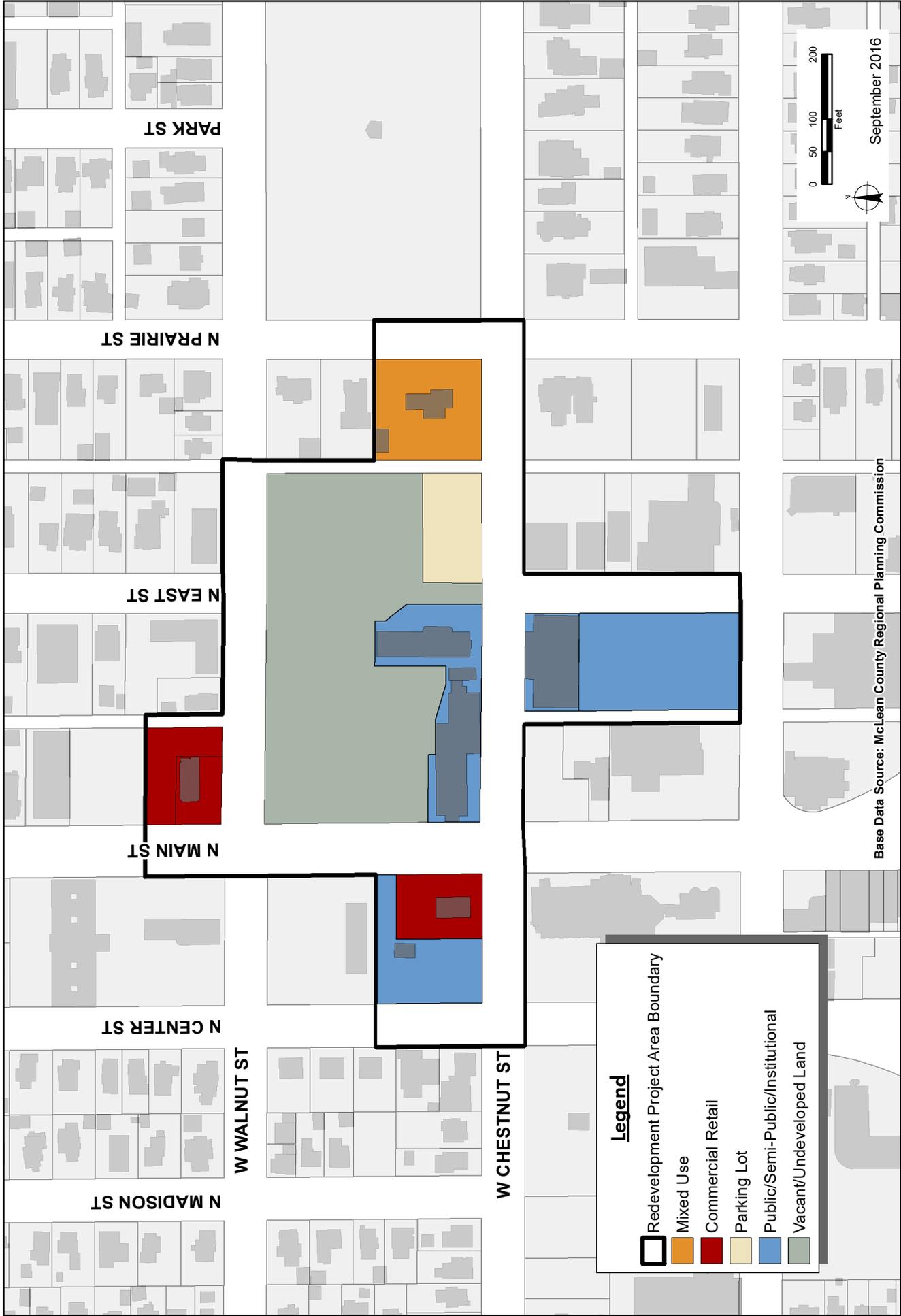
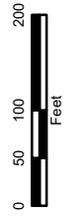


Exhibit B - Existing Land Use

North Main Street / Chestnut Street Redevelopment Project Area



September 2016



Base Data Source: McLean County Regional Planning Commission

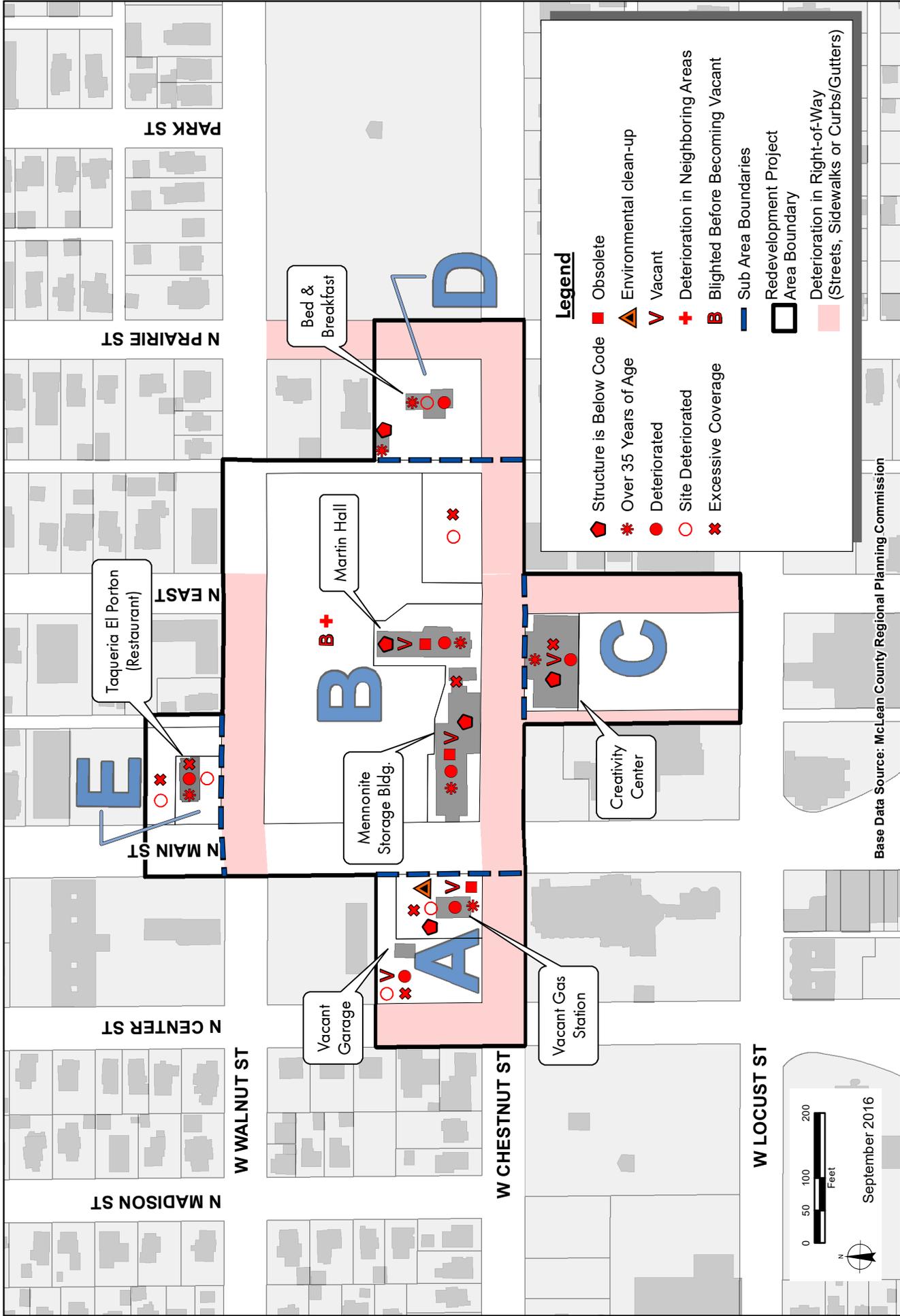
Legend

- Redevelopment Project Area Boundary
- Mixed Use
- Commercial Retail
- Parking Lot
- Public/Semi-Public/Institutional
- Vacant/Undeveloped Land

Exhibit C
SUMMARY OF BLIGHTING AREA FACTORS
 North Main Street / Chestnut Street Redevelopment Project Area
 City of Bloomington, Illinois

	Total	%
No. of improved parcels	9	90%
No. of vacant parcels	1	10%
Total parcels	10	100%
No. of buildings	9	100%
No. of buildings 35 years or older	7	78%
No. housing units	88	
No. housing units occupied	1	
Sub-Area Count	5	
IMPROVED LAND FACTORS:		
No. of deteriorated buildings	6	67%
No. of parcels with site improvements that are deteriorated	6	67%
Deteriorated street and/or sidewalk pavement (by Sub-Area)	5	100%
No. of dilapidated buildings	0	0%
No. of obsolete buildings	3	33%
Building square footage obsolete	55,313	59%
No. of buildings below minimum code standards	5	56%
No. of buildings lacking ventilation, light or sanitation facilities	nd ¹	
No. of building with illegal uses	nd ¹	
Approximate total building square footage	93,437	
Approximate vacant building square footage	71,930	77%
No. of parcels with excessive land coverage or overcrowding of structures	7	78%
Inadequate utilities (by Sub-Area)	nd ¹	
Deleterious land use or layout (by Sub-Area)	nd ¹	
Lack of community planning	nd ¹	
Declining or Sub-par EAV Growth	YES	
VACANT LAND FACTORS:		
Obsolete platting	nd ¹	
Diversity of ownership	nd ¹	
Tax delinquencies	nd ¹	
No. of parcels with deteriorated struct. or site improvements in neighboring areas	1	100%
Environmental clean-up	nd ¹	
Declining or Sub-par EAV Growth	YES	
Blighted Before Becoming Vacant	YES	

¹ Not determined.



Base Data Source: McLean County Regional Planning Commission

Exhibit D - Existing Conditions

North Main Street / Chestnut Street Redevelopment Project Area



Of the 9 buildings in the Area, 7, or 78%, in the Area are over 35 years old. Building ages for the buildings in the Area were obtained from the City of Bloomington Township Assessor's website.⁴ The township's information was cross-referenced with several historical aerial photos contained within the Phase I Environmental Site Assessment completed by the Farnsworth Group in May 2016 when a building's age was not recorded by the township assessor's office.

- b. Summary of Findings on Obsolescence: Three out of the 9 buildings within the Area were found to be obsolete. Overall, approximately 59% of the total building square footage within the Area has fallen into disuse and is ill-suited for the original use. A recent appraisal report prepared by an MAI-certified appraiser supports the claim of obsolescence. Together, two clearly obsolete buildings described in the report make up 57% of the total building square footage in the Area (Mennonite Storage Building and former Martin Hall). The following quotes were taken from the appraisal report prepared on May 16, 2016.
 - i. "In our opinion, there is significant Functional Obsolescence related to the lack of ADA compliant accessibility, the general lack of restrooms, the outdated floorplan, the apparent lack of air conditioning and the lack of a functional heating system, and limited wiring."⁵
 - ii. "Due to the lack of external demand for the reuse of the subject improvements, the functional problems and deferred maintenance, as a whole, are determined to be economically incurable."⁶

The above quotes describe the Mennonite Storage Building located in the southwestern portion of Sub-Area B, as shown in **Exhibit D - Existing Conditions**, and Martin Hall in the south-central portion of Sub-Area B was described in a similar manner. The only additional comment added to the description of Martin Hall's obsolescence was that it lacked an elevator. Based on the professional opinion found within the appraisal report and the fact that the obsolete buildings in Sub-Area B comprise a majority of the building square footage in the Area, the finding of obsolescence is present to a meaningful extent.

⁴ <http://www.wevaluebloomington.org/>

⁵ Finch, Brian A., MAI, and Paul R. Finch. Appraisal Report: Mennonite Storage Building and Martin Hall. Appraisal date May 16, 2016. Prepared for Illinois Wesleyan University. Used with permission of Illinois Wesleyan University.

⁶ Finch, Brian A., MAI, and Paul R. Finch. Appraisal Report: Mennonite Storage Building and Martin Hall. Appraisal date May 16, 2016. Prepared for Illinois Wesleyan University. Used with permission of Illinois Wesleyan University.

- c. Summary of Findings on Deterioration: Deteriorating conditions were recorded on 6 (67%) of the 9 buildings in the Area. A field survey of exterior building conditions in the Area found structures with major defects in the secondary structural components, including windows, doors, gutters, downspouts, masonry and other fascia materials, etc. These deteriorated buildings are scattered throughout the Area. Deteriorated site improvements, such as parking lots and driveways were dispersed throughout the Area. Of the improved parcels, 6 (67%) had deteriorated site improvements. Deteriorated conditions were also found within street rights-of-way. This included deteriorated street pavement, sidewalks and curb and gutters. These conditions within street rights-of-way were found in all of the sub-areas within the Area. **Attachment B** in the Appendix provides photographic evidence of the conditions found on the properties and within the street rights-of-way located within the Area.
- d. Summary of Findings Regarding Structures Below Minimum Code Standards: There are five buildings within the Area that are not in compliance with minimum building code standards pursuant to the International Code Council family of codes 2012 edition and Chapter 44 of the Bloomington City Code (1960) and zoning code, as amended. **Attachment E - Letter from Building Official** and **Attachment F - Letter from City Planner** reference various code violations associated with structures within the Area. The structures that did not meet minimum code standards are marked in **Exhibit D - Existing Conditions Map**. The distribution of code violations throughout the Area is recorded in **Exhibit C - Summary of Blighting Area Factors**.
- e. Summary of Findings Regarding Excessive Vacancies: There is about 93,437 square feet of total building space in the Area and of that amount approximately 71,930 square feet is vacant. This equates to a vacancy rate of 77% which is extremely high. This will have an adverse influence on the properties within the Area and beyond if a plan for redevelopment is not enacted.
- f. Summary of Findings Regarding Excessive Land Coverage and Overcrowding of Structures and Communities Facilities: There is a lack of required off-street parking resulting in excessive land coverage on several parcels within the Area. Bloomington's City Code, Chapter 44, Section 44.7-2, describes the requirements for off-street parking in relation to commercial and institutional uses. The parking lots serving 103 West Chestnut Street, 110 East Chestnut Street, 901 North Main Street, and the parking lot located immediately west of 802 North Main Street exhibits characteristics of excessive land coverage. According to Chapter 44, Section 44.7-2, parking lots with more than nine parking spaces are required to reserve 10% of the total square footage for landscaping. Parking lots of this magnitude or greater are also required to maintain a green

buffer of varying degrees based on the landscaping decisions of the parking lot owner and certain guidelines within Bloomington's City Code. Furthermore, exiting the parking spaces on the parcel at 901 North Main Street is made dangerous by having to back out on to North Main Street and East Walnut Street. It is common practice to require property owners to provide access along well-travelled commercial corridors that is safe for both customers and passersby. Zoning code violations associated with excessive land coverage are documented in **Attachment E and Attachment F**.

- g. Summary of Findings Regarding Environmental Clean-up: The owner of the fueling station located at 802 North Main Street retained GEOCON Professional Services, LLC ("GEOCON") to prepare a Site Investigation Work Plan and Budget to provide to the Illinois Environmental Protection Agency. The purpose of the investigation was to determine the extent of soil and groundwater contamination at 802 North Main Street and the surrounding area due to the presence of leaking underground storage tanks. There are were 5 underground storage tanks on the site that held gasoline and heating oil during the time of the building's use as a fueling station. **Attachment G – Geocon Professional Services for Quinn's Shell (October 18, 2016)** provides more details about contamination on the site.

The plan and budget created by GEOCON was to be used to prepare a Site Investigation Completion Report to obtain approval of a Corrective Action Plan and Budget. One of the soil samples submitted by GEOCON for laboratory testing was found to contain levels of harmful chemical compounds in excess of established soil remediation objectives. It has not been determined at this point in time whether or not the leaked chemicals from the underground storage tanks will have an adverse influence on the development of surrounding properties, including but not limited to the former Electrolux site, but the possibility of added remediation costs has the potential to be an obstacle until the whereabouts of leaked chemicals are documented.

- h. Summary of Findings Regarding Declining or Lagging Rate of Growth of Total Equalized Assessed Valuation: This factor is applicable to the area as a whole. The total equalized assessed valuation (EAV) for the Area has declined for three (3) out of the last five (5) years for a total decline of nearly 70% during this time period. This valuation trend was significantly below the relatively stagnant trend of the balance of the City (up by 0.78%) and significantly below the Consumer Price Index ("CPI") during this same time period (up by 8.70%). **Exhibit E - Comparison of EAV Growth Rates (2010-2015)** shows the declining EAV of the Area and how this trend compares to the balance of the City and the CPI. To confirm whether or not the Area's total EAV was skewed by relatively few properties, the valuation trend was computed for each taxable parcel. **Exhibit F - Annual EAV Change by Parcel (2010-2015)**, illustrates the trend in value for each

taxable parcel of real estate in the Area. This map shows that four (4) of the taxable parcels declined four (4) out of the last five (5) years. One (1) parcel declined two (2) out of the last five (5) years. Five (5) parcels were tax exempt five (5) out of the last five (5) years. Thus, the declining or lagging rate of growth of total EAV is distributed throughout the Area.

Exhibit E
Comparison of EAV Growth Rates (2010-2015)
 North Main Street / Chestnut Street Redevelopment Project Area
 City of Bloomington, Illinois

Tax Year	EAV of Redevelopment Project Area	Balance of City ¹	Area Growth Rate Less Than Balance of City?	CPI ²	Area Growth Rate Less Than CPI?
2010	\$ 2,281,770	\$ 1,796,882,789		218.056	
2011	\$ 2,131,264	\$ 1,798,003,018		224.939	
Annual Percent Change	-6.6%	0.1%	YES	3.2%	YES
2012	\$ 692,279	\$ 1,761,013,086		229.594	
Annual Percent Change	-67.5%	-2.1%	YES	2.1%	YES
2013	\$ 684,735	\$ 1,760,887,068		232.957	
Annual Percent Change	-1.1%	0.0%	YES	1.5%	YES
2014	\$ 687,725	\$ 1,794,787,728		236.736	
Annual Percent Change	0.4%	1.9%	YES	1.6%	YES
2015	\$ 691,202	\$ 1,810,927,156		237.017	
Annual Percent Change	0.5%	0.9%	YES	0.1%	NO

¹ Total City EAV minus EAV of Redevelopment Project Area.

² Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics

2. Findings on Vacant Land

There is one vacant parcel, formerly the site of the Home Care Products division of Electrolux, that constitutes 3 acres of the 6.97 acres of land within the Area, net of street and alley rights-of-way (807 North Main Street). There are two ways to qualify vacant land under the criteria for a blighted area. Under the first method, the land must exhibit two or more factors pursuant to Sub-Section 11-74.4-3 (a) (2). Qualifying factors relevant to this vacant parcel include the deterioration of structures or site improvements in neighboring areas and the total EAV of the proposed Area has declined for three (3) out the last five (5) years. Under the second method, the land must exhibit one or more of the factors pursuant to Sub-Section 11-74.4-3 (a) (3). The qualifying factor relevant to this parcel is that the former Electrolux facility was blighted before becoming vacant and there has not been substantial private investment in the immediate area surrounding that property in recent years.

a. First Qualifying Method - Sub-Section 11-74.4-3 (a) (2):

- (1) Summary of Findings on Deterioration: Structures and site improvements in areas adjacent to the vacant land are deteriorated. The buildings located immediately to the south of the vacant land are deteriorated due to major defects in the secondary structural components, including windows, doors, gutters, downspouts, masonry and other fascia materials, etc. Deteriorated site improvements, such as parking lots and driveways are also located adjacent to the vacant land. Deteriorated conditions were also found within adjacent street rights-of-way. This included deteriorated street pavement, sidewalks and curb and gutters. These findings can be found in **Exhibit D – Existing Conditions** and in the photos contained in **Attachment B** in the Appendix.
- (2) Summary of Findings Regarding Declining or Lagging Rate of Growth of Total Equalized Assessed Valuation: The total equalized assessed valuation (EAV) for the Area has declined for three (3) out of the last five (5) years for a total decline of nearly 70% from 2010-2015. Exhibit F – Annual EAV Change by Parcel (2010-2015), illustrates the trend in value for each taxable parcel of real estate in the Area.

b. Second Qualifying Method - Sub-Section 11-74.4-3 (a) (3):

While this vacant parcel qualifies based on the two factors listed above, it also qualifies as a blighted improved area immediately prior to becoming vacant in accordance with the definition of a blighted area. There has not been substantial private investment in the immediate vicinity of the subject property. The narrative below provides a brief history of the property and the factors that qualify it as a blighted area before becoming vacant.

The former buildings, aptly referred to as a muddled agglomeration of separate buildings and additions formerly occupied by Electrolux, had a history comprised of various uses, owners, and renovations over many decades. The property's first notable user was a sanitarium and hospital during the late 19th and early 20th centuries, and additions were erected over time to accommodate the user's growing operations. Subsequent owners and users, such as the Mennonite Sanitarium Association and BroMenn Long Term Care, saw fit to build additions to accommodate their own needs throughout the middle and late 20th century.

