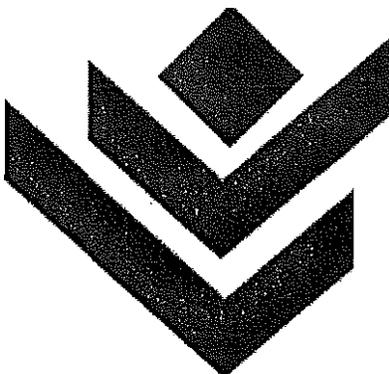




CITY OF
BLOOMINGTON
COUNCIL MEETING
JUNE 25, 2018



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

AGENDA



**CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, JUNE 25, 2018; 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 John Argenziano to the Board of Library Trustees.
 - B. Appointment of Jeffery Crabill to the Cultural 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 June 11, 2018 Regular City Council Meeting.
(Recommend the reading of the minutes 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, Procurement Card Purchases, and Electronic Transfers in the amount of \$8,217,049.27. *(Recommend the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$8,217,049.27, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving Appointments to Various Boards and Commissions. *(Recommend John Argenziano be appointed to the Board of Library Trustees and Jeffery Crabill be appointed to the Cultural Commission.)*
- D. Consideration of the Purchase of one (1) Dump Truck Chassis from National Auto Fleet Group, using the National Joint Powers Alliance (NJPA), in the amount of \$108,298, as requested by the Transmission and Distribution Division of the Water Department. *(Recommend the Purchase of one (1) 2018 Kenworth Model T370 Chassis from National Auto Fleet Group using the National Joint Powers Alliance (NJPA) (Contract #081716-KTC, expires 11/15/2020), in the amount of \$108,298, be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*
- E. Consideration of the Purchase of one (1) replacement Backhoe from John Deere Construction Rental Sale of Moline, IL, using the National Joint Powers Alliance Joint Purchasing contract, in the amount of \$150,450, as requested by the Transmission and Distribution Division of the Water Department. *(Recommend the purchase of one (1) 2018 John Deere 410L Backhoe from John Deere Construction Rental Sale of Moline, IL, using the National Joint Powers Alliance Joint Purchasing (Contract # 032515-JDC, expires 5/19/2019), in the amount of \$150,450, be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*
- F. Consideration of a Sidewalk Easement Agreement, in the amount of \$7,910, effective immediately, between Commerce Bank and the City of Bloomington, in conjunction with the FY 2019 General Resurfacing Contract, which includes resurfacing Fairway Drive, as requested by the Public Works Department. *(Recommend the Sidewalk Easement Agreement between Commerce Bank and the City of Bloomington, in the amount of \$7,910, in conjunction with the FY 2019 General Resurfacing Contract, which includes resurfacing Fairway Drive, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*
- G. Consideration of an Ordinance Amending the Fiscal Year 2018 Budget and approval of a Professional Services Contract with the Farnsworth Group, Inc., in the amount of \$106,000, using donated funds raised by the Friends of the BCPA/BCPA Capital Campaign, for Professional Architectural Services to Design HVAC Upgrades at the Creativity Center (RFQ 2016-04), as requested by the Parks, Recreation, and Cultural Arts Department. *(Recommend (1) the Ordinance Amending the Fiscal Year 2019 Budget to fund a Professional Services Contract with Farnsworth Group, Inc., in the amount of \$106,000.00, using donated funds*

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raised by the Friends of the BCPA/BCPA Capital Campaign, be approved and the Mayor and City Clerk be authorized to execute the Ordinance; and (2) the Professional Services Contract with Farnsworth Group for Professional Architectural Services to Design HVAC Upgrades at the Creativity Center (RFQ 2016-04) be approved, and the Interim City Manager and the City Clerk be authorized to execute the Contract.)

H. Consideration of:

- a) a Resolution approving an Intergovernmental Agreement with the City of Bloomington Township for the provision of various services, including Information Services, Mowing, Snow Removal, and Outdoor Lighting; and
- b) a Resolution approving the Intergovernmental Agreement between the City of Bloomington and the City of Bloomington Township Relating to the Provision of IT Services to the City of Bloomington Township Assessor, as requested by the City of Bloomington Township and recommended by the Legal Department.

(Recommend:

- a) a Resolution approving the Intergovernmental Agreement between the City of Bloomington and the City of Bloomington Township for the Provision of Various City Services; and*
- b) a Resolution approving the Intergovernmental Agreement between the City of Bloomington and the City of Bloomington Township Relating to the Provision of IT Services to the City of Bloomington Township Assessor be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

- I. Consideration of an Ordinance approving an Amended Preliminary Plan, submitted by F.O.B. Development Inc., entitled “Empire Business Park Amended Preliminary Plan” for 34.90 acres located at the northeast corner of Empire Street/IL Route 9 and Airport Road, dated May 8, 2018, as requested by the Community Development Department – Planning Division. *(Recommend the Ordinance approving an Amended Preliminary Plan, submitted by F.O.B. Development Inc., entitled “Empire Business Park Amended Preliminary Plan” for 34.90 acres located at the northeast corner of Empire Street/IL Route 9 and Airport Road, dated May 8, 2018, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of an Ordinance which Rescinds Ordinance 2018-38 and approves a Petition from F.O.B. Development Inc. for an Easement Vacation Plat for Empire Business Park Eighth Addition and a Final Plat for Empire Business Park Ninth Addition, located east of

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Airport Road, south of Cornelius Drive, and north of Empire Street, as requested by the Public Works Department. *(Recommend the Ordinance which Rescinds Ordinance 2018-38 and approves a Petition from F.O.B. Development Inc. for an Easement Vacation Plat for Empire Business Park Eighth Addition and a Final Plat for Empire Business Park Ninth Addition, located east of Airport Road, south of Cornelius Drive, and north of Empire Street be approved, subject to the petitioner paying the required tap-on fees, and the Mayor and City Clerk authorized to execute the necessary documents.)*

- K. Consideration of 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 at Davis Lodge at Lake Bloomington on July 14, 2018, the request from Joel Eagles and Rachel Gladden to allow moderate consumption of alcohol, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on July 14, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- L. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property on Saturday, July 14, 2018 from 9:00 a.m. to 5:00 p.m. in specified areas of downtown Bloomington associated with the Bloomington Cycle Race Team for the Annual Criterium Bike Race, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Saturday, July 14, 2018 from 9:00 a.m. to 5:00 p.m. in specified areas of downtown Bloomington associated with the Bloomington Cycle Race Team for the Annual Criterium Bike Race be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- M. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property on Saturday, July 7, 2018 from 10:00 a.m. to 10:00 p.m. in specified areas of downtown Bloomington associated with the Bloomington Edge Music Festival and Block Party, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Saturday, July 7, 2018 from 10:00 a.m. to 10:00 p.m. in specified areas of downtown Bloomington associated with the Bloomington Edge Music Festival and Block Party be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

8. "Regular Agenda"

- A. Consideration of a Resolution appointing Timothy A. Gleason as City Manager and approving the City Manager's Employment Contract, as requested by the Human Resources Department. *(Recommend the Resolution appointing Timothy A. Gleason as City Manager,*

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effective July 23, 2018, and approving the City Manager's Employment Contract, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Tari Renner, Mayor, 5 minutes.)

- B. Consideration of an Ordinance Amending the City Code to Clarify Provisions on Agenda Management, as requested by the Legal Department. *(Recommend The Ordinance Amending the City Code regarding how Council Meeting Agendas are set and determined be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jeffrey Jurgens, Corporation Counsel 5 minutes, Council discussion 15 minutes.)*
- C. Presentation and action on a Resolution outlining the City's Guidelines for the utilization of Tax Increment Financing, as recommend by the City's Community Development Department - Office of Economic Development. *(Recommend the Resolution outlining the City's Guidelines for the utilization of Tax Increment Financing be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jeffrey Jurgens, Corporation Counsel 15 minutes, Council discussion 15 minutes.)*
- D. Consideration of three (3) Ordinances and three (3) Alternative Motions to establish the proposed Downtown East Washington Street Redevelopment Project Area (TIF District), as requested by the Community Development Department – Office of Economic Development.

Recommend the following:

Staff Recommend Motions:

- (a) *The Ordinance Approving the TIF Redevelopment Plan for the Downtown East Washington Street Redevelopment Project Area be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.*
- (b) *The Ordinance Designating the proposed Downtown East Washington Street Redevelopment Project Area, a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.*
- (c) *The Ordinance Adopting Tax Increment Allocation Financing for the Downtown East Washington Street Redevelopment Project Area be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.*

Alternative Motions: *(In order to avoid the requirement for an additional public hearing and comply with the TIF Act, the following motions are proposed)*

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- (a) *The Ordinance Approving the TIF Redevelopment Plan for the Downtown East Washington Street Redevelopment Project Area be tabled until the City Council Meeting on July 23, 2018.*
- (b) *The Ordinance Designating the proposed Downtown East Washington Street Redevelopment Project Area, a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act be tabled until the City Council Meeting on July 23, 2018.*
- (c) *The Ordinance Adopting Tax Increment Allocation Financing for the Downtown East Washington Street Redevelopment Project Area be tabled until the City Council Meeting on July 23, 2018.*

(Presentation by Bob Mahrt, Community Development Director, 15 minutes, City Council discussion 15 minutes)

- E. Consideration of a Resolution approving a Memorandum of Understanding between the City and the Economic Development Council of the Bloomington-Normal Area (BNEDC), wherein the BNEDC will provide economic development consulting services for the City in the amount of \$100,000 during the City's Fiscal Year 2019 as requested by the BNEDC and the City's Community Development Department. *(Recommend the Resolution approving a Memorandum of Understanding between the City and the Economic Development Council of the Bloomington-Normal Area be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Bob Mahrt, Community Development Director, 10 minutes; City Council discussion 10 minutes).*
- F. Consideration of a Resolution to provide \$125,000 to the Economic Development Council of the Bloomington-Normal Area (BNEDC) in support of the B-N Advantage Economic Development Strategy as requested by the BNEDC, the McLean County Chamber of Commerce, and the Community Development Department. *(Recommend the Resolution supporting and funding the B-N Advantage, a Collaborative Economic Development Strategy for the Bloomington-Normal-McLean County Region be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Bob Mahrt, Community Development Director, 10 minutes; City Council discussion 10 minutes).*
- G. Presentation and discussion on prioritization/implementation of Downtown Bloomington Task Force recommendations (non-catalyst projects), as requested by the Community Development Department. *(Presentation and discussion only.) (Presentation by Bob Mahrt, Community Development Director, 15 minutes)*
- H. Consideration of the following items from the Public Works Department:

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- a) Consideration of the Purchase of four (4) pieces of equipment required for two (2) Knuckleboom Trucks with Chassis from National Auto Fleet Group, using the National Joint Powers Alliance Joint Purchasing Contract, in the amount of \$308,819.96, as requested by the Public Works Department. *(Recommend the purchase of four (4) pieces of equipment required for two (2) Knuckleboom Trucks (two (2) Pac-Mac Knuckleboom Model KBF-20HJ and TKB2030 Scow Body Trucks, using the National Joint Powers Alliance (NJPA) (Contract #031014HOL-MAC), in the amount of \$129,463.96, and two (2) 2018 Kenworth Model T370 Chassis from National Auto Fleet Group in the amount of \$179,356.00, using the National Joint Powers Alliance (NJPA) (Contract #801716-KTC, expires 11/15/2020)), for a total of \$308,819.96, be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*
- b) Consideration of an MFT Resolution Approving Payments for Street Lighting Electrical Energy and Rental Charges through the FY 2019 Motor Fuel Tax (MFT) General Maintenance Program, in the amount of \$870,000, for the period May 1, 2018 through April 30, 2019, as requested by the Public Works Department. *(Recommend the MFT Resolution Approving Payments for Street Lighting Electrical Energy and Rental Charges through the FY 2019 Motor Fuel Tax (MFT) General Maintenance Program (19-00000-00-GM), in the amount of \$870,000, for the period May 1, 2018 through April 30, 2019, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

(Presentation by Jim Karch, Public Works Director, 5 minutes, City Council discussion, 5 minutes.)

- 9. City Manager's Discussion**
- 10. Mayor's Discussion**
- 11. City Aldermen's Discussion**
- 12. Executive Session – Collective Bargaining *Per Section 2(c)(2) of 5 ILCS 120/2* (10 minutes)**
- 13. Adjournment**
- 14. Notes**

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RECOGNITIONS



Council Date: June 25, 2018

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Appointment of John Argenziano to the Board of Library Trustees.

- B. Appointment of Jeffery Crabill to the Cultural Commission.

CONSENT AGENDA

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

FOR COUNCIL: June 25, 2018

SUBJECT: Consideration of approving the Minutes of the June 11, 2018 Regular City Council Meeting.

RECOMMENDATION/MOTION: The reading of minutes be dispensed and approved as printed.

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

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

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

In compliance with the Open Meetings Act, Council Proceedings must be approved 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: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

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

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- June 11, 2018 Regular City Council Meeting Minutes

**SUMMARY MINUTES OF THE MEETING
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS MONDAY, JUNE 11, 2018; 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, June 11, 2018.

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

Aldermen: Jamie Mathy, David Sage (Arrived 7:02 p.m.), Mboka Mwilambwe, Amelia Buragas, Scott Black, Joni Painter, Diana Hauman, Kim Bray, Mayor Pro Tempore Karen Schmidt, and Mayor Tari Renner (Absent).

Staff Present: Steve Rasmussen, Interim City Manager; Jeffrey Jurgens, Corporation Counsel; Cherry Lawson, City Clerk; Scott Rathbun, Interim Finance Director; Scott Sprouls, IS Director; Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; Bob Yehl, Water Director; Clay Wheeler, Police Chief; Melissa Hon, Asst. to the City Manager; Bob Mahrt, Community Development Director; Kevin Kothe, City Engineer; Ryan Otto, City Engineer; Russ Waller, Facilities Manager; Patti-Lynn Silva, Chief Accountant; and other City staff were also present.

Recognition/Appointments

- A. Appointment of Scott Rathbun as Treasurer for the City of Bloomington.
- B. Appointment of Terry Ballantini to the Board of Zoning Appeals.
- C. Recognition of the following individuals for participation in the Benjamin School Trail project, which received the APWA Illinois Chapter Public Works Project of the Year 2018 Award for Transportation, Trails less than \$5 million:
 - (a) Greg Kallevig, Bob Yehl, Steve Arney, and Kevin Kothe.
- D. Recognition of the following individuals for participation in the HoJo & Wittenberg Sewer Improvements project, which received the APWA Illinois Chapter Public Works Project of the Year 2018 Award for Environmental Project:
 - (a) Kevin Kothe, Jeff Raines, Ward Snarr, Steve Arney, Ryan Otto, and Luke Thoele.
- E. Recognition of the following individuals for participation in the Brick Streets Master Plan project, which received the APWA Illinois Chapter Project of the Year 2018 Award for Technical Innovation and Management Innovation:
 - (a) Ryan Otto, Michael Hill, Jeffrey Kohl, Kevin Kothe, and Jim Karch.

- F. Recognition of Jason Kennedy for receiving the APWA Illinois Chapter Maintenance Worker of the Year 2018 Award.
- G. Recognition of Kevin Kothe for receiving the APWA Illinois Chapter Supervisor of the Year 2018 Award.
- H. Recognition of Jeffrey Kohl for receiving the APWA Illinois Chapter Technician of the Year 2018 Award.
- I. Recognition of Luke Thoele for receiving the APWA Illinois Chapter Engineer of the Year 2010 Award.

Public Comment

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

Ellen Schroeder-Concklin	Gary Lambert
Scott Stimeling	Judy Stearns

“Consent Agenda”

*Items listed on the Consent Agenda are approved with one motion, and is provided in **BOLD**, and items that Council pull from the Consent Agenda for discussion are listed with a notation **Pulled from the Consent Agenda**.*

Motion by Alderman Hauman and seconded by Alderman Painter that the Consent Agenda be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A. Consideration of approving the Minutes of the May 29, 2018 Regular City Council Meeting. (Recommend the reading of minutes be dispensed and approved as printed.)

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$7,557,243.47. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$7,557,243.47, and orders drawn on the Treasurer for the various amounts, as funds are available.)*

The following was presented:

Item 7C. Consideration of Approving an Appointment to the Board of Zoning Appeals. *(Recommend Terry Ballantini be appointed to the Board of Zoning Appeals.)*

The following was presented:

Item 7D. Consideration of Approving an Appointment of Treasurer for the City of Bloomington. *(Recommend Scott Rathbun be appointed as City Treasurer for the City of Bloomington.)*

The following was presented:

Item 7E. Consideration of a Purchase of a Green Climber F300 Pro Slope Mower from Green Climber of North America, Inc., in the amount of \$39,950.00 (City Bid #2019-03), as requested by the Water Department. *(Recommend the Purchase of a Green Climber F300 Pro Slope Mower for the required maintenance of the dams and spillways at Lake Bloomington and Evergreen Lake and the Fill-Site at Lake Bloomington be approved, in the amount of \$39,950.00, and the Procurement Manager be authorized to issue a Purchase Order.)*

The following was presented:

Item 7F. Consideration of a Contract with Klean Korner for Janitorial Services, in the amount of \$68,692.80, at City Hall, the Public Works Garage, Fleet Maintenance, and Water Administration, as requested by the Administration – Facilities Department. *(Recommend the Contract with Klean Korner for Janitorial Services, in the amount of \$68,692.80, at City Hall, the Public Works Garage, Fleet Maintenance, and Water Administration, as the lowest responsible bidder, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents and the Procurement Manager be authorized to execute a purchase order.)*

The following was presented:

Item 7G. Consideration of an Ordinance approving an Amendment to the 2015 Amended and Restated Lease Agreement with the Public Building Commission and McLean County, reducing the City's payment due under the lease for 2019 by \$36,257, as requested by the Legal Department. *(Recommend the Ordinance approving an Amendment to the 2015 Amended and Restated Lease Agreement with Public Building Commission of McLean County and the County of McLean, reducing the City's rental payment for 2019 by \$36,257, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 40

AN ORDINANCE APPROVING AN AMENDMENT TO THE

SUMMARY MINUTES OF THE MEETING
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS MONDAY, JUNE 11, 2018, 7:00 P.M.

AMENDED AND RESTATED LEASE AGREEMENT

The following was presented:

Item 7H. Consideration of an Ordinance Amending the FY 2019 Budget for the Fiscal Year Ending April 30, 2019, to allow the Expenditure of Donated Funds in the amount of \$40,000, in relation to the City's Firefighter Memorial Project, and a Contract for \$40,000 with Andrew Jumonville, an artist from Bloomington, to design, fabricate, and install a six (6) foot bronze statue of a Bloomington firefighter to be mounted at the Fire Service Memorial location at Miller Park, as requested by the Bloomington Fire Department. *(Recommend (1) an Ordinance Amending Ordinance 2018-23 for the FY 2019 Budget for the Fiscal Year Ending April 30, 2019, in the amount of \$40,000 be approved, and the Mayor and City Clerk be authorized to execute same; and (2) the Interim City Manager be authorized to negotiate and execute a Contract, in the amount of \$40,000, with Andrew Jumonville to design, fabricate, and install a six (6) foot bronze statue of a Bloomington firefighter, as the lowest quote and as a limited source for the necessary artistic style.)*

ORDINANCE NO. 2018 – 41

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2019

The following was presented:

Item 7I. Consideration of a Petition for the Lake Bloomington Lease Transfer of Lots 5 and 8 in Block 23 in Camp Potawatomie from Edward Sepke to Amy and Kyle Tague, as requested by the Water Department.

(Recommend the Lake Lease Transfer be approved, subject to the following contingencies:

1. *the proposed lessees enter into a supplemental attachment to the lot lease incorporating the following as terms into the lease:*
 - a) *the septic tank and seepage field will be brought up to current code requirements within six months of entry into the new lease;*
 - b) *the new lease holder will pay the City of Bloomington for the assessed value of any and all trees that may be removed or impacted by the septic system improvements prior to septic system work;*
2. *any and all lease and refuse fees due to the City are paid in full;*
3. *the City is provided with documentation of the sale of the house located on the property; and*
4. *the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7J. Consideration of an application submitted by Tony's Tacos, Inc., d/b/a Tony's Tacos Downtown located at 105 W. Front Street, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, Sunday Sales) which would allow the sale of all types of alcohol by the glass for consumption on

the premises seven (7) days a week, as requested by the City Clerk's Office. (*Recommend the application of Tony's Tacos, Inc., d/b/a Tony's Tacos Downtown located at 105 W. Front Street, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, Sunday Sales) which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved contingent upon compliance with all health and safety codes and compliance with BASSET training requirements.*)

The following was presented:

Item 7K. Consideration of an application submitted by Hacienda Leon, Inc., d/b/a Hacienda Leon located at 407 N. Hershey Road, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, Sunday Sales) which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. (*Recommend the application of Hacienda Leon, Inc., d/b/a Hacienda Leon located at 407 N. Hershey Road, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, Sunday Sales) which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved contingent upon contingent with all health and safety codes and compliance with BASSET training requirements.*)

The following was presented:

Item 7L. Consideration of an application submitted by T-V-E-O Corporation d/b/a Eric's Too, located at 921 Maple Hill Road, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, Sunday Sales) which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. (*Recommend the application submitted by T-V-E-O Corporation d/b/a Eric's Too, located at 921 Maple Hill Road, requesting a RAS Class liquor license (Restaurant, All Types of Alcohol, Sunday Sales) which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved contingent upon compliance with all health and safety codes and compliance with BASSET training requirements.*)

“Regular Agenda”

The following was presented:

Item 8A. Consideration of a Resolution Establishing Prevailing Wages to be paid to Laborers, Workers, and Mechanics Engaged in Public Works with the City of Bloomington, as required by law and requested by the Legal Department. (*Recommend the Resolution Establishing Prevailing Wages to be paid to Laborers, Workers, and Mechanics Engaged in Public Works with the City of Bloomington be approved, and the Mayor and City Clerk authorized to execute the necessary documents.*) (*Presentation by Jeffrey Jurgens, Corporation Counsel, 5 minutes, City Council discussion, 10 minutes*)

Mr. Jurgens stated every June it is required by law that Council approve and set the prevailing wage rates, by law, by the Prevailing Wage Act. This resolution is brought forward every year. Our resolution goes a little further than what the state law requires. In that, we require prevailing wage to be paid on projects that involve economic incentives from the City, or supported by things like tax increment financing or other tax incentives. That language has historically been in our resolution, and the City has included it in this resolution as well. At the last Council Meeting, there was discussion that was brought up by Mike Matejka on behalf of the laborers about whether or not some additional tweaks or language was necessary.

Staff had an opportunity, last Friday, to meet with Mr. Matejka, Alderman Schmidt, myself, and Director Bob Mahrt as well. It does not appear that there is currently an issue on enforcing this in the City of Bloomington. At this point, though, the thought from that meeting was to go ahead and allow this resolution to come forward as-is, as it does every year. We will then look at revisiting whether we need to amend or add some language, whether it be to this ordinance or to a future revision to the Economic Incentive Guidelines in the future.

RESOLUTION NO. 2018 – 34

A RESOLUTION OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS
ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS, WORKERS AND
MECHANICS ENGAGED IN PUBLIC WORKS
WITH THE CITY OF BLOOMINGTON

Motion by Alderman Black second by Alderman Bray that Council approves the Resolution Establishing Prevailing Wages to be paid to Laborers, Workers, and Mechanics Engaged in Public Works with the City of Bloomington be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8B. Consideration of an Ordinance Amending the City Code provision changing the Name from the “Cultural District Commission” to the “Cultural Commission” and Amending the Powers and Duties of the Commission, as requested by the Community Development Department – Downtown Development Division. *(Recommend the Ordinance Amending the City Code provision changing the Name from the “Cultural District Commission” to the “Cultural Commission” and Amending the Powers and Duties of the Commission be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Bob Mahrt, Community Development Director, 10 minutes, City Council discussion, 15 minutes.)*

Mr. Mahrt provided a brief overview and historical perspective on the Cultural District Commission and its split from the Friends of the BCPA. The City Council established at the time the Downtown Arts Commission, and their intent at that time was to create an anchor on the north side for all the cultural amenities in that area. Its task at the time, and very similar to the task that is currently listed in the municipal code, was to recommend programming, expenditure of funds, and solicit citizen cooperation. Council at the time needed that advisory group to bounce ideas off when we were going through the acquisition phases of the district in that area. In 2003, the name changed from the Downtown Arts Commission to the Cultural

District Commission. They established modified bylaws and the responsibilities, very similar to the original legislation. In 2004, there was one more change made to the bylaws, or the municipal code, and that was to add a City Council member as the 14th member of the Commission.

The ordinance before Council is the potential changes to the existing code that was adopted back in 2004, with some other minor modifications in 2007. He explained the concept of a physical structure versus a community development approach to arts, culture, and special event programming for the community. We have to get away from the idea that the District is a physical structure, and move away from that name change, from Cultural District, that puts a place to it, and make it more of a Cultural Commission, that lets it more broaden the scope throughout the community.

Within the current membership, each member serves a three-year term, a maximum of nine years. There are currently 14 members, appointed by the Mayor and confirmed by Council. From the list, we have eight active members. It is down six members and is an active group. The Commission has been re-forming and reinvigorating itself following the split from the Parks Department and the Cultural Commission. Its Mission Statement now reads, "The Bloomington Cultural Commission, through advocacy, education and support, is dedicated to inspiring accessible and diverse artistic and cultural experiences, thus enhancing the value of the community's creative and economic life."

Mr. Mahrt requested a review of the proposed ordinance amendments with Cultural Commission as they are proposing to eliminate the name "District," to adopt a community-wide approach to the service of art and culture in the community. Section 81 (a), the membership would reduce from 14 to 11, at the request of the Commission. Under (b), there are no proposed changes; however, want to stress that we would meet not less than once per month, to maintain continuity. The Commission has been meeting twice monthly because they want to be active and move this forward. The other is (c) [1], "To serve as an advisory body to the City Council, the City Manager, and other City officials in creating, developing plans for, and supporting Cultural Districts." Number two, "To recommend to the City Council, City Manager, and other City officials cultural programs of any description or variety calculated to enhance the viability of Cultural Districts and the community." Number three, "To work with appropriate City personnel to establish means to elicit public participation in and support of Cultural Districts and other cultural programs, and helping to fully integrate the arts, in all their diversity, into the fabric of civic life." Number four, there were no changes.

The intent of these recommendations from the Commission is the formal name change will best reflect the Commission's expanded role to support arts and culture throughout the community, and it really hits on the mark for their Comprehensive Plan. In reviewing the main themes of the Comprehensive Plan related to arts and culture, (1) "To create a unique identity for the Bloomington arts and culture scene;" (2) "Support and promote arts and culture in the community;" (3) "Increase community awareness;" "Increase the visibility for arts and culture scene," and number four, or number five, "Actually encourage use of public art."

The Cultural Commission and Beautification Committee play off each as it relates to the landscaping and aesthetics, arts, culture, music, special events, and public art. If in the future Council determine it, wishes to expand on the duties or reduce the duties staff would bring it forward.

Alderman Mathy stated this process started from a conversation 18 months ago in trying to figure out what the purpose of the Cultural District. There was no legal district that had ever been drawn. This was discovered when they tried to apply for some grants from state and national level, and learned that

Bloomington did not qualify, as there was no formal district. He provided additional historical content related to the Cultural District. In his opinion, the next step should be to define what a real district looks like so that we can pursue state and federal grants to do things in Bloomington.

Mr. Mahrt stated one of the items on their work plan is creating criteria for the establishment of Centers, Cultural Centers, and Cultural Districts. They are using as a model other states in the Midwest that have enabling legislation of what defines a Cultural District. They are reviewing the state enabling legislation and trying to apply that to our own potential district designations for the City of Bloomington.

Alderman Painter stated she is not opposed to this, but wondered whether this would take away resources for our Downtown Revitalization and the focus that we has been on downtown. Mr. Mahrt stated staff would be reviewing the Comprehensive Plan at how the downtown would transition over time through the changes in our zoning ordinance. That would include making the downtown core within the buckle the D1 district, and it would have a more urban feel, and then the peripheral areas directly adjacent to the downtown area would be a D2 district and have more of a suburban feel, as you get further away and closer to the residential neighborhoods. The third district, D3 district the warehouse district with modification to the zoning ordinance, to allow for more craftsmen-type art, more grungy urban. A vibe there is different from what you would find in our gallery district.

Alderman Mathy stated Tom Dabareiner, former Community Development Director thought that if we were going to designate an initial Cultural District, that it needed to be smaller and more focused to create a bigger impact in a smaller district.

Alderman Black indicated his support for the name change and amendments.

Mayor Pro-Tem Schmidt asked why there are parentheses around the 'S' on districts. Should she assume that these districts could also overlay with other zones or other districts. Mr. Mahrt stated to some degree, that the overall goal is to have the Commission to be inclusive of the community.

Alderman Mwilambwe inquired about our current financial commitment with the Cultural District Commission, and what is anticipated it to be with the future Commission. Mr. Mahrt stated it is just staff support. There is no specific line item for the Cultural District; however, if that should change in the future, staff would bring it to Council for its consideration. This is an advisory commission to the Council, that Council has the ultimate authority on the Cultural Commission's recommendations.

ORDINANCE NO. 2018 – 42

AN ORDINANCE AMENDING THE CITY CODE PROVISIONS ON THE CULTURAL DISTRICT COMMISSION

Motion by Alderman Black second by Alderman Mathy that Council approves the Ordinance Amending the City Code provision changing the Name from the “Cultural District Commission” to the “Cultural Commission” and Amending the Powers and Duties of the Commission be approved, 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 Mathy, Mwilambwe, Sage, Buragas, Black, Painter, Hauman, Bray, and Schmidt.

Nays: None.

Motion carried.

City Manager's Discussion

Mr. Rasmussen congratulated the Downtown Bloomington Association and our own Downtown Development Division for a great celebration last week downtown, when we hosted the Cogs and Corsets special event. He announced upcoming events in the area for week.

Mayor's Discussion

Mayor Pro-Tem Schmidt announced for the record that Mayor Renner is attending the U.S. Conference of Mayors and is expected back on Tuesday.

City Aldermen's Discussion

There were no reports from the Aldermen.

Adjournment

Motion by Alderman Mwilambwe seconded by Alderman Buragas adjourning the meeting. Meeting adjourned at 7:52 p.m.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: June 25, 2018

SUBJECT: Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$8,217,049.27.

RECOMMENDATION/MOTION: The Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$8,217,049.27, 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 \$8,217,049.27 (Payroll total \$2,586,572.22, Accounts Payable total \$5,409,485.08, Procurement Card Purchases total \$176,163.03, and Electronic Transfers total \$44,828.94).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Scott Rathbun, Interim Finance Director

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen". The signature is fluid and cursive, with the first name "Steve" being more prominent.

Steve Rasmussen,
Interim City Manager

Attachment:

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

CITY OF BLOOMINGTON FINANCE REPORT

Council of June 25, 2018

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
6/7/2018	\$ 1,507,760.85	\$ 387,245.66	\$ 1,895,006.51
6/8/2018	\$ 251,603.83	\$ 82,420.29	\$ 334,024.12
6/15/2018	\$ 257,022.04	\$ 82,378.52	\$ 339,400.56
6/7/2018-6/15/2018	\$ 15,836.18	\$ 2,304.85	\$ 18,141.03
Off Cycle Adjustments			
		PAYROLL GRAND TOTAL	\$ 2,586,572.22

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
6/25/2018	AP General	\$ 5,120,412.00
6/25/2018	AP Comm Devel	\$ 54,645.20
6/25/2018	AP IHDA	\$ 1,140.00
6/25/2018	AP Library	\$ 145,391.43
6/25/2018	AP MFT	\$ 2,818.47
6/13/2018-6/20/2018	Off Cycle Check Runs	\$ 85,077.98
5/28/2018-6/24/2018	AP Bank Transfers	\$ 44,828.94
	AP GRAND TOTAL	\$ 5,454,314.02

PCARDS

Date Range	Total
5/01/2018-5/31/2018	\$ 176,163.03
PCARD GRAND TOTAL	\$ 176,163.03

TOTAL	\$ 8,217,049.27
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Respectfully,

F. Scott Rathbun
Interim Finance Director



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: June 25, 2018

SUBJECT: Consideration of Approving Appointments to Various Boards and Commissions.

RECOMMENDATION/MOTION: John Argenziano be appointed to the Board of Library Trustees and Jeffery Crabill 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:

Board of Library Trustees. John Argenziano to the Board of Library Trustees. John will be fulfilling the term previously held by Alex Cardona who resigned 5-31-18. John's term will be effective immediately and will expire 4-30-20 at which time he will be eligible to reapply. Application is on file in the Administration Office.

Cultural District Commission. Jeffery Crabill to the Cultural District. Jeffery's term will be effective immediately and will expire 4-30-21 at which time he will be eligible to reapply. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen
Interim City Manager

Attachments:

- Roster

Cultural District Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Email	Street	City	Zip	Ward	Home Phone	Work Phone	Cell Phone	Notes
x		Ryan	Huette	04/30/18	2015	05/11/15									
x		Angelique	Racki	04/30/20	2016	03/27/17									
x		Tricia	Stiller	04/30/19	2015	10/24/16									
x	Chair	Kellie	Williams	04/30/19	2016	11/14/16									
x		Scott	Koets	04/30/21	2016	04/23/18									
x	Council	Emily	Vigneri	04/30/18	2016	12/19/16									
x		Nikita	Richards	04/30/19	2016	11/28/16									
x		Ronald	Crick	04/30/19	2017	05/22/17									
x		Julia	Cozad-Callighan	04/30/21	2018	03/26/18									
x		Carole	Ringer	04/30/19	2010	03/28/16									
x		Loreto	Delgado III	04/30/20	2017	05/22/17									
x		Vicki Lynn	Tilton	04/30/18	2012	02/23/15									
x		Jesse	Smart	04/30/21	2016	4/23/2018									
x		Jamie	Mathy	04/30/20	2014	06/12/17									
	Staff	Jay	Tetzloff				jtetzloff@cityblm.org						434-2825		
	Staff	Tricia	Stiller				tstiller@cityblm.org						434-2764		
	Staff												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 and 4th Thurs of each month at 7:30 am - Creativity Center Conference Room

Number of Vacancies: 6

Number of Expired Board Members (Blm Appointments only): 3

Number of Expired Board Members Eligible for Reappointment: 3

Appointment/Reappointment Notes:

Library Board of Trustees

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	HomePhone	WorkPhone	CellPhone	Notes
x	Appointed	Alex	Cardona	04/30/20	2015	3/13/17	8								
x		Alicia	Whitworth	04/30/20	2016	3/27/17	3								
x		Van	Miller	04/30/19	2015	4/25/16	7								
x		Dianne	Hollister	04/30/21	2017	4/23/18	4								
x		Matthew	Watchinski	04/30/21	2018	4/23/18	6								
x		Julian	Westerhout	04/30/19	2015	3/28/16	4								
x		Kiasha	Henry	04/30/20	2017	5/8/17	6								
x		Susan	Mohr	04/30/21	2017	4/23/18	8								
x		Alicia	Henry	04/30/19	2016	4/25/16	7								
	Staff	Jeanne	Hamilton					jeanneh@bloomingtonlibrary.org					557-8901		

Details:

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 9 members
Number of members the Mayor appoints: 9
Type: Internal
City Code: Chapter 25, Section 3, Section 7
Required by State Statute: Yes
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 3rd Tues of each month at 5:30 pm - William C. Wetzel Reading Room
Number of Vacancies: 1
Number of Expired Board Members (Blm Appointments only): 0
Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes:



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of the Purchase of one (1) Dump Truck Chassis from National Auto Fleet Group, using the National Joint Powers Alliance (NJPA), in the amount of \$108,298, as requested by the Transmission and Distribution Division of the Water Department.

RECOMMENDATION/MOTION: The Purchase of one (1) 2018 Kenworth Model T370 Chassis from National Auto Fleet Group using the National Joint Powers Alliance (NJPA) (Contract #081716-KTC, expires 11/15/2020), in the amount of \$108,298, be approved, and the Procurement Manager be authorized to issue a Purchase Order.

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: The Transmission and Distribution Division of the Water Department has a 2003 International 7400 that is scheduled for replacement this fiscal year. It has 72,488 miles and 7,410 hours. Maintenance cost to date for this unit is \$63,524.83. Recent issues have been electrical system, lights, exhaust, engine high pressure oil system, air, and air brake system. This unit will have the stainless steel dump body removed and installed on the new chassis for a cost savings of \$21,551.00.

In line with the City Code, City staff intends for the replaced unit, a 2003 International 7400, to be declared surplus and be sold on public auction at Publicsurplus.com. or Govdeals. It is expected to bring \$17,500 at auction.

National Joint Power Alliance (NJPA) is a government agency offering competitively solicited contracts for use by education, government, and nonprofits. Cooperative contracts mean volume discounts. The City has been a member for several years and has made a number of purchases through them over the years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds totaling \$110,895 are included in the Water Transmission and Distribution-Capital Outlay Equipment Other than Office Account (50100120-72140). If approved, a transfer will be processed to move the budgeted funds to Water Transmission & Distribution-Capital Outlay Licensed Vehicle account (50100120-72130). Stakeholders can

locate this in the FY 2019 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 92 and 178.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance
Michael Hill, Miscellaneous Technical Assistant

Reviewed by: Robert Yehl, PE, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Quote Koenig Tandem Axle Transfer
- Proposal NJPA Tandem Axle
- Specifications T370 Tandem Axle
- Picture W19

KOENIG BODY AND EQUIPMENT, INC.

www.koenigbody.com

2428 Farmington Road, Peoria, IL 61604
Ph.: (309) 673-7435 or (800) 767-7406
Fax: (309) 673-6836



You name it... We can build it!



ASE Certified
Technicians

QUOTE [X]
ESTIMATE []
ORDER []

TO: CITY OF BLOOMINGTON
ADDRESS: 109 EAST OLIVE STREET
CITY: BLOOMINGTON, IL 61720

DATE: 11/08/2017
PHONE: 434-2296
FAX: 434-2279

ATTN: ROB KRONES

WATER DEPT.

WHITE

120"CT

30000RDS

TRUCK QUANTITY	WHEELBASE	COLOR DESCRIPTION	CAB TO AXLE	TRANSMISSION	NET PRICE
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TRUCK QUANTITY	WHEELBASE	COLOR DESCRIPTION	CAB TO AXLE	TRANSMISSION	NET PRICE
1		REMOVE ORIGINAL DUMP BODY			
		- INSPECT CYLINDER			
		- PROVIDE AND INSTALL NEW SADDLE MTG BRACKETS			
		- PROVIDE AND INSTALL NEW REAR HINGE ASSEMBLY W/ SS PINS AND GREASABLE BLOCKS			
		- STRIP OUT WIRING AND LIGHTING SYSTEMS			
		- INSTALL NEW WIRING IN DUMP BODY			
		- REMOVE OLD CABSHIELD AND INSTALL NEW TO CLEAR NEW CHASSIS			
1		AFT CHASSIS TOW KIT:			
		- 10" DEEP CHANNEL FRAME W/SIDE GUSSETS FOR RECESS MOUNTING			
		- 20 TON PINTLE HITCH			
		- 3/4" D-RINGS #B40			
		- REINFORCE BARS & RIBS			
		- CHANNEL BAR LIGHT GUARD ON EACH SIDE OF TOW CHANNEL			
		- COMBO 7-WAY RV/4-WAY TRAILER RECEPTACLE			
		- NO BRAKE CONTROLLER			
		- RE-INSTALL AIR BRAKE TRAILER PACKAGE			

PAGE 1

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____

KOENIG BODY AND EQUIPMENT, INC.

www.koenigbody.com

2428 Farmington Road, Peoria, IL 61604
Ph.: (309) 673-7435 or (800) 767-7406
Fax: (309) 673-6836



You name it... We can build it!



ASE Certified
Technicians

QUOTE [X]
ESTIMATE []
ORDER []

TO: CITY OF BLOOMINGTON
ADDRESS: 109 EAST OLIVE STREET
CITY: BLOOMINGTON, IL 61720

DATE: 11/08/2017
PHONE: 434-2296
FAX: 434-2279

ATTN: ROB KRONES

WATER DEPT.

WHITE

120"CT

30000RDS

TRUCK QUANTITY	WHEELBASE	COLOR DESCRIPTION	CAB TO AXLE	TRANSMISSION	NET PRICE
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TRUCK QUANTITY	WHEELBASE	COLOR DESCRIPTION	CAB TO AXLE	TRANSMISSION	NET PRICE
1		HOT SHIFT PTO / DUMP PUMP SYSTEM:			
		- C102 DIRECT MOUNT PUMP WITH HANGER BRACKET			
		- 30 GAL. STEEL SIDE MOUNT HYD. TANK			
		- HIGH PRESSURE HOSES AND FITTINGS / 3 LINE SYSTEM			
		- AIR SHIFT CONTROL IN CAB FOR PUMP			
1		SAFETY & ACCESSORY KIT:			
		- ECCO BACK-UP ALARM TO O.S.H.A. STANDARDS			
		- RED & SILVER REFLECTIVE TAPE ON SIDES & TAILGATE & SPREADER			
		- FRONT/AFT MUD FLAPS WITH AFT FLAPS CHASSIS MOUNTED			
		- CAUTION & SAFETY DECALS			
		- REMOVE O.E.M. TAILLIGHTS & REPLACE WITH TRUCKLITE OR GROTE			
		#40725 MODULE DOUBLE LIGHT BOXES, RECESSED MTD. AND COPIED TO			
		EXACT OLDER UNITS			
		"SEE NOTES"	EACH UNIT F.O.B. PEORIA, IL	\$13,817	00
		NOTE :			
		CHASSIS SUPPLIED TO KOENIG BODY WILL HAVE PTO DRIVE GEAR, RIGHT			
		TRANS. DIP STICK, BODY BUILDER HARNESS TO REAR, 4 SWITCHES IN			
		DASH, PRE WIRED FROM FACTORY			

PAGE 2

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____

New Truck Proposal – Tandem Axle Dump Truck Specifications

May 30, 2018

Contact: Rob Krones

Contact: Jeni Nussbaum

Buyer Information: City of Bloomington

Medium Duty Truck Sales

Address: 109 East Olive St. Bloomington, IL 61701

200 W. Northtown Rd. Normal, IL 61761

Phone: 309-454-9638

309.452.8392 jeninussbaum@cittrucks.com

Kenworth Specifications

2019 Kenworth T370 6x4/ 188" wheelbase/120" cab to axle/

Paccar PX9 300 HP/ vertical side of cab exhaust/2-speed fan Hub/3 batteries/

Sales Price \$91,963.00

body builder harnesses/jump start Terminals/Allison 3000 RDS 6-Speed/Dana

Extended Warranties \$2,518.00

D1600 front axle rated at 16k/16k Bendix /slack Adjusters/16k power steering gear

Body Price \$13,817.00

/power steering cooler/Meritor RT46-160 brakes rated at 46k /16 ½ x 7" brakes/

Freight Included

slack Adjusters/ 4S-4M anti-lock brake system/Hend. Haulmaax rear suspension rated at 46k/

Total \$108,298.00

front tires-Goodyear G291 315-80R22.5/ rear tires-Goodyear G751 12R22.5/steel

Wheels powder coat white/frame-10 5/8 x 3 ½ x 5/16 /frame RBM 1,776,000 in-lbs per

rail /battery box LH side under cab/56 gal fuel tank mtd LH back of cab

/11 gallon DEF tank mtd LH back of cab/painted aerodynamic bumper/

PTO switch on dash/4 spare Switches/Driver seat air HB vinyl/Passenger bench seat vinyl

/AM-FM-WB-USB-Bluetooth radio/single air horn under Cab/aerodynamic chrome

Extended Warranties:

Basic Vehicle 5 yrs/100,000 Miles

heated & powered mirrors/power windows/ LED marker lights/halogen headlights/

Engine/Aft. 5 yrs/100,000 Miles

Sw. & wiring for C/I light bar/wiring for trailer elec. brake controller/

Allison 5 yrs/Unlimited Miles

circuit breakers/Bendix air dryer/ Paint- White L0006 base coat clear coat.

CIT Representative

Signature of Buyer

PO#

Payment due upon delivery





CIT Trucks, LLC C250
200 W. Northtown Road

City of Bloomington
109 East Olive Street

Normal, Illinois United States 61761
Phone: (309) 452-8392
Fax:
Email:

Bloomington, Illinois United States 61701
Phone: (309) 434-2333
Fax:
Contact Email:
Prepared for: Rob Kroner

Vehicle Summary

Unit		Chassis	
Model:	T370 SERIES	Fr Axle Load (lbs):	16000
Type:	CONVENTIONAL	Rr Axle Load (lbs)	46000
Description:	FULL TRUCK	G.C.W. (lbs):	62001
	Tandem Axle	Road Conditions:	
Intended Serv.:	Application Snowplow. Vehicles which are configured for	Class A (Highway)	84
Commodity:	Gravel/crushed rock/sand	Class B (Hwy/Mtn)	15
		Class C (Off-Hwy)	01
		Class D (Off-Road)	00
Type:	Body End dump	Maximum Grade:	6
Length (ft):	16.0	Wheelbase (in):	188
Height (ft):	12.0	Overhang (in):	70
Max Laden Weight (lbs):	4000	Fr Axle to BOC (in):	68
		Cab to Axle (in):	120
		Cab to EOF (in):	190
No. of Trailer Axles:	0	Overall Comb. Length (in):	298
Type:		Special Req.	
Length (ft):	0.0	U.S. Domestic Registry, 50-State	
Height (ft):	0.0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
	Restrictions		
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

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

	Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com .
	PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

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Printed: 5/30/2018 3:53:02 PM
Effective Date: Jul 1, 2017
Prepared by: ID: jeninussbaum

Complete

Model Number: T370 SERIES CONVENTIONAL
Quote/DTPO/CO: Q8525470
Version Number: 40.30



CIT Trucks, LLC C250
200 W. Northtown Road

City of Bloomington
109 East Olive Street

Normal, Illinois United States 61761
Phone: (309) 452-8392
Fax:
Email:

Bloomington, Illinois United States 61701
Phone: (309) 434-2333
Fax:
Contact Email:
Prepared for: Rob Krones

Data	Code	Description	\$ List	Weight
Model				
0000370	O	T370 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.	87,678	9,642
0070006	O	T370 Class 7: medium-duty Conventional.	0	0
0080075	O	Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.	0	0
0090017	O	Medium-duty 6x4 automatic.	0	0
0091042	O	Gravel/crushed rock/sand	0	0
0093025	O	Snowplow. Vehicles which are configured for mounting a snowplow to the front. May also have dump or other body. Typically includes some operation off of paved roads. Road usage: majority of Class A & B, do not code for Class D.	0	0
0095010	O	End dump	0	0
0098025	O	U.S. Domestic Registry, 50-State	0	0

Engine & Equipment

0129502	O	PACCAR PX-9 300 2017 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 70...Maximum Accelerator Pedal Vehicle Speed N09280 P16 0...Accelerator Lower Droop N09300 P19 70...Maximum Cruise Speed N09320 C143 0...Cruise Control Lower Droop 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	9,296	555
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Data	Code	Description	\$ List	Weight
		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		
1000155	O	Prospector version 41.2 Replaces Prospector version 41.1	0	0
1000684	O	Effective VSL Setting NA	0	0
1000858	O	Engine Idle Shutdown Timer Disabled	0	0
1000859	O	Enable EIST Ambient Temp Override	0	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0	0
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And 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	442	0
1121200	S	Cooling module: 1000 square inches T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0	0
1247194	O	Exhaust:2017 EPA RH Under Cab DPF/SCR For PX-9 w/ Single Vertical RH Side of Cab Tailpipe.	2,406	215
1290124	O	Tailpipe: 5 in. single 24 in. 45 degree curved.	-34	-2
1321145	O	Fuel Filter:Fleetguard FS1003 Fuel/Water Separator for PX-9	0	0
1321200	O	Run Aid:None *For Fuel Filter	0	0
1321300	O	Start Aid:None *For Fuel Filter	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 .	110	2
1816260	S	Alternator: PACCAR 160 amp, brush type	0	0
1821210	O	Batteries: 3 PACCAR GP31 threaded post (700-730) 2100-2190 CCA dual purpose.	163	57

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Data	Code	Description	\$ List	Weight
1836100	S	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.	38	0
1900996	O	Jump start terminals under hood.	181	0

Transmission & Clutch

2011205	O	Transmission: Allison 3000RDS 6-speed w/PTO drive gear. 5th Gen controls. 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. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	11,676	291
2406452	O	Driveline: 2 SPL170XL 1 centerbearing requires 3500057 interaxle driveline.	691	70
2409916	O	One bolted 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.	77	11
2410018	O	Torque converter included w/Allison Transmission.	0	0
2410204	O	Delete Allison FuelSense	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.	72	0

Front Axle & Equipment

2504160	O	Dana Spicer D1600 Front Axle 16K standard track.	1,467	120
2603006	S	Front brakes included w/ front hub package.	0	0
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	593	75
2864026	O	Front Springs Taperleaf 16K 2-stage with shocks and 54 in. spring length. T370 w/16K front axle.	741	172
2895300	O	Dual power steering gears: 16K.	893	77
2899336	O	Power Steering Cooler:Radiator Mounted Air-to-Oil	203	11

Rear Axle & Equipment

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Data	Code	Description	\$ List	Weight
3142160	O	Dual Meritor RT46-160 rear axle rated at 46K. Tandem rear axles.	10,757	2,547
3200563	O	Rear Axle Ratio - 5.63.	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
3485209	O	Spring Brake: 3030 high output dual.	0	0
3495226	S	Bendix 4S/4M anti-lock brake system.	0	0
3500057	O	Interaxle driveline 1 Dana SPL170XL	413	-4
3511420	O	Driver Controlled Differential Lock (Crosslock) for Meritor Axles 40K to 52K forward rear & rear rear axle. Under Speed Interlock is standard on T680.	1,836	0
3742970	O	Tandem Hendrickson HAULMAAX (HMX) 460 46K. 54 in. axle spacing. With shocks, track rods, rubber bolster bushings and 16.5 in. saddle height. Unladen Height: 10.6 in. Laden Height: 9.5 in.	5,686	543

Tires & Wheels

4038677	O	Front tires: Goodyear G291 315/80R22.5 18PR. 42.3 in. diameter, all position. 19.7 in. SLR.	469	154
4238810	O	Rear tires: 2 Goodyear G751 MSA 12R22.5 16PR 43.2in. diameter. Steer/all position on/off highway tire. 20.3 SLR.	2,676	256
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.	393	79
5242367	O	Rear 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. Code is priced per pair of wheels.	1,648	316
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

6054250	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 308 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.	0	169
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Data	Code	Description	\$ List	Weight
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.	1,642	529
6308710	S	Bumper: Aerodynamic, Painted. Requires a bumper setting code.	0	0
6319409	S	40.9 in. Bumper setting. Requires a bumper code.	0	0
6321005	O	Removable Front Tow Hooks: 2.	250	15
6390103	S	Front mudflaps.	0	0
6391201	O	Custom Frame Layout: one chassis	1,380	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. End plates will be painted standard black frame color.	0	0
6490124	O	Five-piece bolted crossmember assembly with 16mm frame fasteners, center and rear frame.	174	-22
6490427	O	Aluminum underbell crossmember. Only with non-drive front axle 16K and greater. For T370 only.	82	19
6490430	O	Bolted Rear Cab Support Crossmember. Replaces T3 standard.	131	17
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0	0

Fuel Tanks & Equip

7014056	O	Fuel Tank: 56 US gallon 22in. aluminum BOC replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.	83	-45
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.	263	0
7889061	O	Polished stainless steel tank straps for 1 tank.	61	0
7889203	O	Standard DEF to fuel fill ratio: 2:1 or greater.	0	0
7889604	O	DEF tank location is on the LH.	0	0
7940056	O	Location: 56 gal fuel tank LH behind cab	0	0

Cab & Equipment

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Data	Code	Description	\$ List	Weight
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.	30	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.	556	10
8208497	O	Four Spare Switches: Wired To Power.	134	0
8226667	O	Gauge: Oil Temperature Gauge Transmission. The NavPlus HD unit includes a virtual transmission oil temperature gauge.	34	0
8282004	O	KW Driver Information Center: Includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	231	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
8410191	O	Driver seat: Kenworth Air cushion Plus HB vinyl. 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
8478330	O	Rider seat: 2 man bench vinyl. 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.	511	61
8601421	O	Kenworth Radio with AM/FM/WB/USB and Bluetooth	352	4
8700083	O	Under-dash center console: W/2 cup holders, 1 ashtray, 1 lighter, 1 12V outlet & a storage compartment.	86	0

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8700144	O	Dome lamp over driver door.	23	0
8700154	O	Self cancelling turn signal: W/head light dimmer switch .	21	0
8800200	S	Cab access contoured grabhandles, LH/RH.	0	0
8800400	O	Grabhandle: LH inside door frame above dash.	29	0
8800401	O	Grabhandle: RH inside door frame above dash.	29	2
8832115	O	Daylite Door: LH/RH includes RH peeper window	0	0
8841411	O	Single air horn under cab.	102	3
8850300	S	Look-Down, Pass. Door, Stainless 8.5x4.4	0	0
8850817	O	Mirror: Dual Fender Mounted, Round Convex	219	8
8865001	O	Mirror: Dual Kenworth aerodynamic heated motorized 7 in. x 13 in. mirror w/ chrome shell. LH/RH convex mirrors 5 in. x 7 in. heated. Mirror brackets set for 8 1/2 ft load width. Switch located on door pad.	385	26
8879213	O	Electric-powered LH & RH door window lifts. Switch located on door.	119	0
8879911	O	Two corner & one rear cab stationary windows 17.5 in. x 16 in. (two) & 17 in. x 36 in. (one).	553	24

Lights & Instruments

9010801	S	Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam	0	0
9022137	O	Marker Lights: Five, rectangular, LED	97	0
9030010	S	Turn Signal Lights: Mounted on fender	0	0
9070138	S	Combination Stop, Tail, Turn & Backup Lights RH & LH.	0	0
9080202	O	Switch & Wiring: Customer-installed dual beacon lights w/o insulators. Coiled wire behind dash.	89	1
9090000	O	Daytime Running Lamps.	162	0
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	105	4
9090151	O	Wiring:Cust. Install Trlr Elec. Brake Controller. Class 8/T4 Content Includes Dash Signals: Ignition Power (20A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To EOF Junction Box. These Signals Are Located Near The NavPlus HD Area. No Need To Code For An Additional End of Frame Junction Box. EOF Junction Box Signals Are: Ground, Tail Lamp, Marker Lamp, Left Turn, Right Turn, Stop Lamp and Electric Trailer Brake Controller Wired To Dash. Medium Duty (not T4) Content Includes A MP 280 Series Connector In Dash Near Driver Door Connections With Signals: Battery Power (40A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To Chassis Connector. Medium Duty (not T4) 2 Way Deutsch Chassis Connector Located Near Back of Cab, With Signals: Ground and Electric Trailer Brake Controller Wired To Dash Connector.	132	1

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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.	110	0
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers 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.	36	0
Air Equipment				
9101023	O	Air dryer: Bendix AD-SP heated. With 2010 engine installations the dryer is mounted under the hood.	0	0
9110020	O	Full truck kit: Gladhands mounted at end-of- frame.Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	579	15
9140288	O	Air tanks: clear of transmission area. This code requires the use of a custom frame layout code.	0	0
9140328	O	Trailer ABS electric supply through SAE J560 7-pin connector per TMC RP137).	0	0
Extended Warranty				
9200008	O	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	0
9200022	S	Base Warranty - Standard Service Medium Duty 12 months / Unlimited miles & km	0	0
Miscellaneous				
9400072	O	Ship to Dealer.	0	0
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0	0
9490206	O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	42	4
9490406	O	One 5 lb. dry chemical type fire extinguisher mounted outboard of rider seat. Class ABC.	121	11
9490645	O	Zinc Phosphate frame rail paint processing. Requires frame rail code. Code is for 1 pair of rails.	304	0
9490647	O	Zinc Phosphate frame insert paint processing. Requires any 1st frame insert code. Code is for 1 pair of any frame inserts.	304	0
Paint				
9700000	O	Paint color number(s). N97020 A - L0006 WHITE N97200 FRAME N0001 BLACK	0	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	5/30/2018 3:53:02 PM	Complete	Model Number:	T370 SERIES CONVENTIONAL
Effective Date:	Jul 1, 2017		Quote/DTPO/CO:	Q85225470
Prepared by:	ID: jeninussbaum		Version Number:	40.30



Data	Code	Description	\$ List	Weight
		N97700 BUMPER L0006 WHITE		
9943001	O	Bumper Painted Color A	80	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 Adjusted Price (W/O Freight & Warranty & Surcharges)	\$150,344
Freight Charge	\$2,225
Options Not Subject to Discount	\$0
Surcharges Not subject to Discount	\$0
Total Weight	16045 lb

Prices and Specifications Subject to Change Without Notice.

**Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.**

Printed:	5/30/2018 3:53:02 PM	Complete	Model Number:	T370 SERIES CONVENTIONAL
Effective Date:	Jul 1, 2017		Quote/DTPO/CO:	Q85225470
Prepared by:	ID: jeninussbaum		Version Number:	40.30



W19

7400
DT466

INTERNATIONAL



BLOOMINGTON
WATER

DIESEL ONLY

Henderso

CAUTION!

CAUTION!



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of the Purchase of one (1) replacement Backhoe from John Deere Construction Rental Sale of Moline, IL, using the National Joint Powers Alliance Joint Purchasing contract, in the amount of \$150,450, as requested by the Transmission and Distribution Division of the Water Department.

RECOMMENDATION/MOTION: The purchase of one (1) 2018 John Deere 410L Backhoe from John Deere Construction Rental Sale of Moline, IL, using the National Joint Powers Alliance Joint Purchasing (Contract # 032515-JDC, expires 5/19/2019), in the amount of \$150,450, be approved, and the Procurement Manager be authorized to issue a Purchase Order.

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: The Water Transmission and Distribution Division of the Water Department has a 2007 John Deere 410J Backhoe with 5,300 hours that is due for replacement during Fiscal Year 2019. The maintenance cost to date for this unit is \$51,932.39. This unit is used in the day-to-day operations for repair and maintenance of the City's water system. During snow and ice events, this unit can be used to plow snow. The new unit will be equipped with a Hydraulic Pavement Breaker and a 24' bucket. We will retain the current 10-foot snowplow to be used on the new unit.

This purchase includes an Extended Protection Plan (EPP) for sixty (60) months or 6000 hours.

The EPP provides a Caterpillar Trained Service Technician to repair or replace any part that is found to be defective for the length of coverage. There is no travel charge. Normal wear items, misuse, and abuse is not covered. There is also a Premium Customer Service Agreement (CSA). The CSA provides a Caterpillar trained service technician to service the unit at 250 hour intervals for the first 6000 hours. This includes S.O.S. Fluid Analysis oil sampling to monitor for excessive wear or contamination, visual inspections, and all fluid changes required by the manufacturer. The City uses these plans on heavy equipment to provide the maximum uptime of the equipment for the first five (5) years. This has been a standard purchase on heavy equipment.

