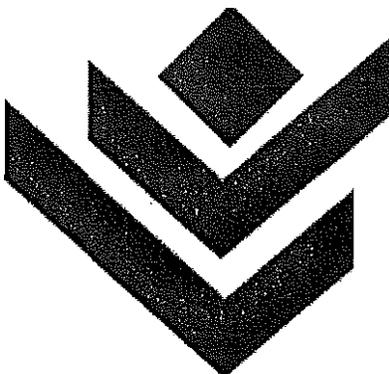




CITY OF
BLOOMINGTON
COUNCIL MEETING
JULY 24, 2017



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 COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, JULY 24, 2017; 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. Presentation of the EMS Gold Mission Lifeline Award by Art Miller from the American Heart Association to the Bloomington Fire Department.
 - B. Appointment of CoTinna Harris to the Human Relations Commission.
 - C. Appointment of Victoria Harris to the Board of Zoning Appeals.
 - D. Appointment of Michael O'Donnell to the John M. Scott Health Care Commission.
 - E. Appointment of Dr. Drew F. Klein to the John M. Scott Health Care Commission.
 - F. Appointment of Lori Blankenship to the John M. Scott Health Care Commission.

6. Public Comment

(Each regular City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is entitled to speak for up to 3 minutes. To be considered for public comment, complete a public comment card at least 5 minutes prior to the start of the meeting. The Mayor will randomly draw from the cards submitted. Public comment is a time to give comment. It is not a question and answer period and the City Council does not respond to public comments. Speakers who engage in threatening or disorderly behavior will have their time ceased.)

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.

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 July 10, 2017 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*
- B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$4,676,983.52. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$ 4,676,983.52 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 that CoTinna Harris be appointed to the Human Relations Commission, that Victoria Harris be appointed to the Board of Zoning Appeals, and that Michael O'Donnell, Dr. Drew F. Klein and Lori Blankenship be appointed to the John M. Scott Health Care Commission.)*
- D. Consideration of approving an Amendment to the previously approved Contract to purchase the four (4) parking lots owned by Frontier Communications south of the BCPA and east of East Street. *(Recommend an Ordinance approving an Amendment to the contract to purchase commercial real estate located at 206 Douglas Street, 509 N. East Street, 209 Douglas Street and 222 E. Market Street, all in Bloomington, Illinois, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of adopting 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 2018 by \$73,983.00. *(Recommend that an 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 2018 by \$73,983.00 be adopted and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- F. Consideration of adopting an ordinance approving petition(s) from the Westminster Village, Inc., for a vacation of a 40' Sanitary Sewer and Public Utility Easement and dedication of a new Sanitary Sewer and Public Utility Easement and a Drainage Easement at Westminster Village, located south of Lincoln Street and west of Veterans Parkway and east of Mercer

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Avenue. *(Recommend the ordinance be passed approving the easement vacation plat and the easement dedication plat and that the Mayor and City Clerk be authorized to sign the necessary documents.)*

- G. 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 a portion of the 100 Block of Main St. during the Brats and Bags Fundraising Tournament on August 4, 2017. *(Recommend that 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 a portion of the 100 Block of Main St., during the Brats and Bags Fundraising Tournament on August 4, 2017, be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- H. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (beer and wine) on Public Property in a portion of Downtown Bloomington during the Front Street Music Festival on August 19, 2017. *(Recommend an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (beer and wine) on Public Property in a portion of Downtown Bloomington during the Front Street Music Festival on August 19, 2017, be adopted.)*

8. “Regular Agenda”

- A. Consideration of adopting an Ordinance approving the Public Safety and Community Relations Board. *(Recommend that the Ordinance Amending Chapter 25 of the City Code to Create a Public Safety and Community Relations Board 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 20 minutes.)*
- B. Consideration of an Ordinance approving a bond refunding of the 2004 Variable Rate Bonds in the amount of \$7,240,000. *(Recommend the Bond Ordinance refunding outstanding general obligation demand bonds, series 2004, dated October 13, 2004 in the amount of \$7,240,000 be approved and authorize Mayor and City Clerk to execute the necessary documents.) (Presentation by Patti-Lynn Silva, Finance Director 5 minutes, Council discussion 10 minutes.)*
- C. Consideration of Approving an Agreement with The Stone River Group for Energy Brokerage Services for an initial 3 year term with the option of extending the Agreement for additional terms as set forth in the City of Bloomington RFQ #2018-07 opened on June 16, 2017. *(Recommend that the Agreement with The Stone River Group for Energy Brokerage Services be approved and that the City Manager and City Clerk be authorized to execute the*

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.

Agreement.) (Presentation by Steve Rasmussen, Assistant City Manager and David Hales, City Manager, 10 minutes, Council discussion 10 minutes.)

- D. Consideration of approving an Annual Regional Service Agreement and invoice for payment to McLean County Regional Planning Commission (MCRPC) for Regional Planning Services in the amount of \$54,181.47 for the fiscal year July1, 2017 through June 30, 2018. *(Recommend that the Agreement with the McLean County Regional Planning Commission (MCRPC) for the Regional Planning Services Agreement in the amount of \$54,181.47 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Tom Dabareiner, Community Development Director 5 minutes, City Council discussion 10 minutes.)*

- E. Consideration of adopting an Ordinance approving a Jurisdictional Transfer Agreement for a portion of Fox Creek Road between Oakland Avenue and Savanna Drive from Bloomington Township Road District to the City of Bloomington. *(Recommend that an Ordinance be adopted and the associated Local Agency Agreement for Jurisdictional Transfer be approved for a section of FAU 6429, also known as Fox Creek Road, from 0.33 miles east of Oakland Road to 0.05 miles west of Savanna Drive and that the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jim Karch, Public Works Director 5 minutes, Council discussion 10 minutes.)*

9. City Manager’s Discussion

10. Mayor’s Discussion

11. City Aldermen’s Discussion

12. Executive Session – *Cite Section*

13. Adjournment

14. Notes

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.

RECOGNITIONS



Council Date: July 24, 2017

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Presentation of the EMS Gold Mission Lifeline Award by Art Miller from the American Heart Association to the Bloomington Fire Department.
- B. Appointment of CoTinna Harris to the Human Relations Commission.
- C. Appointment of Victoria Harris to the Board of Zoning Appeals.
- D. Appointmen to of Michael O'Donnell to the John M. Scott Health Care Commission
- E. Appointment of Dr. Drew F. Klein to the John M. Scott Health Care Commission
- F. Appointment of Lori Blankenship to the John M. Scott Health Care Commission

CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: July 24, 2017

SUBJECT: Consideration of approving the Minutes of the July 10, 2017 Regular City Council Meeting.

RECOMMENDATION/MOTION: That 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: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

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

Recommended by:

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

David A. Hales
City Manager

Attachments:

- July 10, 2017 Regular City Council Meeting Minutes

**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, JULY 10, 2017; 7:00 P.M.**

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, July 10, 2017.

The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

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

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

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

Aldermen: Jamie Mathy, David Sage, Mboka Mwilambwe, Amelia Buragas, Scott Black, Joni Painter, Diana Hauman, Kim Bray, Karen Schmidt and Mayor Renner.

Staff Present: David Hales, City Manager; Jeffrey Jurgens; Corporation Counsel, Cherry L. Lawson; City Clerk; Brendan Heffner, Chief of Police; Brian Mohr, Fire Chief; Scott Sprouls, IS Director, Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; and other City staff were also present.

Staff Absent: Steve Rasmussen, Assistant City Manager

5. Recognition / Appointments

- A. Appointment of Robert Schultz be appointed to the Board of Zoning Appeals.
- B. Reappointment of Judy Buchanan to the Connect Transit Board.

6. Public Comments

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

Louis Gooseland
Ruth Haney
Jennifer Johnson
Stefen Robinson

Donna Gaston
Sophie Charles
Ky Ajayi
Heather Johnson

Jenn Carrillo
Josh Lewis
Barbara Findley-Stuart

7. 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 Schmidt, 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 Sage, Mathy, Mwilambwe, Buragas, Painter, Black, Schmidt, Hauman and Bray.**

Nays: None.

Motion carried.

The following was presented:

Item 7A: Consideration of approving the Minutes of the June 26, 2017 Regular City Council Meeting. (Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)

The following was presented:

Item 7B: Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$ 8,367,375.42.

The following was presented:

Item 7C: Consideration of Approving Appointments and Reappointments to Various Boards and Commissions.

The following was presented:

Item 7D: Consideration of approval of the Continuum of Care Families and Individuals with Disabilities Grant Agreement (Project IL0283L5T121608).

The following was presented:

Item 7E: Ratification of Collective Bargaining Agreement Contract with Local 49 Firefighters.

The following was presented:

Item 7F: Consideration of an Ordinance approving the request for Annexation of the property commonly referred to as and located at 2405 Monica Lane.

ORDINANCE NO. 2017 –52
AN ORDINANCE APPROVING ANNEXATION OF THE PROPERTY
LOCATED AT AND COMMONLY REFERRED TO AS 2405 MONICA LANE

The following was presented:

Item 7G: Consideration of the application of McLean County Fair Association, d/b/a McLean County Fair Association, located at 2242 Westgate Dr. requesting a LB, limited liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises for the following dates: August 2nd through August 5th, 2017.

The following was presented:

Item 7H: Consideration of the application of CCW, LLC d/b/a HuHot Mongolian Grill located at 2103 N. Veterans Pkwy., Ste. 324 requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

The following was presented:

Item 7I: Consideration of the application of the Lil Beaver Brewer, LLC, d/b/a Lil Beaver Brewer, located at 16 Currency Dr., Unit B, requesting a TBPS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises and the sale of packaged beer and wine for consumption off the premises seven (7) days a week

The following was presented:

Item 7J: Consideration of the application of Aix Indigo, LLC d/b/a Giordano's Famous Stuffed Pizza located at 1505 N. Veterans Pkwy., Ste. A requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

The following was presented:

Item 7K: Consideration of approving a petition for the Lake Bloomington Lease Transfer of Lots 3-5 in Block 4 of Camp Kickapoo, from George P. & Susan J. Freeman to Robert & Traci Freitag.

The following was presented:

Item 7L: Consideration of approving a petition for the Lake Bloomington Lease Transfer of Lot 7 in Block 4 in Camp Kickapoo, from Raymond & Joan Johnson to Johnson Family Trust – Karla R. Farr Trustee.

The following was presented:

Item 7M: Consideration of approving a petition for the Lake Bloomington Lease Transfer of Lot 19 in Block 3 of Camp Kickapoo, from Mark and Karen Oostman to David and Laura Elkins.

Public Hearing

The following was presented:

Item 8A: Public Hearing on a Resolution to amend the 2015 City of Bloomington Bicycle Master Plan by including Washington Street from Lee Street to St. Joseph Drive as infrastructure identified within the Plan

Mayor Renner opened the Public Hearing and the following citizens provided testimony.

Bruce Meeks	Neil Gridley	Donna Boelen
Trevor McGuire	Patrick Dullard	Amanda Hogenson
Stacey Tuff	Aaron LeNeve	Michael Gorman
Mike Mc Curdy	Stefanie Michaels	Jim Wabaum

Mr. Karch stated we are recommending that you approval of the amendment, and stated he is available to address any concerns. One of the biggest benefits of this is overall corridor from a multimodal transportation point and that is really one of the key facets. Residents have expressed concern that there is no room or place for bicycles on Constitution Trail. That is a wonderful amenity. This community is very thankful to have that, it is well used, but it is a recreational vehicle. We also need to have transportation ability to get to where you go for businesses, to be able to get to your residence, to be able to get even the trail. That is where this overall comprehensive transportation network is going to be very important, and that is what we are looking to amend today. One of the other things that we are going to be talking about a little bit is parking. We received a large amount of public feedback on this and have had two different public meetings, which are summarized. Mr. Karch then gave the summary of the two meetings.

Mayor Renner asked if there were questions for Mr. Karch.

Alderman Buragas stated she wanted to make clear that all the proposals in this document that has been presented for our consideration are consistent with state and federal regulations and also are based on best practices or industry recommendations from organizations like the National Association of City Transportation Officials. Mr. Karch stated that that was correct.

Alderman Buragas asked if there would still be allowance of time-cap discussions about some of these intersections that are not being dealt with this particular year to make sure that we get the best result possible.

Mr. Karch answered that as we make resurfacing and as we expand it, there is still going to be a public input process. What this is, is this is to expand the potential for ways and areas for us to look at.

Alderman Black commented about the bike lane and was excited to hear the public feedback..

Alderman Mathy stated that he had been receiving a lot of messages from businesses that are located in the Downtown corridor along the Washington Street, who are concerned about the loss of those parking spaces and asked if the bike route could be moved.

Mr. Karch stated that whenever you talk about bike accommodations, we have to be realistic that there are times there are going to be some hard choices. If you cannot park right in front of a business, even if it is around the corner, it is just very difficult.

Alderman Schmidt stated she had received comments from business owners about Washington Street in the Downtown area. I have been very encouraged by the tone of those, which is how can we solve this, not we should not do this.

Mr. Karch commented that there are always opportunities for additional conversations about parking, and there are so many different ways that you can do it.

Alderman Schmidt asked if Mr. Karch could talk a little bit more Female could talk a little bit more about what the process is going forward.

Alderman Mathy stated that he had received supportive emails from businesses as well.

Alderman Buragas commented about street widths and that there is a positive correlation between lane width and speed and one of the primary concerns we have in this area with regards to public safety is the speed at which many vehicles drive.

Mr. Karch replied that people travel what they feel comfortable with. You can set the speed limit at whatever, there is no offense intended, but you as elected officials can set it whatever you feel like you want to set it at. People will typically drive what they feel comfortable with and by narrowing lanes, by making parking, by allowing parking, by shrinking down the drivable width, you slow down traffic.

Alderman Sage asked whether District 87 was okay with this proposal.

Mr. Karch replied that they had not received support or anything against from District 87

Mayor Renner opened up the public hearing.

Regular Agenda

Item 9A: Consideration of approving a Resolution to amend the 2015 City of Bloomington Bicycle Master Plan by including Washington Street from Lee Street to St. Joseph Drive as infrastructure identified within the Plan.

Alderman Sage stated that he had concerns about the safety around Washington grade school but would be supporting this.

Alderman Buragas stated that she appreciated Alderman Sage's comment and pedestrian safety in that area is the highest priority. Vehicle and cyclist safety also is a priority and a large priority, but we need to specifically focus on there and maybe look for innovative and different ways to improve the safety in that area. There are a significant portion of people in our community, who use bicycles as their primary means of transportation for a wide variety of reasons and in talking to people, it has become clear to me that when it comes to transportation, regardless of whether you bike, you drive, you take the bus or you walk, everyone wants the same thing - they want affordable, accessible and safe modes of transportation.

RESOLUTION NO. 2017 - 27
RESOLUTION TO AMEND THE 2015 CITY OF BLOOMINGTON
BICYCLE MASTER PLAN

Motion by Alderman Hauman seconded by Alderman Buragas that a Resolution to amend the 2015 City of Bloomington Bicycle Master Plan by relocating the bicycle lanes from Grove St. to Washington St. be adopted and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 9B: Grossinger Motors Arena Fiscal Year 2017 Annual Report. (*Presentation only*)

Ms. Cannon recapsulated the 2016-17 fiscal year as the Bloomington Coliseum and spoke of the number of events that could be held in this large building. She also spoke of the coliseum's financial performance and it was not on target this year and the reasons why. She stated that they provide an economic impact to the entire community as many of the events held bring in people

from all over the Midwest, not just the state of Illinois. There were over 159,000 guests that came to the venue last year. Many safety and security improvements have been done. We have a new point of sale system and are working through the learning process with that. We have new menu boards and are looking at new menus. We are using local suppliers whenever possible. In looking at goals, our highest priority is making sure that our ADA guests are comfortable and have access to move about the building in comfort.

Alderman Black commented that one of the challenges across the industry the chip readers that take longer to process payment and asked Ms. Cannon if she knew a percentage of how many people are paying with credit cards or debit cards.

Ms. Cannon responded by stating that it is increasing every year, but she would say in excess of 60% of the transactions are credit or debit card pay.

Alderman Scott Black stated it is undeniable that the Coliseum has had a major impact. His constructive criticism would be marketing as he often hears about shows after the fact.

Ms. Cannon stated that marketing is a top goal for our group this year.

Alderman Buragas asked if Ms. Cannon had a feel yet for what are reasonable expectations are in terms about you know the year-to-year operating budget for this facility.

Ms. Cannon replied that she thought that the next budgeting cycle will be much more accurate and to the point and would be our best one yet.

Alderman Mathy asked what realistic number for the number of shows that we can bring in if those are where the money could be made.

Ms. Cannon replied that probably what we would like to budget for would be 13 to 15.

Alderman Mwilambwe stated that we have a great opportunity to not only change the name but also change the reputation as well. It will be important continue to build that momentum every year, so that we do not fall back into a negative conversation about the Coliseum

Ms. Cannon stated that it is now the arena and we are going to now call it the arena.

The following was presented:

Item 9C: Consideration of Approving a Resolution that welcomes and recognizes the importance of the immigrant population in the City of Bloomington. **(Removed from the agenda.)**

Adjournment

Motion made by Alderman Black, seconded by Alderman Hauman to adjourn the meeting at 9:24 p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: July 24, 2017

SUBJECT: Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$4,676,983.52.