Near the end of the 20th century, the medical departments housed on the subject property moved to a regional care facility in Normal and the complex was later purchased by the Eureka Co. to be used as their research and development location. During the first part of the 21st century, Illinois Wesleyan University acquired part of the complex. Electrolux acquired the Eureka Co. before eventually vacating their portion of the complex in 2011. The complicated history of uses on the site and the various structures built upon it lend credit to a

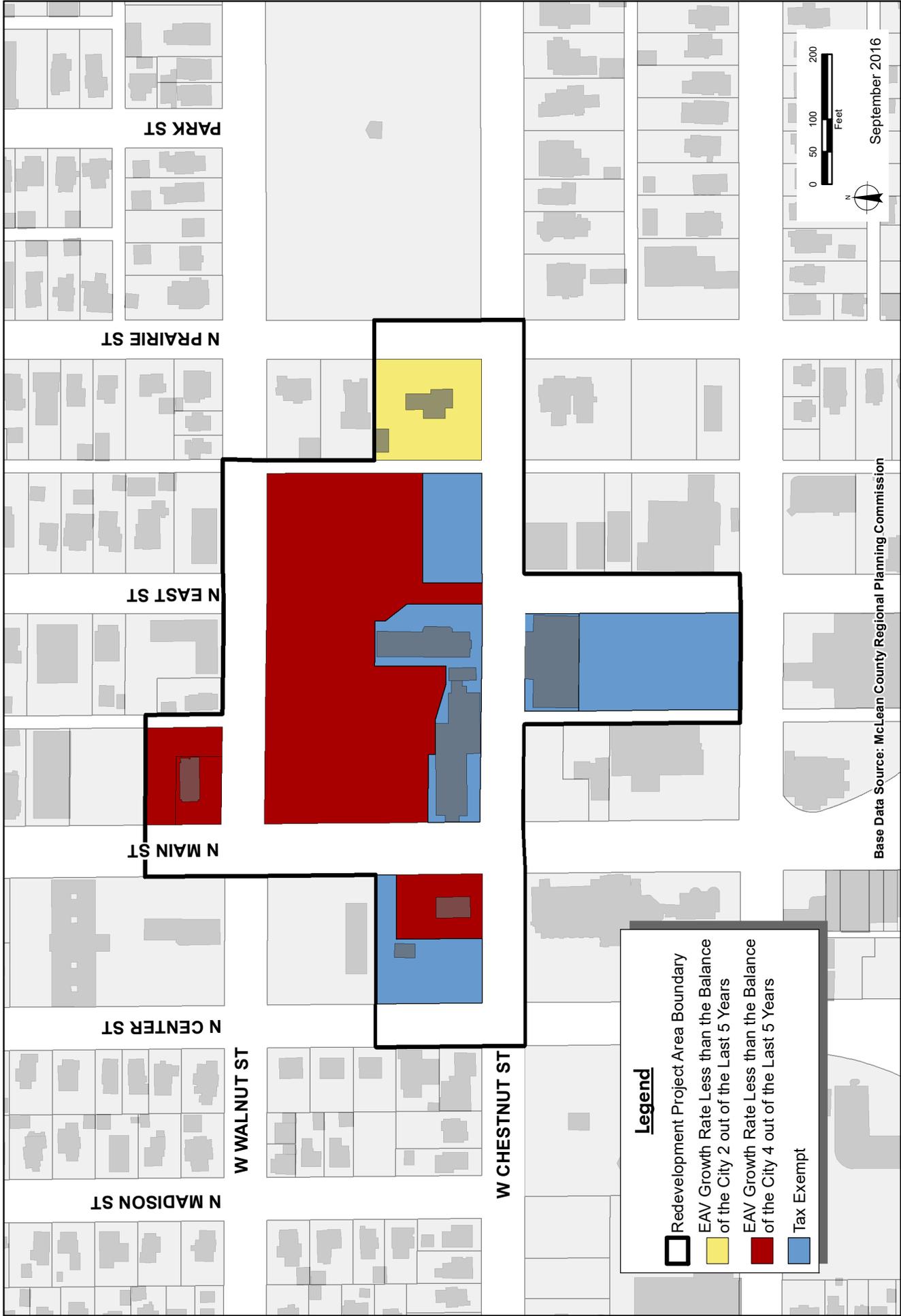


Exhibit F - Annual EAV Change by Parcel (2010-2015)

North Main Street / Chestnut Street Redevelopment Project Area

finding of obsolescence because the market for hospitals, research and development facilities, and office space would not support the renovation of the subject property into a suitable location for a commercial enterprise related to the original use. The following summarizes the blighting factors that were present prior to the property becoming vacant.

- (1) Summary of Findings on Obsolescence: The facilities that housed Electrolux were obsolete because they were ill-suited for the original use of the property. The buildings had outdated floorplans that were economically incurable due to the lack of demand for the renovation of the property as a whole. Market demand for the site was driven by its location and size rather than the quality, utility, and the economic viability of the obsolete buildings that stood on it. Before its demolition, the Electrolux facility was an obsolete improvement accompanied by the obsolete Illinois Wesleyan University buildings to the south and the obsolete fueling station to the west. **Exhibit G – Former Electrolux Facility Building Diagram by Construction Year** documents the obsolete layout of the former Electrolux facility before it was demolished.

Furthermore, the original use of several of the central structures within the former Electrolux facility was as a sanitarium. Sanitaria typically housed medical staff and therapy accommodations that were used to treat a variety of illnesses up until the advent of more advanced modern medicines in the mid-twentieth century. Although there are modern examples of sanitaria that have been adapted for new medical and therapeutic roles, these examples are too few and they do not make up a large enough share of the market for medical real estate to deem the former Electrolux facility a likely candidate for use as a contemporary medical facility.

- (2) Summary of Findings Regarding Excessive Vacancies: Electrolux announced in 2009 that it was going to consolidate its operations into a single location in Charlotte, North Carolina. The company's Home Care Products division vacated its complex at 807 North Main Street in the summer of 2011 and left approximately 156,000 square feet of vacant commercial building space behind. Approximately 180 jobs in the local labor market were lost when Electrolux moved out. The lost jobs and vacant commercial space had an adverse influence on the surrounding areas and overlapping taxing bodies. The vacant space in the Electrolux facility added to an already mounting vacancy issue in the immediate vicinity.
- (3) Summary of Findings Regarding Excessive Land Coverage and Overcrowding of Structures and Communities Facilities: Given the size of the building complex, the parking lot located to the east of the former Electrolux facility did not conform to required off-street parking guidelines imposed by the City of Bloomington on office uses. The minimum amount of parking required for office uses is one parking space

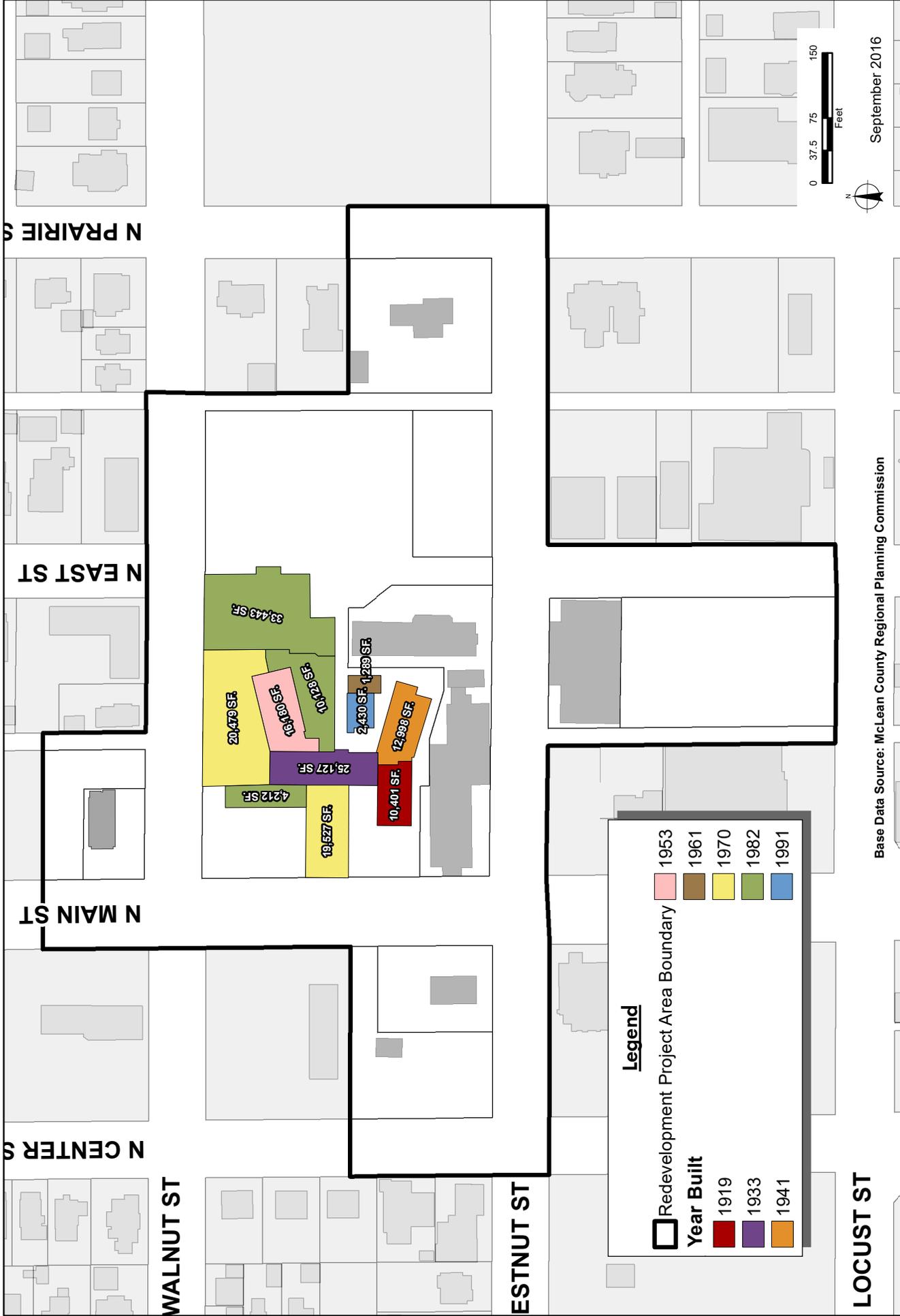


Exhibit G - Former Electrolux Facility Building Diagram by Construction Year

North Main Street / Chestnut Street Redevelopment Project Area



per 200 square feet of gross floor area. According to these standards, the former Electrolux property was required to have approximately 780 parking spaces. Instead, it had about 204 off-street parking spaces, including those located on parking lots on adjoining blocks. These adjoining parking lots have been since repurposed.

Furthermore, parking lots with 9 or more spaces must reserve 10% of the total parking area for landscaping. Finally, parking lots are not permitted to be built out directly to adjoining rights-of-way without a landscape buffer. Thus, the building site coverage plus the parking areas and drives covered more than 90% of the site and still failed to have adequate off-street parking.

- (4) Summary of Findings Regarding Environmental Clean-up: The former Electrolux facility and the adjacent parking lot to the east have a checkered history of environmental issues. Two Leaking Underground Storage Tank (L.U.S.T.) incidents were recorded with the Illinois Environmental Protection Agency and a previous owner received “No Further Remediation” (NFR) letters for these events in 1994 and 1996. In October 2013, an 8,000-gallon Underground Storage Tank (UST) was removed and it was witnessed by the Illinois Office of the State Fire Marshall. According to a Phase I Environmental Site Assessment performed in May 2016 by the Farnsworth Group, all of the UST’s have been removed from the former Electrolux site.

Exhibit H - Former Electrolux Facility Asbestos Contamination shows the level of contamination throughout the former Electrolux facility before demolition began. **Attachment D - Limited Asbestos-Containing Building Materials Inspection**, found in the Appendix, contains a detailed report of the contamination found on site. Before the former Electrolux facility was demolished, a Limited Asbestos-Containing Building Material Inspection was performed in March 2011 by McKee Environmental, Inc. at the request of Kirk Holdings, LLC. All of the buildings in the complex were either assumed to contain asbestos or found to contain asbestos in an amount at or above the level deemed dangerous by the U.S. Environmental Protection Agency. Kirk Holdings, LLC, the owner of the subject property and the company performing the demolition of the Electrolux site, was issued a building permit with a stated cost of \$28,000 to perform the asbestos removal.

- (5) Summary of Findings Regarding Declining or Lagging Rate of Growth of Total Equalized Assessed Valuation: The total equalized assessed valuation (EAV) for the Area has declined for three (3) out of the last five (5) years for a total decline of nearly 70% from 2010-2015. By itself, the former Electrolux site declined four (4) out of the last five (5) years for a total decline of over 70% from 2010-2015.

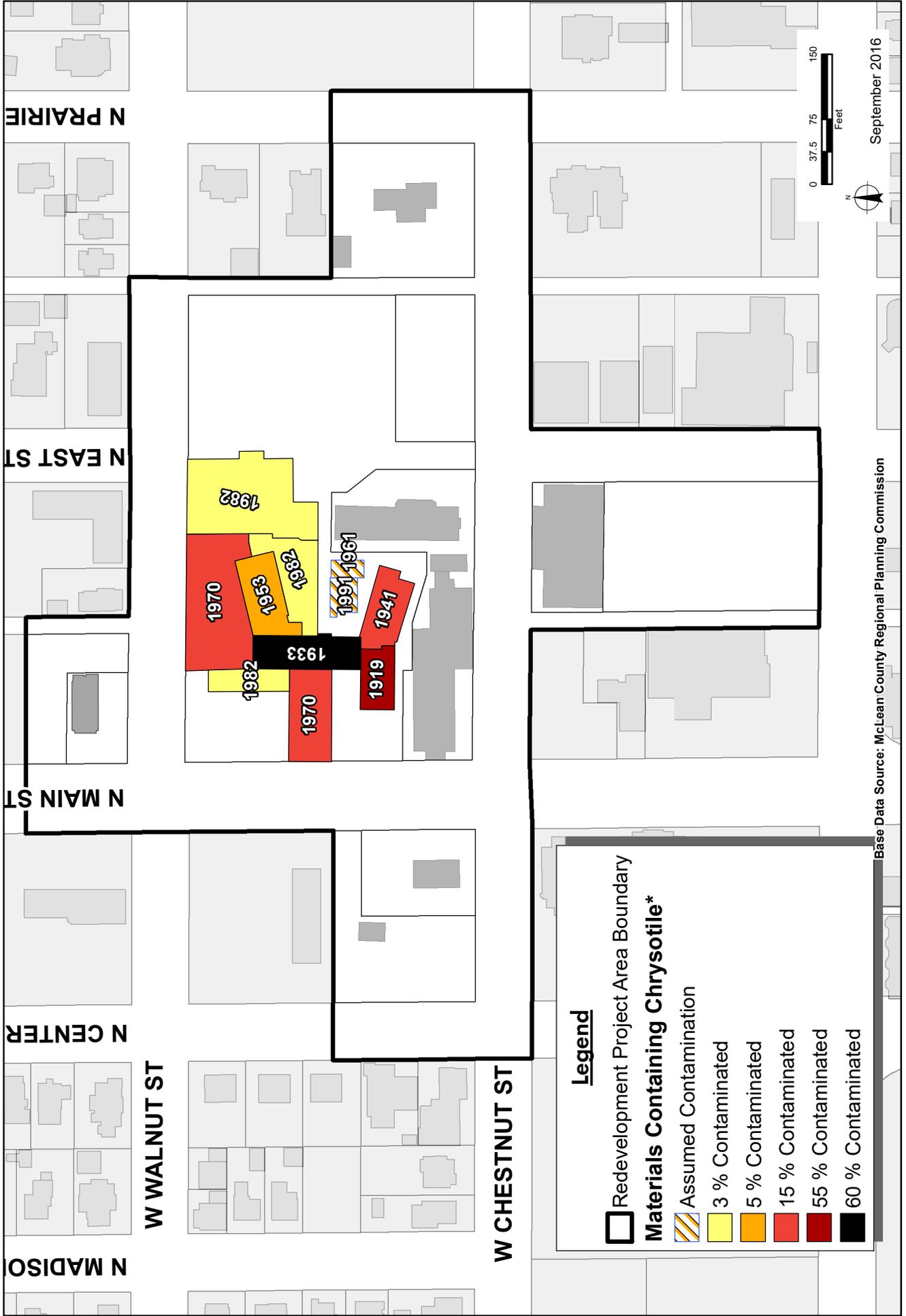


Exhibit H - Former Electroflux Facility Asbestos Contamination

North Main Street / Chestnut Street Redevelopment Project Area

* These percentages represent the amount of Chrysotile found in selected building materials used in the Electroflux facility. In the above map, the building color corresponds with the building materials containing the highest percentage of Chrysotile in each section of the facility.



Within the Area, there has been a lack of significant private investment in the immediate vicinity of the former Electrolux facility resulting in an Area-wide drop in EAV over the last five years, an increase in vacant building space, widespread deferred maintenance on site improvements, and the extensiveness of obsolescence. The aforementioned decline in EAV growth is a sign of the lack of private investment in the Area and the immediate vicinity of the subject property. Additionally, the documented deterioration of site improvements and the predominance of obsolete commercial space in the Area show a lack of interest by the private market participants. Finally, an extremely high vacancy rate of 77% in the Area is a sign that market demand for the remaining buildings within the Area has been very weak.

In the vicinity of the Area, the notable private investment has been a new carwash at North Main Street and East Walnut Street (built 2012), which formerly served as a parking lot for Electrolux. The other private development projects include two small two-story apartment buildings located on the north side of Walnut Street at North East Street. Due to the relatively small size of these developments, they are not considered to be “substantial private investment in the immediate surrounding area.”

Based on the above findings, the vacant former Electrolux parcel qualified as a blighted area before becoming vacant.

E. Summary of Eligibility Factors for the Area

The study found that the Area contains conditions that qualify it as a **conservation area** and a **blighted area**. The following summarizes the existence of the most predominant blighting/conservation factors existing within the Area:

1. Improved Area

Factors under Section 11-74.4-3 (a) (1): Of the 9 buildings located in the Area, 7 (78%) are greater than 35 years old, which exceeds the statutory threshold of 50% (prerequisite for a “conservation area”). The five blighting factors summarized below exceed the minimum of three blighting factors being present in order to qualify as a conservation area under the Act.

- (1) **Deterioration** – 67% of the buildings and 67% of parcel site improvements exhibit signs of deterioration as defined in the Act. Deteriorated conditions were also found within the public right-of-way (including street pavement, sidewalks, curb and gutters).
- (2) **Obsolescence** – 59% of the total building square footage in the Area is obsolete and ill-suited for the original use.
- (3) **Excessive Vacancies** – 77% of the total building space in the Area was found to be vacant during the field survey, which is relatively high.

- (4) **Excessive land coverage** – 67% of the parcels in the Area exhibit characteristics of excessive land coverage.
- (5) **Sub-par EAV trends** – The total EAV in the Area declined three (3) out of the last five (5) years.

By virtue of the five blighting factors being present to a meaningful extent and distributed throughout the improved portion of the Area, said improved Area qualifies as a blighted area.

2. Vacant Area

Factors under Section 11-74.4-3 (a) (2):

- (1) **Deterioration** – structures and site improvements in areas adjacent to the vacant land are deteriorated.
- (2) **Sub-par EAV trends** – the total EAV in the Area declined three (3) out of the last five (5) years.

Factors under Section 11-74.4-3 (a) (3):

- (1) **Blighted before becoming vacant** – The former Electrolux facility was blighted before becoming vacant and being demolished.

By virtue of the above findings, the vacant portion of the Area qualifies as a blighted area as the definition thereof is applied to vacant land.

This study finds that the Area contains conditions that qualify it as both a **conservation area** and a **blighted area**, as these terms are defined in the Act. The qualifying conditions that exist in the Area are detrimental to the Area, as a whole, and the long-term interests of the taxing districts.

Therefore, it is concluded that public intervention is necessary because of the conditions documented herein and the lack of private investment, on the whole, within in the Area. The City Council should review this analysis and, if satisfied with the findings contained herein, proceed with the adoption of these findings in conjunction with the adoption of a Redevelopment Plan and establishment of the Redevelopment Project Area, pursuant to the Act. Once in place, the goal will be to use TIF to incent private investment that will ultimately improve property values over the long term.

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APPENDIX

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ATTACHMENT A

City of Bloomington Ordinance No. 2016-45

North Main & Chestnut Redevelopment Project Area

Ordinance No. 2016-45

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
PROVIDING FOR A FEASIBILITY STUDY WITH RESPECT TO THE DESIGNATION
OF A CERTAIN AREA AS A TAX INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA**

(North Main Street / Chestnut Street)

WHEREAS, the City of Bloomington, McLean County, Illinois (the “*City*”), is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the Illinois Municipal Code, as from time to time supplemented and amended; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (the “*TIF Act*”), the Mayor and City Council of the City (the “*Corporate Authorities*”) are empowered to undertake the development or redevelopment of a designated area within the municipal boundaries of the City in which existing conditions permit such area to be classified as a “blighted area” and / or “conservation area” as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, the legislative purpose of the TIF Act is to encourage development through the use of incremental tax revenues derived from an increase in assessed values in the eligible areas by assisting with development or redevelopment project costs, thereby eliminating adverse and detrimental conditions that erode the tax base both within an eligible area and adjacent to such area; and,

WHEREAS, the Corporate Authorities desire to conduct a feasibility study of certain properties within the corporate boundaries of the City in order to determine the eligibility of said properties as a “redevelopment project area” pursuant to the provisions of the TIF Act, which properties are generally within an area along the north side of Chestnut Street, and bounded on

the west by North Center Street, on the east by the north-south alley that runs parallel to North Prairie Street, and on the north by Walnut Street, (the “Area”) as shown on the map attached hereto and made a part hereof by reference as Exhibit A; and,

WHEREAS, the Corporate Authorities have determined that Peckham Guyton Albers & Viets possess the necessary skills and experience to determine if the Area qualifies as a “redevelopment project area” under the TIF Act and to prepare a redevelopment plan and desires to authorize Peckham Guyton Albers & Viets to undertake a feasibility study and to prepare such reports as required with respect to the eligibility of the Area as a tax increment financing redevelopment project area.

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

Section 1. The foregoing recitals are incorporated and made a part of this Ordinance as if fully set forth in this Section.

Section 2. The City Manager is directed to authorize Peckham Guyton Albers & Viets to undertake a feasibility study to determine the eligibility of the Area as a “redevelopment project area” under the TIF Act; and, to prepare a report with respect to the eligibility of the Area under the Act. The City Manager is further authorized to execute and deliver any and all documents as deemed necessary to accomplish said tasks.

Section 3. The purpose of the report is to allow the City to consider adoption of the TIF Act in order to enhance its tax base as well as the tax base for any other taxing district that has jurisdiction, provide new job opportunities for its residents, attract sound and stable commercial growth, and improve the general welfare and prosperity of the community. Pursuant to the TIF Act, once the City adopts tax increment financing, all real estate tax revenue attributable to any

increase in the assessment of property included in the redevelopment project area is distributed to the City for reinvestment in the respective Area for certain purposes permitted by the TIF Act.

Section 4. The City hereby agrees to reimburse itself for the costs incurred in connection with all studies and reports for the Area in the event the TIF Act is adopted by the City and incremental real estate taxes are available for payment of such costs pursuant to the TIF Act.

Section 5. The Corporate Authorities may consider paying for certain redevelopment project costs, as defined by the TIF Act, from incremental real estate taxes in the Special Tax Allocation Fund, as defined by the TIF Act, established for the Area through the issuance of bonds, in the event the TIF Act is adopted. Such redevelopment project costs may include costs of studies, surveys, plans, architectural and engineering services, acquisition of land, rehabilitation of existing buildings, construction of public works, bond issuance costs, and such other items as permitted by the TIF Act.