Staff asks the replaced unit, a 2007 John Deere 410J, be declared surplus and be sold on public auction at Publicsurplus.com. or Govdeals. This unit is expected to bring \$30,000 at auction.

National Joint Powers Alliance (NJPA) is a public agency that serves as a member-focused cooperative for over 50,000 member agencies nationally. NJPA offers a multitude of cooperatively contracted products, equipment and service opportunities to education and government entities throughout the country.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds totaling \$198,275 are included in the Water Transmission and Distribution-Capital Outlay Equipment Other than Office account (50100120-72140). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement” on pages 92 and 178.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance
Michael Hill, Miscellaneous Technical Assistant

Reviewed by: Robert Yehl, PE, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Quote NJPA John Deere
- Maint Document Martin Equipment Customer Care
- Picture W25 Unit



Martin Equipment
 400 W. Martin Dr
 Goodfield, IL 61742
 (309) 965-2502

Quote Issued To : BLOOMINGTON WATER DEPT
 603 W. DIVISION ST.
 BLOOMINGTON , IL , 61701
 309-434-2495

Quote Issued By : Glueck, Eugene - 309-696-9070

QUOTATION

Quote # : 1009313
Issue Date : 5/30/2018
Expire Date : 6/22/2018
Est Delivery : 8/21/2018
FOB :

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2018	JD	410L	(TBD)	0	199,224.00	112,750.00

410L BACKHOE LOADER
 JDLink Ultimate Cellular Telematics - 5 Year Subscription
 English Decals with English Operator and Safety Manuals
 Mechanical Front Wheel Drive w/Lid Slip Diff & Autoshift Transmission
 Michelin Radial - 500/70 R24 XMCL Rear & 340/80 R18 XMCL Front Tires
 Cab, w/Air Cond & Heat
 Dual Maintenance Free Batteries With Disconnect and Jump Post
 Extendible Dipperstick
 Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger)
 Pilot Controls, Two Lever, with Pattern Selection
 DEERE Standard Quick Coupler
 24" Heavy-Duty, 7.5 Cu. Ft. Bucket
 Loader Coupler, 3-Function Hydraulics, Single Lever
 1.32 Cu. Yd. 92" Multipurpose Coupler Bucket
 1000 Lb. Front Counterweight
 John Deere PowerTech Plus 4.5L Engine Meets FT4 Emissions - 110 HP
 Front View Mirror
 Bosch AM-FM Radio
 Sun Visor
 Cloth Air-Suspension Seat
 Engine Coolant Heater
 Diagnostic Oil Sampling Ports
 LH Cab Mount Strobe Light
 SMV Emblem
 Front Fenders
 Boom Protection Plate w/Hammer Transport Bracket
 DEERE HH80C Hammer
 Complete set of Manuals
 5 Year 6000 Hour Comprehensive Machine Warranty

Total: 112,750.00

Notes

THIS QUOTE REFLECTS PRICING THRU NJPA CONTRACT # 032515-JDC

OPTIONAL EQUIPMENT

ADD \$5,500.00 FOR JRB 1.5 CU YD MULTI PURPOSE BUCKET IN LIEU OF DEERE 1.32 CU YD MULTI PURPOSE BUCKET (LARGER CAPACITY BUCKET WITH FLAT FLOOR)

ADD \$3,500.00 FOR 60"X60" COUPLER MOUNT FORKS

ADD \$4,500.00 FOR HYDRAULIC THUMB ON BACKHOE

ADD \$700.00 FOR LED LIGHT PKG

ADD \$9,000.00 FOR JA LUBE CENTRAL AUTO LUBE SYSTEM (INSTALLED)

ADD \$1,200.00 FOR 12" TOOTH BUCKET

ADD \$1,600.00 FOR 36" TOOTH BUCKET

ADD \$2,000.00 FOR 48" SMOOTH BUCKET

ADD \$1,000.00 FOR FOUR CORNER STROBE LIGHTS (ONE IN EACH FLASHER HOUSING) IN LIEU OF ONE CAB MOUNT STROBE LIGHT

MARTIN MAX PREMIER COVERAGE AND MAINTENANCE CONTRACT = \$4.50 PER HOUR

\$27,000.00 FOR 6000 HOUR COVERAGE

CAN BE PAID HOURLY VIA TELEMATICS OR IN ONE LUMP SUM

QUOTE SUMMARY

Total Sale Price :	112,750.00
Less Trade Allowance :	0.00
Additional Taxable Items :	0.00
<hr/>	
Subtotal:	112,750.00
Sales Tax :	0.00
Additional Nontaxable Items :	0.00
<hr/>	
Total :	112,750.00

Acceptance Signature: _____

Date: _____

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
All prices are subject to expiration of any current sales programs and incentives.

0 + 0
112,750 +
700 +
9,000 +
1,000 +
27,000 +
Total \$ 150,450 +

Contract Award
RFP 032515 #

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: John Deere Construction Retail Sales Date: March 18, 2015

Company Address: 1515 Fifth Avenue

City: Moline State: IL Zip: 61265

Contact Person: Mark R. Deakyne Title: Contract Manager

Authorized Signature (ink only):

Mark R. Deakyne

Mark R. Deakyne
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515, HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

John Deere Construction Retail Sales

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Corvette

(Name printed or typed)

Awarded this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

NJPA Authorized signature:

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Vendor Authorized signature:

Mark R. Deakne

(Name printed or typed)

Title: Contract Manager

Executed this Twenty-First day of May, 20 15 NJPA Contract Number 032515-JDC



What you get with Martin MAX

-  Fixed cost of operation.
-  Billed only for hours used.
-  Cost of travel covered.
-  All scheduled maintenance included.
-  Great tool for job estimating and operational budgets.
-  JDLINK/GPS locations, hours, geofence and curfew notifications.

For more information on Martin Max visit our website at www.meoi.com/martin-max/faq or contact us at:

Goodfield (309) 965-2502
Springfield (217) 528-4347
Tolono (217) 485-6755
Peru (815) 224- 4711
Cedar Rapids (319) 365-0515
Rock Island (309) 787-6108
Dubuque (563) 588-1950
Ashland (573) 657-2154
Palmyra (573) 769-2274



**Superior service &
legendary support.**

JOHN DEERE WORKSIGHT™

TECHNOLOGY SOLUTIONS



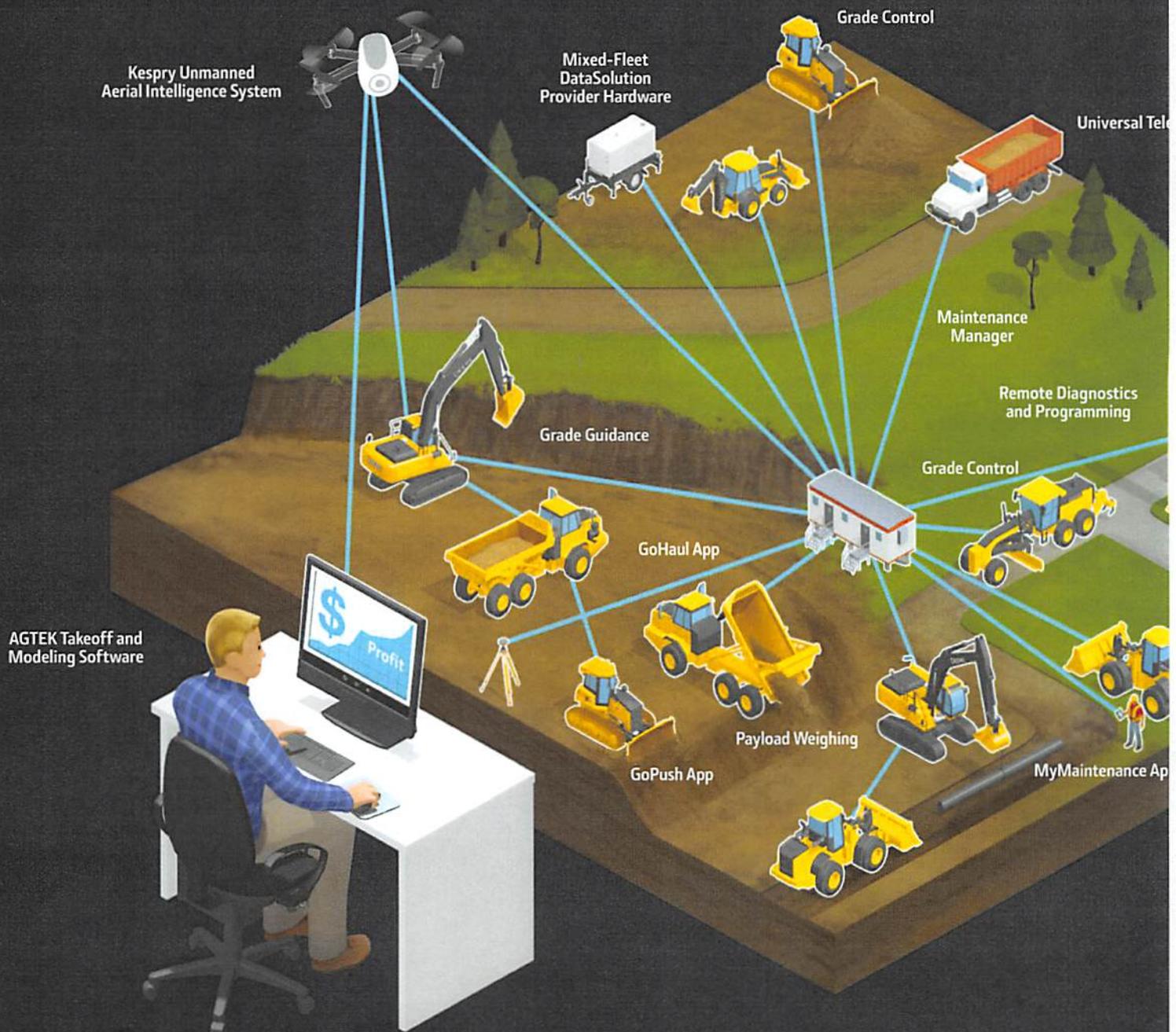
JOHN DEERE



- JDLINK™ MACHINE MONITORING
- MAINTENANCE MANAGER
- MIXED-FLEET DATA SOLUTIONS
- MACHINE HEALTH
- REMOTE DIAGNOSTICS AND PROGRAMMING
- UNMANNED AERIAL INTELLIGENCE SYSTEM
- TAKEOFF AND MODELING
- GRADE CONTROL
- PAYLOAD WEIGHING
- DEALER SUPPORT
- MOBILE APPS

Bringing machines, technology, and your dealer together to make your job easier

John Deere WorkSight™ turns data into solutions to optimize machines, uptime, and your jobsite. Benefit from improved profitability with John Deere WorkSight.



Optimize machines:

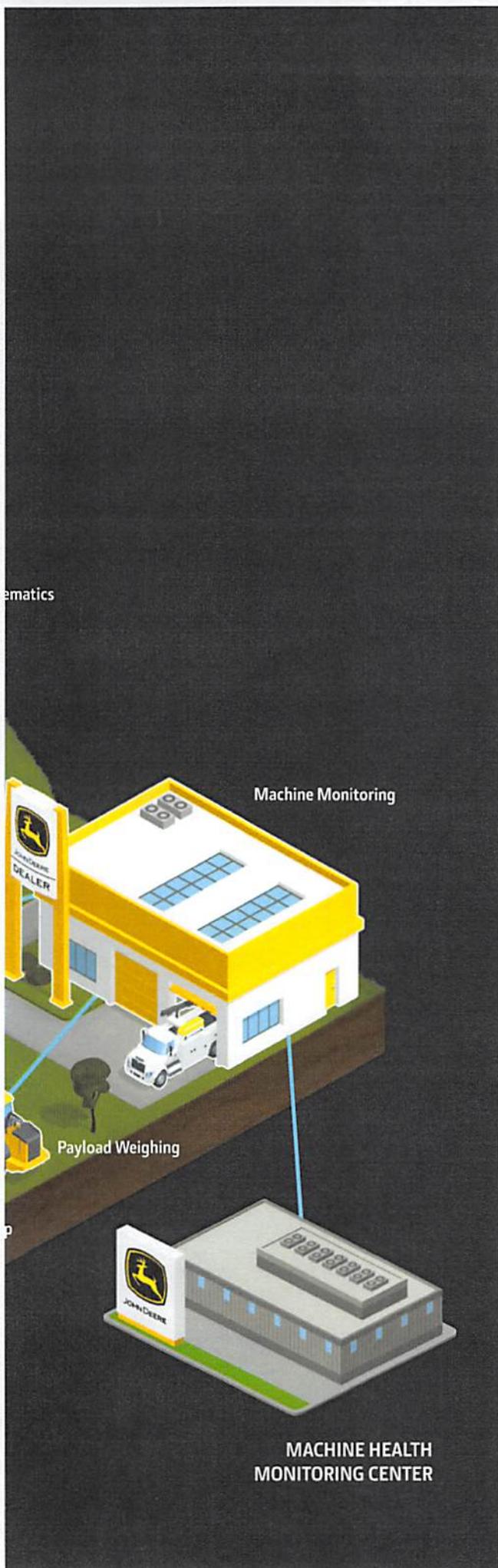
- Identify unused machines so they can be redeployed.
- Compare fuel-burn rates across multiple machines.
- See time spent idling to reduce unnecessary fuel consumption.
- View engine load and fuel consumption to match machine size to the job.
- Monitor articulated dump truck (ADT) and wheel loader payload and trip counters to ensure proper loads and maximize efficiency.
- Set up virtual fences and authorized hours of use to improve security.
- Locate and get directions to your machines to save significant time.

Optimize uptime:

- Dealer machine health monitoring speeds response time and reduces or avoids costly downtime.
- Remote dealer diagnostics, machine-performance recordings, and even over-the-air software updates reduce the time and costs associated with a technician trip to the jobsite.
- Alerts sent to your computer, mobile device — even your dealer if you choose — inform you immediately of machine issues so you can address them quickly before they cause costly repairs and downtime.
- Machine-health recommendations identify potential problems early so you can avoid more costly repairs down the road.
- Payload and tire-pressure monitoring on wheel loaders and ADTs help reduce tire wear and replacement costs.
- Maintenance tracking on the web or a mobile device helps you schedule services and understand your maintenance costs to improve uptime and trade-in value.

Optimize jobsites:

- Analyze time spent in gear to identify operator-training opportunities.
- See fuel levels to forecast efficient refueling.
- Reduce grading passes and the amount of base material required.
- Confidently adjust required margins in estimates to be more competitive.
- Using Kespry, autonomously collect survey-grade topographic data in minutes.
- Ease the takeoff, modeling, and project-management phase of grading jobs.
- Monitor ADT and wheel loader payload and trip counts.
- Quickly load trucks to order.
- View historical data on fuel consumption, passes, and payloads for reference on similar jobs.
- Review your John Deere telematics data in the mixed-fleet data solution of your choice.



Machine Monitoring

Payload Weighing

MACHINE HEALTH
MONITORING CENTER



Manage multiple machines from one place

JDLink is your connection to the profitability-enhancing benefits of John Deere WorkSight™. From the fleet-management fundamentals of knowing the hours and location of all brands, to sending machine-health alerts and tracking machine production on Deere machines, JDLink can help you centrally, smartly manage your entire fleet and grow your business.

Dual-mode option

If you work in extremely remote locations with spotty cell coverage, opt for the JDLink satellite module. JDLink will transmit via cellular coverage unless a connection can't be established — then JDLink switches to satellite mode to transmit information.

A machine communicating via satellite will report hours, location, alerts, and many other data sets. Call-in frequency for a machine communicating in satellite mode is once per day. Red alerts and geofence violations are sent immediately at any time, just like when in cellular coverage.

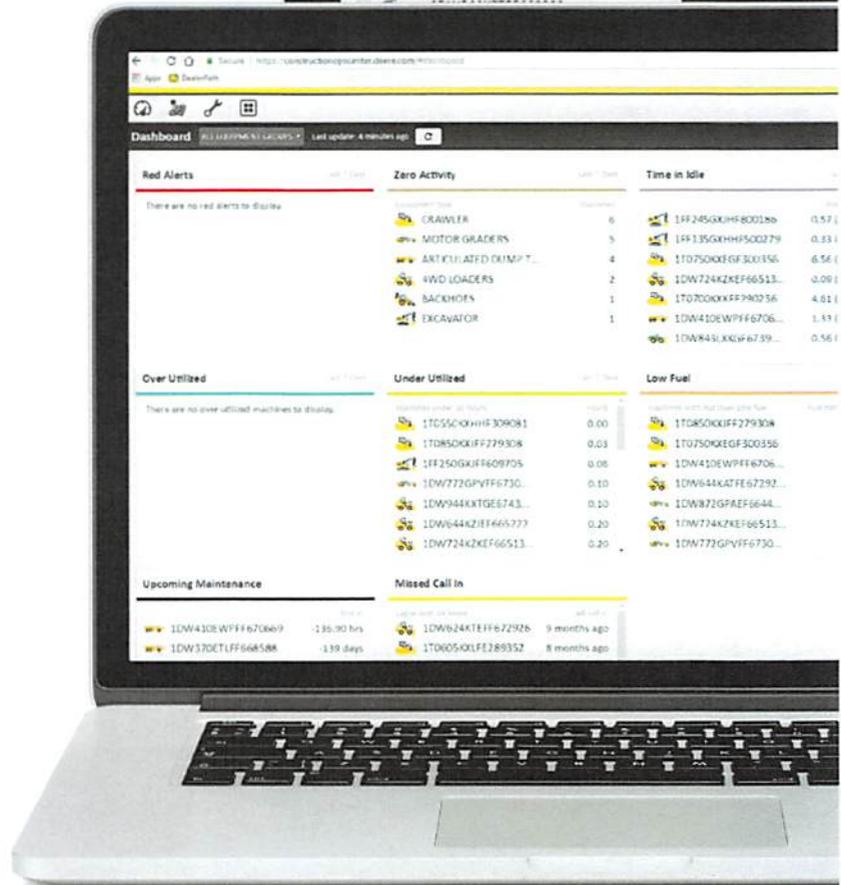
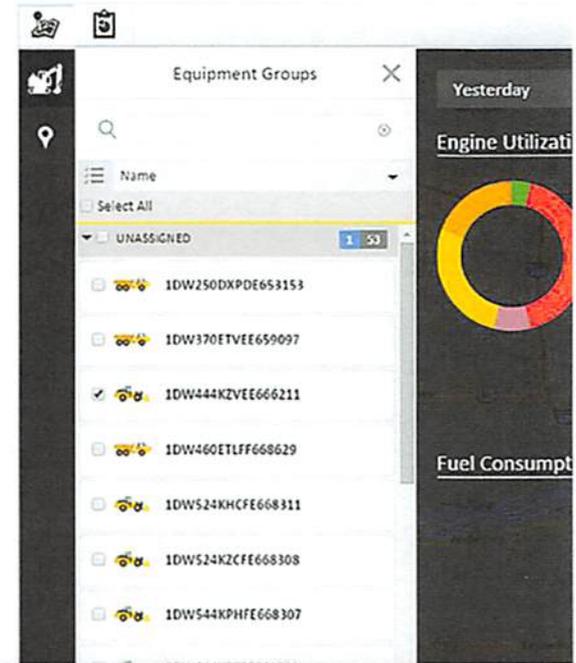


Satellite communication



Cellular Coverage

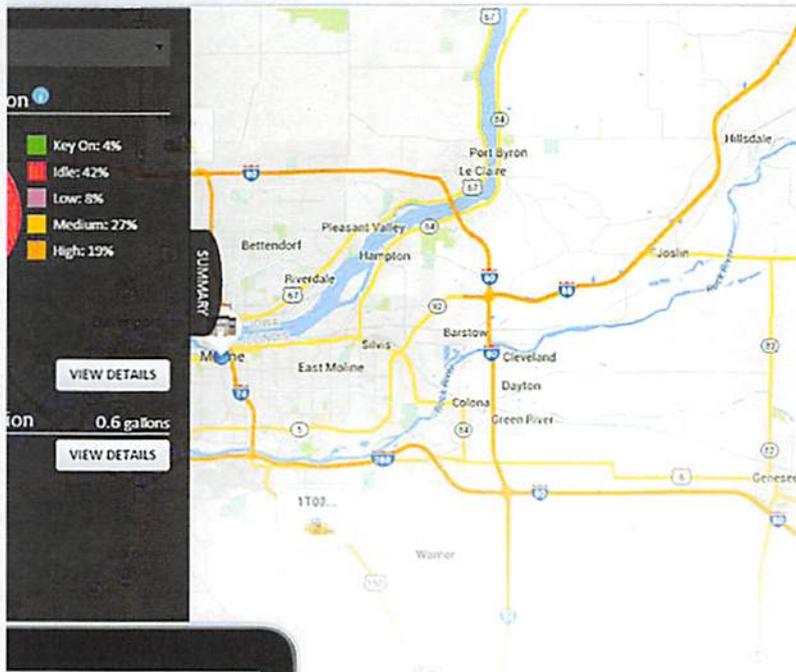
A quick view of vital info: The dashboard screen shows red alerts, machines with zero activity, time in idle, utilization, low fuel, and upcoming maintenance.



For optimal performance of JDLink Dashboard, John Deere recommends the latest versions of these browsers: Microsoft Internet Explorer®, Google Chrome™, Mozilla Firefox®, or Apple Safari®. Use a screen resolution of 1024x768 or greater.

JDLINK

Hardware	MTG/Satellite
Power required	Yes
Equipment brands	John Deere
Equipment type	John Deere construction equipment working in remote and/or high-production applications — comes standard on most new John Deere construction machines with five years of service
Benefit	An ultra-rugged solution for harsh conditions; provides satellite compatibility; CAN bus data access provides the most complete machine and operator information; data can be integrated into your business process
Features	<ul style="list-style-type: none"> – Geofence – Curfew – Machine grouping – On-demand updates – Machine hours – Maintenance tracking – Equipment utilization and engine load levels – Fuel consumption – Operator-productivity indicators – Payload and trip counter for ADTs – Tire pressure monitoring – Diagnostic trouble code alerts – Alerts sent to cell phone or email with escalation options – Remote-diagnostics and -programming capability – Dual-mode satellite option – JDLINK mobile app for Apple iOS or Android – Dealer data services/third-party access

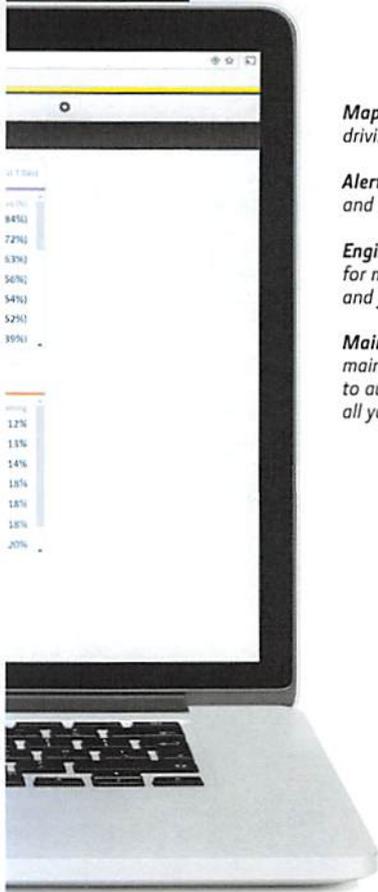


Maps: Current location, location history, and driving directions.

Alerts: Diagnostic trouble codes, maintenance, and security.

Engine hours: Daily, weekly, and cumulative hours for maintenance planning, utilization analysis, and jobsite cost tracking.

Maintenance: Enroll in a factory-recommended maintenance plan or a custom maintenance plan to automatically track upcoming intervals due for all your enrolled machines in one place.



JDLINK can be set up to send alerts via email or Short Message Service (SMS) text so you're always in the know. Alert escalation levels can be set to be sent to multiple contacts if acknowledgement is not received within a predetermined time period. There are also JDLINK apps for Apple iOS, iPhone and iPad, and Android devices that provide machine location information, engine hours, the ability to view and acknowledge alerts, and JDLINK data such as fuel consumption and level, average ground speed, and engine utilization.

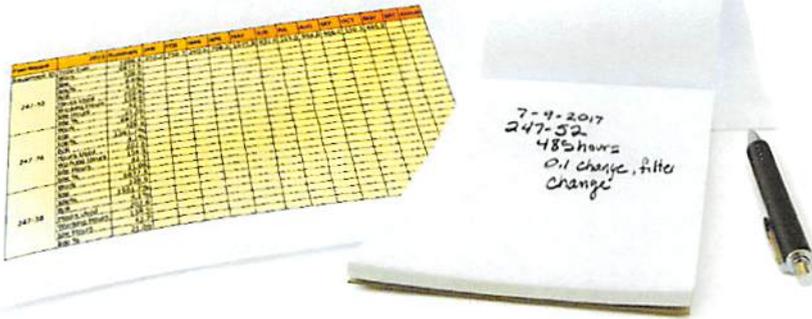


An easier way to manage your maintenance

If you handle the maintenance on your equipment, you know that keeping track of intervals on multiple machines can be a headache. Now you can leave inefficient written notes, job-trailer charts, and spreadsheets behind. Maintenance Manager is a tool found in the JDLINK™ Dashboard that enables you to easily configure a maintenance plan for every machine in your fleet. Tracking upcoming maintenance and logging completed service is quick and easy. You'll be alerted when maintenance is coming due. You can even track mixed-fleet maintenance by connecting non-Deere-powered assets to the application with a JDLINK Fleet Monitoring Terminal.

The old way is a way of the past.

Maintenance Manager makes machine maintenance planning quick and easy, allowing you to leave old ways behind.



4KXLEF664578
Hours: 326

Maintenance Tasks

AT 250 ENGINE HOURS

TASK	CATEGORY
Change axle oil filter(s)	Rear axle
Change front axle housing oil	Front axle
Change rear axle housing oil	Rear axle
Check engine coolant level	Cooling system
Check engine oil level	Engine
Check hydraulic oil level	Hydraulic
Check pin seals	General
Check transmission oil level	Transmission
Clean dust unloader valve	Engine
Lubricate linkage and pivot points	Lubrication
Test engine oil	Engine

AT 500 ENGINE HOURS

TASK	CATEGORY
Change engine oil and filter	Engine
Change fuel filter(s)	Engine
Change hydraulic reservoir	Hydraulic
Change in-line fuel strainer	Engine
Check air intake system	Engine
Check axle oil level	Rear axle
Change dust unloader valve	Engine
Change engine oil and filter element	Engine
Change fuel filter(s)	Engine



Maintenance Manager

Let Maintenance Manager do most of the work

Start with a factory-recommended plan pre-populated with tasks and service intervals. From there, you can accept the plan as is or easily:

- Edit task intervals.
- Delete tasks from the plan.
- Add custom tasks.

The end result is a plan that is exactly the way you want it for each of your machine's maintenance programs.

Or do your own thing

You can also build your own plan from scratch. Maintenance Manager lets you create your own task name, assign a category, and specify the interval type and frequency. The build-your-own option may be attractive if there are only a few key maintenance tasks you're concerned about tracking.

ⓘ Alerts

Once your plan is set up, you'll receive alerts 50 hours before each task is due. Alerts will display in the JDLink maintenance pod as well as on the JDLink Dashboard.

🔄 Monitor status

You can view the status of all your intervals in the Maintenance pod within JDLink or on the Maintenance screen in the JDLink Dashboard.

📅 History and logging

Simply open the machine details and go to the Maintenance Log to view maintenance history and log any completed maintenance tasks. You can also use the My Maintenance mobile app.



Rugged and dependable hardware

HARDWARE

4G LTE Modular Telematics Gateway (MTG) with Wi-Fi and Bluetooth technology

DESCRIPTION

The 4G LTE MTG is a rugged military-grade device designed to perform in harsh environments. It is standard equipment on most new John Deere construction models and also available as a field kit. In addition to fast data transfer, you can tether to a smartphone or hotspot to transfer data using a Wi-Fi connection to the Internet in areas with poor cellular coverage. Wi-Fi setup is completed using the John Deere SolutionsPlus™ mobile app, available in the Google Play™ Store and iTunes® Store.



For optimal performance of JDLink Dashboard, John Deere recommends the latest versions of these browsers: Microsoft Internet Explorer®, Google Chrome™, Mozilla Firefox®, or Apple Safari®. Use a screen resolution of 1024x768 or greater.

Ask about fleet-based pricing

When it's time to renew your JDLink subscriptions, we offer significantly discounted pricing based on the number of subscriptions required for your fleet. Ask your dealer for details.

View your mixed-fleet data where you want it

Nearly every fleet includes multiple brands of equipment assets. And most companies want to track their entire fleet in one place to help reduce multiple logins to different telematics portals.

The JDLink™ Machine Data Application Programming Interface (API) converts your JDLink data to AEMP 2.0 and ISO 15143-3 standards so it can be utilized by the John Deere-endorsed mixed-fleet data-solution provider that you prefer.

John Deere-endorsed providers

We participate with several popular construction industry system providers to enable fast, easy implementation of the JDLink Machine Data API. Select Mixed-Fleet Data Solution Providers from the Tools page in the JDLink Dashboard to learn more. You may already be using one of these providers, or you may want to sign up to get started. We've made it easy — and the choice is yours.

Hardware options

Each mixed-fleet data solution provider also offers hardware to enable telematics on assets without a telematics terminal, such as compact equipment, over-the-road trucks, and even non-powered items such as trailers. Data from these assets is then viewable in the respective data-solution provider's application. Your John Deere dealer can also provide a hardware solution if you'd prefer to manage basic data for assets such as these within the JDLink Dashboard.



THE JDLINK MACHINE DATA API

Meets AEMP 2.0 and ISO 15143-3 standards

INCLUDES DATA ELEMENTS SUCH AS:

- HOURS
- LOCATION
- FUEL
- UTILIZATION
- DIAGNOSTIC TROUBLE CODES
- PAYLOAD-SCALE DATA



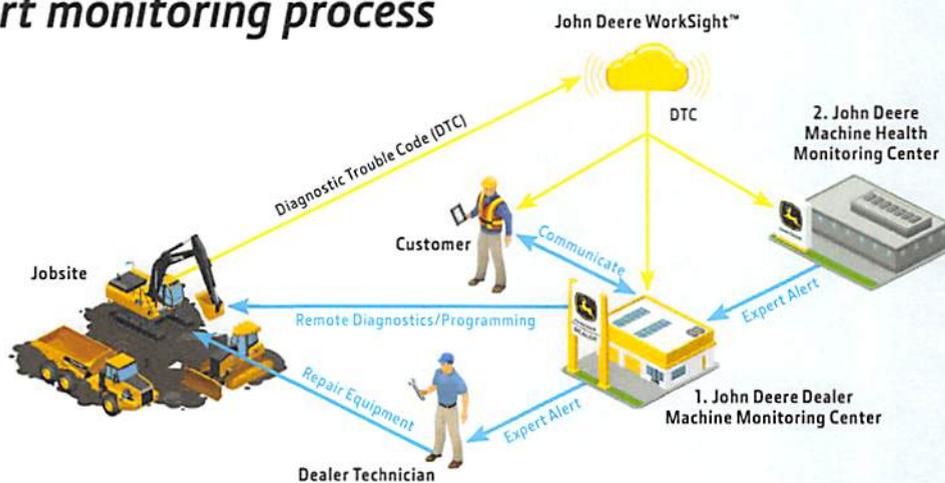
The power to see through iron and steel

To maximize the uptime of your equipment, we deliver improved machine health through an advanced dual approach:

1. Specialists at your dealer's Machine Monitoring Center use the latest telematics and alert management tools to filter and analyze the JDLink™ data generated by your machines. They can also incorporate more traditional inputs, such as fluid analysis results. This enables them to quickly identify critical issues and react — sometimes before you even know there is a problem.
2. Our central Machine Health Monitoring Center located inside John Deere Dubuque Works archives data from thousands of connected machines. Specialists identify trends within the data, determine causes, and develop new and improved preventative maintenance and repair protocols called Expert Alerts. These alerts are deployed to dealer Machine Monitoring Centers to continuously improve the speed and accuracy of machine-health solutions.

You can hand over all machine-monitoring responsibilities to your John Deere dealer. Or they can monitor your fleet in conjunction with your own maintenance team.

Alert monitoring process



An excavator sends a Diagnostic Trouble Code (DTC) to your JDLink Dashboard. When you utilize your dealer's machine monitoring services, the DTC also goes to your dealer's Machine Monitoring Center. The Machine Monitoring Specialists there can let you know if an issue is critical and requires action. They can even perform additional diagnostics and software updates without a trip to the jobsite if needed (see pages 12–13 for more details).

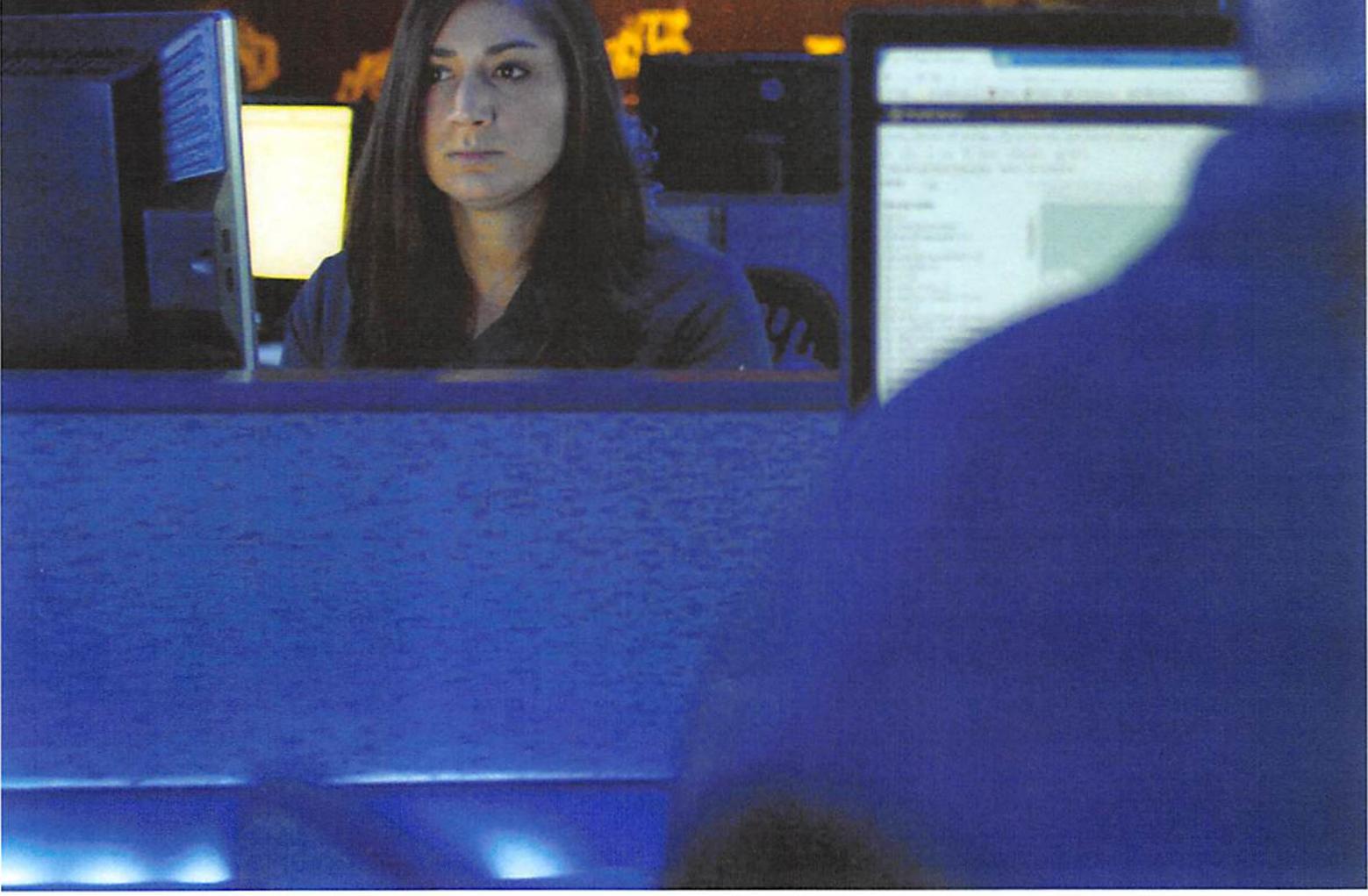
Response time is quick, and many times problems can be addressed before they cause downtime. When service technicians do visit the machine, they can often arrive with the parts to make the repair already in hand.

While your dealer focuses on addressing issues that may immediately impact you and your fleet, the Machine Health Monitoring Center continuously analyzes data from thousands of machines. The insights that only this big picture can provide help them develop and deploy solutions so your dealer can repair machines faster and even help you avoid unexpected downtime altogether.



MACHINE HEALTH MONITORING CENTER

THE POWER TO SEE THROUGH IRON AND STEEL.





Faster, less costly repairs

What if your dealer could warn you of problems with your machine and initiate solutions without visiting the jobsite and charging you for a technician's travel time?

That's what you get with John Deere WorkSight's exclusive remote diagnostics and programming. Your Deere dealer can help you reduce downtime by accessing and resetting diagnostic trouble codes and recording performance readings remotely.

Remote performance recordings

If your machine malfunctions at 1,000 rpm, for example, your Deere dealer can use remote diagnostics to record particular machine parameters at that rpm. The technician doesn't need to be onsite. And readings can be taken at full machine functionality, eliminating downtime.

If parts are needed to fix the problem assessed via remote diagnostics, the technician arrives onsite with the right parts without an initial trip to the field.

Remote software updates

Using remote programming, your machine can also receive wireless software updates, avoiding a technician having to come to the jobsite with laptop in hand.

Your fleet management and maintenance team gains twice the bench strength when your dealer and your machines are connected through remote diagnostics and programming. The advantages to owning John Deere just got a lot more compelling.

Three real-world examples of how John Deere WorkSight™ significantly optimizes uptime:

EXAMPLE

1

IMPROPER MACHINE OPERATION



- 1** JOHN DEERE WORKSIGHT sends "high tire-temperature alert" to dealer from the jobsite.
- 2** Dealer accesses **JDLINK™** website and discovers the front left and right middle tires both have low pressure and high temperature relative to the other four tires.
- 3** Dealer calls the customer and makes a **REMOTE DIAGNOSTICS** connection — absence of additional diagnostic trouble codes confirms machine is healthy.
- 4** **DEALER** confirms overall machine health is fine, but two tires have low tire pressure — which causes increased tire temperature.

RESULTS: Dealer detects improper machine condition with the potential to cause premature tire wear and expensive downtime — all without a technician trip to the jobsite.

EXAMPLE

2

REMOTE SOFTWARE UPGRADE



1 Dealer receives “high engine oil soot load alert” from **JOHN DEERE WORKSIGHT**.



2 Dealer assumes excessive idling (a common cause of high soot loads) is the culprit, but the **JDLINK** website shows the machine actively working.



3 Dealer contacts the customer, establishes **REMOTE DIAGNOSTICS** connection, and views the engine misfire reading.



4 **DEALER** matches misfire symptom with a service bulletin that identifies the problem and requires a software update — dealer deploys an Electronic Control Unit (ECU) payload via **REMOTE PROGRAMMING** to update software and resolve the problem.

RESULTS: Dealer prevents downtime by correctly diagnosing and repairing the problem remotely.

EXAMPLE

3

RIGHT PART FOR THE JOBSITE



1 **JOHN DEERE WORKSIGHT** sends dealer an alert from the jobsite.



2 Dealer technician accesses **JDLINK** and finds the grader is derated.

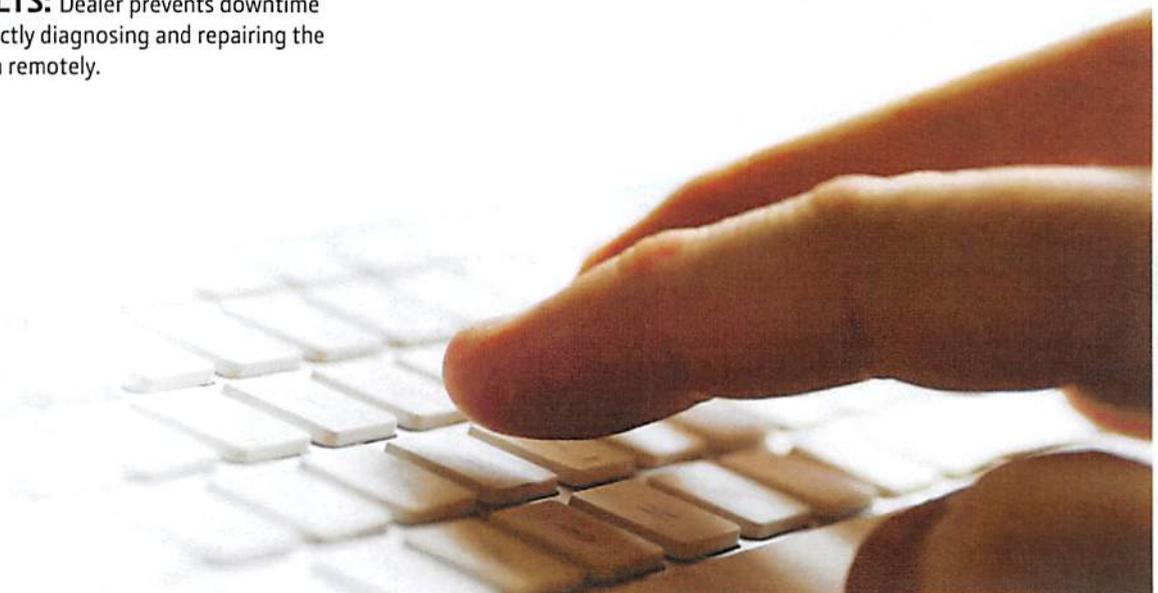


3 Dealer contacts the customer, establishes **REMOTE DIAGNOSTICS** connection, and collects an Exhaust Gas Recirculation (EGR) flow-sensor reading. The results confirm the sensor failed.



4 **DEALER** sends a technician to the jobsite with a new sensor in hand for onsite repair.

RESULTS: Dealer diagnoses problem remotely and sends a technician to the jobsite with the correct part for quick repair, avoiding an initial trip for diagnosing the problem.





DEERE

W25
410J

SULLAIR



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Sidewalk Easement Agreement, in the amount of \$7,910, effective immediately, between Commerce Bank and the City of Bloomington, in conjunction with the FY 2019 General Resurfacing Contract, which includes resurfacing Fairway Drive, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Sidewalk Easement Agreement between Commerce Bank and the City of Bloomington, in the amount of \$7,910, in conjunction with the FY 2019 General Resurfacing Contract, which includes resurfacing Fairway Drive, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade the City infrastructure and facilities

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalk

BACKGROUND: Public Works is recommending a Sidewalk Easement Agreement with Commerce Bank in conjunction with the FY 2019 General Resurfacing contract, which includes resurfacing Fairway Drive. This will allow the City to reconstruct the sidewalk in the southwest corner of the intersection of Fairway Drive and Empire Street to more easily meet ADA requirements. This work will be included in the FY 2019 General Resurfacing Contract with Rowe Construction, A Division of United Contractors Midwest, Inc.



City Staff identified Fairway Drive as a street to be resurfaced in 2018. Resurfacing the street creates an opportunity to make other improvements to Fairway drive to achieve “Complete Streets” goals. One of these improvements includes constructing a sidewalk and crosswalk for pedestrians traveling across Fairway south of Empire. Currently, there is not a marked crosswalk for this crossing. This is an important improvement, because this will provide access to the crosswalk to cross Empire Street.

City staff and Commerce Bank negotiated the attached agreement. This Easement Agreement grants the City the right to construct and maintain the needed sidewalk. In exchange, the City will reconstruct Commerce Bank’s Fairway Drive driveway approach.

The value of the Easement was estimated by City Staff to be approximately \$1,500. The cost of the improvement to the private portion of the Commerce Bank driveway is approximately \$2,150. The agreement also obligates the City to improve \$5,760 of public sidewalk and curb and gutter that was not otherwise planned. In all, this agreement costs an estimated \$7,910. This amount is included in the FY 2019 General Resurfacing contract.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Commerce Bank

FINANCIAL IMPACT: Funds to pay for the agreement are included in the Contract with Rowe Construction, A Division of United Contractors Midwest, Inc. (Bid #2018-29), which is budgeted from the Capital Improvement-Street Construction & Improvement account (40100100-72530). Stakeholders can locate the account in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement” on pages 62, 64, 183, 197, 208. The contract was approved by Council on April 23, 2018.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Luke Thoele, PE, Civil Engineer II
Michael Hill, Miscellaneous Technical Assistant

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

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Agreement Sidewalk Easement Agreement
- Map Sidewalk Easement Agreement

Prepared by / Return to:

Sorling Northrup
Aaron D. Evans, Attorney
1 North Old State Capitol Plaza
Suite 200
P.O. Box 5131
Springfield, IL 62705
Telephone: 217-544-1144
Fax: 217-522-3173

SIDEWALK EASEMENT AGREEMENT

This Sidewalk Easement Agreement (this “**Agreement**”) is made as of _____, 2018, by and between Commerce Bank, a Missouri bank and trust company, formerly known as Commerce Bank National Association (the “**Grantor**”), and the City of Bloomington, Illinois, a Municipal Corporation (the “**City**”).

RECITALS

- A. Grantor is the owner of the real property described in Appendix A attached hereto (the “**Property**”).
- B. The City desires to install a public sidewalk along a portion of the Property, and Grantor agrees to grant to the City a permanent easement over the Property for that purpose.

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

AGREEMENT

- 1. Permanent Sidewalk Easement.** Grantor hereby conveys, warrants, and grants unto the City a permanent right-of-way easement for the purpose of constructing, reconstructing, removing, replacing, maintaining, repairing, and using a public sidewalk (the “**Sidewalk**”) upon, over, and across that part of the Property legally described in Appendix B attached hereto and approximately depicted in Appendix C attached hereto (the “**Easement Premises**”).
- 2. Temporary Access Easement.** Grantor hereby conveys, warrants, and grants unto the City such temporary access to portions of the Property in addition to the Easement Premises as may be reasonably necessary or convenient from time to time to maintain, repair, and replace the Sidewalk as provided in this Agreement. Grantor also hereby conveys, warrants, and grants unto the City such temporary access to portions of the Property as may be reasonably necessary or

convenient to replace the Entrance as provided in this Agreement, and such access shall terminate upon substantial completion of the work on the Entrance as set forth in Section 3 of this Agreement. Notwithstanding the foregoing, no space on the Property may be used for storage of equipment or materials by the City without Grantor's consent.

3. Additional Consideration. As additional consideration for this Agreement, the City hereby agrees to reconstruct the entrance to the Property along Fairway Drive (the "Entrance") as follows:

- a) Remove and replace the combination concrete curb and gutter along the Entrance;
- b) Remove and replace the driveway apron between the combination concrete curb and gutter and the sidewalk with 8" Portland Cement Concrete;
- c) Remove and replace the sidewalk within the Entrance with 8" Portland Cement Concrete; and
- d) Restore the surface of that part of the Property used or traversed in connection with the construction and replacement of the Entrance, including the restoration of any sod disturbed, and any ruts caused by equipment.

4. Restoration of Property. The City shall have the obligation to restore the surface of that part of the Property used or traversed in connection with the construction, maintenance, repair, and replacement of the Sidewalk, including the restoration of any sod disturbed, and any ruts caused by equipment. The City shall make reasonable effort to preserve any plants or landscaping, but shall have the right to remove, without obligation to replace, such trees, shrubbery, or other landscaping, as well as to remove other obstructions or possible hazards, to the extent, in the sole judgment of the City, necessary to prevent possible damage to or interference with the economical, safe, or convenient construction, use, or maintenance of the Sidewalk, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs, or other obstructions which may endanger or interfere with the City's economical, safe or convenient construction, use, or maintenance of the Sidewalk.

5. Access and Notice. The City agrees that: (i) all construction activities and other activities within the Property, including the Easement Premises and Entrance, shall be coordinated with Grantor, (ii) it shall make commercially reasonable efforts to allow, to the extent possible, adequate vehicular and pedestrian ingress and egress to and from the Grantor's property through the Easement Premises and Entrance during regular business hours (M-F 9:00 am to 5:00 pm and Sat 9:00 am to 12:00 pm), and (iii) provide notice of any changes to existing vehicular and pedestrian ingress and egress to Grantor a minimum of 5 business days in advance of work being started.

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

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

8. **Indemnification and Insurance.** By acceptance of this Easement, the City agrees to hold harmless and indemnify the Grantor from and against any and all liabilities, costs and expenses, including without limitation, attorney's fees, incurred by Grantor by reason of any personal injury or death, or damage to property, to the extent caused by the City in the exercise of the foregoing easement rights and not resulting from Grantor's negligence or intentional misconduct; provided that Grantor shall give the City reasonably prompt notice when Grantor obtains actual knowledge of any such claim of liability. Prior to commencing any such construction or maintenance, the City shall provide to Grantor a certificate of insurance, evidencing commercial general liability insurance coverage, in an amount of at least \$2,000,000.00, naming Grantor as additional insured, insuring the obligations of the City, its agents or contractors hereunder.

9. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the title to the Property. The rights and easements granted to the City under this Agreement shall extend to the City's agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City.

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

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

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

{Remainder of page left intentionally blank; signature pages to follow}

APPENDIX A

P.I.N. 21-02-101-001
City of Bloomington
McLean Co., Illinois
Commerce Bank

Legal Description of Property

Lot 15 in Northcrest Addition to the City of Bloomington, EXCEPTING THEREFROM that part conveyed to the State of Illinois, for the use of the Department of Public Works and Buildings in Warranty Deed recorded November 7, 1968 as Document Number 68-8161, in McLean County, Illinois.

PIN: 21-02-101-001

APPENDIX B

P.I.N. 21-02-101-001
City of Bloomington
McLean Co., Illinois
Commerce Bank

Legal Description of Sidewalk Easement

Beginning at the location where the south right-of-way of Illinois Route 9 (Empire Street) intersects the east edge of the above described parcel; thence south 38 feet along the east property line of the said parcel; thence northwest 51.60 feet to a point 22 feet west of the Point of Beginning along the south right-of-way of Illinois Route 9; thence 22 feet east along the south right-of-way of Illinois Route 9 to the Point of Beginning; containing approximately 375 square feet.

APPENDIX C

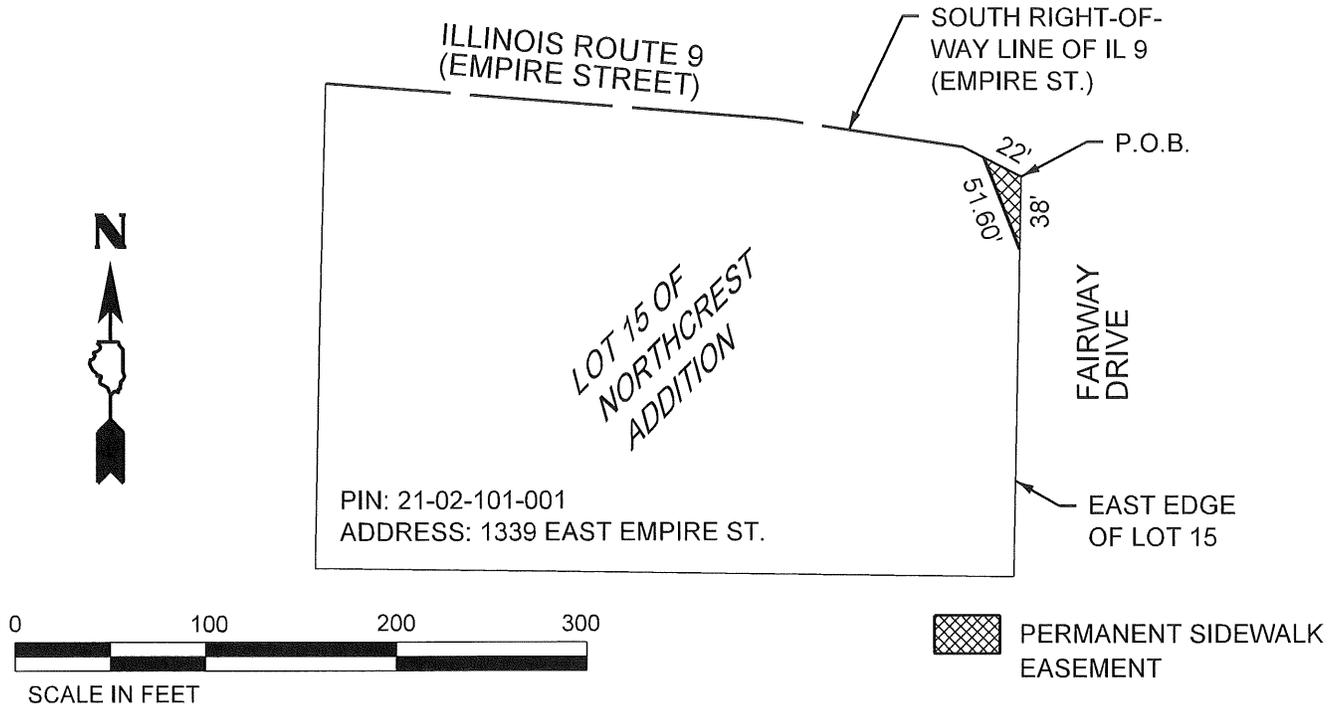
P.I.N. 21-02-101-001
City of Bloomington
McLean Co., Illinois
Commerce Bank

Depiction of Sidewalk Easement

(Attached)

PERMANENT SIDEWALK EASEMENT

PART OF THE NW1/4 OF SECTION 2
T23N, R2E, 3 PM



Description of Property to be Burdened by Easement:

Lot 15 in Northcrest Addition to the City of Bloomington, EXCEPTING THEREFROM that part conveyed to the State of Illinois, for the use of the Department of Public Works and Buildings in Warranty Deed recorded November 7, 1968 as Document Number 68-8161, in McLean County, Illinois.

Description of Permanent Sidewalk Easement:

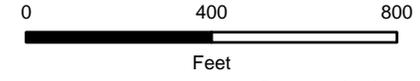
From the Point of Beginning where the south right-of-way of Illinois Route 9 (Empire Street) intersects the east edge of Lot 15 as described above; thence south 38 feet along the east edge of Lot 15 as described above; thence northwest 51.60 feet to a point 22 feet west of the Point of Beginning along the south right-of-way of Illinois Route 9; thence 22 feet east along the south right-of-way of Illinois Route 9 to the Point of Beginning; containing approximately 375 square feet.

I HEREBY CERTIFY THAT THIS IS A TRUE PLAT
COMPILED FROM THE RECORDS OF THE CITY OF
BLOOMINGTON, ILLINOIS, FOR THE PURPOSE OF
PERMANENT SIDEWALK EASEMENT.

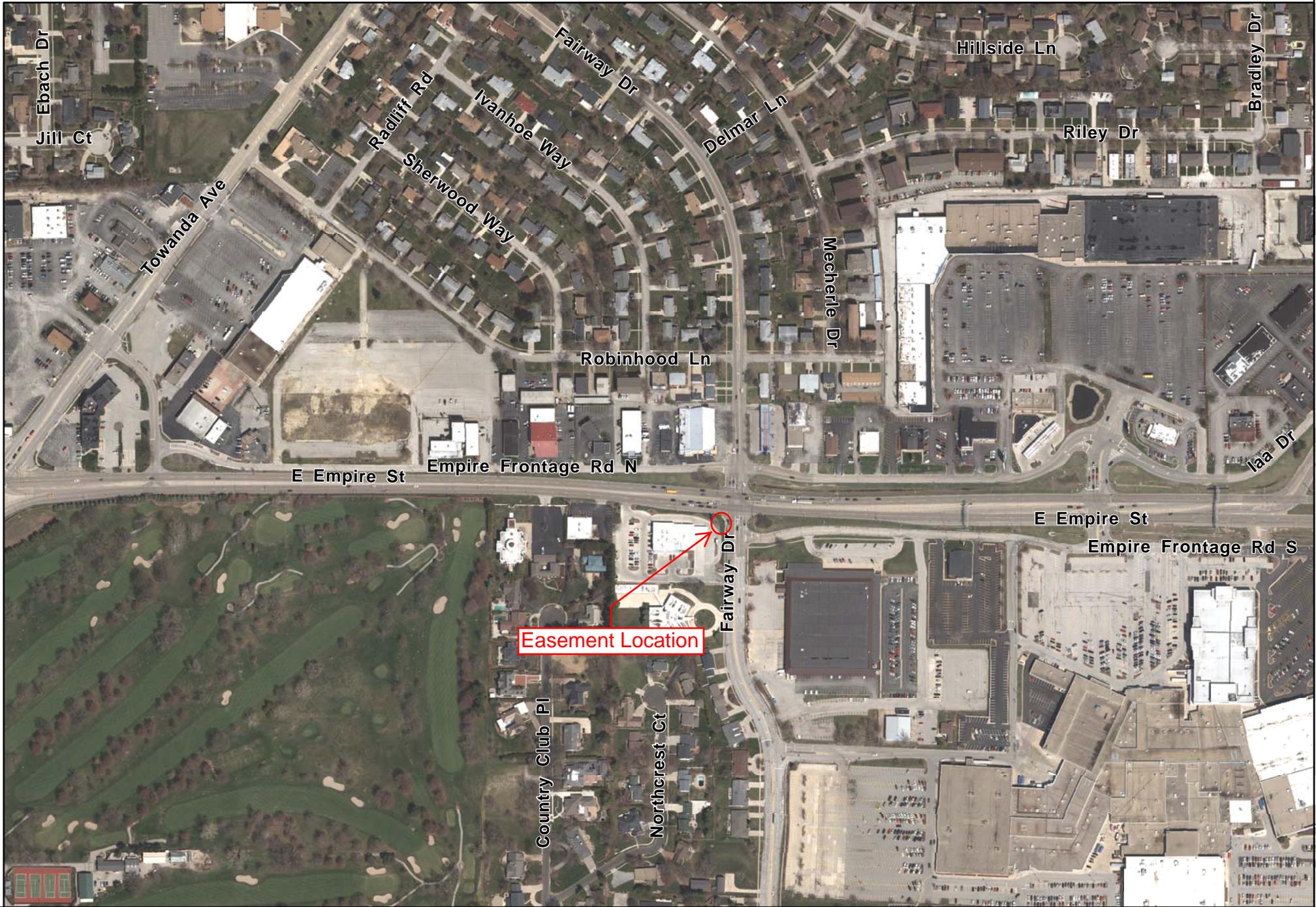
Kevin Kothe
KEVIN KOTHE, P.E.
CITY ENGINEER
CITY OF BLOOMINGTON, ILLINOIS

6/6/2018
DATE

FAIRWAY @ EMPIRE PROJECT VICINITY



Date: 12/20/2017





CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: Department of Parks, Recreation, and Cultural Arts

SUBJECT: Consideration of an Ordinance Amending the Fiscal Year 2018 Budget and approval of a Professional Services Contract with the Farnsworth Group, Inc., in the amount of \$106,000, using donated funds raised by the Friends of the BCPA/BCPA Capital Campaign, for Professional Architectural Services to Design HVAC Upgrades at the Creativity Center (RFQ 2016-04), as requested by the Parks, Recreation, and Cultural Arts Department.