RECOMMENDATION/MOTION: That the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$4,676,983.52, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$4,676,983.52 (Payroll total \$703,022.81, Accounts Payable total \$2,895,290.91, Procurement Card Purchases total \$164,866.50, and Electronic Transfers total \$913,803.30).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:

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

David A. Hales, City Manager

Attachment:

- Bills, Payroll, 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 July 24, 2017

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
7/7/2017	\$ 267,518.54	\$ 82,920.35	\$ 350,438.89
7/14/2017	\$ 265,941.36	\$ 84,004.34	\$ 349,945.70
			\$ -
7/6/2017-7/14/2017	\$ 2,141.90	\$ 496.32	\$ 2,638.22
Off Cycle Adjustments			
		PAYROLL GRAND TOTAL	\$ 703,022.81

ACCOUNTS PAYABLE

Date	Bank	Total
7/24/2017	AP General	\$ 2,723,445.45
7/24/2017	AP Comm Devel	\$ 46,169.11
7/24/2017	AP IHDA	\$ 435.00
7/24/2017	AP Library	\$ 37,630.26
7/24/2017	AP MFT	\$ 46,011.09
7/12/2017-7/13/2017	Off Cycle Check Runs	\$ 41,600.00
	AP GRAND TOTAL	\$ 2,895,290.91

PCARDS

Date Range	Total
6/1/2017-6/30/2017	\$ 164,866.50
PCARD GRAND TOTAL	\$ 164,866.50

WIRES

Date Range	Total
7/3/2017-7/12/2017	\$ 913,803.30
WIRE GRAND TOTAL	\$ 913,803.30

TOTAL **\$ 4,676,983.52**

Respectfully,

Patti-Lynn Silva
Finance Director



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: July 24, 2017

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

RECOMMENDATION/MOTION: That CoTinna Harris be appointed to the Human Relations Commission that Victoria Harris be appointed to the Board of Zoning Appeals, and that Michael O'Donnell, Dr. Drew F. Klein and Lori Blankenship be appointed to the John M. Scott Health Care 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 Zoning Appeals. Victoria Harris of 1904 Woodfield Road, Bloomington, Illinois 61704 to the Board of Zoning Appeals. This will be Victoria's first three-year term which will be effective upon appointment and will expire 4-30-20. Application is on file in the Administration Office.

Human Relations Commission. CoTinna Harris of 1202 Eastholme Avenue, Bloomington, Illinois 61701 to the Human Relations Commission. This will be CoTinna's first three-year term which will be effective upon appointment and will expire 4-30-20. Application is on file in the Administration Office.

John M. Scott Health Care Commission. Michael O'Donnell of 912 W Oakland Avenue, Bloomington, Illinois 61701 to the John M. Scott Health Care Commission. This will be Michael's first appointment completing the term previously held by Laura Grant which will be effective immediately and will expire 4-30-19. Application is on file in the Administration Office.

Dr. Drew F. Klein of 3315 Golden Eagle Road, Bloomington, Illinois 61704 to the John M. Scott Health Care Commission. This will be Dr. Klein's first full three-year term which will be effective immediately and will expire 4-30-20. Application is on file in the Administration Office.

Lori Blankenship of 1613 E Olive Street, Bloomington, Illinois 61701 to the John M. Scott Health Care Commission. This will be Lori's first appointment completing the term previously held by Holly Ambuehl which will be effective immediately and will expire 4-30-18. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: Not applicable.

COMMUNITY DEVELOPMENT IMPACT: Not applicable.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:



David A. Hales
City Manager

Attachments:

- Roster

Board of Zoning Appeals

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip				
x		Michael	Butts	04/30/18	2016	08/22/16	8	mbutts255@gmail.com	1114 Andover	Bloomington	61704				
x		Barbara	MEEK	04/30/20	2010	03/27/17	9	Barbara.mEEK@bidd.com	1914 Hackberry Rd.	Bloomington	61704				
x		Jeff	Brown	04/30/19	2015	06/13/16	4	jbrown@attomey.jeffbrown.com	408 Leland	Bloomington	61701				
x		Richard	Veitengruber	04/30/20	2017	03/13/17	1	rjch@lbew197.org	1222 S Mason	Bloomington	61701				
x		Robert	Schultz	04/30/20	2017	07/10/17	8	rschultz@rwu.edu	301 Granada Road	Bloomington	61701				
x		Tristan	Bullington	04/30/20	2015	03/13/17	1	natsirt@gmail.com	1310 Beverly Lane	Bloomington	61701				
x		James	Simeone	04/30/17	2013	05/13/13	4	jsimeone@rwu.edu	1923 E Taylor	Bloomington	61701				
	Staff	Katie	Simpson					ksimpson@cityblm.org	115 E Washington	Bloomington	61701				
	Staff	Mary	Sellmeyer						110 E Olive St	Bloomington	61701				

Details:

Term: 4 years (3 years as of 5/1/2014)

Term Limit per City Code: 3 terms/9 years

Members: 7 members

Number of members the Mayor appoints: 7

Type: Internal

City Code:

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: 3rd Wednesday of each month at 4:00pm in the Council Chambers

Number of Vacancies: 1

Number of Expired Board Members (Blm Appointments only): 1

Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes: Simeone will not be reapplying

Human Relations Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number
x		Kiranmayi (Kiran)	Konam	04/30/20	2014	03/27/17	8	rkiran9@yahoo.com	7 Tralee Ct	Bloomington	61704				
x		Odemans	Sibaja	04/30/17	2015	10/12/15	6	odemans@cityblm.org	605 W Oakland Ave	Bloomington	61701				
x		Gary	LaTulip	04/30/20	2017	03/13/17	8	gmlatulip@comcast.net	47 Stonebrook Ct	Bloomington	61704				
x		Anthony	Jones	04/30/18	2016	10/10/16	4	tony.jones.A784@statefarm.com	2103 Clearwater Ave	Bloomington	61704				
x	Chair	Rhonda	Smith	04/30/20	2011	03/27/17	3	Rhonda.Smith.C1BH@statefarm.com	2 Rock Garden Ct, Duplex #1	Bloomington	61704				
x		Suresh	Krishna	04/30/19	2013	03/28/16	8	sureshkrishna.usa@gmail.com	1408 Tralee Lane	Bloomington	61704				
x		Janet	Lancaster	04/30/19	2013	03/28/16	6	bistromama@aol.com	316 N Main	Bloomington	61701				
	Staff	Daniel	Esquivel					naibertson@cityblm.org	109 E. Olive St	Bloomington	61701				
	Staff	Nicole	Albertson												

Details:

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 7 members
Number of members the Mayor appoints: 7
Type: Internal
City Code:
Required by State Statute: No
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 2nd Wed of each month at 6:00pm - Council Chambers

Number of Vacancies: 1
Number of Expired Board Members (Blm Appointments only): 1
Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes: Sibaja will not be seeking reappointment.

John M. Scott Health Care Commission

Mayor Appointed	Staff/Chair	Title	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
	Advocate Bromenn Health Care		Brandi	Sweeney	04/30/20	04/27/15	2015	brandi.sweeney@advocatehealth.com	P.O. Box 2850	Bloomington	61702				
	Chair/McLean County Board of Health		Susan	Grant	04/30/18	06/22/15	2009	susan.albee@mcleancountyil.gov	200 West Front	Bloomington	61701				
yes	Bim Regional Optometric Society	Dr.	John	Couillard	04/30/17	11/24/14	2008	john@bim.com	2404 Northwood Ln.	Bloomington	61704				
	OSF		David	Beigie	04/30/21	04/11/16	2016	david.beigie.rh4@statefarm.org	1 State Farm Plaza	Bloomington	61710				
	McLean Co Dental Society	Dr.	David	Wyse	04/30/20	11/24/14	2014	info@chrismandental.com	207 S Prospect Ave	Bloomington	61704				
yes	9th District Nurses Association	Dr.	Donna	Hartweg	04/30/18	06/22/15	2009	dhartweg@iwu.org	1608 E Washington	Bloomington	61701				
	McLean Co Medical Society	Dr.	James	Swanson	04/30/19	07/28/14	2005	jmswanson52@gmail.com	1401 Eastland Dr.	Bloomington	61701				
yes			Holly	Ambuehl	04/30/18	10/26/15	2015	hambuehl@statefarm.com	301 W Virginia Avenue	Normal	61761				
	Second Presbyterian Church	Dr.	Scott	Hamilton	04/30/17	11/24/14		Hamilton.R.Scott@comcast.net	405 Kays Drive, Suite C	Normal	61761				
yes	Mid Central Community Action		Laura	Grant	04/30/16	03/24/14		lgrant@midcentral.org	1301 W Washington St	Bloomington	61701				
	Contact - Township Super.		Deb	Skillrud				dskillrud@cityblm.org	607 S Gridley, Suite C	Bloomington	61701				

Details:

Term: 3 years

Term Limit per City Code: JMSHRC ByLaws dictate 3 terms/9years

Members: 11 members

Number of members the Mayor appoints: 4

Type: Independent

City Code:

Required by State Statute: No

Intergovernmental Agreements: IGA between City of Bloomington/City of Bloomington Township on 9/29/09

Funding budgeted from COB for FY2016:

Meetings: 2nd Wednesday of each month in the Township Office at 5:30pm

Appointment/Reappointment Notes:



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: July 24, 2017

SUBJECT: Consideration of approving an Amendment to the previously approved Contract to purchase the four (4) parking lots owned by Frontier Communications south of the BCPA and east of East Street.

RECOMMENDATION/MOTION: That the Ordinance approving an Amendment to the contract to purchase commercial real estate located at 206 Douglas Street, 509 N. East Street, 209 Douglas Street and 222 E. Market Street, all in Bloomington, Illinois, 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 4: Strong Neighborhoods; Goal 5: Great Place – Livable, Sustainable City; Goal 6: Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington; 3c. Revitalization of older commercial homes; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations. Objective 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; Objective 5b. City decisions consistent with plans and policies; 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; 5e. More attractive city: commercial areas and neighborhoods. Objective 6a. More beautiful, clean Downtown area; 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; 6c. Downtown becoming a community and regional destination; 6e. Preservation of historic buildings.

BACKGROUND: On April 24, 2017 the City Council unanimously approved a contract to purchase from Frontier Communications four (4) parking lots / parcels (the “Subject Properties”) south of the Bloomington Center for Performing Arts (BCPA). A map indicating the location of the Subject Properties and a copy of both Ordinance 2017-32 and the fully-executed contract between the City and Frontier are attached to this memo.

Also on April 24, 2017, CB Bloomington Property, LLC the owner of the “Clark & Barlow” building (AKA “East Street Hardware”), located at 503 N East Street which is adjacent to the Subject Properties, filed a complaint in McLean County Court against Frontier claiming that in 2012, CB Bloomington Property, LLC and Frontier had entered into an agreement wherein CB Bloomington Property, LLC would acquire two (2) of the four (4) parking lots. CB Bloomington Property, LLC requests that the court enforce the alleged agreement. Until Frontier is able to resolve the court action brought by CB Bloomington Property, LLC, Frontier is unable to provide evidence of clear title for the Subject Properties to the City. Although the City could proceed with the acquisition of the Subject Properties while CB Bloomington Property, LLC’s legal action is

still pending, the City's legal counsel recommends against doing so and instead advises that the City wait until the dispute between Frontier and CB Bloomington Property, LLC is resolved in court. If Frontier is successful, and any and all time for appeal by CB Bloomington Property, LLC has elapsed, it would then be appropriate for the transaction between the City and Frontier to proceed as planned. To permit Frontier additional time to resolve the pending legal action and provide evidence of clear title to the City, it is necessary for the City and Frontier to amend the City/Frontier purchase contract, thus the proposed amendment.

In addition to providing Frontier time to resolve the pending legal matter, the proposed amendment also clarifies the amount of time that Frontier can continue to park employee and customer vehicles on parking lot "B" after its acquisition by the City at no cost to Frontier. An early draft of the City/Frontier contract defined this time period as twelve months, however, during the negotiation process between the City and Frontier, this period was extended to twenty-four months. Due to a drafting error, the purchase contract that was approved and signed by both the City and Frontier includes the wording "twelve twenty-four months." The proposed amendment corrects this error to define the time period as "twenty-four (24) months." The contract continues to contain a provision that Frontier's right to park on lot B at no charge can be terminated by the City if at any point during the twenty-four (24) month period the City undertakes "significant" improvements to that specific parking lot (please refer to "Section 9 (ii) Use" of the contract for specific details).

The proposed amendment also extends the City's due diligence period from 90 days from the date of the City's approval of the contract to a date certain. Although the City's consultant has completed the Phase One environmental study and ALTA Survey of the Subject Properties and no major issues have been identified which would prevent the City from proceeding with the purchase of the Subject Properties, Staff desires additional time to review the reports as the pending legal action brought against Frontier delayed the completion of reports until just recently.

Staff recommends approval of the proposed amendment to the purchase contract. The ability for the City to acquire these four strategically located parcels / parking lots in one transaction from a single, motivated seller, continues to be viewed by Staff as a great opportunity for the City. As currently configured, the four parking lots contain a combined +/-165 parking spaces which can immediately be utilized by patrons of the BCPA and area downtown businesses. Additional details as to Staff's recommendation for the acquisition of the Subject Properties can be found in the April 24, 2017 Council packet.

Should the City Council seek to reverse course and terminate the previously approved purchase contract, the Council may opt to not approve the proposed amendment and instead direct Staff to send notice to Frontier that the pending legal action, which clouds the title to two (2) of the four (4) parcels, is unacceptable to the City and, per the terms of the contract, the City is legally permitted to object to the present condition of the title to the Subject Properties. Frontier would be allowed the right to "cure" the defects to the title in a "reasonable time," but ultimately Frontier could decide not to or be unable to cure the defects which would permit the City to terminate the contract and receive back the \$5,000.00 in earnest money that has been posted by the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Since the late 1990s through the present, many Downtown stakeholders including property owners, business owners,

and residents of both the Downtown and the City as a whole have participated in focus groups, working groups, boards, and commissions that were involved in drafting and reviewing master plans which lend support to the proposed acquisition of the Subject Properties by the City. More recently, appropriate Department Directors, Managers, and representatives from Administration, Public Works, Community Development, and Finance have provided input on the acquisition of the Subject Properties.

FINANCIAL IMPACT: The purchase contract that was approved by the City Council on April 24, 2017 outlines an acquisition price of \$961,000 for the Subject Properties. Should the City ultimately choose to exclude one or more parcels from the final purchase transaction, the purchase price would then be adjusted based on the schedule outlined in Exhibit B of the contract. If and when the City proceeds with the purchase of these lots a budget amendment will be brought to City Council for their approval.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY

CONSTRUCTION: The ongoing maintenance of the Subject Properties (surface parking lots) after acquisition by the City will be incorporated into the City's Facilities operations. As part of the City's due diligence process after Council's approval of the purchase contract (prior to acquisition), a professional detailed analysis of the surface asphalt was conducted in each parking lot to better inform Staff of the present conditions and to aid in forecasting long-term maintenance costs. Additional ongoing operating expenses will be incurred for clearing snow from the Subject Properties in the winter in addition to parking areas already owned and maintained by the City.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Tom Dabareiner, Community Development Director

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

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

Recommended by:



David A. Hales
City Manager

Attachments:

- Map of the Subject Properties
- Ordinance approving the proposed amendment to the purchase contract

- Ordinance 2017-32 (Signed Contract)
- Proposed Amendment to the Purchase Contract

Frontier Communications Corporation Property – Downtown Bloomington, IL



Parcel #	PIN	Address	Size in Sq Feet	Parking Spaces
A	2104184010	206 Douglas Street	7,797	24
B	2104185005	509 N East Street	15,260	37
C	2104257013	209 Douglas Street	12,569	40
D	2104257014	222 E Market Street	21,830	64
TOTALS:			57,456	165

ORDINANCE 2017 - _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE CONTRACT TO PURCHASE COMMERCIAL REAL ESTATE LOCATED AT 206 DOUGLAS STREET, 509 N. EAST STREET, 209 DOUGLAS STREET AND 222 E. MARKET STREET, ALL IN BLOOMINGTON, ILLINOIS

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

SECTION 1. That Amendment I to Commercial Real Estate Contract, attached hereto as Exhibit A (the “Amendment”), amending the Contract to Purchase Commercial Real Estate between the City of Bloomington and Frontier North, Inc. (approved by the City of Bloomington on April 24, 2017 by way of Ordinance 2017-32), is hereby approved and the Mayor and City Clerk are authorized to execute the Amendment.

SECTION 2. That the Mayor, City Clerk and City Manager are authorized to undertake any action necessary to implement the terms of the Amendment.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective immediately after the date of its publication as required by law.

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

PASSED this _____ day of July, 2017.

APPROVED this _____ day of July, 2017.

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

ORDINANCE 2017 - 32

AN ORDINANCE APPROVING A CONTRACT TO PURCHASE COMMERCIAL REAL ESTATE LOCATED AT 206 DOUGLAS STREET, 509 N. EAST STREET, 209 DOUGLAS STREET AND 222 E. MARKET STREET, ALL IN BLOOMINGTON, ILLINOIS

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

SECTION 1. That the Contract to Purchase Commercial Real Estate between the City of Bloomington and Frontier North, Inc., attached hereto as Exhibit A (the "Contract") is hereby approved and the Mayor and City Clerk are authorized to execute the Contract.

SECTION 2. That the Mayor, City Clerk and City Manager are authorized to undertake any action necessary to implement the terms of the Contract.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective immediately after the date of its publication as required by law.

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

PASSED this 24th day of April, 2017.

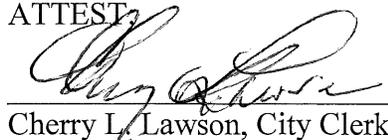
APPROVED this 25th day of April, 2017.