Section 6. The City Clerk shall cause copies of this Ordinance to be mailed by certified mail or delivered by messenger to all taxing districts that would be affected by such designation in accordance with the provisions of Section 11-74.4-4.1 of the TIF Act, and that the municipal officer who can be contacted for any and all questions, comments, suggestions, or requests for information be directed to:

Austin Grammer
Economic Development Coordinator
City of Bloomington
115 East Washington Street, Suite 201
Bloomington, IL 61702-3157
Office: 309-434-2226

Section 7. This Ordinance shall be in full force and effect from and after its passage and approval.

ADOPTED this 16th day of May 2016, pursuant to a roll call vote as follows:

AYES: 7

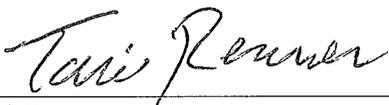
NAYS: 2 (Alderman Lower, Buragas)

ABSENT: 0

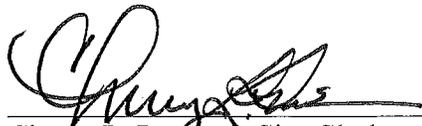
APPROVED by me this 16th day of May, 2016.

CITY OF BLOOMINGTON

ATTEST



Tari Renner, Mayor



Cherry L. Lawson, City Clerk

EXHIBIT A

Map of North Main Street / Chestnut Street Study Area

ATTACHMENT B

Existing Conditions Photos

PHOTOGRAPHS OF EXISTING CONDITIONS

Bloomington, Illinois

North Main Street / Chestnut Street Redevelopment Project Area

On June 16th, 2016 PGAV PLANNERS staff conducted a field review of the properties and improvements located inside the North Main Street / Chestnut Street Redevelopment Project Area (the "Area"). The following pages contain a series of photographs taken during this site visit, which PGAV PLANNERS believes to be representative of the conditions of the Area.

804 North East Street (Former Martin Hall)

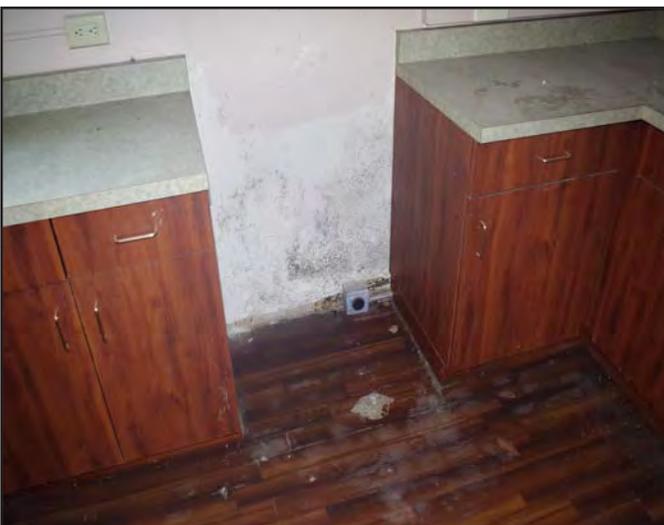
This section contains pictures of interior and exterior conditions found at 804 North East Street.



The former dormitory on 804 North East Street is vacant.



The asphalt pavement on North East Street, located on the 804 North East Street property, has disintegrated exposing the old brick street surface.



Mold growing on the wall inside of the former dormitory.



Standing water on the vacated North East Street right-of-way.

PHOTOGRAPHS OF EXISTING CONDITIONS

North Main Street / Chestnut Street Redevelopment Project Area

Bloomington, Illinois

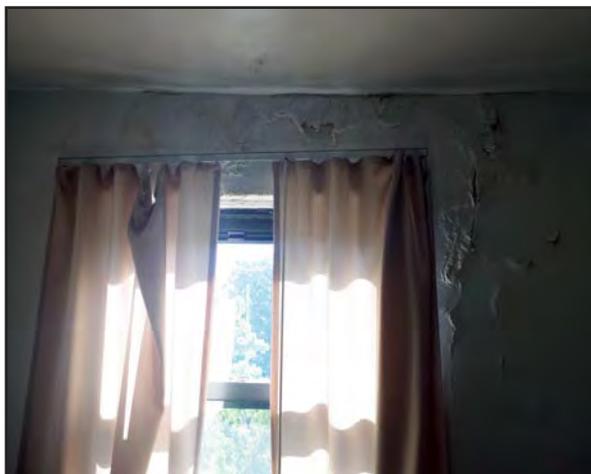
804 North East Street (Former Martin Hall) (cont'd)



Left & Right:
Water damaged
ceiling tiles on the
interior of the
former dormitory.



Left & Right:
Water damage to
the interior walls
on the vacant
dormitory.



Left: Water
damage around
a window inside
of the vacant
dormitory

Right: Mold
growing on an
interior wall,
above the drop
down ceiling.



PHOTOGRAPHS OF EXISTING CONDITIONS

Bloomington, Illinois

North Main Street / Chestnut Street Redevelopment Project Area

807 North Main Street (Former Mennonite Storage Building)

This section contains pictures of interior and exterior conditions found at 807 North Main Street.



Left: Water damage and mold growth on an interior wall in the vacant hospital.



Right: Water damaged and collapsed ceiling tiles in the vacant hospital building.



Left: Vegetation coming through a window of the former hospital building.



Right: Water damaged and collapsed ceiling tiles in the vacant hospital.



Left: Mold growth on an interior wall in the vacant hospital building.



Right: Water damaged and collapsed ceiling tiles in the vacant hospital.

PHOTOGRAPHS OF EXISTING CONDITIONS

North Main Street / Chestnut Street Redevelopment Project Area

Bloomington, Illinois

807 North Main Street (Former Mennonite Storage Building) (cont'd)



Left: Water running down the wall of the vacant hospital building has rusted the ceiling staining the wall.



Right: A window appears to be broken by vandals to gain access to the inside of the building.



Left & Right: The plaster walls in the vacant hospital have water damage.



Left: The plaster covering the perimeter columns, of this interior room, is crumbling due to excessive water damage.

PHOTOGRAPHS OF EXISTING CONDITIONS

Bloomington, Illinois

North Main Street / Chestnut Street Redevelopment Project Area

802 North Main Street (Former Shell)

This section contains pictures of interior and exterior conditions found at 802 North Main Street.



Left: The former Shell station located at 802 North Main Street is vacant.



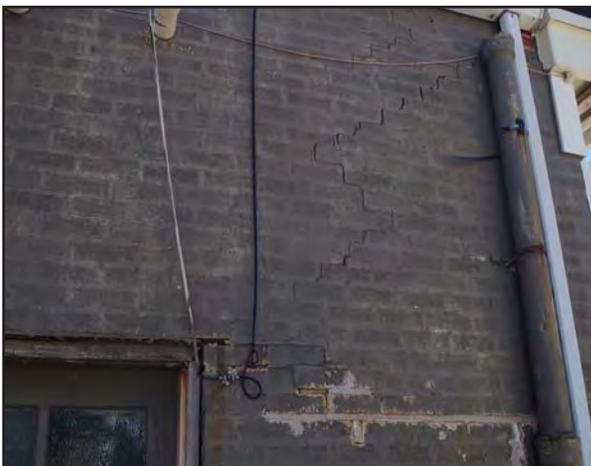
Right: The parking lot at 802 North Main Street covers the entire lot and abuts a deteriorated public sidewalk.



Left: The asphalt and concrete parking surface at 802 North Main Street is deteriorated.



Right: The lighting standards for 802 North Main Street are rusted and lying on the ground.



Left: Step cracking on the exterior walls of the former Shell building.



Right: The rear door of the former Shell is rotted and deteriorated.

PHOTOGRAPHS OF EXISTING CONDITIONS

North Main Street / Chestnut Street Redevelopment Project Area

Bloomington, Illinois

802 North Main Street (Former Shell) (cont'd)



Left: Step cracking and shifting of the concrete blocks on the interior wall of the former Shell.



Right: A vertical crack in the masonry wall in the office of the former Shell.



Left & Right: Water damage to the ceiling of the former Shell building.



Left: Step cracking and shifting of the concrete blocks on the interior wall of the former Shell.



Right: The windows frames of the former Shell are rotted.

PHOTOGRAPHS OF EXISTING CONDITIONS

Bloomington, Illinois

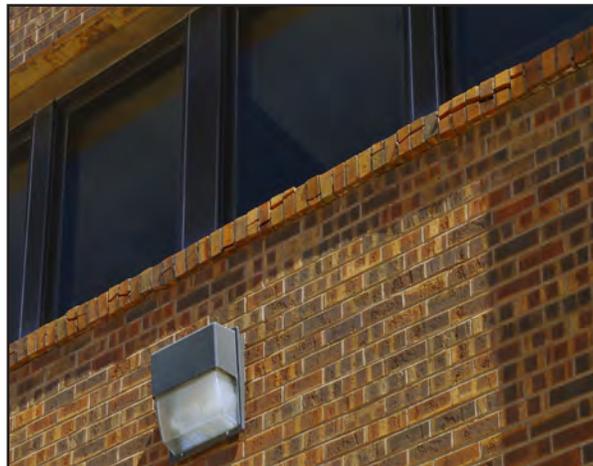
North Main Street / Chestnut Street Redevelopment Project Area

107 East Chestnut Street (Creativity Center)

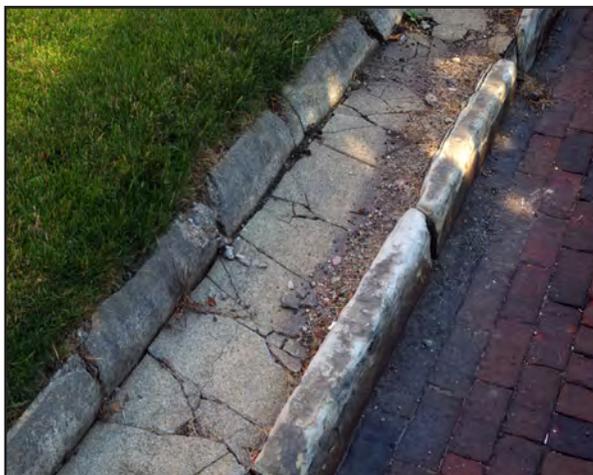
This section contains pictures of interior and exterior conditions found at 107 East Chestnut Street.



Left: The Bloomington Creativity Center is over 50% vacant.



Right: Sheer cracking in the exterior brick sills of the Creativity Center.



Left: A deteriorated drainage channel along North East Street.



Right: Moisture inside of the glass door of the Creativity Center, indicating the seals have failed.



Left: Water damaged and collapsed ceiling tiles at the Creativity Center.



Right: Water stained drywall, due to a roof leak, in the Creativity Center.

PHOTOGRAPHS OF EXISTING CONDITIONS

North Main Street / Chestnut Street Redevelopment Project Area

Bloomington, Illinois

107 East Chestnut Street (Creativity Center) (cont'd)



Left: Moisture in a window, due to failed seals, in the Creativity Center.



Right: Water damage around the elevator in the Creativity Center.



Left: Water damaged and collapsed ceiling tiles in the Creativity Center.



Right: The HVAC system on the Creativity Center is rusted and two of the three units are inoperable.



Left: Water running down the wall of the Creativity Center rusted the ceiling structure and stained the wall.



Right: Water damaged ceiling tiles inside of the Creativity Center.

PHOTOGRAPHS OF EXISTING CONDITIONS

Bloomington, Illinois

North Main Street / Chestnut Street Redevelopment Project Area

103 West Chestnut Street (Illinois Wesleyan Parking Lot)

This section contains pictures of exterior conditions found at 103 West Chestnut Street.



Left: Cracking in the asphalt parking lot located at 103 West Chestnut Street.



Right: A pothole, containing standing water, located at 103 West Chestnut Street.



Left: The curb stops for 103 West Chestnut Street are deteriorated, exposing their steel reinforcing bars.



Right: A dislodged curb stop located at 103 West Chestnut Street.

208 East Chestnut Street

This section contains pictures of exterior conditions found at 208 East Chestnut Street.



Left & Right: Cracking in the asphalt parking surface at 208 East Chestnut Street.

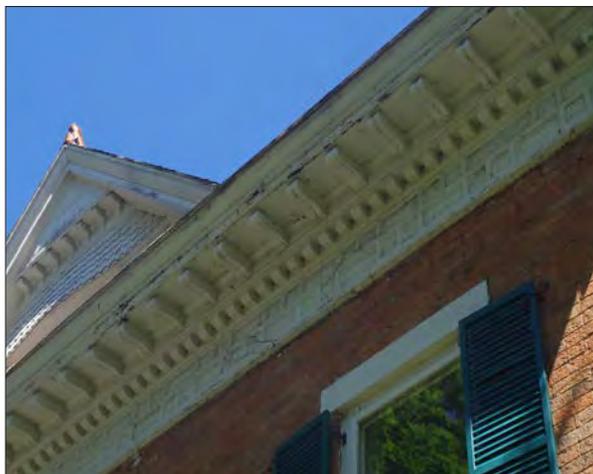


PHOTOGRAPHS OF EXISTING CONDITIONS

North Main Street / Chestnut Street Redevelopment Project Area

210 East Chestnut Street (Burr House)

This section contains pictures of interior and exterior conditions found at 210 East Chestnut Street.



Left: The soffit and fascia on the Burr House are deteriorated.



Right: Cracking on the interior plaster wall of the Burr House.



Right: The slate roof on the Burr House is deteriorated and the flashing is rusted.

Parking Lot and Right-of-Way Conditions

This section contains pictures of parking lots and right-of-ways found throughout the area.



Left: The pavement on West Chestnut is cracked and deteriorated. (Between North Main and North East Streets)



Right: The street pavement along West Chestnut, and the apron entering 802 North Main Street, are deteriorated.

PHOTOGRAPHS OF EXISTING CONDITIONS

Bloomington, Illinois

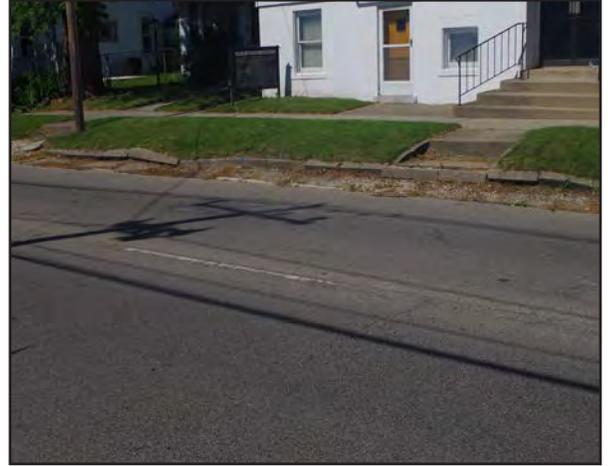
North Main Street / Chestnut Street Redevelopment Project Area

Parking Lot and Right-of-Way Conditions (cont'd)

This section contains pictures of exterior conditions found at 103 West Chestnut Street.



Left: Deteriorated street pavement along West Chestnut. (West of North Main Street)



Right: The curbs along the west side of North Center Street are severely deteriorated.



Left: The paving at the intersection of North Main Street and West Chestnut Streets has alligator cracking.



Right: The alley just west of 103 West Chestnut Street is deteriorated.



Left: The edge of the pavement along West Walnut Street is deteriorated. (Between North Main Street and North East Street)



Right: The sidewalk along West Walnut Street is severely deteriorated. (Between North Main Street and North East Street)

ATTACHMENT C

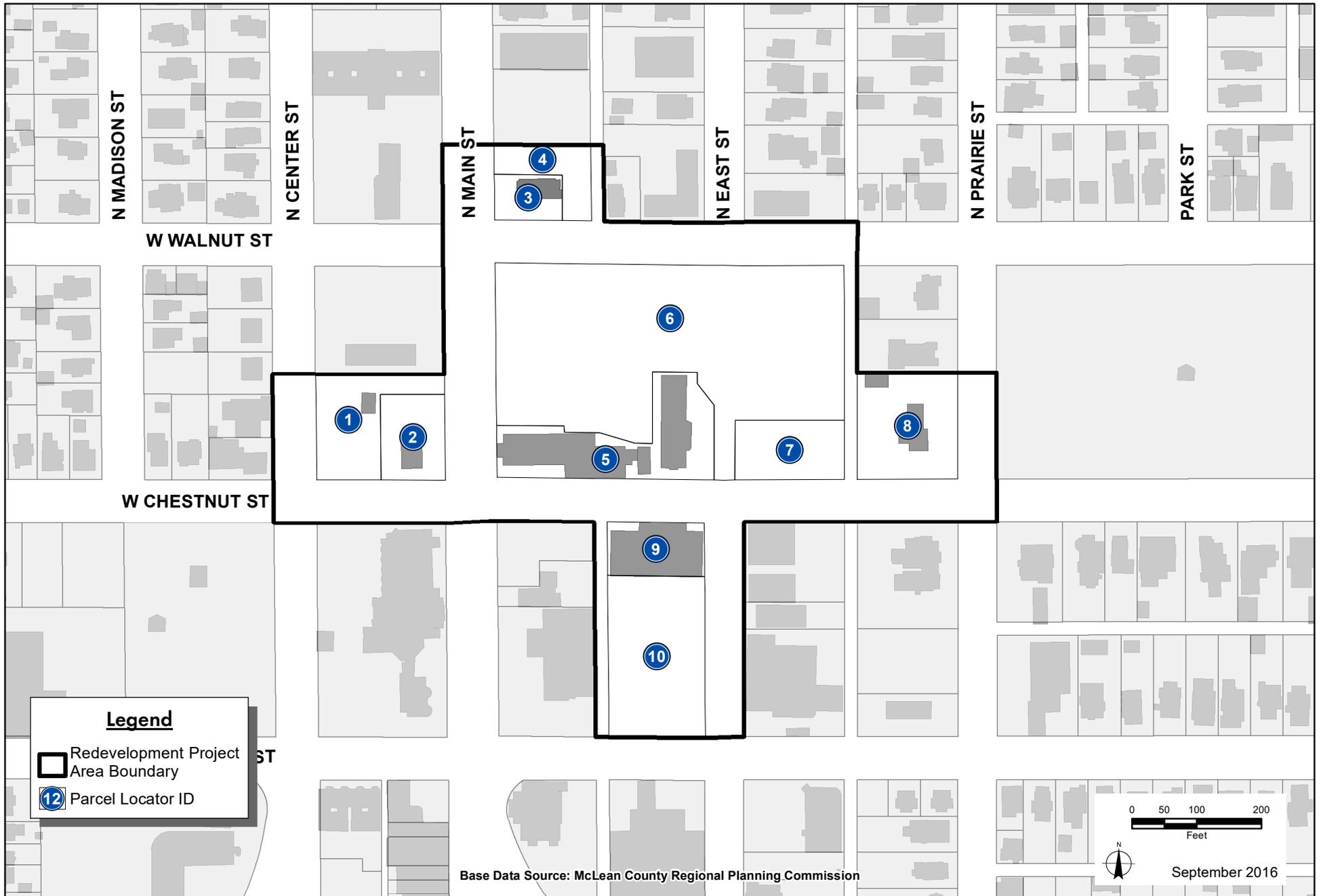
Parcel Identification Numbers, Property Owners & 2015 EAV

Property Identification Number (PIN) List & 2015 EAV

North Main Street / Chestnut Street Redevelopment Project Area

City of Bloomington, Illinois

Locator No.	Parcel ID No. (PIN)	Property Owner	2015
1	21-04-132-013	Illinois Wesleyan University	\$ -
2	21-04-132-010	Elmo J Quinn	\$ 56,142
3	21-04-129-014	Home Investments II LLC	\$ 57,675
4	21-04-129-023	Candlelight Apartments LLC	\$ 28,062
5	21-04-133-010	Illinois Wesleyan University	\$ -
6	21-04-133-009	3 Kirk Holdings LLC	\$ 443,191
7	21-04-205-014	Illinois Wesleyan University	\$ -
8	21-04-205-012	Brady-Rhodes, Mary Ann	\$ 106,132
9	21-04-137-000	City of Bloomington	\$ -
9	21-04-137-001	City of Bloomington	\$ -
9	21-04-137-002	City of Bloomington	\$ -
9	21-04-137-003	City of Bloomington	\$ -
9	21-04-137-004	City of Bloomington	\$ -
9	21-04-137-005	City of Bloomington	\$ -
9	21-04-137-006	City of Bloomington	\$ -
9	21-04-137-008	City of Bloomington	\$ -
9	21-04-137-009	City of Bloomington	\$ -
9	21-04-137-010	City of Bloomington	\$ -
9	21-04-137-011	City of Bloomington	\$ -
10	21-04-136-013	City of Bloomington	\$ -
TOTAL			\$691,202



Parcel Locator

North Main Street / Chestnut Street Redevelopment Project Area

ATTACHMENT D

**March 2011, Limited Asbestos-Containing
Building Materials Inspection**

DRAFT

Scanned

JAN 24 2012

PACE Department

**LIMITED ASBESTOS-CONTAINING
BUILDING MATERIAL
INSPECTION**

Prepared for:

Kirk Holdings, LLC

Bloomington, Illinois 61701

At:

**Electrolux
Electrolux Campus
807 N. Main
Bloomington, Illinois**

Prepared by:

**McKEE ENVIRONMENTAL, INC.
430 Grimm Road
Congerville, Illinois
(309) 965-2934**

MEI Project No.. 11-5464 L

March, 2011

Asbestos-containing Building Material Inspection
Kirk Holdings
Electrolux Campus
Bloomington, IL
March, 2011

1.0 INTRODUCTION

1.1 Inspection Objectives and Scope

Kirk Holdings retained McKee Environmental, Inc. (MEI) to perform a limited asbestos inspection of Electrolux Campus Wings* located at 807 N. Main, Bloomington, Illinois. The purpose of the limited asbestos inspection was to identify homogeneous areas (HA) of suspect asbestos-containing building materials (ACBM) that were readily accessible within the interior portion of the buildings, collect limited bulk samples of suspect ACBM, analyze bulk material samples with Polarized Light Microscopy (PLM), and provide a summary report with estimated quantities of laboratory reported ACBM and listing of assumed ACM or presumed ACM (PACM). MEI conducted the limited asbestos inspection of the various buildings (wings) March, 2011. As you are aware, the building is currently in use and therefore certain locations and materials (i.e., inaccessible areas, exteriors, mechanical chases, intact systems- roofing, certain floorings, and equipment, etc.) were excluded from the scope of work. See Tables 1 through 8 for the Limited Asbestos Inspection Summary of Results for the Various Building Wings.

The U.S. Environmental Protection Agency (USEPA) National Emissions Standard for Hazardous Air Pollutants (NESHAP) require that facilities be inspected and bulk sampled for the presence of asbestos-containing building materials (ACBM) prior to renovation or demolition. NESHAP requires notification of EPA at least 10 working days before beginning any renovation or demolition activities, which would result in the disturbance of more than 160 square feet or 260 linear feet of regulated asbestos-containing material. The Asbestos NESHAP also require that certain actions be taken to limit the potential for the emissions of asbestos fibers into the environment during renovation or demolition activities (i.e., removing specific types of asbestos-containing building materials before beginning renovation or demolition, etc.).