RECOMMENDATION/MOTION: (1) the Ordinance Amending the Fiscal Year 2019 Budget to fund a Professional Services Contract with Farnsworth Group, Inc., in the amount of \$106,000.00, using donated funds raised by the Friends of the BCPA/BCPA Capital Campaign, be approved and the Mayor and City Clerk be authorized to execute the Ordinance; and (2) the Professional Services Contract with Farnsworth Group for Professional Architectural Services to Design HVAC Upgrades at the Creativity Center (RFQ 2016-04) be approved, and the Interim City Manager and the City Clerk be authorized to execute the Contract.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services
Goal 2. Upgrade City Infrastructure and Facilities

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

BACKGROUND: The Creativity Center is being renovated with private funds. Staff is seeking approval to release \$106,000.00 from the funds already raised from private donations to hire Farnsworth Group, Inc. to create plans for the HVAC upgrades required at the Creativity Center. In its current condition, the Creativity Center is underutilized space for the City. None of the three rooftop air units currently works, and of the three groups currently renting space in the Center, all are using space heater and portable AC units.

At the 14 March 2016 Meeting, Council adopted Resolution 2016-10 (A Resolution Establishing the Firms in General Architectural, Engineering and Land Surveying that are Deemed to be the Most Qualified to Perform Services to the City for a Three-Year Period, with the Option for Requalification for Two Additional One-Year Periods). Farnsworth Group, Inc. was listed as one of the most qualified firms for the Architectural, Environmental and Land Survey categories, which are key design services of the project as described above.

Based on the Farnsworth Group's selection under RFQ 2016-04 and their previous successful assignments in assisting the City, Farnsworth Group was asked to submit a proposal for assistance with these improvements at the Creativity Center. For this specific project, as outlined

above, Farnsworth Group, Inc. was deemed to be the most qualified and best fit for the work out of the pre-qualified architectural firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was presented to Farnsworth Group, Inc. as this is a continuation of an existing project. This issue has also been discussed with the Friends of the BCPA, McLean County Arts Center, Illinois Symphony Orchestra, American Passion Play, Sounds of Illinois, City of Bloomington's Cultural District Commission, and the BCAI.

FINANCIAL IMPACT: Funds have been raised by the Friends of the BCPA for support of the BCPA and Creativity Center, however no use of these funds was budgeted for FY 2019. A Budget Amendment is therefore required and is included as IC Ordinance and Exhibit 1D.

These funds will be paid from the BCPA Capital Campaign Engineering Services account (10014130-70051). While a component of the General Fund, these funds have been classified as restricted and the use of them will not affect the General Fund Budgetary Fund Balance.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: James Mack, BCPA Performing Arts Manager

Reviewed By: Eric Veal, Assistant Director of Parks, Rec and Cultural Arts

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Creativity Center Mechanical Equipment Upgrades Revised
- Budget Amendment Ordinance
- Budget Exhibit



Proposal

City of Bloomington
Parks, Recreation &
Cultural Arts Department

Creativity Center HVAC
Upgrades

Revised May 3, 2018

May 3, 2018

Mr. Eric Veal, Assistant Director
Bloomington Parks, Recreation & Cultural Arts Department
115 East Washington Street
Bloomington, Illinois 61701

Re: Professional Services for Creativity Center HVAC Upgrades

Mr. Veal:

FARNSWORTH GROUP, Inc. is pleased for the opportunity to be of continued service to the City of Bloomington and particularly regarding the Parks, Recreation and Cultural Arts Department's desired upgrades to the Creativity Center's HVAC systems. The following is a recommended scope of services and description of the project as we understand it based upon our recent discussions.

Project Description

We understand that this project is intended to address a replacement of existing rooftop mounted HVAC equipment with new equipment designed to accommodate the previously proposed program for the Creativity Center. We further understand that proposed HVAC equipment will be installed on a new structural steel tower located on the south side of the building. Prior to final project siting, a review of potential tower locations at the north side of the building will be conducted. Additionally, we understand that the new support tower will be designed with access ladders connecting service platforms around the perimeter of each unit and with accommodations for service outlets and hosebibs at each level. Furthermore, we understand that the tower will be enclosed with a visual screen wall around the perimeter and include access panels at appropriate locations around the perimeter as required for maintenance operations. Finally, we understand that, for the new trunk lines will be included and that existing branch distribution will be reused as possible.

Proposed Scope of Services

The proposed Scope of Services for this project is as follows:

1. Update previously developed existing condition building plans to define new scope of work including:
 - o Engineer and detail steel support tower and service platforms for new HVAC equipment
 - o Develop new mechanical, electrical and plumbing systems drawings as required for provide for new HVAC equipment, exterior, drainable plumbing and electrical service lighting and outlets.
2. Develop Division 01 front end and technical specifications for the project.
3. Develop one Opinion of Probable Cost at Design during the course of the project design process.
4. Provide construction documents to the City in the form of PDFs.
5. Attend one City run Pre-Bid Meeting.
6. Provide responses to Bidder questions in written form for inclusion in a City issued Addenda.
7. Evaluate submitted bids and prepare bid summary / recommendation letter.

8. Prepare Owner-Contractor Agreement.
9. Conduct four (4) Contractor Pay Application reviews during the construction period.
10. Review of shop drawings. This includes a maximum of three reviews per submittal.
11. Review and respond to contractor Requests for Information throughout the duration of the project.

Optional Services

The following services are available from Farnsworth Group, however have not been included in this proposal:

- Conduct additional site visits for reviewing previously undisclosed conditions or to verify completion of punch list items.
- Conduct additional pay request reviews.
- Conduct additional Punch List verification visits.
- Value engineering opinions.
- Expansion of project scope to areas beyond the new HVAC tower and ductwork reconfiguration described above.

FARNSWORTH GROUP, Inc. will provide Optional services listed above, and other Additional Services not listed, as requested and approved by Owner's Representative on a Time & Materials basis (See attached 2018 Schedule of Charges).

Owner Responsibilities

The following services are must be provided by City of Bloomington Parks, Recreation and Cultural Arts Department to allow Farnsworth Group to complete to scope of services outlined above:

1. Provide timely response to requests for information.
2. Provide asbestos survey information for materials to be demolished in compliance with EPA requirements. Information on abatement requirements, including any associated abatement costs are required to complete the project budget sheet.
3. Provide geotechnical information (soil borings) necessary for the design of the new HVAC support tower foundations.
4. Printing costs associated with bidding, permit and construction sets.

Schedule

We understand that the final schedule for the project has not yet been determined. To that effect, we work with the Parks, Recreation and Cultural Arts Department to develop a mutually satisfactory schedule.

Agreement

Farnsworth Group proposes to provide the scope of basic services listed above for a fixed labor fee in the amount of \$106,000.00. Reimbursable expenses, with exception of printing charges described above, are included in this amount and will be charged separately. This Proposal will serve as form of Agreement effective this 30th day of March in the year 2018 between Farnsworth Group, Inc. hereinafter referred to as FGI, of Normal, IL and the City of Bloomington Parks, Recreation and Cultural Arts Department hereinafter referred to as the CLIENT.

This Agreement, the attached General Conditions and the 2018 Schedule of Charges represent the entire and integrated Agreement between the CLIENT and FGI and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and FGI.

We appreciate the opportunity to be of service. If there are any questions about any part of this proposal, please don't hesitate to call.

Sincerely,

FARNSWORTH GROUP, INC.

City of Bloomington Parks, Recreation and Cultural
Arts Department
Client



Signature

Signature

John E Bishop Jr., AIA, LEED AP

Typed Name

Typed Name

Senior Architectural Manager

Title

Title

March 22, 2018

Date

Date



Signature

John E Bishop Jr., AIA, LEED AP

Typed Name

Senior Architectural Manager

Title

March 22, 2018

Date

Reviewed: DGB

Attachments (2): FGI General Conditions
FGI Schedule of Charges - 2018 Rate Sheet



GENERAL CONDITIONS
As modified for City of Bloomington Contracts per July 27, 2015
Communication with City Corporate Counsel Jeff Jurgens

Date: May 3, 2018
Client: City of Bloomington Parks, Recreation and Cultural Arts Department
Project: Creativity Center HVAC Upgrades

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

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

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

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

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

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

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

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

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

order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

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

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

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

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

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

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

Suspension: CLIENT or FARNSWORTH GROUP may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH GROUP make normal progress of the work impossible. FARNSWORTH GROUP may suspend work in the event CLIENT does not pay invoices when due, and

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

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

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

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

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

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

to use the document in an unencumbered manner for the purposes of remediation, remodeling and/or construction.

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

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither FARNSWORTH GROUP nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

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

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

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH GROUP, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH GROUP cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH GROUP's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH GROUP to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH GROUP in performing professional services shall be limited to the limits of FARNSWORTH GROUP's applicable insurance limits. ~~fifty thousand~~

dollars (\$50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against FARNSWORTH GROUP, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH GROUP in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH GROUP would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this Agreement, (iv) the Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH GROUP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH GROUP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH GROUP performing the services in accordance with the Standard of Care.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment report are provided at the discretion of the environmental professional for the benefit of the client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for this report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.



Schedule of Charges - January 1, 2018

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 68.00
Engineering Intern I	\$ 109.00
Engineering Intern II	\$ 120.00
Engineer/Land Surveyor.....	\$ 132.00
Senior Engineer/Senior Land Surveyor.....	\$ 138.00
Project Engineer/Project Land Surveyor	\$ 151.00
Senior Project Engineer/Senior Project Land Surveyor	\$ 168.00
Engineering Manager/Land Surveying Manager.....	\$ 189.00
Senior Engineering Manager/Senior Land Surveying Manager.....	\$ 199.00
Principal/Vice President.....	\$ 207.00

Technical Staff

Technician I	\$ 71.00
Technician II	\$ 96.00
Senior Technician	\$ 106.00
Chief Technician.....	\$ 123.00
Designer/Computer Specialist/Lead Technician	\$ 133.00
Senior Designer.....	\$ 138.00
Project Designer/Project Technician	\$ 146.00
Senior Project Designer/Systems Integration Manager	\$ 165.00
Design Manager/Government Affairs Manager.....	\$ 177.00
Technical Manager	\$ 187.00
Senior Technical Manager.....	\$ 200.00

Architecture/Landscape Architecture/Interior Design Professional Staff

Designer I	\$ 99.00
Senior Interior Designer/Designer II	\$ 109.00
Architect/Designer III/Project Coordinator	\$ 125.00
Senior Architect/Senior Project Coordinator.....	\$ 132.00
Project Architect/Project Manager.....	\$ 144.00
Senior Project Architect/Senior Project Manager	\$ 158.00
Architectural Manager.....	\$ 169.00
Senior Architectural Manager	\$ 178.00
Principal – Architecture.....	\$ 201.00

Units

Overtime, If Required by Client – Non-Exempt Employees Only.....	1.25xbilling rate
Expert Testimony.....	2xbilling rate
Per diem	\$51.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$13.00/hr
Automobile mileage	\$0.58/mile
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$22.00/hr
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2019 UNLESS NOTIFIED

ORDINANCE NO. 2018 –

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019**

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed as detailed below;

Professional Architectural Services to Design HVAC Upgrades at the Creativity Center in the amount of \$106,000.00.

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2018-23

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

PASSED this 25th day of June 2018.

APPROVED this ____ day of June 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk

FY 2019 Budget Amendment-Budget Amendment Exhibit

Account #	Fund	Account Description	Amount	Comments
10010010-40000	General	Use of Fund Balance	\$ (106,000.00)	Restricted fund balance
10014130-70051	General	Architectual & Engineering Services for Capital	\$ 106,000.00	
Net Transaction:			\$ -	



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENTS: Legal Department / Information Services / Public Works / Parks, Recreation, & Cultural Arts

SUBJECT: Consideration of:

- a) a Resolution approving an Intergovernmental Agreement with the City of Bloomington Township for the provision of various services, including Information Services, Mowing, Snow Removal, and Outdoor Lighting; and
- b) a Resolution approving the Intergovernmental Agreement between the City of Bloomington and the City of Bloomington Township Relating to the Provision of IT Services to the City of Bloomington Township Assessor, as requested by the City of Bloomington Township and recommended by the Legal Department.

RECOMMENDATION/MOTION:

- a) a Resolution approving the Intergovernmental Agreement between the City of Bloomington and the City of Bloomington Township for the Provision of Various City Services; and
- b) a Resolution approving the Intergovernmental Agreement between the City of Bloomington and the City of Bloomington Township Relating to the Provision of IT Services to the City of Bloomington Township Assessor be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On May 14, 2018, the City Council approved a resolution to terminate an existing intergovernmental agreement with the City of Bloomington Township (“Township”) regarding the operation of the John M. Scott Trust. Part of that intergovernmental agreement also addressed other services that the City provides to the Township, including the provision of mowing and snow removal at the Township Building. These services are billed to the Township and then reimbursed to the City. Both the City and Township desire for these services to continue, along with other services that are not part of a formal intergovernmental agreement, including the provision of information technology services performed by the Information Services Department and certain lighting repair work performed by Public Works. For the information technology

services, the Township will pay the City \$6,500 annually. However, the Information Services Department will keep track of these services and may seek to adjust this amount in the future.

A second intergovernmental agreement has also been proposed to address the provision of information technology services performed by the Information Services Department to the Township Assessor. Under that agreement, the Township will pay the City \$15,000 annually. The amount for the Assessor is higher than generally for the Township, as more IT work is anticipated with the Assessor. Similar to the other agreement, however, Information Services Department will keep track of these services and may seek to adjust this amount in the future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The revenue for the information technology services for both the City of Bloomington Township (“Township”) and the Township Assessor will be recorded under Information Services-Other Charges for Services account (10011610-54990). The revenue for Parks mowing and snow removal is receipted into the Parks Maintenance-Other Charges for Service account (10014110-54990). These revenue accounts can be located in the FY 2019 Proposed Budget book titled “Budget Overview and General Fund” on pages 140 and 154.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jeffrey R. Jurgens, Corporation Counsel

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

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Resolution Approving Township Intergovernmental Agreement for Services
- Township Intergovernmental Agreement for General City Services
- Resolution Approving Intergovernmental Agreement with Township Assessor for IT Services
- Township Intergovernmental Agreement for IT Services with Assessor

RESOLUTION NO. 2018 - ____

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE CITY OF BLOOMINGTON TOWNSHIP FOR THE PROVISION OF VARIOUS SERVICES

WHEREAS, the City of Bloomington (hereinafter “City”) is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City of Bloomington Township (hereinafter “Township”) is a unit of local government operating under and pursuant to the Illinois Township Code; and

WHEREAS, the Constitution of the State of Illinois (1970), at Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., further provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, the City and the Township (sometimes collectively referred to herein as the “Parties”) are units of local government in Illinois;

WHEREAS, the Parties seek to work and contract together for various services in an effort to promote efficiency and to reduce the expenditure of taxpayer funds.

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

SECTION ONE: That the Mayor be and he is hereby authorized to execute for and on behalf of the City of Bloomington, an Intergovernmental Agreement between the City of Bloomington and the City of Bloomington Township for the Provision of Various City Services (hereinafter “Agreement”), a copy of said Agreement is marked as Exhibit A, attached hereto and incorporated herein by reference.

SECTION TWO: The Agreement shall be effective upon both parties executing the Agreement and its terms shall replace and supersede the terms of any other agreements between the parties on the provision of the services covered.

SECTION THREE: That the City Clerk be and she is hereby authorized and directed to attest the signature of the Mayor on said Agreement and retain an original in her office for public inspection.

ADOPTED this 25th day of June 2018.

APPROVED this _____ day of June, 2018.

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF BLOOMINGTON AND THE CITY OF BLOOMINGTON TOWNSHIP FOR
THE PROVISION OF VARIOUS INTERGOVERNMENTAL SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”), made and entered into on this ____ day of _____, 2018 (the “Effective Date”), by and between the CITY OF BLOOMINGTON, an Illinois home rule municipal corporation (the “City”) and the CITY OF BLOOMINGTON TOWNSHIP, a political subdivision of the State of Illinois (the “Township”), both of the County of McLean, State of Illinois, is hereby agreed to pursuant to and in accordance with the authority contained herein.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois (1970), at Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., further provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, the City and the Township (sometimes collectively referred to herein as the “Parties”) are units of local government in Illinois;

WHEREAS, the Parties seek to work and contract together for various services in an effort to promote efficiency and to reduce the expenditure of taxpayer funds.

NOW, THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations, and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Township hereby agree, and covenant as follows.

1. AUTHORITY. The Parties agree that their respective governing authorities have authorized the execution of this Agreement and the terms contained herein.

2. SCOPE OF AGREEMENT. The Parties agree that the following shall be provided by and among themselves:

- 2.1. Information Technology Services as outlined on the attached Exhibit A;
- 2.2. Snow Removal and Ice Control as outlined on the attached Exhibit B; and
- 2.3. Mowing and Trimming Services as outlined on the attached Exhibit C;

All of the above Exhibits are attached hereto and incorporated herein as part of the Agreement.

3. TERM. This Agreement shall remain in force and effect until May 1, 2021, from the Effective Date, subject to the terms of paragraph 11 regarding Termination. Upon the expiration of this original term, the Agreement shall be automatically renewed for succeeding terms of four (4) years. The current and any future terms of this Agreement remain subject to paragraph 11 of this Agreement regarding early Termination.

4. EMPLOYMENT-RELATED LIABILITIES. Each of the Parties shall be solely responsible for any and all liability, employee benefits, wage and disability payments, pension and workers' compensation claims, damages to or destruction of equipment arising out of or in connection with the terms of this Agreement and shall hold the other Party harmless from any such claim(s).

5. INDEMNIFICATION.

5.1. The Township shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees, from any and all liability, claims, losses, costs, damage and/or expenses, injury and/or death to person(s) or injury to property, including reasonable attorneys' fees, arising out of or resulting from the action, negligence, malfeasance, and/or misfeasance of the Township or its officers, agents, or employees in its performance or non-performance of this Agreement.

5.2. The City shall defend, indemnify, and hold harmless the Township, and its officers, agents, and employees, from any and all liability, claims, losses, costs, damage or expenses, injury and/or death to person(s) or injury to property, including reasonable attorneys' fees, arising out of or resulting from the action, negligence, malfeasance, and/or misfeasance of the City or its officers, agents, or employees in its performance or non-performance of this Agreement.

5.3. Each Party agrees to promptly notify the other Party of any threatened or pending claims and agree to raise as defenses all civil immunities provided by law.

6. DISPUTE RESOLUTION. The Parties agree to work in a cooperative manner to resolve any disagreements or issues as they may arise throughout the term of this Agreement. To that end, if a dispute cannot be resolved by the Township Supervisor and the relevant administrative staff of the City, then the Township Supervisor and the Mayor (or designated representative) shall meet in an attempt to resolve the dispute. If the Parties still cannot resolve the dispute, they agree that any cause of action shall be brought in the Circuit Court of McLean County, Illinois, and that the laws of the State of Illinois shall apply.

7. NOTICES. All notices or communications provided for herein shall be in writing and shall be delivered to City or Township either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed as follows:

City:

City of Bloomington
Attn: City Manager
109 E. Olive Street

Township:

City of Bloomington Township
Attn: Township Supervisor
607 S. Gridley Street, Suite B

8. ASSIGNMENTS. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. However, this Agreement shall not be assigned by either Party without prior written consent of the other Party.

9. SEVERABILITY. If any provisions of this Agreement are held to contravene or be invalid under the laws of Illinois, such contravention or invalidity will not invalidate the entire Agreement, but will be construed as if not containing the invalid provision and the rights or obligations of the Parties will be construed and enforced accordingly.

10. JOINT DRAFTING. The Parties acknowledge they are both represented by legal counsel, who participated in the drafting and review of this Agreement. Accordingly, this Agreement shall be deemed to have been drafted jointly by the Parties hereto, and no inference or interpretation against any Party shall be made solely by virtue of such Party allegedly having been the drafter of this Agreement.

11. TERMINATION. Either the City or the Township may terminate this Agreement or a particular Exhibit to this Agreement (by providing the other Party ninety (90) business days advance written notice.

12. AMENDMENTS. This Agreement sets forth the complete understanding between the City and Township, and any amendments hereto must be in writing to be effective.

13. FREEDOM OF INFORMATION. The Parties understand this Agreement are subject to the provisions of the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).

WITNESSETH WHEREOF, the City of Bloomington and the City of Bloomington Township, have caused this Agreement to be signed (whether in duplicate originals or electronically), by their respective authorized representatives and attested by their respective clerks and their seals affixed hereto, all as of the Effective Date of this Agreement.

City of Bloomington

City of Bloomington Township

Tari Renner, Mayor

Supervisor

ATTEST:

ATTEST:

Cherry Lawson, City Clerk

Township Clerk

EXHIBIT A
INFORMATION TECHNOLOGY SERVICES FOR TOWNSHIP

Scope of Services

The City shall provide the following information technology services to the Township:

- Account Management
 - Network Administrator Management
 - IT Purchasing Recommendations and Installation, including software upgrades and licensing changes (e.g., VisualGA and QuickBooks)
 - Status Reporting
 - IT Director Support
 - Network Administrator Support
 - Desktop Technician Support
 - 24/7 Emergency Service
 - Email Services and Internet Connectivity with Virus Scanning
- Network Infrastructure and Server Maintenance
 - Manage Firewalls, Access Points, and Routers
 - Operator Systems
 - Firmware
 - Patch Management
 - Manage Servers
 - Operating Systems
 - Firmware
 - Patch Management
 - Network File Storage Space with Enterprise Backup
 - Networking Hardware Support
- Monitoring and Notifications
 - Server and Network Infrastructure
- Helpdesk Services
 - Desktop Infrastructure/Hardware Support
 - Workgroup and Personal Printer Support
 - Desktop Productivity Application Support
 - User Administration
 - Adding, changing, deleting accounts as directed by Township Supervisor
 - Security and authentication issues
 - Remote access
 - Mobile Devices (paid for with Township funds)
 - Inventory Management and Assessment of Needs
- Hardware and Software Purchases
 - Assistance with developing specifications for new hardware.
 - Develop hardware specifications in coordination with Township staff
 - Source hardware based on agreed upon specifications
 - Costs for these purchases will be passed through to Township
 - Operating system software, productivity software and department-specific software

- Provide standard operating system (Windows 7, 10, etc.) and productivity suite software (Microsoft Office) licensing within the scope of the agreement
- Consult where necessary with Township staff regarding specific, point solution, software applications
- Confirm such software solutions are compatible with the City's computing environment
- Provide recommendations as necessary to ensure any new software applications are compatible with City computing environment
- Costs for specific, point solution software applications will be the responsibility of Township.

Additional Resources

At the request of the Township, the City may contract for additional resources outside of the scope of this Agreement. The City will manage these tasks and supervise the additional resources as needed and the City shall bill the Township separately for such contracted resources. The Parties agree to adhere to any bidding requirements or other legal obligations in obtaining these services, including, but not limited to, the Prevailing Wage Act (820 ILCS 130).

Compensation

The Township will pay to the City the amount of Six Thousand Five-Hundred and 00/100 Dollars (\$6,500.00) annually for the information technology services provided above. Said amount shall constitute full and complete compensation for the above services, but does not include the provision of any hardware or software. The Parties may agree for monthly installment payments of the annual amount of compensation. In addition, it is the intent of the parties that the City not supplement the Township's expenses for its IT needs and accordingly the parties may amend the annual payment by written amendment signed by both parties to reflect the costs.

Insurance

The Parties agree to purchase cyber-liability insurance and list each other as an additional insured.

Confidentiality

The City agrees that it and its employees assigned to the Township will not disclose any information learned during the performance of this Agreement relating to the business of the Township that is confidential, including, without limitation, all employee information, General Assistance applicants or recipients, or any such data which is generally known to be confidential.

EXHIBIT B
SNOW REMOVAL AND ICE CONTROL SERVICES FOR TOWNSHIP

General Scope of Services

It is the intention of the City to provide the Township with snow removal and ice control services for the Township's real property located at 607 S. Gridley Street, Suite B, Bloomington, Illinois. This specifically includes, but is not limited to, the parking lot, sidewalks, and other paved areas.

Specific Scope of Services

The snow removal and ice control services shall include, but not necessarily be limited to:

- Snow plowing;
- Ice control;
- Salting;
- The removal of snow if it accumulates in large amounts; and
- Repair of damage done to sidewalks and the parking lot if done by snowplows.

While the Parties agree these services will be provided on an "as needed" basis, the Parks, Recreation & Cultural Arts and/or Public Works Department shall have the right to begin the above services without first receiving any authorization from the Township.

Materials and Equipment

The City shall provide any materials and equipment required for the services contemplated in this Exhibit, but the Parties shall consider that supply when assessing the costs for such services.

Compensation

The Township shall pay to the City the amount of all its reasonable material, equipment, and labor charges for the services contemplated in this Exhibit. The City shall submit any invoice related to those charges to the Township monthly.

Insurance

The City acknowledges it is insured, and it shall add the Township as an additional insured to the liability coverage under such policy and provide evidence thereof within thirty (30) business days following the Effective Date of this Agreement.

EXHIBIT C
MOWING AND TRIMMING & LIGHTING SERVICES FOR THE TOWNSHIP

General Scope of Services

It is the intention of the City to provide the Township with certain lawn maintenance services at the Township's real property located at 607 S. Gridley Street, Suite B, Bloomington, Illinois.

Specific Scope of Services

The lawn maintenance services shall include, but not be limited to:

- Parking lot light maintenance;
- Mowing;
- Weed trimming;
- Edging along sidewalks; and
- Blowing of clippings/yard waste off sidewalks.

While the Parties agree these services will be provided on an "as needed" basis, the Parks, Recreation & Cultural Arts and/or Public Works Department shall have the right to begin the above services without first receiving any authorization from the Township.

Materials and Equipment

The City shall provide any materials and equipment required for the services contemplated in this Exhibit, but the Parties shall consider that supply when assessing the costs for such services.

Additional Resources

At the request of the Township, the City may contract for additional resources outside of the scope of this Agreement (e.g., landscaping, parking lot lights, gravel/rock purchasing and placement, and purchasing/planting trees). The City will manage these tasks and supervise the additional resources as needed and the City shall bill the Township separately for such contracted resources. The Parties agree to adhere to any bidding requirements or other legal obligations in obtaining these services, including, but not limited to, the Prevailing Wage Act (820 ILCS 130).

Compensation

The Township shall pay to the City the amount of all its reasonable material, equipment, and labor charges for the services contemplated in this Exhibit. The City shall submit any invoice related to those charges to the Township monthly.

Insurance

The City acknowledges it is insured, and it shall add the Township as an additional insured to the liability coverage under such policy and provide evidence thereof within thirty (30) business days following the Effective Date of this Agreement.

RESOLUTION NO. 2018 - ____

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE CITY OF BLOOMINGTON TOWNSHIP FOR THE PROVISION OF IT SERVICES TO THE TOWNSHIP ASSESSOR

WHEREAS, the City of Bloomington (hereinafter “City”) is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City of Bloomington Township (hereinafter “Township”) is a unit of local government operating under and pursuant to the Illinois Township Code; and

WHEREAS, the Constitution of the State of Illinois (1970), at Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., further provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, the City and the Township (sometimes collectively referred to herein as the “Parties”) are units of local government in Illinois;

WHEREAS, the Parties seek to work and contract together for various services in an effort to promote efficiency and to reduce the expenditure of taxpayer funds.

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

SECTION ONE: That the Mayor be and he is hereby authorized to execute for and on behalf of the City of Bloomington, an Intergovernmental Agreement between the City of Bloomington and the City of Bloomington Township for the Provision of IT Services (hereinafter “Agreement”), a copy of said Agreement is marked as Exhibit A, attached hereto and incorporated herein by reference.

SECTION TWO: The Agreement shall be effective upon both parties executing the Agreement and its terms shall replace and supersede the terms of any other agreements between the parties on the provision of the services covered.

SECTION THREE: That the City Clerk be and she is hereby authorized and directed to attest the signature of the Mayor on said Agreement and retain an original in her office for public inspection.

ADOPTED this 25th day of June 2018.

APPROVED this _____ day of June 2018.

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF BLOOMINGTON AND THE CITY OF BLOOMINGTON TOWNSHIP
RELATING TO THE PROVISION OF IT SERVICES TO THE CITY OF
BLOOMINGTON TOWNSHIP ASSESSOR**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”), made and entered into on this ____ day of _____, 2018 (the “Effective Date”), by and between the CITY OF BLOOMINGTON, an Illinois home rule municipal corporation (the “City”) and the CITY OF BLOOMINGTON TOWNSHIP, a political subdivision of the State of Illinois (the “Township”), both of the County of McLean, State of Illinois, is hereby agreed to pursuant to and in accordance with the authority contained herein.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois (1970), at Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., further provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, the City and the Township (sometimes collectively referred to herein as the “Parties”) are units of local government in Illinois;

WHEREAS, the Parties seek to work and contract together for the provision of information technology services to the Township Assessor in an effort to promote efficiency and to reduce the expenditure of taxpayer funds.

NOW, THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations, and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Township hereby agree, and covenant as follows.

1. AUTHORITY. The Parties agree that their respective governing authorities have authorized the execution of this Agreement and the terms contained herein.

2. SCOPE OF AGREEMENT. The Parties agree that Information Technology Services, as outlined on the attached Exhibit A, shall be provided by the City to the Township Assessor.

3. TERM. This Agreement shall remain in force and effect until May 1, 2021, from the Effective Date, subject to the terms of paragraph 11 regarding Termination.

4. COMPENSATION. For the services provided in this Exhibit A, the Assessor shall pay the City \$15,000, on an annual basis, due and payable in equal monthly installments. In addition,

the Assessor shall be responsible for any additional software, hardware or third-party support or vendor costs that the City must incur to provide the services to the Assessor. The City shall track the services it provides to the Assessor, as well as the employee hours and any hard costs necessary to provide the services to the Assessor. It is the intent of the parties that the City not supplement the Assessor's expenses for its IT needs and accordingly the parties may amend the annual payment by written amendment signed by both parties to reflect the costs.

5. EMPLOYMENT-RELATED LIABILITIES. Each of the Parties shall be solely responsible for any and all liability, employee benefits, wage and disability payments, pension and workers' compensation claims, damages to or destruction of equipment arising out of or in connection with the terms of this Agreement and shall hold the other Party harmless from any such claim(s).

6. INDEMNIFICATION.

6.1. The Township shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees, from any and all liability, claims, losses, costs, damage and/or expenses, injury and/or death to person(s) or injury to property, including reasonable attorneys' fees, arising out of or resulting from the action, negligence, malfeasance, and/or misfeasance of the Township or its officers, agents, or employees in its performance or non-performance of this Agreement.

6.2. The City shall defend, indemnify, and hold harmless the Township, and its officers, agents, and employees, from any and all liability, claims, losses, costs, damage or expenses, injury and/or death to person(s) or injury to property, including reasonable attorneys' fees, arising out of or resulting from the action, negligence, malfeasance, and/or misfeasance of the City or its officers, agents, or employees in its performance or non-performance of this Agreement.

6.3. Each Party agrees to promptly notify the other Party of any threatened or pending claims and agree to raise as defenses all civil immunities provided by law.

7. DISPUTE RESOLUTION. The Parties agree to work in a cooperative manner to resolve any disagreements or issues as they may arise throughout the term of this Agreement. To that end, if a dispute cannot be resolved by the Township Supervisor and the relevant administrative staff of the City, then the Township Supervisor and the Mayor (or designated representative) shall meet in an attempt to resolve the dispute. If the Parties still cannot resolve the dispute, they agree that any cause of action shall be brought in the Circuit Court of McLean County, Illinois, and that the laws of the State of Illinois shall apply.

8. NOTICES. All notices or communications provided for herein shall be in writing and shall be delivered to City or Township either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed as follows:

City:

City of Bloomington
Attn: City Manager

Township:

City of Bloomington Township
Attn: Township Assessor

109 E. Olive Street
Bloomington, Illinois 61702

607 S. Gridley Street
Bloomington, Illinois 61701

9. ASSIGNMENTS. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. However, this Agreement shall not be assigned by either Party without prior written consent of the other Party.

10. SEVERABILITY. If any provisions of this Agreement are held to contravene or be invalid under the laws of Illinois, such contravention or invalidity will not invalidate the entire Agreement, but will be construed as if not containing the invalid provision and the rights or obligations of the Parties will be construed and enforced accordingly.

11. JOINT DRAFTING. The Parties acknowledge they are both represented by legal counsel, who participated in the drafting and review of this Agreement. Accordingly, this Agreement shall be deemed to have been drafted jointly by the Parties hereto, and no inference or interpretation against any Party shall be made solely by virtue of such Party allegedly having been the drafter of this Agreement.

12. TERMINATION. Either the City or the Township may terminate this Agreement or a particular Exhibit to this Agreement (by providing the other Party ninety (90) business days advance written notice.

13. AMENDMENTS. This Agreement sets forth the complete understanding between the City and Township, and any amendments hereto must be in writing to be effective.

14. FREEDOM OF INFORMATION. The Parties understand this Agreement are subject to the provisions of the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).

WITNESSETH WHEREOF, the City of Bloomington and the City of Bloomington Township, have caused this Agreement to be signed (whether in duplicate originals or electronically), by their respective authorized representatives and attested by their respective clerks and their seals affixed hereto, all as of the Effective Date of this Agreement.

City of Bloomington

City of Bloomington Township

Tari Renner, Mayor

Assessor

ATTEST:

ATTEST:

Cherry Lawson, City Clerk

Township Clerk

EXHIBIT A
INFORMATION TECHNOLOGY SERVICES

General Scope of Services

The City, through its Information Services Department, will provide information technology services to the Assessor as set forth herein.

Specific Scope of Services

Information services shall include:

A. Software – Windows Operating Systems, Microsoft Office, Anti-Malware

- i. City will provide support for Windows operating system versions currently in use within the City. Assessor agrees to employ identical Operating System versions currently in use within the City to allow for a more consistent and manageable computing environment.
- ii. The City will provide support for Microsoft Office versions currently in use within the City. Assessor agrees to employ identical Microsoft Office versions currently in use within the City to allow for a more consistent and manageable computing environment.
- iii. The City will provide support for anti-malware software versions currently in use within the City. Assessor will employ identical anti-malware versions currently in use within the City to allow for a more consistent and manageable computing environment.
- iv. Assessor will be responsible for any additional costs associated with third party vendor support.

B. Software Development – MS Access, SQL Server, SharePoint

- i. The City is aware the Assessor's office uses Microsoft Access databases to support essential functions within their offices. The City will provide support as possible for these solutions, but makes no guarantees as to their functionality for each office. If further development is needed for an MS Access database, the City will work with the Assessor's office to determine if 3rd party assistance is required. Should 3rd party assistance be required, the Assessor's office will be responsible for any costs associated and City and Assessor's Office shall cooperate with the 3rd party.
- ii. If Assessor's requirements outgrow the capabilities of any current software system, the City will provide analytical services to

determine needs, research possible software solutions, select a vendor and implement the application to suit Assessor's needs upon the approval of the Assessor, which shall not be unreasonably withheld.

- iii. Assessor will be responsible for any additional costs associated with third party software development approved by the parties hereto.

C. Enterprise Email

- i. The City currently uses IBM/Lotus Domino as its enterprise email system. The City will provide email accounts within this system for all necessary Assessor personnel.
- ii. The City will work with the Assessor to integrate Internet domain names specific to the Assessor's office. Any current domain names (i.e. @Assessor-Blm.com) will be integrated into the Domino enterprise email system as requested by Assessor.
- iii. In the future, the City may move to a different enterprise email platform. Assessor agrees to this transition with the assumption there will be no loss in service level.

D. Network and Storage – Local Area Network, Wide Area Network, Network Storage Backup

- i. The City will manage data network infrastructure connectivity for the Assessor. Services to include network switch management and eventual replacement, computing moves/adds/changes and design and implementation assistance with future networking needs. Specific network hardware will be specified by City and will conform to current standards within the City's network.
- ii. The City will assist Assessor with design and implementation of any wide area network (WAN) connectivity required. Such connectivity will conform to current City standards for security and access control. Assessor will be responsible for any costs associated with WAN connectivity.
- iii. The City will provide Assessor with network-based storage and enterprise backup. Enterprise backup retention will conform to current City data lifecycle policies (typical is 60 day cycle for retention, however, this cycle may be extended if reasonably required by the Assessor's office).

E. Internet Connectivity

- i. The City will provide Assessor with redundant Internet Service Provider (ISP) connections.

F. Security

- i. All Staff of Assessor shall be required to sign the City's Computer Use Policy. Assessor user and computing resources will be considered internal to the City network and, as such, all City computing rules and policies will apply.
- ii. Assessor users will be required to read, sign and follow all applicable acceptable use policies associated with the use of technology within the City.
- iii. Assessor will not install any software, programs, etc. on the computers without the written consent of the City, which shall not be unreasonably withheld. City hereby consents to the installation of software and programs currently used by Assessor.
- iv. At certain times, the City will require maintenance windows to allow for maintenance, updating or replacing technology infrastructure used to provide services listed in this document.
- v. The City will strive to schedule these maintenance windows during non-business hours, but cannot guarantee occasional business hour interruptions. The City will provide notification downtime via email.

G. Support Hours

- i. User support is available during standard City business hours. Business hours are defined as weekdays, not including statutory holidays, Monday through Friday from 8:00 AM to 5:00 PM.

H. Service Availability

- i. Service is available during support hours as defined above. Although no guarantee is provided, the City will make every effort to respond to standard service request by the next business day. Emergency requests will be given a higher priority.

I. Reliability

- i. Current City fiscal year uptime numbers for relative services are listed below:

Service Components	Reliability
LAN	99.9
Internet	99.99
E-mail	99.9

K. Hardware and Software Purchases

- i. Assistance with developing specifications for new hardware.
 - Develop hardware specifications in coordination with Township staff
 - Source hardware based on agreed upon specifications
 - Costs for these purchases will be passed through to Township

- ii. Operating system software, productivity software and department-specific software
 - Provide standard operating system (Windows 7, 10, etc.) and productivity suite software (Microsoft Office) licensing within the scope of the agreement
 - Consult where necessary with Township staff regarding specific, point solution, software applications
 - Confirm such software solutions are compatible with the City’s computing environment
 - Provide recommendations as necessary to ensure any new software applications are compatible with City computing environment
 - Costs for specific, point solution software applications will be the responsibility of Township.



CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: Community Development Department – Planning Division

SUBJECT: Consideration of an Ordinance approving an Amended Preliminary Plan, submitted by F.O.B. Development Inc., entitled “Empire Business Park Amended Preliminary Plan” for 34.90 acres located at the northeast corner of Empire Street/IL Route 9 and Airport Road, dated May 8, 2018, as requested by the Community Development Department – Planning Division.

RECOMMENDATION/MOTION: The Ordinance approving an Amended Preliminary Plan, submitted by F.O.B. Development Inc., entitled “Empire Business Park Amended Preliminary Plan” for 34.90 acres located at the northeast corner of Empire Street/IL Route 9 and Airport Road, dated May 8, 2018, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the local economy; Goal 6. Great place—Livable, Sustainable City

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

BACKGROUND: The Empire Business Park (“subject property”) is located at the northeast corner of Empire Rd/IL Rt. 9 and Airport Rd. The overall subdivision is approximately 34.90 acres, with roughly 15.4 acres of undeveloped land. The subject property is zoned B-1, Highway Business District and B-2, General Business District. In November 2017, the City Council adopted ORD # 2017-103, which approved the reinstatement of a preliminary plan for the subject property. (A preliminary plan is a guide for development of the large and/or complicated land subdivisions. It shows the layout of streets, lots, utilities, and ingress/egress.) The approved plan illustrated thirteen lots, one out lot, and Galena Rd, which extended east to west to connect with Airport Rd and extended south terminating in a cul-de-sac. The plan showed sidewalk installed on the east side of Airport Rd. The City approved a variance for the northwest lot to reduce a parking lot landscaping setback to allow for the accommodation of the sidewalk on the lot. Typically, the city builds sidewalks in the public right-of-way; however, in this case, the amount of right-of-way limited the ability to accommodate a safe sidewalk in the public space.

Following the approval of the preliminary plan in 2017, the petitioner, F.O.B. Development Inc. began discussions with developers interested in building on the northwest and southern lots; however, to meet the needs of the development, it was necessary to amend the approved preliminary plan. In March 2018, staff met with the landowner’s engineers to discuss the proposed amendments. The proposed plan incorporates the recommendations from staff. It differs from the previous plan in the following ways: the proposed plan shows fewer lots; Galena Rd. connects to Airport Rd. in a curvilinear alignment that slows traffic; the southwest lots take access from a

private drive via cross-access easements; Lots 16 and 7 have shared access on Airport Rd. On May 9, 2018, the Planning Commission recommended approval of the amended preliminary plan incorporating the staff comments. Additionally, on May 16, 2018, the Zoning Board of Appeals granted a similar setback reduction variance for Lots 7, 16, 17, 6 to allow the construction of sidewalk on the east side of Airport Rd. Council approve of the amended preliminary plan allows the subdivision, platting, and development of the northwest corner (approximately 4 acres) and the south portion (approximately 6 acres) of the subject property. See the June 25, 2018 Council Item “Empire Business Park 9th Addition” for the final plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: On May 9, 2018, the Planning Commission conducted a public hearing on the amended preliminary plan. No one, outside of the petitioner, spoke in favor of the plan. No one spoke in opposition to the plan. The Planning Commission recommended approval of the amended preliminary plan by unanimous vote, 10-0. The Planning Commission’s recommendation aligns with the staff recommendation. The City published notice of the public hearing on April 23, 2018 in *The Pantagraph* and mailed courtesy notices to 27 property owners within 500 feet of the subject property. Staff placed a large metal sign on the property prior to the hearing and sent copies of agendas and meeting materials to the school districts and taxing bodies.

FINANCIAL IMPACT: 15.4 acres of the subject property are undeveloped. Figure 3-4 of the Bloomington Comprehensive Plan 2035 shows that the subject site is producing a deficit Net Taxable Fiscal Impact (-\$600 to -\$2,999 per acre). The amended preliminary plan encourages and facilitates the improvement of approximately 10 acres, which may result in increased property tax revenues and potential sales tax revenues. The developer is required to pay tap-on fees and development impact fees, as defined in the Annexation Agreement for the siteⁱ. Lastly, the developer is required to build public improvements; the City is responsible for constructing sidewalk on Airport Rd.

COMMUNITY DEVELOPMENT IMPACT: The Bloomington Comprehensive Plan 2035 identifies the subject property as a Tier 1 Infill Development Priority. The amended preliminary plan provides shared ingress, a grid system, cross-access, and on-site pedestrian accommodations to promote less traffic congestion, safer on-site circulation and safer pedestrian experiences—TAQ 1. A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY

CONSTRUCTION: The City is responsible for constructing a five (5) foot sidewalk on Airport Road. Additionally, the City is responsible for maintenance of public infrastructure. These costs are routine and expected.

Respectfully submitted for Council consideration.

Prepared By: Katie Simpson, City Planner

Reviewed By: Bob Mahrt, Community Development Director

Finance & Budgetary Review By:

Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Water/Community Dev. Review By:

Austin Grammer, Economic Development
Coordinator

Legal Review By:

George Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Ordinance
 - Exhibit B “Empire Business Park Amended Preliminary Plan”
 - Petition
 - Zoning Map
 - Aerial View
 - Staff Report, Planning Commission 5.9.18 W/ Comments
 - Pc Minutes 5.9.18
 - Notices
-

ORDINANCE NO _____

**AN ORDINANCE APPROVING AN AMENDED PRELIMINARY PLAN ENTITLED
“EMPIRE BUSINESS PARK AMENDED PRELIMINARY PLAN” FOR 34.90
ACRES LOCATED AT THE NORTHEAST CORNER OF EMPIRE ST/IL RT 9
AND AIRPORT RD., DATED MAY 8, 2018, AS REQUESTED BY A
PETITION FROM F.O.B. DEVELOPMENT INC.**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting approval of an amendment to a preliminary plan for the land described in Exhibit A, attached hereto and made a part hereof by this reference;

WHEREAS, after proper notice, the City of Bloomington Planning Commission held a public hearing and determined said Petition to be valid and sufficient, and the Preliminary Plan entitled “Empire Business Park Amended Preliminary Plan”, represented in Exhibit B attached hereto and made a part hereof by this reference, to be valid and sufficient, and in conformance with the requirements of the Bloomington City Code; and

WHEREAS, the Planning Commission recommended the City Council of the City of Bloomington approve said Petition; and

WHEREAS, the City Council has the authority to approve the Petition for the Amended Preliminary Plan.

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

1. That the Empire Business Park Amended Preliminary Plan for approximately 34.9 acres, dated May 8, 2018 is hereby approved and reinstated.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 25th day of June 2018.

APPROVED this _____ day of June 2018.

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

Exhibit "A"
Legal Description

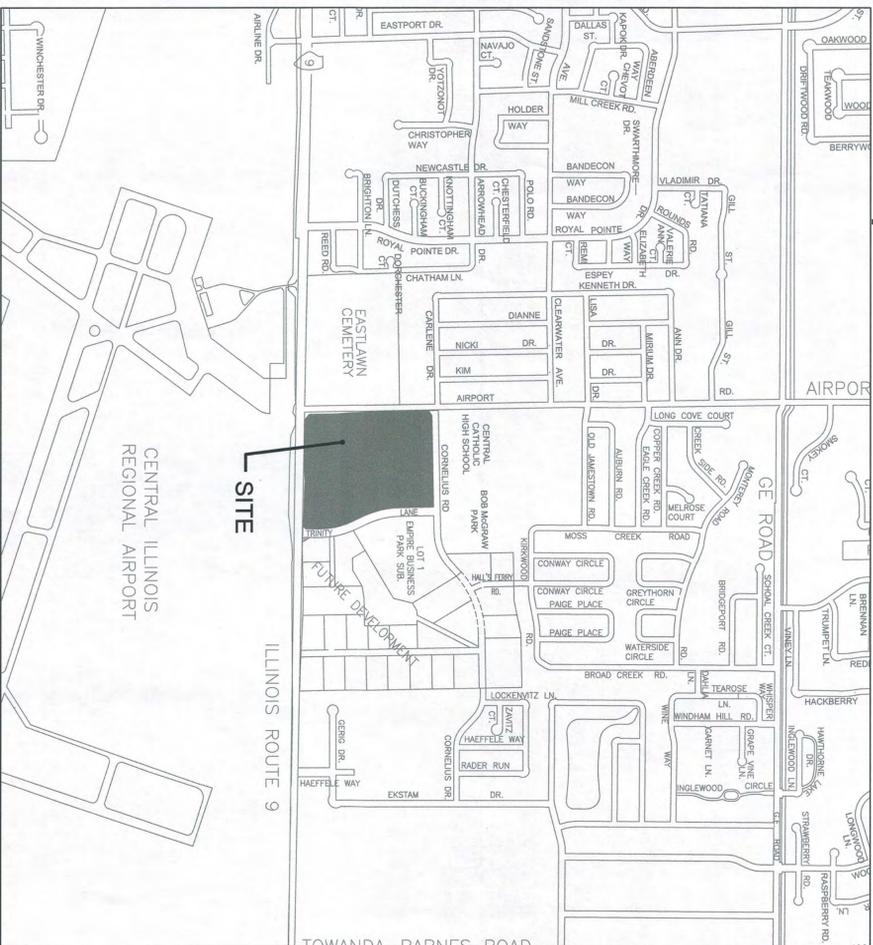
ALL THAT PART OF 355.15 ACRES OFF THE WEST SIDE OF SECTION 31, TOWNSHIP 24 NORTH, RANGES 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, PER "SURVEY OF 355.15 ACRES OFF THE WEST SIDE OF SECTION 31" AS SHOWN IN PLAT BOOK 12, PAGE 120, IN THE MCLEAN COUNTY RECORDERS'S OFFICE, LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF CORNELIUS DRIVE, EAST OF AND ADJACENT TO THE EAST LINE OF AIRPORT ROAD, NORTH OF AND ADJACENT TO THE NORHT LINE OF ILLINOIS ROUTE 9 AND WEST OF AND ADJACENT TO THE WEST LINE OF TRINITY LANE, ALL IN THE CITY OF BLOOMINGTON, ILLINOIS

APPROXIMATELY 34.9 ACRES

FOB DEVELOPMENT, INC. EMPIRE BUSINESS PARK AMENDED PRELIMINARY PLAN BLOOMINGTON, ILLINOIS

E. 1/2 SEC. 31, T. 245N., R. 3 E., 3 P.M.

Location Map



Legal Description

All that part of 355.15 Acres off the West Side of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, per "Survey of 355.15 Acres of the West Side of Section 31" as shown in Plat Book 12, page 120, in the McLean County Recorder's Office, lying south of and adjacent to the South Line of Cornelius Drive, east of and adjacent to the East Line of Airport Road, north of and adjacent to the North Line of Illinois Route 9 and west of and adjacent to the West Line of Trinity Lane, all in the City of Bloomington, Illinois.

This property contains 34.90 acres, more or less.

Index of Drawings

COVER SHEET
C1.0 KEYMAP
C2.0 PRELIMINARY PLAN
C3.0 PRELIMINARY PLAN
C4.0 PRELIMINARY PLAN

Benchmarks

1. TOP OF OPERATING NUT OF FIRE HYDRANT WEST SIDE AIRPORT ROAD 35 NORTH OF NORTH CEMETERY ENTRANCE U.S.G.S. ELEV.=842.48
2. SQUARE CUT IN CENTER TOP OF CONC. HEADWALL NORTH SIDE IL. RTE. 9 8X8 BOX CULVERT U.S.G.S. ELEV.=840.51

Professional Registrations



THE PORTION OF THIS TECHNICAL SESSION ASSIGNED BELOW IS RESERVED FOR A FULLY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

NAME: Charles N. Finlen
 LICENSE RENEWAL DATE: 11-30-2019
 PHASES OR DIVISIONS COVERED:

Notes

1. THIS PROPERTY IS CURRENTLY WITHIN THE CORPORATE LIMITS OF THE CITY OF BLOOMINGTON AND CONTAINS 34.9 ACRES (14.1 HECTARES) AND IS TO BE SUBDIVIDED INTO 12 LOTS.
2. PROPOSED LOTS ARE CURRENTLY ZONED B-1 HIGHWAY BUSINESS DISTRICT WITH A PORTION OF LOT 13 ZONED B-2 GENERAL BUSINESS SERVICE DISTRICT.
3. ANY PORTION OF THE LOTS WHICH DRAIN TO AIRPORT ROAD SHALL PROVIDE ONSITE DETENTION ON THE LOT PER CITY REQUIREMENTS. ANY PORTION OF THE LOTS WHICH DRAIN TO THE EXISTING EAGLE CREEK DETENTION BASIN WITHOUT PASSING THROUGH AN EXISTING REGIONAL DETENTION FACILITY CONSTRUCTED WITHIN THE EMPIRE BUSINESS PARK DEVELOPMENT SHALL PAY A TAP-ON FEE IN LIEU OF DETENTION ONSITE.
4. GALENA ROAD SHALL BE PUBLIC AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON. ALL SANITARY SEWERS, STORM SEWERS AND WATER MAINS SHALL BE PLACED IN PUBLIC EASEMENTS OR RIGHT-OF-WAYS AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON. BIAGGIS DRIVE SHALL BE PRIVATE AND MAINTAINED BY THE ADJACENT OWNERS OF LOTS 6, 14 & 17. A DEDICATED INGRESS/EGRESS SHALL ALLOW FOR MAINTENANCE AND USE OF THIS SHARED ACCESS.
5. EXISTING TOPOGRAPHIC DATA IS FROM A FIELD SURVEY BY FARNSWORTH GROUP, INC. DATED OCTOBER 14, 2009.
6. NO PORTION OF THIS DEVELOPMENT LIES WITHIN THE SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM MAP 17113C0510 E DATED JANUARY 16, 2008.
7. GALENA ROAD SHALL BE CONSTRUCTED TO MEET CITY OF BLOOMINGTON REQUIREMENTS. THE FINAL CROSS SECTIONS OF THE STREET PAVEMENT THICKNESS SHALL BE DETERMINED BY A PAVEMENT DESIGN AT TIME OF CONSTRUCTION. BIAGGIS DRIVE SHALL BE CONSTRUCTED AS SHOWN ON THE DETAILS FOUND ON SHEET C4.0.
8. THE PRIVATE DRIVE PROVIDING ACCESS TO LOTS 6, 14 AND 17 SHALL SHARE NOT ONLY ACCESS BUT ALSO EXPENSES FOR MAINTENANCE AND ALL OTHER COSTS RELATED TO THIS STREET WITH EACH LOT BEARING ITS PROPORTIONATE COST BASED ON SQUARE FOOTAGE OF EACH LOT.

OWNER/DEVELOPER

FOB DEVELOPMENT, INC.
 1108 MONROE
 BLOOMINGTON, ILLINOIS 61701
 (309) 682-8575

ENGINEER

C. NEIL FINLEN, P.E., INC.
 FARNSWORTH GROUP, INC.
 2709 MCGRAW DRIVE
 BLOOMINGTON, ILLINOIS 61704
 (309) 683-8435

ATTORNEY

WILLIAM WETZEL, P.C.
 115 W. PETERSON, SUITE 400
 BLOOMINGTON, ILLINOIS 61701
 (309) 828-5281

RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:

"Notice is hereby given that this Amended Preliminary Plan of the Empire Business Park shown hereon is recommended by the Planning Commission of Bloomington, Illinois, for City Council approval with the modifications contained in Appendix A (if any), which is attached hereto.

The Planning Commission of Bloomington, Illinois

Date: _____, 2018
 By: _____ Chairman
 By: _____ Executive Secretary

NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS:

"The Amended Preliminary Plan of the Empire Business Park shown hereon is approved by the City Council of Bloomington, Illinois, subject to the modifications contained in Appendix A which is attached hereto.

The City Council of Bloomington, Illinois

Date: _____, 2018
 By: _____

Revisions	By	Description

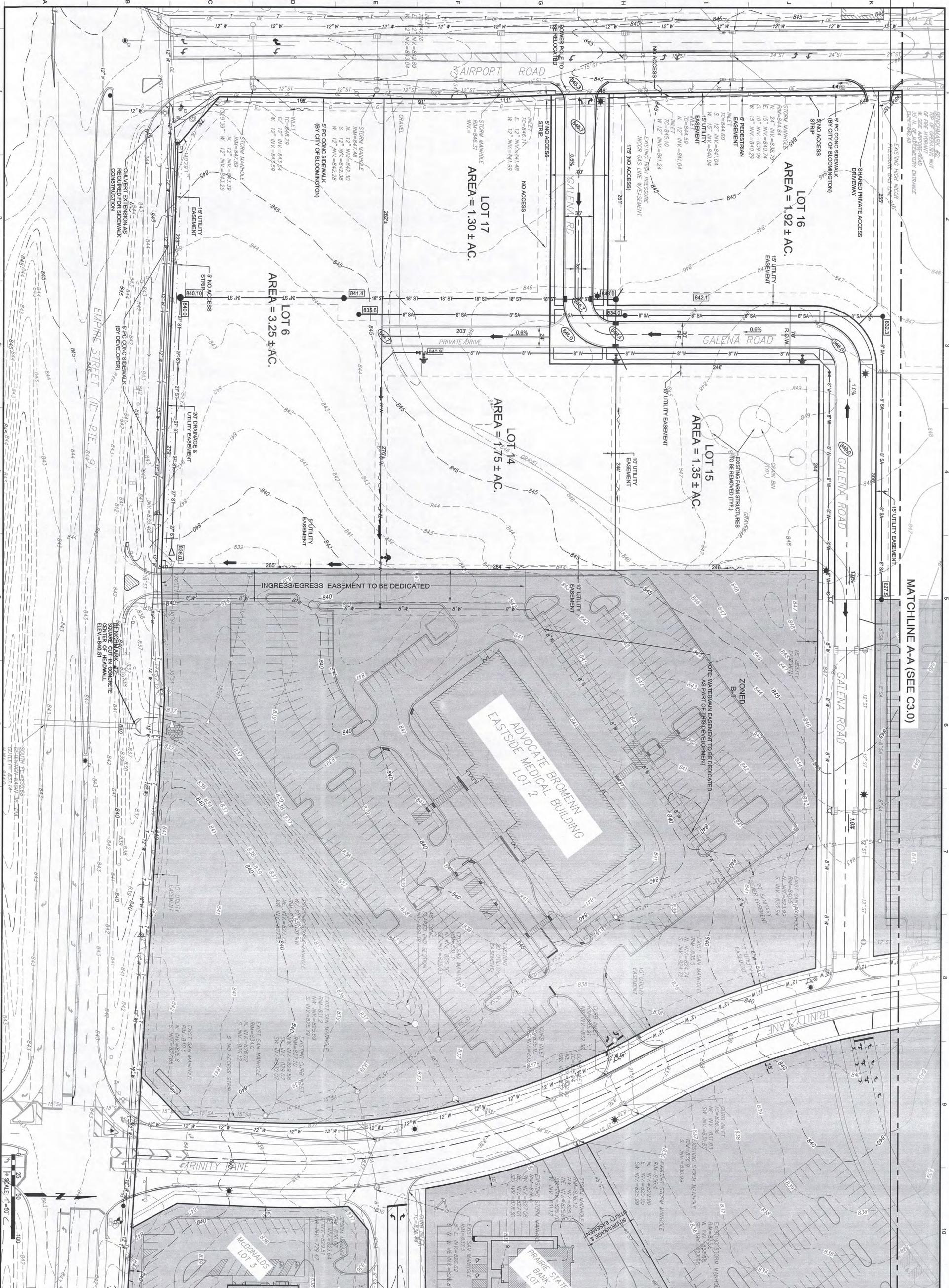
Date: April 13th, 2018

Revised: May 8th, 2018

Design Firm Registration #184001856

Project No: 0171384.00





Farnsworth
GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8451 / info@fw.com

www.fw.com
Engineers | Architects | Surveyors | Scientists

ISSUE #	DATE	DESCRIPTION
1	10/22/2017	CITY REVIEW COMMENTS
2	02/09/2018	REVISED GALENA ROAD

PROJECT:
FOB Development, Inc.