APPROVED:



Tari Renner, Mayor

ATTEST


Cherry L. Lawson, City Clerk

CONTRACT TO PURCHASE COMMERCIAL REAL ESTATE

This Contract to Purchase Commercial Real Estate (“Contract”) is made this 10th day of March, 2017, by FRONTIER NORTH, INC., a Wisconsin corporation (hereinafter referred to as “Seller”), and the CITY OF BLOOMINGTON, ILLINOIS, an Illinois municipal corporation (hereinafter referred to as “Purchaser”).

RECITALS

In consideration of the covenants and agreements of the respective parties, as set forth below, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and take from Seller, the real property situated in Bloomington, McLean County, Illinois, and particularly described as follows: Parcel A - 206 Douglas Street, Bloomington, IL; Parcel B - 509 N. East Street, Bloomington, Illinois; Parcel C - 209 Douglas Street, Bloomington, IL; and Parcel D - 222 E. Market Street, Bloomington Illinois, hereinafter referred to as “Real Property”.

Legal Descriptions attached on **Exhibit A** hereto.

All being in Bloomington, McLean County, Illinois.

Tax I.D.:	Parcel A (206 Douglas Street):	#21-04-184-010
	Parcel B (509 N. East Street):	#21-04-185-005
	Parcel C (209 Douglas Street):	#21-04-257-013
	Parcel D (222 E. Market Street):	#21-04-257-014

Together with all privileges, rights, easements, hereditaments and appurtenances to it.

The Real Property and the foregoing being purchased and described above is collectively referred to hereafter as the “Property.”

The following terms, provisions, and conditions are further agreed to:

1. PRICE.

The Purchase Price for the Property is Nine Hundred Sixty-One Thousand Dollars and No/Cents (\$961,000.00) (“Purchase Price”), payable in cash, bank check, or by wire at Closing, subject to any adjustments and/or prorations below. Purchaser shall pay Five Thousand and 00/100 Dollars (\$5,000.00) as earnest money (the “Earnest Money”) to be deposited into a title company’s “non-interest” bearing escrow account no later than five (5) business days following acceptance of this contract. At Closing, the Purchaser shall be credited toward the purchase price with the earnest money paid. This transaction is not contingent on financing.

2. EVIDENCE OF TITLE.

Seller shall, within thirty (30) days of date of final execution of this Contract (i.e. the date of the last party to sign), deliver to Purchaser a written commitment for owners title insurance in the amount of allocated Purchase Price from Chicago Title Insurance Company, to issue at Closing a current ALTA owner's policy of title insurance in an amount equal to the full allocated purchase price of each parcel of the Property, disclosing merchantable title to the Property in Seller, subject only to restrictive covenants of record and easements of record, which do not restrict Purchaser's intended use of the Property and which are acceptable to Purchaser, conveyances or reservations of mineral rights of record, real estate taxes due and payable, and to any liens which may be removed by Seller prior to or at Closing ("Permitted Exceptions"). Purchaser shall have a reasonable time to cause said title commitment to be examined by an attorney and if any title objections are disclosed thereby, Seller shall have a reasonable time in which to cure same to Purchaser's satisfaction. Purchaser shall have a period of twenty-one (21) days from receipt of written notice from Seller in response to any title objections to either accept the title commitment subject to Permitted Exceptions or terminate this Contract. In the event Seller receives no such notice, Purchaser shall be deemed to have irrevocably accepted the title commitment as presented by Seller. Seller shall not be required to take or bring any action or proceeding or any other steps to remove any defect in or objection to title or to fulfill any condition precedent to Purchaser's obligations under this Contract or to expend any moneys therefor, nor shall Purchaser have any right of action against Seller therefor, at law or in equity. After Closing, Purchaser will be responsible for having the title policy issued. The "Purchaser's search" for the title commitment or policy shall be paid by Purchaser. Purchaser shall pay for the title insurance premium, any title searches and any endorsements needed to insure title to the Real Property.

4. DUE DILIGENCE PRIOR TO CLOSING.

Conditions Precedent for Closing. In addition to other contingencies listed in this Contract, Purchaser's obligation to consummate the transaction contemplated by this Contract shall be subject to satisfaction or waiver of each of the following conditions ("Conditions Precedent") on or before Closing. Closing shall be on a date mutually agreeable to the parties within thirty (30) days after the completion of the Conditions Precedent. Notwithstanding any other provisions to the contrary contained in this Contract, Purchaser shall have ninety (90) days from the execution date of this Contract ("Inspection Deadline") in which to make such investigations and studies with respect to the Property as Purchaser deems appropriate ("Inspection Period"). Purchaser shall schedule and coordinate all inspections of the Property or other access thereto during the Inspection Period with Seller and shall give Seller at least (2) Business Days prior notice thereof. Seller shall be entitled to have a representative present at all times during each such inspection or other access. Purchaser agrees to pay to Seller promptly upon demand the cost of repairing and restoring any damage or disturbance that Purchaser or Purchaser's Representatives shall cause to the Property. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by Purchaser or Purchaser's Representatives relating to such inspection and its other access shall be at the sole expense of Purchaser. Purchaser shall have the right to terminate this Contract for any reason whatsoever, in Purchaser's sole and absolute discretion, by sending written notice to Seller with a copy to Escrow Agent. If Purchaser elects to terminate this Contract, Purchaser's termination notice is to be received on or before the Inspection Deadline. If, however,

Purchaser fails to give timely notice of such termination and such termination notice is not received by Seller on or before 5:00 p.m. (Central Time) on the Inspection Deadline, then Purchaser's rights under this Section shall be deemed to have been waived by Purchaser. In such an event, this Contract shall remain in full force and effect without any longer being subject to this Section, and the Earnest Money and the interest earned thereon shall be non-refundable to Purchaser in all events, except for Seller's default under this Contract or as otherwise expressly set forth in this Contract. Further, if Purchaser's environmental assessment has not been completed and a final report from the engineer issued, Purchaser shall have the option to (1) extend the Inspection Deadline and Closing to a date which is thirty (30) days after the date Purchaser receives the final written report from the engineer, or (2) terminate this Contract, or (3) proceed to close. By electing to extend the Closing date, Purchaser in no way waives its right to terminate this Contract if the environmental assessment does not meet Purchaser's satisfaction.

- (a) **Environmental Assessment.** Purchaser shall obtain at its cost a Phase I and, in its discretion, a Phase II environmental assessment of the Property. Purchaser shall also obtain, at its cost, a pavement assessment and geotechnical and pavement exploration of the Property. Purchaser shall determine in its sole discretion whether there are any environmental issues or problems that will prevent Purchaser from purchasing the Property or certain parcels comprising the Property. Seller will cooperate with Purchaser's engineers and supply them any previous environmental studies Seller may be aware of or have in its possession. If Purchaser shall terminate this contract based upon its environmental assessment, Purchaser shall restore the property to its condition immediately prior to the environmental assessment.
- (b) **Survey.** Purchaser, at its expense, may pay for and receive a Survey of the Real Property showing no encroachments or other easements which would adversely affect its use of the Real Property or the merchantability of title and showing compliance with all set back or other legal requirements.
- (c) **Final Inspection.** At any time forty-eight (48) or less hours prior to the Closing, Purchaser shall be allowed to inspect the Property to ensure that it is in condition comparable to the condition of the Property at the date of the execution of this Contract and that the applicable contingencies have been satisfied. Should such inspection reveal any adverse material change in the condition of the Property since the Contract was signed Seller shall, at its option, cure said adverse material change in condition.
- (d) **Ordinance.** Purchaser's adoption of an ordinance or resolution authorizing Purchaser to execute this Contract and to close on this transaction as provided for in this Contract.

Upon failure of any one or more of the above Conditions Precedent, Purchaser may, by written notice to Seller terminate this Contract with no liability to Purchaser and shall receive a full return of the Earnest Money, or, in the case of Paragraph 4(c), proceed to Closing. Upon failure of one or more of the Conditions Precedent for one of the Parcels that comprise the

Property, Purchaser may, by written notice to Seller, terminate this agreement as to all parcels or terminate this agreement as to such affected parcel and elect to proceed with the purchase of the other parcels comprising the Property. In such case the Purchase Price shall be revised to equal \$961,000 minus the stated value(s) of the Parcel(s) as allocated on Exhibit B for any such Parcel(s) that Purchaser elects to exclude from the purchase under this Contract. If Purchaser elects to not purchase one or more of the Parcels, then Purchaser shall deliver to Seller, at no cost to Seller and only to the extent requested by Seller, any environmental or geotechnical reports, tests and studies obtained or conducted by Purchaser in connection with Purchaser's due diligence of such Parcels. Failure of Purchaser to give Seller notice of its election shall constitute a waiver by Purchaser of the Conditions Precedent. Purchaser shall have the right unilaterally to waive any Condition Precedent by written notice to Seller

Purchaser agrees to indemnify and hold Seller and its disclosed or undisclosed, direct and indirect shareholders, officers, directors, trustees, partners, principals, members, employees, agents, affiliates, representatives, consultants, accountants, contractors and attorneys or other advisors, and any successors or assigns of the foregoing (collectively with Seller, the "Seller Related Parties") harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by any Seller Related Parties arising from or by reason of Purchaser's and/or Purchaser's Representatives' access to, or inspection of, the Property, or any tests, inspections, or other due diligence conducted by or on behalf of Purchaser, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by an existing condition at the Property or are caused by the gross negligence or willful misconduct of any of the Seller Related Parties.

5. TAXES AND SPECIAL ASSESSMENTS

Seller shall pay or has paid all of the prior years' taxes due and owing, including the 2015 taxes and prior years for the Property. The 2016 real estate taxes, payable in 2017, shall be pro-rated to the date of Closing, unless the Closing shall occur in 2017, in which case the Seller shall be responsible for all of the 2016 and the portion of the 2017 real estate taxes, pro-rated to the date of Closing, either or both of which as the case may be, shall be reflected as a credit to the Purchaser (or credit to Seller if prepaid) at Closing and shall be based on the most recent tax bill or on the best recent information then available in respect to the amount of said taxes, whichever more accurately represents the anticipated amount of said taxes. Seller shall pay any and all confirmed special assessments on the Property, whether due or to become due which were assessed prior to Closing.

6. CONVEYANCE.

At Closing, Purchaser shall pay the Purchase Price to Seller, and Seller shall thereupon execute and deliver to Purchaser a recordable warranty deed to the Property in accordance with the statutes of the State of Illinois, with full release of homestead, if applicable. Purchaser shall pay for state, county and local transfer or other documentary stamps or taxes as may be required by law, as well as any recording charges. Said deed shall be subject to the exceptions set forth in Paragraph 2.

7. ESCROW.

If the Parties agree, the Closing may take place through escrow using Chicago Title Company as "Escrow Agent". If so, an escrow shall be opened with the title company providing the title insurance. Such instructions as the escrow company may require, not inconsistent with the provisions of this Contract, shall be signed by the parties. Cost of the escrow to be paid by Purchaser.

8. RISK OF LOSS; MAINTENANCE; TRANSFER OF POSSESSION.

- (a) Risk of loss or damage by fire or other casualty to the Property or any part of Property prior to Closing shall be the risk of Seller. Seller shall keep the Property insured until Closing and title is passed to Purchaser. In the event of such loss or damage prior to Closing, Purchaser shall have the right to terminate this Contract and have all escrow money refunded to Purchaser. If Purchaser does not terminate this agreement, then Seller shall assign to Purchaser all rights under any insurance policy or policies applicable to the loss. If action is necessary to recover under any casualty policy, Seller shall grant permission to bring the action in Seller's name.
- (b) Possession of Property shall be transferred at Closing.

9. REPRESENTATIONS AND WARRANTIES; AS IS PURCHASE.

Representations and Warranties by Seller. Seller represents and warrants to Purchaser as follows:

- (a) **Hazardous Substances.** Except as disclosed by any environmental assessment provided by Purchaser, to the best of Seller's actual knowledge, during Seller's ownership of the Property, (i) no above or below ground gas storage tank is or has been located on the Property, (ii) Seller has not received any written notice from any applicable governmental authority that substances have been placed or located upon the Property in violation of applicable environmental laws, (iii) there are no pending or past actions by any governmental authority for the environmental clean-up of the real estate, (iv) Seller has no notice of any presence of contamination by a Hazardous Material, as defined below, on the Property, and (iv) Seller has no knowledge of any release or contamination of any Hazardous Substances of any adjacent parcel of real estate including any parcel that would be adjacent but for a public street or alley lying between it and the Property. Further, to the best of Seller's actual knowledge, during Seller's ownership of the Property: (i) no Hazardous Materials have been located on the Property or released into the environment, or discharged, placed or disposed of at, on or under the Property; (ii) no underground storage tanks were located on the Property; (iii) the Property has never been used as a dump for waste materials or Hazardous Materials; and (iv) the Property and its uses comply with and at all times have complied with, any applicable governmental law, regulation or requirement relating to environmental

and occupational health and safety matters and Hazardous Materials. The term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of Illinois law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

- (b) **Proceedings.** There is no action, litigation, investigation, condemnation, rezoning or other proceeding of any kind pending or, to the actual knowledge of Seller, threatened against Seller or the Property which would have a material and adverse affect on the ability of Seller to perform its obligations under this Contract, or against any portion of the Property.
- (c) **(Reserved)**
- (d) **Special Assessments.** To the actual knowledge of Seller, that no notices from any governmental authority concerning the possible imposition of any special taxes or assessments have been issued, and the Property is not now subject to any special assessments.
- (e) **Contracts.** There are no leases or other legal contracts by Seller for the Property.
- (f) **Condition of Property.** Purchaser is acquiring the Property on an "AS IS, WHERE IS" basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and Purchaser acknowledges that no such representations or warranties have been made except as set forth in writing herein. In deciding whether to acquire the Property, Purchaser is relying solely on Purchaser's investigation of the Property. Seller is not aware of any materially adverse fact regarding the condition of the Property that has not been disclosed in writing to the Purchaser.
- (g) **Corporate Status & Authority.** Seller warrants it is corporation duly organized, validly organized and in good standing under Wisconsin law and has all corporate power and authority to own the Property and to enter into and perform this Contract.

This Contract and such other agreements are the legal, valid and binding agreements of Seller, enforceable according to their respective terms.

- (h) **Operation of Property.** Seller warrants that from the date of Seller's acceptance hereof to the Closing Date or earlier termination of this Contract, Seller shall not sell, encumber or grant any interest in the Property or any part thereof in any form or manner whatsoever, or otherwise perform or permit any act which will diminish or otherwise affect Purchaser's interest under this Contract or in or to the Property or which will prevent Seller's full performance of its obligations hereunder.
- (i) **Utility Payments.** There are no payments owed for water, sewer, electric, and gas utility serving the Property. Seller shall be responsible for payment for its utility usage up until Closing and shall cause said amount to be paid to the appropriate utility, or said amount credited to Purchaser at Closing; if the amounts owed are then known, or shall pay Purchaser said amounts upon demand if said amounts owed are not known until after Closing.
- (j) **Liens or Encumbrances.** There are no liens or encumbrances affecting the Property other than those shown in the title commitment obtained by Seller.

Representations and Warranties by Purchaser. Purchaser represents and warrants to Seller as follows:

- (i) **Corporate Status and Authority.** Purchaser will be a municipal corporation duly organized, validly existing, and in good standing under applicable law and has all necessary power and authority to conduct its business involving the Property; the execution, delivery and performance of this Contract will have been duly authorized and this Contract and such other agreements are the legal, valid, and binding agreements of Purchaser, enforceable according to their respective terms.
- (ii) **Use.** After Closing, if Purchaser acquires Parcels A, B, C and D, Seller shall be permitted to park vehicles on the lot(s) described herein as Parcel B for a period of twelve twenty-four months after closing at no additional cost to Seller, up to the capacity of said parcel, until such time as Purchaser commences construction of improvements on said Parcel B ("improvements" shall be considered to mean the complete tear-out and replacement of the existing pavement, or the construction of a structured parking deck, or the construction of a building, or a similar significant investment by the Purchaser, but shall not be considered to mean the Purchaser's normal and customary maintenance for a parking lot including restriping or resealing). Use of such parking by Purchaser shall be permitted only during business hours, no overnight parking is permitted. Purchaser shall not be liable to Seller for any damage to vehicles parked on Parcel B, unless such damage is caused by the negligence of Purchaser. Thereafter, Seller may license parking spaces on the Property on the same terms and conditions as those prescribed by Purchaser for use by third parties. Purchaser shall communicate the market rate to Seller on an annual basis and Seller may terminate the parking arrangement as to

any spaces at any time upon thirty (30) days' notice to Purchaser. In the event that Purchaser does not acquire Parcel B, or does acquire Parcel B but does not acquire Parcel A, C, or D, Seller shall have no continued parking rights on the parcels acquired by Purchaser (as Seller will still own one or more of the Parcels).

AS IS PURCHASE. Except as expressly set forth in this Contract to the contrary, Purchaser is expressly purchasing the Property in its existing condition "AS-IS, WHERE-IS, AND WITH ALL FAULTS" with respect to all facts, circumstances, conditions and defects, and, Seller has no obligation to determine or correct any such facts, circumstances, conditions, or defects or to compensate Purchaser for same. Seller has specifically bargained for the assumption by Purchaser of all responsibility to investigate the Property and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Contract in consideration thereof. Purchaser has undertaken all such investigations of the Property, as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers. Purchaser is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, Purchaser assumes the full risk of any loss or damage (other than as expressly set forth herein) occasioned by any fact, circumstance, condition or defect pertaining to the Property.

Except as expressly set forth in this Contract to the contrary, Seller hereby disclaims all warranties of any kind or nature whatsoever (including, without limitation, warranties of habitability and fitness for particular purposes), whether expressed or implied including, without limitation warranties with respect to the Property. Except as is expressly set forth in this Contract to the contrary, Purchaser acknowledges that it is not relying upon any representation of any kind or nature made by Seller, or any Seller's Broker, or any of their respective direct or indirect members, partners, shareholders, officers, directors, employees or agents (collectively, the "Seller Related Parties") with respect to the Property, and that, in fact, except as expressly set forth in this Contract to the contrary, no such representations were made. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation or order.