1.2 General

The USEPA Asbestos NESHAP regulation requires the removal of Regulated Asbestos-Containing Materials (RACM) from a facility prior to renovation or demolition if the quantity of RACM which will be disturbed by renovation or demolition at the facility exceeds 260 linear or 160 square feet. The USEPA definition of a facility includes a building or group of buildings, which are to be renovated or demolished as part of a project.

The Illinois Environmental Protection Agency (IEPA) administers and enforces the provisions of the USEPA NESHAP regulations in the State of Illinois.

The Illinois Department of Public Health (IDPH) also regulates asbestos removal in Public and Commercial Buildings. Certain actions, including training, licensing, notification, fees and clearance air monitoring are required for removal or disturbance (response actions) of greater than or equal to 3 square feet or 3 linear feet of friable asbestos containing building material (ACBM) in Commercial and Public Buildings.

Generally, damaged friable ACM not part of a renovation or demolition activity is either removed, repaired, encapsulated, encased, enclosed, or otherwise abated as a hazard to human health. Removal of undamaged ACM may also be appropriate when performed in conjunction with major building renovations or demolitions, which will necessarily damage or disturb ACM.

* Building Wings included the limited asbestos survey were as follows: 1919 Wing, 1933 Wing, 1941 Wing, 1953 Wing, 1970 Wings, 1982 wings, Old Boiler Room (1941 & 1961).

Asbestos-containing Building Material Inspection
Kirk Holdings
Electrolux Campus
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March, 2011

When ACM is present, an operation and maintenance (O & M) program is often implemented to comply with OSHA regulation and to reduce the potential for uncontrolled and/or unintentional disturbance of or damage to ACM. The principal objective of an O & M program is to minimize exposure of all building occupants to airborne asbestos fibers. Asbestos is a known human carcinogen. O & M programs typically include provisions for monitoring all ACM present, work practices to maintain the ACM in good condition, training requirements, and procedures for responding to any uncontrolled or unintentional disturbance or damage to ACM.

In determining appropriate response actions, the protection of human health and the environment is the first and foremost criterion. Local circumstances, including occupancy and use patterns within a building, and economic concerns, such as short and long-term costs, may be considered in selecting one of the several appropriate response actions.

1.3 Definition of Terms

“Accessible” when referring to ACBM means that material is subject to disturbance by building occupants or custodial or maintenance personnel in the course of their normal activities.

“Asbestos” means the asbestiform varieties of chrysotile (serpentine), crocidolite (riebeckite), amosite (cummingtonite/grunerite), anthophyllite, tremolite, and actinolite.

“Asbestos-Containing Building Material” (ACBM) means surfacing ACBM, thermal system insulation ACBM, or miscellaneous ACBM that is found in or on interior structural members or other parts of a building.

“Asbestos-Containing Material” (ACM) means any material containing more than 1% of asbestos of any type or mixture of types.

“Category I non-friable ACM” means asbestos-containing packing, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos.

“Category II non-friable ACM” means any material, excluding Category I non-friable ACM, containing more than 1- percent asbestos that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

“Friable” means that the material, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously non-friable material after such previously non-friable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.

“Homogeneous Area” means an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture.

“Miscellaneous material” means interior building material on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation.

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“Non-accessible” when referring to ACBM means that the material is not subject to disturbance by building occupants or custodial or maintenance personnel in the course of their normal duties.

“Non-friable” means material which, when dry, may not be crumbled, pulverized, or reduced to powder by hand pressure.

“Presumed asbestos-containing material (PACM) means thermal system insulation and surfacing material found in buildings, vessels, and vessel sections constructed no later than 1980.

“Regulated asbestos-containing material (RACM) means (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACBM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by NESHAP

“Removal” means the taking out or stripping of ACBM.

“Surfacing material” means material that is sprayed-on, trowled-on, or otherwise applied to surfaces, such as acoustical plaster on ceiling and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

“Thermal system insulation” means material applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes.

2.0 METHODS AND TECHNIQUES

2.1 Inspection

Brad McKee, CIH and IDPH licensed asbestos building inspector, performed the limited asbestos inspection for suspect ACBMs of the accessible interior portions of the Electrolux Campus Wings located at 807 N. Main, Bloomington, Illinois. As you are aware, the buildings are currently in use and therefore certain locations and materials (i.e., inaccessible areas, exteriors, mechanical chases, intact systems- roofing, certain floorings, and equipment, etc.) were excluded from the scope of work. The inspector collected bulk samples in a manner to minimize fiber release and submitted the samples for laboratory determination of asbestos content. To initially screen for asbestos content, 297 bulk material samples were collected to date and submitted for analysis to EMSL Analytical, Inc., a NVLAP accredited laboratory, who reported analysis of 366 PLM layers.

2.2 Sampling

The inspector, in a manner to minimize the release of asbestos fibers in the air, collected limited samples of accessible suspect ACBM(s). The inspector determined the number of samples for each homogeneous area of friable suspect material. The samples were collected on the basis of providing a general assessment of possible ACBMs, not as part of a comprehensive sampling procedure.

Asbestos-containing Building Material Inspection
Kirk Holdings
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2.3 Sample Analysis

The inspector submitted the collected samples to EMSL Analytical, Inc. for polarized light microscopy (PLM) analysis. Current protocol requires that a minimum of three samples of each homogeneous area of friable material be collected and submitted to a laboratory (additional samples may be recommended for certain surfacing material, i.e., plasters, fireproofing, etc. that may have been mixed on site instead of manufactured in a more controlled environment). To classify a material as non-ACM, the results of the (three) samples of the homogeneous area must be negative or "none-detected" for asbestos content * However, only one positive ACM sample result for a homogeneous area is required to classify the material as an ACBM.

The analyst reportedly first examined each sample for layers(s), homogeneity and preliminary fiber identification using a stereo microscope at low magnification. After separating the individual components, the analyst removed suspect fibers from the bulk sample layer(s) and analyzed the fibers by polarized light microscopy using dispersion staining technique, as set forth in EPA Method 600/R-93/116.

The analyst based a positive determination of asbestos fibers on the following properties: morphology, refractive indices, extinction characteristics, birefringence, color and pleochroism.

McKee Environmental, Inc., determined the material of a given homogeneous area to be ACBM based on a lab finding that a single sample collected from the material resulted asbestos fibers in an amount greater than one percent (1%). MEI considered a material not to be ACBM, for preliminary purposes only (see note below), if the lab results of the samples collected and analyzed from the material showed asbestos minerals in amounts less than one percent (1%).

* NOTE: McKee Environmental Inc. recommends having representative samples of homogeneous areas analyzed by Transmission Electron Microscopy (TEM) methods for those samples analyzed by PLM that result in asbestos minerals in amounts of greater than zero percent (0%) "none detected" and less than or equal to ten percent (10%). TEM analytical methods should also be utilized for Homogeneous Areas that contain organic binders (i.e., floor tiles, roofing, adhesives, etc.) and were initially determined negative (none detected) by PLM methods for asbestos content.

3.0 INSPECTION RESULTS

McKee Environmental, Inc., initially inspected the referenced various building wings March 4-16, 2011. Tables 1 through 8, Limited Asbestos Inspection Summary of Results, summarizes each homogeneous area identified and/or sampled, whether the homogeneous area has been determined to be an asbestos-containing material, the location and material description of each homogeneous area and approximate quantity of laboratory verified ACBM.

Appendix A contains Bulk Asbestos Sample Evaluation Report.

The following abbreviations may appear in the table:

ACM = The building material has been determined to contain greater than 1% asbestos by Polarized Light Microscopy

Assumed ACM = The building material was not sampled and should be treated as an asbestos-containing material until sampling and subsequent analysis determines the material to be non-ACM.

Asbestos-containing Building Material Inspection
Kirk Holdings
Electrolux Campus
Bloomington, IL
March, 2011

PACM = The thermal system insulation or surfacing material was presumed to be asbestos-containing and should be treated as an asbestos-containing material until sampling and subsequent analysis determines the material to be non-ACM.

Trace ACM = The building material has been determined to have less than 1% asbestos. The polarized light microscopy (PLM) point counting technique or TEM analysis should be conducted for a more accurate determination of asbestos content. Moreover, additional samples of the material may be necessary to obtain and further analyze.

None Detected = The result of the sample submitted for laboratory analysis was determined not to contain asbestos by Polarized Light Microscopy according to the laboratory. Additional sampling & analyses may be required to meet EPA NESHAP and Illinois Department of Public Health (IDPH) requirements for the material to be determined a non-asbestos-containing material.

**TABLE 1:
LIMITED ASBESTOS INSPECTION SUMMARY OF RESULTS-
Electrolux Campus: Drywall & Joint Compound (throughout)
March, 2011**

Homogeneous Area	Sample Number	Material Description	Material Location	Approx. Accessible Quantity *	Lab Reported Asbestos Result
No # Assigned	Not Sampled	Ceramic tile mortar base, Vinyl Stair Treads, Cover& adhesives	Restroom/shower walls/floors; Stairs & landings		Assumed ACM
No # Assigned	Not Sampled	Fire Brick, Refractory, Interior Insulation	Boiler Interiors		PACM
No # Assigned	Not Sampled	Vibration Dampers	HVAC Equipment/Ductwork		PACM
No # Assigned	Not Sampled	Gaskets & Packings(s)	Valves, Boilers, Exhaust, Mechanical equipment, etc.		PACM
No # Assigned	Not Sampled	Fire Doors & Misc. Insulations	Doors (interiors); Interior Walls		PACM
No # Assigned	Not Sampled	Roofing, Flashing & Exterior Materials	Roof; Foundation & Exteriors		Assumed ACM
No # Assigned	Not Sampled	Caulking, Glazing Putty, Adhesives, Flooring Fillers, exterior overhang	Penetrations, Windows, Doors, Vents, Mech. Systems, Misc. materials & exterior overhangs		Assumed ACM
MDA	MDA 1-3	Drywall & Joint Compound	1919 Wing (pre-Electrolux)		None Detected
MDB	MDB 1-3	Drywall & Joint Compound	1941 Wing (pre-Electrolux)		None Detected
MDC	MDC 1-3	Drywall & Joint Compound	1941 Wing (E-renovated, 1 st Floor)		None Detected
MDD	MDD 1-3	Drywall & Joint Compound	1919 Wing (E-renovated); 1 st & 2 nd Fl.		None Detected
MDE	MDE 1-3	Drywall & Joint Compound	1933 Wing (E-renovated)		None Detected
MDF	MDF 1-3	Drywall & Joint Compound	1970 W. Wing (E-renovated)		None Detected
MDG	MDG 1-3	Drywall & Joint Compound	1970 N. Wing		None Detected
MDH	MDH 1-3	Drywall & Joint Compound	1953 Wing (E-renovated)		None Detected
MDI	MDI 1-3	Drywall & Joint Compound	1982 W. Wing		None Detected
MDJ	MDJ 1-3	Drywall & Joint Compound	1982 E. Wing		None Detected
MDK	MDK 1-3	Drywall & Joint Compound	Old Boiler Room; 1 st Fl. (1941 & 1961)		None Detected

Note: Contractors should verify all field conditions and quantities prior to bidding. Before materials noted as PACM, *Assumed ACM* or other unidentified suspect asbestos-containing materials are disturbed by renovation, demolition, or maintenance activities, the materials must be sampled (by qualified personnel) and analyzed for asbestos content. The materials should be assumed to contain asbestos. Such materials should be handled appropriately by properly trained and qualified personnel in a manner to protect themselves, building occupants, and the environment.

NOTE: McKee Environmental Inc. recommends having representative samples of homogeneous areas analyzed by Transmission Electron Microscopy (TEM) methods for those samples analyzed by PLM that resulted in asbestos minerals in amounts of greater than zero percent (0%) "none detected" and less than or equal to ten percent (10%). TEM analytical methods should also be utilized for Homogeneous Areas that contain organic binders (i.e., floor tiles, adhesives, roofing, etc.) and were initially determined negative (none detected) by PLM methods for asbestos content.

* Quantities of readily accessible ACBM & may not include materials where inaccessible (above ceilings, below floors, behind walls, etc.).

**TABLE 2:
LIMITED ASBESTOS INSPECTION SUMMARY OF RESULTS-
Electrolux Campus: 1919 Wing
March, 2011**

Homogeneous Area	Sample Number	Material Description	Material Location	Approx. Accessible Quantity *	Lab Reported Asbestos Result
TPA	TPA-1	Air Cell Pipe and Fitting Insulation	3 rd floor above plaster ceilings and interior wall or chases?	TBV	ACM (55% Chrysotile)
TPB	TPB 1-3	Layered Paper Pipe Insulation and Fittings	Ground Fl and 2 nd floor	TBV	ACM (15% Chrysotile)
MFC	MFC 1-3	Linoleum (brown jigsaw)	Stairs and landings	TBV	ACM (5% chrysotile)
MFH	MFH 1-3	Sheet Vinyl (green Terrazzo-like)	Ground Floor, Hall	~ 105 SF	ACM (10% chrysotile)
No # Assigned	Not Sampled	Mortar Base and adhesive materials	Below ceramic/quarry tiles on walls and floors		Assumed ACM
No # Assigned	Not Sampled	Vibration Dampers	HVAC Equipment/Ductwork		PACM
No # Assigned	Not Sampled	Gaskets & Packing(s)	Valves, Boilers, Exhaust, Mechanical equipment, etc.		PACM
No # Assigned	Not Sampled	Fire Doors & Misc. Insulations	Doors (interiors); Interior Walls		PACM
No # Assigned	Not Sampled	Roofing, Flashing & Exterior Materials	Roof, Foundation & Exteriors		Assumed ACM
No # Assigned	Not Sampled	Caulking, Glazing Putty, Adhesives, Flooring Fillers, exterior overhang	Penetrations, Windows, Doors, Vents, Mech. Systems, Misc. materials & exterior overhangs		Assumed ACM
SPA	SPA 1-3	Hard plaster	Walls & Ceilings		None Detected
MCA	MCA 1-3	2x4 ceiling tile (narrow fissures & pinholes)	Restrooms		None Detected
MCB	MCB 1-3	2x4 Ceiling tile (wide fissures & pinholes)	Storage closets		None Detected
MCC	MCC 1-3	2 x 4 Ceiling tile (smooth gypsum)	2 nd Fl. storage		None Detected
MCD	MCD 1-3	2 x 2 Ceiling tile (black/white recessed)	2 nd fl hall & 1 st floor ("Innosphere")		None Detected
MCE	MCE 1-3	2 x 2 Ceiling tile (gouges & pinholes)	Gr. floor and 1 st floor		None Detected
MCF	MCF 1-3	2 x 4 Ceiling tile (gouges & pinholes)	Gr. floor		None Detected
MFA	MFA 1-3	Sheet vinyl (gray pebbled)	Room 300; 2 nd fl. storage		None Detected
MFB	MFB 1-3	Terrazzo (green/black)	Throughout		None Detected
MFD	MFD 1-3	12x12 floor tile (brown, small squares); mastic	2 nd fl. storage		None Detected
MFE	MFE 1-3	Sheet vinyl (brown/white terrazzo-like)	2 nd fl. storage rooms		None Detected
MFF	MFF 1-3	12x12 floor tile (white w/ gray chips); mastic	Ground floor		None Detected
MFG	MFG 1-3	Sheet vinyl (brown, slip-resistant)	Ground floor		None Detected
MMA	MMA 1-3	Mortar base; ceramic flooring	2 nd fl. storage		None Detected
MMB	MMB 1-3	Fiber board walls	Stairwell		None Detected
MMC	MMC 1-3	Carpet Adhesive	Throughout		None Detected
MMD	MMD 1-3	Adhesive; Ceramic Wall tile	Rm. 305; 2 nd fl. storage		None Detected
MME	MME 1-3	Mortar base; ceramic tile floors (1" & octagon)	Rooms 303, 304, 305, 306		None Detected

Note: Contractors should verify all field conditions and quantities prior to bidding. Before materials noted as PACM, Assumed ACM or other unidentified suspect asbestos-containing materials are disturbed by renovation, demolition, or maintenance activities, the materials must be sampled (by qualified personnel) and analyzed for asbestos content. The materials should be assumed to contain asbestos. Such materials should be handled appropriately by properly trained and qualified personnel in a manner to protect themselves, building occupants, and the environment.

NOTE: McKee Environmental Inc. recommends having representative samples of homogeneous areas analyzed by Transmission Electron Microscopy (TEM) methods for those samples analyzed by PLM that resulted in asbestos minerals in amounts of greater than zero percent (0%) "none detected" and less than or equal to ten percent (10%). TEM analytical methods should also be utilized for Homogeneous Areas that contain organic binders (i.e., floor tiles, adhesives, roofing, etc.) and were initially determined negative (none detected) by PLM methods for asbestos content.

* Quantities of readily accessible ACBM & may not include materials where inaccessible (above ceilings, below floors, behind walls, etc.).

**TABLE 3:
LIMITED ASBESTOS INSPECTION SUMMARY OF RESULTS-
Electrolux Campus: 1933 Wing
March, 2011**

Homogeneous Area	Sample Number	Material Description	Material Location	Approx. Accessible Quantity *	Lab Reported Asbestos Result
TPA	TPA-1	Air Cell pipe insulation	Gr. Floor -- Hall, Labs & B002	TBD ~200 LF ??	ACM (60 % Chrysotile)
TPB	TPB 1-3	Layered paper pipe & fitting insulation	Attic space (roof access)	TBD ~500 LF ??	ACM (5 % Chrysotile)
MFC	MFC 1-3	Sheet Vinyl (Tan; terrazzo-like)	B107	~ SF	ACM (20 % Chrysotile)
MFF	MFF 1-3	12x12 Floor tile (Tan); Mastic	Gr. Floor; B002d	~ SF	ACM (3 % & 7% Chrysotile)
No # Assigned	Not Sampled	Mortar Base and adhesive materials	Below ceramic/quarry tiles on walls and floors		Assumed ACM
No # Assigned	Not Sampled	Vibration Dampers	HVAC Equipment/Ductwork		PACM
No # Assigned	Not Sampled	Gaskets & Packing(s)	Valves, Boilers, Exhaust, Mechanical equipment, etc.		PACM
No # Assigned	Not Sampled	Fire Doors & Misc. Insulations	Doors (interiors); Interior Walls		PACM
No # Assigned	Not Sampled	Roofing, Flashing & Exterior Materials	Roof; Foundation & Exteriors		Assumed ACM
No # Assigned	Not Sampled	Caulking, Glazing Putty, Adhesives, Flooring Fillers, exterior overhang	Penetrations, Windows, Doors, Vents, Mech. Systems, Misc. materials & exterior overhangs		Assumed ACM
SPA	SPA 1-3	Hard Plaster	Throughout		None Detected
SPB	SPB 1-3	Textured Plaster	1 st floor hall		None Detected
MFA	MFA 1-2	Sheet vinyl (Tan/green pebbled)	204; 206; 207		None Detected
MPB	MPB 1-3	Sheet flooring (gray/tan rubber)	B202		None Detected
MFD	MFD 1-2	Linoleum (black/tan checkerboard)	1 st fl. pipe chase		None Detected
MFE	MFE 1-3	Terrazzo (green & gray w/ black)	B002e, stairwells, 1 st fl. pipe chase		None Detected
MCA	MCA 1-3	2x4 ceiling tile (fissures & pinholes)	B003		None Detected
MCB	MCB 1-3	1x1 ceiling tile (Texture; tongue/groove)	B107		None Detected
MCC	MCC 1-3	2x2 ceiling tile (gouges & pinholes)	Renovation areas throughout		None Detected
MCD	MCD 1-3	2x4 ceiling tile (gouges & pinholes)	Basement		None Detected
MCE	MCE 1-3	1x1 ceiling tile (sym. Holes; spline)	3 rd fl. Hall by women's RR		None Detected
MMA	MMA 1-3	Carpet Mastic	Throughout		None Detected
MMB	MMB 1-3	Adhesive; for ceiling tile	B002 performance test lab		None Detected

Note: Contractors should verify all field conditions and quantities prior to bidding. Before materials noted as PACM, Assumed ACM or other unidentified suspect asbestos-containing materials are disturbed by renovation, demolition, or maintenance activities, the materials must be sampled (by qualified personnel) and analyzed for asbestos content. The materials should be assumed to contain asbestos. Such materials should be handled appropriately by properly trained and qualified personnel in a manner to protect themselves, building occupants, and the environment.

NOTE: McKee Environmental Inc. recommends having representative samples of homogeneous areas analyzed by Transmission Electron Microscopy (TEM) methods for those samples analyzed by PLM that resulted in asbestos minerals in amounts of greater than zero percent (0%) "none detected" and less than or equal to ten percent (10%). TEM analytical methods should also be utilized for Homogeneous Areas that contain organic binders (i.e., floor tiles, adhesives, roofing, etc.) and were initially determined negative (none detected) by PLM methods for asbestos content.

* Quantities of readily accessible ACBM & may not include materials where inaccessible (above ceilings, below floors, behind walls, etc.).