Empire Business Park
Preliminary Plan

Bloomington, Illinois
DATE: 02/26/2018

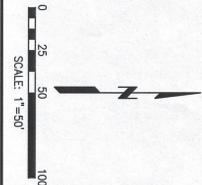
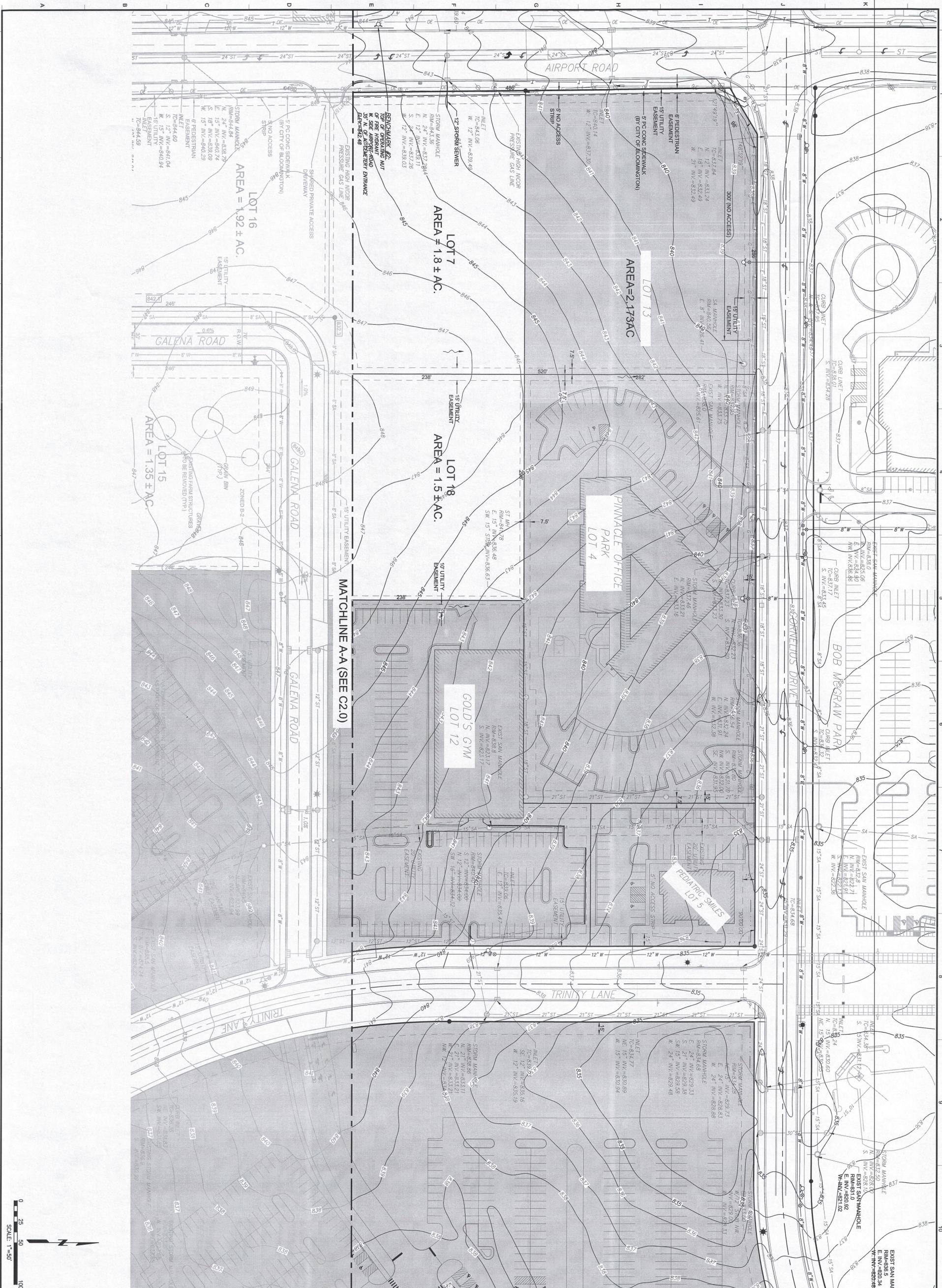
DESIGN/DRAWN: EMR
REVIEWED: JMG

FIELD BOOK NO.: 2756

SHEET TITLE:
PRELIMINARY PLAN

C2.0

PROJECT NO.: 0171384.00



Farnsworth
GROUP

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

www.fw.com
Engineers | Architects | Surveyors | Scientists
DATE: DESCRIPTION:
1 10/23/2017 CITY REVIEW COMMENTS

PROJECT:
Farnsworth Development, Inc.
Empire Business Park
Preliminary Plan

Bloomington, Illinois
DATE: 02/28/2018
DESIGN/DRAWN: EMR
REVIEWED: JMG
FIELD BOOK NO.: 2756
SHEET TITLE:
PRELIMINARY PLAN

SHEET NUMBER:
C3.0
PROJECT NO.: 0171384.00



Farnsworth
GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 653-8435 / info@fw.com

www.fw.com
Engineers | Architects | Surveyors | Scientists

#	DATE	DESCRIPTION
1	10/23/2017	CITY REVIEW COMMENTS

PROJECT:
FOB Development, Inc.

Empire Business Park
Preliminary Plan

Bloomington, Illinois

DATE: 02/28/2018

DESIGN/DRAWN: EMR

REVIEWED: JMG

FIELD BOOK NO.: 2756

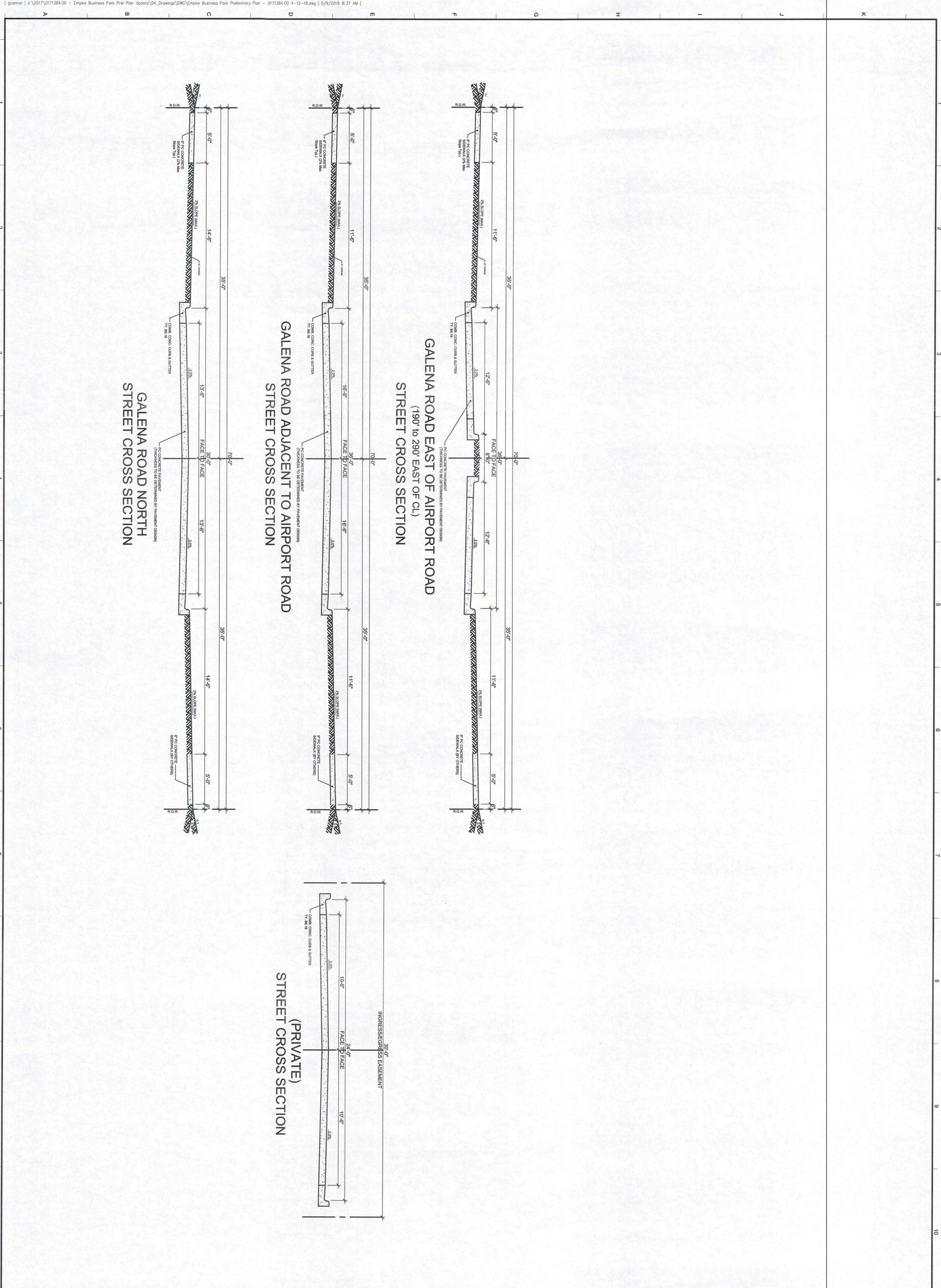
SHEET TITLE:

PRELIMINARY PLAN

SHEET NUMBER:

C4.0

PROJECT NO.: 0171384.00



1 2 3 4 5 6 7 8 9 10

A B C D E F G H I J K

PETITION FOR APPROVAL OF PRELIMINARY PLAN FOR A DEVELOPMENT

State of Illinois)
)ss.
County of McLean)

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

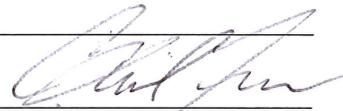
Now comes FOB Development Inc., hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your petitioner is interested as owner/developer in the premises hereinafter in Exhibit A attached hereto and made a part hereof to be known by this reference;

2. That your Petitioner seeks approval of an Amendment to the previously approved Preliminary Plan for a development of said premises to be known and described as Empire Business Park which Preliminary Plan is attached hereto and made a part hereof;

WHEREFORE, your Petitioners prays that this Amendment to the previously approved Preliminary Plan for Empire Business Park submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,
FOB Development Inc.

By: 

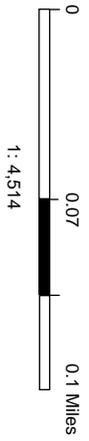
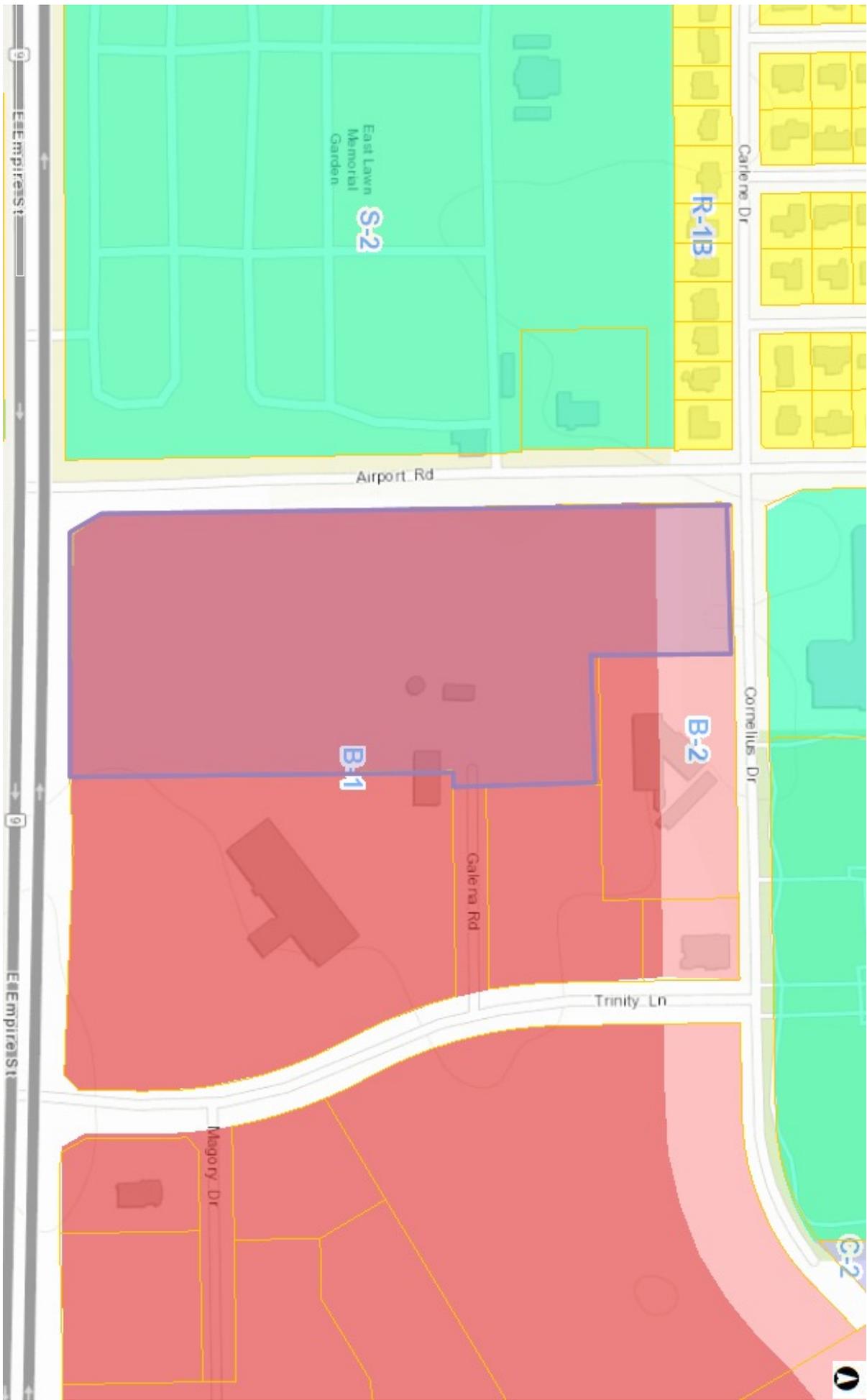
Charles Neil Finlen
Engineer

Exhibit A

All that part of 355.15 Acres off the West Side of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, per "Survey of 355.15 Acres off the West Side of Section 31" as shown in Plat Book 12, page 120, in the McLean County Recorder's Office, lying south of and adjacent to the South Line of Cornelius Drive, east of and adjacent to the East Line of Airport Road, north of and adjacent to the North Line of Illinois Route 9 and west of and adjacent to the West Line of Trinity Lane, all in the City of Bloomington, Illinois.

This property contains 34.90 acres, more or less.

Zoning Map: Empire Business Park

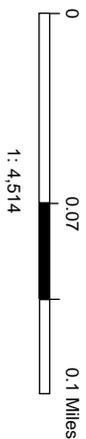


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Notes

Aerial View: Empire Business Park



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<http://www.McGIS.org/License>

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Notes

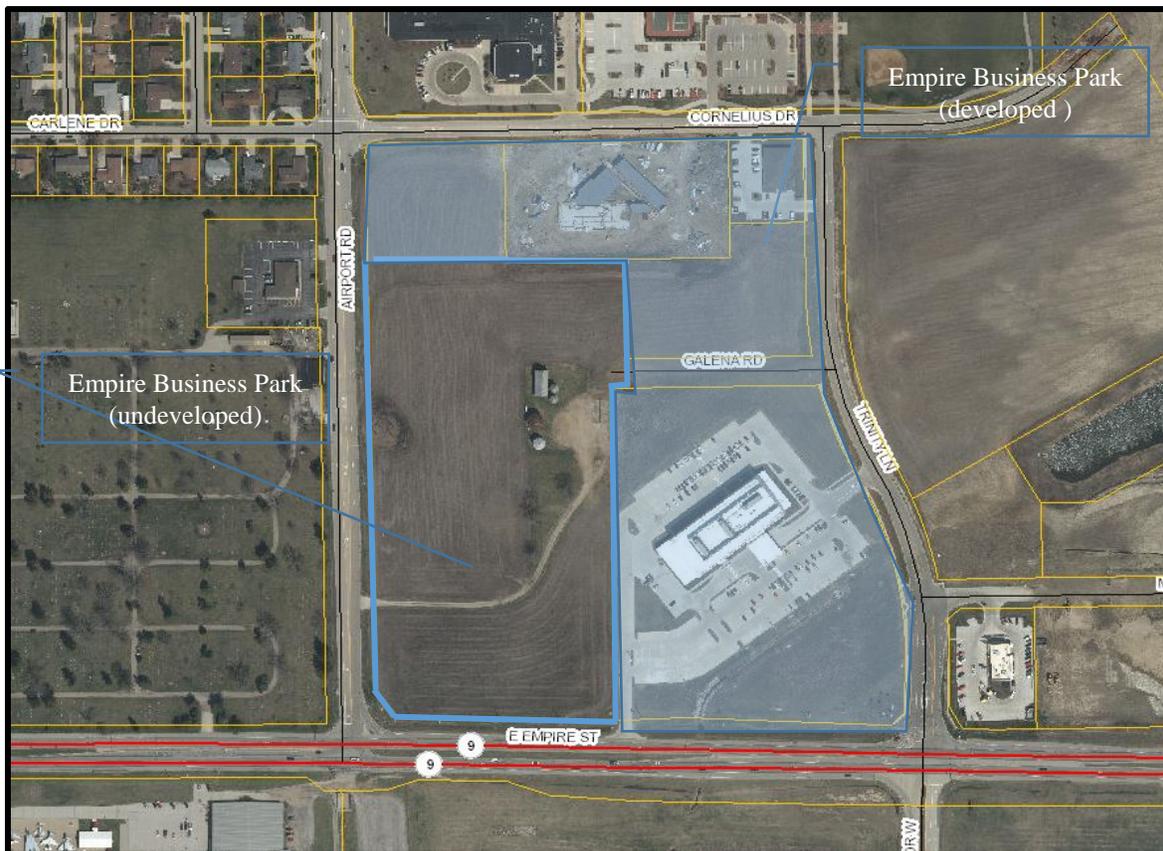
**CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
May 9, 2018**

CASE NUMBER:	SUBJECT PROPERTY:	TYPE:	SUBMITTED BY:
PS-01-18	34.90 acres on northeast corner of Airport Rd and Empire St	Preliminary Plan	Katie Simpson, City Planner
PETITIONER'S REQUEST:	Approval of an amended preliminary plan entitled "Empire Business Park Amended Preliminary Plan"		
<i>Staff finds that the petition meets the Subdivision Ordinance's guidelines for a preliminary plan (Section 24.2.3)</i>			

STAFF RECOMMENDATION: Approval

Staff recommends the Planning Commission pass the following motions recommending:

A. That City Council **approve** the reinstatement of preliminary plan entitled "Empire Business Park Preliminary Plan" for 34.90 acres located at the northeast corner of Empire St and Airport Rd, case PS-01-17, with additional recommendations and comments from staff attached.



NOTICE

The application was filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on April 23, 2018

GENERAL INFORMATION

Owner and Applicant: FOB Investments Inc.

PROPERTY INFORMATION

Existing Zoning: B-1, Highway Business District and B-2, General Business District

Existing Land Use: Undeveloped land

Surrounding Zoning and Land Uses

Zoning

North: S-2 Public Lands and Institutions

South: S-5 Airport District

East: B-1, Highway Business

West: R-1B, Medium Density Residential

West: S-2, Public Land and Institutions

Land Uses

North: School

South: Airport

East: Medical

West: Single family homes

West: Cemetery

PROJECT DESCRIPTION

The subject property, located at the northeast corner of Empire Rd/IL Rt 9 and Airport Rd, is approximately 34.9 acres. A large portion of the site, approximately 15.4 acres, is undeveloped and the focus of the proposed preliminary plan. The surrounding land uses include a high school and park (north), medical building (southeast), medical buildings and gym (east), and single-family homes (west). Empire Rd/IL Rt 9 and Airport Rd are major thoroughfares with 15,000 and 10,400 daily traffic trips, respectively. The subject property is zoned B-1, Highway Business District, with a small portion south of Cornelius Drive zoned B-2, General Business Service District. The land zoned B-2 is subdivided and platted. The undivided land is zoned B-1. The commercial zoning is appropriate for the surrounding development and the amount of daily traffic. Lots with a commercial zoning that abut a residentially zoned lot are required to provide an additional transitional buffer and building setback.

The petitioner, FOB Development, submitted an amendment to a preliminary plan approved by City Council in 2017. A preliminary plan is essentially a concept plan for the development of a large piece of land. It is a guide denoting the location of public and private utilities and streets. It illustrates flood routes and storm water management. The preliminary plan also shows street connections, lot layouts, and proposed and surrounding zoning designation. The preliminary plan procedure occurs very early in the site development process, and is required for subdivisions involving public streets and the creation of more than three lots of record. It may not be possible to address more specific details, such as landscaping, building height, parking lot layout, and lighting at this time, because these details are subject to change based on the vision of the proposed use and the final developer; these details are regulated by the zoning district, city zoning and building codes, and ordinances.

The preliminary plan approved in 2017 showed thirteen lots, one outlot, and Galena Rd which, connected to Airport Rd and terminated in a cul-de-sac. The landowner final platted Lot 13, approximately 2.173 acres, in 2017. The proposed amended preliminary plan shows twelve lots total lots, seven new and undeveloped lots. Galena Rd no longer ends in a cul-de-sac; rather it bends and connects to Airport Road. A private drive extends south to provide access to Lots 17, 6, and 14. The plan illustrates a proposed cross-access easement, provided by Advocate BroMenn, which facilitates additional ingress/egress for the development on Lots 17, 6, and 14. The plan proposes a shared access from Airport Rd for Lots 16 and 7. The shared accesses and cross-access easements reduce the number of curb-cuts on Airport Rd and Empire St/IL Rt. 9. This decreases the amount of vehicles pulling onto and off-of the busy thoroughfares and helps contain the traffic on the subject property.

The City will install a five-foot wide sidewalk on the west side of the property along Airport Rd. Due to the width of the Airport Rd right-of-way, a portion of the sidewalk may need to be constructed on the subject property. Therefore, the preliminary plan shows a six-foot pedestrian easement dedicated on the west side of Lots 13, 7, 16, 17, 6. Since this easement could interfere with a required landscaping setback, staff recommends the Planning Commission recommend the Zoning Board of Appeals approve a petition for a variance to reduce the required landscaping setback in instances where the sidewalk encroaches on the subject property. This recommendation is consistent with the previously approved preliminary plan and the Zoning Board of Appeals granted a variance for the development of Lot 13.

City staff recommends in favor of the amended preliminary plan, and supports the lot configurations and improvements with Galena Road. The elimination of the cul-de-sac promotes a grid street design, and the bend in Galena Road provides traffic calming for the complex. Furthermore, the configurations of Lots 7, 8, and 16 allow for improved on-site circulation, cross access between sites, shared parking (if applicable) and a comprehensive and cohesive development. The configuration of Lot 15, 14, 17, and 6 also provide for improved on-site circulation. City staff reviewed the amended preliminary plan and attached review comments to this report. Staff recommends the petitioner address the comments prior to City Council review.

ANALYSIS

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for Approval of the Empire Business Amended Park Preliminary Plan
2. "Empire Business Park Amended Preliminary Plan"
3. Aerial photographs

Compliance with the Comprehensive Plan

The Bloomington Comprehensive Plan 2035 identifies the subject property as a Tier 1 Infill Development Priority. The amended preliminary plan promotes complete streets and safe destinations by providing a grid-style traffic system, on-site circulation of vehicles, pedestrian accommodations and traffic calming. The zoning designation is B-1 Highway Business District and allows for uses compatible with the surrounding area and the traffic system.

Findings of Fact: Section 24.2.3 of the City’s Code outlines the following guidelines to be used to evaluate a proposed subdivision within the jurisdiction:

1. *To protect, provide and promote the public health, safety and general welfare of the City;* the proposed preliminary plan recognizes the standard and does not conflict with this guideline. The standard is met.
2. *To guide the future growth and development of the City, in accordance with the Comprehensive Plan;* the allowed uses, office/retail, promotes “creating a destination for residents and employees from the community and the surrounding area.” The standard is met.
3. *To provide for adequate light, air, and privacy, to secure safety from fire, flood, and other danger, and to prevent overcrowding of the land and undue congestion of population;* the proposed preliminary plan provides adequate fire hydrants and circulation. The lots are large enough to encourage building separations, which allow for light and air circulation. Storm water management is provided and the Engineering Department reviews final construction plans. The standard is met.
4. *To protect the character and the social and economic stability of all parts of the City and to encourage the orderly and beneficial development of all parts of the community;* the amended preliminary plan encourages the development of this vacant lot. The land has access to city utilities and services and is located near other commercial developments. The standard is met.
5. *To protect and conserve the value of land throughout the City and the value of buildings and improvements upon the land, and to minimize the conflicts among the uses of land and buildings;* the subdivision of the lots aligns with future land use identified in the Comprehensive Plan. The standard is met.
6. *To guide public and private policy and action in order to provide adequate and efficient transportation, water, sewerage, schools, parks, playgrounds, recreation and other public requirements and facilities;* The City’s Engineering, Building Safety, Community Development and Water Departments reviewed the amended plan. Their comments are incorporated into this report. Once these comments are addressed, the standard will be met.
7. *To provide the most beneficial relationship between the uses of land and buildings and the circulation of traffic throughout the City, having particular regard to the avoidance of congestion in the streets and highways, and the pedestrian traffic movements appropriate to the various uses of land and buildings, and to provide for the property location and width of streets and buildings setback lines;* The proposed preliminary plan meets the City Code’s set back requirements for the B-1 District, including transitional yards. Galena Rd provides an east-west connection with Airport Road and Trinity Ave, promoting a grid system. The private drive and cross-access easements further encourage links between destinations. The layout has a link to node ratio of about 1.07; connectivity

is adequate. The plan provides pedestrian accommodations and staff is encouraging shared access and onsite circulation between lots, to further connectivity. The standard is met.

8. *To establish reasonable standards of design and procedures for subdivision codes and re-subdivisions, in order to further the orderly layout and use of land, and to insure property legal descriptions and monumenting of subdivided land;* the amended preliminary plan is in agreement with the Manual of Practice and Design. The standard is met.
9. *To insure that public facilities are available and will have a sufficient capacity to serve the proposed subdivision code and area reasonably anticipated to be served by such facilities;* the capacity of public facilities is adequate. The standard is met.
10. *To prevent the pollution of air, streams, and ponds; to assure the adequacy of drainage facilities; to safeguard the water table; and to encourage the wise use and management of natural resources throughout the City in order to preserve the integrity, stability and beauty of the community and the value of the land;* detention will be provided upon the development of the lots, and subject to the Manual of Practice and Chapter 44 of the City Code. No portion of the development lies in the flood plain. The standard is met.
11. *To preserve the natural beauty and topography of the City and to insure appropriate development with regard to these natural features;* the standard is met.
12. *To provide for open spaces through the most efficient design and layout of the land, including the use of average density in providing for minimum width and area of lots, while preserving the density of land as established in the City's zoning ordinance (Ordinance No. 1998-42).* The standard is met.

STAFF RECOMMENDATION:

That City Council approve the amended of the preliminary plan entitled “Empire Business Park Preliminary Plan” for 34.90 acres located northeast of Airport Rd and Empire St, with the additional recommendations and comments from staff attached, Case PS-01-18.

Respectfully submitted,
Katie Simpson,
City Planner

Attachments:

1. Staff Comments
2. Petition for reinstatement of “Empire Business Park Preliminary Plan”
3. Exhibit A-“Legal Description”
4. Exhibit B- Empire Business Park Preliminary Plan
5. Draft Ordinance
6. Zoning Map
7. Aerial Map
8. Newspaper publication and neighborhood notice



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

May 3, 2018

Mr. Neil Finlen, P.E
Farnsworth Group, INC
2907 McGraw Drive
Bloomington, IL 61704

Subject: City of Bloomington Staff Comments for Empire Business Park Amended Preliminary Plan (dated 04/13/2018)

Dear Mr. Finlen:

The Public Works, Engineering, Water and Community Development Departments received the Amended Preliminary Plan for Empire Business Park. The Departments have the following comments that should be resolved prior to formal action by City Council:

Cover page and general commentary:

- Revise Note 1 to remove the “outlot.” The previous preliminary plan proposed an Outlot 15, intended for signs, at the northwest corner of the subject property. The plat for Lot 13 does not include Outlot 15 and the amended preliminary plan does not include an outlot.
- Revise Note 2 to say “B-1, Highway Business District” and “B-2, General Business Service District.
- Double check the lot dimensions and acreage for each proposed lot, there are some discrepancies between the stated dimensions, the measured dimensions and the area.
- Note 4 has a small scrivnor’s error, “LOTS” is misspelled.
- Verify the lots adjacent to the private drive in Note 4; the Note reads “Lots 6, 15, & 17” but should probably read “Lots 6, 14, & 17” since Lot 15 is not adjacent to the drive.
- Please propose a different name for the private drive; the proposed name is very similar to an existing street, Biasi Blvd.
- Revise the Recommendations and Notice of Approvals on the cover page to add the word “Amended” and read “Notice is hereby given that this AMENDED preliminary plan”; this addition reflects the name of the proposed preliminary plan.
- Add a note clarifying shared access, parking, and ingress/easements for Lots 6, 14, & 17.
- Add the names and contact information of the Land Owners, Developers, Engineers and Attorneys to the cover page.
- Show flood routes on the preliminary plan.

Page C1.0:

- Correct the no-access strip labeling/symbols so there is consistency.
- Please denote the zoning designations for property within 30 ft of the subject property.



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

- Please modify the private drive entrance to appear more like a private drive rather than a public street. Visual distinctions such as decorative pavers could be illustrated on the cross-section provided in C4.0.

Page C2.0:

- Add a “no-access” strip Lot 16 just north of Galena Rd, there appears to be a gap.
- Extend the 150’ no-access strip on the south side of Lot 16 east 25’ so the no-access strip overlaps with the median.
- Add a 27” Storm Sewer to the south side of Lot 6, located within the 20’ utility easement, to connect with the 24” Storm Sewer running north and south, and the 30” Storm Sewer on the south side of Advocate BroMenn. The previous preliminary plan includes a 27” Storm Sewer.
- Please coordinate with the City of Bloomington Engineering and Public Works Departments to safely design and install 5’ wide sidewalk along the south and west sides of the subject property. Due to a deficient width of right-of-way, the sidewalk may encroach into a required landscaping setback, and a variance may be necessary to achieve safe sidewalk installations along Airport Rd. Please work with the Community Development Department and Zoning Board of Appeals to coordinate necessary variances.
- Please verify and label NICOR gas main easement.
- The location of the sanitary sewer along the north-south section of Galena Rd may need trench backfill if the trench falls within two feet of either the sidewalk or back of curb.
- Please coordinate with the location of easements for the 8” water main.
- If not added as a Note on the cover page, please identify shared ingress/egress on Lot 17, 14, and 6.

Page C3.0:

- Verify the dimensions and layout of Lot 7
- Verify the storm sewer sizing for Lot 7.

Please note staff is recommending approval of the proposed preliminary plan with the condition that petitioner address the above comments prior to the City Council meeting.

Should you have any questions, please contact us.

Sincerely,
Katie Simpson
Assistant City Planner

CC: Ryan Otto, Engineering Department
Tony Meizelis, Engineering Department
Bob Coombs, Building Department
Richard Bernard, Water Department
Izzy Rivera, Assistant City Planner

MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, MAY 9, 2018 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET
BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. David Stanczak, Mr. Kevin Suess, Ms. Megan Headean, Mr. John Protzman, Mr. Eric Penn, Mr. Mark Muehleck, Mr. Thomas Kreiger, Ms. Megan McCann, Mr. Tyson Mohr, Mr. Chairman Justin Boyd

MEMBERS ABSENT: none

OTHERS PRESENT: Mr. George Boyle, City Attorney; Ms. Katie Simpson, City Planner; Ms. Izzy Rivera, Assistant City Planner, Mr. Kevin Kothe, City Engineer, Mr. Tony Meizelis, Engineer 1, Mr. J. Alan Balmer.

CALL TO ORDER Chairman Boyd called the meeting to order at 4:00 PM. Ms. Simpson called roll, and with ten members present, the commission had a quorum.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the minutes from the January 10, 2017 regular meeting. Mr. Krieger motioned to approve the minutes; seconded by Mr. Balmer, and approved by voice vote, 8-0.

RECOGNITION:

Recognition of Appreciation – James Pearson for his service on the Bloomington Planning Commission. Chairman Boyd announced the Commission would like to recognize Mr. Pearson for his service. Mr. Pearson was absent from the meeting.

Recognition of Appreciation – J. Alan Balmer for his service on the Bloomington Planning Commission. Chairman Boyd presented a resolution of appreciation to J.Alan Balmer for seven years of service with the Planning Commission and service to the City of Bloomington. Mr. Balmer accepted the resolution of appreciation.

REGULAR AGENDA:

PS-01-18 Public hearing, review and action on a petition submitted by FOB Development Inc. requesting approval of an amendment to the preliminary plan, “Empire Business Park Preliminary Plan” for the property located at the northeast corner of Airport Rd and Empire St., approximately 34.90 acres. (Ward 3)

Chairman Boyd introduced the case and explained the public hearing procedure. Ms. Simpson provided the staff report. She acknowledged that the City Engineer was in the audience at the meeting and available to answer questions regarding traffic. Ms. Simpson stated the Commission approved a preliminary plan in 2017 and had recommended the Zoning Board of Appeals

approve a variance for a reduction in the parking lot landscaping setback. Ms. Simpson stated staff is again asking the Planning Commission to recommend approval of a variance for the lots on the west side of the property. Ms. Simpson shared photos of the site and described the surrounding uses and zoning. She provided photos of the surrounding uses. She explained the site is identified as a Tier 1 Development Priority in the Comprehensive Plan. The city annexed the property, but public improvements are still needed. Ms. Simpson explained the addition of a sidewalk will allow for multimodal transportation, another goal identified in the Comprehensive Plan. Ms. Simpson described the major differences between the proposed amended preliminary plan and the previously approved plan including the removal of a cul-de-sac, addition of a private drive, and shared ingress/egress. She explained staff had a number of comments on the plan which the developer is in the process of correcting. Ms. Simpson described the staff comments and identified the requested variance. Ms. Simpson explained the proposed plan complies with the standards for a preliminary plan in Chapter 24.

Mr. Stanczak asked if the large lot at the south end of the development would have access to Airport Rd or Empire St. Ms. Simpson explained that no access strips run along both roads so the lot takes access from a shared access with the BroMenn Medical Center. Mr. Stanczak stated that he anticipates the lot will generate a large amount of traffic, due to its size, and is concerned that adequate access is provided. Ms. Simpson stated staff is encouraging onsite circulation and cross access between Lots 6, 14 and 17. Mr. Kothe added that the city would not like driveways on Galena Rd; he stated the private drive provides access through Galena because the driver could travel east or west off Galena. Galena also allows better queuing for cars heading on Airport. Ms. Simpson added that staff looked at a link to node ratio and found the site provided adequate connectivity. Chairman Boyd asked staff to explain the variance request. Ms. Simpson stated a variance was granted for the platted lot 13, but a variance was not approved for the lots south of lot 13. She stated that if the city is able to accommodate sidewalk in the right-of-way the variance would not be necessary.

Mr. Neil Finlen, Farnsworth Group, 2709 McGraw Bloomington, spoke on behalf of the petitioner. He explained that the buyers are driving the development of this property. He stated one buyer intends to purchase the southern property and develop this as a single complex with shared parking and access. He explained the buyer is aware of the access need. He stated the ingress/egress easement with BroMenn is pending and will be finalized before the June Council meeting. He stated everyone favored the curvilinear arrangement with Galena Rd, and that the petition has addressed the review comments provided by staff. Mr. Finlen stated the final plat will show the easement for the high pressure Nicor gas main. He stated some lots will provide onsite detention.

No one spoke in favor of the petition. No one spoke in opposition. Chairman Boyd declared the public hearing closed. There was no discussion from the Board.

Mr. Stanczak motioned to approve case PS-01-18, to approve the amended preliminary plan for Empire Business Park. Mr. Krieger seconded the motion. The motion was approved unanimously, 10-0 with the following votes cast: Mr. Stanczak—yes; Mr. Krieger—yes; Mr. Suess—yes; Mr. Protzman—yes; Ms. Headean—yes; Mr. Penn—yes; Mr. Muehleck—yes; Ms. McCann—yes; Mr. Mohr—yes. Chairman Boyd—yes.

Ms. Haedan motioned to provide the Zoning Board of Appeals with a positive recommendation for a variance on the west side of the development, as requested by staff. Mr. Penn seconded the motion. The motion was approved unanimously, 10-0 with the following votes cast: Ms. Headean—yes; Mr. Penn—yes; Mr. Stanczak—yes; Mr. Krieger—yes; Mr. Suess—yes; Mr. Protzman—yes; Mr. Muehleck—yes; Ms. McCann—yes; Mr. Mohr—yes. Chairman Boyd—yes.

OLD BUSINESS: None.

NEW BUSINESS: Chairman Boyd welcomed Megan McCann and Tyson Mohr to the Commission. Ms. McCann introduced herself and stated she worked at Illinois State University. Mr. Mohr introduce himself and stated he works at State Farm.

ADJOURNMENT: The meeting adjourned at 4:27 by unanimous voice vote; motioned by Mr. Krieger and seconded by Mr. Muehleck.

Respectfully submitted,
Katie Simpson,
City Planner

20947534
CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE
PLANNING COMMISSION
MAY 9, 2018

Notice is hereby given that the Planning Commission of the City of Bloomington, Illinois, will hold a public hearing scheduled for Wednesday, May 9, 2018 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois, to review a petition submitted by FOB Development, INC. requesting approval of an Amendment to the previously approved Empire Business Park Preliminary Plan for the property, approximately 34.90 acres, located at the corner of IL Rt 9 and Airport Rd in Bloomington, IL.

Legal Description:
(NORTHWEST CORNER OF ILLINOIS ROUTE 9 (EMPIRE STREET) AND AIRPORT ROAD ALL THAT PART OF 355.15 ACRES OFF THE WEST SIDE OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, PER "SURVEY OF 355.15 ACRES OFF THE WEST SIDE OF SECTION 31" AS SHOWN IN PLAT BOOK 12, PAGE 120, IN THE CLERK COUNTY RECORDER'S OFFICE, LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF CORNELIOUS DRIVE, EAST OF AND ADJACENT TO THE EAST LINE OF AIRPORT ROAD, NORTH OF AND ADJACENT TO THE NORTH LINE OF ILLINOIS ROUTE 9 AND WEST OF AND ADJACENT TO THE WEST LINE OF TRINITY LANE, ALL IN THE CITY OF BLOOMINGTON, ILLINOIS)

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All interested persons may present their views upon such matters pertaining thereto at the meeting. The petitioner or his/her Counsel/Agent must attend the meeting. The petition is on file for public review at the City of Bloomington Community Development Department, 115 E. Washington St., Suite 201, Bloomington, IL 61701.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

R,

Published: Monday, April 23, 2018



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

April 23, 2018

Dear Property Owner or Resident:

The Planning Commission of the City of Bloomington, Illinois, will hold a public hearing on Wednesday, May 9, 2018 at 4:00 p.m. in the City Hall Council Chambers, 109 E. Olive St., Bloomington, Illinois, to hear testimony on a petition submitted by FOB Development, Inc. requesting approval of an **amendment** to the previously approved Preliminary Plan for development of property described as "Empire Business Park", approximately 34.90 acres, located at the corner of Empire St and Airport Rd in Bloomington, IL. The preliminary plan was approved for reinstatement on October 25, 2017.

The preliminary plan is a conceptual layout for lots, utilities, streets, etc. required prior to the subdivision of land. The petitioner or his/her Counsel/Agent must attend the meeting.

The subject property is legally described as follows:

ALL THAT PART OF 355.15 ACRES OFF THE WEST SIDE OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, PER "SURVEY OF 355.15 ACRES OFF THE WEST SIDE OF SECTION 31" AS SHOWN IN PLAT BOOK 12, PAGE 120, IN THE MCLEAN COUNTY RECORDERS'S OFFICE, LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF CORNELIUS DRIVE, EAST OF AND ADJACENT TO THE EAST LINE OF AIRPORT ROAD, NORTH OF AND ADJACENT TO THE NORTH LINE OF ILLINOIS ROUTE 9 AND WEST OF AND ADJACENT TO THE WEST LINE OF TRINTIY LANE, ALL IN THE CITY OF BLOOMINGTON, ILLINOIS.

You are receiving this courtesy notification since you own property within a 500 foot radius of the land described above (refer to attached map). All interested persons may present their views upon matters pertaining to the Empire Business Park Subdivision Preliminary Plan during the public hearing. Communications in writing in relation thereto may be filed with the Department of Community Development, or at such hearing. In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that cases are sometimes continued or postponed for various reasons (i.e. lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting.

The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website at www.cityblm.org. If you desire more information regarding the proposed petition or have any questions you may email me at irivera@cityblm.org or call me at (309) 434-2226.

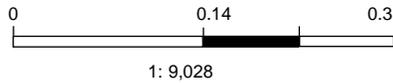
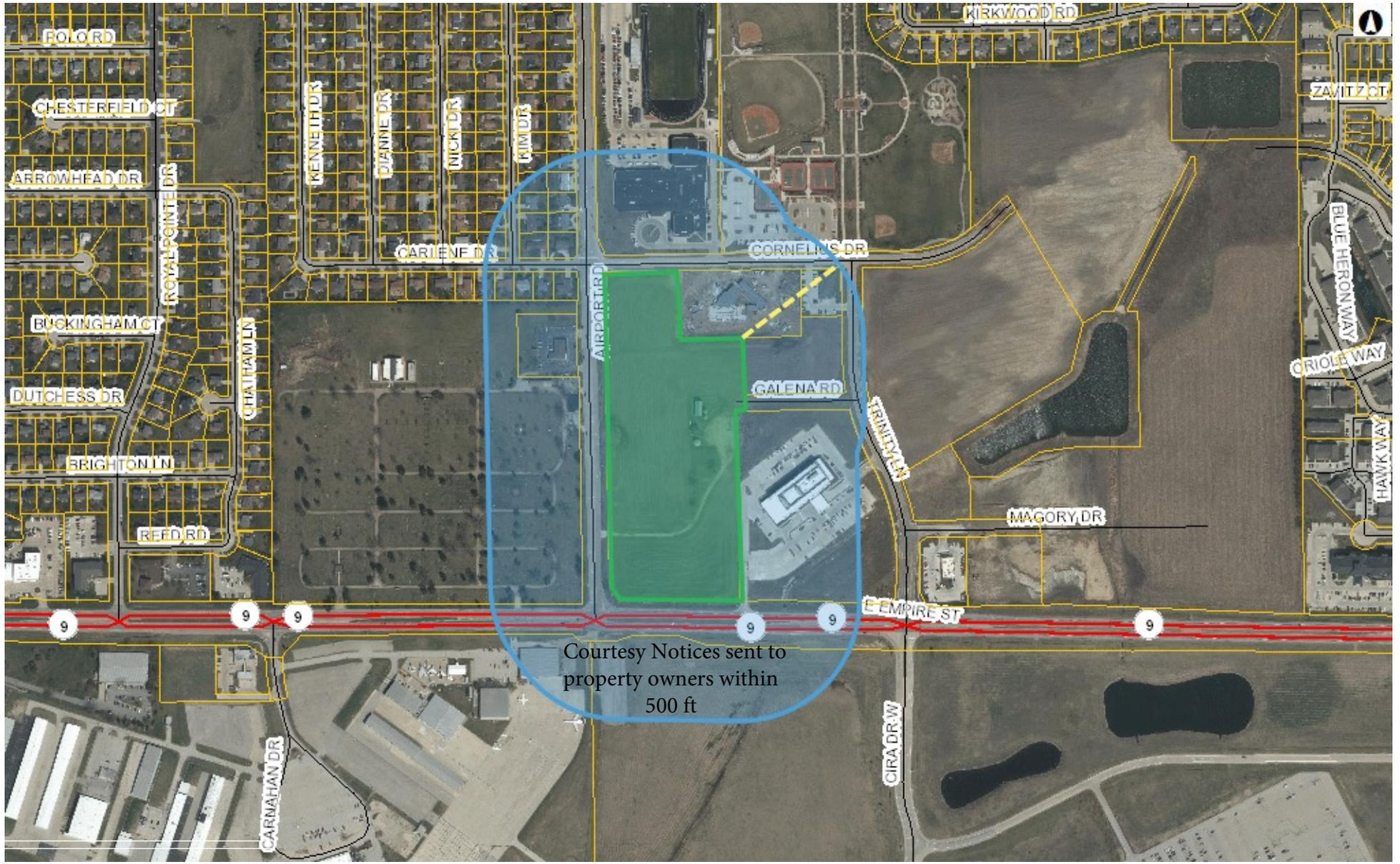
Sincerely,

Izzy Rivera, Assistant City Planner

Attachment: Location Map



Public Hearing on May 9, 2018 for Amendment to Empire Business Park Preliminary Plan



By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

Notes

TYLER VANWYNSBERG
1210 AIRPORT RD
BLOOMINGTON, IL 61704

ERIC MEEKER
1204 Kim Dr
BLOOMINGTON, IL 61704

FAMILY TRUST WEHMEYER
1204 AIRPORT RD
BLOOMINGTON, IL 61704

KATHRYN GAINES
1208 AIRPORT ROAD
BLOOMINGTON, IL 61704

RON & VIVIAN MORRIS
3017 CARLENE DR
BLOOMINGTON, IL 61704

JAMES CLICK
1203 KIM DR
BLOOMINGTON, IL 61704

GEORGE SCOTT
3019 CARLENE DR
BLOOMINGTON, IL 61704

BLOOMINGTON-NORMAL AIRPORT
AUTHORITY
3201 CIRA DR STE 200
BLOOMINGTON, IL 61704

JFT PROPERTIESLLC
15 BROMPTON CT
BLOOMINGTON, IL 61704

DANIEL KUGLICH
1206 KIM DR
BLOOMINGTON, IL 61704

RONALD MCCROSKEY
1205 KIM DR
BLOOMINGTON, IL 61704

MORGAN & ROBIN KIRKMAN
3011 CARLENE DR
BLOOMINGTON, IL 61704

CHRISTOPHER & LEA ANN GOLICK
1207 KIM DR
BLOOMINGTON, IL 61704

EASTLAWN MEMORIAL PARK
PO BOX 130548
HOUSTON, TX 77219

C/O SCI MANAGEMENT CORP
EASTLAWN MEMORIAL GARDEN
PO BOX 130548
HOUSTON, TX 77219

THOMAS & BARBARA BUNCH
3016 CARLENE DR
BLOOMINGTON, IL 61704

BROMENN HEALTHCARE HOSPITAL
1304 FRANKLIN AVE
NORMAL, IL 61761

MORINE II LLC
15716 E 550 NORTH RD
HEYWORTH, IL 61745

DANIEL & JULIE PATTEN
1202 KIM DR
BLOOMINGTON, IL 61704

DOUGLAS & DANA SUTTON
1209 KIM DR
BLOOMINGTON, IL 61704

CHARLES BATES
3013 CARLENE DR
BLOOMINGTON, IL 61704

MICHAEL WALTERSDORF
1206 AIRPORT RD
BLOOMINGTON, IL 61704

JANIS K & DANIEL WISSMILLER STEINER
3014 CARLENE DR
BLOOMINGTON, IL 61704

THOMAS A & JUDY JEAN REITER
3015 CARLENE DR
BLOOMINGTON, IL 61704

CENTRAL CATHOLIC HIGH SCHOOL
1201 AIRPORT RD
BLOOMINGTON, IL 61704

PDMC
9 BURGUNDY CT
BLOOMINGTON, IL 61704

SOY AG SERVICES DENEEN BROTHERS
FARMS
6 HEARTLAND DR STE A
BLOOMINGTON, IL 61704



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Ordinance which Rescinds Ordinance 2018-38 and approves a Petition from F.O.B. Development Inc. for an Easement Vacation Plat for Empire Business Park Eighth Addition and a Final Plat for Empire Business Park Ninth Addition, located east of Airport Road, south of Cornelius Drive, and north of Empire Street, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Ordinance which Rescinds Ordinance 2018-38 and approves a Petition from F.O.B. Development Inc. for an Easement Vacation Plat for Empire Business Park Eighth Addition and a Final Plat for Empire Business Park Ninth Addition, located east of Airport Road, south of Cornelius Drive, and north of Empire Street be approved, subject to the petitioner paying the required tap-on fees, and the Mayor and City Clerk authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the Local Economy

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

BACKGROUND: The proposed Easement Vacation Plat and the Final Plat are in preparation for a future medical facility at the southeast corner of Airport Road and Cornelius Drive, and a future development at the northeast corner of Airport Road and Route 9.

The subject final plat consists of four lots and one out lot located east of Airport Road and south of Cornelius Drive. The zoning in this area is B-1 and B-2. The proposed use is permitted in these zoning districts.

The subject final plat creates four lots. One of these lots includes the entire lot 13 of the Eighth Addition. The Eighth addition final plat dedicated a five foot utility easement on the south side of lot 13. This easement is located in the center of Lot 15 of the Ninth Addition, and as such needs to be vacated. The subject easement vacation plat vacates this easement.

This plat also supersedes the Empire Business Park Ninth Addition final plat previously approved on May 29th. The Ordinance rescinds this approval to allow for the subject final plat to be approved.

The subject final plat complies with the proposed amended preliminary plan except for several minor adjustments. First, the dimensions of lots 6, 14, and 17 have been moved. Secondly the preliminary plan calls for a small triangle of land on the southeast corner of lot 15. The developer

wishes to have the right-of-way at this location squared off similar to the other bend of Galena Road. Staff feels that both of these adjustments are minor in nature.

The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code) and City staff has no objections to the plan. There are tap on fees due for this subdivision.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: F.O.B. Development. The Bloomington Planning Commission held a public hearing on an amended preliminary plan for this area on May 9, 2018. The Commission provided a positive recommendation. The amended preliminary plan is also before council for action on June 25, 2018. The proposed plat aligns with the amended preliminary plan.

FINANCIAL IMPACT: All survey and plat costs were paid by F.O.B. Development, Inc. Tap-on fees will be required to be paid to the City.

COMMUNITY DEVELOPMENT IMPACT: *This site is a Tier 1 Infill Development Priority.*

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

Respectfully submitted for Council consideration.

Prepared By: Anthony J. Meizelis PE, Civil Engineer
Reviewed By: Jim Karch, PE CFM, Director of Public Works
Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director
Water/Community Dev. Review By: Katie Simpson, City Planner
Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- PW 8B Ordinance And Legal Descriptions
- PW 8C Easement Vacation Petition
- PW 8D Easement Vacation Utility Letters
- PW 8E Easement Vacation Map And Plat
- PW 8F Final Plat County Clerks Certificate

- PW 8G Final Plat Petition
- PW 8H Final Plat Owners Certificate
- PW 8I Final Plat School District Certificate
- PW 8J Final Plat Drainage Statement
- PW 8K Final Plat Checklist
- PW 8L Final Plat Map And Plat
- PW 8M Final Plat Tap on Memo

ORDINANCE NO. 2018 - _____

**AN ORDINANCE PROVIDING FOR
THE RESCINDING OF ORDINANCE NUMBER 2018-38,
THE VACATION OF A PORTION OF A UTILITY EASEMENT LYING WITHIN EMPIRE
BUSINESS PARK EIGHTH ADDITION,
AND APPROVING THE FINAL PLAT OF EMPIRE BUSINESS PARK NINTH ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of a portion of a utility easement lying within Lot 13 in Empire Business Park Eighth Addition, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

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 Empire Business Park Ninth Addition Subdivision, legally described in Exhibit B, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petitions are valid and sufficient and conform to the requirements of the statutes in such cases made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said portion of the 5 foot utility easement as requested in this case.

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

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. That Ordinance Number 2018-38 approved by Council on May 29, 2018, is hereby rescinded;

SECTION 3. That the portion of the 5 foot utility easement as shown on the attached Easement Vacation Plat dated April 24, 2018 is hereby vacated.

SECTION 4. That said vacation of utility easement is reasonable and proper because said easement is not needed for public use by said City, or by utility companies that may have rights of use.

SECTION 5. That the Final Plat of the Empire Business Park Ninth Addition dated June 7, 2018 is hereby approved.

SECTION 6. This Ordinance shall be effective immediately after its passage and approval.

SECTION 7. This Ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of June 2018.

APPROVED this ___ day of June 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

Exhibit A

Easement Vacation

Description of Property

Lot 13 in Empire Business Park Eighth Addition to the City of Bloomington, Illinois, according to the plat thereof recorded December 20, 2017 as Document No. 2017-22539 in the McLean County Recorder's Office, McLean County, Illinois.

Description of Portion of 5 foot Utility Easement Hereby Vacated

The South 5 feet of Lot 13 except the West 15 feet and East 7.5 feet thereof in Empire Business Park Eighth Addition according to the plat thereof recorded December 20, 2017 as Document No. 2017-22539 in the City of Bloomington, McLean County, Illinois.

Exhibit B

Final Plat

Tract 1:

Lot 13 in Empire Business Park Eighth Addition to the City of Bloomington, Illinois, according to the plat thereof recorded December 20, 2017 as Document No. 2017-22539 in the McLean County Recorder's Office, McLean County, Illinois, and part of the Southwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Lot 13 in Empire Business Park Eighth Addition to the City of Bloomington, Illinois, according to the plat thereof recorded December 20, 2017 as Document No. 2017-22539 in the McLean County Recorder's Office, McLean County, Illinois. From said Point of Beginning, thence south 237.77 feet along the East Line of a tract of land conveyed to the City of Bloomington for the East Portion of Airport Road according to Trustees Deed Document No. 2003-40630; thence east 334.59 feet along a line which forms an angle to the right of 90°-41'-15" with the last described course; thence north 237.75 feet along the Southerly Extension of the East Line of said Lot 13 which forms an angle to the right of 90°-00'-00" with the last described course to the Southeast Corner thereof; thence west 337.44 feet along the South Line of said Lot 13 which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning.

Tract 2:

A Part of the Southwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Lot 2 in Empire Business Park First Addition according to the plat thereof recorded December 21, 2009 as Document No. 2009-38806 in the McLean County Recorder's Office. From said Point of Beginning, thence north 521.03 feet along the West Line of said Lot 2; thence west 244.82 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence north 33.12 feet along a line which forms an angle

to the right of $270^{\circ}-00'-00''$ with the last described course; thence west 321.23 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the East Line of a tract of land conveyed to the City of Bloomington according to Trustee's Deed recorded August 12, 2003 as Document No. 2003-40630 in said Recorder's Office; thence south 46.56 feet along a line which forms an angle to the right of $89^{\circ}-18'-45''$ with the last described course to the Southernmost Corner of said tract of land conveyed to the City of Bloomington, being a point on the East Right-of-Way Line of County Highway 22 (Airport Road) lying 150.74 feet north of a point lying 65 feet right of Station 84+00.00 on the Centerline of said County Highway 22 as shown on the Right-of-Way Plans for F.A.P. 693 (Illinois Route 9) recorded March 24, 1995 as Document No. 95-5258 in said Recorder's Office; thence south 150.74 feet along said East Right-of-Way Line which forms an angle to the right of $178^{\circ}-04'-06''$ with the last described course to a point lying 65 feet right of Station 84+00.00 on said Centerline; thence south 290.00 feet along said East Right-of-Way Line which forms an angle to the right of $182^{\circ}-49'-06''$ with the last described course to a point lying 65 feet right of Station 81+10.00 on said Centerline; thence southeast 75.47 feet along the Easterly Right-of-Way Line of said County Highway 22 which forms an angle to the right of $131^{\circ}-09'-39''$ with the last described course to a point on the North Right-of-Way Line of F.A.P. Route 693 (Illinois Route 9) lying 65 feet left of Station 145+50.00 on the Centerline of said F.A.P. 693 as shown on said Right-of-Way Plans); thence east 226.27 feet along said North Right-of-Way Line being the arc of a curve concave to the south with a radius of 32,803.82 feet and the 226.27 foot chord of said arc forms an angle to the right of $140^{\circ}-29'-01''$ with the last described course to a Point of Tangency lying 65 feet left of Centerline Station 147+75.82 on said F.A.P. 693; thence east 277.00 feet along said North Right-of-Way Line which forms an angle to the right of $180^{\circ}-11'-51''$ with the last described course to the Point of Beginning.

PETITION FOR VACATION OF

A PORTION OF A UTILITY EASEMENT LYING WITHIN EMPIRE BUSINESS PARK
EIGHTH ADDITION

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now comes F.O.B. Development, Inc. c/o John Deneen, 1776 Winnemac Ave., #306, Chicago,
Illinois 60640,

hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as owner of the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of a portion of the 5 foot utility easement along the South Line of Lot 13 in said Empire Business Park Eighth Addition as shown on the attached Easement Vacation Plat and made a part hereof by this reference;
3. That said vacation of the 5 foot utility easement is reasonable and proper because said easement is not currently occupied with public utilities with no proposed utilities to be located in said easement.

WHEREFORE, your Petitioner prays that the portion of said 5 foot utility easement be vacated.

Respectfully submitted,

By:



Connor, Greg

From: Sadler, Eric <esadler@southernco.com>
Sent: Monday, April 09, 2018 8:49 AM
To: Connor, Greg
Subject: [EXTERNAL] RE: Empire Business Park 8th Addition Easement Vacation Request

Greg,

I have reviewed the information that you supplied regarding a proposed vacation in the Empire Business Park area. It doesn't appear that **Nicor Gas** has any facilities located within the area to be vacated. As such, Nicor Gas has no objection to the proposed vacation.

Regards,

Eric L. Sadler, CFM
Land Management Agent
Land Management Department

Nicor Gas
1844 W. Ferry Rd.
Naperville, IL 60563

630.388.3729 office
630.983.8725 fax
8-458-3729 internal
esadler@southernco.com



From: McKinney, Matthew J.
Sent: Friday, April 6, 2018 9:45 AM
To: Sadler, Eric <esadler@southernco.com>
Subject: Fwd: Empire Business Park 8th Addition Easement Vacation Request

Eric,
Good morning. Can you please review the customer email below with attachment and respond accordingly or forward as necessary? Thx.

Sent from my iPhone

Begin forwarded message:

From: "Connor, Greg" <gconnor@F-W.com>
Date: April 6, 2018 at 9:07:49 AM CDT
To: "'adam.r.gangloff@ftr.com'" <adam.r.gangloff@ftr.com>, "'Jason Cotner (jcotner@cornbeltenergy.com)'" <jcotner@cornbeltenergy.com>, Matt McKinney <MMckinn@agresources.com>, "Thompson, Dean W" <DThompson5@ameren.com>, "Vonbrethorst,

Connor, Greg

From: Jason Cotner <jcotner@cornbeltenergy.com>
Sent: Wednesday, April 11, 2018 8:22 AM
To: Connor, Greg
Cc: Bazan, Brent; Finlen, Neil; Gastel, Jeff
Subject: [EXTERNAL] RE: Empire Business Park 8th Addition Easement Vacation Request

We do not have facilities in the requested area nor do we object to the vacation request. Let me know if you need more than this email.

JASON COTNER

FIELD ENGINEER

1 ENERGY WAY | BLOOMINGTON, IL 61705

P 309.664.9246 | F 309.662.9670

jcotner@cornbeltenergy.com

From: Connor, Greg [mailto:gconnor@F-W.com]
Sent: Friday, April 06, 2018 9:08 AM
To: 'adam.r.gangloff@ftr.com' <adam.r.gangloff@ftr.com>; Jason Cotner <jcotner@cornbeltenergy.com>; Matt McKinney <MMckinn@aglresources.com>; Thompson, Dean W <DThompson5@ameren.com>; Vonbrethorst, James <James_Vonbrethorst@comcast.com>
Cc: Bazan, Brent <bbazan@F-W.com>; Finlen, Neil <nfinlen@F-W.com>; Gastel, Jeff <jgastel@F-W.com>
Subject: Empire Business Park 8th Addition Easement Vacation Request

Good morning,

We are in need of vacating an easement in Empire Business Park just south of Central Catholic on Bloomington's east side. I've attached a location map along with the final plat that shows the easement to be vacated. Please let me know if any of you have an utilities in this easement and if you have any objections with this vacation request. We have to have this on the City of Bloomington's June Council agenda which means I'll need an answer back no later than May 1st.