Seller Release. Purchaser shall rely solely upon Purchaser's own knowledge of the Property based on its investigation of the Property and its own inspection of the Property in determining the Property's physical condition. Purchaser agrees that it shall, subject to the express warranties, representations and conditions contained in this Contract, assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions may not have been revealed by Purchaser's investigations. Except as expressly set forth in this Contract to the contrary, Purchaser releases Seller, the Seller Related Parties and their respective successors and assigns from and against any and all claims which Purchaser or any party related to or affiliated with Purchaser (each, a "Purchaser Related Party") has or may have arising from or related to any matter or thing related to or in connection with the Property except as expressly set forth in this Contract to the contrary, including the documents and information referred to herein, any construction defects, errors or omissions in the design or construction and any environmental conditions and, except as expressly set forth in this Contract to the contrary,

neither Purchaser nor any Purchaser Related Party shall look to Seller, the Seller Related Parties or their respective successors and assigns in connection with the foregoing for any redress or relief. This release shall be given full force and effect according to each of its express terms and provisions, including those relating to unknown and unsuspected claims, damages, and causes of action. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order.

10. DELIVERIES.

- (a) **Seller's Pre-Closing Deliveries.** Within fifteen (15) days of execution of this Contract, Seller shall deliver to Purchaser the following documents if they are in Seller's possession:
- (i) the most recent real estate tax bills pertaining to the Real Property;
 - (ii) any surveys of the Real Property;
 - (iii) as-built drawings of underground utilities (including sewer, gas, water, telephone and electrical service cables) located under the Real Property, if available;
 - (iv) all photographs, reports, bills, invoices and all other documents relating to environmental testing, including soil testing and asbestos abatement for the Property;
 - (v) One (1) original affidavit executed by Seller and stating its taxpayer identification number for federal income tax purposes and affirming that Seller is not a foreign person within the meaning of Section 1445, et seq. of the Internal Revenue Code (the "FIRPTA Certificate").
- (b) **Seller's Deliveries at Closing.** At the Closing, Seller shall deliver the following to Purchaser:
- (i) a recordable Warranty Deed sufficient to vest title in fee simple in Purchaser with payment for all transfer and other documentary stamps;
 - (ii) an ALTA Statement, if any, in form required by the Title Insurer;
 - (iii) a letter from the City of Bloomington or other provider of water and sewer service to the Property (or such other evidence satisfactory to Purchaser) stating that there are no due and unpaid amounts for water or sewer service and transfer of electrical service to Purchaser;
 - (iv) such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Purchaser and/or the title company insuring title to fully effect and consummate and insure title of the transactions contemplated hereby;

- (v) a duly adopted resolution of the Seller authorizing this transaction.
- (c) **Purchaser's Deliveries at Closing.** On the Closing Date, Purchaser shall deliver the following to Seller:
 - (i) the Purchase Price;
 - (ii) an ALTA Statement, if any, in form required by the Title Insurer;
 - (iii) such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Seller to fully effect and consummate the transaction contemplated hereby.

11. BROKER'S COMMISSION.

The parties represent that only the Seller utilized the services of a broker in this transaction. Any commissions due such broker shall be paid by Seller.

12. ADVICE OF COUNSEL.

Each party has consulted an attorney to review this Contract prior to its execution. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Contract. This Contract shall therefore be deemed to have been negotiated and prepared at the mutual request, direction, and instruction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with their respective terms without favor to any party.

13. DEFAULT.

- (a) If Seller fails to fully and timely perform any of its obligations hereunder not due to Purchaser's default and such failure continues for 15 days following notice thereof in writing from Purchaser, then Purchaser may, at its option: (a) terminate this Contract by further written notice to Seller, in which event the Earnest Money shall be refunded to Purchaser and, following such refund, the parties shall have no further liability under this Contract except as otherwise provided in this Contract; or (b) proceed to seek specific performance of Seller's obligations under this Contract, provided such action must be filed within thirty (30) days of Seller's default. Purchaser specifically waives any and all right to consequential or punitive damages. If the Purchaser does not duly notify Seller of the default or does not give Seller a notice of termination under this Contract, then: (i) the default shall be treated as waived by the Purchaser; and (ii) at Closing, Purchaser shall accept the Property subject to the default without any reduction in the Purchase Price and without any claims against Seller on account of the default.

If to Purchaser: City of Bloomington
Attn: City Manager
109 E. Olive Street
Bloomington, IL 61701
Phone: (309) 434-2210

With a copy to: Jeffrey R. Jurgens
Sorling Northrup
1 North Old State Capitol Plaza, Suite 200
P.O. Box 5131
Springfield, IL 62705
Phone: (217) 544-1144
Fax: (217) 522-3173
Email: jrjurgens@sorlinglaw.com

16. BINDING EFFECT OF CONTRACT.

This Contract and the covenants and agreements of it shall bind and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. Unless the agreement otherwise requires, the covenants of this Contract shall survive the transfer of title.

17. FACSIMILE SIGNATURES/COUNTERPARTS.

The parties agree that a facsimile or pdf signature shall have the same legal force and effect as an original signature. This Contract may be signed in one or more counterparts which when taken together shall constitute one full executed contract.

18. NONMERGER.

The provisions of Paragraph 9, Representation and Warranties and other covenants given herein shall survive Closing and shall not be considered merged into the Deed.

19. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Illinois. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS CONTRACT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF ILLINOIS, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS OR

TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS ARTICLE 19. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ANY SUCH PARTY'S ADDRESS INDICATED IN THE NOTICES HEREIN.

20. WAIVER OF JURY TRIAL.

Except as otherwise expressly stated in this Contract to survive the Closing hereunder, all obligations the Parties have to each other under this Contract shall survive neither the Closing nor the earlier termination of this Contract. In the unlikely event that a dispute survives the Closing or termination, EACH OF SELLER AND PURCHASER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY THE OTHER PARTY HERETO UNDER THIS CONTRACT OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH OF SELLER AND PURCHASER MAY HAVE TO: (A) INJUNCTIVE RELIEF (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT TO THE CONTRARY); (B) A TRIAL BY JURY; (C) INTERPOSE ANY COUNTERCLAIM THEREIN (EXCEPT FOR ANY COMPULSORY COUNTERCLAIM WHICH, IF NOT ASSERTED IN SUCH SUIT, ACTION OR PROCEEDING, WOULD BE WAIVED); AND (D) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING.

IN WITNESS WHEREOF, the parties have executed this instrument at the place and on the date first above-specified.

PURCHASER:

CITY OF BLOOMINGTON

By: Tara Remez

Its: Mayor

SELLER:

FRONTIER NORTH, INC.

By: Mark Nielsen

Its: VP and Chief Legal Officer

ATTEST

By: [Signature]

EXHIBIT A

LEGAL DESCRIPTION

(TO BE ADDED UPON RECEIPT OF TITLE COMMITMENT)

EXHIBIT B

PURCHASE PRICE ALLOCATION ADJUSTMENTS

Parcel A (206 Douglas Street - #21-04-184-010): \$160,000.00
Parcel B (509 N. East Street - #21-04-185-005): \$15,000.00
Parcel C (209 Douglas Street - #21-04-257-013): \$125,000.00
Parcel D (222 E. Market Street - #21-04-257-014): \$380,000.00

By way of example only, if Parcel A was rejected, the Purchase Price for Parcels B, C & D would be: $\$961,000 - \$160,000 = \$801,000$.

If Parcel B was rejected, the Purchase Price for Parcels A, C & D would be: $\$961,000 - \$15,000 = \$946,000$.

NOTE: The prices listed above for each parcel have been negotiated at arms length between the parties and do not reflect the actual market value of each Parcel if appraised individually.

Frontier Communications Corporation Property – Downtown Bloomington, IL



Parcel #	PIN	Address	Size in Sq Feet	Parking Spaces
A	2104184010	206 Douglas Street	7,797	24
B	2104185005	509 N East Street	15,260	37
C	2104257013	209 Douglas Street	12,569	40
D	2104257014	222 E Market Street	21,830	64
TOTALS:			57,456	165

AMENDMENT I TO COMMERCIAL REAL ESTATE CONTRACT
(“Frontier Parking Lots South of the BCPA”)

This Amendment to Commercial Real Estate Contract (the “Amendment”) is entered into this ___ day of _____, 2017 by and between FRONTIER NORTH INC., a Wisconsin corporation (the “Seller”) and the CITY OF BLOOMINGTON, ILLINOIS, an Illinois municipal corporation (the “Purchaser”).

WHEREAS Seller and Purchaser previously executed a Contract to Purchase Commercial Real Estate for the properties located at 206 Douglas Street, 509 N. East Street, 209 Douglas Street and 222 E. Market Street, Bloomington, Illinois, executed by Seller on March 10, 2017 and by Purchaser by way of Ordinance 2017-32 on April 24, 2017 (the “Contract”);

WHEREAS, due to a pending lawsuit against Seller and a recorded Lis Pendens regarding certain property included in the Contract, Seller cannot yet provide evidence of marketable title as required by Section 2 of the Contract;

WHEREAS Seller and Purchaser desire to amend certain terms of the Contract and agree that it is in their respective best interests to execute this Amendment to set forth the terms and conditions to which Seller and Purchaser have agreed;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, Seller and Purchaser agree as follows:

1. Section 2 of the Contract is hereby deleted in its entirety and reinserted as “Section 4 (e) Title”. Any references to “Section 2” or “Paragraph 2” in the Contract shall now refer to “Section 4 (e) Title”.
2. “Section 4 (e) Title” is amended to provide that, Seller shall, within 30 days of the conclusion McLean County Circuit Court Case Number 2017 CH 92, including the time period for any appeal, and the release of the Lis Pendens known as File #2017-00007027 recorded with the McLean County Recorder on April 25, 2017, deliver an updated written title commitment showing that the Lis Pendens has been released.
3. The remaining portion of “Section 4 (e) Title” remains in effect regarding Purchaser’s opportunity to review the title commitment and object to any exceptions to title.
4. Assuming all other due diligence items have been completed or waived, Closing shall take place at a time and place mutually agreeable to the Seller and Purchaser within thirty (30) days of the completion of the “Conditions Precedent” as outlined in Section 4 of the Contract.
5. The “Inspection Period” shall be extended through 5:00 PM August 18, 2017 which date shall now be considered to be the “Inspection Deadline” both as detailed in Section 4 of the Contract.

6. "Section 9 (ii) Use" of the Contract is hereby deleted in its entirety and replaced with the following text:

"Use. After Closing, if Purchaser acquires Parcels A, B, C and D, Seller shall be permitted to park vehicles on the lot(s) described herein as Parcel B for a period of twenty-four (24) months after closing at no additional cost to Seller, up to the capacity of said parcel, until such time as Purchaser commences construction of improvements on said Parcel B ("improvements" shall be considered to mean the complete tear-out and replacement of the existing pavement, or the construction of a structured parking deck, or the construction of a building, or a similar significant investment by the Purchaser, but shall not be considered to mean the Purchaser's normal and customary maintenance for a parking lot including restriping or resealing). Use of such parking by Purchaser shall be permitted only during business hours, no overnight parking is permitted. Purchaser has no obligation to make improvements to Parcel B for the benefit or use of Seller. Purchaser shall not be liable to Seller for any damage to vehicles parked on Parcel B. Thereafter, Seller may license parking spaces on the Property on the same terms and conditions as those prescribed by Purchaser for use by third parties. Purchaser shall communicate the market rate to Seller on an annual basis and Seller may terminate the parking arrangement as to any spaces at any time upon thirty (30) days' notice to Purchaser. In the event that Purchaser does not acquire Parcel B, or does acquire Parcel B but does not acquire Parcel A, C, or D, Seller shall have no continued parking rights on the parcels acquired by Purchaser (as Seller will still own one or more of the Parcels)."

Other than as set forth herein, the terms and conditions of the Contract shall remain in full force and effect.

PURCHASER:
CITY OF BLOOMINGTON, ILLINOIS

SELLER:
FRONTIER NORTH INC.

By: _____

By: _____

Its: _____

Its: _____

Attestation:



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: July 24, 2017

SUBJECT: Consideration of adopting 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 2018 by \$73,983.00.

RECOMMENDATION/MOTION: That an 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 2018 by \$73,983.00 be adopted and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: 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 City and McLean County currently jointly lease the Government Center facility and Abraham Lincoln Parking Garage from the Public Building Commission (PBC). The County undertook an effort in July 2015 to restructure this lease arrangement with the PBC to expand its scope to additional properties, including the potential jail expansion, as well as to take into account long term maintenance responsibilities for the facilities. As a result, all parties agreed to renew their lease obligations and accordingly an Amended and Restated Lease Agreement was approved by Council on July 27, 2015.

This Amendment to the 2015 Amended and Restated Lease Agreement reflects an adjustment to the payment schedule due to a decrease in the estimated operations and maintenance cost for Calendar Year 2017. This will result in \$73,983 less in lease payment in FY 2018. It should be noted that last year there was a similar \$79,880 reduction in rent due under the 2015 Amended Lease.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This amended and restated agreement is applicable to the City in Fiscal Year 2018 Budget, 2017 Calendar Year for the 2016 Levy Year and the Fiscal Year 2017 Budget, 2016 Calendar Year for the 2015 Levy Year. Payment for this lease are allocated within the following accounts within the City's FY 2018 budget:

- Government Center Lease Principal Expense (10015485-73401) - \$357,500.00
- Government Center Lease Interest Expense (10015485-73701) - \$53,832.50
- Government Center Lease Payments (10015485-70425) - \$16,998.50
- Government Center Repair/Maintenance for Buildings (10015485-70510) - \$347,654.00

Abraham Lincoln Lot Lease Principal Expense (55605610-73401) - \$215,000.00
Abraham Lincoln Lot Lease Interest Expense (55605610-73701) - \$33,855.00
Abraham Lincoln Lot Lease Payments (55605610-70425) - \$41,478.00

This amendment is only to reflect an adjustment to the 7/27/15 approved payment schedule due to decreases in the estimated operations and maintenance costs for calendar years 2016 and 2017. The lease maintenance and operation payments will continue to be budgeted in the Government Center and Abraham Lincoln City budgets.

COMMUNITY DEVELOPMENT IMPACT: *N/A*

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel
Legal Review by: George Boyle, Asst. Corporation Counsel
Financial & budgetary review by: Laura Hughs, Accountant
Carla A. Murillo, Budget Manager

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance
- EXHIBIT Amended & Restated Lease Agreement

ORDINANCE 2017 - _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE
AMENDED AND RESTATED LEASE AGREEMENT

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

SECTION 1. That the Amendment to the Amended and Restated Lease Agreement between the Public Building Commission of McLean County, the City of Bloomington and McLean County, attached hereto as Exhibit A is hereby approved and the Mayor and City Clerk are authorized to execute said Amendment.

SECTION 2. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 4. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this _____ day of July, 2017.

APPROVED this _____ day of July, 2017.

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

Between the Public Building Commission of McLean County,
McLean County, Illinois, as lessor

and

The County of McLean, Illinois, and the
City of Bloomington, McLean County, Illinois, as lessees

AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT dated _____, 2017 (the “*Amendment*”), between the PUBLIC BUILDING COMMISSION OF MCLEAN COUNTY, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the “*Commission*”), as Lessor, and THE COUNTY OF MCLEAN, ILLINOIS, a municipal corporation of the State of Illinois (the “*County*”) and the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the “*City*”), as Lessees,

WITNESSETH:

WHEREAS, the Commission, as Lessor, and the County and the City, as Lessees, have heretofore entered into an Amended and Restated Lease Agreement, made the 30th day of July, 2015 (as previously amended, the “*Original Lease*”), pursuant to which the Commission leases to the County and the City the Facilities and the Sites (each as described and defined in the Original Lease), including the Projects (as described and defined in the Original Lease); and

WHEREAS, the Commission, the County and the City desire to amend the Original Lease in order to reduce rental payments of the County and City; and

WHEREAS, notwithstanding such reduction, the rental payments of the County shall exceed, on an annual basis, the amount of rental payments for which the County and the City agreed to be joint and severally liable and the principal and interest requirements on the Commission’s Public Building Revenue Bonds, Series 2015 (the “*2015 Bonds*”); and

WHEREAS, in order to provide the necessary revenues for the payment of bonds of the Commission heretofore issued or hereafter issued for the improvement of the Facilities and the Sites, including the Projects (as each term is defined in the Original Lease), including the 2015 Bonds, for all interest that may accrue on said bonds and for the costs of operations,

maintenance and administration, as provided in the Original Lease, it is necessary for the parties hereto to enter into this Amendment, amending the Original Lease as hereinafter set forth:

NOW, THEREFORE, in consideration of the rents reserved hereunder and the promises, and the covenants herein made by each of the parties hereto, and for other good and valuable consideration, it is covenanted and agreed by the said parties hereto as follows:

SECTION I. RENTAL PAYMENTS

Paragraph B of Section II of the Original Lease is amended to read as follows:

B. In addition to the annual rental due in calendar year 2015 pursuant to the Old County Courthouse Lease, the Government Center and Parking Garage Lease and the Law and Justice Center Lease, the County covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$10,000,000	\$(5,516,111)	\$ 4,483,889
2017	10,000,000	\$(4,196,715)	\$5,803,285
2018	10,000,000	0	10,000,000
2019	10,000,000	0	10,000,000
2020	10,000,000	0	10,000,000
2021	10,000,000	0	10,000,000
2022	10,000,000	0	10,000,000
2023	10,000,000	0	10,000,000
2024	10,000,000	0	10,000,000
2025	10,000,000	0	10,000,000
2026	10,000,000	0	10,000,000
2027	10,000,000	0	10,000,000
2028	10,000,000	0	10,000,000
2029	10,000,000	0	10,000,000
2030	10,000,000	0	10,000,000
2031	10,000,000	0	10,000,000
2032	10,000,000	0	10,000,000
2033	10,000,000	0	10,000,000
2034	10,000,000	0	10,000,000

Paragraph C of Section II of the Original Lease is amended to read as follows:

C. In addition to the annual rental due in calendar year 2015 pursuant to the Government Center and Parking Garage Lease, the City covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$1,135,284	\$(79,880)	\$1,055,404
2017	1,140,301	\$(73,983)	\$1,066,318
2018	1,147,095	0	1,147,095
2019	1,153,134	0	1,153,134
2020	1,153,442	0	1,153,442
2021	598,155	0	598,155
2022	464,590	0	464,590
2023	458,700	0	458,700
2024	465,205	0	465,205
2025	471,808	0	471,808
2026	478,510	0	478,510
2027	485,313	0	485,313
2028	492,218	0	492,218
2029	499,226	0	499,226
2030	506,339	0	506,339
2031	513,559	0	513,559
2032	520,888	0	520,888
2033	528,326	0	528,326
2034	535,876	0	535,876

SECTION II. MISCELLANEOUS

A. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

B. This Amendment has been executed in several counterparts, any of which shall be considered as an original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois, by authorizing of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of said Board and attested by the Secretary of said Board; The County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of the County Board of said County and to be attested by the Clerk of said County; and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Mayor of said City and attested by the Clerk of said City, as of the day and year first written.