**TABLE 4:
LIMITED ASBESTOS INSPECTION SUMMARY OF RESULTS-
Electrolux Campus: 1941 Wing
March, 2011**

Homogeneous Area	Sample Number	Material Description	Material Location	Approx. Accessible Quantity *	Lab Reported Asbestos Result
MFA	MFA 1-3	Sheet Vinyl (tan w/ small rectangles) & mastic	3 rd Fl. Room 314-323	TBD	ACM (15 % Chrysotile)
MFF	MFF 1-3	Sheet Vinyl (tan/white small pebbles) Mastic #	Gr. Fl Paint Room & Field Eng. Room	TBD	ACM # (< 1% Chrysotile)
No # Assigned	Not Sampled	Mortar Base and adhesive materials	Below ceramic/quarry tiles on walls and floors		Assumed ACM
No # Assigned	Not Sampled	Vibration Dampers	HVAC Equipment/Ductwork		PACM
No # Assigned	Not Sampled	Gaskets & Packag(e)s	Valves, Boilers, Exhaust, Mechanical equipment, etc.		PACM
No # Assigned	Not Sampled	Fire Doors & Misc. Insulations	Doors (interiors); Interior Walls		PACM
No # Assigned	Not Sampled	Roofing, Flashing & Exterior Materials	Roof; Foundation & Exteriors		Assumed ACM
No # Assigned	Not Sampled	Caulking, Glazing Putty, Adhesives, Flooring Fillers, exterior overhang	Penetrations, Windows, Doors, Vents, Mech. Systems, Misc. materials & exterior overhangs		Assumed ACM
SPA	SPA 1-3	Hard Plaster	Walls and Ceilings		None Detected
MFB	MFB 1-3	Terrazzo (green/black border & gray/black center)	3 rd floor		None Detected
MFC	MFC 1-3	Sheet vinyl (brown/white terrazzo-like)	2 nd Fl. restrooms & 201, 209		None Detected
MFD	MFD 1-3	Sheet vinyl (gray/white terrazzo-like)	Room 206		None Detected
MFE	MFE 1-3	12x12 floor tile (gray/white chips)	Gr. Fl. and 1 st Fl.		None Detected
MCA	MCA 1-3	2x4 ceiling tile (fissures & pinholes)	Gr. Fl. and 3 rd Fl.		None Detected
MCB	MCB 1-3	1x1 ceiling tile (symmetrical holes)	3 rd Fl. Hall		None Detected
MCC	MCC 1-3	2x2 Ceiling tile (rough Texture)	2 nd Fl. throughout		None Detected
MCD	MCD 1-3	2x4 ceiling tile (gouges & pinholes)	Gr. Fl. & 1 st Fl. shop		None Detected
MCE	MCE 1-3	2x2 ceiling tile (recessed gouges & pinholes)	Electrolux Renovated Areas		None Detected

Note: Contractors should verify all field conditions and quantities prior to bidding. Before materials noted as PACM, *Assumed ACM* or other unidentified suspect asbestos-containing materials are disturbed by renovation, demolition, or maintenance activities, the materials must be sampled (by qualified personnel) and analyzed for asbestos content. The materials should be assumed to contain asbestos. Such materials should be handled appropriately by properly trained and qualified personnel in a manner to protect themselves, building occupants, and the environment.

NOTE: McKee Environmental Inc. recommends having representative samples of homogeneous areas analyzed by Transmission Electron Microscopy (TEM) methods for those samples analyzed by PLM that resulted in asbestos minerals in amounts of greater than zero percent (0%) "none detected" and less than or equal to ten percent (10%). TEM analytical methods should also be utilized for Homogeneous Areas that contain organic binders (i.e., floor tiles, adhesives, roofing, etc.) and were initially determined negative (none detected) by PLM methods for asbestos content.

* Quantities of readily accessible ACBM & may not include materials where inaccessible (above ceilings, below floors, behind walls, etc.).

Lab reported sample results less than 1% asbestos by PLM analysis. IDPH and EPA require either accept and manage the material as regulated asbestos-containing material (RACM) or perform further analysis to fully quantify the asbestos content of the materials prior to disturbance or removal. Potential Health, Liability and Regulatory issues may be applicable, when materials containing asbestos fibers in reported quantities of 1% or less are disturbed.

**TABLE 5:
LIMITED ASBESTOS INSPECTION SUMMARY OF RESULTS-
Electrolux Campus: 1953 Wing
March, 2011**

Homogeneous Area	Sample Number	Material Description	Material Location	Approx. Accessible Quantity *	Lab Reported Asbestos Result
MFC	MFC 1-3	12x12 Floor tile (tan); Mastic	First Floor	TBD	ACM (2% & 5 % Chrysotile)
MMB	MMB 1-3	Adhesive of F/G Ceiling tile #	Gr. Fl & 2 nd fl hall by E306	TBD	ACM # (< 1% Chrysotile)
No # Assigned	Not Sampled	Mortar Base and adhesive materials	Below ceramic/quarry tiles on walls and floors		Assumed ACM
No # Assigned	Not Sampled	Vibration Dampers	HVAC Equipment/Ductwork		PACM
No # Assigned	Not Sampled	Gaskets & Packing(s)	Valves, Boilers, Exhaust, Mechanical equipment, etc.		PACM
No # Assigned	Not Sampled	Fire Doors & Misc. Insulations	Doors (interiors); Interior Walls		PACM
No # Assigned	Not Sampled	Roofing, Flashing & Exterior Materials	Roof, Foundation & Exteriors		Assumed ACM
No # Assigned	Not Sampled	Caulking, Glazing Putty, Adhesives, Flooring Fillers, exterior overhang	Penetrations, Windows, Doors, Vents, Mech. Systems, Misc. materials & exterior overhangs		Assumed ACM
SPA	SPA 1-3	Hard Plaster	Walls & Ceilings		None Detected
MFA	MFA 1-3	12x12 floor tile (white w/ gray chips), mastic	Electrolux renovated areas		None Detected
MFB	MFB-1	Terrazzo (green/black)	Gr. Floor by Elevator		None Detected
MFD	MFD 1-3	Sheet Flooring (Tan), mastic	2 nd Fl. adjacent to Elev. #5		None Detected
MCA	MCA 1-3	2x4 ceiling tile (gouges & pinholes)	Electrolux renovated areas		None Detected
MCB	MCB 1-3	2x2 ceiling tile (recessed gouges & pinholes)	Electrolux renovated areas		None Detected
MMA	MMA 1-3	Carpet Mastic	Below Carpet		None Detected
MMC	MMC 1-3	"Pyrobar"	Interior walls, mechanical Rms.		None Detected

Note: Contractors should verify all field conditions and quantities prior to bidding. Before materials noted as PACM, *Assumed ACM* or other unidentified suspect asbestos-containing materials are disturbed by renovation, demolition, or maintenance activities, the materials must be sampled (by qualified personnel) and analyzed for asbestos content. The materials should be assumed to contain asbestos. Such materials should be handled appropriately by properly trained and qualified personnel in a manner to protect themselves, building occupants, and the environment.

NOTE: McKee Environmental Inc. recommends having representative samples of homogeneous areas analyzed by Transmission Electron Microscopy (TEM) methods for those samples analyzed by PLM that resulted in asbestos minerals in amounts of greater than zero percent (0%) "none detected" and less than or equal to ten percent (10%). TEM analytical methods should also be utilized for Homogeneous Areas that contain organic binders (i.e., floor tiles, adhesives, roofing, etc.) and were initially determined negative (none detected) by PLM methods for asbestos content.

* Quantities of readily accessible ACBM & may not include materials where inaccessible (above ceilings, below floors, behind walls, etc.).

Lab reported sample results less than 1% asbestos by PLM analysis. IDPH and EPA require either accept and manage the material as regulated asbestos-containing material (RACM) or perform further analysis to fully quantify the asbestos content of the materials prior to disturbance or removal. Potential Health, Liability and Regulatory issues may be applicable, when materials containing asbestos fibers in reported quantities of 1% or less are disturbed.

**TABLE 6:
LIMITED ASBESTOS INSPECTION SUMMARY OF RESULTS-
Electrolux Campus: 1970 Wing
March, 2011**

Homogeneous Area	Sample Number	Material Description	Material Location	Approx. Accessible Quantity *	Lab Reported Asbestos Result
TJA	TJA 1-3	Hard Fittings on F/G pipe insulation	Gr. Floor & 2 nd Fl. Mech. Rm.	TBD	ACM (2 % Chrysotile, 2% Amosite)
MFA	MFA 1-2	Floor tile & Mastic & Carpet mastic	1 st Fl. E113 & E114	TBD	ACM (2, 3 & 5 % Chrysotile)
MFB	MFB 1-3	Sheet Flooring (Tan/white pebbled)	1 st Fl. Hall, E107, E109, hall by elevator	TBD	ACM (15 % Chrysotile)
MFC	MFC-1	Sheet Flooring (Green Terrazzo-like)	Gr. Fl. Copy Rm. behind reception	TBD	ACM (15 % Chrysotile)
MFI	MFI 1-2	Sheet Flooring (Cream w/ white chips)	Rm. E310	160 SF	ACM (15 % Chrysotile)
MFJ	MFJ 1-2	Sheet Flooring (white/tan terrazzo-like)	Rm. E312	160 SF	ACM (15 % Chrysotile)
MMA	MMA 1-3	Carpet Mastic	Throughout	TBD	ACM (2 % Chrysotile)
MMB	MMB-1	Residual Black Mastic #	Below Flooring/Carpet	TBD	ACM # (< 1 % Chrysotile)
No # Assigned	Not Sampled	Mortar Base and adhesive materials	Below ceramic/quarry tiles on walls and floors		Assumed ACM
No # Assigned	Not Sampled	Fire Brick, Refractory, Interior Insulation	Boiler Interiors		PACM
No # Assigned	Not Sampled	Vibration Dampers	HVAC Equipment/Ductwork		PACM
No # Assigned	Not Sampled	Gaskets & Packing(s)	Valves, Boilers, Exhaust, Mechanical equipment, etc.		PACM
No # Assigned	Not Sampled	Fire Doors & Misc. Insulation	Doors (interiors); Interior Walls		PACM
No # Assigned	Not Sampled	Roofing, Flashing, Exterior Materials & Vermiculite Insulation	Roof, Foundations, Exteriors & Exterior walls		Assumed ACM
No # Assigned	Not Sampled	Caulking, Glazing Putty, Adhesives, Flooring Fillers, exterior overhang	Penetrations, Windows, Doors, Vents, Mech. Systems, Misc. materials & exterior overhangs		Assumed ACM
SPA	SPA 1-3	Hard Plaster, West Wing	Walls and Ceilings throughout		None Detected
SPB	SPB 1-3	Hard Plaster, North Wing	Walls and Ceilings throughout		None Detected
SPX	SPX 1-3	Overspray on Beams, walls, etc	Above Ceiling; N. & W wings		None Detected
MFD	MFD 1-3	12x12 Floor tile (Tan), mastic;	2 nd fl. N. Wing		None Detected
MFE	MFE 1-3	Sheet vinyl (beige-square/triangle pattern)	3 rd Fl. A305, 303		None Detected
MFF	MFF 1-3	Terrazzo Flooring	3 rd Fl. Halls & stairwells		None Detected
MFG	MFG 1-3	Sheet vinyl (terrazzo-like brown/white)	2 nd Fl. Copy Room		None Detected
MFH	MFH 1-3	12x12 Floor Tile (gray/white chips)	Electrolux renovated areas		None Detected
MCA	MCA 1-3	2x2 Ceiling Tile (gouges & pinholes)	Electrolux renovated areas		None Detected

Note: Contractors should verify all field conditions and quantities prior to bidding. Before materials noted as PACM, Assumed ACM or other unidentified suspect asbestos-containing materials are disturbed by renovation, demolition, or maintenance activities, the materials must be sampled (by qualified personnel) and analyzed for asbestos content. The materials should be assumed to contain asbestos. Such materials should be handled appropriately by properly trained and qualified personnel in a manner to protect themselves, building occupants, and the environment.

NOTE: McKee Environmental Inc. recommends having representative samples of homogeneous areas analyzed by Transmission Electron Microscopy (TEM) methods for those samples analyzed by PLM that resulted in asbestos minerals in amounts of greater than zero percent (0%) "none detected" and less than or equal to ten percent (10%). TEM analytical methods should also be utilized for Homogeneous Areas that contain organic binders (i.e., floor tiles, adhesives, roofing, etc.) and were initially determined negative (none detected) by PLM methods for asbestos content.

* Quantities of readily accessible ACBM & may not include materials where inaccessible (above ceilings, below floors, behind walls, etc.).

Lab reported sample results less than 1% asbestos by PLM analysis. IDPH and EPA require either accept and manage the material as regulated asbestos-containing material (RACM) or perform further analysis to fully quantify the asbestos content of the materials prior to disturbance or removal. Potential Health, Liability and Regulatory issues may be applicable, when materials containing asbestos fibers in reported quantities of 1% or less are disturbed.

**TABLE 7:
LIMITED ASBESTOS INSPECTION SUMMARY OF RESULTS-
Electrolux Campus: 1982 Wing
March, 2011**

Homogeneous Area	Sample Number	Material Description	Material Location	Approx. Accessible Quantity *	Lab Reported Asbestos Result
MFB	MFB 1-3	12x12 floor tile(Tan w/ brown & white) & Mastic	East Wing; F110, I 104, 106, B104, Gr. Fl. Conf. Center	TBD	ACM (3% Chrysotile)
MMA	MMA 1-3	Mastic below Mortar Base of Ceramic Tile	Gr. Fl. Room across from electrical equip. room	TBD	ACM (2% & 3% Chryaotile)
No # Assigned	Not Sampled	Mortar Base and adhesive materials	Below ceramic/quarry tiles on walls and floors		Assumed ACM
No # Assigned	Not Sampled	Fire Brick, Refractory, Interior Insulation	Boiler Interiors		PACM
No # Assigned	Not Sampled	Vibration Dampers	HVAC Equipment/Ductwork		PACM
No # Assigned	Not Sampled	Gaskets & Packing(s)	Valves, Boilers, Exhaust, Mechanical equipment, etc.		PACM
No # Assigned	Not Sampled	Fire Doors & Misc. Insulations	Doors (interiors), Interior Walls		PACM
No # Assigned	Not Sampled	Roofing, Flashing & Exterior Materials	Roof, Foundation & Exteriors		Assumed ACM
No # Assigned	Not Sampled	Caulking, Glazing Putty, Adhesives, Flooring Fillers, exterior overhang	Penetrations, Windows, Doors, Vents, Mech. Systems, Misc. materials & exterior overhangs		Assumed ACM
TFA	TFA 1-3	Boiler Flue/Breeching Insulation	Boiler Room, Boiler #3		None Detected
TFB	TFB 1-3	Generator Exhaust stack Insulation	Gr. Fl. Electrical Equip Room.		None Detected
MFA	MFA-1	Sheet vinyl (below carpet) & mastic	West Wing, 1 st fl. - Office		None Detected
MFC	MFC 1-3	Sheet vinyl (dark brown)	F317 & 2 rooms across		None Detected
MFD	MFD 1-3	12x12 floor tile (gray w/ chips)	Electrolux renovated areas		None Detected
MCA	MCA 1-3	2x4 ceiling tile (unsymmetrical holes & pinholes)	E. Wing, stairwell 8A & Rm. F110		None Detected
MCB	MCB 1-3	2x4 ceiling tile (gouges & pinholes)	Gr. Fl. Hall by Test Labs		None Detected
MCC	MCC 1-3	2x2 ceiling tile (gouges & pinholes)	Electrolux renovated area		None Detected

Note: Contractors should verify all field conditions and quantities prior to bidding. Before materials noted as PACM, *Assumed ACM* or other unidentified suspect asbestos-containing materials are disturbed by renovation, demolition, or maintenance activities, the materials must be sampled (by qualified personnel) and analyzed for asbestos content. The materials should be assumed to contain asbestos. Such materials should be handled appropriately by properly trained and qualified personnel in a manner to protect themselves, building occupants, and the environment.

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**TABLE 8:
LIMITED ASBESTOS INSPECTION SUMMARY OF RESULTS-
Electrolux Campus: Old Boiler Room (1941 & 1961)
March, 2011**

Homogeneous Area	Sample Number	Material Description	Material Location	Approx. Accessible Quantity *	Lab Reported Asbestos Result
TPA	TPA 1-3	Mag. Block Pipe Insulation & Debris	Gr. Fl. of 1961 & between walls	5 LF	ACM (5% Chrysotile, 2% Amosite, 5% Crocidolite)
TJX	TJX 1-3	Hard Fittings on fiberglass pipe insulation	Gr. Fl., 1941 & 1961	20 ea.	ACM (3% Amosite)
TTA	TTA-1	Tank Insulation/Debris	Gr. Fl. 1961	TBD	ACM (30% Chrysotile)
TPB	TPB 1-3	Layered Paper Pipe Insulation and fittings	Gr. Fl. between walls	TBD	ACM (5% Chrysotile)
No # Assigned	Not Sampled	Transite Pipe	Gr. Fl. NE corner of 1961		Assumed ACM
No # Assigned	Not Sampled	Mortar & Adhesive materials	Below ceramic/quarry tiles on walls and floors		Assumed ACM
No # Assigned	Not Sampled	Vibration Dampers	HVAC Equipment/Ductwork		PACM
No # Assigned	Not Sampled	Gaskets & Packing(s)	Valves, Boilers, Exhaust, Mechanical equipment, etc.		PACM
No # Assigned	Not Sampled	Fire Doors & Misc. Insulations	Doors (interiors), Interior walls		PACM
No # Assigned	Not Sampled	Roofing, Flashing & Exterior Materials	Roof, Foundation & Exteriors		Assumed ACM
No # Assigned	Not Sampled	Caulking, Glazing Putty, Adhesives, Flooring Fillers, exterior overhang	Penetrations, Windows, Doors, Vents, Mech. Systems, Misc. materials & exterior overhangs		Assumed ACM
SPA	SPA 1-3	Hard Cement Plaster	Walls and ceilings		None Detected
MCA	MCA 1-3	2x4 ceiling tile (fissures & pinholes)	1 st Fl. Hall		None Detected
MDK	MDK 1-3	Drywall & Joint Compound	1 st Fl. Interior walls		None Detected
MMA	MMA 1-3	Adhesive of black foam blocks	Ceiling of Gr. & 1 st Fl.		None Detected

Note: Contractors should verify all field conditions and quantities prior to bidding. Before materials noted as PACM, *Assumed ACM* or other unidentified suspect asbestos-containing materials are disturbed by renovation, demolition, or maintenance activities, the materials must be sampled (by qualified personnel) and analyzed for asbestos content. The materials should be assumed to contain asbestos. Such materials should be handled appropriately by properly trained and qualified personnel in a manner to protect themselves, building occupants, and the environment.

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ATTACHMENT E

Letter from Building Official



PLANNING AND CODE ENFORCEMENT DEPARTMENT
BUILDING SAFETY DIVISION
115 E Washington St, Ste. 201
Bloomington IL 61701

Mike Weber
PGAV PLANNERS
200 North Broadway, Suite 1000
St. Louis, MO 63102

September 16, 2016

RE: CODE ISSUES AT
801 N. Main St., 110 E. Chestnut St., and 802 N. Main St

In reference to the structure located at 801 N. Main St. and 110 E. Chestnut St. in Bloomington, IL, the following is a list of code violations using the 2012 edition of the International Code Council family of codes and the Illinois Accessibility Code 1997.

1. Building does not have an accessible entrance as required
2. None of the rest rooms are in compliance with either Federal or State guidelines for design.
3. Elevator has not been recently inspected by the state for compliance and required safety features.
4. There are building maintenance issues such as deficiency in the roofing and exterior walls which has led to extensive water damage and mold issues throughout.
5. Several if not all exit signage and emergency lighting needs maintained to insure proper functioning for egress purposes.
6. Electrical system not to code in that updating is required to meet current N. E. C. regulation for Arc-Fault and G.F.C.I. protect circuits in all area requiring same.
7. Many open electrical connection boxes have been left without proper covers.
8. Door closers require attention as most do not operated at the required 5lb for interior doors and 8.5lb for exterior door opening force.
9. None of the lighting fixtures meet the current Energy Code requirements for efficiency.
10. Exterior hand and guardrails missing or not to code.
11. Many areas where mortar joints are missing mortar.
12. Several broken windows in structure.
13. Window air conditioners present a possible egress issue, depending on proposed use.
14. There is no fire protection system in place.

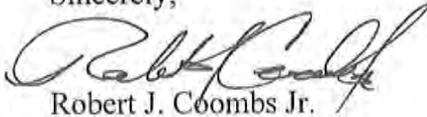
In reference to the structure located at 802 N. Main St. in Bloomington, IL, the following is a list of code violations using the 2012 edition of the International Code Council family of codes and the Illinois Accessibility Code 1997.

- 1 Structure does not meet accessibility codes for access to rest rooms and rest room design.
- 2 Structure suffers from leaking roof.
- 3 Structure show signs of foundation failure with settling of exterior walls leading to failure of brick wall structure.
- 4 Plumbing vent at rear of building is in violation of state plumbing code.
- 5 Building lacks required G.F.C.I. receptacles and or circuits as required by N.E.C.
- 6 Building has property maintenance issues relating to proper sealing or painting of wooden exterior surfaces.

These comments stem from the inspections of these structures which took place on June 16, 2016. Due to my schedule and work load it has taken awhile to put these into a formal letter or report.

If you have any questions regarding this notice, please feel free to call me at 309-434-2447.

Sincerely;



Robert J. Coombs Jr.
Building Official

ATTACHMENT F

Letter from City Planner



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

September 12, 2016

Mike Weber, Director
PGAV PLANNERS
200 North Broadway, Suite 1000
St. Louis, MO 63102

RE: Main Street / Chestnut Street TIF Study Area Structures below Minimum Code Standard

Mr. Weber,

The intent of the letter is to highlight salient zoning code issues for the properties located within the proposed Main Street / Chestnut Street TIF Study Area. The following issues were identified on September 12, 2016:

103 W Chestnut Street (IWU Parking Lot & Shed): The parking lot does not comply with the required parking lot landscaping setbacks, points and screening. The drive aisles do not comply with the required twenty-five (25) feet and the parking stalls do not meet the required nineteen (19) feet length for 90 degree parking.

802 N Main Street (Quinn Shell Gas Station): The south east ingress is located too close to the intersection of W. Chestnut St. and Business 51. As this property is developed, this ingress/egress should be closed to not impede traffic on W. Chestnut Street and to better facilitate on-site traffic circulation. The property does not comply with parking lot landscaping setbacks and points. This property is zoned B-1, Highway Business District however, our Comprehensive Plan 2035 identifies this area as future Mixed Use identifying the need for pedestrian friendly development. The auto-focused B-1 zoning and development as a gas station is not compatible with the goals of the Comprehensive Plan and discourages walkability.

807 N Main Street (Former Electrolux Building):

801 N Main Street (IWU Storage Building):

110 E Chestnut Street (IWU Former Dormitory): The building is four (4) stories tall, the minimum required rear and side yard setbacks for this property are one third of the building's height. The property does not meet the minimum setback along the northern border of the property. The property is zoned S-1, with a 1:1 Floor Area Ratio or 100% Max Floor Area. This property exceeds the allowed max floor area.

107 E Chestnut Street (BCPA Creativity Center): The property is zoned C-1 and required to have a front yard setback of twenty (20) feet. This property does not comply with this front yard setback along E. Chestnut Street. The property does not comply with rear yard setbacks between the southern property line and the building. This property is multiple stories and exceeds the 100% Max Floor Area for the C-1 district.

210 E Chestnut Street (Burr House B&B): The accessory parking structure is located less than three (3) feet from the lot line. The property provides the required eight (8) spaces, however no ADA accessible spaces are provided.