Please let me know of any questions.

All the best,

Gregory T. Connor | Project Coordinator

Farnsworth Group, Inc.

2709 McGraw Drive | Bloomington, IL 61704

p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244

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

Connor, Greg

From: Wyman, Ted <Ted_Wyman@comcast.com>
Sent: Friday, April 06, 2018 10:13 AM
To: Connor, Greg
Subject: [EXTERNAL] Empire Business Park 8th Addition Easement Vacation

Greg,

Comcast has reviewed the proposed vacation of a five-foot wide utility easement located along the south property line of Lot 13 as depicted on the Empire Business Park Eighth Addition plat filed in 2017 in Bloomington, IL.

Please be advised that Comcast has no infrastructure within said easement and therefore has no objection to the vacation of the aforementioned easement.

If you have any questions in regards to this information, please don't hesitate to contact me.

Sincerely,

Ted Wyman
Comcast Cable
Right-of-Way Engineer
688 Industrial Drive
Elmhurst, IL 60126
Phone: (224) 229-5850
Fax: (630) 359-5482
Ted_Wyman@comcast.com

Connor, Greg

From: Thompson, Dean W <DThompson5@[ameren.com](mailto:DThompson5@ameren.com)>
Sent: Thursday, May 03, 2018 2:18 PM
To: Connor, Greg
Subject: [EXTERNAL] RE: Empire Business Park 8th Addition Easement Vacation Request

Ameren has no issue for this easement vacation.

If more documentation is needed, please let me know.

Thanks

From: Connor, Greg <gconnor@F-W.com>
Sent: Thursday, May 03, 2018 1:13 PM
To: Thompson, Dean W <DThompson5@ameren.com>
Subject: [EXTERNAL] RE: Empire Business Park 8th Addition Easement Vacation Request

EXTERNAL SENDER

Dean,

With Ameren and Corn Belt both serving within City limits the City of Bloomington likes signoffs from both of entities. Thank you for your response and thank you in advance on Drury Inn vacation.

Best,

Gregory T. Connor | Project Coordinator
Farnsworth Group, Inc.
2709 McGraw Drive | Bloomington, IL 61704
p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244
www.f-w.com | www.greennavigation.com

From: Thompson, Dean W [<mailto:DThompson5@ameren.com>]
Sent: Thursday, May 03, 2018 11:48 AM
To: Connor, Greg <gconnor@F-W.com>
Subject: [EXTERNAL] FW: Empire Business Park 8th Addition Easement Vacation Request

Sorry for the delay Greg,

This is Corn-belt territory. I'll have the Dury Inn lot checked by tomorrow.

Dean

From: Connor, Greg <gconnor@F-W.com>
Sent: Wednesday, May 02, 2018 7:21 AM

Connor, Greg

From: Gangloff, Adam <adam.r.gangloff@ftr.com>
Sent: Wednesday, May 02, 2018 8:52 AM
To: Connor, Greg
Subject: [EXTERNAL] RE: Empire Business Park 8th Addition Easement Vacation Request

Frontier has no objections to the vacation of the request Easement on Lot 13 In Empire Business Park 8th Addition.

Adam Gangloff
Frontier – Network Engineering
109 E. Market St.
Bloomington, IL 61701
309.557.1378

From: Connor, Greg [mailto:gconnor@F-W.com]
Sent: Wednesday, May 02, 2018 7:21 AM
To: Gangloff, Adam <adam.r.gangloff@ftr.com>; Matt McKinney <MMckinn@aglresources.com>; Thompson, Dean W <DThompson5@ameren.com>
Subject: RE: Empire Business Park 8th Addition Easement Vacation Request

WARNING: External email. Please verify sender before opening attachments or clicking on links.

Good morning gentleman,

I was just wondering if you've had a chance to review this vacation request? We have to submit plans to the City of Bloomington by May 8th so if you could respond accordingly it would be greatly appreciated.

All the best,

Gregory T. Connor | Project Coordinator
Farnsworth Group, Inc.
2709 McGraw Drive | Bloomington, IL 61704
p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244
www.f-w.com | www.greennavigation.com

From: Connor, Greg
Sent: Friday, April 06, 2018 9:08 AM
To: 'adam.r.gangloff@ftr.com' <adam.r.gangloff@ftr.com>; 'Jason Cotner' (jcotner@cornbeltenergy.com)' <jcotner@cornbeltenergy.com>; 'Matt McKinney' <MMckinn@aglresources.com>; 'Thompson, Dean W' <DThompson5@ameren.com>; 'Vonbrethorst, James' <James_Vonbrethorst@comcast.com>



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

May 11, 2018

Greg Connor
Farnsworth Group, Inc.
2709 McGraw Drive
Bloomington, IL 61701

Subject: Empire Business Park 8th Addition
Utility Easement Vacation Signoff

Dear Mr. Finlen:

City of Bloomington Public Works and Water departments have reviewed the proposed vacation of the easement on the south side of Lot 13 in Empire Business Park 8th Addition in Bloomington Illinois.

The City of Bloomington does not have any facilities in this easement and has no objections to the vacation as proposed.

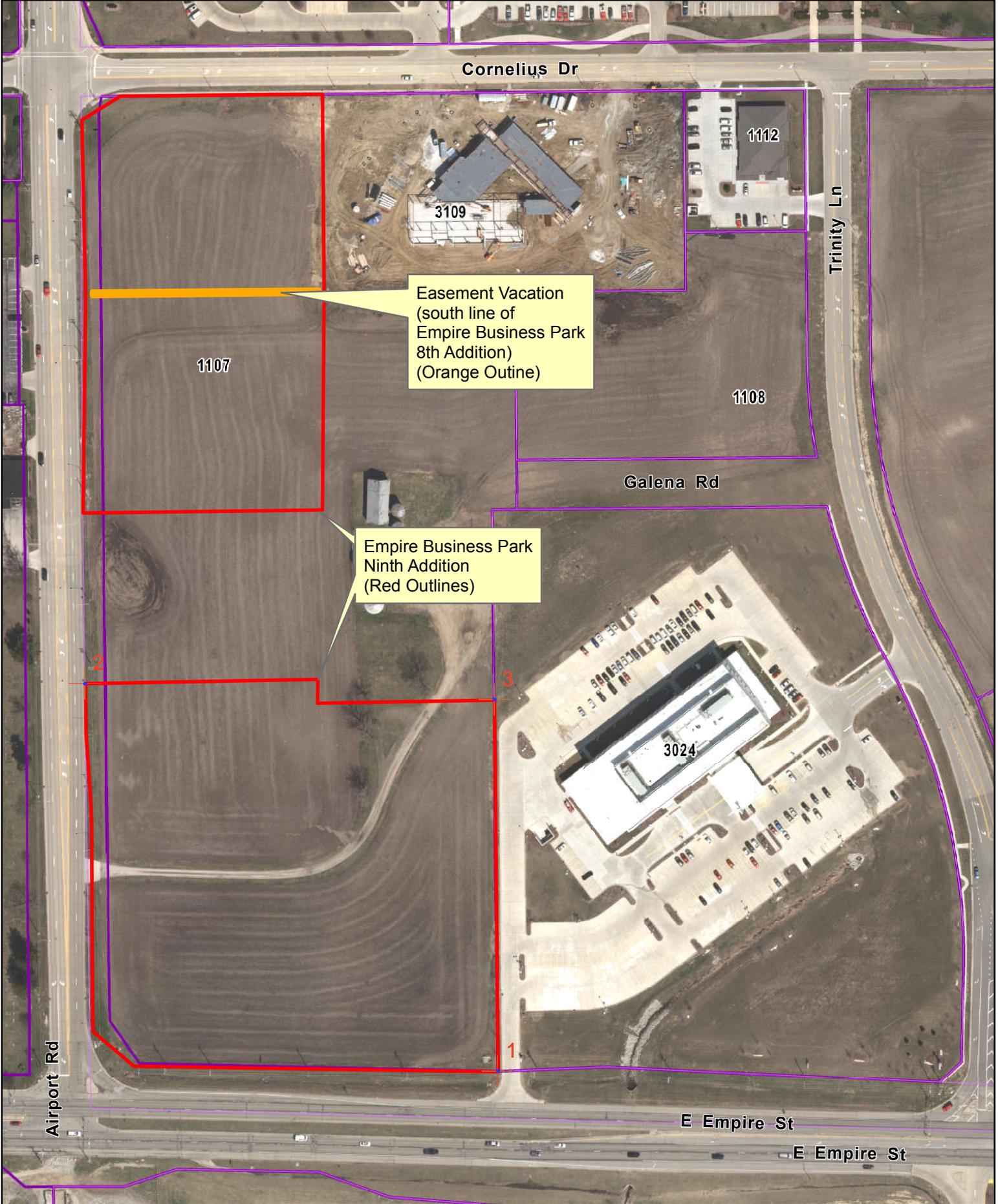
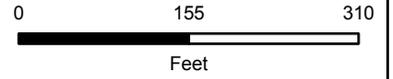
Should you have any questions, please contact us.

Sincerely,

A handwritten signature in blue ink that reads "Anthony Meizelis".

Anthony J. Meizelis, P.E.
Civil Engineer I

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Bob Yehl, Director of Water
Brett Lueschen, Superintendent of Water Distribution
File



Easement Vacation
(south line of
Empire Business Park
8th Addition)
(Orange Outline)

Empire Business Park
Ninth Addition
(Red Outlines)

1107

1112

3109

1108

Galena Rd

3024

Airport Rd

Cornelius Dr

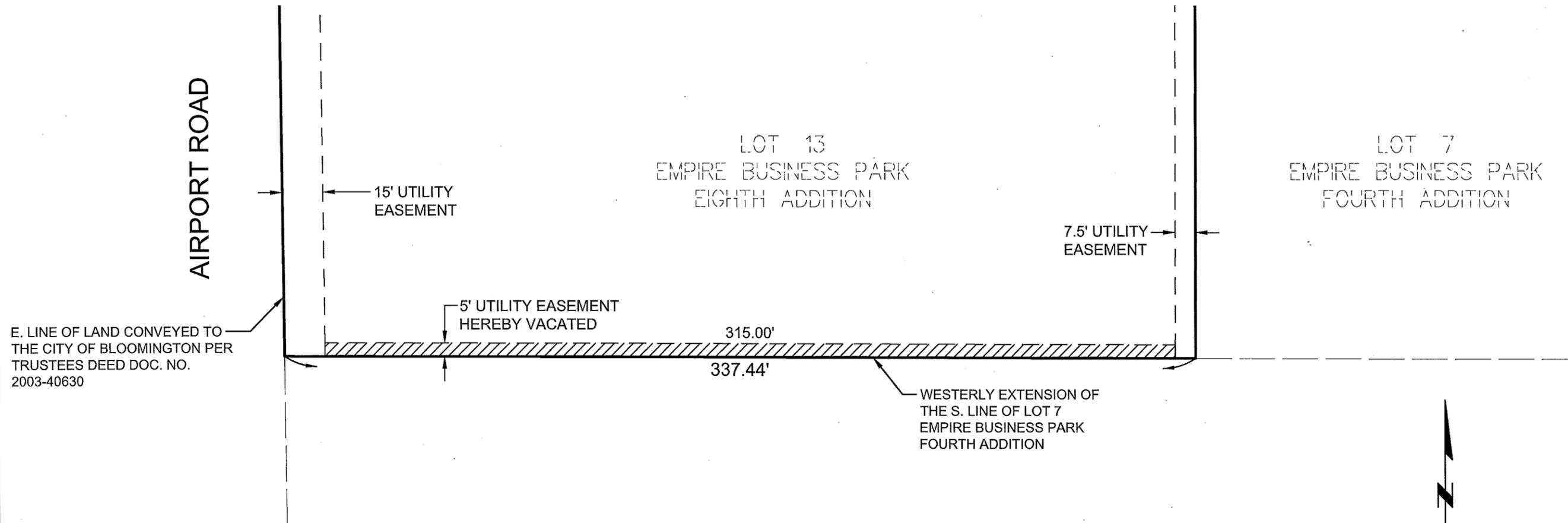
Trinity Ln

E Empire St

E Empire St

EASEMENT VACATION PLAT

PART OF SW 1/4 SEC 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



Utility Easement Hereby Vacated

The South 5 feet of Lot 13, except the West 15 feet and the East 7.5 feet thereof in Empire Business Park Eighth Addition according to the plat thereof recorded December 20, 2017 as Document No. 2017-22539 in the City of Bloomington, McLean county, Illinois.



S.W. 1/4 SEC. 31, T.24N., R.3E. 3P.M.

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

EMPIRE BUSINESS PARK EIGHTH ADDITION
EASEMENT VACATION PLAT
BLOOMINGTON, ILLINOIS

Project No: 0170769.00
Book No:
Drawn by: MBB
Reviewed: GAB
Date: 4-24-18

mbruce | j:\2017\0170769.00 - Empire Business Park 9th Addition\Survey\07_Drawings\0170769.00 Empire Business Park Vacation Plat.dwg | 4/6/2018 10:58 AM

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 2nd day of May, 2018, 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

Part of PIN 15-31-351-009

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 F.O.B. Development, Inc. c/o John Deneen, 1776 Winnemac Ave., #306, Chicago, Illinois 60640,

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 B, which is attached hereto and made a part hereof by this reference, is a corporation having proprietary interest in said premises.
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Empire Business Park Ninth Addition.
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None

WHEREFORE, your petitioner respectfully prays that said Final Plat for Empire Business Park Ninth Addition submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By  _____

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 the premises embodied in the attached Plat of Empire Business Park Ninth Addition 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 "Empire Business Park Ninth Addition" in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent Bazan, Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 3 day of MAY, 2018.



Signature

*where dedication is required under Section 3.5.

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, _____, a Notary Public in and for the county and State aforesaid, do hereby certify that _____ 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 _____ day of _____, 2018.

Notary Public

My commission expires _____.

** please see attachment of an acknowledgment (GR)*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside }
On May 3rd, 2018 before me, Gabriel Rueda Notary Public
Date Here Insert Name and Title of the Officer
personally appeared John Deneen
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gabriel Rueda
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Owner's Certificate

Document Date: 5-3-2018 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

SCHOOL DISTRICT CERTIFICATE

This is to certify that I John Deason as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Empire Business Park Ninth Addition, to the best of my knowledge, is located within the boundaries of Community Unit School District No. 5 in McLean County, Illinois.

Dated this 3 day of May, 2018.

John Deason
Owner/Developer

DRAINAGE STATEMENT

I, Jeffrey M. Gastel, Registered Professional Engineer, and F.O.B. Development, being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "Empire Business Park Ninth 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.



Jeffrey M. Gastel
Registered Professional Engineer No. 051694

OWNER:

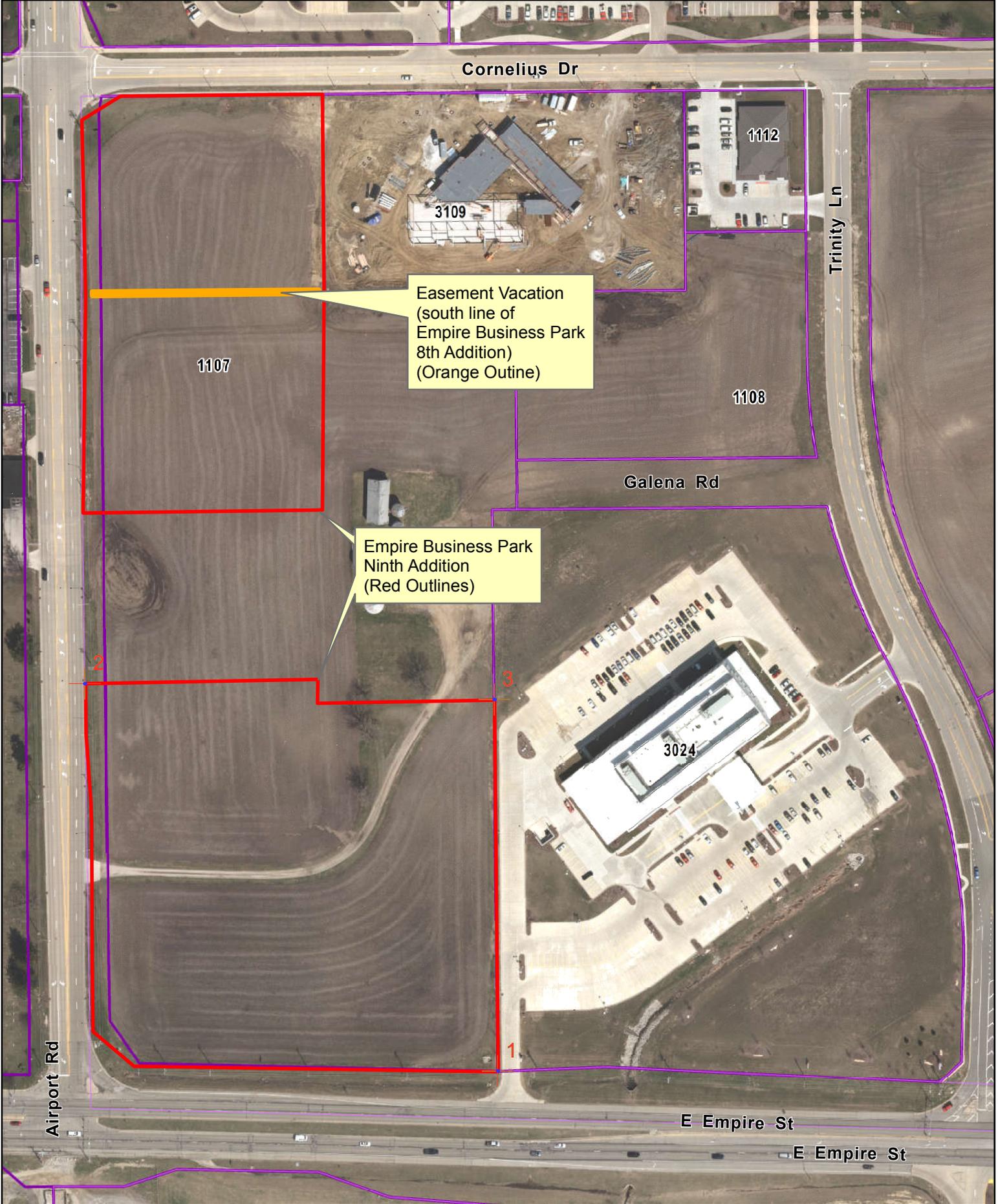
BY: [Signature]



Empire Business Park Ninth Addition

Date Prepared: 5/11/2018

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	TJM
	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	TJM
	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	Special Circumstances



Cornelius Dr

1112

3109

Trinity Ln

1107

Easement Vacation
(south line of
Empire Business Park
8th Addition)
(Orange Outline)

1108

Galena Rd

Empire Business Park
Ninth Addition
(Red Outlines)

3024

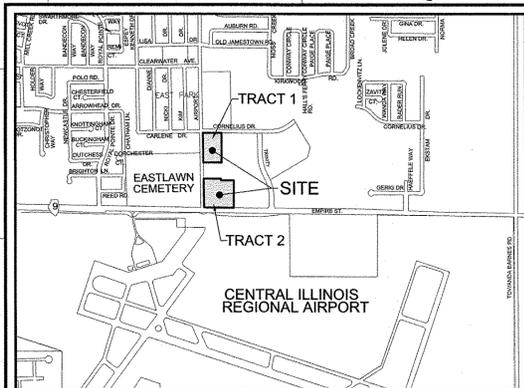
Airport Rd

E Empire St

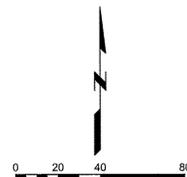
E Empire St

EMPIRE BUSINESS PARK NINTH ADDITION

PART OF SW 1/4 SEC 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

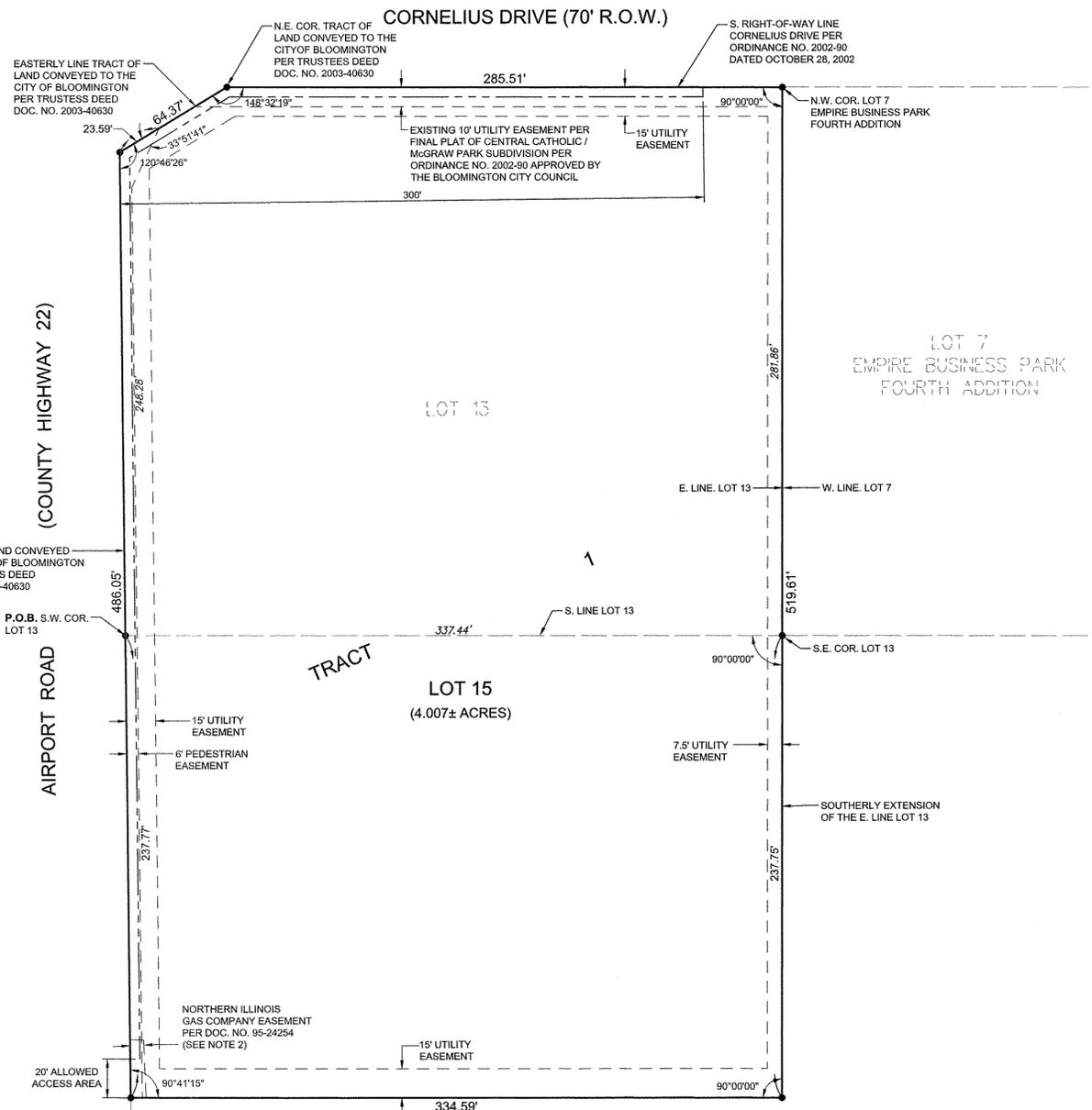


Location Map
Not to Scale



LEGEND

- IRON ROD
- EASEMENT LIMITS LINE
- 5' NO-ACCESS LINE
- PLAT DIMENSION PER DOCUMENT NO. 2017-22539



SURVEYOR'S DECLARATION

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

Tract 1:

Lot 13 in Empire Business Park Eighth Addition to the City of Bloomington, Illinois, according to the plat thereof recorded December 20, 2017 as Document No. 2017-22539 in the McLean County Recorder's Office, McLean County, Illinois, and part of the Southwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Lot 13 in Empire Business Park Eighth Addition to the City of Bloomington, Illinois, according to the plat thereof recorded December 20, 2017 as Document No. 2017-22539 in the McLean County Recorder's Office, McLean County, Illinois. From said Point of Beginning, thence south 237.77 feet along the East Line of a tract of land conveyed to the City of Bloomington for the East Portion of Airport Road according to Trustees Deed Document No. 2003-40630; thence east 334.59 feet along a line which forms an angle to the right of 90°-41'-15" with the last described course; thence north 237.75 feet along the Southerly Extension of the East Line of said Lot 13 which forms an angle to the right of 90°-00'-00" with the last described course to the Southeast Corner thereof; thence west 337.44 feet along the South Line of said Lot 13 which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning.

Tract 2:

A Part of the Southwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Lot 2 in Empire Business Park First Addition according to the plat thereof recorded December 21, 2009 as Document No. 2009-38806 in the McLean County Recorder's Office. From said Point of Beginning, thence north 521.03 feet along the West Line of said Lot 2; thence west 244.82 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence north 33.12 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course; thence west 321.23 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the East Line of a tract of land conveyed to the City of Bloomington according to Trustees Deed recorded August 12, 2003 as Document No. 2003-40630 in said Recorder's Office; thence south 46.56 feet along a line which forms an angle to the right of 89°-18'-45" with the last described course to the Southernmost Corner of said tract of land conveyed to the City of Bloomington, being a point on the East Right-of-Way Line of County Highway 22 (Airport Road) lying 150.74 feet north of a point lying 65 feet right of Station 84+00.00 on the Centerline of said County Highway 22 as shown on the Right-of-Way Plans for F.A.P. 693 (Illinois Route 9) recorded March 24, 1995 as Document No. 95-5258 in said Recorder's Office; thence south 150.74 feet along said East Right-of-Way Line which forms an angle to the right of 178°-04'-06" with the last described course to a point lying 65 feet right of Station 84+00.00 on said Centerline; thence south 290.00 feet along said East Right-of-Way Line which forms an angle to the right of 182°-49'-06" with the last described course to a point lying 65 feet right of Station 81+10.00 on said Centerline; thence southeast 75.47 feet along the Easterly Right-of-Way Line of said County Highway 22 which forms an angle to the right of 131°-09'-39" with the last described course to a point on the North Right-of-Way Line of F.A.P. Route 693 (Illinois Route 9) lying 65 feet left of Station 145+50.00 on the Centerline of said F.A.P. 693 (as shown on said Right-of-Way Plans); thence east 226.27 feet along said North Right-of-Way Line being the arc of a curve concave to the south with a radius of 32,803.82 feet and the 226.27 foot chord of said arc forms an angle to the right of 140°-29'-01" with the last described course to a Point of Tangency lying 65 feet left of Centerline Station 147+75.82 on said F.A.P. 693; thence east 277.00 feet along said North Right-of-Way Line which forms an angle to the right of 180°-11'-51" with the last described course to the Point of Beginning.

Said property contains 10.797 acres, more or less.

This property has been subdivided into 4 lots, numbered 6, 14, 15 and 17. 1 Outlot numbered 18, the street and easements as shown. Said Subdivision is to be known as "Empire Business Park Ninth 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, Map No. 17113C0510 E, dated July 16, 2008.

Notes:

1. This property is part of PIN 15-31-351-009.
2. The Northern Illinois Gas Company easement as shown hereon is approximate. The description for said easement in Document number 95-24254 is vague and cannot be accurately represented on this plat.
3. Access to Lots 6, 14 and 17 is to be gained via a private drive to be built on Outlot 18. Outlot 18 is also to be used as a utility easement in its entirety.

Witness my hand and seal this 7th day of June 2018.

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

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



DATE: 6-7-18
EXP. DATE: 11-30-2018
DESIGN FIRM REGISTRATION NO. 184-001856

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 "Empire Business Park Ninth Addition", presented, passed and approved at a regular meeting of said City Council, held on the _____ Day of _____, 2018, 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 _____, 2018.

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 _____, 2018.

City Engineer
Bloomington, Illinois

OWNER:
F.O.B. Development, Inc.
c/o John Deneen
1776 W. Winnemac Ave., #306
Chicago, IL 60640

ATTORNEY:
William C. Wetzal
115 W. Jefferson
Bloomington, IL 61701



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:
EMPIRE BUSINESS PARK
NINTH ADDITION

BLOOMINGTON, ILLINOIS

Date: 6-7-18

Design/Drawn: DJM

Reviewed: JDA

Field Book No.:

Project No.: 0170769.00

SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

DATE: June 11, 2018
TO: Katie Simpson, City Planner
FROM: Anthony J. Meizelis, P.E.
RE: **Empire Business Park Subdivision, Ninth Addition (Revised)**
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: **Empire Business Park Subdivision, Ninth Addition**. The final plat will be considered for approval by the City Council at the June 25, 2018 meeting.

A. The following Performance Guarantee is required:

110% of all uncompleted public improvement construction costs for 8th Addition:

\$ 551,175.00

Total Bond Amount Required

\$ 551,175.00

Bond/Guarantee must be in the form(s) and language provided by City Code.

- Any bonds currently in effect for Empire Business Park should remain in effect.

B: Tap-On Fees:

The following tap-on fees are due per the July 14, 1998 Annexation Agreement with Armstrong Construction, Inc., Ron Rave and Daniel G. Deneen:

Area of 9th Addition Subdivision = **10.277 acres**

Area of 8th Addition Subdivision = **2.173 acres**

Remaining area with unpaid tap-on fees = **8.104 Acres**

Airport Road frontage = **703.75 Feet** (does not include Galena Road ROW)

- 1) G.E. Valley Sewer Extension: \$300.00/ac + 6% simple interest from 10/1995** (Used CPI Interest)
- 2) Golden Eagle / Sapphire Sewer: \$325 /ac + 6% simple interest from 04/2005** (Used CPI Interest)
- 3) G.E. Rd. Water Main Extension: \$15.00/lf of G.E. Rd.
- 4) Airport Rd. Water Main Extension: \$15.00/lf of Airport Rd. + 6% simple interest from 09/1976**
- 5) Airport Rd. Pavement, MFT: \$80.00/lf of Airport Rd + 6% simple interest from 08/2005**** (Used CPI Interest)
- 6) Stormwater Detention Fee: Per the Preliminary Plan, parcels draining to Airport Road shall provide on-site detention, and any portion of the lots which drain to the existing eagle creek detention basins without passing through the regional detention basin construction within the development shall pay a fee in lieu of detention; These parcels are either adjacent to Airport Road or tributary to the regional basin. No detention fee

required as the sites shall provide code compliant onsite detention or are tributary to the existing empire business park regional basin.

7) Fee in lieu of Park Land: None, no lots zoned residential.

** Interest calculated based on the lower of 6% simple interest or the CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)

		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	G.E. Valley Sewer Extension	51101100-54120	\$2,431.20	\$1,531.89	\$3,963.09
2	Golden Eagle/Sapphire Sewer	51101100-54120	\$2,633.80	\$757.20	\$3,391.00
3	G.E. Rd. Water Main Extension	50100120-57320	\$0.00	\$0.00	\$0.00
4	Airport Rd. Water Main Extension	50100120-57320	\$5,735.56	\$14,367.58	\$20,103.14
5	Airport Rd. Pavement, CIF	40100100-57320	\$56,300.00	\$15,521.49	\$71,821.49
6	Stormwater Detention	53103100-57320	\$0.00	\$0.00	\$0.00
7	Fee in lieu of Park Land	24104100-57320	\$0.00	\$0.00	\$0.00
TOTAL TAP-ON FEES DUE:					\$99,278.72

C: Guarantee Substandard Street Improvement:

This subdivision is adjacent to Airport Road, a street improved with public funds. A tap-on fee for Airport Road is being paid per the Annexation Agreement. There are no other Substandard Street Improvement guarantees required.

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Chris Tomerlin
Neil Finlen, Farnsworth Group
file



CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of 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 at Davis Lodge at Lake Bloomington on July 14, 2018, the request from Joel Eagles and Rachel Gladden to allow moderate consumption of alcohol, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on July 14, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Liquor Commissioner, Tari Renner, convened a hearing before the Liquor Commission on June 12, 2018, to consider the request of Joel Eagles and Rachel Gladden to allow moderate consumption of alcohol at a wedding reception to be held at the Davis Lodge on July 14, 2018.

Present were: Commissioners Tari Renner, Lindsay Powell, and Jack Bataoel.

Rachel Gladden, prospective bride, appeared before Commission and stated the wedding reception will be held on July 14, 2018, at the Davis Lodge. Beer and wine only will be served by Budget Liquors, the caterer for the event. Approximately 80 guests are anticipated to attend from 5:00 PM until 11:00 PM.

Motion by Commissioner Bataoel, seconded by Commissioner Powell to recommend at the June 25, 2018, City Council Meeting, approval of the request from Joel Eagles and Rachel Gladden to allow moderate consumption of alcohol at their July 8, 2018 wedding reception to be held at Davis Lodge.

Commissioner Renner directed the Clerk to call the roll:

Ayes: Commissioners Bataoel, Renner, and Powell

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the June 12, 2018 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Reviewed by: Robert Yehl, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal review by: George Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Ordinance – Eagles/Gladden Wedding
- Application – Eagles/Gladden Wedding

ORDINANCE NO. 2018 – ____

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 JULY 14, 2018 AT DAVIS LODGE AT LAKE BLOOMINGTON

WHEREAS, Joel Eagles and Rachel Gladden desire to allow moderate consumption of alcohol at their July 14, 2018 wedding reception to be held at Davis Lodge at Lake Bloomington from 5:00 PM to 11:00 PM; and

WHEREAS, Joel Eagles and Rachel Gladden have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended:

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge at Lake Bloomington, for the wedding reception on July 14, 2018 from 5:00 PM to 11:00 PM.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of June 2018.

APPROVED this ____ day of June 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CITY OF *Bloomington* ILLINOIS

REQUEST FOR BEER/WINE AT A CITY OWNED PROPERTY

My event will be held at (Please Check One) Miller Park Pavilion Davis Lodge

APPLICANT INFORMATION

Name(s) of applicants (Specify how they are related to the event):

Joel Eagles, Groom

Rachel Gladden, Bride

Applicant Contact Information:

Phone Number: [redacted] Email Address: [redacted]

Address: [redacted]

City: Bloomington State: IL Zip Code: [redacted]

CATERER INFORMATION

Name of Caterer: Budget Liquors Contact Number: (309) 454-2337

Address: 200 S Linden St

City: Normal State: IL Zip Code: 61761

EVENT INFORMATION

Type of Event: Wedding

Date/Time of Event: July 14, 2018 - 5:00 PM

Number of Attendees: 80

Have you secured a date with the venue checked above? YES NO

If yes, please provide a copy of the contract and receipt you were given.

[redacted signature]

May 16, 2018

Applicant Signature

Date

Please email the completed form to cityclerk@cityblm.org, fax to 309-434-2628, or mail to: City Clerk, 109 E Olive St, Bloomington, IL 61701

~~OFFICE USE ONLY~~

Liquor Commission Date: June 12, 2018, 4 PM

➤ Date Approved for Council: June 25, 2018, 7 PM

City Council Meeting Date: June 25, 2018, 7 PM

➤ Date Council Approved: _____

➤ Ordinance Number: _____

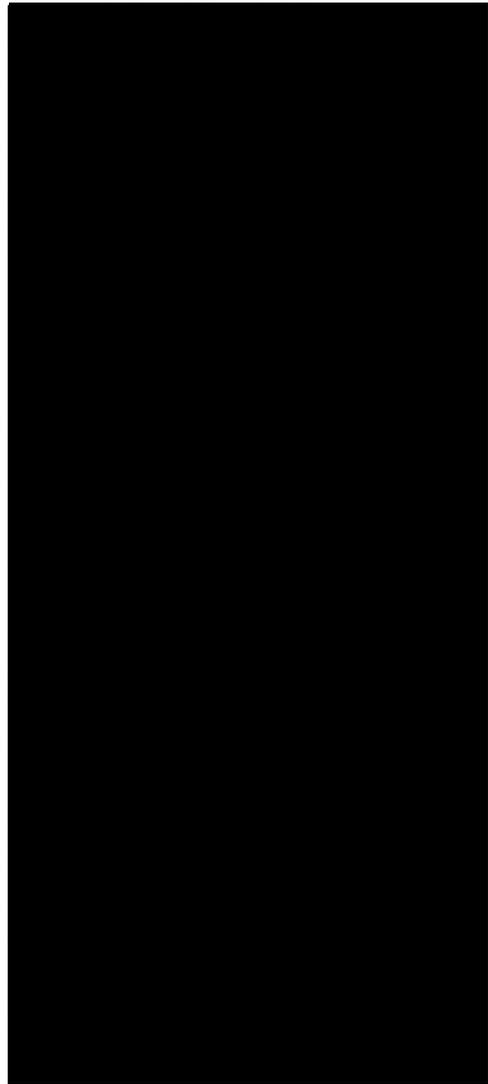
Confirmed Reservation and Deposit with Event Location: YES NO

Caterer has a Current City of Bloomington License: YES NO

Water/Parks Departments have been notified: YES NO

Date Received: _____ **Staff Initials:** _____

Rental Fee
Payment for
Davis Lodge
Wedding on
7/14/18





Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

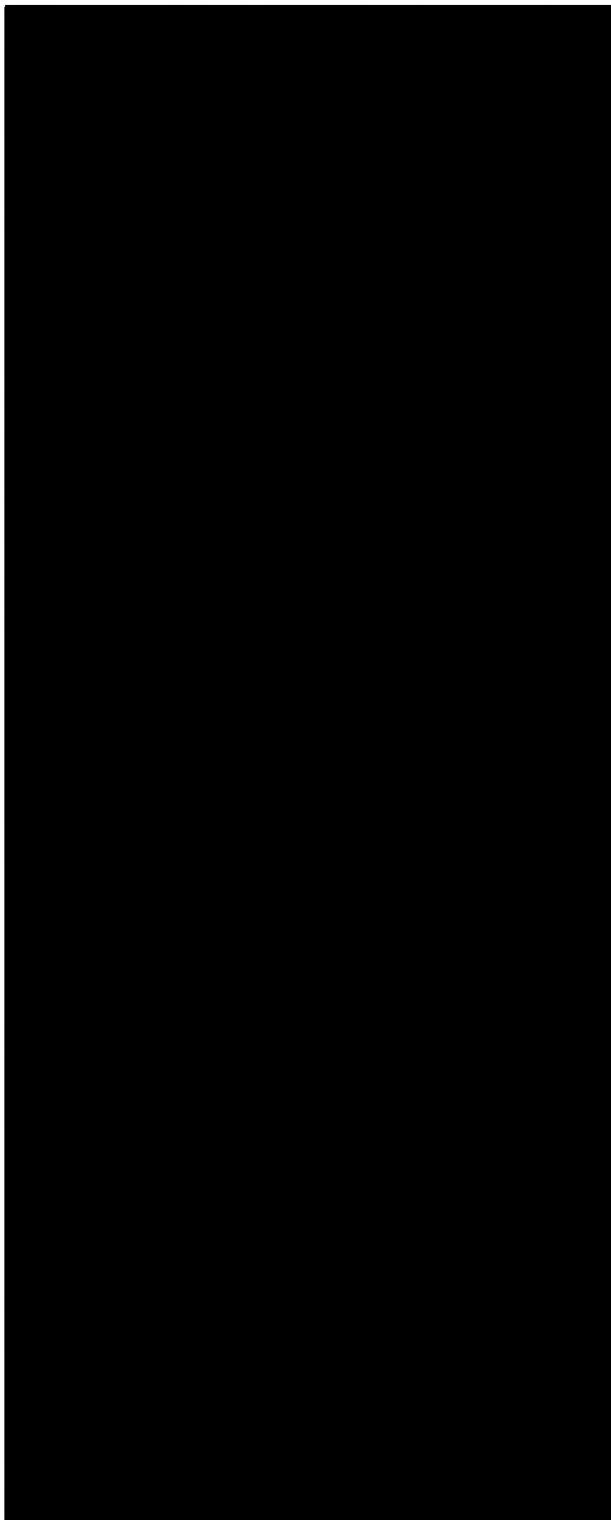
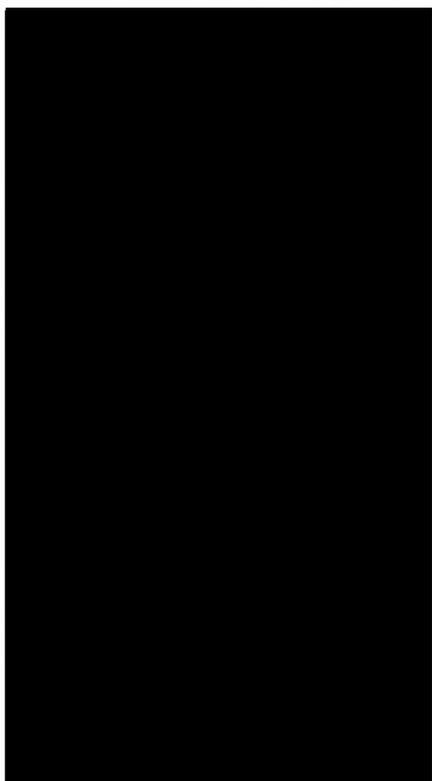
Davis Lodge Receipt for Payment

Name and/or Organization

Reserving Lodge: Rachel Gladden

Event Date: 7/14/18

Event Type: Wedding



Have a nice, safe time. Than

PLEASE TO COMPLY WITH THESE AND OTHER CITY OF BLOOMINGTON POLICIES AND PROCEDURES, ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

RULES FOR RENTING DAVIS LODGE

- 1) No early set ups ahead unless that day in rented and paid for.
- 2) **NO ALCOHOLIC BEVERAGES** unless approved by the Bloomington Liquor Commission and City Council.
Contact City Clerk office @ (309) 434-2240
- 3) Outdoor fires allowed only in fire pit and on non-windy days.
- 4) No swimming or wading is allowed in Lake Bloomington.
- 5) No smoking allowed inside Davis Lodge.
- 6) Quiet Hour: 10:00 pm and beyond.
- 7) Check in time: 8:00 am. Check out time: 12:00 Midnight. **MUST BE OUT BY MIDNIGHT**
- 8) No pets allowed in Davis Lodge.
- 9) No glitter/confetti or nails, thumb tacks, tape, staples or other holes in the walls, fans, woodwork or furniture.
Hooks have been installed along the doors, windows and at various locations on the walls for your convenience in decorating the Davis Lodge.

YOU ARE RESPONSIBLE FOR CLEANING UP

BEFORE LEAVING, THE FOLLOWING SHOULD BE DONE:

- 1) Wipe off tables and chairs.
- 2) Leave tables and chairs set up.
- 3) Floors must be swept.
- 4) Any spills must be wiped up.
- 5) Garbage should be removed to dumpster (North of Building).
- 6) Brooms & Mops available. Extra Garbage Liners in bottom of cans.
- 7) All traces of signs and decorations must be removed.
- 8) All doors and windows must be closed.
- 9) Any extra equipment (tables, chairs, tents, arches, etc.) must be removed the same day as rental. The City of Bloomington is not responsible for items left past check out time of rental.

Maintenance or Cleaning Questions or Related Problems

Work Hours (Monday through Friday 7:00 am – 3:00 pm)

Phone: (309) 434-2163

After Hours

Phone: (309) 434-2151 – Water Treatment Plant at Lake Bloomington

(309) 820-8888 (Non-emergency police dispatch)

Police Emergencies: County 911

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature required: _____

Date: 2-28-2018

Have a nice, safe time. Thank you for your Cooperation

**FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW**



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

OTHER STRUCTURE AGREEMENT FOR DAVIS LODGE

- 1) Tents and other structures are only allowed in the two designated locations. These locations are on the porch that faces Lake Bloomington and next to the fire pit on the Northeast lot.
- 2) No vehicles will be allowed anywhere off of the paved surface.
- 3) Tents and other structures must be removed by 12:00 am MIDNIGHT of the day of the rental. Any tents or other structures remaining will not be saved and the City of Bloomington and the City of Bloomington Water Department will not be responsible.
- 4) An additional security deposit of \$250.00 is required for rentals that utilize tents or other structures not provided by the City of Bloomington.
- 5) If tents and other structures are not removed the day of the rental, the \$250.00 security deposit will be forfeited.
- 6) These rules and regulations shall not supersede any other rule or regulation for the Davis Lodge.
- 7) Please view the attached photograph of Davis Lodge to understand where tents and structures are allowed to be erected.

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature: _____

Date: 2-28-2010

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



*Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833*

RELEASE AND HOLD HARMLESS AGREEMENT

March 15, 2017

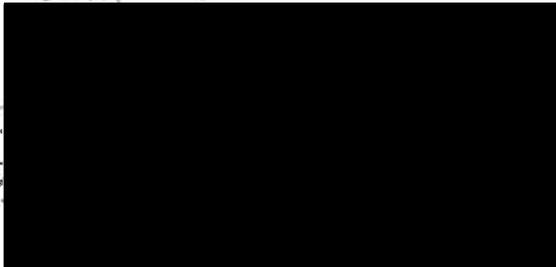
The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of the undersigned of Davis Lodge on the dates for which permission has been granted by the City.

DATED this 26th day of Feb.

RENTAL DATE (S): July 14, 2018

Signature Required:

Mailing Address:



Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property on Saturday, July 14, 2018 from 9:00 a.m. to 5:00 p.m. in specified areas of downtown Bloomington associated with the Bloomington Cycle Race Team for the Annual Criterium Bike Race, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Saturday, July 14, 2018 from 9:00 a.m. to 5:00 p.m. in specified areas of downtown Bloomington associated with the Bloomington Cycle Race Team for the Annual Criterium Bike Race be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Commissioner Tari Renner convened a public hearing on June 12, 2018, regarding the request of Bloomington Cycle Race Team to suspend portions of the Bloomington Liquor Code for an area of downtown Bloomington for the Annual Criterium Bike Race event.

Present were: Liquor Commissioners: Tari Renner, Jack Bataoel and Lindsey Powell; Staff Present: Cherry Lawson, City Clerk, Attorney Greg Moredock, Sorling Northup, and Greg Scott, Assistant Police Chief.

Catherine Dunlap, Outreach and Events Coordinator, Downtown Development Division and member of the Criterium Bike Race Planning Committee, appeared before the Commission stating that the event is starting an hour earlier than last year, to accommodate a wedding reception that is occurring at Reality on Monroe. The event will end an hour earlier than it did last year.

Motion by Commissioner Powell seconded by Commissioner Bataoel to approve the item to be placed on the Council Meeting Agenda for June 25, 2018 for Council's consideration.

Commissioner Renner directed the Clerk to call the roll:

Ayes: Commissioners Renner, Powell and Bataoel

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

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

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Ordinance
- Special Event Application
- Special Event Final Permit
- Special Event Map

ORDINANCE NO. 2018 - ____

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL IN PUBLIC FOR SPECIFIED AREAS OF DOWNTOWN BLOOMINGTON ASSOCIATED WITH THE ANNUAL CRITERIUM BIKE RACE

WHEREAS, Bloomington Cycle Race Team will hold their annual Criterium Bike Race in downtown Bloomington on Saturday, July 14, 2018 from 9:00 a.m. to 5:00 p.m.; and

WHEREAS, Bloomington Cycle Race Team requested permission to allow sales and consumption of all types of liquor during the event; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on Saturday, July 14, 2018 from 9:00 a.m. to 5:00 p.m. for the areas in downtown Bloomington specified on the map shown in Exhibit A attached to this ordinance. The following conditions apply to this suspension:

- (a) the suspension shall be effective only as to persons inside the designated area wearing event-related wristbands;
- (b) the suspension shall be effective only as to persons having in their possession alcohol contained in plastic or paper cups.

Section 2: Except for the dates, times, and location and conditions set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

Section 3: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th of June 2018.

APPROVED this ____ day of June 2018.

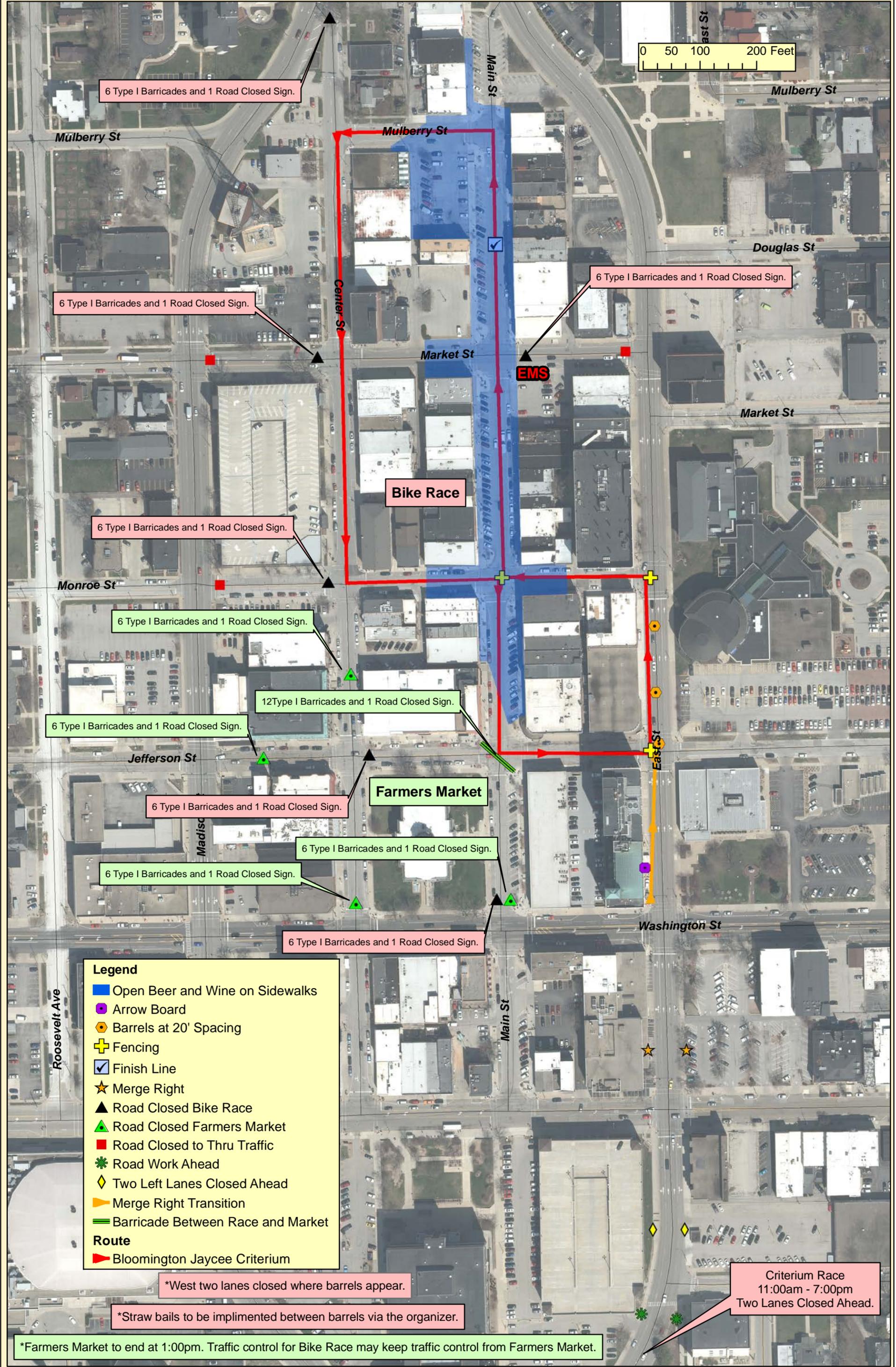
CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry Lawson, City Clerk

Bloomington Jaycee Criterium Bike Race



Legend

- Open Beer and Wine on Sidewalks
- Arrow Board
- ◆ Barrels at 20' Spacing
- + Fencing
- ☑ Finish Line
- ★ Merge Right
- ▲ Road Closed Bike Race
- ▲ Road Closed Farmers Market
- Road Closed to Thru Traffic
- ✱ Road Work Ahead
- ◇ Two Left Lanes Closed Ahead
- Merge Right Transition
- Barricade Between Race and Market

Route

- Bloomington Jaycee Criterium

*West two lanes closed where barrels appear.

*Straw bails to be implimented between barrels via the organizer.

*Farmers Market to end at 1:00pm. Traffic control for Bike Race may keep traffic control from Farmers Market.

Criterion Race
 11:00am - 7:00pm
 Two Lanes Closed Ahead.

SPECIAL EVENT PERMIT
BLOOMINGTON CRITERIUM
DATE: SATURDAY, July 14, 2018
TIME: 9:00 A.M. - 5:00 P.M.

Date Prepared: May 15, 2018

Distribution: Kevin Kothe – Public Works Bob Moews - Parks & Recreation
Tricia Stiller – Community Development Bob Coombs - PACE
Asst. Chief Greg Scott – Police Jim Karch - Public Works
Asst. Chief Ken Bays – Police Colleen Winterland - Public Works
Martin Glaze – Connect Transit Bill Givens – Traffic Engineer
Deputy Chief Eric West – Fire George Kutz – Public Works
Scott Fortney – Public Works Steve Rasmussen – Interim City Manager
Jeff Raines – Public Works Brett Lueschen – Water Department
Troy Olson – Public Works Catherine Dunlap, Comm. Development
Linda Foutch – McLean Co Health Dept. Philip Allyn – Public Works
Russ Waller – Facilities

SPONSORING ORGANIZATION(S): Bloomington Cycle Race Team

CONTACT PERSON: Beth Billings

PHONE: [REDACTED]

EMAIL: [REDACTED]

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

NATURE OF EVENT: A one (1) day bicycle race on a circuit road course with open containers of beer and wine allowed within the blue shaded area on the map.

EVENT LOCATION/PARADE ROUTE: Downtown Bloomington (See map for specifics).

TRAFFIC CONTROL ARRANGEMENTS: “No Parking” signs will be installed on by 4 p.m. Thursday, July 12 on the streets to be closed.

PUBLIC WORKS WILL PROVIDE: Public Works will walk the course to identify potholes or rough patches and then fix those by July 13. Close the streets at 6:00 am on Saturday, July 14, and pick up the equipment at 6:00 pm. Install “No Parking on July 14, 2018 from 4:00 am until 5 pm.” on Thursday, July 12 by 4 pm. Sweep streets July 14 at 4:00 am.

POLICE DEPARTMENT: Begin towing vehicles parked in the area location on Saturday, July 14 at 4 am. Towing will be done by Joe’s Towing and any towed vehicle will be at their lot. Provide 2x two-officer teams.

FIRE DEPARTMENT: Provide an EMS team located in front of the Frontier Communications Parking Lot on Market St.

SPECIAL EVENT PERMIT BLOOMINGTON CRITERIUM

ORGANIZER RESPONSIBILITIES:

1. Notify businesses and residents in the race area of the event. Copy of notification will be provided to the Downtown Development Office at email cdunlap@cityblm.org.
2. Set up race course using fencing and hay bales.
3. Schedule enough volunteers throughout the day for course correction and/or crowd control. Arrange pick up of paddles from the Public Works department by calling 309-434-2384.
4. Obtain appropriate tent permit if you set up a tent larger than 10 x 10 (if needed) from Bob Coombs of the PACE department.
5. Set up and removal of porta potties.
6. Take down fencing, hay bales and pick up trash along bike course by 5:30 p.m., July 14.
7. Arrange delivery and removal of recycling bins from the Ecology Action Center Placement should be near receptacles along the bike course. Removal by 5:30 p.m., July 14.
8. Obtain permission from business owners should use of their property be required. Provide copies of same Downtown Development office.
9. At no time can the sidewalks be blocked.
10. No pets or coolers allowed in the area.
11. Ensure that no open containers of beer or wine leave the permitted area, use rope to create a barrier where needed to show the boundary.
12. Ensure that anyone with an open container has a wrist band.
13. Reach out to the Owner of the Private Parking Lot located at Jefferson and N. Rt 51 informing them of the race.

CANCELLATION POLICY: If you need to cancel your event, please call the Bloomington Police non-emergency number at 309-820-8888 at least 2 hours prior to your event. They will notify the appropriate department staff. The more advance notice you can provide helps the staff considerably.

Illinois Vehicle Code.

5/11–311. Interference with official traffic-control devices or railroad signs or signals

§ 11–311. Interference with official traffic-control devices or railroad signs or signals. No person shall without lawful authority attempt to or in fact alter, deface, injure, knock down, or remove any official traffic-control device, or any railroad sign or signal or any inscription, shield, or insignia thereon, or any other part thereof.

Every person who is convicted of a violation of this Section shall be guilty of a Class A misdemeanor, punishable by a fine of at least \$250 in addition to any other penalties which may be imposed.

P.A. 76–1586, § 11–311, eff. July 1, 1970. Amended by P.A. 80–911, § 1, eff. Oct. 1, 1977; P.A. 83–672, § 1, eff. Jan. 1, 1984. Formerly Ill.Rev.Stat.1991, Ch. 95 1/2, ¶ 11–311.

**SPECIAL EVENT PERMIT
BLOOMINGTON CRITERIUM**

* Media set up is not allowed on sidewalks or streets along the course.

FOR OFFICE USE ONLY

Notes: _____



CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property on Saturday, July 7, 2018 from 10:00 a.m. to 10:00 p.m. in specified areas of downtown Bloomington associated with the Bloomington Edge Music Festival and Block Party, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Saturday, July 7, 2018 from 10:00 a.m. to 10:00 p.m. in specified areas of downtown Bloomington associated with the Bloomington Edge Music Festival and Block Party be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Commissioner Tari Renner convened a public hearing on June 12, 2018, regarding the request of the Bloomington Edge to suspend portions of the Bloomington Liquor Code for an area of downtown Bloomington for the Bloomington Edge Music Festival and Block Party events. Present were: Liquor Commissioners: Tari Renner, Jack Bataoel and Lindsay Powell; Staff Present: Cherry Lawson, City Clerk, Attorney Greg Moredock, Sorling Northup, and Greg Scott, Assistant Police Chief.

Charles Welde, General Manager, Bloomington Edge, appeared before the Commission stating the event is their season opener. On July the 7th, the game start at 5:00 pm, that they planned events in an effort to increase attendance before and during the games in the downtown. They have submitted a request to have Front Street closed between Madison and Lee for a block party.

The block party would include a hamburger cook-off and a singing competition similar to American Idol where people pay to sing. The proceeds benefit the Friends of the Autism Place and the finalists get to sing at our game that evening. They would be working with the Arena to sell alcohol with their secondary license at the block party.

Commissioner Powell asked where the alcohol would be served. Mr. Welde stated it would be on the sidewalk of the Arena on Front Street and that only beer would be sold under a 40x40 tent contained to that area. For the concert, the concert would be in the Butler Lot so they would have snow fence to cordon off the whole concert area, a single point of entry, and then the beer would

be inside that area. They are in conversation with the Art Center seeking volunteers who are trained in Basset to check ID's. However, if that is not possible, its volunteers would go through Basset training in order to check ID's and wristbands. They are hiring three to four private security guards from Pure.

Motion by Commissioner Bataoel seconded by Commissioner Powell to approve the item to be placed on the Council Meeting Agenda for June 25, 2018 for Council's consideration.