PUBLIC BUILDING COMMISSION OF
MCLEAN COUNTY,
MCLEAN COUNTY, ILLINOIS

ATTEST:

Secretary, Board of Commissioners

By: _____
Chairman, Board of Commissioners

(AFFIX CORPORATE SEAL)

THE COUNTY OF MCLEAN, ILLINOIS

ATTEST:

County Clerk

By: _____
Chairman, County Board

(AFFIX CORPORATE SEAL)

CITY OF BLOOMINGTON, MCLEAN
COUNTY, ILLINOIS

ATTEST:

City Clerk

By: _____
Mayor

(AFFIX CORPORATE SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Thomas Novosad and John Morel, personally known to me to be respectively the Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2017.

Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that John McIntyre and Kathy Michael, personally known to me to be respectively the Chairman of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2017.

Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Tari Renner and Cherry Lawson, personally known to me to be respectively the Mayor and the Clerk of the City of Bloomington, McLean County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they signed and delivered the said instrument and caused the seal of the City of Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the City of Bloomington, McLean County, Illinois, pursuant to the authority and direction of the City Council of the City of Bloomington, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2017.

Illinois Notary Public

(NOTARIAL SEAL)



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: July 24, 2017

SUBJECT: Consideration of adopting an ordinance approving petition(s) from the Westminster Village, Inc., for a vacation of a 40' Sanitary Sewer and Public Utility Easement and dedication of a new Sanitary Sewer and Public Utility Easement and a Drainage Easement at Westminster Village, located south of Lincoln Street and west of Veterans Parkway and east of Mercer Avenue.

RECOMMENDATION/MOTION: That the ordinance be passed approving the easement vacation plat and the easement dedication plat and that the Mayor and City Clerk be authorized to sign the necessary documents.

STRATEGIC PLAN LINK: 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE: c. Functional, well maintained sewer collection system

BACKGROUND:

The petitioner discovered that in connection with bond financing for the Westminster Village expansion that an existing sanitary sewer easement (Document No. 92-31923) did not match up with the sanitary sewer line as constructed and that a separate sanitary sewer line, though in place, had no easement.

The subject easement vacation plat vacates the existing sanitary sewer and drainage easement and the subject easement dedication plats dedicate a utility easement for the existing public sewer and a drainage easement for the existing drainage ditch.

The plats comply with City engineering standards (Manual of Practice and Chapter 24 of City Code) and City staff has no objections to the plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Westminster Village, Inc.

FINANCIAL IMPACT: None. All survey and plat costs were paid by Westminster Village Inc.

COMMUNITY DEVELOPMENT IMPACT: N/A

[Link to Comprehensive Plan/Downtown Plan Goals:](#)

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

Respectfully submitted for Council consideration.

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

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

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

Community Development review by: Tom Dabareiner AICP, Community Development Director

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

Recommended by:



David A. Hales
City Manager

Attachments:

- B: Petition for Vacation
- C: Legal Descriptions
- D: Ordinance
- E: Easement Map/Plats
- F: Utility Easement Vacation Letters

PETITION FOR VACATION OF

**40' Sanitary Sewer and Public Utility Easement
Located at 2025 E. Lincoln Street, Bloomington, Illinois**

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now comes WESTMINSTER VILLAGE, INC., an Illinois not-for-profit corporation, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

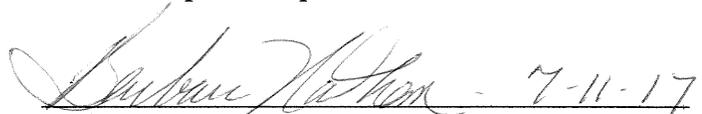
1. That your Petitioner is interested as Owner in the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of a 40' Sanitary Sewer and Public Utility Easement ("Utility Easement") within the premises as set forth on the Easement recorded as Document No. 92-31923, attached hereto as Exhibit B, and legally described and graphically depicted on the Vacation Plat attached hereto as Exhibit C; in exchange for a new Sanitary Sewer and Public Utility Easement legally described and graphically depicted on the Easement Plat attached hereto as Exhibit D and a new Drainage Easement legally described and graphically depicted on the Easement Plat attached hereto as Exhibit E;
3. That said vacation of the Utility Easement is reasonable and proper because such Utility Easement does not correctly reflect the location of the existing sanitary sewer line; which such existing sanitary sewer line follows the new easement depicted on Exhibit D.

WHEREFORE, your Petitioner prays that the Utility Easement be vacated in exchange for the grant of a new easement over the premises legally and graphically described on Exhibit D attached hereto.

Respectfully submitted,

Westminster Village, Inc.
An Illinois not-for-profit corporation

By:

 7-11-17

Barb Nathan
Its Chief Executive Officer

EXHIBIT A

PARCEL NO. 1:

PARCEL NO. 1:

That part of the South West 1/4 of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, which lies North West of the Northwesterly right of way line of U.S. Route 66 (FA Route 5) as monumented and occupied and the East 2 acres of the North East 1/4 of the South East 1/4 of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, EXCEPTING therefrom the following:

EXCEPTION NO. 1:

Commencing at the South East corner of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, thence 708.4 feet Northerly along the Section line to the Point of Beginning, the said point being the point of intersection of the Section line and the North right of way line of U.S. 66, thence Northerly along the East line of Section 10, a distance of 615 feet to an extension of the North line of the Bachenheimer Subdivision, thence Easterly along the said North line of the Bachenheimer Subdivision extended a distance of 26 feet to the proposed right of way line, thence Southerly along the proposed right of way line and parallel to the Section line to the intersection of the North line of U.S. 66, thence Southwesterly along the North line of U.S. 66 to the Point of Beginning, EXCEPT that portion already a part of the public right of way,

EXCEPTION NO. 2:

Commencing at the intersection of the East line of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, and the North line of U.S. 66, thence Northeasterly along the said North line of U.S. 66 to the Point of Beginning, an intersection with the East line of the proposed right of way, known as Exception No. 1; thence Northeasterly along the said U.S. 66 North right of way line a distance of 30 feet, thence Northwesterly to an intersection with the said East line of Exception No. 1 at a point 50 feet North of the Point of Beginning, thence Southerly a distance of 50 feet to the point of beginning,

EXCEPTION NO. 3:

A strip of land 10 feet in width East of and adjacent to the proposed East right of way line of Exception No. 1, above described and extending in a Northerly direction from Exception No. 2 to the North property line of Bachenheimer Subdivision, extended,

EXCEPTION NO. 4:

A part of the South West 1/4 of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois and a part of the North East 1/4 of the South East 1/4 of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Beginning at the North West corner of the South West 1/4 of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, thence West 26 feet to the East side of the Blum and Livingston Road, thence South and parallel to the West line of Section 11, 268 feet, thence East 181 feet to a point 268.5 feet South of the North line of the South West 1/4 of said Section 11, thence North 268.5 feet to a point on said North line, said point being 167 feet East of the Point of Beginning thence West 167 feet along said North line to the Point of Beginning, EXCEPTING therefrom the South 74.5 feet thereof,

EXCEPTION NO. 5:

Lots 1 and 2 in Garling Subdivision, a Subdivision of a part of the South West 1/4 of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, according to the Plat thereof recorded February 14, 1978 as Document No. 78-1787,

EXCEPTION NO. 6:

Part of the South West 1/4 of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, which lies North West of the Northwestern right of way line of U.S. Route 66 (F.A. Route 5) as monumented and occupied, described as follows: Commencing at a marker on the intersection of the North line of said South West 1/4 of Section 11, and the Northwestern right of way line of said U.S. Route 66 (F.A. Route 5), thence West along the North line of said South West 1/4 of Section 11, 380 feet, thence South 225 feet, thence Southeasterly 200 feet to a point on the Northwestern right of way line of said U.S. Route 66 (F.A. Route 5), thence Northeasterly along said right of way line 450 feet to the Point of Beginning,

EXCEPTION NO. 7:

Part of the South West 1/4 of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois which lies North West of the Northwestern right of way line of U.S. Route 66 (F.A. Route 5) as monumented and occupied, described as follows: Commencing at the intersection of the West line of said South West 1/4 to Section 11, and the North line of U.S. Route 66, thence Northeasterly along the said North right of way line of U.S. Route 66, 250 feet, thence North 180 feet, thence West 220 feet to a point on the East right of way line of Mercer Avenue, thence South 250 feet to the Point of Beginning,

EXCEPTION NO. 8:

Commencing at the North West corner of the South West 1/4 of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois; thence South 56 feet along the West line of said Section 11; thence Easterly 1942.94 feet parallel to the North line of said South West 1/4 Section to the Point of Beginning; thence Easterly 13.02 feet parallel to said North line of said South West 1/4 Section, thence Southeasterly to a point on the West right of way line of Route F.A. 5, which is 65.76 feet Southerly from and at right angles to said North line of said South West 1/4 Section; thence Southwesterly along said West right of way line of Route F.A. 5, a distance of 10 feet; thence Northwesterly a distance of 50 feet to the Point of Beginning;

EXCEPTION NO. 9:

Also, Except that part conveyed to the City of Bloomington by Deed recorded April 16, 1982 as Document No. 82-3063, described as follows:

TRACT A:

Commencing at a point on the West line of the South West 1/4 of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, 1323.4 feet North of the South West corner thereof, said point being the intersection of the North line of Bachenheimer's Subdivision extended and the West line of the South West 1/4 of Section 11, thence Easterly 35 feet along said North line of Bachenheimer's Subdivision extended, thence Northerly to a point on the West line of the South West 1/4 of Section 11, said point being 453.5 feet South of the North West corner of the South West 1/4 of Section 11, thence South along said West line of said South West 1/4 of Section 11, 857.34 feet to the point of commencing.

TRACT B:

The Easterly 66.24 feet of the Northerly 1311.84 feet of the South East 1/4 of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, excepting the Northerly 453.5 feet of the Easterly 26 feet thereof,

EXCEPTION NO. 10:

Lot 1 in First Federal Subdivision in the City of Bloomington, according to the Plat thereof recorded August 19, 1994 as Document No. 94-22315,

EXCEPTION NO. 11:

That Tract of land conveyed to the State of Illinois, Department of Transportation by Warranty Deed dated August 11, 2000 and recorded October 16, 2000 as Document No. 2000R25926.

EXHIBIT B

92 31923
Doc. No. 92 31923 Filed for Record in Recorder's Office of McLean County, IL.
NOV 5 1992 at 3:31 o'clock L. M. MAE DEANE County Recorder

EASEMENT

THIS INDENTURE WITNESSETH that the Westminster Village, an Illinois not-for-profit corporation, hereinafter referred to as "Grantor", for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged grants, conveys, quit claims and dedicates to the City of Bloomington, Illinois, a municipal corporation, hereinafter referred to as "Grantee", a permanent utility easement over and across Grantor's land for the purpose of clearing, trenching for, laying, constructing, operating, altering, maintaining and removing a sanitary sewer and other public utilities together with all necessary appurtenances thereto, which easement is described as follows:

Tract 1: A part of the Southwest Quarter of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly as follows:

Commencing at the Northwest Corner of the Southwest Quarter of Section 11; thence Easterly along the North line of the Southwest Quarter of said Section 11, a distance of 1125.79 feet; thence Southerly at right angles to the previous course a distance of 43 feet to the Point of Beginning of the centerline of the easement, said easement to extend 20 feet; measured at right angles, on each side of the following described centerline: Southerly along the previous course extended a distance of 69 feet; thence Southeasterly at an angle of 117°-30' to the right from the previous course a distance of 236 feet; thence Southeasterly at an angle of 155°-30' to the left from the previous course a distance of 160 feet; thence Southeasterly at an angle of 152°-30' to the left from the previous course a distance of 117 feet; thence Southerly at an angle of 172°-30' to the left from the previous course a distance of 154 feet; thence Southwesterly at an angle of 159°-30' to the left from the previous course a distance of 131 feet; thence Southeasterly at an angle of 133°-00' to the right from the previous course to the West Right-of-Way line of Business Route 55 (F.A. Rte 5 - Old U.S. Rte. 66).

Tract 2: A part of the Southwest Quarter of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows:

A strip of land 15 feet in width, lying South of and adjacent to the following described line: Commencing at the Northwest Corner of the Southwest Quarter of said Section 11; thence Easterly along the North line of the Southwest Quarter of said Section 11, a distance of 915.79 feet; thence Southerly at right angles to the previous course a

92 31923

distance of 43 feet to the Point of Beginning, said point also being on the South Right-of-Way line of Lincoln Street. From said Point of Beginning, thence East 265 feet along said South Right-of-Way line which is parallel with the North line of said Southwest Quarter except therefrom that portion which lies within said Tract # 1.

In addition to the foregoing permanent easement, Grantor grants herewith to the City of Bloomington, a temporary easement for the purpose of working and maneuvering space for materials, equipment, displaced earth and personnel across the following described property:

Twenty-five feet adjoining and west or south of the permanent easement above described.

The grant of this Easement is subject to the following terms and conditions:

1. Grantee shall have, through its employees, agents or contractors the free right of ingress and egress over and across the easement property insofar as such right of ingress and egress is necessary for the proper use of any right granted herein.

2. Grantee agrees to repair or pay Grantor for any damage which may result to Grantor's property by reason of Grantee exercising its rights to use the easement granted hereunder.

3. Grantee agrees to indemnify and hold Grantor harmless from any and all liability, damage, expense, cause of action, suits or claims of judgment arising from injury to persons or property on the above-described premises which arise out of the act, or failure to act, or negligence of Grantee, its agents, employees or assigns in the exercise of the rights under this Grant of Easement.

4. The grant of this easement in no way alters, effects or diminishes the rights given to Grantee by Grantor's predecessor in interest, Presbyterian Housing Program, d/b/a Westminster Village Bloomington, under a Grant of Easement dated June 3, 1981 and recorded in the McLean County, Illinois Recorder's office as Document No. 81-6301.

5. Grantor may not place, build, construct or erect any permanent structure on either the permanent or temporary easement area without the express, written consent of the City.

6. The temporary easement granted hereunder shall remain in effect until one year from the date of Grantee's completion and acceptance of the sanitary sewer at which time the temporary easement shall terminate automatically without further action by the Grantor or Grantee.

92 31923

7. The terms, conditions and provisions of this Grant of Easement as herein set forth shall be binding upon and inur to the benefit of the successors and assigns of the respective parties hereto and shall run with title to the land.

DATED this 29 day of October, 1992.