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

901 N Main Street (Taqueria El Porton and

parking lot to the north): The ingress/egress for this property is completely destroyed and is located too close to the intersection at E. Walnut and Business 51. Additionally, the ingress/egress spans the width of the property line and the existing sidewalk is indistinguishable. This is a safety hazard for pedestrians and not in accordance with the goals of the Comprehensive Plan for this area. As this property is developed, it should be reconstructed with curb and gutter. The on-site parking spaces are not clearly marked, with stall and aisle dimensions difficult to determine. The parking lot appears to be in noncompliance with the aisle and stall dimensions for 90 degree parking. The property does not meet the required five (5) foot side yard setback on the northern property line and it does not comply with the five (5) foot rear yard setback along the eastern property line.

Sincerely,

A handwritten signature in black ink, appearing to read "Katie Simpson", written in a cursive style.

Katie Simpson
City Planner
Department of Community Development
City of Bloomington Illinois.

ATTACHMENT G

Geocon Professional Services for Quinn's Shell

October 18, 2016



October 18, 2016

Mr. David Hales
City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61701

SUBJECT: LPC #1130205487 – McLean County
 Bloomington / Quinn's Shell (Elmo Quinn)
 802 N. Main Street
 LUST Release Incident No. 20150322
 GEOCON Project No. 15-G151

Dear Mr. Hales:

GEOCON Professional Services, LLC. (GEOCON) is currently conducting Corrective Action work at the Quinn's Shell facility located at 802 N. Main Street in the City of Bloomington, McLean County, Illinois. GEOCON has been retained by Mr. Elmo Quinn of Quinn's Shell to assist with obtaining closure of leaking underground storage tank (LUST) release incident 20150322 under the guidance and authority of the Illinois Environmental Protection Agency (IEPA) and 35 Illinois Administrative Code (IAC) Part 734, *Petroleum Underground Storage Tanks*. This letter is intended to provide the City of Bloomington with a summary of the Corrective Action completed to date and to request adoption of a limited area groundwater restriction ordinance for use as an Institutional Control.

At the time of the 2015 LUST release incident, the site was known as the Quinn's Shell automobile fueling facility owned and operated by Mr. Quinn. A topographic map of the site is provided as **Figure 1** in **Attachment 1**. An aerial photograph of the site and surrounding properties is provided as **Figure 2** in **Attachment 1**. A site plan is provided as **Figure 3** in **Attachment 1**.

Since then, and, as required by the IEPA in accordance with the LUST regulations set forth in 35 IAC Part 734, subsurface investigation work was completed to define the horizontal and vertical extent of the soil and groundwater contamination resulting from the LUST release incident. The measured extents of soil and groundwater contamination have been defined and are illustrated on **Figures 4** and **5** in **Attachment 1**. The modeled extent of groundwater contamination was evaluated through a Tier 2 evaluation using risk-based models and is illustrated on **Figure 6** in **Attachment 1**.

As a point of reference, the measured extents of soil and groundwater contamination are based on actual testing data gathered during the previous subsurface investigations; however, the modeled extent of groundwater contamination is based on results of Tier 2 risk-based equations outlined in 35 IAC Part 742, *Tiered Approach to Corrective Action Objectives*. The Tier 2 modeling takes into account site specific geology and other site specific conditions (ie: hydraulic gradient, hydraulic conductivity, measured data, proximity to water supply wells and surface waters). The modeling assumes that the groundwater contamination could potentially move further outward (laterally) from the existing groundwater monitoring well sampling points; however, this may not actually occur.

Based on the findings of a water supply well survey that involved contacting numerous state and local agencies, there are no community potable water supply wells within 2,500 feet of this site and no private water supply wells within 200 feet of the site. We are not aware of any active, abandoned or sealed private wells on the gas station site. We did not observe or find record of any private water wells on the adjacent properties. It is our understanding that the site and all surrounding properties are serviced by the City's municipal water supply, which is obtained from surface water impounded within Lake Bloomington and Evergreen Lake, both of which are located approximately 7 to 8 miles north of the City of Bloomington, Illinois.

A *Corrective Action Plan (CAP) and Budget*, dated February 15, 2016 and prepared by GEOCON, was approved by the IEPA in a letter to Quinn's Shell, dated March 8, 2016. The *CAP and Budget* proposed, after completion of the remedial excavation and landfill disposal of the highly contaminated soils in the southeastern portion of the site, that an evaluation of exposure routes be completed and that Institutional Controls be implemented for the site to address the remaining soil and groundwater contamination. More specifically, it was proposed to eliminate the groundwater ingestion exposure route, which requires the establishment of a groundwater restriction ordinance for the area of the modeled extent of groundwater contamination. As such, we are requesting that the City of Bloomington adopt an ordinance that expressly prohibits any person, including the City of Bloomington, from drilling a well or using the groundwater beneath a specified area surrounding the site. For discussion purposes, the approximate limits of the proposed ordinance area would be a roughly rectangular-shaped area including an approximate 236-ft. radius from the site. The 236-ft. distance is based on the Tier 2 risk-based modeling which shows that at a distance of 236 feet from the site, the concentration levels of contaminants of concern in the groundwater would be below the Tier 1 remediation objectives (ROs) for a Class I groundwater setting. The IEPA approved the Tier 2 risk-based modeling contingent on the adoption of the limited area groundwater restriction ordinance.

The proposed area to be covered is shown on **Exhibit A** to the draft groundwater restriction ordinance provided in **Attachment 2**. The proposed limits of the ordinance area can be modified if desired by the City of Bloomington, including the entire area of the corporate limits of the City of Bloomington. The adoption of the groundwater restriction ordinance, which is a conservative measure to protect human health and safety, would prevent someone from inadvertently or unknowingly drilling through the shallow groundwater contamination, which by doing so, could create a pathway for the contamination to migrate vertically into an underlying Class I potable water supply aquifer, if present. We believe that it is in the best interest of the City of Bloomington to conservatively protect its residents and adopt the groundwater restriction ordinance.

A copy of the proposed groundwater restriction ordinance in draft format is provided in **Attachment 2**. The draft groundwater restriction ordinance was created from a model document provided by the IEPA and from a review of groundwater restriction ordinances previously adopted by the City of Bloomington.

Should you require further information regarding the LUST release incident, such as a copy of the IEPA-approved *CAP and Budget*, please do not hesitate to contact us at your convenience. In addition, the IEPA project manager assigned to this LUST incident is Mr. Dave Myers and he can be contacted at (217) 785-7491 if you would like to speak with him directly pertaining to the IEPA's approval of the *CAP and Budget*.

GEOCON Project No. 15-G151
LPC #1130205487 – McLean County
Bloomington / Quinn's Shell (Elmo Quinn)
802 N. Main Street
LUST Release Incident No. 20150322
Page 3

Please review the provided information and contact the undersigned at (217) 530-4084 to discuss the possible adoption of the proposed groundwater restriction ordinance. Additionally, I am more than happy to meet with the City of Bloomington as necessary to discuss the project in detail in order to advance adoption of the ordinance. Thanks for your time and we look forward to your response.

Sincerely,

GEOCON Professional Services, LLC.



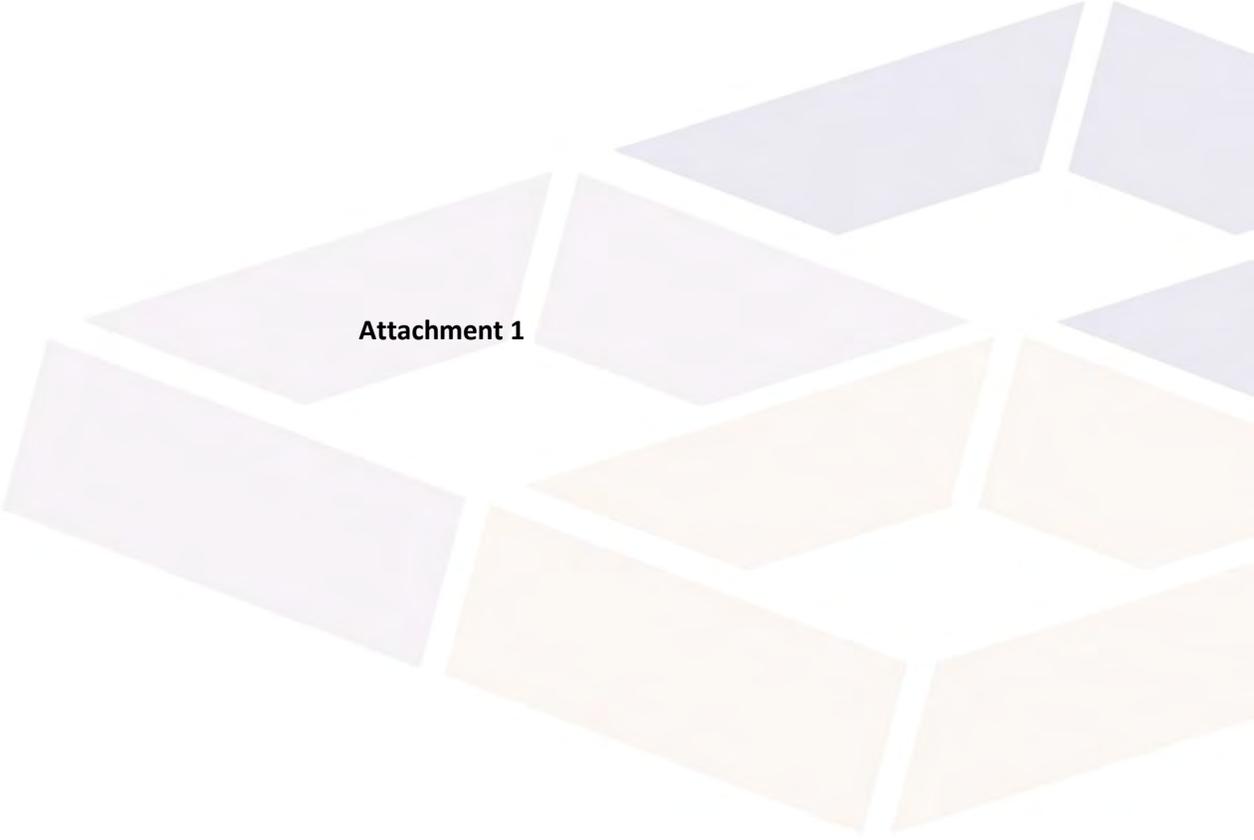
Karl Newman, PG
Senior Project Manager



cc: Mr. Elmo Quinn, Quinn's Shell.

Attachments

GEOCON Project No. 15-G151
LPC #1130205487 – McLean County
Bloomington / Quinn's Shell (Elmo Quinn)
802 N. Main Street
LUST Release Incident No. 20150322



Attachment 1

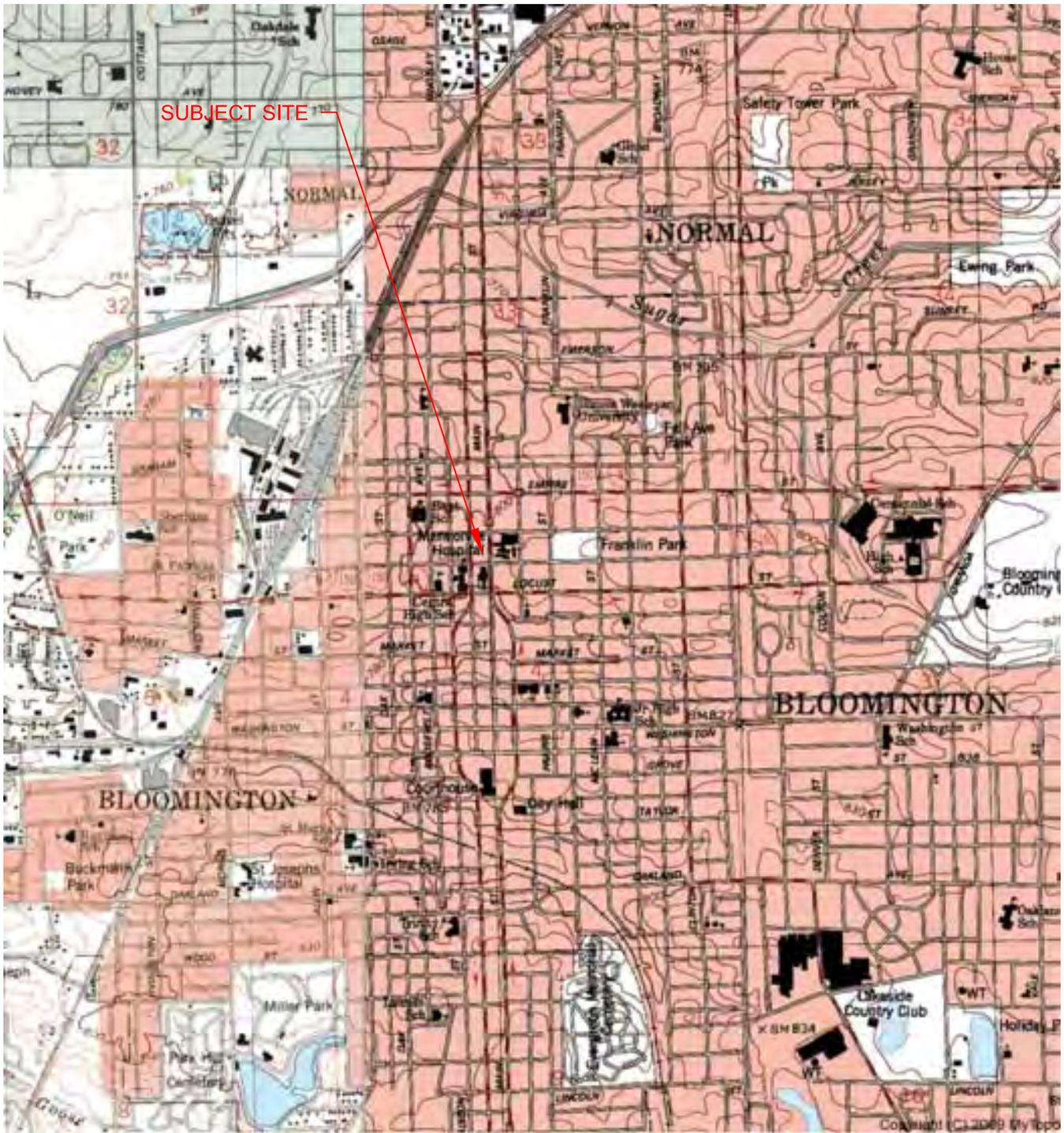
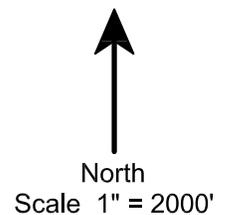
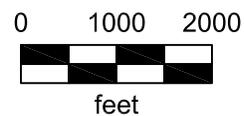


Diagram is a reproduction of a portion of the Bloomington East, Illinois and Bloomington West, Illinois 7.5 minute Quadrangle Maps.



3000 Research Rd, Ste 1
Champaign, IL 61822

217.403.9990 phone
217.403.1559 fax

FIGURE 1

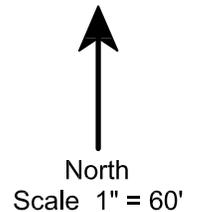
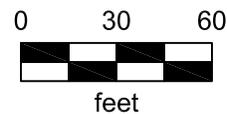
SITE VICINITY MAP
Quinn's Shell - 802 N. Main Street
Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

DATE: October 2016



Diagram is a reproduction of a portion of a McLean County GIS web map.



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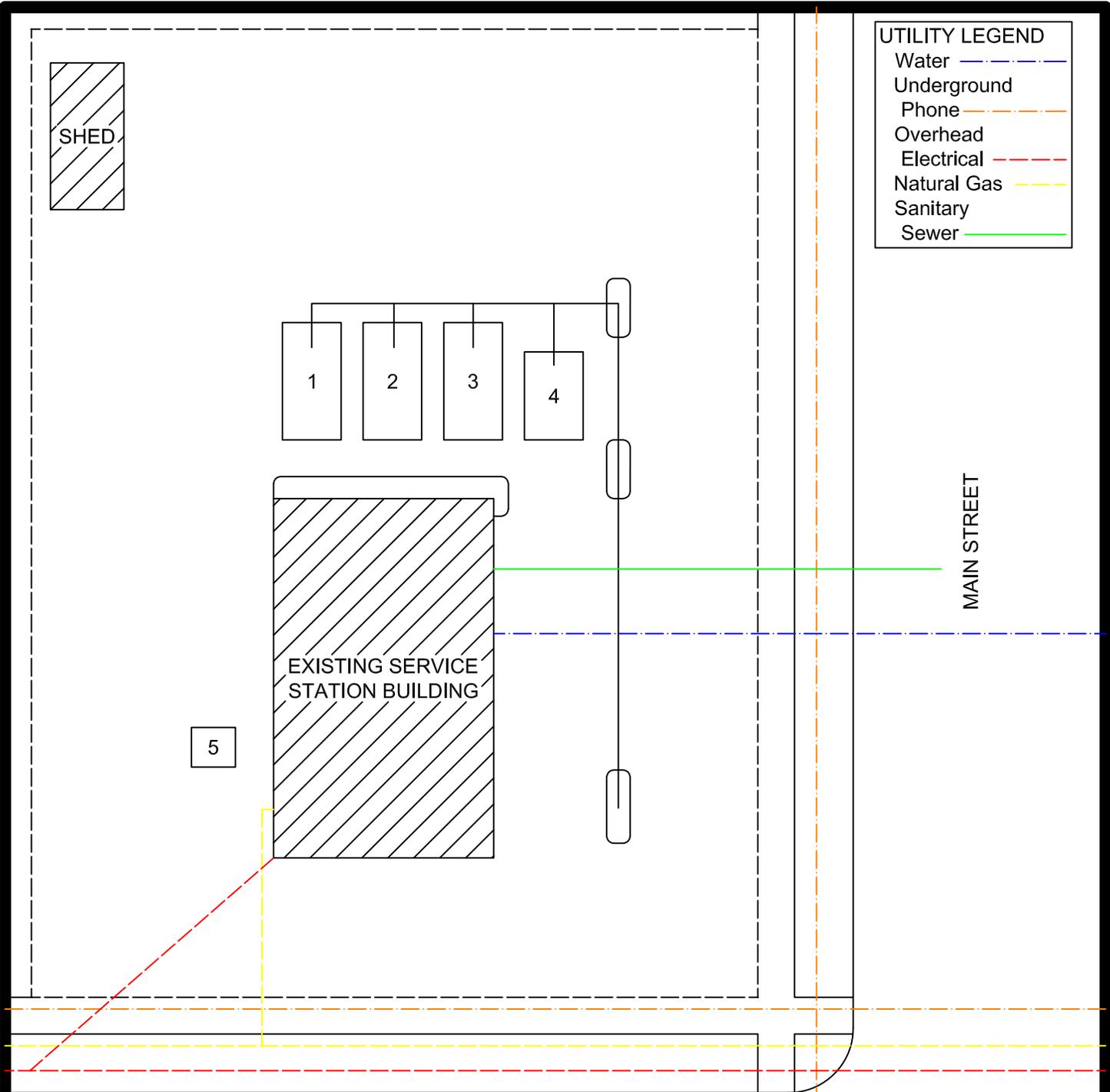
FIGURE 2

PLAT MAP

Quinn's Shell - 802 N. Main Street
Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

DATE: October 2016

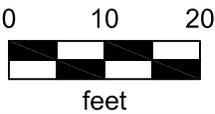


UTILITY LEGEND	
Water	
Underground	
Phone	
Overhead	
Electrical	
Natural Gas	
Sanitary	
Sewer	

TANK LISTING

- Tank 1 - 6,000-gal. gasoline UST
- Tank 2 - 6,000-gal. gasoline UST
- Tank 3 - 6,000-gal. gasoline UST
- Tank 4 - 4,000-gal. gasoline UST
- Tank 5 - 1,000-gal. heating oil UST

CHESTNUT STREET



3000 Research Rd, Ste 1 Champaign, IL 61822
 217.403.9990 phone
 217.403.1559 fax

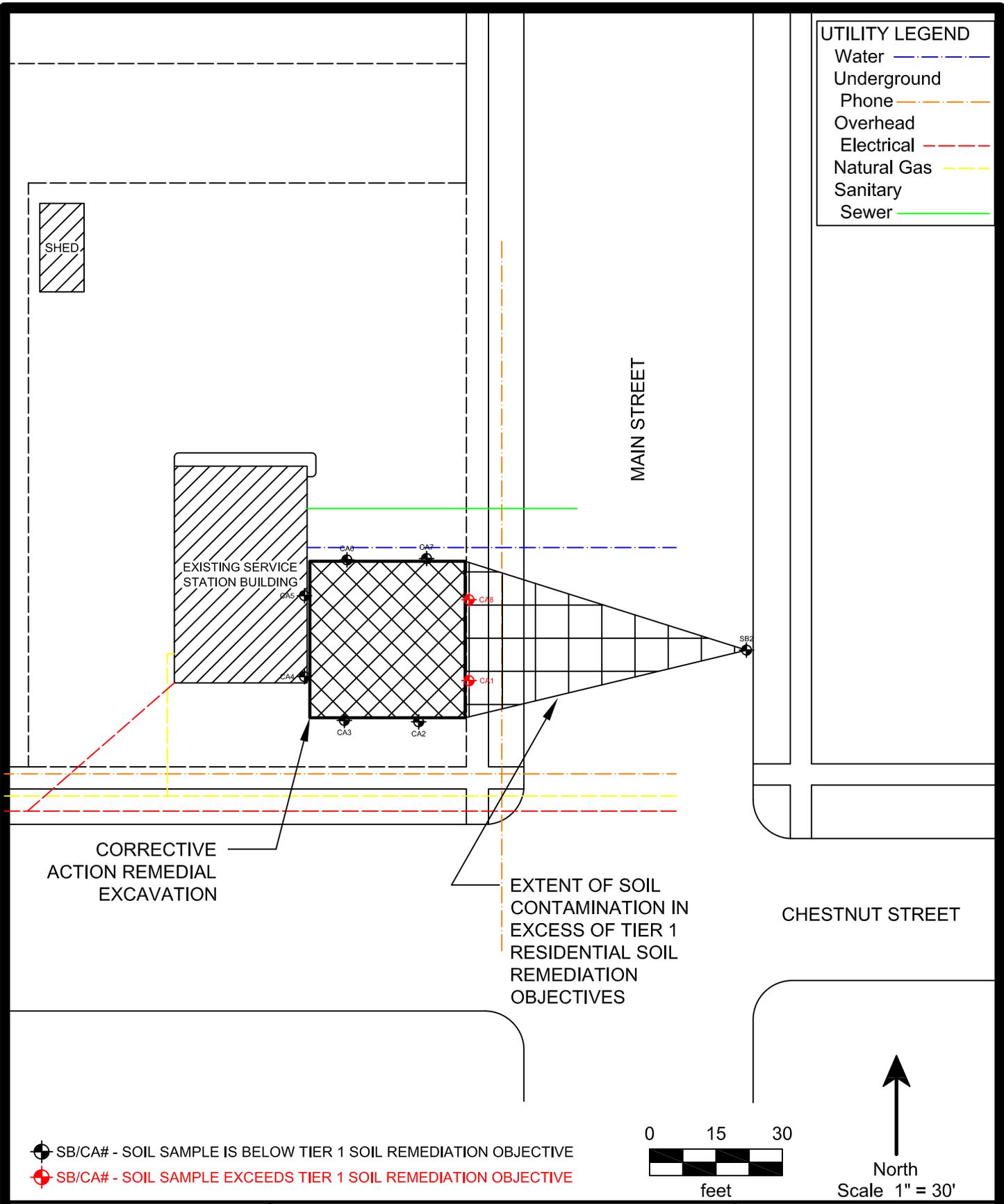
FIGURE 3

SITE PLAN
 Quinn's Shell - 802 N. Main Street
 Bloomington, McLean County, Illinois