Commissioner Renner directed the Clerk to call the roll:

Ayes: Commissioners Renner, Powell and Bataoel.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

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

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Ordinance
- Special Event Application
- Special Event Final Permit
- Special Event Map

ORDINANCE NO. 2018 - ____

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL IN PUBLIC FOR SPECIFIED AREAS OF DOWNTOWN BLOOMINGTON ASSOCIATED WITH THE BLOOMINGTON EDGE FOR THE BLOOMINGTON EDGE MUSIC FESTIVAL AND BLOCK PARTY

WHEREAS, the Bloomington Edge will hold their Bloomington Edge Music Festival and Block Party on Saturday, July 7, 2018 from 10:00 a.m. to 10:00 p.m.; and

WHEREAS, the Bloomington Edge requested permission to allow sales and consumption of all types of liquor during the event; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on Saturday, July 7, 2018 on Front Street from Madison to Lee from 10:00 a.m. to 5:00 p.m. and in the Butler Parking Lot from 10:00 a.m. to 10:00 p.m. The following conditions apply to this suspension:

- (a) the suspension shall be effective only as to persons inside the designated area wearing event-related wristbands;
- (b) the suspension shall be effective only as to persons having in their possession alcohol purchased from a licensed event vendor contained in plastic or paper cups.

Section 2: Except for the dates, times, and location and conditions set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

Section 3: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th of June 2018.

APPROVED this ____ day of June 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry Lawson, City Clerk



Type	
	Barrel
	No Left Turn
	Road Closed
	Road Closed Ahead
	Road Closed to Thru Traffic
	Event Location



Barricade Butler Parking Lot Entrance

Butler Lot Used for Event

Road Closed Ahead
Right Turn Arrow

Front St

Rock Climb
Wall

Beer Garden
Tent #2

Food Vendors

Inflatables and Family
Activities

Vendor Space
Tent #1

Vendor Space

Vendor Space

Burger
Cook-Off
Area

Stage

Google

W Front St

N Roosevelt Ave

N Roosevelt Ave

Gene Carson
Brucker Law

SPECIAL EVENT PERMIT

1. Notify residents, property owners, and businesses about event at least one (1) week prior to event within a three block or 1,000 feet in every direction of the event site.
2. The organizer is in charge of all garbage and recycle collection and disposal. Ensure that the streets are returned to the same condition they were in prior to the event.
3. Provide security/volunteers so that adequate controls are in place for alcohol consumption in the event area.
4. Provide and install fencing around the evening concert and beer garden area.
5. No alcohol shall be allowed to leave the event area. Last call will be given at 9:00 pm. Ensure that anyone who purchases alcohol to be consumed inside the event area wears a wrist band.
6. Obtain a Secondary Liquor License, appear in front of the Liquor Commission and city council.
7. Reserve and pay for the Parks Dept. stage.
8. Insure that all electrical wiring and general set up is completed by 11 am
9. Contact Public Works at 309-275-1820 prior to moving barricades. Keep in mind Staff at this number will not be able to respond instantly. It is the responsibility of the organizer to ensure that nobody removes, changes, or anyway interferes with the setup of barricades, signs, or any other traffic control device set up by City staff. Contact the Police, non-emergency 309-820-8888, to report anyone tampering of such.
10. If you have any tents larger than 10' x 10', please get the required permits from Community Development.
11. **Provide volunteers to help direct attendees along the crosswalks so they can safely cross Front Street for the post game concert.**
12. Insure all food vendors are registered with the McLean County Health Department.
13. After the concert, place the barricades in the Butler lot to the side for Public Works to pick up.
14. Contacts for Saturday, July 7: Police non-emergency, 309-820-8888 and Public Works Colleen Winterland, 309-275-8492

CANCELLATION POLICY: If you need to cancel your event, please call the Bloomington Police non-emergency number at 309-820-8888 at least 2 hours prior to your event. They will notify the appropriate department staff. The more advance notice you can provide helps the staff considerably.

No pets or coolers will be allowed.

Illinois Vehicle Code:

5/11–311. Interference with official traffic-control devices or railroad signs or signals

§ 11–311. Interference with official traffic-control devices or railroad signs or signals. No person shall without lawful authority attempt to or in fact alter, deface, injure, knock down, or remove any official traffic-control device, or any railroad sign or signal or any inscription, shield, or insignia thereon, or any other part thereof.

Every person who is convicted of a violation of this Section shall be guilty of a Class A misdemeanor, punishable by a fine of at least \$250 in addition to any other penalties which may be imposed.

P.A. 76–1586, § 11–311, eff. July 1, 1970. Amended by P.A. 80–911, § 1, eff. Oct. 1, 1977; P.A. 83–672, § 1, eff. Jan. 1, 1984. Formerly Ill.Rev.Stat.1991, ch. 95 1/2, 11–311.

FOR OFFICE USE ONLY

Notes: _____

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: Human Resources Department

SUBJECT: Consideration of a Resolution appointing Timothy A. Gleason as City Manager and approving the City Manager’s Employment Contract, as requested by the Human Resources Department.

RECOMMENDATION/MOTION: The Resolution appointing Timothy A. Gleason as City Manager, effective July 23, 2018, and approving the City Manager’s Employment Contract, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On February 12th, 2018, Council approved the City to move forward with the use of GovHR USA, LLC, a professional executive recruitment firm, to assist with the staffing of the permanent City Manager vacancy.

Mr. Timothy A. Gleason was selected from a pool of 31 applicants as a result of a four-month recruitment process that involved a final round of interviews with Council and City Staff, as well as a public meet and greet.

This resolution would approve a four-year employment contract for Mr. Gleason. Mr. Gleason shall commence employment with the City no later than July 23, 2018 and this agreement shall terminate on July 23, 2022.

First year salary is in the amount of \$185,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2019 Budget for the City Manager position under Administration-Full Time Salaries account (10011110-61100). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Budget Overview & General Fund” on page 115.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Nicole R. Albertson, Human Resources Director

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tari Renner
Mayor

Attachments:

- Gleason Appointment Resolution
- Gleason Contract

RESOLUTION NO. 2018 - _____

A RESOLUTION APPOINTING TIMOTHY A. GLEASON AS CITY MANAGER AND APPROVING THE CITY MANAGER EMPLOYMENT CONTRACT

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality operating under the City Manager form of government; and

WHEREAS, the City Manager is appointed by the City Council; and

WHEREAS, the City Council desires to appoint Timothy A. Gleason as City Manager, effective July 23, 2018, and desires to approve the Employment Contract attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The above recitals are hereby incorporated into this Resolution as if fully set forth in this Section 1.

Section 2. The City Council hereby appoints Timothy A. Gleason as City Manager, effective July 23, 2018, and hereby approves the Employment Contract attached hereto as Exhibit A. The Mayor is authorized to execute the Employment Contract.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the Mayor and City Council of the City of Bloomington, Illinois, this 25th day of June 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

EXHIBIT A
EMPLOYMENT CONTRACT

**CONTRACT BETWEEN
THE CITY OF BLOOMINGTON AND
TIMOTHY A. GLEASON**

THIS AGREEMENT, made and entered into this 25th day of June, 2018, by and between the City of Bloomington, Illinois, a municipal corporation, hereinafter sometimes referred to as “the City”, and TIMOTHY A. GLEASON, hereinafter sometimes referred to as “the Manager”, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City has a Council-Manager form of government pursuant to referendum; and

WHEREAS, the City desires to employ the services of TIMOTHY A. GLEASON as City Manager of the City of Bloomington as provided by the City Code of the City of Bloomington, 1960, as amended; and Article 5 of Chapter 65 of the Illinois Municipal Code, Illinois Compiled Statutes, 2008, as amended; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of employment for the Manager; and

WHEREAS, it is the desire of the Council to (1) retain the services of the Manager and to provide inducement for him to remain in such employment, (2) make possible full work productivity by assuring the Manager’s morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonest for personal gain on the part of the manager, and (4) provide just means for terminating the Manager’s services at such time; and

WHEREAS, the Manager desires employment as City Manager of the City of Bloomington.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

Section 1: Duties

The City hereby agrees to employ said Timothy A. Gleason as City Manager of said City to perform the functions and duties specified in said City of Bloomington City Code, 1960, as amended, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign, and as provided by law.

Section 2: Term

- A. This Agreement shall commence on the date it is signed by the last party to sign the Agreement. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Manager at any time, subject only to the provisions set forth in Section Four of this Agreement. This Agreement shall terminate on July 23, 2022. The City Manager shall commence his duties no later than July 23, 2018.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position with the City, subject only to the provisions set forth in Section Four of this Agreement.
- C. The Manager agrees to remain in the exclusive employ of the City until July 23, 2022, and neither to accept other employment nor to become employed by any other City until said termination date, unless said termination date is affected as hereinafter provided.
- D. The Manager shall not be prohibited from occasional teaching, writing, consulting or self-employment activities not in conflict with the City's interests.

Section 3: Suspension and Termination

The City may suspend or terminate the Manager with full pay and benefits at any time during the term of this Agreement, but only if:

- A. The Manager and a majority of the Council agree, or
- B. After a public hearing, a majority of the Council votes to suspend or terminate the Manager for just cause; provided, however, that the Manager shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Council. Just cause is defined as the commission of any act involving moral turpitude which places the City into disrepute or intentional disobedience to or negligence in following lawful directives of the City Council as expressed in its legislative actions or its annual evaluation of the City Manager.

Section 4: Termination and Severance Pay

- A. The Manager may be terminated by a majority vote of the members of the full governing body at a duly authorized public meeting. Further, if the City acts to amend any provisions of the ordinance pertaining to the role, duties, powers, authority and responsibilities of the Manager's position that substantially changes the nature of the position and/or the form of government, then the Manager may declare that such amendments constitute a termination.

In the event a termination of the Manager occurs before expiration of the aforesaid term of employment and during such time that the Manager is willing and able to perform his duties under this Agreement, then in that event, the City agrees to pay the Manager a lump sum cash payment equal to six (6) months aggregate salary, allowances, and benefits as

severance pay as defined in this Agreement. The Manager shall also be compensated for all accrued and earned vacation leave at the time of termination. The severance pay or lump sum cash payment equal to six (6) months aggregate salary, allowances, and benefits together with compensation for all accrued and earned vacation leave will also be paid by the City in the event a new employment agreement with similar terms and conditions of employment is not entered into within thirty (30) days of the termination date of this Agreement by the new Mayor and City Council. However, in the event the Manager is terminated because of his conviction of any illegal act involving personal gain to him, or any felony or entering into a plea or other agreement for such an offense, then in that event, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

- B. In the event the Manager voluntarily resigns his position, notwithstanding the resignation provisions in paragraph A above, before expiration of the aforesaid term of his employment, then the Manager shall give the City thirty (30) days' notice in advance in Executive Session, unless the parties otherwise agree, and the Manager shall not be entitled to any severance pay, as provided in Paragraph A of this Section.

Section 5: Disability

If the Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, the City shall have the option to terminate this Agreement, subject to the severance pay requirements of Section Four, paragraph A. However, the Manager shall be compensated for any accrued vacation and other applicable benefits.

Section 6: Salary

The City agrees to pay the Manager for services rendered pursuant hereto an annual base salary of One Hundred Eighty-Five Thousand Dollars (\$185,000.00) payable in installments at the same time as other employees of the City are paid. In addition, the Council agrees to increase said salary and/or other benefits of the Manager in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of any initial or annual salary review of said Manager made at the time of the performance evaluation specified in Section Seven. Upon the receipt of satisfactory performance evaluation reviews per Section Seven, the Manager shall be granted merit increases to the Manager's base salary at the discretion of the Council. In the event the City adopts a practice of cost of living increases or economic adjustment increases for non-bargaining unit managers and employees of the City, such increases shall be provided to the Manager's base salary in the same manner as such other managers and employees. In addition, the Council may, at their sole discretion, grant bonuses and/or additional benefits or compensation for performance excellence or meritorious service. The Manager is eligible to participate in any deferred compensation programs offered by the City to its employees.

Section 7: Performance Evaluation

- A. The Council shall review and evaluate the performance of the Manager at least once annually. The Council and the Manager shall in accordance with specific performance and similar criteria develop said review and evaluation jointly. Said criteria may be added to or deleted from as the Council may from time to time determine, in consultation and agreement with the Manager. The evaluation process may include, but not be limited to, a standardized 360 evaluation process that would also include input from key City Staff members and community stakeholders, based on consensus built between the Council and the Manager.
- B. On or before July 23rd of each year, the Council and the Manager shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations, as specified, and the annual operating and capital budgets and appropriations provided.

Section 8: Health, Dental, Vision, Disability and Life Insurance

The City agrees to provide the Manager health, dental, vision, disability and life insurance as provided for all other non-bargaining unit managers of the City. However, the Manager is currently grandfathered into a health/dental insurance plan provided by another municipality, the City of Pekin. Accordingly, in lieu of obtaining medical and dental insurance coverage offered by the City, the City agrees to provide the Manager a monthly stipend equivalent to half (50%) of the monthly premium cost of medical and dental insurance obtained via the City of Pekin, Illinois. Stipend amounts provided to the Manager will be further increased so that they are reflective of actual premium amounts owed to the City of Pekin, after payment of applicable tax by Manager on said stipend. Ongoing documentation of City of Pekin health/dental premium amounts shall be provided by the Manager to the City. Manager is responsible for payment to the City of Pekin, and any personal income tax owed as a result of the payment of the stipend. This arrangement will continue, until such time the City determines, in its sole discretion that it is more fiscally prudent for Manager to be covered by the City's medical and dental plans, rather than the City of Pekin's insurance. Otherwise, said arrangement shall continue as may be permitted and allowed by law.

Section 9: Professional Development

The Manager and the City acknowledge the importance of the continued professional development of the Manager. In this regard, the City agrees to pay for the professional dues associated with the Manager's full participation and membership in the International City/County Management Association (ICMA) and the Illinois City/County Management Association (ILCMA). The City further agrees to pay for reasonable registration and travel expenses associated with the Manager's attendance and participation in the annual conferences of the ICMA and the ILCMA. The City also agrees to pay for reasonable travel and registration costs associated with

the Manager's participation in other professional development activities that are deemed appropriate by the City.

Section 10: Indemnification

The City agrees to defend, save harmless, and indemnify the Manager against any liability claim or other legal action arising out of any alleged act or omission occurring in the performance of the Manager's duties as City Manager, provided, however, that such indemnification shall not be extended to any criminal acts or acts involving more turpitude or any judgment representing an award of punitive or exemplary damages in accordance with state statute.

Section 11: Other Terms and Conditions of Employment

- A. All provisions of the City Code, and regulations and rules of the City relating to sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the Manager as they would to other non-bargaining unit managers of the City, in addition to said benefits enumerated specifically for the benefit of the manager except as herein provided.
- B. The Manager shall receive four (4) weeks of paid vacation annually, effective and commencing on the first day of his employment, until he reaches the point in the vacation schedule for non-bargaining unit managers of the City where he would be eligible for more than four (4) weeks of vacation, in which case he shall accrue at the same rate as other non-bargaining unit managers of the City.
- C. Relocation Timing. The parties recognize that the Manager will be required to move from his current residence to the City of Bloomington. The Manager shall establish permanent residency within the City within six (6) months from the effective date of this Agreement, with the City extending such time period if extenuating circumstances exist.
- D. Relocation Expenses. The Manager will be provided Seven Thousand Five Hundred Dollars (\$7,500.00) for relocation-related moving expenses. If the Manager resigns within one (1) year from his date of hire, such amounts shall be repaid to the City.
- E. Allowance for use of personal automobile for City business. The Manager shall receive the amount of Five Hundred Fifty Dollars (\$550.00) per month (equal to \$6,600.00 per year) to reimburse him for the use of his personal automobile within fifty (50) miles of the City while on City business. The monthly allowance may be raised annually during, and in the same process, as the Manager's salary increase review. The City also agrees to reimburse the Manager for mileage for out-of-town travel associated with City business, at a rate commensurate with the rates provided to other employees of the City.
- F. General Expenses. The City recognizes that certain expenses incurred by the Manager are of a non-personal and generally job-affiliated nature. Within governing policies and

practices of the City, the City hereby agrees to reimburse or to pay said general expenses, and the Finance Department is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. Within governing policies and practices of the City, the Manager shall be issued a City corporate credit card for use in paying for general and other appropriate expenses and the Manager agrees to abide by any rules, regulations, policies and procedures in effect at the time of issuance, or thereafter amended by the City regarding the use of any corporate credit cards or credit accounts.

Section 12: No Reduction of Benefits

The City shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the manager, except to the degree of such a reduction across-the-board for all non-bargaining unit managers of the City.

Section 13: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Manager.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Date: _____

Tari Renner, Mayor
City of Bloomington

Attest:

Cherry Lawson, City Clerk

(seal)

Date: _____

Timothy A. Gleason



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENTS: City Council / Administration / Legal Department

SUBJECT: Consideration of an Ordinance Amending the City Code to Clarify Provisions on Agenda Management, as requested by the Legal Department.

RECOMMENDATION/MOTION: The Ordinance Amending the City Code regarding how Council Meeting Agendas are set and determined be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On October 23, 2017, the City Council began a discussion regarding agenda management and whether updates to the City's agenda making process are necessary. Since that time City staff has been working on various concepts designed to improve the City's agenda management and create an orderly process to handle Council requests and to adequately preview upcoming agenda items.

At the special meeting on June 18, 2018, a proposal was presented that addresses and clarifies how the agenda is set. At the meeting, the Council indicated it desired for this proposal to come back for further consideration and action at this meeting.

The proposed ordinance provides a portion of each Committee of the Whole will be used to have the City Manager preview upcoming "non-routine" agenda items, as well as to get direction on any Council initiatives. The ordinance also establishes a procedure for the City's elected officials to bring forward initiatives for full consideration and discussion by the Council as set forth below.

(i) City Manager Agenda Preview

To help keep the Council up-to-date and involved in upcoming agenda items, the proposed ordinance requires the City Manager to provide a brief report at each Committee of the Whole on upcoming "non-routine" agenda items, such as: (1) the expenditure of money over \$250,000; (2) development agreements; (3) amending the City Code; and/or (4) the implementation or modification of policies.

The City Manager's report will be designed as a tool to alert Council members to upcoming items, as well as to provide a roadmap for when various issues and agenda matters may come before the Council. During this report, the Council can provide feedback and give further guidance to the City Manager on how to potentially shape future agendas. It should be noted the failure to include items on the report will not preclude the items consideration at a future meeting. Rather, this report is intended to be a high-level overview of upcoming agenda items based on the information available to staff at the time.

(ii) *Agenda Initiatives*

The second portion of the staff proposal is to create a tool that individual aldermen or the Mayor can utilize to bring forward their own personal proposals, known as "Agenda Initiatives." This would eliminate the "Aldermanic Request" process the City currently utilizes and instead would provide that any individual alderman or the Mayor, could get an "Initiative" on the Committee of the Whole agenda by filling out a simple form (see attached sample form). Little to no City staff time would go into the Agenda Initiative until after it is discussed at the Committee of the Whole and there is a majority of Aldermen that vote to move it forward.

Agenda Initiatives include, for example: (1) the expenditure of money not within the City budget; (2) modifications to the City Code; (3) formation/modification of City policies; (4) the introduction of an ordinance or resolution; (5) the formation/modification of committees; and/or (6) the appropriation of City staff time from an existing operational activity or need. At each Committee of the Whole, a portion of the meeting will be dedicated the consideration of any Council Initiatives that have been filed.

Based on discussion at the last meeting, a provision was added to the ordinance providing that the same agenda initiative cannot be brought forward more than once in a six-month period unless two-thirds of the City Council votes to place the initiative back on the table for consideration.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen
Interim City Manager

Attachments:

- Ordinance Amending the City Code Regarding How Council Meeting Agendas are Set and Determined
- Agenda Initiative Form

ORDINANCE NO. 2018 - ____

AN ORDINANCE AMENDING THE CITY CODE REGARDING HOW COUNCIL MEETING AGENDAS ARE SET AND DETERMINED

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/3.1040-15, provides the city council shall “determine its own rules of proceeding”; and

WHEREAS, the City Council previously adopted procedures regarding the creation of agendas and has decided it is necessary to update those procedures and implement a new agenda management process as set forth within this Ordinance.

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

Section 1. The above recitals are incorporated into this Section 1 as if fully stated herein.

Section 2. That Chapter 2, Sections 15 and 18.2 shall be amended as follows:

Section 15: Meetings – Regular and Adjourned.

Beginning January 2012, regular meetings of the City Council of the City of Bloomington shall be held on the second and fourth Monday of each month at the hour of 7:00 p.m. in the Council Chambers of the City Hall in the City of Bloomington, Illinois, or at such other place in said City as the Council shall designate; provided, however, that should any such regular meeting fall upon any holiday recognized by and under the laws of the United States or the State of Illinois, then said regular meeting so falling on said holiday shall be held on the day following such regular meeting date at the same hour and at the place aforesaid.

An adjourned meeting may be held for the purpose of completing the unfinished business of a regular meeting at such time as may be determined by the Council.

On the third Monday of each month at 5:30 p.m., the City Council shall meet as a Committee of the Whole. The agenda for such meeting shall be prepared by the City Manager in consultation with the Mayor. A portion of the meeting shall be dedicated to previewing upcoming non-routine agenda items, including a standing item for the consideration of Agenda Initiatives as set forth in Section 18.2(a)(ii). A time for public comment shall be conducted in the manner set forth in Section 85 of this Chapter. No final action, beyond action on setting future agenda items and/or Agenda Initiatives, may be taken at a meeting of a Committee of the

Whole unless it has been called as a Special Meeting as required by Section 16 of this Chapter. To the extent appropriate, the Rules set forth in Section 18 of this Chapter shall govern the proceedings of meetings of a Committee of the Whole. For purposes of this section, a non-routine agenda item shall include: (1) the expenditure of money over \$250,000; (2) development agreements; (3) amending the City Code; and/or (4) the implementation or modification of policies. The failure to preview a non-routine agenda item at a Committee of the Whole shall not prohibit its consideration and/or action at a future meeting.

Section 18.2: Agenda Items and Voting.

(a) Agenda Items. In accordance with this section, ~~Items~~ items can be placed on a meeting agenda by: (i) the Mayor; (ii) the intended Chairperson of the meeting, in the absence of the Mayor; (iii) the City Manager or designee thereof; or (iv) by the Agenda Initiative process a majority of the City Council before the formulation of the agenda. For each regular agenda item, the City Manager (or his designee) in consultation with the Mayor (or the Chairperson of the meeting, in the absence of the Mayor), shall designate a time for the presentation of the agenda item and a time for the Council discussion. Once the time allotted for on the agenda item has expired, the item shall either be tabled to a date certain or called upon for a vote unless the Council, by a majority vote, votes to extend, for a specified amount of time, the time for discussion and consideration of the time at the meeting.

(i) Regular Meeting agendas. For each regular meeting of the City Council, the City Manager shall be responsible for placing items on the agenda he or she believes to be in the best interests of the City. Initiatives of the City Council may also be placed on the agenda after following the process set forth in Section 18.2(ii) below. While the Mayor reserves the right to direct the placement of items on a regular meeting agenda, the Mayor shall utilize the agenda initiative process outlined in Section 18.2(a)(ii) in relation to any non-routine City matters or proposals.

(ii) Agenda Initiatives. A agenda initiative is a proposal of the Mayor or an alderman that involves, for example: (1) the expenditure of money not within the City budget; (2) modifications to the City Code; (3) formation/modification of City policies; (4) the introduction of an ordinance or resolution; (5) the formation/modification of committees; and/or (6) appropriating City staff time from an existing operational activity or need. All agenda initiatives shall be on a form completed by either the Mayor or individual alderman supporting the initiative. The form shall be derived by the City Manager and must specify the nature of the request, the estimated cost and/or staff time (if known), and what, if any, existing projects or programs are proposed to be reduced in lieu of the new project. A portion of each Committee of the Whole shall be dedicated to the agenda initiatives of the aldermen and/or Mayor, if any. The Agenda Initiative Form, once completed and timely submitted, will be included in the meeting

packet. At the Committee of the Whole, a majority of the aldermen present can vote to: (1) have the initiative placed on a future City Council agenda for further consideration or action; (2) have staff evaluate and prepare an analysis on the proposed initiative and bring it back for further Council discussion; or (3) deny the initiative being placed on a future agenda and/or having City staff evaluate and analyze the proposed initiative. The same agenda initiative cannot be brought forward more than once in a six-month period unless two-thirds of the City Council votes to place the agenda initiative back on the table for consideration.

(b) Voting.

(1) No vote may be taken on a matter that has not been included on the agenda that was provided prior to the meeting in accordance with the Open Meetings Act. However, the proposed motion, for a matter that has been properly included on the agenda, may be modified and voted upon to the extent that it only extends into subject matter that would be reasonably related to the announced agenda item.

(2) No vote on an agenda item shall be taken without a quorum of a majority of Council members present.

(3) Subject to limitations in these rules, the Chairperson may call for a voice vote or a roll call vote. The City Clerk, or designee thereof, shall conduct each roll call vote in a specific order that will rotate from meeting to meeting.

(4) No Council member may vote by agency, proxy, or if not in attendance, except that Council members may participate, be in attendance, and vote by electronic means as authorized by law.

(5) The Chairperson may vote as allowed under Illinois statutes.

Section 3. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This Ordinance shall be in full force and effect immediately after its passage and approval.

ADOPTED this 25th day of June 2018.

APPROVED this ____ day of June 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk



**MAYOR & ALDERMANIC
AGENDA INITIATIVE PROPOSAL FORM**

SPONSOR: _____

PROPOSED INITIATIVE:

ESTIMATED CITY STAFF TIME TO RESEARCH & PREPARE FULL COUNCIL MEMO ON PROPOSED INITIATIVE INCLUDING BACKGROUND AND ANY NECESSARY RESEARCH:

- Nominal (less than 5 hours)
- Moderate (5 to 10 hours)
- Significant (more than 10 hours)

ESTIMATED COST OF PROPOSED INITIATIVE: _____

WILL THE PROPOSED INITIATIVE REQUIRE A BUDGET AMENDMENT:

- Yes
- No

WHAT CITY PROGRAMS OR STAFF ACTIVITIES ARE PROPOSED TO BE CUT OR REDUCED IN LIEU OF THE PROPOSED INITIATIVE, IF ANY:

DATE SUBMITTED: _____

SIGNATURE



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: Community Development

SUBJECT: Presentation and action on a Resolution outlining the City's Guidelines for the utilization of Tax Increment Financing, as recommend by the City's Community Development Department - Office of Economic Development.

RECOMMENDATION/MOTION: The Resolution outlining the City's Guidelines for the utilization of Tax Increment Financing be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective B – Attraction of new targeted businesses that are the “right” fit for Bloomington; Objective E – Strong working relationship among the City businesses, economic development organizations.

BACKGROUND: At the May 29, 2018 City Council meeting, City staff presented a draft resolution outlining the City's Guidelines for the Utilization of Tax Increment Financing. This matter was again brought forward on June 18, 2018, at which time the City Council discussed potential ways to bridge the gap in the language proposed by City staff and District 87 (see below). Since that meeting, City staff and officials from District 87 have developed compromise language and both are now recommending approval of the resolution.

The difference in the language involved Section 3(d)(viii) of the proposed TIF policy resolution outlined on June 18, 2018, was as follows:

[Blue text recommended by City staff]

- (viii) **limit the term of redevelopment agreements and otherwise ensure that the amount of any incentive to a private developer be limited to the minimal amount necessary to fund the short-fall of the redevelopment project as demonstrated by the developer in order to proceed with the redevelopment project.**

[Red text proposed by District 87]

- (viii) **structure all redevelopment plans and/or project areas that implement the TIF Act to provide that the Taxing Districts benefit along with the private developers by limiting the**

redevelopment plan’s duration or limiting the Taxing Districts’ contribution to the redevelopment plan or otherwise compensating or reimbursing the Taxing Districts for the property tax revenue that the Taxing Districts have contributed to the redevelopment plan.

The new compromise language includes revisions to the original language proposed by District 87 in Section 3(d)(viii) and the addition of a new Section 3(d)(ix). The new language is as follows:

- (viii) work to structure redevelopment plans and/or project areas that implement the TIF Act to provide that the Taxing Districts benefit along with the private developers by, for example, limiting the redevelopment plan’s duration, or limiting the Taxing Districts’ contribution to the redevelopment plan, or compensating the Taxing Districts for the increased property tax revenue, or a portion thereof, that otherwise would have been payable to the Taxing Districts; and
- (ix) provide an explanation to the Taxing Districts on the need for the full use of the maximum amount of TIF increment available for the maximum period of years allowed by law, in the event the City Council does not believe it is in the best interest of the City as a whole to so limit a redevelopment plan and/or project area.

The Guidelines for the utilization of Tax Increment Financing are intended to supplement the City’s existing Economic Development Guideline. The general guidelines included within the draft Resolution include: 1) consideration of available alternatives to the use of TIF; 2) improved communication between the City and the Taxing Districts; and 3) appropriate evaluation and implementation of TIF Districts and Development Agreements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The previous draft resolutions were shared with all taxing districts within the City of Bloomington and the compromise language worked out directly with District 87.

FINANCIAL IMPACT: None at this time.

COMMUNITY DEVELOPMENT IMPACT: TIF Districts are a recommended tool in the “Economic Development Incentives Toolkit” detailed on page 97 of the City’s Comprehensive Plan 2035. The proposed TIF Guidelines are generally aligned with the following goals and objectives of the Comprehensive Plan 2035:

Goal ED-4 Enhance the image of Bloomington as a business friendly community.

ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments

ED-4.4 Evaluate commercial land use needs in the context of changing economic trends

ED-4.5 Identify and reduce barriers for local growth and economic development

Goal D-1 Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all.

D-1.1 Strengthen business recruitment and retention activities

D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors

D-1.4 Develop a wide variety of Downtown housing options

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

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator
Bob Mahrt, Community Development Director

Reviewed by: Bob Coombs, Building Official

Financial & budgetary review by: Scott Rathbun, Interim Finance Director

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Resolution

RESOLUTION NO. 2018 – ____

A RESOLUTION AFFIRMING THE CITY OF BLOOMINGTON'S ECONOMIC DEVELOPMENT INCENTIVE GUIDELINE AND OUTLINING THE CITY'S GUIDELINES-FOR THE UTILIZATION OF TAX INCREMENT FINANCING

WHEREAS, the Mayor and City Council (collectively, the “*City Council*”) of the City of Bloomington (hereinafter the “*City*”) frequently engages in economic development activities to promote the growth of the tax base of the City and to protect the health, safety, morals and welfare of the community by eradicating blighting factors and conditions which inhibit the development and redevelopment of real property in the City thereby encouraging private investment to enhance the shared tax base of the City and the other taxing districts which have the power to tax real property within the corporate boundaries of the City (the “*Taxing Districts*”); and

WHEREAS, on October 22, 2012, the City Council adopted Resolution 2012-34 approving an Economic Development Incentive Guideline to guide the City Council in forging public-private partnerships and negotiating development and redevelopment agreements between the City and private developers; and

WHEREAS, the City’s Economic Development Incentive Guideline, in summation, provides that incentives offered to private developers by the City will: (1) be strictly limited to the funds required to enable a project to be economically viable; (2) be formulated with consideration of the project’s ability to provide an amenity, service, or product not otherwise available in the City; (3) take into consideration the number of jobs created or retained in the City; (4) take into consideration the revenues newly generated or maintained by the project payable to both the City and the Taxing Districts; and (5) consider the extent and cost of services required by the project provided by the City and the Taxing Districts; and

WHEREAS, the State of Illinois has enabled the City Council with a variety of tools to promote economic development and private investment within the City including, but not limited to, Enterprise Zone, Sales Tax Rebates, Business Districts, Special Services Areas, Property Tax Abatement, and Tax Increment Financing; and

WHEREAS, when Tax Increment Financing (hereinafter “TIF”) is utilized by the City Council, it is the intent of the City Council to follow the guidelines, as outlined in this Resolution, which have been designed to maximize the benefits of TIF for the City and the Taxing Districts and to ensure communication and coordination between the City and the Taxing Districts; and

WHEREAS, the City Council desires to make a public record of its reaffirmation to adhere to its previously adopted Economic Development Incentive Guideline and to further outline the City Council’s intentions for its future use of the TIF Act, all in support of the City Council’s desire to collaborate with the elected and appointed leaders of the Taxing Districts as hereinafter set forth; and

WHEREAS, the Bloomington School District No. 87, McLean County Unit District No. 5 and Heartland Community College District 540 (hereinafter referred to as the “Public Schools”) each have territory within the City of Bloomington and are each considered herein as part of the Taxing Districts; and

WHEREAS, while all of the Taxing Districts play an important role in providing various services to the community, the City Council specifically recognizes the vital importance of public education and is committed to limiting the financial impact that private development projects have on Public Schools; and

WHEREAS, the Taxing Districts derive a significant amount of its revenue from property taxes and the City Council recognizes the ability to raise revenue is often limited and the ability to realize increased EAV is impacted during the life of a TIF unless certain accommodations are made and considered by the City; and

WHEREAS, state law requires compensation to the Taxing Districts impacted by TIF in certain circumstances.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The foregoing Preambles are hereby incorporated into this Resolution as if fully set forth in this Section 1.

Section 2. The City Council hereby re-affirms the Economic Development Incentive Guideline, set forth in Resolution 2012-34, which shall continue to guide the City Council when considering requests for economic development incentives. This resolution shall supplement said Economic Development Incentive Guideline.

Section 3. The City Council hereby adopts the following guidelines that shall guide the City Council’s future use and implementation of the TIF Act:

(a) The City Manager shall thoroughly consider the available alternatives to TIF and review the benefits of the alternatives to TIF with the private developers and the Taxing Districts;

(b) The City Manager shall file a written report with the City Council listing the alternatives to TIF and detailing the communications held with the private developers and the Taxing Districts regarding the alternatives to TIF and the use thereof.

(c) The City Manager shall provide an opportunity for the appointed leaders of the Taxing Districts to review, prior to adoption by the City Council, the City Council’s purpose and basis for the creation of any new redevelopment project area and/or consideration of a new development or redevelopment agreement that utilizes the TIF Act. The City Manager shall also maintain communication between the City and the Taxing Districts in regards to the City’s

implementation of the redevelopment plans for each of the City's designated redevelopment project areas.

(d) With regard to the use of the TIF Act and/or the creation of any new redevelopment project areas, the City Council pledges to:

- (i) compensate each Taxing District for any demands made upon it as a result of an approved development or redevelopment project as required by the TIF Act;
- (ii) limit the term of the designation of a redevelopment project area to the time required to achieve the completion of the redevelopment plan and payment of the City's obligations to any project; and,
- (iii) take care to ensure that only those parcels of real estate which would not likely be developed or redeveloped without the benefit of the TIF Act are included within the boundary of a redevelopment project area; and
- (iv) ensure that all newly created incremental property tax revenue not needed for the implementation of a redevelopment plan be declared surplus for distribution to the Taxing Districts; and
- (v) review each redevelopment project annually and report to the Taxing Districts in writing as to the availability of surplus funds and the intended use of surplus funds; and
- (vi) maintain a standard practice to only TIF property that has a declining EAV or zero property value assessment; and
- (vii) notify each Taxing District at least 48 hours in advance before the City Council takes final action on any TIF related item to ensure the Taxing District is provided with an opportunity to inform the City Council of its opinion on the action; and
- (viii) work to structure redevelopment plans and/or project areas that implement the TIF Act to provide that the Taxing Districts benefit along with the private developers by, for example, limiting the redevelopment plan's duration, or limiting the Taxing Districts' contribution to the redevelopment plan, or compensating the Taxing Districts for the increased property tax revenue, or a portion thereof, that otherwise would have been payable to the Taxing Districts; and
- (ix) provide an explanation to the Taxing Districts on the need for the full use of the maximum amount of TIF increment available for the maximum period of years allowed by law, in the event the City Council does not believe it is in the best interest of the City as a whole to so limit a redevelopment plan and/or project area.

Section 4. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Section 5. That the City Clerk shall mail a printed copy of this Resolution to the home address of each elected or appointed official member of the governing boards of each of the Taxing Districts.

Passed by the Mayor and City Council of the City of Bloomington, Illinois, this 25th day of June 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: Community Development – Office of Economic Development

SUBJECT: Consideration of three (3) Ordinances and three (3) Alternative Motions to establish the proposed Downtown East Washington Street Redevelopment Project Area (TIF District), as requested by the Community Development Department – Office of Economic Development.

RECOMMENDATION/MOTION:

Staff Recommend Motions:

- (1) The Ordinance Approving the TIF Redevelopment Plan for the Downtown East Washington Street Redevelopment Project Area be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.
- (2) The Ordinance Designating the proposed Downtown East Washington Street Redevelopment Project Area, a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.
- (3) The Ordinance Adopting Tax Increment Allocation Financing for the Downtown East Washington Street Redevelopment Project Area be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

Alternative Motions: *(In order to avoid the requirement for an additional public hearing and comply with the TIF Act, the following motions are proposed)*

- (1) The Ordinance Approving the TIF Redevelopment Plan for the Downtown East Washington Street Redevelopment Project Area be tabled until the City Council Meeting on July 23, 2018.
- (2) The Ordinance Designating the proposed Downtown East Washington Street Redevelopment Project Area, a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act be tabled until the City Council Meeting on July 23, 2018.
- (3) The Ordinance Adopting Tax Increment Allocation Financing for the Downtown East Washington Street Redevelopment Project Area be tabled until the City Council Meeting on July 23, 2018.

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; 6d. Healthy adjacent neighborhoods linked to Downtown; 6e. Preservation of historic buildings.

BACKGROUND: On June 12, 2017, by adoption of Ordinance #2017-48, the City Council directed Tax Increment Finance (TIF) consultant Peckham Guyton Albers & Viets (PGAV) to complete a Feasibility Study and Redevelopment Plan for the proposed Downtown East Washington Street TIF District. PGAV determined that the study area meets the eligibility requirements for a TIF District as a “Blighted Area.” The Feasibility Study and Redevelopment Plan was presented to the City Council on February 12, 2018.

Per the Tax Increment Allocation Redevelopment Act, Illinois Compiled Statutes, Chapter 65, Section 5/11-74.4-1 et.seq. (“the TIF Act”), as amended, the following required procedural steps have been completed:

- Per Ordinance (#2018-08), a meeting of the Joint Review Board (JRB) was convened on March 9, 2018 to consider the Redevelopment Plan. The JRB recommended that the Redevelopment Plan be considered by the City Council and that the City Council should proceed with establishing the proposed TIF District.
- Per Ordinance (#2018-08), a public hearing in front of the City Council, to consider the Redevelopment Plan, was convened and closed on April 9, 2018.
- The required waiting period to approve the TIF District (no less than 14 days and no longer than 90 days after the Public Hearing) has been observed.

At this point, all necessary statutory requirements of the TIF Act have been fulfilled, and staff has placed the necessary ordinances on the City Council agenda to approve the Redevelopment Plan and designate the area for tax increment redevelopment financing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In compliance with the TIF Act, staff has sent the required notifications related to the proposed TIF District to all of the affected taxing bodies, the Illinois Department of Commerce and Economic Opportunity, residents within 750 feet of boundary of the TIF District, and to property owners inside the boundaries of the TIF District. The City also facilitated a meeting of the Joint Review Board on March 9, 2018 and held a Public Hearing on April 9, 2018.

A copy of the Redevelopment Plan was placed on file in the City Clerk's Office on February 1, 2018. Staff also created a webpage on the City's website (www.cityblm.org/TIF) where the Redevelopment Plan and other information related to the proposed Downtown East Washington Street Redevelopment Project Area can be viewed by the public.

FINANCIAL IMPACT: The City's costs related to the establishment of the TIF District are TIF-eligible costs for reimbursement per the TIF Act.

COMMUNITY DEVELOPMENT IMPACT: TIF Districts are a recommended tool in the "Economic Development Incentives Toolkit" detailed on page 97 of the City's Comprehensive Plan 2035. The proposed Downtown East Washington Street TIF District is aligned with the following goals and objectives of the Comprehensive Plan 2035:

Goal ED-4 Enhance the image of Bloomington as a business friendly community.

ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments

ED-4.4 Evaluate commercial land use needs in the context of changing economic trends

ED-4.5 Identify and reduce barriers for local growth and economic development

Goal D-1 Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all.

D-1.1 Strengthen business recruitment and retention activities

D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors

D-1.4 Develop a wide variety of Downtown housing options

Goal D-2 Market and promote the unique brand and image of Downtown Bloomington.

D-2.1 Identify and designate gateways to Downtown [East Washington Street]

Goal D-6 Reinforce the connections between Downtown and adjacent neighborhoods.

D-6.1 Encourage development on sites that will link Downtown with surrounding neighborhoods

D-6.3 Pursue public-private development opportunities with major employers seeking employee housing near offices

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

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Bob Mahrt, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: Kathleen Field Orr, Special Counsel to the City

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen
Interim City Manager

Attachments:

- 1 - Ordinance approving the TIF Redevelopment Plan for the Downtown East Washington Street Redevelopment Project Area.
- 2 - Ordinance designating the proposed Downtown East Washington Street Redevelopment Project Area, a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act.
- 3 - Ordinance adopting Tax Increment Allocation Financing for the Downtown East Washington Street Redevelopment Project Area.

ORDINANCE NO. 2018 - ____

AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, APPROVING THE TAX INCREMENT FINANCING REDEVELOPMENT PLAN DOWNTOWN EAST WASHINGTON STREET REDEVELOPMENT PROJECT AREA

WHEREAS, the Mayor and City Council (collectively, the “*Corporate Authorities*”) of the City of Bloomington, McLean County, Illinois (the “*City*”), have determined that the stable economic and physical development of the City is endangered by the presence of blighting factors as often manifested by progressive and advanced deterioration of structures and site improvements, obsolete platting, excessive vacancies, structures below minimum code standards, inadequate utilities, and by a decline in the equalized assessed value, all of which impair the value of private investments, threaten the sound growth and the tax base of the City and the taxing districts having the power to tax real property in the City (the “*Taxing Districts*”), and threaten the health, safety, morals, and welfare of the public; and,

WHEREAS, the Corporate Authorities have determined that in order to promote and protect the health, safety, morals, and welfare of the public, the blighting factors and conditions in certain parts of the City need to be eradicated and redevelopment of the City be undertaken in order to remove and alleviate adverse conditions, encourage private investment, and restore and enhance the tax base of the City and the Taxing Districts; and,

WHEREAS, the City has authorized an eligibility study to determine whether the proposed Downtown East Washington Street Redevelopment Project Area (the “*Project Area*”) qualifies as a “redevelopment project area” pursuant to the Illinois Tax Increment Allocation Redevelopment Act (the “*TIF Act*”) 65 ILCS 5/11-74.4-1, *et seq.*; and,

WHEREAS, the City has heretofore evaluated various lawfully available programs to provide assistance in order to encourage private investment and has determined that the use of tax increment allocation financing is necessary to achieve the redevelopment goals of the City for the Project Area; and,

WHEREAS, the City has been advised by PGAV Planners, in February of 2018, that the Project Area qualifies as a “blighted area” under Section 11-74.4-3 of the TIF Act; and,

WHEREAS, it is therefore concluded by the Corporate Authorities that the Project Area remains qualified as a “blighted area” under Section 11-74.4-3 of the TIF Act as of the date hereof; and,

WHEREAS, the City has further caused the preparation of and made available for public inspection the Tax Increment Financing Redevelopment Plan Downtown East Washington Street Redevelopment Project Area (the “*Plan*”); and,

WHEREAS, the Plan sets forth in writing the program to be undertaken to accomplish the objectives of the City and includes estimated redevelopment project costs for the Project Area,

evidence indicating that the Project Area on the whole has not been subject to growth and development through investment by private enterprise, an assessment of the financial impact of the Project Area on and the minimal demand, if any, for services from any taxing district affected by the Plan, the sources of funds to pay costs, the nature and term of any obligations to be issued, the most recent equalized assessed valuation of the Project Area, an estimate as to the equalized assessed valuation after redevelopment, the general land uses to apply in the Project Area, and a commitment to fair employment practices and an affirmative action plan, and the Plan accordingly complies in all respects with the requirements of the TIF Act; and,

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the Corporate Authorities by an Ordinance No. 2018-08 adopted on February 13, 2018, called a public hearing (the “*Hearing*”) relative to the Plan and the designation of the Project Area as a redevelopment project area under the TIF Act, and fixed the time and place for such Hearing for the 9th day of April, 2018, at 7:00 p.m., at the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois; and,

WHEREAS, due notice in respect to such Hearing was given pursuant to Sections 11-74.4-5 and 11-74.4-6 of the TIF Act, said notice, together with a copy of the Plan, was sent to the Taxing Districts and to the Illinois Department of Commerce and Economic Opportunity of the State of Illinois by certified mail on February 13, 2018, and was published on March 20, 2018 and March 27, 2018; and,

WHEREAS, the City has established and published an “interested parties registry” for the Project Area in compliance with the requirements of the TIF Act; and,

WHEREAS, the City gave such notice to all persons and organizations who have registered for information with such registry, all in the manner and at the times as provided in the TIF Act; and,

WHEREAS, the City gave due notice of the availability of the Plan to all residents within 750 feet of the boundaries of the Project Area, in compliance with the requirements of the TIF Act; and,

WHEREAS, the City convened a Joint Review Board, as required by and in all respects in compliance with the provisions of the TIF Act; and,

WHEREAS, the Joint Review Board met at the time and as required by the TIF Act, and reviewed the public record, planning documents, and a form of a proposed ordinance approving the Plan; and,

WHEREAS, the Joint Review Board adopted by a majority vote an advisory, non-binding recommendation that the City proceed to implement the Plan and designate the Project Area as a redevelopment project area under the TIF Act; and,

WHEREAS, the Joint Review Board based its decision on the basis of the Project Area satisfying the eligibility criteria defined in Section 11-74.4-3 of the TIF Act, and all as provided in Section 11-74.4-5(b) of the TIF Act; and,

WHEREAS, the City held the Hearing on April 9th, 2018 at the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois at 7:00 p.m.; and,

WHEREAS, at the Hearing, any interested party or affected Taxing District was permitted to file with the City Clerk written objections and was heard orally in respect to any issues embodied in the notice of said Hearing, and the City heard and determined all protests and objections at the Hearing; and

WHEREAS, the Hearing was adjourned on the 9th day of April, 2018; and,

WHEREAS, the Plan sets forth the factors which cause the parcels in the Project Area to be a blighted area and the Corporate Authorities have reviewed the information concerning such factors presented at the Hearing and are generally informed of the conditions in the Project Area which could cause the Project Area to be a “blighted area” as defined in the TIF Act; and,

WHEREAS, the Corporate Authorities have reviewed evidence indicating that the Project Area on the whole has not been subject to growth and development through investment by private enterprise, and have reviewed the conditions pertaining to lack of private investment in the Project Area to determine whether private development would take place in the Project Area as a whole without the adoption of the proposed Plan and assistance as authorized by the TIF Act; and,

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the Project Area to determine whether contiguous parcels of real property and improvements thereon in the Project Area would be substantially benefited by the proposed project improvements; and,

WHEREAS, the Corporate Authorities have made an assessment of any financial impact of the Project Area on or the minimal demand, if any, for services from any Taxing District affected by the Plan and found that the redevelopment projects proposed by the Plan will not cause any significant financial impact or increased demand for facilities or services by any local taxing body; and,

WHEREAS, the Corporate Authorities have reviewed the proposed Plan and the existing comprehensive plan of the City for development as a whole and finds that the proposed Plan conforms to the comprehensive plan of the City.

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

Section 1: Findings. The Corporate Authorities hereby make the following findings:

- (a) The Project Area is legally described in *Exhibit A*, attached hereto and incorporated herein as if set out in full by this reference. The map of the Project Area showing the street location is depicted in *Exhibit B*, attached hereto and incorporated herein as if set out in full by this reference.
- (b) There exist conditions which cause the Project Area to be subject to designation as a redevelopment project area under the TIF Act and for each parcel included therein to be classified as a blighted area, as defined in Section 11-74.4-3 of the TIF Act.
- (c) The Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan.
- (d) The Plan conforms to the comprehensive plan for the development of the City as a whole.
- (e) As set forth in the Plan and in the testimony at the public hearing, the estimated date of completion of the Plan is December 31 of the year in which the payment to the municipal treasurer, as provided in subsection (b) of Section 11-74.4-8 of the TIF Act, is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the ordinance approving the Project Area as a redevelopment project area under the TIF Act was adopted.
- (f) The parcels of real property in the Project Area are contiguous, and only those contiguous parcels of real property and improvements thereon which

will be substantially benefited by the proposed project improvements are included in the Project Area.

Section 2: Exhibits Incorporated by Reference. The Plan entitled, Tax Increment Financing Redevelopment Plan Downtown East Washington Street Redevelopment Project Area, dated February 1, 2018, which was the subject matter of the public hearing held on the 9th day of April, 2018, is hereby adopted and approved. A copy of the Plan, which incorporates the eligibility findings is attached hereto as *Exhibit C* and is incorporated herein by this reference.

Section 3: Invalidity of Any Section. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4: Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

PASSED this 25th day of June 2018.

APPROVED:

Tari Renner, Mayor

AYES: _____

NAYS: _____

ABSENT: _____

ATTEST:

Cherry Lawson, City Clerk

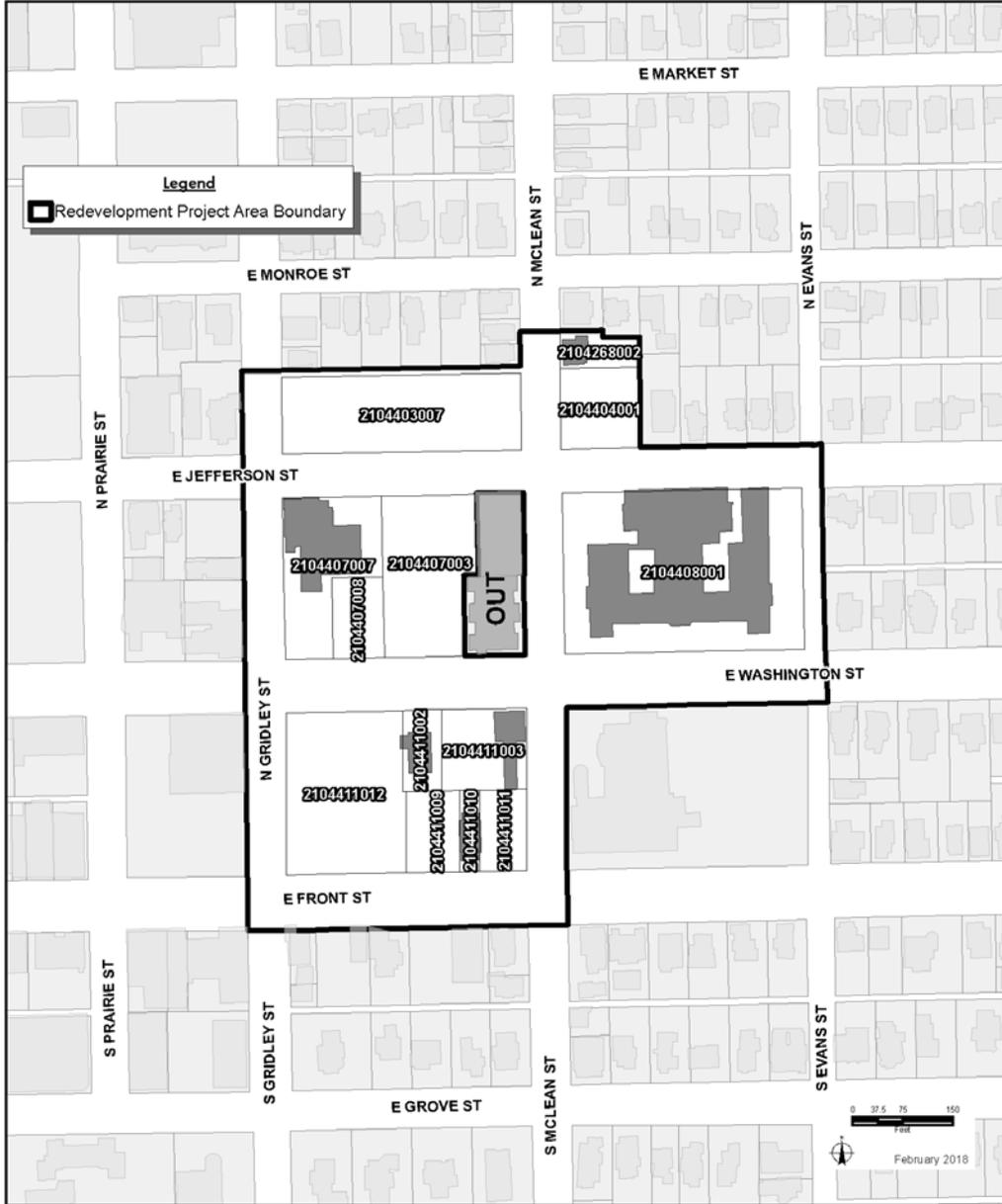
Exhibit A

**Legal Description
Downtown East Washington Street Redevelopment Project Area**

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Exhibit B

**Downtown East Washington Street Redevelopment Project Area
Boundary Map**



Parcel Locator

Downtown East Washington Street Redevelopment Project Area



Exhibit C

**Tax Increment Financing Redevelopment Plan Downtown East Washington Street
Redevelopment Project Area**

**On file in the City Clerk's Office
and available on-line at www.cityblm.org/TIF**

ORDINANCE NO. 2018 - ____

AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, DESIGNATING THE PROPOSED DOWNTOWN EAST WASHINGTON STREET REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

WHEREAS, it is desirable and in the best interests of the citizens of the City of Bloomington, McLean County, Illinois (the “*City*”), for the City to implement tax increment allocation financing pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (the “*TIF Act*”), for a Redevelopment Plan and Project as set forth in the Tax Increment Financing Redevelopment Plan Downtown East Washington Street Redevelopment Project Area (the “*Plan*”) within the municipal boundaries of the City and within a proposed redevelopment project area (the “*Project Area*”), described in *Section 1* of this Ordinance; and

WHEREAS, the Mayor and City Council of the City (collectively, the “*Corporate Authorities*”) have heretofore by ordinance adopted and approved the Plan, which Plan was identified in such ordinance and was the subject, along with the Project Area designation hereinafter made, of a public hearing held on the 9th day of April, 2018, at the City of Bloomington, City Hall, 109 East Olive Street, Bloomington, Illinois, and it is now necessary and desirable to designate the Project Area as a “redevelopment project area” pursuant to the TIF Act.

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

Section 1. Area Designated. The Project Area, as described in *Exhibit A*, attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the TIF Act. The map of the Project

Area showing the street location is depicted in *Exhibit B*, attached hereto and incorporated herein as if set out in full by this reference.

Section 2. Determination of Total Initial Equalized Assessed Valuation; Parcel Identification Numbers Identified. It is hereby expressly found and determined that the year the County Clerk of McLean County (the “*County Clerk*”), shall use for determining the total initial equalized assessed valuation of the Project Area is 2017. It is further hereby expressly found and determined that the list of the parcel tax identification numbers for each parcel of property included in the Project Area, described in *Exhibit C*, attached hereto and incorporated herein, is a true, correct, and complete list of said numbers for said parcels of property.

Section 3. Transmittal to County Clerk. The City Clerk is hereby expressly directed to transmit to the County Clerk a certified copy of this Ordinance, which includes a legal description of the Project Area, a map of the Project Area, identification of the year that the County Clerk shall use for determining the total initial equalized assessed value of the Project Area, and a list of the parcel tax identification numbers for each parcel of property included in the Project Area.

Section 4. Invalidity of Any Section. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5. Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

PASSED this 25th day of June 2018.

APPROVED:

Tari Renner, Mayor

AYES: _____

NAYS: _____

ABSENT: _____

ATTEST:

Cherry Lawson, City Clerk

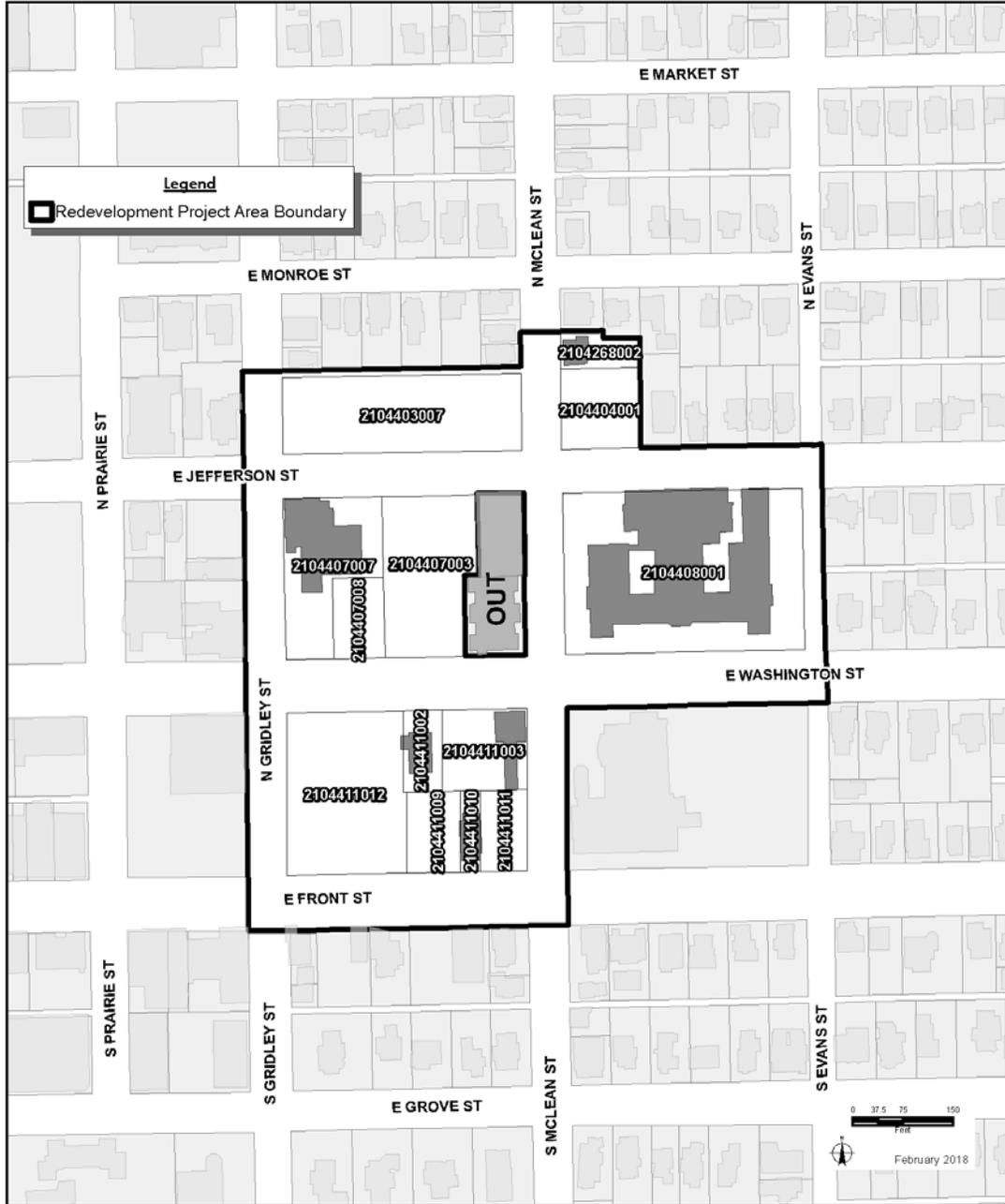
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**Legal Description
Downtown East Washington Street Redevelopment Project Area**

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Exhibit B

**Downtown East Washington Street Redevelopment Project Area
Boundary Map**



Parcel Locator

Downtown East Washington Street Redevelopment Project Area



Exhibit C

Property Identification Number (PIN) List & EAV History
 Downtown East Washington St. Redevelopment Project Area
 City of Bloomington, Illinois

Parcel ID No. (PIN)	Property Owner	Mailing Address	City, State, Zip	2016 EAV
21-04-408-001	ICEBERG DEVELOPMENT GROUP LLC	20 SANDSTONE CT	LE CLAIRE, IA 52753	\$ 132,954
21-04-404-001	ICEBERG DEVELOPMENT GROUP LLC	20 SANDSTONE CT	LE CLAIRE, IA 52753	\$ 4,674
21-04-403-007	STATE FARM MUTUAL	1 STATE FARM PLAZA	BLOOMINGTON, IL 61701	\$ 117,454
21-04-407-007	CITY OF REFUGE, COGIC	PO BOX 866	BLOOMINGTON, IL 61702	\$ -
21-04-407-008	SMITH FAMILY PARTNERSHIP LP	1308 CROSS CREEK RD	MAHOMET, IL 61853	\$ 16,649
21-04-407-003	CITY OF BLOOMINGTON	109 E Olive St	BLOOMINGTON, IL 61701	\$ -
21-04-411-012	PNC REALTY SERVICES c/o MARVIN F POER & CO	PO Box 52427	Atlanta, GA	\$ 107,987
21-04-411-002	BEGLEY COMPANY	PO Box 55910	Lexington, KY 40555	\$ 38,894
21-04-411-010	MCALPIN, JULIE F	1009 N MONROE ST	MARION, IL	\$ 67,097
21-04-411-003	WESLEY UNITED METHODIST CHURCH, ATTN GREG YOUNT	502 E FRONT	BLOOMINGTON, IL 61701	\$ 75,582
21-04-411-009	WESLEY UNITED METHODIST CHURCH, ATTN GREG YOUNT	503 E FRONT	BLOOMINGTON, IL 61702	\$ 26,752
21-04-411-011	WESLEY UNITED METHODIST CHURCH, ATTN GREG YOUNT	504 E FRONT	BLOOMINGTON, IL 61703	\$ 18,506
21-04-268-002	HART PROPERTIES BLOOMINGTON LLC	PO Box 6296	BLOOMINGTON, IL 61702	\$ 33,266
		TOTAL		\$ 640,815

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

CERTIFICATE

I, Cherry Lawson, City Clerk of the City of Bloomington, County of McLean and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____:

“AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, DESIGNATING THE PROPOSED DOWNTOWN EAST WASHINGTON STREET REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT”

which was adopted by the Mayor and City Council of the City of Bloomington on the _____ day of _____, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Bloomington this _____ day of _____, 2018.