Westminster Village,
an Illinois not-for-profit
corporation

By: *[Signature]*

Attest:

[Signature]

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

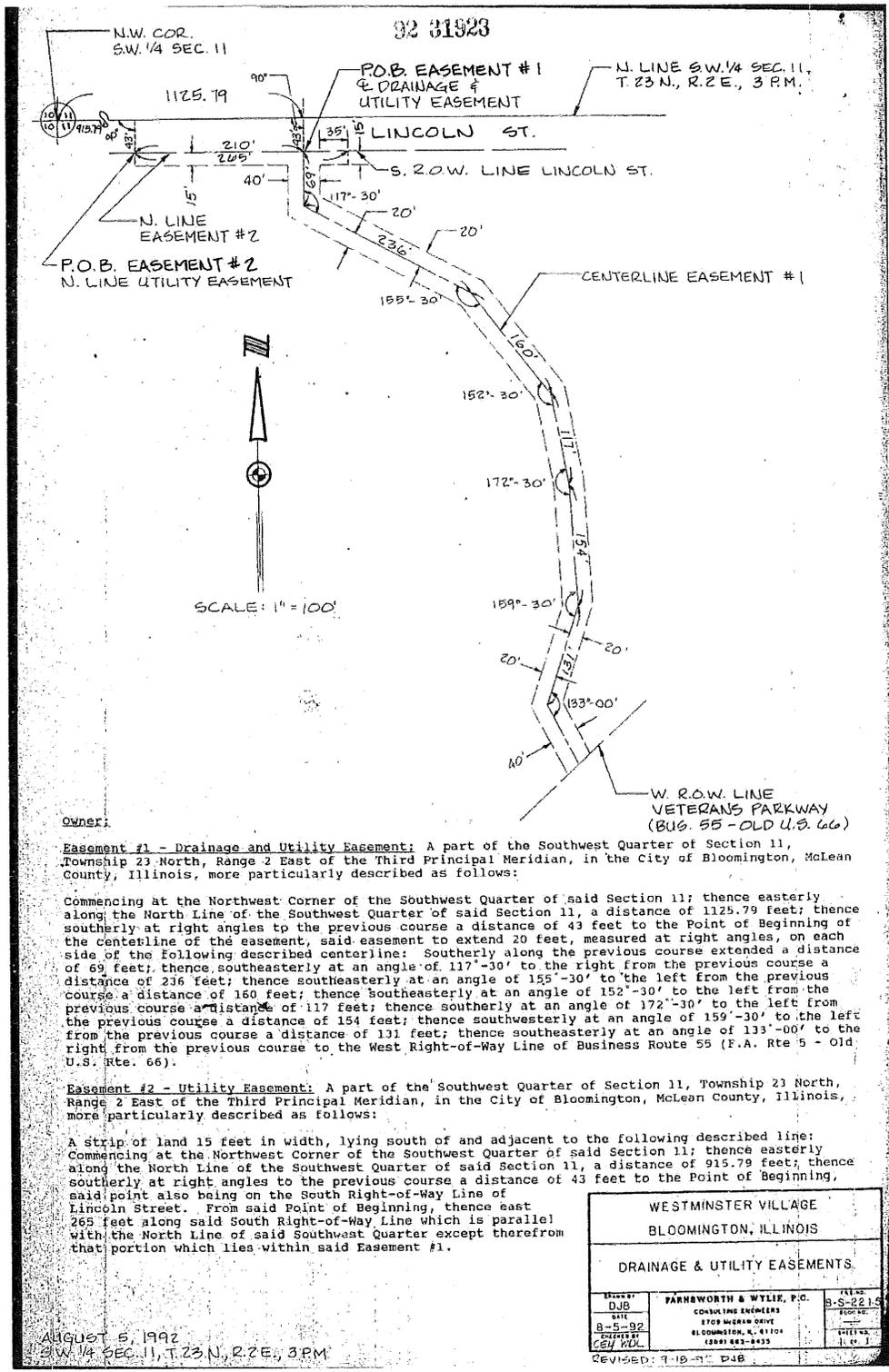
I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the President of the Westminster Village, an Illinois not-for-profit corporation and _____, personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument of writing as President and Secretary of said corporation, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of October, A.D. 1992.



Carol D. Young
Notary Public

Prepared By: Hannah R. Eisner, Attorney for City, 109 E. Olive Street,
Bloomington, IL 61701



Owner:

Easement #1 - Drainage and Utility Easement: A part of the Southwest Quarter of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 11; thence easterly along the North Line of the Southwest Quarter of said Section 11, a distance of 1125.79 feet; thence southerly at right angles to the previous course a distance of 43 feet to the Point of Beginning of the centerline of the easement, said easement to extend 20 feet, measured at right angles, on each side of the following described centerline: Southerly along the previous course extended a distance of 69 feet; thence southeasterly at an angle of 117°-30' to the right from the previous course a distance of 236 feet; thence southeasterly at an angle of 155°-30' to the left from the previous course a distance of 160 feet; thence southeasterly at an angle of 152°-30' to the left from the previous course a distance of 117 feet; thence southerly at an angle of 172°-30' to the left from the previous course a distance of 154 feet; thence southwesterly at an angle of 159°-30' to the left from the previous course a distance of 131 feet; thence southeasterly at an angle of 133°-00' to the right from the previous course to the West Right-of-Way Line of Business Route 55 (P.A. Rte 5 - Old U.S. Rte. 66).

Easement #2 - Utility Easement: A part of the Southwest Quarter of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows:

A strip of land 15 feet in width, lying south of and adjacent to the following described line: Commencing at the Northwest Corner of the Southwest Quarter of said Section 11; thence easterly along the North Line of the Southwest Quarter of said Section 11, a distance of 915.79 feet; thence southerly at right angles to the previous course a distance of 43 feet to the Point of Beginning, said point also being on the South Right-of-Way Line of Lincoln Street. From said Point of Beginning, thence east 265 feet along said South Right-of-Way Line which is parallel with the North Line of said Southwest Quarter except therefrom that portion which lies within said Easement #1.

WESTMINSTER VILLAGE BLOOMINGTON, ILLINOIS		
DRAINAGE & UTILITY EASEMENTS.		
DRAWN BY DJB DATE 8-5-92 CHECKED BY GEN WDL	FARNWORTH & WILK, P.C. COASTAL ENGINEERS 8709 MURRAY DRIVE BLOOMINGTON, IL 61704 (815) 882-9433	TITLE NO. B-S-2215 SHEET NO. 1 OF 1 REVISED: 7-10-92 DJB

AUGUST 5, 1992
S.W. 1/4 SEC. 11, T. 23 N., R. 2 E., 3 P.M.

ORDINANCE NO. 2017 - __

AN ORDINANCE APPROVING THE VACATION AND DEDICATION OF SEVERAL EASEMENTS AT WESTMINSTER VILLAGE

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the vacation of a 40' Sanitary Sewer and Public Utility Easement ("Utility Easement") within the premises as set forth on the Easement recorded as Document No. 92-31923, attached hereto as Exhibit B, and legally described and graphically depicted on the Vacation Plat attached hereto as Exhibit C; in exchange for a new Sanitary Sewer and Public Utility Easement legally described and graphically depicted on the Easement Plat attached hereto as Exhibit D and made a part hereof by this reference; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code except for said requested exemptions and/or variations:

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 the Vacation Plat of the 40' Sanitary Sewer and Public Utility Easement dated 4-28-17 labeled Exhibit C is hereby approved.

SECTION 3. That the Sanitary Sewer and Public Utility Easement legally described and graphically depicted on the Easement Plat attached hereto as Exhibit D and dated 5-2-17 is hereby dedicated.

SECTION 4. That the Drainage Easement legally described and graphically depicted on the Easement Plat attached hereto as Exhibit E and dated 5-2-17 is hereby dedicated.

SECTION 5. That said vacation of Vacation Plat of the 40' Sanitary Sewer and Public Utility Easement is reasonable and proper because said easements are not needed for public use by said City, or by utility companies that may have rights of use, and that a utility easement for the existing public sewer attached hereto as Exhibit D and drainage easement attached hereto as Exhibit E is being dedicated.

SECTION 6. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 7. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 8. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 9. This ordinance shall be effective immediately after its passage and approval.

SECTION 10. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED THIS 24th DAY OF JULY 2017.

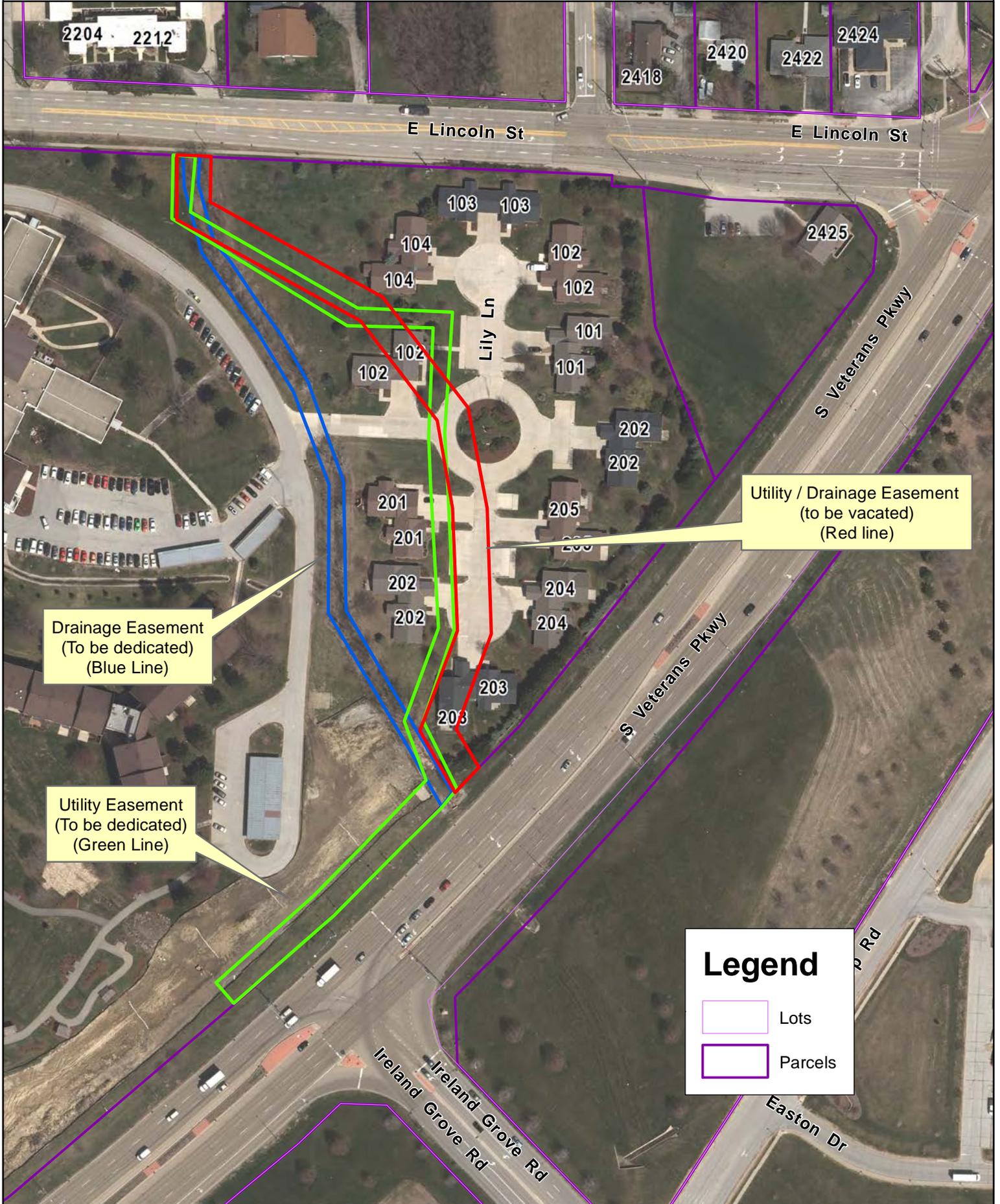
APPROVED THIS __ DAY OF JULY 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



Utility / Drainage Easement
(to be vacated)
(Red line)

Drainage Easement
(To be dedicated)
(Blue Line)

Utility Easement
(To be dedicated)
(Green Line)

Legend

-  Lots
-  Parcels

EASEMENT PLAT

PART OF SW 1/4 SEC. 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

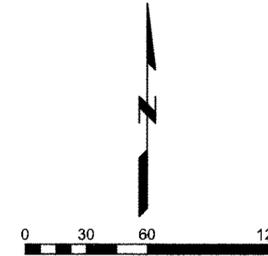


Farnsworth
GROUP

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

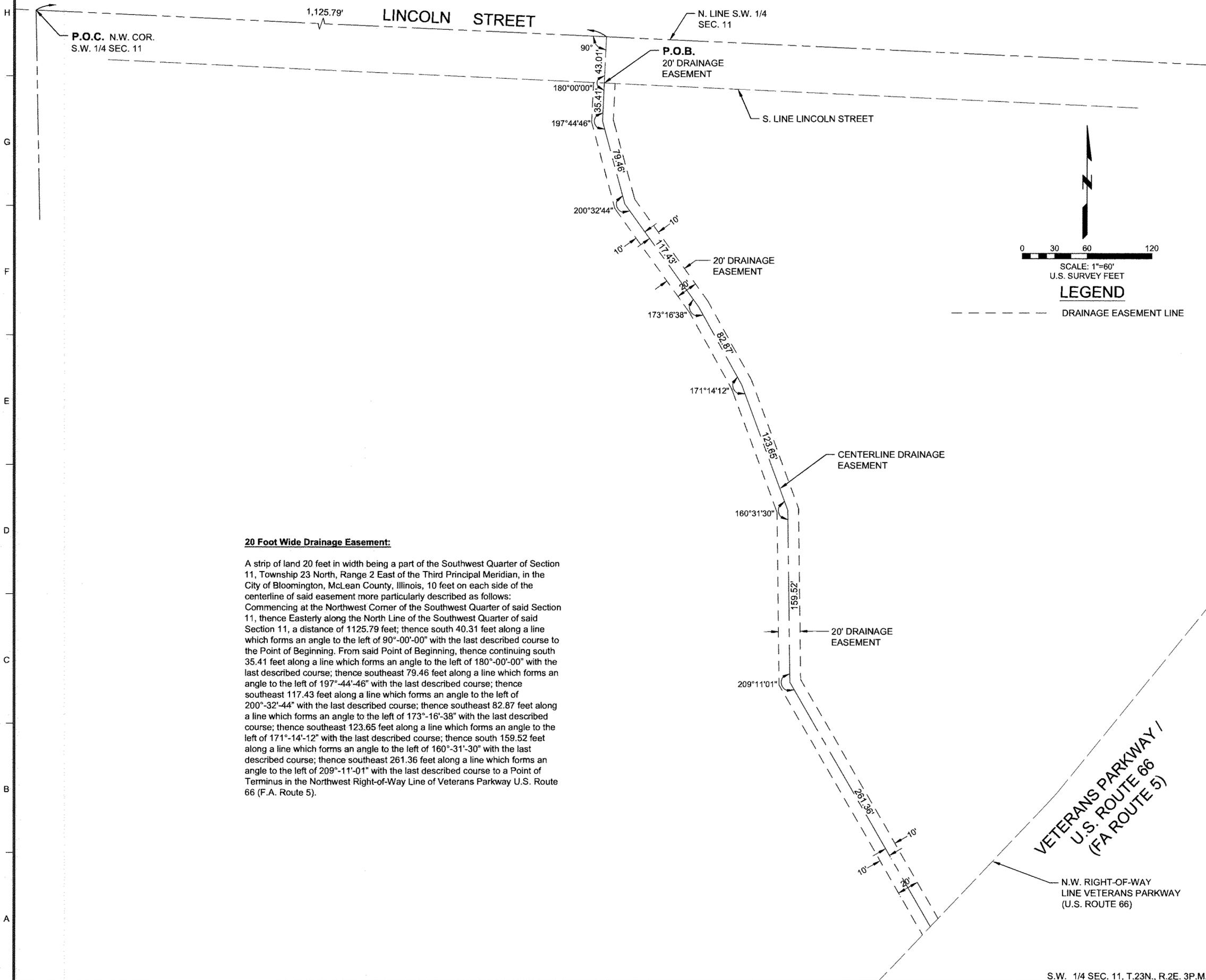
www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:
Date: Description:



LEGEND

--- DRAINAGE EASEMENT LINE



20 Foot Wide Drainage Easement:

A strip of land 20 feet in width being a part of the Southwest Quarter of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, 10 feet on each side of the centerline of said easement more particularly described as follows: Commencing at the Northwest Corner of the Southwest Quarter of said Section 11, thence Easterly along the North Line of the Southwest Quarter of said Section 11, a distance of 1125.79 feet; thence south 40.31 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course to the Point of Beginning. From said Point of Beginning, thence continuing south 35.41 feet along a line which forms an angle to the left of 180°-00'-00" with the last described course; thence southeast 79.46 feet along a line which forms an angle to the left of 197°-44'-46" with the last described course; thence southeast 117.43 feet along a line which forms an angle to the left of 200°-32'-44" with the last described course; thence southeast 82.87 feet along a line which forms an angle to the left of 173°-16'-38" with the last described course; thence southeast 123.65 feet along a line which forms an angle to the left of 171°-14'-12" with the last described course; thence south 159.52 feet along a line which forms an angle to the left of 160°-31'-30" with the last described course; thence southeast 261.36 feet along a line which forms an angle to the left of 209°-11'-01" with the last described course to a Point of Terminus in the Northwest Right-of-Way Line of Veterans Parkway U.S. Route 66 (F.A. Route 5).

PROJECT:
WESTMINSTER VILLAGE

BLOOMINGTON, ILLINOIS

Date: 5-2-17

Design/Drawn: DJM

Reviewed: BAB KDV

Field Book No.:

Project No.: 0160431.00

SHEET TITLE:

EASEMENT PLAT

SHEET NUMBER:

1

S.W. 1/4 SEC. 11, T.23N., R.2E. 3P.M.