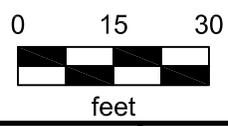
PROJECT NO.: 15-G151

DATE: October 2016

UTILITY LEGEND	
Water	
Underground	
Phone	
Overhead	
Electrical	
Natural Gas	
Sanitary	
Sewer	



SB/CA# - SOIL SAMPLE IS BELOW TIER 1 SOIL REMEDIATION OBJECTIVE
 SB/CA# - SOIL SAMPLE EXCEEDS TIER 1 SOIL REMEDIATION OBJECTIVE



North
 Scale 1" = 30'

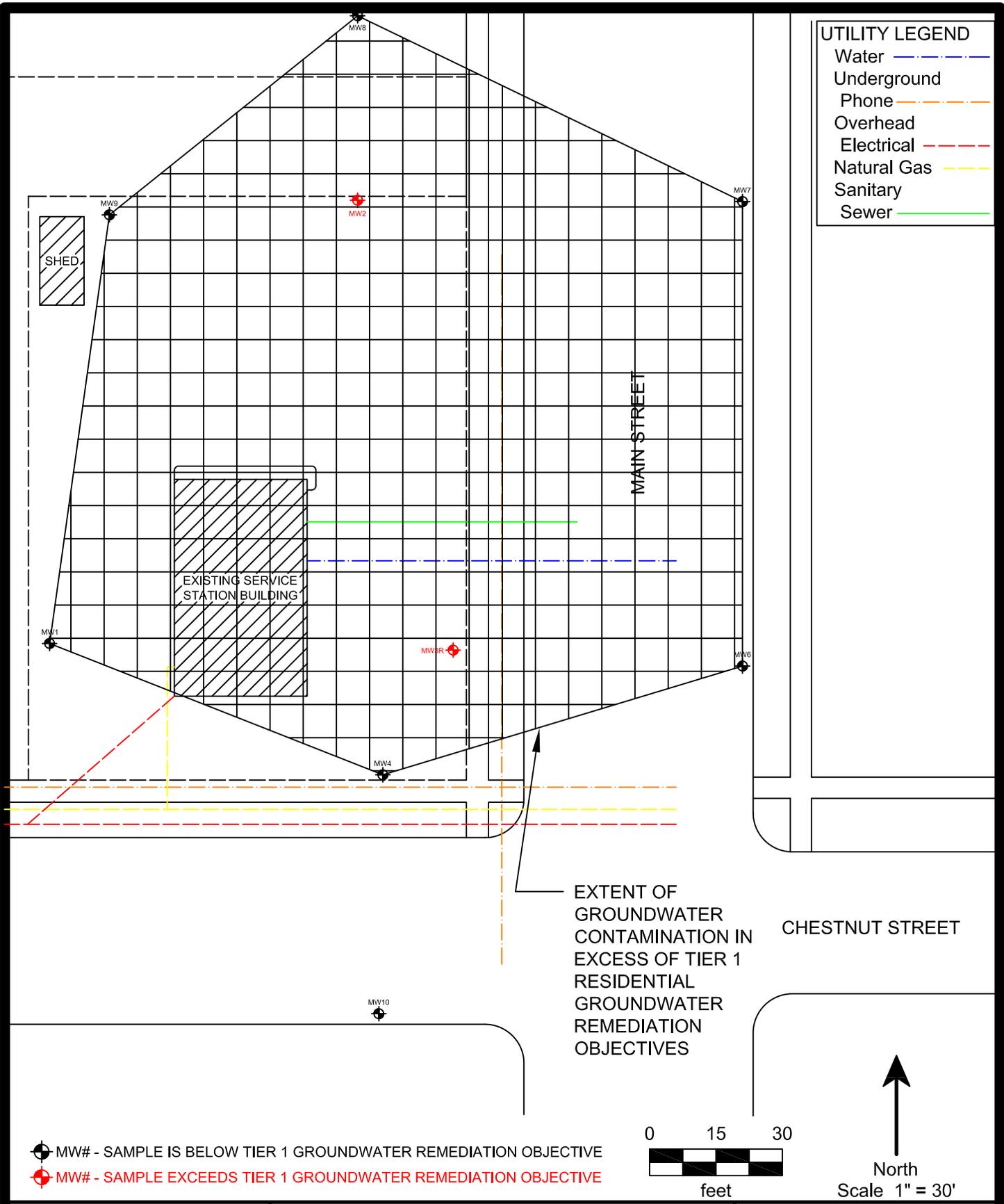


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Champaign, IL 61822 217.403.1559 fax

FIGURE 4
 EXTENT OF SOIL
 CONTAMINATION DIAGRAM
 Quinn's Shell - 802 N. Main Street
 Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

DATE: October 2016



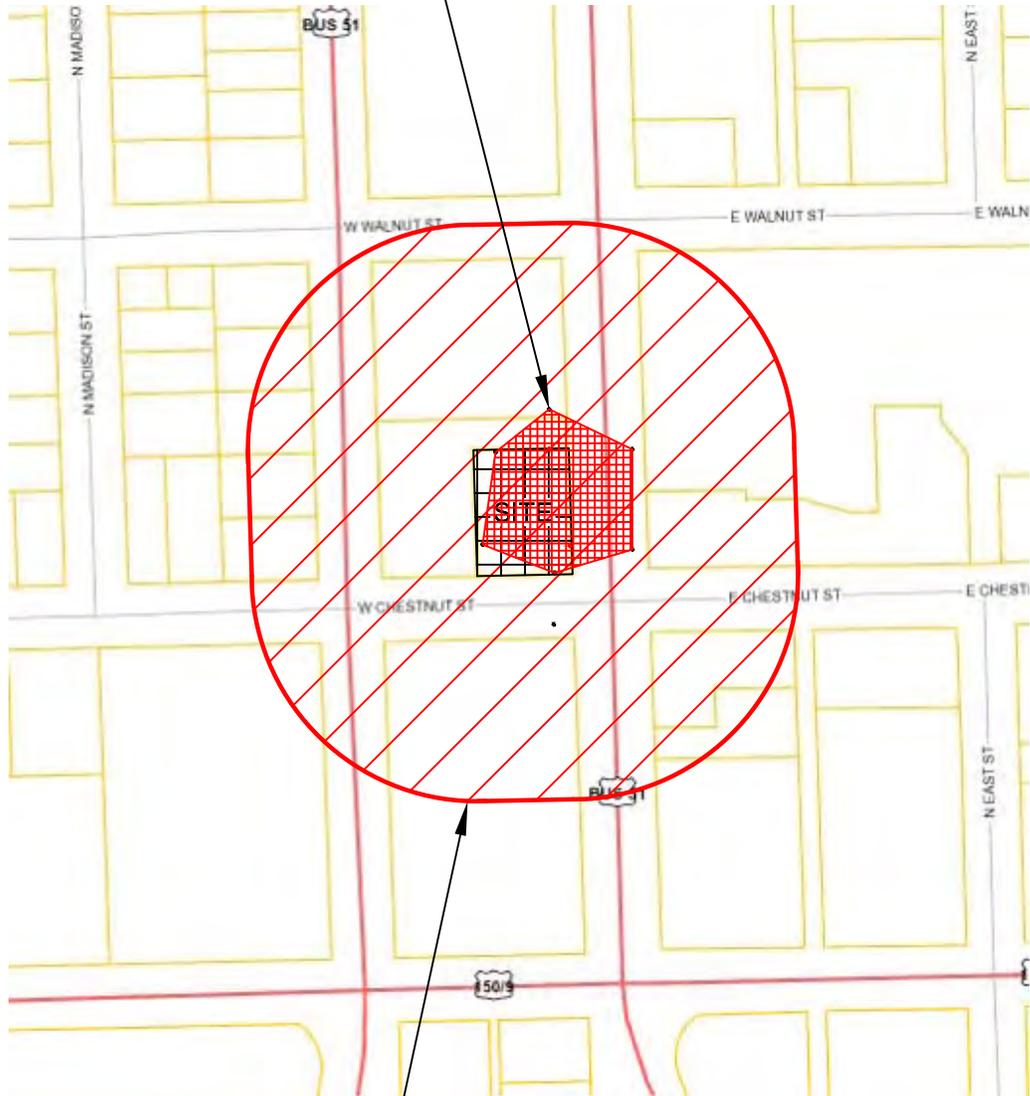
3000 Research Rd, Ste 1 217.403.9990 phone
 Champaign, IL 61822 217.403.1559 fax

FIGURE 5
 EXTENT OF GROUNDWATER CONTAMINATION DIAGRAM
 Quinn's Shell - 802 N. Main Street
 Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

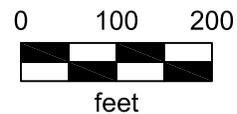
DATE: October 2016

Extent of groundwater impact in excess of Tier 1 residential groundwater remediation objectives



Modeled groundwater impact radial distance of 236 feet using RBCA Equation R26 and area of environmental notice letter submittals

Diagram is a reproduction of a portion of a McLean County GIS web map.



North
Scale 1" = 200'



3000 Research Rd, Ste 1 217.403.9990 phone
Champaign, IL 61822 217.403.1559 fax

FIGURE 6
MODELED EXTENT OF GROUNDWATER
CONTAMINATION DIAGRAM
Quinn's Shell - 802 N. Main Street
Bloomington, McLean County, Illinois

PROJECT NO.: 15-G151

DATE: October 2016

Ordinance No. _____

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
AUTHORIZING THE PREPARATION OF A REDEVELOPMENT PROJECT PLAN
WITH RESPECT TO THE DESIGNATION OF A CERTAIN AREA AS A TAX
INCREMENT FINANCING REDEVELOPMENT PROJECT AREA
(North Main Street / Chestnut Street)**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “City”), is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time amended (the “TIF Act”), the Mayor and City Council of the City (the “Corporate Authorities”) are empowered to undertake the development or redevelopment of a designated area within the municipal boundaries of the City in which existing conditions permit such area to be classified as a “blighted area” and/or “conservation area” as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, the legislative purpose of the TIF Act is to encourage development through the use of incremental tax revenues derived from an increase in assessed values in the eligible area by assisting with development or redevelopment project costs, thereby eliminating adverse and detrimental conditions that erode the tax base both within an eligible area and adjacent to such area; and,

WHEREAS, by Ordinance No. 2016-45, the Corporate Authorities directed the City Manager to authorize Peckham Guyton Albers & Viets to undertake a feasibility study of certain properties within the corporate boundaries of the City in order to determine the eligibility of said certain properties as a “redevelopment project area” pursuant to the provisions of the TIF Act; and,

WHEREAS, said properties are depicted on the map attached hereto as *Exhibit A* and generally include the area along the north side of Chestnut Street, and bounded on the west by North Center Street, on the east by North Prairie Street, and on the north by Walnut Street, plus two parcels located at the northeast corner of the intersection of North Main Street and Walnut Street, plus the Bloomington Creativity Center property (107 East Chestnut Street) located at the southwest corner of the intersection of Chestnut Street and North East Street (the “*Area*”); and,

WHEREAS, a feasibility study was conducted and a TIF Eligibility Study, a copy of which is attached hereto, was prepared documenting the factors found in the Area which qualify the Area as a “conservation area” and a “blighted area” and thus a “redevelopment project area” pursuant to the provisions of the TIF Act; and,

WHEREAS, the Corporate Authorities now desire to have a Redevelopment Plan prepared by Peckham Guyton Albers & Viets who possess the necessary skills and experience to prepare such a plan for the Area as required by the TIF Act.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, by and through its home rule powers, as follows:

Section 1. The foregoing recitals are incorporated and made a part of this Ordinance as if fully set forth in this Section.

Section 2. The City Manager is directed to authorize Peckham Guyton Albers & Viets to prepare a Redevelopment Plan for development and redevelopment of the Area incorporating all of the matters required by the TIF Act.

Section 3. The purpose of the plan is to allow the City to develop goals, objectives, and strategies that could be implemented in order to enhance its tax base as well as the tax base of any other taxing district that has jurisdiction, eradicate blight, provide new job opportunities for

its residents, attract sound and stable growth, and improve the general welfare and prosperity of the community. Pursuant to the TIF Act, once the City adopts tax increment financing, all real estate tax revenue attributable to any increase in the assessment of property included in the redevelopment project area is distributed to the City for reinvestment within the Area for certain purposes permitted by the TIF Act.

Section 4. The City hereby agrees to reimburse itself for the costs incurred in connection with all studies, reports, and preparation of a Redevelopment Plan for the Area in the event the TIF Act is adopted by the City and incremental real estate taxes are available for payment of such costs pursuant to the TIF Act.

Section 5. The Corporate Authorities may consider paying for certain redevelopment project costs, as defined by the TIF Act, from incremental real estate taxes in the Special Tax Allocation Fund, as defined by the TIF Act, established for the Area through the issuance of bonds, in the event the TIF Act is adopted. Such redevelopment project costs may include costs of studies, surveys, plans, architectural and engineering services, acquisition of land, rehabilitation of existing buildings, construction of public works, bond issuance costs, and such other items as permitted by the TIF Act.

Section 6. This Ordinance shall be in full force and effect from and after its passage and approval.

ADOPTED this ____ day of _____, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Mayor

Attest:

City Clerk

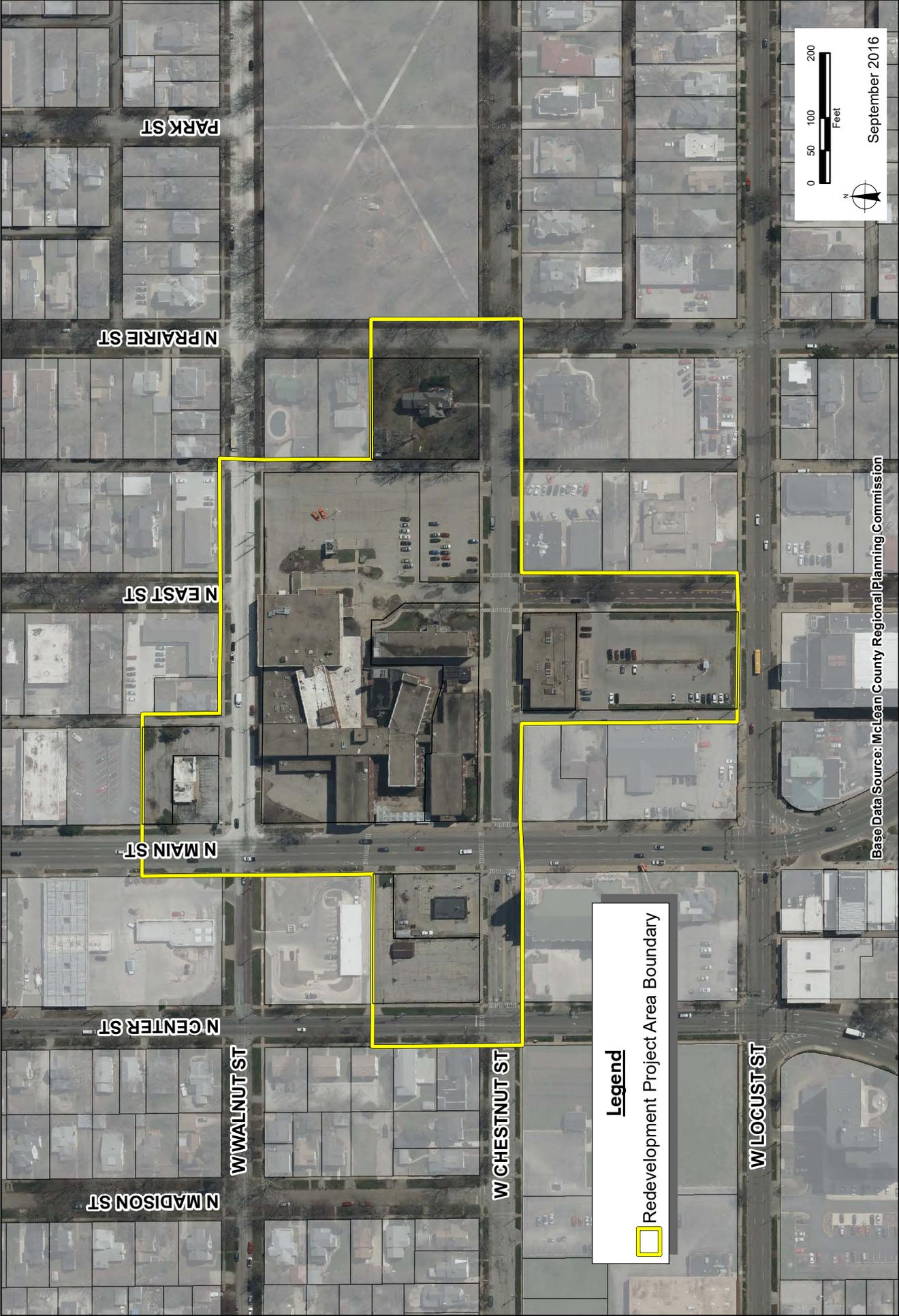


Exhibit A - Redevelopment Project Area Boundary

North Main Street / Chestnut Street Redevelopment Project Area





CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 8E

FOR COUNCIL: November 28, 2016

SUBJECT: Presentation and discussion regarding Local Government Wage Increase Transparency Act on disclosable payments to Laurie Wollrab.

RECOMMENDATION/MOTION: Informational only as required pursuant to the Local Government Wage Increase Transparency Act, 50 ILCS 155/1.

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

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

BACKGROUND: On July 28, 2016, a new law, the Local Government Wage Increase Transparency Act (“Act”), took effect to require the disclosure and discussion of certain wage increases/payments that may have a pension impact.

In Bloomington, for many years, employees were able to accrue sick leave and then structure the payout over a three-month period. In 2009, the City began enacting policies that ceased the structured payout of sick leave for new employees. These new policies were in all applicable union contracts by 2014 and in place for classified employees in 2012).

In the fall of 2015, the City Council debated making further changes to how sick leave is paid, including to grandfathered employees, and approved Resolution No. 15-42. This resolution, among other things, directed City staff to continue working on potential ways to reduce its overall pension liabilities. As part of this, the City is monitoring litigation between the City of Springfield and its employees that involve related pension questions and issues. This case is now at the appellate court level and may lead to future recommendations on how the City structures its policies on benefit payouts.

In accordance with the Local Government Wage Increase Transparency Act, the City has its first “triggering” event with the retirement of Laurie Wollrab. Ms. Wollrab is currently the Payroll and Benefit Manager of the City of Bloomington and is a non-represented (Classified) employee in the Illinois Municipal Retirement System (IMRF) who has expressed her intent to retire from the City on March 17, 2017.

In accordance with the policies and practices of the City and as a Classified employee hired before May 1, 2012, Ms. Wollrab has accrued sick leave which is to be paid into her retirement health savings account (RHS) plan to be made in three (3) equal payments in the 4th, 3rd and 2nd months (December, January and February) prior to her retirement. Under Section 5(c) of the Act, the following disclosures are made:

- (1) The identity of the employee: Laurie Wollrab
- (2) The purpose and amount of the increases or payments: \$53,195.81 (assuming no sick leave use until her retirement)
- (3) The proposed retirement date: March 17, 2017
- (4) The effect of the payment(s) upon the expected retirement annuity of the employee: an increase of \$370.55 per month
- (5) The effect of the payment(s) upon the liability of the employer to the Article 7 Fund: The disclosable payment is projected to increase the pension liability of the City by \$58,758.37.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The estimated amount of Ms. Wollrab's sick leave payout is anticipated to be \$53,195.81, assuming she does not diminish her sick leave bank prior to her retirement date. The "accelerated payment" for this payout is expected to be \$58,758.37. Pursuant to legislation from 2012, the accelerated payment is the upfront funding of a pension liability and is not an additional penalty paid by the City. It is estimated that Ms. Wollrab will also have 200 hours of unused earned and accrued vacation to pay on her final check.

Respectfully submitted for Council consideration.

Respectfully submitted for Council consideration.

Prepared by: Nicole Albertson, Human Resources Director

Financial & budgetary review by: Paulette Hurd, Chief Accountant

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Resolution 15-42
- October 26, 2015 Meeting Minutes on SLBB
- October 26, 2015 Council Memo on SLBB
- Local Government Wage Increase Transparency Act

Motion: N/A

RESOLUTION 2015 - 42

A RESOLUTION DIRECTING STAFF TO CONTINUE EXPLORING POLICIES TO LIMIT
THE CITY'S PENSION LIABILITIES AND EVALUATE THE CITY'S
OVERALL BENEFIT STRUCTURE

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

WHEREAS, the City of Bloomington is a home-rule municipality located in the County of McLean, State of Illinois; and

WHEREAS, a memorandum from former City Manager Tom Hamilton, dated March 6, 1995, provided that effective March 8, 1995, the City would permit eligible IMRF City employees to apply "sick leave buyback payments" ("SLBB") over a 3-month payout period rather than receiving a one-time lump sum payment; and

WHEREAS, the City Council began, in 2009, implementing policies and contractual provisions in collective bargaining agreements eliminating SLBB completely for all of its future IMRF employees; and

WHEREAS, when the City stopped the SLBB benefit for future IMRF employees, the benefit remained for several grandfathered employees; and

WHEREAS, the grandfathered employees still entitled to SLBB have raised numerous equity and legal concerns with making further changes to payment of the benefit; and

WHEREAS, the City Council desires that the SLBB benefit continue to be transitioned out in the same manner as allowed by previous City policy, but continues to reserve its right to make changes or modifications to how this benefit, and other employee benefits, are paid in the future; and

WHEREAS, the City Council desires to have the City's Human Resources Department do an evaluation of the benefit packages paid to City employees and investigate ways to ensure it is in line with current practices in both the public and private sector; and

WHEREAS, the City Council does not support pension inflation and wants to continue implementing strong policies that will prevent such inflation for its future employees; and

WHEREAS, City staff has already been working with the Illinois Municipal League, the Illinois Municipal Retirement Fund and others on solutions to pension liability funding issues and the City Council desires that these discussions continue with high priority.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

SECTION 1. The above stated recitals are incorporated herein by reference.