Cherry Lawson, City Clerk

ORDINANCE NO. 2018 - ____

AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE DOWNTOWN EAST WASHINGTON STREET REDEVELOPMENT PROJECT AREA

WHEREAS, it is desirable and in the best interests of the citizens of the City of Bloomington, McLean County, Illinois (the “*City*”), for the City to adopt tax increment allocation financing pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (the “*TIF Act*”); and

WHEREAS, pursuant to the TIF Act, the Mayor and City Council of the City (collectively, the “*Corporate Authorities*”) have heretofore approved the Tax Increment Financing Redevelopment Plan Downtown East Washington Street Redevelopment Project Area (the “*Plan*”) for the Downtown East Washington Street Redevelopment Project Area (the “*Project Area*”) as required by the TIF Act by passage of an ordinance and have heretofore designated the Project Area as required by the TIF Act by passage of an ordinance and have otherwise complied with all other conditions precedent required by the TIF Act.

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

Section 1. Tax Increment Adoption. The TIF Act is hereby adopted to pay redevelopment project costs, as defined in the TIF Act and as set forth in the Plan, within the Project Area, as legally described in *Exhibit A*, attached hereto and incorporated herein. The map of the Project Area showing the street location is depicted in *Exhibit B*, attached hereto and incorporated herein as if set out in full by this reference.

Section 2. Allocation of Ad Valorem Taxes. Pursuant to the TIF Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Project Area by taxing

districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the TIF Act each year after the effective date of this Ordinance until the Plan costs and obligations issued in respect thereto have been paid, shall be divided as follows:

- (a) That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Project Area, shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts, in the manner required by law in the absence of the adoption of tax increment allocation financing.
- (b) That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the Project Area over and above the initial equalized assessed value of each property in the Project Area, shall be allocated to and when collected shall be paid to the municipal treasurer or to his designee, pursuant to Section 207A of the Revenue Act of 1939 of the State of Illinois, as amended, who shall deposit said taxes into a special fund, hereby created, and designated the “Downtown East Washington Street Redevelopment Project Area Special Tax Allocation Fund” of the City, and such taxes shall be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

Section 3. Invalidity of Any Section. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or

unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

PASSED this 25th day of June 2018.

APPROVED:

Tari Renner, Mayor

AYES: _____

NAYS: _____

ABSENT: _____

ATTEST:

Cherry Lawson, City Clerk

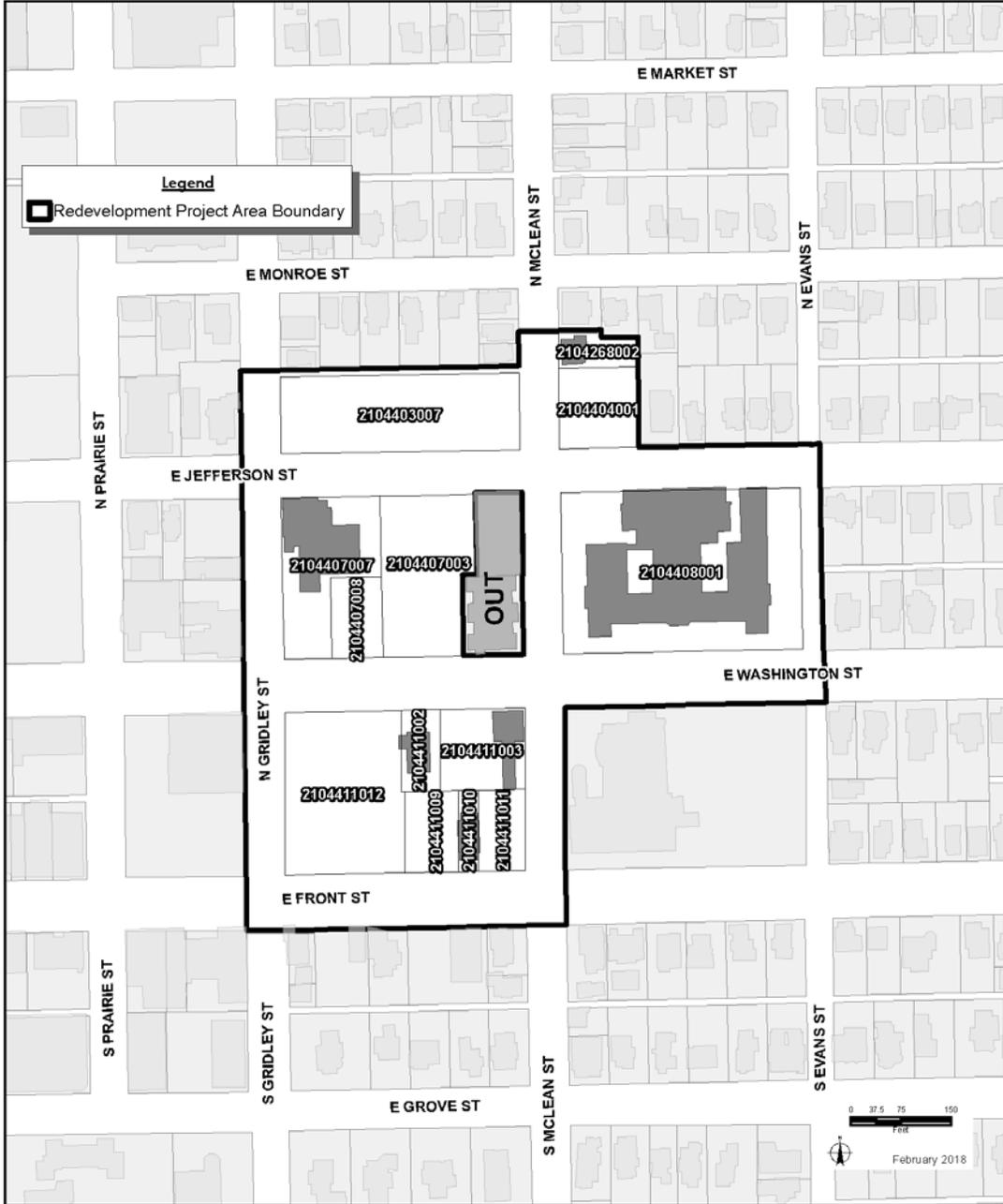
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Exhibit B

**Downtown East Washington Street Redevelopment Project Area
Boundary Map**



Parcel Locator

Downtown East Washington Street Redevelopment Project Area



STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

CERTIFICATE

I, Cherry Lawson, City Clerk of the City of Bloomington, County of McLean and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____:

“AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE DOWNTOWN EAST WASHINGTON STREET REDEVELOPMENT PROJECT AREA”

which was adopted by the Mayor and City Council of the City of Bloomington on the _____ day of _____, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Bloomington this _____ day of _____, 2018.

Cherry Lawson, City Clerk



REGULAR AGENDA ITEM NO. 8E

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: Community Development

SUBJECT: Consideration of a Resolution approving a Memorandum of Understanding between the City and the Economic Development Council of the Bloomington-Normal Area (BNEDC), wherein the BNEDC will provide economic development consulting services for the City in the amount of \$100,000 during the City's Fiscal Year 2019 as requested by the BNEDC and the City's Community Development Department.

RECOMMENDATION/MOTION: The Resolution approving a Memorandum of Understanding between the City and the Economic Development Council of the Bloomington-Normal Area be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: 1. Financially Sound City Providing Quality Basic Services; 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: 1E. Partnering with others for the most cost-effective service delivery; 3A. Retention and growth of current local businesses; 3B. Attraction of new targeted businesses that are the "right" fit for Bloomington; 3E. Strong working relationship among the City, businesses, economic development organizations.

BACKGROUND: The Economic Development Council of the Bloomington-Normal Area (the "BNEDC") is the county-wide Economic Development Organization (EDO) for McLean County. There are over 80 EDOs in Illinois of all sizes serving large metro areas, multiple county regions, single counties, and even individual municipalities (a listing of EDOs in Illinois is attached). One of the main functions of an EDO is to assist its units of local government in attracting new and retaining existing primary employers whose investment and job creation sustain and grow the local economy. In Illinois, local and regional EDOs partner with the Department of Commerce & Economic Opportunity (DCEO) and the recently created state-wide EDO, Intersect Illinois. When DCEO is contacted by a company (or site selector) seeking to locate or expand in the Midwest, DCEO then contacts the local EDOs requesting proposals for available sites or buildings which meet the company's requirements. Companies (and site selectors) may also contact EDOs directly and request information about the community, available sites and buildings, and local incentive programs. It is critical for a community or region to have a well-staffed and strongly supported EDO to be able to respond to and follow-up on these inquiries. While units of local government often have specialized economic developers and planners on staff to assist developers with projects on the local level, it is the economic developers at the EDOs which are best equipped to handle the complex, confidential, often multi-month projects that develop from these initial requests for information.

The Bloomington-Normal-McLean County area has long been active in economic development. Over the years, multiple groups and organizations have coordinated economic development efforts in McLean County. Since 1983, the City, Town of Normal, and McLean County have partnered with the private sector to financially support a local EDO. Each of the three units of government have historically provided matching levels of funding to the designated EDO.

The City, Town, and County each committed to financially support the BNEDC through the adoption of a multi-party funding agreement in December 2002. The 2002 agreement called for each of the three units of government to contribute \$45,000 on an annual basis to the BNEDC. In the years since, the City, Town, and County have each made increasing annual contributions and pledges of additional support during multi-year fund raising campaigns led by the BNEDC. Up until 2017, the City, Town, and County had each provided \$100,000 in annual support to the BNEDC (\$300,000 in total on an annual basis). This funding from the units of local government, as well as funding from the private sector, has supported the operations of the BNEDC and its six full-time staff members.

On January 16, 2018, the McLean County Board entered into a bilateral funding agreement with the BNEDC, reducing the County's funding for the BNEDC to \$94,000 for the County's Fiscal Year 2019. Both the City and the Town have each included \$100,000 for the BNEDC in each of the municipalities' Fiscal Year 2019 budgets.

City staff have worked with the leadership of the BNEDC to draft the proposed memorandum of understanding (MOU) between the City and the BNEDC. The MOU is based on the recently adopted MOU between the County and BNEDC with a few key differences:

- The Economic Development Consulting Services to be provided by the BNEDC for the City are listed in Exhibit A. The BNEDC's role as Administrator of the Enterprise Zone is detailed in item nine (9).
- The Fees and Expenses payable by the City to the BNEDC are listed in Exhibit B.
- The Performance Measures which the City will use to evaluate the work of the BNEDC are detailed in Exhibit C.
- The International Economic Development Council Code of Ethics is attached as Exhibit D. The MOU requires the BNEDC Board of Directors and employees to adhere to this code at all times to ensure high ethical standards.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City staff have meet with the leadership of the BNEDC, Town, and County to discuss the three units of local government's funding of the BNEDC. The McLean County Board approved a similar MOU with the BNEDC on January 16, 2018.

FINANCIAL IMPACT: The attached Resolution commits a total of \$100,000.00 in funding to the BNEDC during the City's Fiscal Year 2019 (eleven (11) payments of \$8,333.33) and a twelfth payment of 8,333.37. This amount of funding was included in the City's Fiscal Year 2019 Budget under the Economic Development – To Economic Development account (10019170-75015). Stakeholders can locate this in the Economic Development section of the City's Fiscal Year 2019 Proposed Budget Book titled "Budget Overview & General Fund" on page 288.

COMMUNITY DEVELOPMENT IMPACT: The Economic Development chapter of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) includes multiple goals and objectives related to promoting economic development on a regional basis:

ED-1. Ensure a broad range of employment opportunities for all residents.

ED-1.1 Focus on retention and expansion of existing businesses.

ED-1.2 Leverage community assets in attracting business.

ED-2. Foster a culture of entrepreneurship.

ED-2.1 Promote access to resources, funding and information.

ED-3. Build and maintain a skilled and employable workforce to meet the needs of the current and targeted businesses.

ED-3.1 Workforce availability and retention.

ED-4. Enhance the image of Bloomington as a business friendly community.

ED-4.1 Plan for a diversity of ready-to-build sites to meet the demand.

ED-4.5 Identify and reduce barriers for local growth and economic development

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

Respectfully submitted for Council consideration.

Prepared By: Austin Grammer, Economic Development Coordinator

Reviewed By: Bob Mahrt, Community Development Director

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

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- List of Economic Development Organizations in Illinois
- Resolution approving the MOU between the City and BNEDEC.

- MOU between the City and BNEDC for the BNEDC to provide Economic Development Consulting Services for the City.

Name	Region Served	Location	Website
Illinois Department of Commerce and Economic Opportunity	Statewide	Springfield, IL Chicago, IL	https://www.illinois.gov/DCEO
Intersect Illinois	Statewide	Chicago, IL	http://intersectillinois.org/
CORE Illinois	Statewide	NA	http://coreillinois.org/
Benton-West City Economic Development Corporation	Benton, West City and Franklin County	Benton, IL	http://www.bentonwestcity.com/
Berwyn Development Corporation	Berwyn, IL	Berwyn, IL	https://www.berwyn.net/
Blackhawk Hills Regional Council	Carroll, Jo Daviess, Lee, Ogle, Stephenson, and Whiteside Counties	Rock Falls, IL	http://www.blackhawkhills.com/
Bloomington-Normal Economic Development Council	McLean County	Normal, IL	https://www.bnbiz.org/
Champaign County Economic Development Corporation	Champaign County	Champaign, IL	http://www.champaigncountyedc.org/
Chicago Southland Economic Development Corporation	South Chicago Suburbs	East Hazel Crest, IL	http://ssmma.org/economic-development-6/
Choose DuPage	DuPage County	Lisle, IL	http://www.choosedupage.com/
Christian County Economic Development Corporation	Christian County	Taylorville, IL	http://christiancountyedc.co/
Coles Together	Coles County	Mattoon, IL	http://www.colestogether.com/index.htm
Crawford County Development Association	Crawford County	Robinson, IL	http://www.crawfordcountylil.com/
DeKalb County Economic Development Corporation	Dekalb County	Sycamore, IL	http://dcedc.org/
DeWitt County Development Council	DeWitt County	Clinton, IL	http://www.dcdc-illinois.net/home.html
Downers Grove Economic Development	Downers Grove, IL	Downers Grove, IL	http://dgedc.com/
East Central Illinois Development Corporation	Christian, Clark, Coles, Crawford, Douglas, Edgar, Effingham, Jasper, Moultrie, and Shelby Counties	NA	https://ecidc1.wordpress.com/
Economic Alliance of Kankakee County	Kankakee County	Kankakee, IL	http://kankakeecountyed.org/
Economic Development Corporation of Decatur & Macon County	Macon County	Decatur, IL	http://www.decaturedc.com/
Effingham Regional Growth Alliance	Effingham County	Effingham, IL	http://www.groweffinghamcountyil.com/
Elgin Development Group	Elgin Area	Elgin, IL	http://elgindevelopment.com/
Grayslake Business Partnership	Grayslake, IL	Grayslake, IL	https://www.grayslakeforbusiness.com/about
Great River Economic Development Foundation	Adams County	Quincy, IL	http://www.gredf.org/
Greater Auburn-Gresham Development Corporation	Auburn Gresham, Englewood, and West Chatham Chicago	Chicago, IL	http://www.gagdc.org/index.html
Greater Beloit Economic Development Corporation	Greater Beloit Area	Beloit, WI	http://greaterbeloitworks.com/
Greater Egypt Regional Planning & Development Commission	Franklin, Jackson, Jefferson, Perry, and Williamson Counties	Marion, IL	http://greateregypt.org/
Greater Livingston County Economic Development Council	Livingston County	Pontiac, IL	http://glcedc.org/wp/

Greater Oak Brook Economic Development Partnership	Oak Brook, IL, Oak Brook Terrace, IL	Oak Brook, IL	https://www.greateroakbrookpartnership.com/
Greater Peoria Economic Development Council	Greater Peoria Area	Peoria, IL	http://greaterpeoriaedc.org/
Greater Rochelle Economic Development Corporation	Rochelle Area	Rochelle, IL	http://www.Gredco.rochelle.net
Greater Sterling Development Corp	Sterling, IL Area	Sterling, IL	https://sterlingdevelopment.org/
Growth Dimensions	Belvidere-Boone County	Belvidere, IL	http://growthdimensions.org/
Grundy County Economic Development	Grundy County	Morris, IL	http://gedc.com/
Hancock County Economic Development Corporation	Hancock County	Carthage, IL	http://www.growhancock.com/growing/
Harvard Economic Development Corporation	Harvard, IL	Harvard, IL	http://www.harvardedc.com/
Henderson County Economic Development Corporation	Henderson County	Stronghurst, IL	http://www.hendersoncountyedc.com/
Henry County Economic Development Partnership	Henry County, IL	Cambridge, IL	http://www.hcedp.com/
Illinois Valley Area Chamber of Commerce & Economic Development	La Salle, Bureau and Putnam Counties	Peru, IL	https://www.ivaced.org/
Illinois Valley Economic Corporation	Macoupin, Greene, Jersey, and Calhoun Counties	Gillespie, IL	http://ilvalley-edc.org/
Invest Aurora	Aurora, IL	Aurora, IL	http://investaurora.org/
Iroquois Economic Development Association	Iroquois County	Watseka, IL	http://www.iroquoisdevelopment.com/IDA/index.html
Jackson Growth Alliance	Carbondale Area	Jackson County, IL	http://jacksonbiz.org/
Jacksonville Regional EDC	Morgan & Scott Counties	Jacksonville, IL	http://jredc.org/
Jefferson County Development Corporation	Mt. Vernon, IL area	Mt. Vernon, IL	http://jeffcodev.org/
Knox County Area Partnership for Economic Development	Knox County	Galesburg, IL	http://www.knoxpartnership.com/
Lake County Partners	Lake County IL	Lincolnshire, IL	http://www.lakecountypartners.com/index.php
Land of Lincoln Economic Development Corporation	Sangamon County	Springfield, IL	http://www.landoflincolnedc.org/
Lawrence County Industrial Development Council	Lawrence County	Lawrenceville, IL	http://lawrencecountyillinois.com
Macomb Area Economic Development Corporation	Macomb and McDonough Counties	Macomb, IL	http://www.maedco.org/
McHenry County Economic Development Corporation	McHenry County	Crystal Lake, IL	https://www.mchenrycountyedc.com/
Monroe County Economic Development Corporation	Monroe County	Waterloo, IL	http://www.mciledc.com/
Montgomery County Economic Development Corporation	Montgomery County	Hillsboro, IL	https://www.montgomerycountyillinois.org/
Montgomery Economic Development Corporation	Montgomery, IL	Montgomery, IL	https://www.montgomery-illinois.org/
Morrison Area Development Corporation	Morrison Area	Morrison, IL	http://morrisonareadevelopment.com
Morton Economic Development Council	Morton, IL	Morton, IL	http://www.mortonedc.org/
Mount Carmel Area Economic Alliance	Mt. Carmel Area	Mt. Carmel, IL	http://mcaea.com/
Mount Carroll Community Development Corporation	Mount Carroll, IL	Mount Carroll, IL	http://www.mountcarrollcdc.org/index.html

Naperville Development Partnership	Naperville, IL	Naperville, IL	http://www.naper.org/
Newton/Jasper County Economic Development Cooperative	Jasper County	Newton, IL	http://www.jaspercountyillinois.org/welcome.html
North Central Illinois Economic Development Corporation	Bureau, La Salle, Putnam Counties	Oglesby, IL	http://www.northcentralillinois.org/
North Central Illinois Council of Governments	Bureau, Grundy, LaSalle, Marshall, Putnam, and Stark counties	Ottawa, IL	https://www.ncicg.org/
Northwest Illinois Development Alliance	Stephenson County and NW Illinois	Freeport, IL	http://www.nidaworks.com/
NW Illinois Economic Development	Carroll, Jo Daviess, Whiteside Counties	Hanover, IL	http://www.nwiled.org/
Oak Park Economic Development Corporation	Oak Park, IL	Oak Park, IL	https://oakparkeconomicdevelopmentcorporation.org/
Pana Industrial Development Corporation	Pana, IL Area	Pana, IL	http://www.panaindustrial.com/contact.htm
Pike County Economic Development Corporation	Pike County	Pittsfield, IL	http://www.pikeedc.org/
Plano Economic Development Corporation	Plano, IL area	Plano, IL	http://www.planoedc.org/
Quad Cities Chamber	Quad Cities Area	Moline, IL and Davenport, IA	http://quadcitieschamber.com/
Quad Cities Regional Economic Development Authority	Carroll, Henry, Jo Daviess, Knox, Lee, Mercer, Rock Island, Stephenson, and Whiteside Counties	Moline, IL	http://qcreda.com/
Randolph County Economic Development	Randolph County	Chester, IL	http://www.edrandolphcounty.com/
Regional Economic Development Corporation	Williamson County	Marion, IL	http://www.redco.org/
Renew Moline	Moline, IL	Moline, IL	http://www.renewmoline.com/
Richland County Development Corporation	Richland County	Olney, IL	http://www.rcdc.com/Index.html
River Bend Growth Association	Southern IL towns on the Mississippi River	Godfrey, IL	http://www.growthassociation.com/
Rock Falls Community Development Corporation	Rock Falls, IL	Rock Falls, IL	http://www.rockfallsdevelopment.org/
Rockford Area Economic Development Council	Rockford Area	Rockford, IL	https://rockfordil.com/
Scott County Economic Development Corporation	Scott County	Scott County	http://www.scottco.org/
See Cass County	Cass County	Cass County, IL	http://www.seecass.com/index.html
South Central Illinois Regional Planning & Development Commission	Clay, Effingham, Fayette, Jasper & Marion Counties	Salem, IL	http://www.scirpdc.com/index.htm
Southeastern Illinois Regional Planning & Development Commission	Gallatin, Hamilton, Hardin, Pope & Saline Counties	Harrisburg, IL	http://www.sirpdc.org/index.php
Southern Five Regional Planning District & Development Commission	Alexander, Johnson, Massac, Pulaski, and Union Counties	Ullin, IL	http://www.southernfive.org/index.html
Southwestern Illinois Development Authority	Bond, Clinton, Madison and St. Clair	Collinsville, IL	http://www.swida.org/
Sugar Grove Economic Development Corporation	Sugar Grove, IL Area	Sugar Grove, IL	http://sugargroveedc.org/
Vermilion Advantage	Vermilion County	Danville, IL	https://www.vermilionadvantage.com/

West Central Development Council	Calhoun, Christian, Greene, Macoupin, Montgomery And Shelby Counties	Carlinville, IL	http://www.west-central.org/about.php
Western Illinois Economic Development Authority	Adams, Brown, Cass, Fulton, Hancock, Henderson, Mason, McDonough, Morgan, Pike, Schuyler, Scott and Warren Counties	Macomb, IL	http://wieda.com/
Will County Center for Economic Development	Will County	Joliet, IL	http://www.willcountycd.com/

RESOLUTION NO. 2018 - ____

**A RESOLUTION APPROVING
A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BLOOMINGTON AND
THE ECONOMIC DEVELOPMENT COUNCIL
OF THE BLOOMINGTON NORMAL AREA
FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “*City*”) is a duly organized and validly existing home rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”) have determined that one of the City’s primary goals as a local unit of government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry and business in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Economic Development Council of the Bloomington Normal Area (herein the “*BNEDC*”) is an 501(C)(6) Illinois non-profit organization with a mission to grow the McLean County economy by assisting with local business expansion, recruiting new businesses and companies to the McLean County area, and encouraging the next wave of entrepreneurs to establish their business in McLean County; and

WHEREAS, the BNEDC is identified as a partner to the City in the City’s implementation of the City’s Comprehensive Plan 2035 (adopted by the Corporate Authorities on August 24, 2015), and the BNEDC is also an integral partner with the City in carrying out many of the tasks outlined in the BN Advantage economic development strategy (endorsed by the Corporate Authorities on October 26, 2017); and,

WHEREAS, the Corporate Authorities desire for the BNEDC to perform certain Economic Development Consulting Services for the benefit of the City and for the surrounding community in furtherance of the City’s Comprehensive Plan 2035 and the BN Advantage economic development strategy, and;

WHEREAS, the BNEDC desires to provide the requested Economic Development Consulting Services for the Corporate Authorities, and;

WHEREAS, the parties desire to memorialize the terms, covenants, and conditions for the Economic Development Consulting Services in a Memorandum of Understanding (hereinafter “*MOU*”) which is attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The recitals set forth above are incorporated herein as if fully set forth in this Section 1.

Section 2. That the MOU by and among the City of Bloomington, McLean County, Illinois, and the Economic Development Council of the Bloomington Normal Area, Normal, Illinois, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said MOU and the City Manager is hereby authorized to undertake any and all actions as may be required to implement its terms on behalf of the City.

Section 3. This Resolution shall be in full force and effect immediately after its passage and approval.

ADOPTED this 25th day of June 2018.

APPROVED this _____ day of June 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

**MEMORANDUM OF UNDERSTANDING DETAILING
THE ECONOMIC DEVELOPMENT CONSULTING SERVICES
TO BE PROVIDED TO THE CITY OF BLOOMINGTON
BY THE ECONOMIC DEVELOPMENT COUNCIL
OF THE BLOOMINGTON NORMAL AREA**

THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of _____, 2018 by and between the **CITY OF BLOOMINGTON, ILLINOIS**, (hereinafter "City"), and the **ECONOMIC DEVELOPMENT COUNCIL OF THE BLOOMINGTON NORMAL AREA** (hereinafter "BNEDC").

WHEREAS, the City is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the BNEDC is an 501(C)(6) Illinois non-profit organization; and

WHEREAS, the City desires the BNEDC to perform Economic Development Consulting Services for the benefit of the City and for the surrounding community, and;

WHEREAS, the BNEDC desires to provide the requested Economic Development Consulting Services to the City, and;

WHEREAS, the parties desire to memorialize the terms, covenants, and conditions for the Economic Development Consulting Services in this Memorandum of Understanding (hereinafter "MOU").

NOW THEREFORE, in consideration of the mutual promises contained in this MOU and other good and valuable consideration,

- 1. Term.** This MOU shall be for the twelve (12) month period beginning May 1, 2018, and ending April 30, 2019 (the "Term"). This MOU may be terminated by either party with sixty (60) days written notice, with or without cause, by vote of either party's governing board.
- 2. Renewal.** This MOU shall not automatically renew. Any future extension of the Term is contingent on and subject to authorization by resolution of the governing boards of both parties.
- 3. Services to be provided.** During the Term of this MOU, the BNEDC shall provide to the City the Economic Development Consulting Services outlined in Exhibit A.

4. **Fees and Expenses.** The City agrees to pay the BNEDC a consulting fee for the services outlined in this MOU (the "Fee"). The Fee shall be paid in twelve (12) installments to the BNEDC as detailed in the schedule on Exhibit B. The BNEDC shall submit an invoice to the City on or before the first day of each month which invoice shall be paid by the City by the end of the month in which the invoice was received.
5. **Notices.** Any notice required to be given under this MOU shall be served by certified mail, postage prepaid, delivery, fax (receipt confirmed), or overnight courier.

To the City:

City of Bloomington
109 E Olive St
Bloomington, IL 61701
Attention: City Manager

To the BNEDC:

BNEDC
200 W. College Avenue, Suite 402
Normal, IL 61761
Attention: Chief Executive Officer

6. **Applicable Law and Venue.** This MOU has been made, and its validity, performance, and effect shall be determined, in accordance with the laws of the State of Illinois and venue for litigation between the parties shall be solely and exclusively in McLean County, Illinois, or the United States District Court.
7. **Entire MOU.** This MOU sets forth the entire MOU and understanding between the parties on the subject matter of this MOU. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this MOU other than those as expressly provided herein.
8. **Amendments and Waivers.** Changes, modifications, or amendments in scope, price, or fees to this MOU shall not be permitted without a prior formal amendment approved by resolution of the governing boards of both the City and BNEDC in advance of the change in scope, price, or fees. No modification of this MOU shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this MOU shall constitute a waiver of any other prior or subsequent breach or obligation.
9. **Performance Measures.** In addition to the Services to be provided, this MOU shall be contingent upon the satisfactory performance of the BNEDC, in the sole judgment of the City, to meet or exceed the Performance Measurements outlined in Exhibit C.

10. By-Laws, Organizational Documents, Budget, Audit and Accounting.

- a. It is understood that the BNEDC annual budget is approved by the BNEDC Board of Directors each December for the next calendar year. The City shall have the right to review the BNEDC annual budget documents at the BNEDC's offices at any time.
- b. On an annual basis, the BNEDC shall contract with an independent auditing firm which will perform a full and complete audit of the BNEDC's financials. The City shall have the right to review the BNEDC annual audit report at the BNEDC's offices at any time.
- c. When requested by the City, BNEDC staff shall appear before the City Council to answer questions concerning the BNEDC budget as it relates to the City's contribution thereto.
- d. The City shall have the right to review the BNEDC's by-laws and any other relevant organizational documents such as Articles of Incorporation and the like at the BNEDC's offices at any time. Should amendments be made to these documents, the BNEDC shall notify the City within 45 days of the effective date of any such amendment.

11. Independent Contractor Indemnification. The parties to this MOU agree that the BNEDC is an independent contractor and shall not, under any circumstances, be deemed an employee of the City. The BNEDC shall indemnify, defend, and hold harmless the City, its officials, employees, and agents, from and against any and all loss, liability, or damage as a result of claims, demands, costs, or judgments arising by virtue of this Contract, or of whatever nature, made by or on behalf of any person or persons for any wrongful act or omission arising from its operation under this Contract.

12. Indemnification. The BNEDC shall abide by all federal, state and local laws, rules, regulations and ordinances, which may now or hereafter be in effect, applicable to providing services under this MOU, and agrees to indemnify, defend, and hold harmless, the City, its officials, employees and agents, from and against any violation of said laws, rules, regulations and ordinances.

13. Workers' Compensation Insurance. The BNEDC shall provide any workers' compensation insurance for its employees as required by State law. The BNEDC shall also maintain motor vehicle insurance pursuant to minimum State requirements for operation of any motor vehicles under its direction and control.

14. Equal Employment Opportunity. The parties to this MOU acknowledge they are bound by the Illinois Human Rights Act – Freedom from Unlawful Discrimination. To secure for all individuals within Illinois the freedom from unlawful discrimination against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations.

15. Conflicts of Interest. The BNEDC agrees that no employee of BNEDC, or its designees or agents, shall have any interest, direct or indirect, in this MOU other than in the direct course of his/her employment with BNEDC.

16. No Third Party Beneficiaries. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement. No entity other than the City and the BNEDC shall have any right to enforce any provision of this Agreement, even if directly or indirectly benefited by it.

17. BNEDC Ethical Standards. The City desires to ensure a high ethical standard for those involved in economic development. The BNEDC Board of Directors and employees shall adhere to the International Economic Development Council Code of Ethics which is attached as Exhibit D.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives and officers to execute this MOU.

CITY OF BLOOMINGTON

By: _____
Tari Renner, Mayor

ATTEST:

By: _____
Cherry Lawson, City Clerk

ECONOMIC DEVELOPMENT COUNCIL OF THE BLOOMINGTON NORMAL AREA

By: _____
Jared Hall, Chairperson

ATTEST:

By: _____
Aaron Quick, Secretary / Treasurer

Exhibit A

Economic Development Consulting Services to be provided by the BNEDC

The BNEDC shall provide the following Economic Development Consulting Services for the City:

1. Serve as the lead point of contact for prospective primary employers desiring to locate in or expand within the Bloomington-Normal-McLean County area.
2. Conduct business recruitment and retention activities designed to provide new jobs and an improved tax base within the Bloomington-Normal-McLean County area.
3. Produce marketing materials that promote the Bloomington-Normal-McLean County area including maintaining the BNEDC website (www.bnbiz.org) and the creation of information packets for prospective businesses.
4. Provide quarterly market analyses presentations to the public (i.e. the “BN by the Numbers” luncheons) detailing employment / unemployment, labor force, jobs by industry, housing, retail sales and other statistics as deemed relevant by the BNEDC.
5. Provide site-specific demographic and economic information as requested.
6. Build and maintain mutually beneficial relationships with national, state, and regional entities engaged in economic development.
7. Assess issues of concern to local businesses and assist with promoting a healthy business climate within the community and communicate those issues of concern to the City Council and City staff.
8. Facilitate programs for business retention and expansion for existing businesses in the Bloomington-Normal-McLean County area.
9. Manage and promote the Bloomington / Normal / Gibson City / McLean County / Ford County Enterprise Zone, serving as Enterprise Zone Administrator, and file all necessary reports with the State of Illinois Department of Commerce and Economic Opportunity (DCEO) as may be required to maintain the Enterprise Zone in good standing.
10. Such other services, as the parties agree may be feasible, necessary, and appropriate to help expand the job base and improve the tax base of the Bloomington-Normal-McLean County area.
11. Provide all deliverables and performance measures outlined herein.

Exhibit C

Performance Measures

1. **Economic Development Infrastructure.** The City desires to develop appropriate infrastructure necessary to foster economic development opportunities within the City and the broader community. The parties will work to identify future development sites, and work to complete necessary tasks so the identified sites are more "ready" for immediate business opportunity availability.

Performance Measures:

- a. Positive relationship with Illinois DCEO and appropriate communicated vision for the City and McLean County.
 - b. Marketing materials directed toward targeted industries.
 - c. Creation and distribution of industry packets, promotional materials such as videos and social media.
 - d. Real Estate Development - identify and market sites & buildings ready for development.
 - e. Establish market statistics & demographics as outlined in the BNEDC's Demographic Profile.
 - f. Develop regional partnerships by working with the regional economic development council.
 - g. Partner with the McLean County Chamber of Commerce and its workforce taskforce to develop the local workforce and attract quality employees to the community.
 - h. Assess and advise the City on needs for potential site development.
2. **Business Retention and Expansion.** The City wants to ensure existing businesses thrive and remain or expand in the City and the community. The BNEDC shall solicit regular feedback from existing businesses to determine how those businesses can best be served and how programs can be developed to leverage the businesses' assets and the assets of other similar businesses and the assets of the City. The BNEDC shall develop programs which promote existing business.

Performance Measures:

- a. Development of business community retention data as detailed in the BN Grows retention survey.
- b. Other data as reasonably requested by and coordinated with the City.
- c. Provide technical assistance to existing businesses to assist in retention or expansion.
- d. The BNEDC will work with Small Business Development Center (SBDC) to provide seminars, training and resources to entrepreneurs throughout the City and the McLean County area, or offered within the region that would benefit McLean County-based companies, startup businesses and entrepreneurs.
- e. Execute an ongoing call program with existing major employers.

Exhibit C: Performance Measures (continued)

- 3. Business Attraction.** The BNEDC shall take steps necessary to ensure that the City and McLean County competes at local, state, national, and international levels for prospective businesses. In addition, the BNEDC shall actively promote all areas of the City and County at the state, national, and international levels, particularly to companies in the advanced manufacturing, advanced business services, transportation and logistics, agribusiness/food processing, information and communication technologies and entrepreneurship. The BNEDC acknowledges the City desires to attract jobs with higher skills, higher wages, and higher benefits, and the BNEDC will pursue companies in the targeted sectors that meet those goals.

Performance Measures:

- a. Conduct promotional or marketing visits, either in the City, the county, at the site selector's location, or via electronic communications.
 - b. Identify trade shows with the highest rate of return in targeted industries and determine which are feasible to attend. Information provided in quarterly BN by the Numbers presentations.
 - c. Report on employee headcount, wages, and capital investment attributed to new businesses that have been incentivized by local governments, including to but not limited to, the City.
 - d. Assist in the coordination and development of a regional economic development council.
 - e. Advise on the number of business contacts made and status of pending projects.
 - f. Keep the BNEDC website and social media updated and relevant.
 - g. Maintain and review community profile with state and regional economic development agencies.
- 4. Strengthened Relationship with State and Regional Economic Development Organizations.** These organizations are assets to the City's economic development efforts. They can provide free marketing for the City and expand our contact base and opportunities. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure that the City receives feedback from prospective companies about what the City and community can do to provide an attractive business environment. The BNEDC shall serve as the primary point of contact for the County for economic development related purposes.

Performance Measures:

- a. Regular meetings with State and Regional Economic Development Organizations (EDOs) and other relevant organizations.
- b. Documented efforts and participation in regional partnership.
- c. Positive relationship with State and Regional Economic Development Organizations and appropriate communicated vision for McLean County.

Exhibit C: Performance Measures (continued)

- 5. Market Statistics and Demographics.** BNEDC will provide quarterly demographic updates for the City as well as annual Demographic Profile.

Performance Measures:

- a. Utilize and provide updated market, trend, and demographic analysis through current studies.
- 6. Reports and Presentations to the City Council.** BNEDC shall provide a written report to the City Council on a bi-monthly basis in concert with BNEDC board meeting reports.
- a. Written report bi-monthly to the City Council including information on potential and ongoing projects.
 - b. BNEDC will provide the City with the approved minutes from BNEDC Board meetings.
 - c. Upon request, BNEDC will provide in-person presentations to the City Council. Presentations must include updated budget analysis and metrics informing the City Council on the use of funds received by the BNEDC from the City. The budget analysis should be of sufficient detail to apprise the City Council of how the funds received from the City have been allocated and disbursed.
 - d. Appear before the full City Council annually to report on projects and programs. This appearance shall allow for a question and answer period in which the full City Council can discuss matters of interest with the BNEDC.
 - e. Provide each City Council member a copy of the BNEDC newsletter.

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of BNEDC. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. However, the City expects the BNEDC to show evidence of experience in conducting comparative market and trend analyses and due diligence in amassing the detailed information necessary to support the BNEDC's Economic Development efforts.

Exhibit D

**International Economic Development Council Code of Ethics
[See Attached]**



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL

*The Power of
Knowledge and Leadership*

EXHIBIT D

CODE OF ETHICS

The following code of ethics was established by the professional economic developers in the International Economic Development Council to ensure a high ethical standard for those involved in economic development.

PROFESSIONAL ECONOMIC DEVELOPERS SHALL:

1. Carry out their responsibilities in a manner to bring respect to the profession, the economic developer and the economic developer's constituencies.
2. Practice with integrity, honesty, and adherence to the trust placed in them both in fact and in appearance.
3. Hold themselves free of any interest, influence, or relationship in respect to any professional activity when dealing with clients which could impair professional judgement or objectivity or which in the reasonable view of the observer, has that effect.
4. Be mindful that they are representatives of the community and shall represent the overall community interest.
5. Keep the community, elected officials, boards and other stakeholders informed about the progress and efforts of the area's economic development program.
6. Maintain in confidence the affairs of any client, colleague or organization and shall not disclose confidential information obtained in the course of professional activities.
7. Openly share information with the governing body according to protocols established by that body. Such protocols shall be disclosed to clients and the public.
8. Cooperate with peers to the betterment of economic development technique, ability, and practice, and to strive to perfect themselves in their professional abilities through training and educational opportunities.
9. Assure that all economic development activities are conducted with equality of opportunity for all segments of the community without regard to race, religion, sex, sexual orientation, national origin, political affiliation, disability, age, marital status, or socioeconomic status.
10. Refrain from sexual harassment. Sexual harassment is defined as any unwelcome conduct of a sexual nature.
11. Not exploit the misfortune of federally declared disaster-impacted regions. This includes actively recruiting businesses from an affected community.
12. Abide by the principles established in this code and comply with the rules of professional conduct as promulgated by IEDC.



REGULAR AGENDA ITEM NO. 8F

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: Community Development

SUBJECT: Consideration of a Resolution to provide \$125,000 to the Economic Development Council of the Bloomington-Normal Area (BNEDC) in support of the B-N Advantage Economic Development Strategy as requested by the BNEDC, the McLean County Chamber of Commerce, and the Community Development Department.

RECOMMENDATION/MOTION: The Resolution supporting and funding the B-N Advantage, a Collaborative Economic Development Strategy for the Bloomington-Normal-McLean County Region be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: 1. Financially Sound City Providing Quality Basic Services; 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: 1E. Partnering with others for the most cost-effective service delivery; 3A. Retention and growth of current local businesses; 3B. Attraction of new targeted businesses that are the “right” fit for Bloomington; 3D. Expanded retail businesses; 3E. Strong working relationship among the City, businesses, economic development organizations.

BACKGROUND: At the June 25, 2018 City Council meeting, Mike O’Grady, Interim Chief Executive Officer of the Economic Development Council of the Bloomington-Normal Area (BNEDC), and Charlie Moore, President & Chief Executive Officer of the McLean County Chamber of Commerce, will provide the City Council with an update on the implementation of the BN Advantage economic development strategy and will also make a request for continued funding for BN Advantage. A funding request letter is attached.

On December 18, 2017, the City Council adopted Resolution 2017-55 which provided \$123,867.21 in funding to support the implementation of the BN Advantage economic development strategy. Prior to providing direct financial support, the City Council had endorsed the BN Advantage Strategy with the adoption of Resolution 2015-39 on October 26, 2015.

The BNEDC and Chamber of Commerce have made a request for \$125,000 in funding from the City during the City’s Fiscal Year 2019 to further the implementation of BN Advantage strategy. The attached Resolution provides funding to the BNEDC to implement the BN Advantage action

items related to Talent/Workforce, Marketing/Communications, Quality of Life/Place, Entrepreneurship, and Indicators/Metrics.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Six county-wide organizations have partnered to create the BN Advantage economic development strategy: the Economic Development Council of the Bloomington-Normal Area, McLean County Regional Planning Commission, McLean County Chamber of Commerce, Bloomington-Normal Convention and Visitors Bureau, Bloomington-Normal Airport Authority, and Connect Transit. Volunteers representing 35 public organizations, businesses, and institutions are currently collaborating on multiple task forces to implement BN Advantage.

FINANCIAL IMPACT: The attached Resolution commits a total of \$125,000.00 in funding to the BNEDC for the continued implementation of the BN Advantage strategy during the City's Fiscal Year 2019 (eleven (11) payments of \$10,416.66) and a twelfth payment of \$10,416.74. Sufficient funds are available in City's Fiscal Year 2019 Economic Development-Other Professional & Technical Services account (10019170-70220). Stakeholders can locate this in the Economic Development section of the City's Fiscal Year 2019 Proposed Budget Book titled "Budget Overview & General Fund" on page 288.

Note: The funding proposed for BN Advantage is in addition to the City's Fiscal Year 2019 budgeted allocation of \$100,000.00 (and corresponding monthly payments of \$8,333.33) to the BNEDC which funds are the subject of a proposed Memorandum of Understanding between the City and BNEDC to be considered by the City Council at its June 25, 2018 meeting.

COMMUNITY DEVELOPMENT IMPACT: The Economic Development chapter of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) includes many of the goals and objectives outlined in the BN Advantage strategic plan report (both planning documents were drafted in 2015). Some of the key goals and objectives related to promoting economic development on a regional basis as is proposed under BN Advantage include:

ED-1. Ensure a broad range of employment opportunities for all residents.

ED-1.1 Focus on retention and expansion of existing businesses.

ED-1.2 Leverage community assets in attracting business.

ED-2. Foster a culture of entrepreneurship.

ED-2.1 Promote access to resources, funding and information.

ED-3. Build and maintain a skilled and employable workforce to meet the needs of the current and targeted businesses.

ED-3.1 Workforce availability and retention.

ED-4. Enhance the image of Bloomington as a business friendly community.

ED-4.1 Plan for a diversity of ready-to-build sites to meet the demand.

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

Respectfully submitted for Council consideration.

Prepared By: Austin Grammer, Economic Development Coordinator

Reviewed By: Bob Mahrt, Community Development Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- June 20, 2018 BN Advantage funding request letter.
- Resolution Supporting and Funding BN Advantage, a Collaborative Economic Development Strategy for the Bloomington-Normal-McLean County Region.

Mr. Tari Renner, Mayor
City of Bloomington
109 E. Olive Street
Bloomington, IL 61702

Dear Mayor Renner,

Thank you for your significant investment in the collaborative work between the McLean County Chamber of Commerce and the Bloomington-Normal Economic Development Council (EDC) towards the BN Advantage Economic Development and Marketing strategy.

With the rising levels of uncertainty in our community and in our state, your investment has been more crucial than ever to advance our work towards diversifying the local economy. Together, we are absolutely making incredible strides in the implementation of the plan's objectives.

Our work continues to focus on the four main aspects of the strategy including Workforce Development (recently rebranded as COMPACT), Quality of Place, Entrepreneurship and Marketing Communications. In mid-summer we anticipate the unveiling our new portal titled "BN Vitals" which will provide more than 200 statistical measures with indicators about out the McLean County economy that will be updated continuously and available to you at all times.

To that end, we are asking for the City's continued financial support of the BN Advantage strategy for the next fiscal year in the following areas:

COMPACT/Workforce	\$35,000
Quality of Place	\$15,000
Marketing	\$40,000
Entrepreneurship	\$10,000
EDC additional investment	<u>\$25,000</u>
	\$125,000

An annual report is being prepared for distribution in late August that will highlight this year's accomplishments as well as forecast next year's goals and objectives. In the meantime, we would welcome the opportunity to visit with you, members of and/or the entire Council as well as city staff to share specific details of the work we're implementing.

We greatly appreciate your past investment, engagement and leadership in the BN Advantage strategy and its correlating program of work. Thank you for your consideration to renew the City's financial contribution to our collective successes benefiting the businesses and citizens of Bloomington. Together, we are the BN Advantage!

Best regards,



Charlie Moore, CEO
McLean County Chamber of Commerce



Mike O'Grady, Interim CEO
Bloomington-Normal Economic Development Council

RESOLUTION NO. 2018 - ____

**A RESOLUTION SUPPORTING AND FUNDING BN ADVANTAGE, A
COLLABORATIVE ECONOMIC DEVELOPMENT STRATEGY FOR THE
BLOOMINGTON-NORMAL-MCLEAN COUNTY REGION
(City's Fiscal Year 2019)**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “City”) is a duly organized and validly existing home rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council of the City (the “Corporate Authorities”) have determined that one of the City’s primary goals as a local unit of government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry and business in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Corporate Authorities have long held that a collaborative public/private economic development strategy for the Bloomington-Normal-McLean County region can provide significant benefit to the regional economy by supporting the creation, attraction, and retention of businesses, the creation of new and diverse employment opportunities, and encourage the growth of the regional economy; and,

WHEREAS, in 2015, the Economic Development Council of the Bloomington-Normal Area (the “BNEDC”) partnered with the McLean County Chamber of Commerce, the McLean County Regional Planning Commission, the Bloomington Normal Area Convention & Visitors Bureau, and the Bloomington-Normal Airport Authority to develop an economic development strategy for the region known as “BN Advantage”; and,

WHEREAS, in 2015, the BN Advantage strategy was endorsed by resolutions of the governing boards of the City, Town of Normal (the “Town”), and McLean County (the “County”); and,

WHEREAS, the City’s Comprehensive Plan 2035 (adopted by the City Council on August 24, 2015), envisions a mutually beneficial and collaborative partnership between the City and the BN Advantage stakeholders and identifies specific and measureable goals and outcomes for supporting local economic development; and,

WHEREAS, by adoption of Resolution 2017-55 on December 18, 2017, the City provided funding to support the implementation of elements of the BN Advantage strategy including Talent/Workforce, Marketing/Communications, Quality of Life/Place, and Entrepreneurship. Further, the City provided additional funding to the BNEDC for its business attraction efforts; and,

WHEREAS, continued funding from the City is necessary to further advance the implementation of the BN Advantage strategy; and,

WHEREAS, the Corporate Authorities, by adoption of this Resolution, formally indicate the City's desire to honor the request made of the City to provide additional financial support to the BNEDC in the furtherance of the BN Advantage strategy.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The recitals set forth above are incorporated herein as if fully set forth in this Section 1.

Section 2. The City Council hereby formally indicates its desire to make a financial commitment of \$125,000 to the BNEDC in continued support of the BN Advantage strategy as detailed in Exhibit A which is attached to this Resolution and made a part hereof.

Section 3. The City Council hereby directs the City Manager to monitor the BNEDC's progress in implementing the BN Advantage strategy and promotion of the economic development of the region and the health, safety and welfare of City's citizens by encouraging private investment in industry and business throughout the region in order to enhance the region's tax base, ameliorate blight and provide job opportunities.

Section 6. The City Council hereby directs the City Manager to ensure that the City is provided with the opportunity to be represented on any and all governing or advising boards of the BN Advantage strategy.

Section 8. The City Council hereby directs the City Manager to evaluate the continued funding for the BN Advantage strategy for the City's Fiscal Year 2020 concurrent with the adoption of the City's Fiscal Year 2020 budget and to bring forward a proposed resolution on same concurrent with the budget. The City's Fiscal Year 2020 support for the BN Advantage strategy will be carefully evaluated by the City Council and will be commensurate with similar financial considerations made by the Town and the County.

Section 9. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the Mayor and City Council of the City of Bloomington, Illinois, this 25th day of June 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

EXHIBIT A

City of Bloomington financial commitment to the Economic Development Council of the Bloomington-Normal Area (BNEDC) in support of the BN Advantage strategy:

For the City's Fiscal Year 2019
May 1, 2018 thru April 30, 2019 (12 months):

BN Advantage Taskforces	City FY2019 Funding
Talent/Workforce:	\$35,000
Quality of Life/Quality of Place:	\$15,000
Marketing/Communications:	\$40,000
Entrepreneurship:	\$10,000
EDC Investment:	\$25,000
TOTAL:	\$125,000

Twelve (12) Monthly Payments for the City's FY 2019 (May 2018 - April 2019): \$10,416.67

Total Commitment Authorized in this Resolution: \$125,000



REGULAR AGENDA ITEM NO. 8G

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: Community Development Department

SUBJECT: Presentation and discussion on prioritization/implementation of Downtown Bloomington Task Force recommendations (non-catalyst projects), as requested by the Community Development Department.

RECOMMENDATION/MOTION: Presentation and discussion only.

STRATEGIC PLAN LINK: Goal 6: Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.A – More beautiful, clean Downtown area; Objective 1.B – Downtown Vision and Plan used to guide development, redevelopment and investments; Objective 1.C – Downtown becoming a community and regional destination.

BACKGROUND: The Bloomington City Council had initiated the Downtown Bloomington Task Force to focus on merging the contents of the city's various approved planning documents in order to provide a "line of sight" between the Task Force recommendations and the existing planning documents. These documents were previously developed with extensive public input. The Task Force also held public listening sessions and actively encouraged public participation in its discussions. The Task Force had presented their Final Report to the City Council on December 18, 2017. The Final Report is available for viewing on the Downtown Bloomington Task Force Committee webpage on the City's website via the menu Government » Boards & Commissions at the following link <http://www.cityblm.org/home/showdocument?id=14918>

On April 16, 2018, City Staff provided a summary of preliminary implementation strategies to address the recommendations outlined within Downtown Bloomington Task Force Report for City Council discussion. The draft Downtown Work Plan identified projects, consistent with the recommendations, broken into Short term/Medium term/Long term steps with the associated tasks, coordinators, and timelines to serve as a guide for implementation. At that time, the City Council requested additional information regarding cost estimates for the identified projects and a mechanism to prioritize projects.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Downtown Bloomington Task Force encouraged members of the public to actively participate in its meeting discussions and had also received written public comment throughout the process. A public listening session was held on June 27, 2017 to gather solicit public input.

FINANCIAL IMPACT: For discussion purposes only.

COMMUNITY DEVELOPMENT IMPACT: Comprehensive Plan Goal: D-1 Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural, and entertainment opportunities for all.; D-2 Market and promote the unique brand and image of Downtown Bloomington; D-3 Protect Downtown's unique character and encourage appropriate new development; D-4 A clean and safe Downtown.

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

Respectfully submitted for Council consideration.

Prepared by: Bob Mahrt, Interim Community Development Director

Reviewed by: Tricia Stiller, Downtown Development Division Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Community Development review by: Katie Simpson, City Planner

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Downtown Work Plan (Draft)

Downtown Bloomington Task Force Implementation Work Plan
June 25, 2018

DOWNTOWN BLOOMINGTON TASK FORCE FINAL REPORT IMPLEMENTATION

1. ADOPT RECOMMENDATIONS OF THE DOWNTOWN BLOOMINGTON TASK FORCE. (With/Without Exceptions)

PROJECT : FINAL REPORT ADOPTION	TASK	COORDINATION	TIME LINE	COST
ON-GOING	FINAL REPORT REVIEW	CITY COUNCIL, ADMINISTRATION, COMMUNITY DEVELOPMENT	WINTER 2018	MINIMAL
SHORT TERM	FINAL REPORT ADOPTION	CITY COUNCIL, ADMINISTRATION, COMMUNITY DEVELOPMENT	SPRING 2018	MINIMAL
MEDIUM TERM	IMPLEMENTATION	ADMINISTRATION, COMMUNITY DEVELOPMENT	SPRING 2018 - SPRING 2019	PROJECT BASED
LONG TERM	EVALUATE OUTCOMES	CITY COUNCIL, ADMINISTRATION	SUMMER 2019	MINIMAL

Downtown Bloomington Task Force Implementation Work Plan
June 25, 2018

BEAUTIFICATION/PUBLIC ART

1. DESIGNATE THE DOWNTOWN CORE AS A “PUBLIC PARK” OR “GREEN SPACE” TO EMPOWER THE PARKS & RECREATION DEPARTMENT TO ACTIVELY MAINTAIN AND PROGRAM IN PUBLIC SPACES IN A WAY THAT MAXIMIZES AESTHETIC APPEAL AND ADDS ARTS AND CULTURAL PROGRAMMING. FOCUS ON ADDITIONAL SHADE TREES AS WELL AS PERENNIAL, DROUGHT-TOLERANT, NATIVE PLANTINGS, AND RAIN GARDENS.

PROJECT : TREE WELL GARDEN PROGRAM *	TASK	COORDINATION	TIME LINE	COST
ON-GOING	SEASONAL TREE WELL PLANTINGS PROGRAM	DBA, DDD, PARKS DEPARTMENT	SPRING/FALL 2018	\$2K/YR
SHORT TERM	THEMED PLANTING COORDINATION; SUGGESTED PLANTINGS	DBA, DDD, PARKS DEPARTMENT	SPRING/FALL 2018	MINIMAL
MEDIUM TERM	SPONSORSHIP EXPANSION	DBA, DDD, PARKS DEPARTMENT	SPRING 2018 - SPRING 2019	MINIMAL
LONG TERM	PROGRAM EXPANSION (DOWNTOWN TRANSITION AREAS)	VOLUNTEER PARTICIPANTS, DBA, DDD, PARKS DEPARTMENT	SUMMER 2019 & BEYOND	+\$2K/YR

PROJECT : PUBLIC RIGHT-OF-WAY/PUBLIC LANDS PLANTING PROGRAM *	TASK	COORDINATION	TIME LINE	COST
ON-GOING	PLANTING ISLAND/TREE MAINTENANCE	PARKS DEPARTMENT	ON-GOING	\$50K/YR
SHORT TERM	DESIGN AND PLANTING	PARKS DEPARTMENT	SPRING 2018 - SPRING 2019	\$5K/YR
MEDIUM TERM	SPONSORSHIP EXPANSION	DBA, DDD, PARKS DEPARTMENT	SPRING 2018 - SPRING 2019	MINIMAL
LONG TERM	PROGRAM EXPANSION (DOWNTOWN TRANSITION AREAS)	PARKS DEPARTMENT	SUMMER 2019 AND BEYOND	+\$60K/YR

Downtown Bloomington Task Force Implementation Work Plan
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PROJECT : URBAN AMBASSADOR SERVICE (BLOCK BY BLOCK)	TASK	COORDINATION	TIME LINE	COST
ON-GOING	PRELIMINARY DISCUSSION WITH URBAN AMBASSADOR SERVICE	DBA, DDD	ON-GOING	MINIMAL
SHORT TERM	PUBLIC INFORMATION PRESENTATION	DBA, DDD	FALL 2018	MINIMAL
MEDIUM TERM	RFP/BIDDING	DBA, DDD	WINTER 2018	MINIMAL
LONG TERM	URBAN AMBASSADOR IMPLEMENTATION	DBA, DDD	SPRING 2019	\$100K- \$200K

2. SELECT AND MAKE AVAILABLE TO BUSINESS OWNERS SELF-WATERING PLANTERS THAT ARE UNIFORM IN APPEARANCE TO BE PURCHASED BY, PLACED IN FRONT OF, AND MAINTAINED BY DOWNTOWN BUSINESSES. USE PRIVATE SPONSORSHIPS TO INCREASE NUMBER OF PLANTINGS IN THE DOWNTOWN AREA AND/OR FUND PLANTING OF LARGER TREES.