File No.: 18-2183

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EASEMENT PLAT

PART OF SW 1/4 SEC. 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

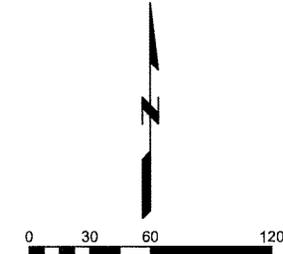


Farnsworth
GROUP

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

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

ISSUE:
Date: Description:



SCALE: 1"=60'
U.S. SURVEY FEET
LEGEND

--- UTILITY EASEMENT LINE

PROJECT:
WESTMINSTER VILLAGE

BLOOMINGTON, ILLINOIS

Date: 5-2-17

Design/Drawn: DJM

Reviewed: BAR

Field Book No.:

Project No.: 0160431.00

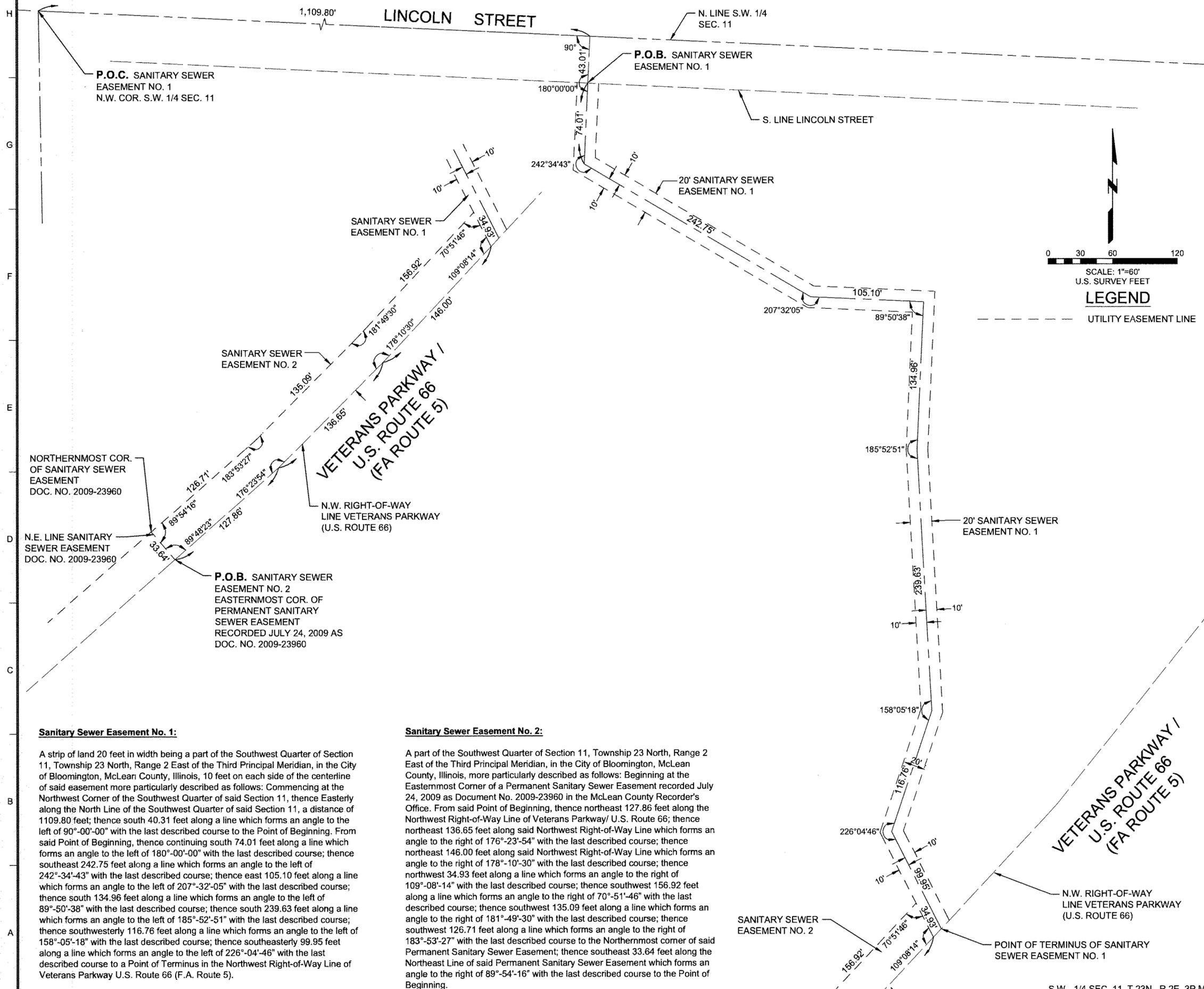
SHEET TITLE:

EASEMENT PLAT

SHEET NUMBER:

1

File No.: 18-2183



Sanitary Sewer Easement No. 1:

A strip of land 20 feet in width being a part of the Southwest Quarter of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, 10 feet on each side of the centerline of said easement more particularly described as follows: Commencing at the Northwest Corner of the Southwest Quarter of said Section 11, thence Easterly along the North Line of the Southwest Quarter of said Section 11, a distance of 1109.80 feet; thence south 40.31 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course to the Point of Beginning. From said Point of Beginning, thence continuing south 74.01 feet along a line which forms an angle to the left of 180°-00'-00" with the last described course; thence southeast 242.75 feet along a line which forms an angle to the left of 242°-34'-43" with the last described course; thence east 105.10 feet along a line which forms an angle to the left of 207°-32'-05" with the last described course; thence south 134.96 feet along a line which forms an angle to the left of 89°-50'-38" with the last described course; thence south 239.63 feet along a line which forms an angle to the left of 185°-52'-51" with the last described course; thence southwesterly 116.76 feet along a line which forms an angle to the left of 158°-05'-18" with the last described course; thence southeasterly 99.95 feet along a line which forms an angle to the left of 226°-04'-46" with the last described course to a Point of Terminus in the Northwest Right-of-Way Line of Veterans Parkway U.S. Route 66 (F.A. Route 5).

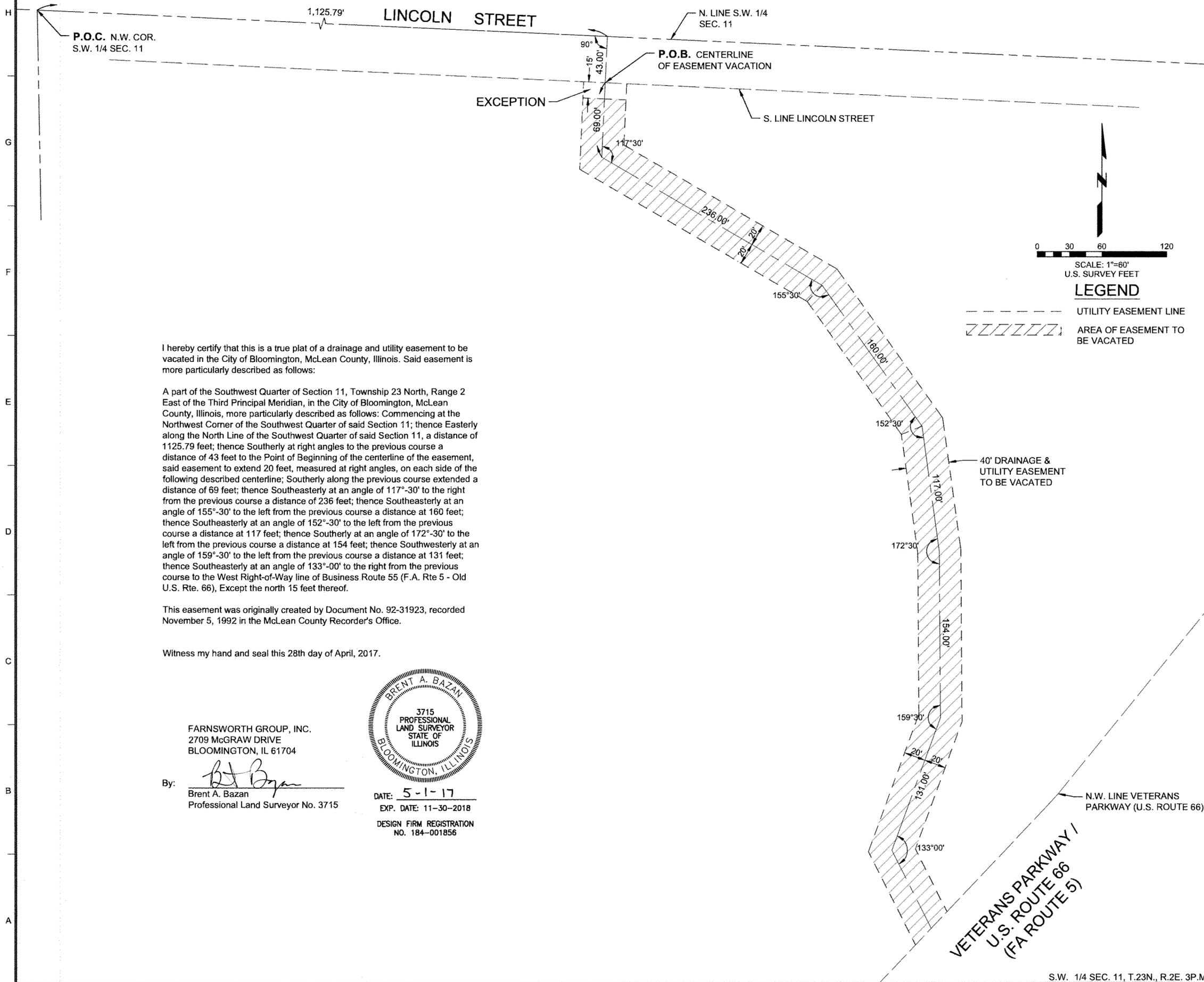
Sanitary Sewer Easement No. 2:

A part of the Southwest Quarter of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Easternmost Corner of a Permanent Sanitary Sewer Easement recorded July 24, 2009 as Document No. 2009-23960 in the McLean County Recorder's Office. From said Point of Beginning, thence northeast 127.86 feet along the Northwest Right-of-Way Line of Veterans Parkway/ U.S. Route 66; thence northeast 136.65 feet along said Northwest Right-of-Way Line which forms an angle to the right of 176°-23'-54" with the last described course; thence northeast 146.00 feet along said Northwest Right-of-Way Line which forms an angle to the right of 178°-10'-30" with the last described course; thence northwest 34.93 feet along a line which forms an angle to the right of 109°-08'-14" with the last described course; thence southwest 156.92 feet along a line which forms an angle to the right of 70°-51'-46" with the last described course; thence southwest 126.71 feet along a line which forms an angle to the right of 183°-53'-27" with the last described course to the Northernmost corner of said Permanent Sanitary Sewer Easement; thence southeast 33.64 feet along the Northeast Line of said Permanent Sanitary Sewer Easement which forms an angle to the right of 89°-54'-16" with the last described course to the Point of Beginning.

| dmuntz | J:\2016\0160431.00 - Westminster Expansion Site Design\Survey\07_Drawings\0160431.00 - Westminster Easement Plat.dwg | 5/2/2017 7:50 AM |

EASEMENT VACATION PLAT

PART OF SW 1/4 SEC. 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



I hereby certify that this is a true plat of a drainage and utility easement to be vacated in the City of Bloomington, McLean County, Illinois. Said easement is more particularly described as follows:

A part of the Southwest Quarter of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the Northwest Corner of the Southwest Quarter of said Section 11; thence Easterly along the North Line of the Southwest Quarter of said Section 11, a distance of 1125.79 feet; thence Southerly at right angles to the previous course a distance of 43 feet to the Point of Beginning of the centerline of the easement, said easement to extend 20 feet, measured at right angles, on each side of the following described centerline; Southerly along the previous course extended a distance of 69 feet; thence Southeasterly at an angle of 117°-30' to the right from the previous course a distance of 236 feet; thence Southeasterly at an angle of 155°-30' to the left from the previous course a distance at 160 feet; thence Southeasterly at an angle of 152°-30' to the left from the previous course a distance at 117 feet; thence Southerly at an angle of 172°-30' to the left from the previous course a distance at 154 feet; thence Southwesterly at an angle of 159°-30' to the left from the previous course a distance at 131 feet; thence Southeasterly at an angle of 133°-00' to the right from the previous course to the West Right-of-Way line of Business Route 55 (F.A. Rte 5 - Old U.S. Rte. 66), Except the north 15 feet thereof.

This easement was originally created by Document No. 92-31923, recorded November 5, 1992 in the McLean County Recorder's Office.

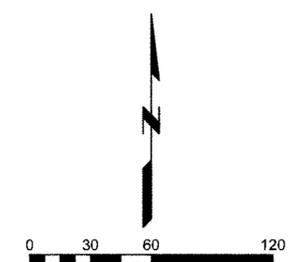
Witness my hand and seal this 28th day of April, 2017.

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

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



DATE: 5-1-17
EXP. DATE: 11-30-2018
DESIGN FIRM REGISTRATION NO. 184-001856



LEGEND

- UTILITY EASEMENT LINE
- AREA OF EASEMENT TO BE VACATED



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:
WESTMINSTER VILLAGE

BLOOMINGTON, ILLINOIS

Date: 4-28-17

Design/Drawn: DJM

Reviewed: JDA

Field Book No.:

Project No.: 0160431.00

SHEET TITLE:

EASEMENT VACATION PLAT

SHEET NUMBER:

1



May 25, 2017

416 MAIN STREET
SUITE 1125
PEORIA, IL 61602

PHONE: (309) 671-9600
FAX: (309) 671-9616

www.mhtlaw.com

Dean Thompson
Distribution Design Supervisor, Division III
Ameren Illinois
501 E. LaFayette St.
Bloomington, IL 61702

Re: Westminster Village
2025 E. Lincoln St., City of Bloomington, McLean County, Illinois

Dear Mr. Thompson:

We represent Westminster Village, an Illinois not-for-profit corporation, who has requested that the City of Bloomington vacate an existing Utility Easement granted to the City of Bloomington per Document No. 92-31923, in exchange for the grant to the City of a new Sanitary Sewer Easement reflecting the exact location of the sanitary line as constructed. This is demonstrated on the attached ALTA Land Title Survey and, for your convenience, the relevant notes are highlighted in yellow. Also enclosed is a copy of the Utility Easement granted by Document No. 92-31923.

The City of Bloomington requires letters from relevant utility companies in the area confirming that they have no utilities in the existing Easement prior to vacation.

The ALTA Survey denotes no existing utility lines for your company within the Easement.

So that we may resolve this matter, we would appreciate you executing a copy of this letter below, noting that you have no utility lines within the aforementioned Easement and no objection to the vacation of Document No. 92-31923. If you wish to use a different form of letter in response, that would be fine as well. For your convenience, I am enclosing herewith a self-addressed, stamped envelope and a duplicate of this letter.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Richard M. Joseph
For Miller, Hall & Triggs, LLC

- ROBERT C. HALL *
- DENNIS R. TRIGGS **
- WILLIAM R. KOHLHASE
- MICHAEL J. TIBBS
- RICHARD M. JOSEPH ***
- NATHAN R. MILLER
- JAY E. GREENING
- SCOTT A. BRUNTON
- JEFFREY E. KRUMPE
- MICHAEL A. KEETON
- MARK D. WALTON
- CHRISTOPHER D. OSWALD
- ROBERT B. MCCOY
- JOSHUA D. HERMAN
- KATHERINE L. SWISE
- JENNIFER KLEIN VANDEWIELE
- KATEAH M. McMASTERS
- KATHLEEN M. CARTER

- ROBERT HOLLIS MILLER (RET.)
- PATRICK A. MURPHEY (RET.)
- CHARLES H. YOUNG (RET.)
- THOMAS R. DAVIS (1952-2005)
- PAUL A. LEWIS (1949-2011)

ALSO LICENSED IN:
* FLORIDA
** DISTRICT OF COLUMBIA
***ARKANSAS AND WISCONSIN

Ameren Illinois confirms that it has installed no utilities pursuant to Document No. 92-31923 and has no objection in regards to vacation of the same.

Dated this 12 day of June, 2017.

x
Print Name: Dean Thompson
Print Title: Distribution Supervisor

P.S. Please see attached

Campus Communications Group, Inc.
PO Box 25, Champaign, IL 61824



Michael O'Linc
President
217-417-6455

Legal/Contracts Department
pswisher@pavlovmedia.com
217-353-3013

Via Email: richard.joseph@mhtlaw.com

May 26, 2017

Mr. Richard M. Joseph
Miller, Hall & Triggs, LLC
416 Main Street
Suite 1125
Peoria, Illinois 61602

**RE: Westminster Village
2025 E. Lincoln St. – City of Bloomington
McLean County, Illinois**

Dear Mr. Joseph:

Enclosed please find the acknowledgement and execution of your letter dated May 25, 2017.

We have reviewed our underground installs in the area noted and wish to confirm for the purposes outlined in the letter, that Campus Communications Group, Inc. does not have any underground facilities in the area noted in the letter and the enclosed ALTA Land Title Survey.

Please do not hesitate to contact us should there be any further questions.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Michael O'Linc', is written over the typed name. To the right of the signature are three blue 'X' marks.

Michael O'Linc
President

MO/prs
Enclosure



Writer's Direct Email:
Richard.joseph@mhtlaw.com

May 25, 2017

416 MAIN STREET
SUITE 1125
PEORIA, IL 61602

Michael O'Linc
Pam Swisher
Campus Communications Group

Via Email: molinc@ccgfiber.com
Via Email: pswisher@pavlovmedia.com

PHONE: (309) 671-9600
FAX: (309) 671-9616

Re: Westminster Village
2025 E. Lincoln St., City of Bloomington, McLean County, Illinois

www.mhtlaw.com

Dear Mr. O'Linc and Ms. Swisher:

- ROBERT C. HALL *
- DENNIS R. TRIGGS **
- WILLIAM R. KOHLHASE
- MICHAEL J. TIBBS
- RICHARD M. JOSEPH ***
- NATHAN R. MILLER
- JAY E. GREENING
- SCOTT A. BRUNTON
- JEFFREY E. KRUMPE
- MICHAEL A. KEETON
- MARK D. WALTON
- CHRISTOPHER D. OSWALD
- ROBERT B. MCCOY
- JOSHUA D. HERMAN
- KATHERINE L. SWISE
- JENNIFER KLEIN VANDEWIELE
- KATEAH M. McMASTERS
- KATHLEEN M. CARTER

We represent Westminster Village, an Illinois not-for-profit corporation, who has requested that the City of Bloomington vacate an existing Utility Easement granted to the City of Bloomington per Document No. 92-31923, in exchange for the grant to the City of a new Sanitary Sewer Easement reflecting the exact location of the sanitary line as constructed. This is demonstrated on the attached ALTA Land Title Survey and, for your convenience, the relevant notes are highlighted in yellow. Also enclosed is a copy of the Utility Easement granted by Document No. 92-31923.