SECTION 2. The City Council of the City of Bloomington hereby states its unequivocal position against the ability of employees to artificially increase their compensation preceding retirement, acknowledges that several policies have already been implemented to stop benefits like sick leave buyback, and directs City staff to continue working on potential ways to reduce its overall pension liabilities. The City Council further directs City staff to evaluate the benefit packages provided to City employees in comparison to other public and private sector entities and to recommend necessary changes.

SECTION 3. In the event that any section, clause, provision, or part of this Resolution shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

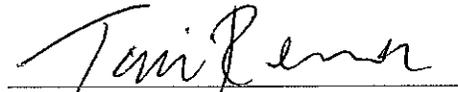
SECTION 4. This Resolution shall be effective immediately after the date of its publication as required by law.

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

PASSED this 26th day of October, 2015.

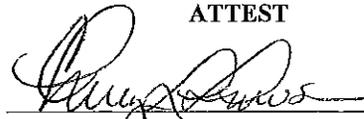
APPROVED this 29th day of October, 2015.

CITY OF BLOOMINGTON



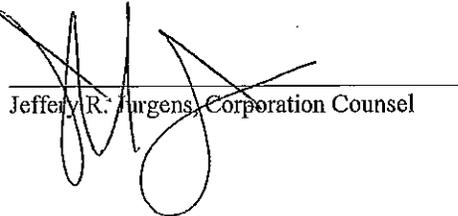
Tari Renner, Mayor

ATTEST



Cherry L. Lawson, City Clerk

APPROVED AS TO FORM



Jeffery R. Jurgens, Corporation Counsel

**REGULAR CITY COUNCIL MEETING SESSION
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, OCTOBER 26, 2015; 7:00 P.M.**

1. Call to order

The Council convened in Regular Session in the Council Chambers, City Hall Building, 109 E. Olive Street; Bloomington, IL at 7:00 p.m., Monday, October 26, 2015. The meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

The meeting was opened by Pledging Allegiance to the flag followed by a moment of silent prayer.

3. Remain Standing for a Moment of Silent Prayer

Mayor Renner requested those present to remain standing for a moment of silent prayer.

4. Roll Call

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

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

David Hales, City Manager; Cherry Lawson, City Clerk; and Jeffery Jurgens, Corporate Counsel; Steve Rasmussen, Asst. City Manager; and other city staff were also present.

5. Public Comment

Mayor Renner opened the meeting to receive Public Comment. He added that there would not be a response from the City under the Public Comment portion of the meeting.

Mayor Renner noted that four (4) Public Comment Cards were received.

The following individuals provided comments during Public Comment:

Lee Eutsey
Patricia Marton
Alton Franklin
Donna Boelen

6. Recognition/Appointments

Mr. Hales also noted that for the TIGER grant, the project needs to be “shovel ready” and they need to know that you are ready to go. This is especially why we cannot get behind on their (Federal) timeline. Mr. Karch stated that this project could be broken up over multiple years, which could help break up the costs as well.

Motion by Alderman Lower, seconded by Alderman Sage that the Resolution be adopted approving the Agreement with Hanson Professional Services for the Phase I preliminary design of Hamilton Road from Bunn Street to Commerce Parkway be approved, in the amount of \$986,084.52, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Motion: Carried.

The following items were presented:

b. Consideration of approving an application for the Hamilton Gap project (Bunn Street to Commerce Parkway) for the One Voice Advocacy Program. *(Recommend that Council approve an application be submitted to the Bloomington-Normal Economic Development Council on behalf of the City of Bloomington to advocate for the Hamilton Road project as part of the One Voice initiative.)*

Mr. Hales stated that he has spoken with the Economic Development Council and they are awaiting our application. He addressed the Council, saying that he recommends their approval.

Motion by Alderwoman Painter, seconded by Alderwoman Hauman to that Council approve an application be submitted to the Bloomington-Normal Economic Development Council on behalf of the City of Bloomington to advocate for the Hamilton Road project as part of the One Voice initiative.

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

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

Motion: Carried.

The following items were presented:

8D. Sick Leave Buyback. Consideration of potential action and/or Staff Direction on Sick Leave Buyback Options. *(Recommend discussion and consideration of options regarding*

payment of sick leave buyback to its grandfathered employees and provide direction or otherwise approve a Resolution directing staff to continue exploring policies that limit the City's pension liabilities and evaluate the City's overall benefit structure.)

Mr. Hales noted his appreciated for Mr. Jurgens taking the lead on this. Mr. Jurgens gave a brief presentation regarding Sick Leave Buy Back, and spoke about Illinois Municipal Retirement Fund's 125% Rule, Accelerated Payout Rule, and Sick Leave Buyback Payout. The City of Bloomington has ceased the Sick Leave Buyback for new employees and this benefit is out of all union contracts as of 2014. Currently, there are approximately 250 grandfathered employees, but he believes that this number is inflated as some may not qualify with 75 years of combined service and age, with a minimum of 15 years of continuous service.

Mr. Jurgens discussed the New 2012 Law and its' "Accelerated Payment" Requirements. He maintained that this was not a penalty. Over 450 public bodies in Illinois are making these present value payments, including fire districts, water reclamation districts—not just cities. There are over \$33,000,000 are either being paid or have been paid. As far as the legislative impact, (and the breakdown of this amount) the school districts have paid close to \$4,000,000; counties have paid \$4,700,000; municipalities have paid \$13,349,000; park districts, \$1,433,000; and other districts, including library, mass transit, fire, water, townships, etc. have paid \$2,855,386. This law has had widespread impact on the State of Illinois.

He spoke about options, and the possible legal ramifications. There is a provision in the Illinois State Constitution that describes how "membership in any pension or retirement system of the State...the benefits of which shall not be diminished..." This provision has been reviewed by a few Illinois Supreme Court cases and is one that we continue to struggle with as it may or may not be considered a benefit. He briefly spoke about the arguments for and against this provision, as well continuing issues in Springfield regarding this provision.

Mr. Jurgens addressed the Council, saying that this is something the Council needs to be aware of. The employees and the unions know about these things, but we think it's a foregone conclusion that if we do something like the City of Springfield did, we will be in litigation. This is something that is likely to be litigated. We are addressing employee concerns that we will continue to pass onto the Council so you are aware.

Tonight, we are looking for direction from the Council. He spoke about Sick Leave Buy Back Options and Direction. There are a number of policy implications, no matter what we do. For now, we are going to continue the status quo, but we reserve our right to make changes. It is staff's hope that this is going to become a small percentage that we will be paying to Illinois Municipal Retirement Fund. Mr. Jurgens addressed the Council, saying that they could approve the resolution tonight or give direction.

Mr. Jurgens acknowledged that we could deal with the contracts separately with the Unions and the employees. Mr. Hales clarified that we had prevailed in working with the unions on the contracts has only affected new hires. None of the negotiations over the past seven (7) years have addressed the grandfathered employees.

Mr. Jurgens noted that any of the options for this provision are defensible, but would more than likely end up in court.

Motion by Alderwoman Painter to that recommend discussion and consideration of options regarding payment of sick leave buyback to its grandfathered employees and provide direction or otherwise approve a Resolution directing staff to continue exploring policies that limit the City's pension liabilities and evaluate the City's overall benefit structure. No seconded noted.

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

Ayes: None.

Motion: Motion failed due to lack of second.

Regarding the legal challenges, Mr. Jurgens noted that in the resolution, it is stated that the City of Bloomington reserves the right to make changes. Let's see how Springfield shakes out, as well as some other court decisions. The resolution itself is not triggering litigation, but we are not boxing ourselves in.

As far as the financial liabilities, we have worked with some very preliminary actuaries, but this is so hard to predict with so many different factors. We are trying to get those numbers in better shape. At this point, it looks manageable. One thing that we have to point out is if we go with one of these other options, we could have a rash of early retirements, which would be a huge financial liability. That is why there are all sorts of financial and policy implications.

Motion by Alderwoman Painter, seconded by Alderman Fruin to have City staff to continue to work on policy that will limit the City's pension liabilities, and to review the City's benefit structure, explore any and all options for Sick Leave Buy-back options and directions.

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

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

Motion: Carried.

The following items were presented:

8. City Manager's Discussion

Mr. Hales briefly spoke about the group efforts to look at the Compensation Plan. Tom Dabareiner, Community Development Director will not be able to be much assistance until January. One option will be to wait until January and then he can join us, or the group can



REGULAR AGENDA ITEM: 8D

FOR COUNCIL: October 26, 2015

SUBJECT: Consideration of potential action and/or Staff Direction on Sick Leave Buyback Options

RECOMMENDATION/MOTION: Recommend discussion and consideration of options regarding payment of sick leave buyback to its grandfathered employees and provide direction or otherwise approve a Resolution directing staff to continue exploring policies that limit the City's pension liabilities and evaluate the City's overall benefit structure.

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

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

BACKGROUND: At the City Council meeting on August 25, 2015, the Council discussed options to address the costs associated with the method used to pay sick leave buyback hours ("SLBB") to grandfathered employees participating in the Illinois Municipal Retirement Fund ("IMRF"). In 1995, the City began to allow eligible employees to structure their SLBB payments in a manner that increased the value of the employees' pensions. The City began implementing new policies stopping payment of SLBB altogether starting in 2009. However, approximately 250 grandfathered employees still accrue SLBB and are currently allowed to structure the payout of any accrued sick leave over a three-month period immediately preceding retirement or termination of employment. Any such payouts are paid to a post-retirement health savings account and are not paid directly to the employees (an exception exists for those employees in the ASFME Local 699). However, the payouts are counted for purposes of IMRF's calculation of the grandfathered employees' final rate of earnings, thus impacting the value of their pensions.

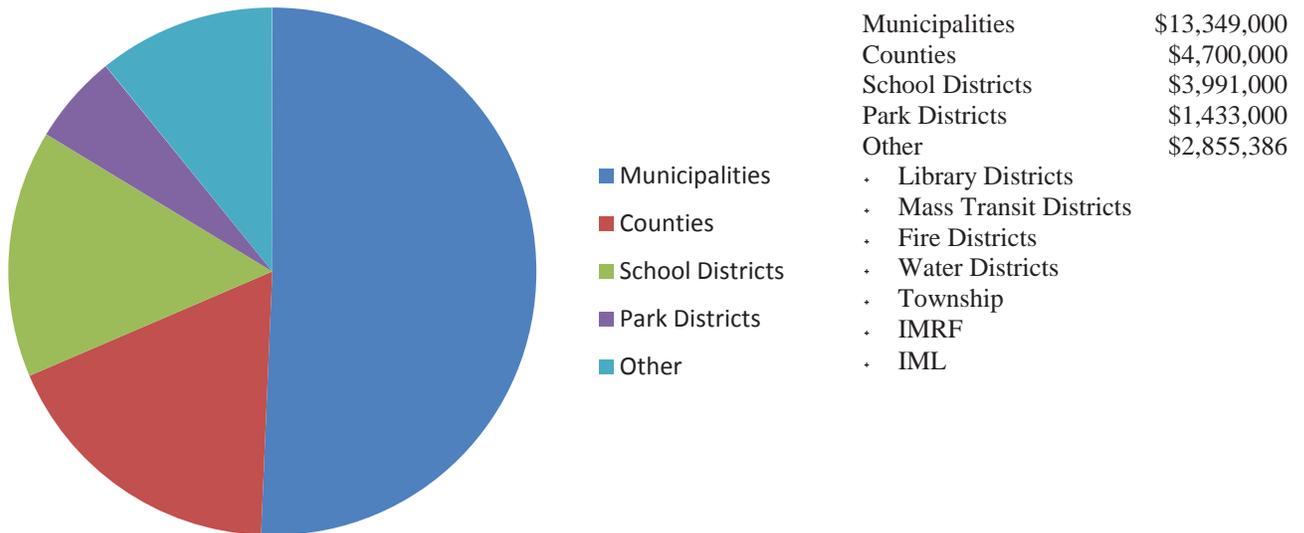
Note that City's sworn police and fire employees do not participate in IMRF and any SLBB they earn or accrue does not count toward or otherwise impact their pensions.

In 2012, the Pension Code was amended to require any participating entity in IMRF to pay the "present value" of certain pension benefits (also known as an "accelerated payment") if the reported earnings in any 12-month period in the final earnings period exceeds those from the previous 12-month period by the greater of 6% or 1.5 times the increase in the CPI-urban. Note that this is not a penalty, but instead is an upfront payment required under the pension system in lieu of paying the amount over 26 years with the remainder of the pension liability/payments (at higher interest).

The exceptions to the accelerated payment requirements are limited and this 2012 law has had a wide-spread impact on public bodies throughout the State of Illinois. In fact, as a result of this law, IMRF employers have paid over \$26,000,000 in accelerated payments, with another

approximate \$6,000,000 being paid or due and owing. In addition to the City, over 450 public bodies across the State of Illinois have made these payments. A breakdown, by public body type, of the aggregate cost of accelerated payments is as follows:

Accelerated Payments



As mentioned, the exceptions to the law are limited. For instance, the City could have continued the structured payout of the “present value” pension liability associated with SLBB over 26 years had it adopted a policy addressing SLBB for future classified employees prior to January 1, 2012. However, this exception would only have addressed less than 30% of the grandfathered employees. The remaining employees are in union contracts and the exception for those employees required the contracts to be in existence prior to January 1, 2012 and still be in existence (i.e., the same contract) at the time of the assessment. Accordingly, the narrow exception for those employees covered in union contracts creates the bulk of the liability for the present value payments.

In the City’s situation, the bulk of the accelerated payments required to be paid has resulted from how the City pays out SLBB. Again, where grandfathered employees have accrued a significant amount of SLBB, the structured payouts of the SLBB often increase the value of the employee’s earnings beyond the 6% threshold requiring the City to pay present value of any amount beyond the 6% increase. Either way, the City is paying the pension, but under the 2012 law, the City now has to pay the present value of the excess in advance upon separation of the employee instead of simply having the excess included in the 26-year payout period.

Staff estimates there are approximately 250 current grandfathered employees that would potentially be eligible for the structured SLBB payout if they stay with the City long enough. In reality, however, this number should be significantly less, due to the fact that a grandfathered employee is not eligible to receive the SLBB benefit until he/she has seventy-five (75) years of combined service and age with a minimum of fifteen (15) years of continuous service as a City

employee. The chart below indicates the number of grandfathered employees and their current accrued sick leave:

Sick Leave Hours (banked)	Number of Potential Grandfathered Employees
< 100 Hours	41
100 to 199 Hours	18
200 to 299 Hours	26
300 to 399 Hours	18
400 to 499 Hours	24
500 to 599 Hours	14
600 to 699 Hours	15
700 to 799 Hours	6
800 to 899 Hours	8
900 to 960 Hours	67
961 to 1440 Hours	15

Note that the number of grandfathered employees within chart to the left is likely to change over time. Specifically, many employees will never achieve the strict eligibility requirements (i.e., 75 years of combined age and service with 15 years of continuous service). Of those who become eligible, some may earn more sick leave and others may utilize or draw down the sick leave hours currently banked. Accordingly, the chart merely serves as a snapshot in time.

The IMRF liability for each employee varies by the projected value of their pension at the time of their retirement and depends on the length of service, age at retirement, salary, payable banked sick leave and vacation time. Accordingly, it is very difficult to ascertain the overall IMRF liability for the remaining grandfathered employees as it relates to sick leave buy back. There were notably some recent very high payments for director level employees who had higher salaries, very long terms of service and banked hours of sick leave (1440 under the old rules) and vacation. These payments, however, are not the norm and City staff believes the great majority of these have now been cycled through. As an example, based on a recent retirement, the City may expect to pay an accelerated payment of about \$22,000 for an employee in a union making about \$60,000, even with 960 hours of banked sick leave. Overall and on average, these accelerated payments are expected to make up a relatively small percentage of the City’s annual IMRF pension contributions going forward.

If the City were to change how SLBB is paid out to grandfathered employees and not pay it until two months after the employee retires, the payment would not be included in IMRF’s pension calculations, and, thus, the City’s overall pension liability would be reduced. However, several employees and union leaders have challenged the legality of enforcing such a change. Specifically, employees and union leaders have cited recent Illinois Supreme Court cases holding that if something qualifies as a benefit of the enforceable contractual relationship resulting from membership in one of the State’s pension or retirement systems, it cannot be diminished or impaired. The question of whether past City policies or collective bargaining agreements addressing how and when SLBB is paid are part of the enforceable contractual relationship resulting from membership in IMRF would likely be a question of first impression for the courts. We expect that the City’s implementation of any change to the method used to pay SLBB is likely to result in litigation.

SLBB Policy Options

- (1) *Require any new sick leave earned by grandfathered employees be paid two months after separation effective January 1, 2016, or later.*

Under this option, the City would enact a new policy providing that, effective January 1, 2016, or later, any new sick leave earned by grandfathered employees must be paid in a lump sum two months after the employee leaves or retires from the City. This policy would focus only on *new* SLBB earned and could further provide, if desired, a grace period for implementation. SLBB earned prior to the effective date could be paid through a structured payout. If the Council desires to pursue this option, a motion would be in order to direct staff to draft the ordinance with appropriate effective date.

- (2) *Require SLBB be paid with final paycheck*

If the City Council desires to end the practice of allowing SLBB to be structured as a multi-month payout for all SLBB accrued, as well as earned in the future. However, City staff recommends such a policy be effective January 1, 2019, to allow a grace period for those near retirement and planning for same. Such a policy would require SLBB to be paid with an eligible employee's final paycheck prior to retirement, in the form of the proposed alternate ordinance attached, in conformance with the intent of the 125% Rule discussed in the previous City Council memo. To effectuate the ordinance, the City Manager will provide notice to all grandfathered employees impacted by the change, describing any permitted transition period preceding the effective date of the ordinance. Upon the effective date, all SLBB would be paid out with the eligible employee's last payroll check. If the Council desires to pursue this option, a motion would be in order to direct staff to draft the ordinance with appropriate effective date.

- (3) *Adopt a Resolution restating the City's position against pension enhancements, directing staff to continue working on policies to lower the City's overall pension liabilities, and directing staff to complete a review of the City's benefit packages in comparison to other public and private sector entities.*

City staff has been working with representatives from the Illinois Municipal League and IMRF, as well as local legislators, to discuss legislative initiatives that could alleviate the impact of the accelerated payment requirement on the resources of public bodies, while also addressing general pension liabilities related to unused, accumulated sick leave, vacation or other similar hours. Pension legislation is often controversial and no guarantees can be made that any relief can be obtained. However, we do foresee potential proposals coming forward and at least a discussion on this during the next legislative session. During this interim time, the Human Resources Department is also looking at a complete restructuring of benefits, including comparisons with the types of benefits provided by the private sector and other municipalities. Part of this analysis will include discussion on whether the City should move to a paid time off ("PTO") system. Accordingly, the City Council may desire to essentially table any action on this matter and instead adopt a resolution formalizing its position against pension enhancements and direct staff to continue the work already underway. A sample resolution is attached.

- (4) *Other Options*

The Council is free to consider and discuss other options. However, staff would encourage any other options to be fully vetted so that the Council can be made aware of all surrounding issues.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Multiple meetings were held with City employees on this matter and with union leadership. A meeting was also held with representatives from the Illinois Municipal League, Illinois Municipal Retirement Fund, and local legislators.

FINANCIAL IMPACT: It is difficult to assess the financial impact of these options at this time. Staff will reassess after receiving guidance from the City Council on which option to pursue.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales, City Manager

Attachments: Attachment 1: Resolution
Attachment 2: October Presentation
Attachment 3: SLBB Meeting Notes
Attachment 4: L699 Letter
Attachment 5: Supreme Court Ruling

Motion: Seconded by:

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

Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as [Public Acts](#) soon after they become law.

For information concerning the relationship between statutes and Public Acts, refer to the [Guide](#).

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

LOCAL GOVERNMENT**(50 ILCS 155/) Local Government Wage Increase Transparency Act.**

(50 ILCS 155/1)

Sec. 1. Short title. This Act may be cited as the Local Government Wage Increase Transparency Act.

(Source: P.A. 99-646, eff. 7-28-16.)

(50 ILCS 155/5)

Sec. 5. Disclosure of certain wage increases made to employees under Article 7 of the Illinois Pension Code.

(a) This Section applies only to a participating employee under Article 7 of the Illinois Pension Code (IMRF) who began participation before January 1, 2011 and who is not subject to a collective bargaining agreement with respect to the employment upon which the participation is based.

(b) The definitions in Article 7 of the Illinois Pension Code also apply to this Section.

As used in this Section, "disclosable payment" means a payment, whether in the form of an increase in the rate of earnings or a lump-sum payment, that:

(1) would be made by a participating employer to a participating employee after the employee has expressed to the employer his or her intent to retire or withdraw from service;

(2) would have the effect of increasing the employee's reportable monthly earnings from that employer by more than 6% compared to the previous month; and

(3) would be made between 12 months and 90 days prior to the employee's expected termination of service.

However, "disclosable payment" does not include a refund of contributions or any payment required to be paid by State or federal law.

(c) A disclosable payment shall not be made or payable unless the governing body of that participating employer has first discussed the specific payment to be made at a meeting open to the public and posted and held in accordance with the requirements of the Open Meetings Act. At the meeting, the governing body shall, at a minimum, disclose (1) the identity of the employee, (2) the purpose and amount of the increase or payment, (3) the proposed retirement date, (4) the effect of the payment upon the expected retirement annuity of the employee, and (5) the effect of the payment upon the liability of the employer to the Article 7 Fund.

(d) The determination of whether the disclosable payment is permissible under this Section shall rest exclusively with the employer.

(e) A participating employer may not make a disclosable

payment to an employee in a manner inconsistent with this Section. This Section is a denial and limitation of home rule powers and functions under subsection (h) of Section 6 of Article VII of the Illinois Constitution.

(Source: P.A. 99-646, eff. 7-28-16.)

(50 ILCS 155/90)

Sec. 90. (Amendatory provisions; text omitted).

(Source: P.A. 99-646, eff. 7-28-16; text omitted.)

(50 ILCS 155/99)

Sec. 99. Effective date. This Act takes effect upon becoming law.

(Source: P.A. 99-646, eff. 7-28-16.)