PROJECT : ADOPT-A-POT PROGRAM *	TASK	COORDINATION	TIME LINE	COST
ON-GOING	SEASONAL FLOWER POT PLANTINGS	VOLUNTEER PARTICIPANTS, DBA, DDD, PARKS DEPARTMENT	SPRING/FALL 2018	\$3K/YR
SHORT TERM	THEMED PLANTING COORDINATION;SUGGESTED PLANTINGS	VOLUNTEER PARTICIPANTS, DBA, DDD, PARKS DEPARTMENT	SPRING/FALL 2018	MINIMAL
MEDIUM TERM	SPONSORSHIP EXPANSION AND PHASED PURCHASE OF NEW SELF-WATERING PLANTERS	DBA, DDD	SPRING 2018 - SPRING 2023	\$15K/YR OVER 5 YRS
LONG TERM	PROGRAM EXPANSION (DOWNTOWN TRANSITION AREAS)	VOLUNTEER PARTICIPANTS, DBA, DDD, PARKS DEPARTMENT	SUMMER 2019 AND BEYOND	+\$3K/YR

Downtown Bloomington Task Force Implementation Work Plan
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3. ENGAGE IN ADDITIONAL PUBLIC ART PROJECTS, SUCH AS DECORATIVE PAINTED CROSSWALKS OR SIDEWALK ART. EXPLORE THE USE OF TACTICAL URBANISM TO INCREASE ART IN THE PUBLIC SPACE.				
PROJECT : MURAL PROGRAM *	TASK	COORDINATION	TIME LINE	COST
ON-GOING	MURAL AND TRAFFIC CONTROL BOX ART	DBA, DDD	ON-GOING	MINIMAL
SHORT TERM	IDENTIFY OPPORTUNITIES FOR NEW MURALS	VOLUNTEER PARTICIPANTS, DBA, DDD	SPRING/FALL 2018	MINIMAL
MEDIUM TERM	SPONSORSHIP EXPANSION	DBA, DDD	SPRING 2018 - SPRING 2019	MINIMAL
LONG TERM	FUTURE MAINTENANCE AND PROGRAM EXPANSION (DOWNTOWN TRANSITION AREAS)	DBA, DDDT	SUMMER 2019 AND BEYOND	PROJECT BASED
PROJECT : TACTICAL URBANISM PROGRAMS*	TASK	COORDINATION	TIME LINE	COST
ON-GOING	PARK(ing) DAY	DBA, DDD, CD DEPARTMENT, PARKS DEPARTMENT, PW DEPARTMENT, BPD	ON-GOING	\$1K/YR
SHORT TERM	RESEARCH TACTICAL URBANISM OPPORTUNITIES	DBA, DDD, BEAUTIFICATION COMMISSION, CD DEPARTMENT, PARKS DEPARTMENT, PW DEPARTMENT, BPD	SPRING 2018 - SPRING 2019	MINIMAL
MEDIUM TERM	ESTABLISH CRITERIA FOR IMPLEMENTATION	DBA, DDD, BEAUTIFICATION COMMISSION, CD DEPARTMENT, PARKS DEPARTMENT, PW DEPARTMENT, BPD	SPRING 2018 - SPRING 2019	MINIMAL
LONG TERM	EVALUATE OUTCOMES	CITY COUNCIL, ADMINISTRATION	SUMMER 2019 AND BEYOND	MINIMAL

Downtown Bloomington Task Force Implementation Work Plan
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4. INSTALL ADDITIONAL DECORATIVE LIGHTING DOWNTOWN (EX. CANOPY LIGHTING ACROSS THE STREET OR BETWEEN FAÇADE AND TREES/LIGHT POLES). INSTALL ADDITIONAL ELECTRICAL CONDUITS AS OPPORTUNITIES ARISE.				
PROJECT : ADOPT DOWNTOWN STREETScape MASTER PLAN	TASK	COORDINATION	TIME LINE	COST
ON-GOING	REVIEW/UPDATE DOWNTOWN STREETScape MASTER PLAN FOR CONFORMANCE WITH COMP PLAN 2035, AND TASK FORCE RECOMMENDATIONS	CD DEPARTMENT, PARKS DEPARTMENT, PW DEPARTMENT	SPRING/SUMMER 2018	\$25K HOLIDAY DÉCOR \$15K
SHORT TERM	ADOPT DOWNTOWN STREETScape MASTER PLAN	CITY COUNCIL	WINTER 2018	MINIMAL
MEDIUM TERM	IMPLEMENT STREETScape MASTER PLAN	CD DEPARTMENT, PARKS DEPARTMENT, PW DEPARTMENT	SUMMER 2019 AND BEYOND	PROJECT BASED
LONG TERM	EVALUATE OUTCOMES	CITY COUNCIL, ADMINISTRATION	SUMMER 2020 AND BEYOND	MINIMAL

Downtown Bloomington Task Force Implementation Work Plan
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PUBLIC SPACES/WALKABILITY

1. PARTNER WITH MCLEAN COUNTY TO ENHANCE THE PUBLIC SPACES CURRENTLY LOCATED IN FRONT OF THE LAW & JUSTICE CENTER AND AROUND THE MCLEAN COUNTY MUSEUM OF HISTORY. PRIORITIZE MAINTENANCE, CLEANLINESS, AND INSTALLATION OF DROUGHT-RESISTANT, NATIVE PLANTINGS. MAKE THESE SPACES AVAILABLE FOR CITY PROGRAMMING (EX. LAWN GAMES DURING FARMER’S MARKET, PUBLIC SEATING, LIVE MUSIC DURING FIRST FRIDAYS, ETC.)

PROJECT : PUBLIC SPACES ENHANCEMENTS (COUNTY)	TASK	COORDINATION	TIME LINE	COST
ON-GOING	DOWNTOWN PUBLIC SPACES	COUNTY, MCMOH, PARKS DEPARTMENT	ON-GOING	MINIMAL/ CONTRACT
SHORT TERM	REVIEW EXISTING SERVICE LEVELS, FUNDING AND PROVIDERS	DBA, DDD, PARKS DEPARTMENT, COUNTY, MCMOH	SUMMER 2018	MINIMAL
MEDIUM TERM	COORDINATE ENHANCEMENT PLANS	DBA, DDD, PARKS DEPARTMENT, COUNTY, MCMOH	FALL 2018 AND BEYOND	MINIMAL/ CONTRACT
LONG TERM	EVALUATE OUTCOMES	COUNTY, MCMOH, CITY COUNCIL, ADMINISTRATION	SUMMER 2019 AND BEYOND	MINIMAL

Downtown Bloomington Task Force Implementation Work Plan
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2. TRANSITION FROM A STREETS/SIDEWALKS MODEL TO A "SHARED SPACE" MODEL IN THE DOWNTOWN CORE. THIS ALLOWS FULL USE OF THE PUBLIC RIGHT-OF-WAY BY ALL USERS, CREATES A UNIQUE ENVIRONMENT, AND HONORS OUR HISTORIC PAST. EXPLORE OPPORTUNITIES CREATED BY PROPOSED RESURFACING OF JEFFERSON STREET AND FRONT STREET IN 2018.				
PROJECT : "SHARED SPACE" MODEL (JEFFERSON STREET)	TASK	COORDINATION	TIME LINE	COST
ON-GOING	MAINTENANCE/RE-SURFACING	PW DEPARTMENT	SUMMER 2018	\$30K
SHORT TERM	EXISTING CONDITIONS ANALYSIS	PW DEPARTMENT	SPRING 2018	COMPLETE
MEDIUM TERM	PUBLIC OUTREACH	CD DEPARTMENT, PARKS DEPARTMENT, PW DEPARTMENT, DBA, DDD	SUMMER/FALL 2018	\$3K
MEDIUM TERM	DESIGN	PW DEPARTMENT, DBA, DDD, CD DEPARTMENT, PARKS DEPARTMENT	FALL/WINTER 2018	PROJECT BASED
LONG TERM	BIDDING/CONSTRUCTION	PW DEPARTMENT	SPRING/SUMMER 2019	PROJECT BASED
PROJECT : "SHARED SPACE" MODEL (FRONT STREET)	TASK	COORDINATION	TIME LINE	COST
ON-GOING	MAINTENANCE/RESURFACING	PW DEPARTMENT	SUMMER 2018	\$280K
SHORT TERM	MONITOR CONNECT TRANSIT TRANSFER STATION SITE ANALYSIS	PW DEPARTMENT	SPRING/SUMMER 2018	MINIMAL
MEDIUM TERM	PUBLIC OUTREACH	PW DEPARTMENT, DBA, DDD, CD DEPARTMENT, PARKS DEPARTMENT	SUMMER 2019 AND BEYOND	\$5K
LONG TERM	EVALUATE OUTCOMES OF JEFFERSON STREET "SHARED SPACE" MODEL	PW DEPARTMENT, DBA, DDD, CD DEPARTMENT, PARKS DEPARTMENT	SUMMER 2019 AND BEYOND	MINIMAL

Downtown Bloomington Task Force Implementation Work Plan
June 25, 2018

3. INSTALL BRICK OR STAMPED CONCRETE CROSSWALKS. ALTERNATIVE: DECORATIVE PAINTED CROSSWALKS.				
PROJECT : ADOPT DOWNTOWN STREETScape MASTER PLAN	TASK	COORDINATION	TIME LINE	COST
ON-GOING	REVIEW/UPDATE DOWNTOWN STREETScape MASTER PLAN FOR COMPLIANCE WITH COMP PLAN AND TASK FORCE RECOMMENDATIONS	CD DEPARTMENT, PARKS DEPARTMENT, PW DEPARTMENT	WINTER 2018	\$25K DUPLICATE COST
SHORT TERM	ADOPT DOWNTOWN STREETScape MASTER PLAN	CITY COUNCIL	SPRING 2019	MINIMAL
MEDIUM TERM	IMPLEMENT STREETScape MASTER PLAN	CD DEPARTMENT, PARKS DEPARTMENT, PW DEPARTMENT	SUMMER 2019 AND BEYOND	PROJECT BASED
LONG TERM	EVALUATE OUTCOMES	CITY COUNCIL, ADMINISTRATION	SUMMER 2020 AND BEYOND	MINIMAL
4. REEXAMINE PERMITTING REQUIREMENTS FOR OUTSIDE SEATING AND SIDEWALK RETAIL TO ENCOURAGE GREATER USE OF THE PUBLIC RIGHT-OF-WAY BY DOWNTOWN BUSINESSES WITHOUT BLOCKING PEDESTRIAN MOVEMENT				
PROJECT : ADOPT REVISED ENCROACHMENT PERMIT REGULATIONS	TASK	COORDINATION	TIME LINE	COST
ON-GOING	ADMINISTER CHAPTER 38 OF CITY CODE REGARDING PUBLIC RIGHT-OF-WAY (SIDEWALK CAFES, ETC.)	CD DEPARTMENT, PW DEPARTMENT, LEGAL DEPARTMENT	ON-GOING	MINIMAL
SHORT TERM	RESEARCH ENCROACHMENT PERMIT OPPORTUNITIES (CAFES, RETAIL, FURNITURE, SIGNS ON SIDEWALKS/R.O.W)	CD DEPARTMENT, PW DEPARTMENT, LEGAL DEPARTMENT	SUMMER/FALL 2018	MINIMAL
MEDIUM TERM	IMPLEMENT ENCROACHMENT PERMIT REGULATIONS	CD DEPARTMENT, PW DEPARTMENT, LEGAL DEPARTMENT	FALL 2018	MINIMAL/ FEE COST RECOVERY
LONG TERM	EVALUATE OUTCOMES	CITY COUNCIL, ADMINISTRATION	SUMMER 2019 AND BEYOND	MINIMAL

Downtown Bloomington Task Force Implementation Work Plan
June 25, 2018

PUBLIC PARKING				
1. MOVE ALL CITY AND COUNTY OWNED VEHICLES INTO COVERED PARKING GARAGES TO MAKE SURFACE LOT SPACES AVAILABLE FOR DOWNTOWN VISITORS. EXPLORE OPPORTUNITIES FOR SHARED USE OF PRIVATE SURFACE PARKING LOTS TO MAXIMIZE USAGE.				
PROJECT : MUNICIPAL VEHICLE PARKING*	TASK	COORDINATION	TIME LINE	COST
ON-GOING	ADMINISTER CHAPTER 29 OF CITY CODE REGARDING PARKING ENFORCEMENT	FACILITIES	ON-GOING	COMPLETE
SHORT TERM	IMPLEMENT MUNICIPAL VEHICLE PARKING PROGRAM	FACILITIES	SPRING 2018	COMPLETE
MEDIUM TERM	REFINE POLICY/PROCEDURES	FACILITIES	FALL 2018	MINIMAL
LONG TERM	EVALUATE OUTCOMES	CITY COUNCIL, ADMINISTRATION	SUMMER 2019 AND BEYOND	MINIMAL
2. REMOVE ONE LANE OF TRAFFIC ON BOTH MAIN AND CENTER STREETS WITHIN THE CORE OF DOWNTOWN BLOOMINGTON. CHANGE PARALLEL PARKING SPOTS ALONG MAIN AND CENTER TO DIAGONAL PARKING SPOTS TO INCREASE THE NUMBER OF ON-STREET SPOTS. INSTALL LOADING ZONES TO PREVENT VEHICLE CONGESTION. INCLUDE ONE "SHORT TERM" PARKING SPOT ON EACH BLOCK OF MAIN STREET AND CENTER STREET (EX. 15 MINUTE PARKING). LENGTHEN ENFORCEMENT OF ON-STREET PARKING TIME LIMITS.				
PROJECT : ON STREET PARKING REALIGNMENTS	TASK	COORDINATION	TIME LINE	COST
ON-GOING	EXISTING CONDITIONS ANALYSIS	PW DEPARTMENT	SPRING 2019	MINIMAL
SHORT TERM	PUBLIC OUTREACH	CD DEPARTMENT, PARKS DEPARTMENT, PW DEPARTMENT, DBA, DDD	SUMMER 2019	\$5K
MEDIUM TERM	DESIGN AND PUBLIC HEARING	PW DEPARTMENT, DBA, DDD, CD DEPARTMENT, PARKS DEPARTMENT	FALL/WINTER 2019	PROJECT BASED
LONG TERM	BIDDING/CONSTRUCTION	PW DEPARTMENT	SPRING/SUMMER 2020	PROJECT BASED

Downtown Bloomington Task Force Implementation Work Plan
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3. MOVE FORWARD WITH PARKING NEEDS STUDY, INCLUDE ANALYSIS OF FUTURE INSTALLATION OF PARKING METERS.				
PROJECT: PARKING NEEDS STUDY*	TASK	COORDINATION	TIME LINE	COST
ON-GOING	ADMINISTER CHAPTER 29 OF CITY CODE REGARDING PARKING ENFORCEMENT	FACILITIES	ON-GOING	MINIMAL
SHORT TERM	RESEARCH PARKING NEEDS STUDY	FACILITIES	WINTER 2018	MINIMAL
MEDIUM TERM	ADOPT/IMPLEMENT PARKING NEEDS PROGRAM RECOMMENDATIONS	CITY COUNCIL, FACILITIES	FALL 2019	PROJECT BASED
LONG TERM	EVALUATE OUTCOMES	CITY COUNCIL, ADMINISTRATION	SUMMER 2020 AND BEYOND	MINIMAL

Downtown Bloomington Task Force Implementation Work Plan
June 25, 2018

AREAS OF ADDITIONAL OPPORTUNITY

1. PARTNER WITH TOWN OF NORMAL, ILLINOIS DEPARTMENT OF TRANSPORTATION, AND MCLEAN COUNTY ECONOMIC DEVELOPMENT COUNCIL TO PURSUE STATE AND FEDERAL FUNDING FOR THE MAIN STREET CORRIDOR PLAN.

	TASK	COORDINATION	TIME LINE	COST
ON-GOING	MAIN STREET TRANSPORTATION IMPROVEMENT FEASIBILITY STUDY (DRAFT)	CD DEPARTMENT, PW DEPARTMENT, TOWN OF NORMAL, MCRPC	ON-GOING	MINIMAL
SHORT TERM	REVIEW/UPDATE MAIN STREET TRANSPORTATION IMPROVEMENT FEASIBILITY STUDY	CD DEPARTMENT, PW DEPARTMENT, TOWN OF NORMAL, MCRPC, IDOT	SUMMER/FALL 2019	\$100K SPLIT 3-WAY?
MEDIUM TERM	ADOPT/IMPLEMENT MAIN STREET TRANSPORTATION IMPROVEMENT FEASIBILITY STUDY	CD DEPARTMENT, PW DEPARTMENT, TOWN OF NORMAL, MCRPC, IDOT	WINTER 2019	PROJECT BASED
LONG TERM	EVALUATE OUTCOMES	CITY COUNCIL, ADMINISTRATION	SUMMER 2020 AND BEYOND	MINIMAL

2. INSTALL PUBLIC RESTROOMS.

	TASK	COORDINATION	TIME LINE	COST
ON-GOING	DOWNTOWN PUBLIC RESTROOMS	PRIVATE BUSINESS, AGENCIES, DBA, DDD, FACILITIES, COUNTY	ON-GOING	MINIMAL
SHORT TERM	PUBLIC EDUCATION ON AVAILABLE DOWNTOWN PUBLIC RESTROOMS	DBA, DDD, FACILITIES	SPRING 2018	MINIMAL
MEDIUM TERM	PUBLIC RESTROOM SITE ANALYSIS, FACILITY DESIGN, BIDDING	DDD, FACILITIES, PW DEPARTMENT	SUMMER 2019 - SPRING 2020	MINIMAL
LONG TERM	PUBLIC RESTROOM INSTALLATION	FACILITIES, PW DEPARTMENT	SUMMER 2020	4/\$90K \$100K O/M

Downtown Bloomington Task Force Implementation Work Plan
June 25, 2018

3. INSTALL PERMANENT PUBLIC RECYCLING BINS.				
	TASK	COORDINATION	TIME LINE	COST
ON-GOING	TRASH BIN COLLECTION	PW DEPARTMENT	ON-GOING	MINIMAL
SHORT TERM	PUBLIC RECYCLING BIN SITE ANALYSIS, DESIGN	DBA, DDD, PW DEPARTMENT	SUMMER 2018	MINIMAL
MEDIUM TERM	BIDDING/PURCHASE RECYCLING BINS	EAC, PW DEPARTMENT	FALL 2018	EAC GRANT
LONG TERM	PUBLIC RECYCLING BIN INSTALLATION	PW DEPARTMENT	SPRING 2020	\$900/PER
4. SUPPORT PRIVATE EFFORTS TO ADDRESS HOMELESS IN THE DOWNTOWN AREA. (EX. CHANGE TO MAKE CHANGE).				
	TASK	COORDINATION	TIME LINE	COST
ON-GOING	BLOOMINGTON HOMELESS COMMITTEE	HOMELESS COMMITTEE, DBA, DDD, BPD	ON-GOING	MINIMAL
SHORT TERM	IMPLEMENT DOWNTOWN CARES PROGRAM, SUPPORTS IMMEDIATE NEEDS SERVICES	HOMELESS COMMITTEE, DBA, DDD, POLICE DEPARTMENT	SUMMER/FALL 2018	MINIMAL
MEDIUM TERM	CONTINUE COMMUNITY EDUCATION, AWARENESS OF HOMELESSNESS AND AVAILABLE SERVICES	HOMELESS TASK FORCE, DBA, DDD, POLICE DEPARTMENT	FALL 2018	MINIMAL
LONG TERM	EVALUATE OUTCOMES	CITY COUNCIL, ADMINISTRATION	SUMMER 2019 AND BEYOND	MINIMAL

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5. EMPOWER HISTORIC PRESERVATION COMMISSION TO EVALUATE BUILDINGS IN DOWNTOWN FOR AN S-4 DESIGNATION.				
	TASK	COORDINATION	TIME LINE	COST
ON-GOING	ADMINISTER CHAPTER 44 OF CITY CODE REGARDING HISTORIC PRESERVATION COMMISSION AND HISTORIC PRESERVATION DISTRICTS	HISTORIC PRESERVATION COMMISSION, PLANNING COMMISSION, CD DEPARTMENT, LEGAL DEPARTMENT	ON-GOING	MINIMAL
SHORT TERM	REEVALUATION OF THE EXISTING DOWNTOWN NATIONAL REGISTER DISTRICT SURVEY	CONSULTANT, HISTORIC PRESERVATION COMMISSION, CD DEPARTMENT	WINTER 2018	\$25K
MEDIUM TERM	ACCEPT UPDATED DOWNTOWN NATIONAL REGISTER DISTRICT SURVEY	CD DEPARTMENT, PW DEPARTMENT, LEGAL DEPARTMENT	SPRING 2019	MINIMAL
LONG TERM	SUPPORT LOCAL LANDMARKS AND DISTRICTS WHERE APPROPRIATE. CONTINUE RESEARCH ON PRESERVATION OPPORTUNITIES	DBA, HISTORIC PRESERVATION COMMISSION, PLANNING COMMISSION CITY COUNCIL, CD DEPARTMENT, LEGAL	ON-GOING	MINIMAL
6. ADOPT ZONING CHANGES THAT SUPPORT DEVELOPMENT CONSISTENT WITH A DOWNTOWN DISTRICT.				
	TASK	COORDINATION	TIME LINE	COST
ON-GOING	ADMINISTER CHAPTER 44 OF CITY CODE REGARDING ZONING	PLANNING COMMISSION, CD DEPARTMENT, LEGAL DEPARTMENT	ON-GOING	MINIMAL
SHORT TERM	UPDATE CHAPTER 44	PLANNING CONSULTANT, PLANNING COMMISSION, CD DEPARTMENT, LEGAL DEPARTMENT	ON-GOING THRU FALL 2018	\$125K IN PROGRESS
MEDIUM TERM	ADOPT CHAPTER 44 UPDATES	PLANNING COMMISSION, CITY COUNCIL, CD DEPARTMENT, LEGAL DEPARTMENT	SUMMER 2018	MINIMAL
LONG TERM	EVALUATE OUTCOMES	CITY COUNCIL, ADMINISTRATION	SUMMER 2019 AND BEYOND	MINIMAL

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7. CONTINUE EFFORTS TO IMPROVE WAYFINDING IN DOWNTOWN THROUGH ADDITIONAL SIGNAGE.				
	TASK	COORDINATION	TIME LINE	COST
ON-GOING	ADMINISTER CHAPTER 38 OF CITY CODE REGARDING PUBLIC RIGHT-OF-WAY (SIDEWALK CAFES, ETC.)	CD DEPARTMENT, PW DEPARTMENT, LEGAL DEPARTMENT	ON-GOING	MINIMAL
SHORT TERM	BIDDING WAYFINDING PROGRAM	CD DEPARTMENT, PW DEPARTMENT, LEGAL DEPARTMENT, DOWNTOWN SIGNAGE COMMITTEE	FALL 2018	IN PROGRESS
MEDIUM TERM	IMPLEMENT WAYFINDING PROGRAM (PHASE 1 AND PHASE 2)	CD DEPARTMENT, PW DEPARTMENT, LEGAL DEPARTMENT	SPRING 2019	\$440K
LONG TERM	EVALUATE OUTCOMES	CITY COUNCIL, ADMINISTRATION	SUMMER 2019 AND BEYOND	MINIMAL
8. PLACE A HIGH PRIORITY ON MODERNIZING INFRASTRUCTURE IN THE DOWNTOWN AREA.				
	TASK	COORDINATION	TIME LINE	COST
ON-GOING	MAINTAIN PUBLIC DOWNTOWN PUBLIC INFRASTRUCTURE	FACILITIES, PW DEPARTMENT, COUNTY, IDOT	ON-GOING	PROJECT BASED
SHORT TERM	ANNUALLY EVALUATE DOWNTOWN CAPITAL IMPROVEMENT PROGRAMING	FACILITIES, PW DEPARTMENT	ON-GOING	PROJECT BASED
MEDIUM TERM	IMPLEMENT PLANS, POLICIES, PROCEDURES FOR MODERNIZING INFRASTRUCTURE	FACILITIES, PW DEPARTMENT	ON-GOING	PROJECT BASED
LONG TERM	EVALUATE OUTCOMES	CITY COUNCIL, ADMINISTRATION	ON-GOING	MINIMAL



REGULAR AGENDA ITEM NO. 8H-A

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of the Purchase of four (4) pieces of equipment required for two (2) Knuckleboom Trucks with Chassis from National Auto Fleet Group, using the National Joint Powers Alliance Joint Purchasing Contract, in the amount of \$308,819.96, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The purchase of four (4) pieces of equipment required for two (2) Knuckleboom Trucks (two (2) Pac-Mac Knuckleboom Model KBF-20HJ and TKB2030 Scow Body Trucks, using the National Joint Powers Alliance (NJPA) (Contract #031014HOL-MAC), in the amount of \$129,463.96, and two (2) 2018 Kenworth Model T370 Chassis from National Auto Fleet Group in the amount of \$179,356.00, using the National Joint Powers Alliance (NJPA) (Contract #801716-KTC, expires 11/15/2020)), for a total of \$308,819.96, be approved, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: Public Works is recommending the purchase of two (2) Knuckleboom Trucks with Chassis in the amount of \$308,819.96, in order to accommodate changes made to the Solid Waste Fees and Service Levels in February 2018. Public Works crews continue to collect brush every other week with bulk waste scheduled for spring and fall collection at no extra cost. In addition, Solid Waste Program users have the ability to request curbside collection outside of the spring and fall Collection Periods at a cost of \$25.00 per bucket.



Knuckleboom truck with chassis

In order to become more efficient in these processes, Staff researched Alternative Collection Methods and recommends the purchase of Knuckleboom Trucks to collect brush. The new units will have a 30 cubic yard bed capacity compared to the 12 cubic yard capacity of the dump trucks that are currently utilized. This is 2.5 times the capacity which will reduce the number of trips to the brush drop off facility. The Knuckleboom allows the trucks to load brush directly into the bed eliminating the need for a wheel loader.

National Joint Power Alliance (NJPA) is a government agency offering competitively solicited contracts for use by education, government, and nonprofits. Cooperative contracts mean volume discounts. The City has been a member for several years and has made a number of purchases through them over the years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The FY 2019 Adopted Budget includes \$326,000 in the Capital Lease-Capital Outlay Licensed Vehicles account (40110139-72130). The new units will cost \$308,819.96.00. These are included in the FY 2019 Adopted Budget Books which are in the process of being completed with data for years FY 2020-FY 2023.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance
Michael Hill, Miscellaneous Technical Assistant

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Proposal Knucklebooms
- Specifications Knucklebooms
- Quote Knucklebooms
- Presentation Knucklebooms

Kenworth NJPA Contract# 081716-KTC

Pac-Mac NJPA Contract# 031014HOL-MAC

New Truck Proposal – Knuckleboom Truck Specifications

May 30, 2018

Contact: Rob Krones

Contact: Jeni Nussbaum

Buyer Information: City of Bloomington

Medium Duty Truck Sales

Address: 109 East Olive St. Bloomington, IL 61701

200 W. Northtown Rd. Normal, IL 61761

Phone: 309-454-9638

309.452.8392 jeninussbaum@cittrucks.com

Kenworth Specifications

2019 Kenworth T370 4x2/ 272" wheelbase/204" cab to axle/
 Paccar PX9 350 HP/ horizontal exhaust/2-speed fan Hub/3 batteries/
 body builder harnesses/jump start Terminals/Allison 3000 RDS 6-Speed/Dana
 14.6 front axle rated at 14.6k/14.6k Bendix brakes/slack Adjusters/14.6k power
 steering gear/Dana S30-190 rear axle rated at 30k/16 ½ x 7" brakes/
 slack Adjusters/ 4S-4M anti-lock brake system/Reyco 79KB rear Suspension rated at 31k/
 front tires-Goodyear G291 315-80R22.5/ rear tires-Goodyear G289 315/80R22.5/steel
 Wheels powder coat white/frame-10 5/8 x 3 ½ x 5/16 /frame RBM 1,776,000 in-lbs per
 rail /Full frame insert/ /battery box LH side under cab
 /56 gal fuel tank mtd RH under cab/11 gallon DEF tank mtd LH Under cab/
 /4 spare Switches/Driver seat air HB vinyl/Passenger seat air IB vinyl/
 AM-FM-WB-USB-Bluetooth radio/single air horn under Cab/aerodynamic chrome
 heated & powered mirrors/power windows/ LED marker lights/halogen headlights/
 Sw. & wiring for C/I light bar/wiring for trailer elec. brake controller/
 circuit breakers/Bendix air dryer/ Paint- White L0006 base coat clear coat.

Sales Price	\$87,160.00
Extended Warranties	\$2,518.00
Body Price	\$64,731.98
Freight	Included
Total	\$154,409.98

Extended Warranties:
 Basic Vehicle 5 yrs/100,000 Miles
 Engine/Aft. 5 yrs/100,000 Miles
 Allison 5 yrs/Unlimited Miles

 CIT Representative

 Signature of Buyer PO#

Payment due upon delivery





CIT Trucks, LLC C250
200 W. Northtown Road

City of Bloomington
109 East Olive Street

Normal, Illinois United States 61761
Phone: (309) 452-8392
Fax:
Email:

Bloomington, Illinois United States 61701
Phone: (309) 434-2333
Fax:
Contact Email:
Prepared for: Rob Krones

Vehicle Summary

Unit		Chassis	
Model:	T370 SERIES	Fr Axle Load (lbs):	14600
Type:	CONVENTIONAL	Rr Axle Load (lbs)	27120
Description:	FULL TRUCK	G.C.W. (lbs):	41720
	Knuckleboom	Road Conditions:	
Intended Serv.:	Application Snowplow. Vehicles which are configured for	Class A (Highway)	84
Commodity:	Gravel/crushed rock/sand	Class B (Hwy/Mtn)	15
		Class C (Off-Hwy)	01
		Class D (Off-Road)	00
Type:	Body End dump	Maximum Grade:	6
Length (ft):	20.0	Wheelbase (in):	272
Height (ft):	12.0	Overhang (in):	96
Max Laden Weight (lbs):	4000	Fr Axle to BOC (in):	68
		Cab to Axle (in):	204
		Cab to EOF (in):	300
No. of Trailer Axles:	0	Overall Comb. Length (in):	409
Type:		Special Req.	
Length (ft):	0.0	U.S. Domestic Registry, 50-State	
Height (ft):	0.0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
	Restrictions		
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

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

	Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com .
	PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

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Effective Date: Jul 1, 2017
Prepared by: ID: jeninussbaum

Complete

Model Number: T370 SERIES CONVENTIONAL
Quote/DTPO/CO: Q81325053
Version Number: 40.30



CIT Trucks, LLC C250
200 W. Northtown Road

City of Bloomington
109 East Olive Street

Normal, Illinois United States 61761
Phone: (309) 452-8392
Fax:
Email:

Bloomington, Illinois United States 61701
Phone: (309) 434-2333
Fax:
Contact Email:
Prepared for: Rob Kroner

Data	Code	Description	\$ List	Weight
Model				
0000370	O	T370 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.	87,678	9,642
0070006	O	T370 Class 7: medium-duty Conventional.	0	0
0080075	O	Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.	0	0
0090015	O	Medium-duty 4x2 automatic.	0	0
0091042	O	Gravel/crushed rock/sand	0	0
0093025	O	Snowplow. Vehicles which are configured for mounting a snowplow to the front. May also have dump or other body. Typically includes some operation off of paved roads. Road usage: majority of Class A & B, do not code for Class D.	0	0
0095010	O	End dump	0	0
0098025	O	U.S. Domestic Registry, 50-State	0	0

Engine & Equipment

0129552	O	PACCAR PX-9 350 2017 350@2000 340@2100 1000@1400 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 70...Maximum Accelerator Pedal Vehicle Speed N09280 P16 0...Accelerator Lower Droop N09300 P19 70...Maximum Cruise Speed N09320 C143 0...Cruise Control Lower Droop 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	12,534	555
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Data	Code	Description	\$ List	Weight
		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		
1000155	O	Prospector version 41.2 Replaces Prospector version 41.1	0	0
1000684	O	Effective VSL Setting NA	0	0
1000858	O	Engine Idle Shutdown Timer Disabled	0	0
1000859	O	Enable EIST Ambient Temp Override	0	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0	0
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And 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	442	0
1121200	S	Cooling module: 1000 square inches T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0	0
1247142	O	Exhaust: 2017 EPA Horizontal Series DPF/SCR For PX-9 w/ Horizontal Tailpipe Below RH Rail.	0	2
1321145	O	Fuel Filter:Fleetguard FS1003 Fuel/Water Separator for PX-9	0	0
1321200	O	Run Aid:None *For Fuel Filter	0	0
1321300	O	Start Aid:None *For Fuel Filter	0	0
1500035	O	Engine block heater plug mounted LH fender bracket.	22	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 .	110	2
1816260	S	Alternator: PACCAR 160 amp, brush type	0	0
1821210	O	Batteries: 3 PACCAR GP31 threaded post (700-730) 2100-2190 CCA dual purpose.	163	57

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Data	Code	Description	\$ List	Weight
1836100	S	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.	38	0
1900996	O	Jump start terminals under hood.	181	0
Transmission & Clutch				
2011205	O	Transmission: Allison 3000RDS 6-speed w/PTO drive gear. 5th Gen controls. 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. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	11,676	291
2406820	O	Driveline: 4 SPL170XL 3 centerbearing requires 3500057 interaxle driveline.	2,664	235
2409918	O	Three bolted centerbearing crossmembers. This option upgrades existing crossmembers. 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.	231	19
2410018	O	Torque converter included w/Allison Transmission.	0	0
2410204	O	Delete Allison FuelSense	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.	72	0
Front Axle & Equipment				
2503463	O	Dana Spicer E-1462I Front Axle rated 14.6K 3-1/2in. drop.	418	30
2603006	S	Front brakes included w/ front hub package.	0	0
2701000	S	Air Brake: 14,600 lb. package includes Bendix 16-1/2 x5 brakes, cast drums, aluminum 10-bolt hub pilot LMS hubs, hubcaps, oil seals & automatic slack adjusters. For use w/ 22-1/2in. wheels.	0	0
2864022	O	Front Springs: Taperleaf 14.6K w/ shock absorbers for use on 2010+ chassis only.	266	80
2895091	O	Single power steering gear: 14.6K.	419	9

Rear Axle & Equipment

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Data	Code	Description	\$ List	Weight
3081093	O	Single Dana Spicer S30-190 rear axle; 30K capacity rated at 30K. Single rear axle with 74in. track, outer ends included w/ axle.	6,483	311
3200614	O	Rear Axle Ratio - 6.14.	0	0
3300000	S	Single rear brakes included w/rear hub package.	0	0
3403004	O	30K air brake package includes 16-1/2x7 in. brakes, cast drums, iron 10-bolt hub pilot hubs and slack adjusters.	0	0
3485008	O	Spring Brake: 3036 single.	81	8
3495226	S	Bendix 4S/4M anti-lock brake system.	0	0
3531001	O	Wheel Differential Lock for Dana Spicer Axles S21-170, S21-190, S23-170, S23-190, S26-190 & S30-190; adds D to the end of the axle part number.	908	28
3666435	O	Rear suspension: single Reyco 79KB multileaf 31K. 28K spring plus helper. Laden height 8.9 inches, unladen height 11.7 inches. Not available with shocks or swaybars. Not rear air disc brake compatible.	1,089	196
3836315	O	Bolted rear suspension crossmembers for Reyco 79KB. Replaces T3 standard.	88	41

Tires & Wheels

4038810	O	Front tires: 2 Goodyear G751 MSA 12R22.5 16PR 43.2in. diameter. Steer/all position on/off highway tire. 20.3 SLR.	669	64
4238684	O	Rear tires: Goodyear G182 RSD 12R22.5 16PR. 43.4 in. diameter, all position. 20.4 in. SLR. Code is priced per pair of tires.	918	128
4900004	O	Rear Tire Quantity: 4	0	0
5042285	O	Front Wheel: Accuride 50344 22.5x8.25 steel Steel Armor[TM] powder coat, hub-pilot mount.heavy-duty 5 hand-hole hub pilot mount.	74	20
5242367	O	Rear 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. Code is priced per pair of wheels.	824	158
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
5900004	O	Rear Wheel/Rim Quantity: 4	0	0

Frame & Equipment

6054630	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 381 in. to 428 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.	730	489
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Data	Code	Description	\$ List	Weight
6141650	O	Full Steel Insert for 10-5/8 in. or 10-3/4 in. main rail. Insert length is >348 - 480 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.	1,881	754
6308710	S	Bumper: Aerodynamic, Painted. Requires a bumper setting code.	0	0
6319409	S	40.9 in. Bumper setting. Requires a bumper code.	0	0
6321005	O	Removable Front Tow Hooks: 2.	250	15
6390103	S	Front mudflaps.	0	0
6391201	O	Custom Frame Layout: one chassis	1,380	0
6404411	O	Battery box: Narrow steel parallel under cab with aluminum diamond plate cover with step. LH under cab. Battery box is 150 mm narrower than the standard battery box. Use with two or three batteries and small round DEF tank LH under cab. Air tanks will be frame mounted. Air dryer must be frame mounted or under the hood. Use with RH under exhaust.	298	-25
6409901	O	Battery box location: LH Side.	0	0
6490123	O	Five-piece bolted crossmember assembly with 12mm frame fasteners, center and rear frame.	169	-22
6490430	O	Bolted Rear Cab Support Crossmember. Replaces T3 standard.	131	17
6679911	O	Component Restriction: Do Not Drive- Unit may be decked.	0	0
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0	0

Fuel Tanks & Equip

7010056	O	Fuel Tank: 56 US gallon 22in. aluminum under replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.	87	-19
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.	263	0
7889061	O	Polished stainless steel tank straps for 1 tank.	61	0
7889203	O	Standard DEF to fuel fill ratio: 2:1 or greater.	0	0
7889604	O	DEF tank location is on the LH.	0	0
7910056	O	Location: 56 gal fuel tank RH under cab	0	0

Cab & Equipment

**Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.**

Printed:	5/30/2018 3:13:20 PM	Complete	Model Number:	T370 SERIES CONVENTIONAL
Effective Date:	Jul 1, 2017		Quote/DTPO/CO:	Q81325053
Prepared by:	ID: jeninussbaum		Version Number:	40.30



Data	Code	Description	\$ List	Weight
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.	30	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.	556	10
8208497	O	Four Spare Switches: Wired To Power.	134	0
8226667	O	Gauge: Oil Temperature Gauge Transmission. The NavPlus HD unit includes a virtual transmission oil temperature gauge.	34	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
8410191	O	Driver seat: Kenworth Air cushion Plus HB vinyl. 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
8480180	O	Rider seat: Kenworth Toolbox Plus IB vinyl. W/dual armrests.	52	-4
8601421	O	Kenworth Radio with AM/FM/WB/USB and Bluetooth	352	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.	23	0
8700154	O	Self cancelling turn signal: W/head light dimmer switch .	21	0
8800200	S	Cab access contoured grabhandles, LH/RH.	0	0

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Data	Code	Description	\$ List	Weight
8800400	O	Grabhandle: LH inside door frame above dash.	29	0
8800401	O	Grabhandle: RH inside door frame above dash.	29	2
8832115	O	Daylite Door: LH/RH includes RH peeper window	0	0
8841411	O	Single air horn under cab.	102	3
8850300	S	Look-Down, Pass. Door, Stainless 8.5x4.4	0	0
8850817	O	Mirror: Dual Fender Mounted, Round Convex	219	8
8865001	O	Mirror: Dual Kenworth aerodynamic heated motorized 7 in. x 13 in. mirror w/ chrome shell. LH/RH convex mirrors 5 in. x 7 in. heated. Mirror brackets set for 8 1/2 ft load width. Switch located on door pad.	385	26
8879213	O	Electric-powered LH & RH door window lifts. Switch located on door.	119	0
8879911	O	Two corner & one rear cab stationary windows 17.5 in. x 16 in. (two) & 17 in. x 36 in. (one).	553	24

Lights & Instruments

9010801	S	Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam	0	0
9022137	O	Marker Lights: Five, rectangular, LED	97	0
9030010	S	Turn Signal Lights: Mounted on fender	0	0
9070138	S	Combination Stop, Tail, Turn & Backup Lights RH & LH.	0	0
9080202	O	Switch & Wiring: Customer-installed dual beacon lights w/o insulators. Coiled wire behind dash.	89	1
9090000	O	Daytime Running Lamps.	162	0
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	105	4
9090151	O	Wiring:Cust. Install Trlr Elec. Brake Controller. Class 8/T4 Content Includes Dash Signals: Ignition Power (20A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To EOF Junction Box. These Signals Are Located Near The NavPlus HD Area. No Need To Code For An Additional End of Frame Junction Box. EOF Junction Box Signals Are: Ground, Tail Lamp, Marker Lamp, Left Turn, Right Turn, Stop Lamp and Electric Trailer Brake Controller Wired To Dash. Medium Duty (not T4) Content Includes A MP 280 Series Connector In Dash Near Driver Door Connections With Signals: Battery Power (40A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To Chassis Connector. Medium Duty (not T4) 2 Way Deutsch Chassis Connector Located Near Back of Cab, With Signals: Ground and Electric Trailer Brake Controller Wired To Dash Connector.	132	1
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.	110	0

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Data	Code	Description	\$ List	Weight
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers 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.	36	0
Air Equipment				
9101023	O	Air dryer: Bendix AD-SP heated. With 2010 engine installations the dryer is mounted under the hood.	0	0
9140288	O	Air tanks: clear of transmission area. This code requires the use of a custom frame layout code.	0	0
9140328	O	Trailer ABS electric supply through SAE J560 7-pin connector per TMC RP137).	0	0
Extended Warranty				
9200008	O	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	0
9200113	O	Severe Service Medium-duty Warranty: 1-year/ 50,000 miles.	0	0
Miscellaneous				
9400072	O	Ship to Dealer.	0	0
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
9490206	O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	42	4
9490645	O	Zinc Phosphate frame rail paint processing. Requires frame rail code. Code is for 1 pair of rails.	304	0
Paint				
9700000	O	Paint color number(s). N97020 A - L0006 WHITE N97200 FRAME N0001 BLACK N97700 BUMPER L0006 WHITE	0	0
9943001	O	Bumper Painted Color A	80	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

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Total Adjusted Price (W/O Freight & Warranty & Surcharges)	\$137,311
Freight Charge	\$2,225
Options Not Subject to Discount	\$0
Surcharges Not subject to Discount	\$0
Total Weight	13170 lb

Prices and Specifications Subject to Change Without Notice.

**Unpublished options may require review/approval.
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Corporate Office
P.O. Box 2007
Maryland Heights, MO 63043
314-298-8330

Branch Office
P.O. Box 11035
Kansas City, KS 66111
913-371-8260

Branch Office
P.O. Box 692109
Tulsa, OK 74169
918-809-8011



March 22, 2018

Mr. Rob Krones
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61701

Dear Mr. Krones:

Key Equipment & Supply Company is pleased to provide a quotation for the City of Bloomington for a Pac-Mac Knuckleboom Model KBF-20HJ/TKB2030 Scow per the NJPA contract #031014HOL-MAC.

One New Pac-Mac Model KBF-20HJ/TKB2030 Scow

This unit includes Pac-Mac standard equipment:

- 10' Main Boom and 6' Tip Boom with 4' Extend, H-Style Outriggers \$ 37,716.00
- Dual Walk-thru Hydraulic Joystick Controls \$ 4,415.00
- 102" Wide Platform Deck with Ladder
- TKB2030, 20' Long, 30 CY TBS with Dual Outboard Cylinders, 6' Tall Walls \$ 17,422.00
- Scow End Body (No door) in Place of Door \$ 1,050.00
- Strobes in Rear Corner Post
- Light Bar 16" Strobe Cab Mount \$ 348.00
- Std Pac-Mac Paint- Loader/Red/black – Body/Black

Price includes delivery and start-up

Includes mounting to customer supplied chassis

Total Price	\$ 60,951.00
Less NJPA Discount	<u>\$ 1,219.02</u>
NJPA Price City of Bloomington	\$ 59,731.98

Freight, PDI, Delivery, Training, Warranty Travel by Key Equipment	<u>\$ 5,000.00</u>
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Delivered NJPA Price City of Bloomington	\$ 64,731.98 (Body Only)
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Price does not include sales, FET or Use Taxes.

NOTE: Items not listed on the quote shall not be provided by Pac-Mac. The chassis must have a 204"CA and a 96" AF. The driver's side is to have clear frame inside and outside the frame rails from the back of the cab to the rear axle. The passenger side is to have clear frame 60" behind the cab inside and outside the frame rails AND 68" from the center of the rear axle forward inside and outside the frame rails.

Pac-Mac standard warranty includes the following:

- 1 year Parts and Labor Entire Unit
- 3 year Structural Warranty
- 3 year Drive Warranty (Slewing Ring and Gear Box Only)

Thank you for your consideration of Key Equipment & Supply Company and Pac-Mac. We appreciate the opportunity to serve you. Please contact me with any questions at 309/825-4747. Please visit us on the web at www.keyequipment.com.

Sincerely,

James E. Bone
Territory Manager
Key Equipment & Supply Company



GNUCKLEBOOM PURCHASE

Jim Karch, P.E. MPA, Director of Public Works
Bloomington City Council Meeting
June 25, 2018



Pac-Mac Specs1.mp4



Why these knucklebooms?

- Public Works wants to help make bulk waste and brush pickup more efficient
- Town of Normal brought their knucklebooms over to Bloomington Public Works to demonstrate how they work
- These are the same models Normal uses, but we are only ordering two at this time
- Having the knuckleboom portion and chassis portion separate means that if one or the other goes bad, Public Works can keep the good portion and replace the bad portion

Costs

Knuckleboom 1

	Price
Pac-Mac Knuckleboom Model KBF-20HJ and TKB 2030 Scow Body Truck	\$ 64,731.98
Kenworth Model T370 Chassis	\$ 89,678.00
Subtotal	\$ 154,409.98

Knuckleboom 2

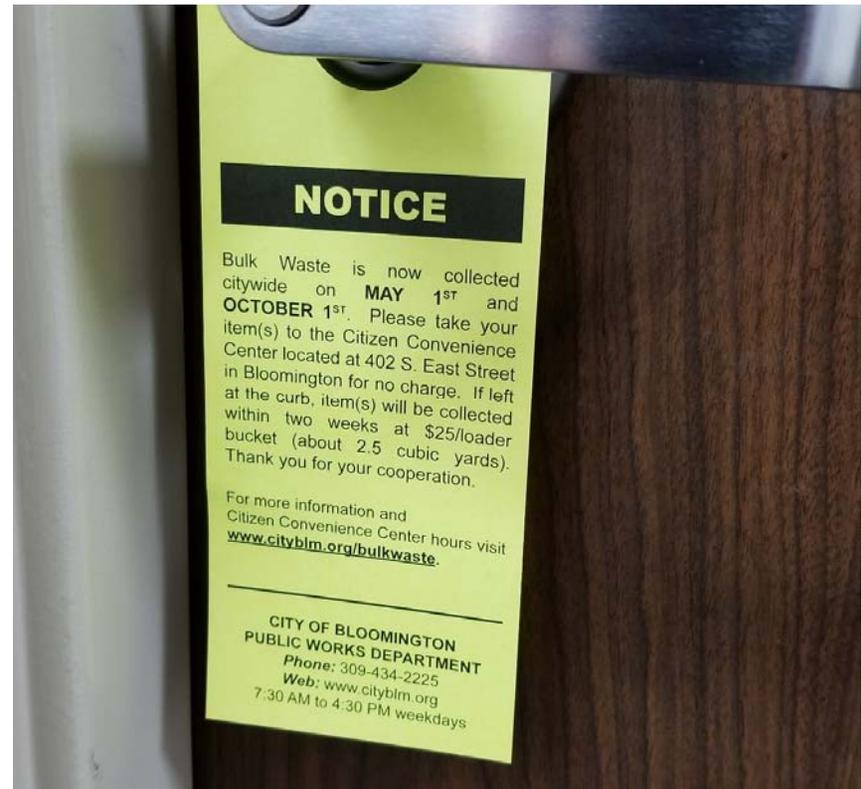
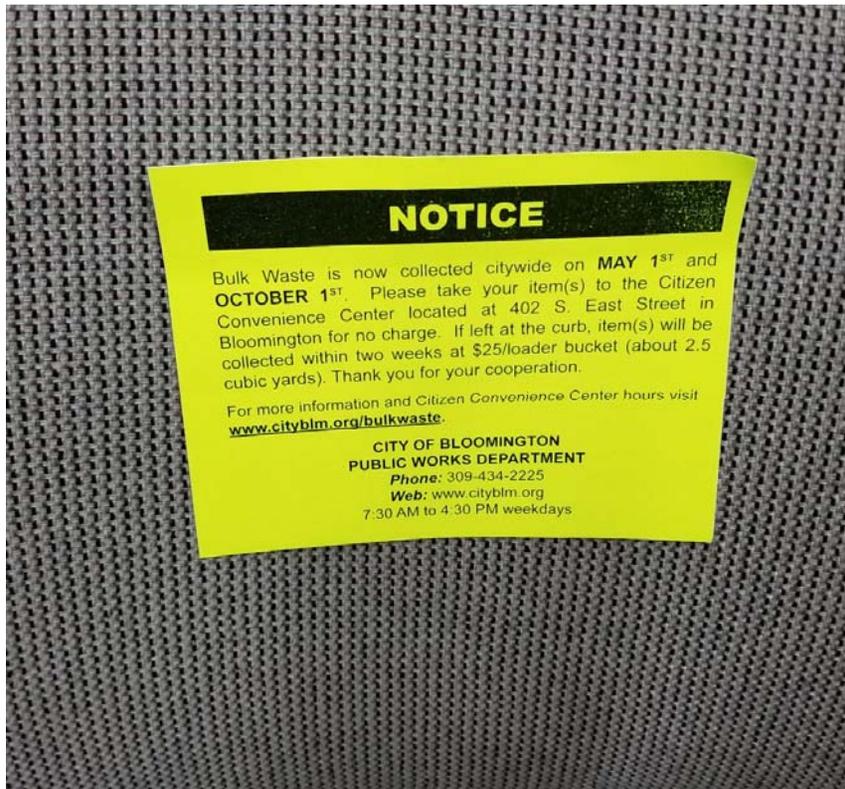
	Price
Pac-Mac Knuckleboom Model KBF-20HJ and TKB 2030 Scow Body Truck	\$ 64,731.98
Kenworth Model T370 Chassis	\$ 89,678.00
Subtotal	\$ 154,409.98

Subtotal Knuckleboom 1 \$ 154,409.98

Subtotal Knuckleboom 2 \$ 154,409.98

TOTAL \$ 308,819.96

Bulk Waste Pickup Sticker and Door Hanger





REGULAR AGENDA ITEM NO. 8H-B

FOR COUNCIL: June 25, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an MFT Resolution Approving Payments for Street Lighting Electrical Energy and Rental Charges through the FY 2019 Motor Fuel Tax (MFT) General Maintenance Program, in the amount of \$870,000, for the period May 1, 2018 through April 30, 2019, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The MFT Resolution Approving Payments for Street Lighting Electrical Energy and Rental Charges through the FY 2019 Motor Fuel Tax (MFT) General Maintenance Program (19-00000-00-GM), in the amount of \$870,000, for the period May 1, 2018 through April 30, 2019, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Public Works is recommending approval of a Resolution that authorizes \$870,000 in state Motor Fuel Tax (MFT) funds to pay a portion of the \$1,240,000 budgeted for street lighting electrical energy and rental charges for FY 2019, for the period May 1, 2018 through April 30, 2019. To allow the City to use MFT funds for street light electricity, the City must pass an MFT resolution, as is required of all state MFT spending. The remaining \$370,000 is budgeted to come from the Engineering Administration-Electricity account. These charges are paid to Ameren and Corn Belt Energy.

FY 2019 Street Lighting Electrical Energy and Rental Charges

<i>Account</i>	<i>Amount</i>
Motor Fuel Tax-Electricity (20300300-71320)	\$ 870,000.00
Engineering Administration-Electricity (10016210-71320)	\$ 370,000.00
TOTAL	\$ 1,240,000.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The FY 2019 Adopted Budget includes \$870,000 in the Motor Fuel Tax-Electricity account (20300300-71320). Stakeholders can locate \$500,000 in the FY 2019 Proposed Budget book titled “Other Funds & Capital Improvement” on pages 8, 183, and 193.

An additional \$370,000 was approved by Council at the March 12, 2018 meeting. The full \$870,000 will be reflected in the final FY 2019 Adopted Budget Books.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Michael Hill, Miscellaneous Technical Assistant

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

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Resolution FY19 MFT Street Lighting
- Estimate FY19 MFT Street Lighting
- Presentation FY19 MFT Street Lighting



Resolution for Maintenance Under the Illinois Highway Code



Table with 3 columns: Resolution Number (2018-), Resolution Type (Original), Section Number (18-00000-00-GM)

BE IT RESOLVED, by the Council of the City of Bloomington Illinois that there is hereby appropriated the sum of Eight hundred seventy thousand and 00/100 Dollars (\$870,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/18 to 04/30/19

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Bloomington shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Cherry Lawson City Clerk in and for said City of Bloomington in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Bloomington at a meeting held on 06/25/18

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this June, 2018

(SEAL)

Clerk Signature [Signature Box]

APPROVED

Regional Engineer Department of Transportation [Signature Box] Date [Date Box]

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of four(4) certified signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District Compliance Review
- District File

Instructions for BLR 14231

This form shall be used when a Municipality wants to expend funds for a maintenance period. The maintenance estimate must include all operations to be funded with Motor Fuel Tax (MFT) funds. If operations are added during the maintenance period, a revised or supplemental estimate is required. All estimates of maintenance costs must be submitted to the district for approval prior to incurring any expenses. The amount of MFT funds expended on items covered in the estimate is limited to the amount of MFT funds appropriated in the maintenance resolution. IF rental equipment is included in the estimate, BLR 12110 must also be completed and submitted.

For additional information refer to the Bureau of Local Roads and Streets Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

- Submittal Type From the drop down, choose Original (being submitted for the first time), Revised (revising a previously approved submittal), or Supplemental (addition to estimate(s) already approved).
- Local Public Agency Insert the name of the municipality.
- County Insert the name of the County in which the municipality is located.
- Maintenance Period
 - Beginning Insert the beginning date of the maintenance period. This must be 12 or 24 consecutive months. The dates must match those on the resolution.
 - Ending Insert the ending date of the maintenance period, following the above guidelines.

Estimated Cost of Maintenance Operations

To aid in determining quantities for maintenance operations, the LPA may develop their own spreadsheet containing the following information. IDOT does not provide a form for this purpose.

Location			Surface			Maintenance Operation			
Street/Road	From	To	Existing Type	Length	Width	No.	Description	Unit	Quantity

- Maintenance Operations List each maintenance operations with a consecutive operation number. If an operation is not listed MFT funds cannot be expended for that operation.
- Maint. Engineering Group From the drop down, select the group number that applies to the maintenance operation to be performed. All maintenance operations shall require one of the following group designations.
 - 1. Group I.** Services purchased without a proposal such as electrical energy or materials purchased from Central Management Services' Joint Purchasing Program (www.purchase.state.il.us) or another joint purchasing program that has been approved by the District BLRS or Central BLRS.
 - 2. Group II-A.** Routine maintenance or maintenance items that do not require competitive sealed bids according to section 12-1.02(a) or local ordinance/resolution.
 - 3. Group II-B.** Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance, limited amounts of CC&G repair, scour mitigation, pavement patching and minor drainage repairs.
 - 4. Group III.** Maintenance items that are not covered by Group I or IIB and require competitive bidding with a material proposal or a delivery and install proposal.
 - 5. Group IV.** Maintenance items that are not covered by Group I or IIB and require competitive bidding with a contract proposal.
- Insp Req. From the drop down, select 'Y' if the operation being performed requires an engineering inspection or 'N' if the operation does not need an engineering inspection.
- Item For Groups I, IIA, IIB (not performed by a formal contract), and III type operations list each item to be used in this maintenance operation. For Group IIB items being done by a formal contract and Group IV items list "by contract".
- Unit For Groups I, IIA, IIB (not performed by a formal contract), and III insert the unit of measure for each listed item.
- Quantity For Groups I, IIA, IIB (not performed by a formal contract), and III insert the estimated quantity for each listed item.
- Unit Price For Groups I, IIA, IIB (not performed by a formal contract), and III insert the estimated unit price for each listed item.
- Item Cost This is a calculated field, no entry is necessary. It calculates the quantity times the unit price.
- Est. Total Operation Cost For each operation listed, insert the total estimated cost of that operation.
- Total Estimated Maintenance Operation Cost This is a calculated field, no entry is necessary. It sums all the maintenance operations listed.

Estimated Cost of Maintenance Engineering

Preliminary Engineering	Insert the estimated cost for preliminary engineering. This will be calculated based on the maintenance engineering agreement.
Engineering Inspection	Insert the estimated cost of engineering inspection. This will be calculated based on the maintenance engineering agreement.
Material Testing	Insert the estimated cost of material testing, if applicable.
Advertising	Insert the estimated cost of advertising, if applicable.
Bridge Inspections	Insert the estimated cost of bridge inspections, if applicable. This will be calculated based on the engineering agreement.
Total Estimated Maintenance Engineering Costs	This is a calculated field, no entry is necessary. It sums all the maintenance engineering costs listed.

Maintenance Program Estimated Costs

Estimated Costs	For maintenance, insert the total estimated maintenance operation costs. For Maintenance Engineering, this will be automatically inserted based on the estimated engineering costs from the maintenance engineering table. The totals will automatically calculate.
MFT Portion	For each type insert the MFT funds estimated to be used for that type. The totals will automatically calculate.
Other Funds	For each type insert the amount of other funds estimated to be used for that type. The totals will automatically calculate.
Totals	This is a calculate field, no entry is necessary. It sums the total for estimated cost, MFT portion and other funds.
Submitted	The proper municipal official shall insert their title and date here.
Approved	Upon approval the Regional Engineer shall sign and date here.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

- Municipal Clerk
- Engineer (Municipal or Consultant)
- District Compliance Review
- District File



Paying the Light Bill: MFT Resolution for Street Lighting Electrical Energy and Rental Charges

Jim Karch, P.E. MPA
Director of Public Works
Bloomington City Council Meeting
June 25, 2018



Why do we use MFT funds for Electrical Energy and Rental Charges?

- MFT projects generally require large amounts of paperwork
- However, electrical energy and rental charges do not require as much paperwork
- This frees up other funds to be used for road projects without MFT paperwork



FY 2019 Street Lighting Electrical Energy and Rental Charges

<i>Account</i>	<i>Amount</i>
Motor Fuel Tax-Electricity (20300300-71320)	\$ 870,000.00
Engineering Administration-Electricity (10016210-71320)	\$ 370,000.00
TOTAL	\$ 1,240,000.00