The City of Bloomington requires letters from relevant utility companies in the area confirming that they have no utilities in the existing Easement prior to vacation.

The ALTA Survey denotes no existing utility lines for your company within the Easement.

So that we may resolve this matter, we would appreciate you executing a copy of this letter below, noting that you have no utility lines within the aforementioned Easement and no objection to the vacation of Document No. 92-31923. If you wish to use a different form of letter in response, that would be fine as well.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Richard M. Joseph
For Miller, Hall & Triggs, LLC

- ROBERT HOLLIS MILLER (RET.)
- PATRICK A. MURPHEY (RET.)
- CHARLES H. YOUNG (RET.)
- THOMAS R. DAVIS (1952-2005)
- PAUL A. LEWIS (1949-2011)

Campus Communications Group confirms that it has installed no utilities pursuant to Document No. 92-31923 and has no objection in regards to vacation of the same.

Dated this 25th day of May, 2017.

ALSO LICENSED IN:
* FLORIDA
** DISTRICT OF COLUMBIA
***ARKANSAS AND WISCONSIN

x
Print Name: MICHAEL O'LINC
Print Title: PRESIDENT

SECTION #8
 PLAN NO. 8-2383
 STOP

SECTION #9
 PLAN NO. 8-2383
 STOP

SECTION #10
 PLAN NO. 8-2383
 STOP

SECTION #11
 PLAN NO. 8-2383
 STOP

SECTION #12
 PLAN NO. 8-2383
 STOP

SECTION #13
 PLAN NO. 8-2383
 STOP

SECTION #14
 PLAN NO. 8-2383
 STOP

SECTION #15
 PLAN NO. 8-2383
 STOP

SECTION #16
 PLAN NO. 8-2383
 STOP

SECTION #17
 PLAN NO. 8-2383
 STOP

SECTION #18
 PLAN NO. 8-2383
 STOP

SECTION #19
 PLAN NO. 8-2383
 STOP

SECTION #20
 PLAN NO. 8-2383
 STOP

SECTION #21
 PLAN NO. 8-2383
 STOP

SECTION #22
 PLAN NO. 8-2383
 STOP

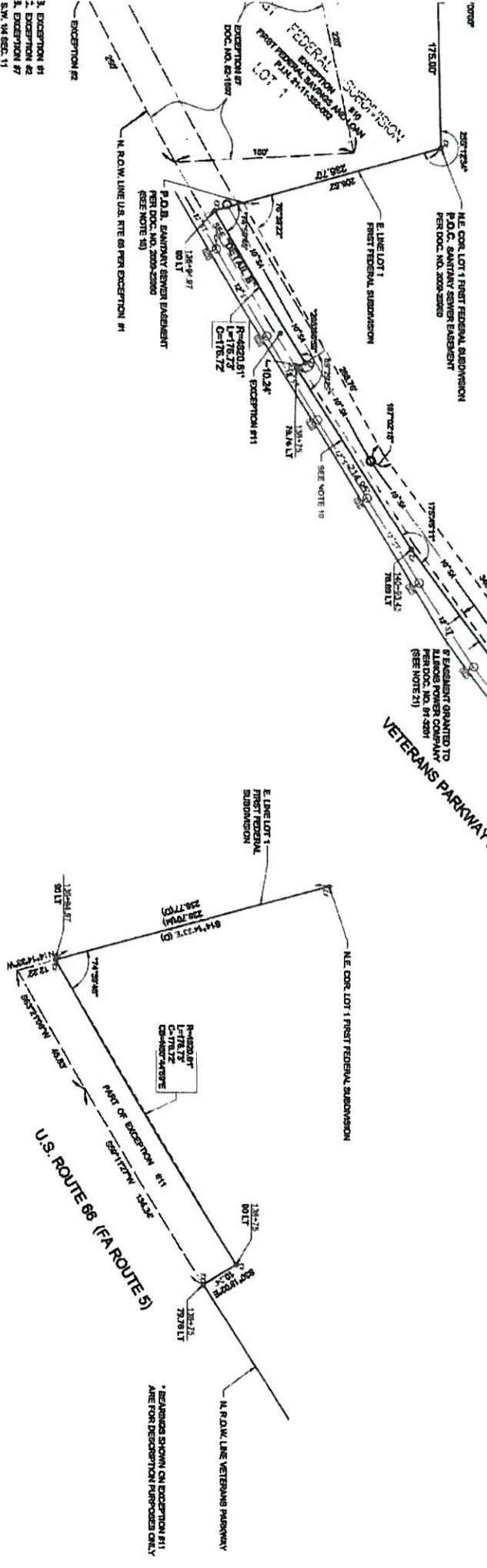
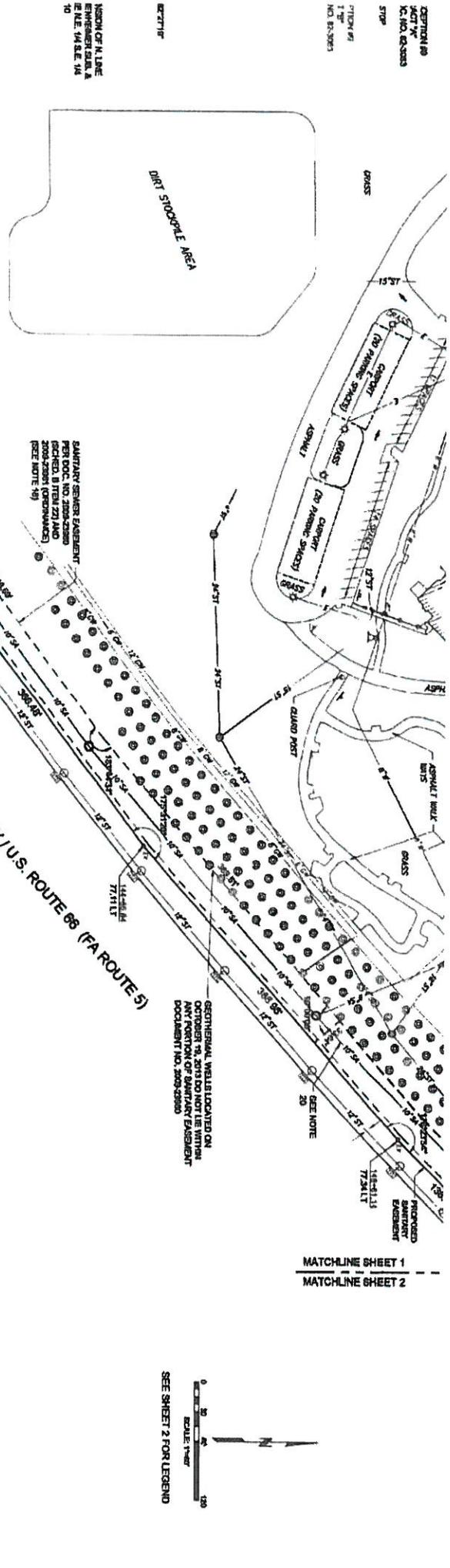
SECTION #23
 PLAN NO. 8-2383
 STOP

SECTION #24
 PLAN NO. 8-2383
 STOP

SECTION #25
 PLAN NO. 8-2383
 STOP

SECTION #26
 PLAN NO. 8-2383
 STOP

SECTION #27
 PLAN NO. 8-2383
 STOP



1. EXCEPTION #1
 2. EXCEPTION #2
 3. EXCEPTION #7
 S.W. 1/4 SEC. 11

D.C. EXCEPTION #1
 3. COR. SEC. 10

1. EXCEPTION #1
 2. EXCEPTION #2
 3. EXCEPTION #7
 S.W. 1/4 SEC. 11

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 3. COR. SEC. 10

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1. EXCEPTION #1
 2. EXCEPTION #2
 3. EXCEPTION #7
 S.W. 1/4 SEC. 11

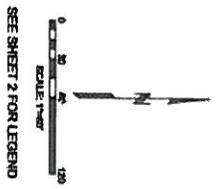
D.C. EXCEPTION #1
 3. COR. SEC. 10

1. EXCEPTION #1
 2. EXCEPTION #2
 3. EXCEPTION #7
 S.W. 1/4 SEC. 11

D.C. EXCEPTION #1
 3. COR. SEC. 10

1. EXCEPTION #1
 2. EXCEPTION #2
 3. EXCEPTION #7
 S.W. 1/4 SEC. 11

MATCHLINE SHEET 1
 MATCHLINE SHEET 2



* REBARAS SHOWN ON EXCEPTION #11 ARE FOR DISPOSITION PURPOSES ONLY.

TERRAIN
 NOT TO SCALE



May 25, 2017

416 MAIN STREET
SUITE 1125
PEORIA, IL 61602

Jon Bachtold
Dennis Leggett
CIBRN, LLC

Via Email: jcbach@cirbn.org
Via Email: dennisl@cirbn.org

PHONE: (309) 671-9600
FAX: (309) 671-9616

Re: Westminster Village
2025 E. Lincoln St., City of Bloomington, McLean County, Illinois

www.mhtlaw.com

Dear Messrs. Bachtold and Leggett:

- ROBERT C. HALL *
- DENNIS R. TRIGGS **
- WILLIAM R. KOHLHASE
- MICHAEL J. TIBBS
- RICHARD M. JOSEPH ***
- NATHAN R. MILLER
- JAY E. GREENING
- SCOTT A. BRUNTON
- JEFFREY E. KRUMPE
- MICHAEL A. KEETON
- MARK D. WALTON
- CHRISTOPHER D. OSWALD
- ROBERT B. MCCOY
- JOSHUA D. HERMAN
- KATHERINE L. SWISE
- JENNIFER KLEIN VANDEWIELE
- KATEAH M. McMASTERS
- KATHLEEN M. CARTER

We represent Westminster Village, an Illinois not-for-profit corporation, who has requested that the City of Bloomington vacate an existing Utility Easement granted to the City of Bloomington per Document No. 92-31923, in exchange for the grant to the City of a new Sanitary Sewer Easement reflecting the exact location of the sanitary line as constructed. This is demonstrated on the attached ALTA Land Title Survey and, for your convenience, the relevant notes are highlighted in yellow. Also enclosed is a copy of the Utility Easement granted by Document No. 92-31923.

The City of Bloomington requires letters from relevant utility companies in the area confirming that they have no utilities in the existing Easement prior to vacation.

The ALTA Survey denotes no existing utility lines for your company within the Easement.

So that we may resolve this matter, we would appreciate you executing a copy of this letter below, noting that you have no utility lines within the aforementioned Easement and no objection to the vacation of Document No. 92-31923. If you wish to use a different form of letter in response, that would be fine as well.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Richard M. Joseph
For Miller, Hall & Triggs, LLC

- ROBERT HOLLIS MILLER (RET.)
- PATRICK A. MURPHEY (RET.)
- CHARLES H. YOUNG (RET.)
- THOMAS R. DAVIS (1952-2005)
- PAUL A. LEWIS (1949-2011)

CIBRN, LLC confirms that it has installed no utilities pursuant to Document No. 92-31923 and has no objection in regards to vacation of the same.

Dated this 26th day of May, 2017.

ALSO LICENSED IN:
* FLORIDA
** DISTRICT OF COLUMBIA
*** ARKANSAS AND WISCONSIN

x
Print Name: Mark DeKeersgieter
Print Title: Executive Director



June 2, 2017

Miller, Hall & Triggs, LLC
416 Main Street, Suite 1125
Peoria, IL 61602
Attention: Richard M. Joseph

**Re: Vacation of 40' Drainage & Utility Easement
2025 E. Lincoln St.
City of Bloomington**

Dear Mr. Joseph:

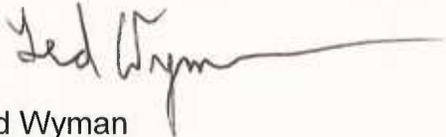
We have reviewed your ALTA/NSPS Land Title Survey in relation to the vacation of the 40' drainage & utility easement that was granted to the city of Bloomington per document 92-31913.

Comcast Cable Communications has no objection to the vacation of said easement.

Sincerely,



Robert L. Schulter Jr.
Central Division Director of Construction

By: 

Ted Wyman
Right-of-Way Engineer
(224) 229-5850



Writer's Direct Email:
Richard.joseph@mhtlaw.com

May 25, 2017

416 MAIN STREET
SUITE 1125
PEORIA, IL 61602

James Ivers
Corn Belt Energy

Via Email: james.ivers@cornbeltenergy.com

PHONE: (309) 671-9600
FAX: (309) 671-9616

Re: Westminster Village
2025 E. Lincoln St., City of Bloomington, McLean County, Illinois

www.mhtlaw.com

Dear Mr Ivers:

- ROBERT C. HALL *
- DENNIS R. TRIGGS **
- WILLIAM R. KOHLHASE
- MICHAEL J. TIBBS
- RICHARD M. JOSEPH ***
- NATHAN R. MILLER
- JAY E. GREENING
- SCOTT A. BRUNTON
- JEFFREY E. KRUMPE
- MICHAEL A. KEETON
- MARK D. WALTON
- CHRISTOPHER D. OSWALD
- ROBERT B. MCCOY
- JOSHUA D. HERMAN
- KATHERINE L. SWISE
- JENNIFER KLEIN VANDEWIELE
- KATEAH M. McMASTERS
- KATHLEEN M. CARTER

We represent Westminster Village, an Illinois not-for-profit corporation, who has requested that the City of Bloomington vacate an existing Utility Easement granted to the City of Bloomington per Document No. 92-31923, in exchange for the grant to the City of a new Sanitary Sewer Easement reflecting the exact location of the sanitary line as constructed. This is demonstrated on the attached ALTA Land Title Survey and, for your convenience, the relevant notes are highlighted in yellow. Also enclosed is a copy of the Utility Easement granted by Document No. 92-31923.

The City of Bloomington requires letters from relevant utility companies in the area confirming that they have no utilities in the existing Easement prior to vacation.

The ALTA Survey denotes no existing utility lines for your company within the Easement.

So that we may resolve this matter, we would appreciate you executing a copy of this letter below, noting that you have no utility lines within the aforementioned Easement and no objection to the vacation of Document No. 92-31923. If you wish to use a different form of letter in response, that would be fine as well.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Richard M. Joseph
For Miller, Hall & Triggs, LLC

- ROBERT HOLLIS MILLER (RET.)
- PATRICK A. MURPHEY (RET.)
- CHARLES H. YOUNG (RET.)
- THOMAS R. DAVIS (1952-2005)
- PAUL A. LEWIS (1949-2011)

Corn Belt Energy confirms that it has installed no utilities pursuant to Document No. 92-31923 and has no objection in regards to vacation of the same.

Dated this 7 day of June, 2017.

ALSO LICENSED IN:
* FLORIDA
** DISTRICT OF COLUMBIA
***ARKANSAS AND WISCONSIN

x
Print Name: Ryan C. Campbell, PE
Print Title: Manager of Engineering



May 25, 2017

416 MAIN STREET
SUITE 1125
PEORIA, IL 61602

PHONE: (309) 671-9600
FAX: (309) 671-9616

Adam Gangloff
Frontier – OSP Engineering
109 E. Market Street
Bloomington, IL 61701

Re: Westminster Village
2025 E. Lincoln St., City of Bloomington, McLean County, Illinois

www.mhtlaw.com

Dear Mr. Gangloff:

We represent Westminster Village, an Illinois not-for-profit corporation, who has requested that the City of Bloomington vacate an existing Utility Easement granted to the City of Bloomington per Document No. 92-31923, in exchange for the grant to the City of a new Sanitary Sewer Easement reflecting the exact location of the sanitary line as constructed. This is demonstrated on the attached ALTA Land Title Survey and, for your convenience, the relevant notes are highlighted in yellow. Also enclosed is a copy of the Utility Easement granted by Document No. 92-31923.

The City of Bloomington requires letters from relevant utility companies in the area confirming that they have no utilities in the existing Easement prior to vacation.

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So that we may resolve this matter, we would appreciate you executing a copy of this letter below, noting that you have no utility lines within the aforementioned Easement and no objection to the vacation of Document No. 92-31923. If you wish to use a different form of letter in response, that would be fine as well. For your convenience, I am enclosing herewith a self-addressed, stamped envelope and a duplicate of this letter.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Richard M. Joseph
For Miller, Hall & Triggs, LLC

Frontier – OSP Engineering confirms that it has installed no utilities pursuant to Document No. 92-31923 and has no objection in regards to vacation of the same.

Dated this 30 day of MAY, 2017.

- ROBERT C. HALL *
- DENNIS R. TRIGGS **
- WILLIAM R. KOHLHASE
- MICHAEL J. TIBBS
- RICHARD M. JOSEPH ***
- NATHAN R. MILLER
- JAY E. GREENING
- SCOTT A. BRUNTON
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- KATHERINE L. SWISE
- JENNIFER KLEIN VANDEWIELE
- KATEAH M. McMASTERS
- KATHLEEN M. CARTER
- ROBERT HOLLIE MILLER (RET.)
- PATRICK A. MURPHEY (RET.)
- CHARLES H. YOUNG (RET.)
- THOMAS R. DAVIS (1952-2005)
- PAUL A. LEWIS (1949-2011)

ALSO LICENSED IN:
* FLORIDA
** DISTRICT OF COLUMBIA
***ARKANSAS AND WISCONSIN

x
Print Name: ADAM GANGLOFF
Print Title: NETWORK ENGINEER



Writer's Direct Email:
Richard.joseph@mhtlaw.com

May 25, 2017

Jeff Taylor
MetroNet

Via Email: jeff.taylor@metronetinc.com

416 MAIN STREET
SUITE 1125
PEORIA, IL 61602

PHONE: (309) 671-9600
FAX: (309) 671-9616

Re: Westminster Village
2025 E. Lincoln St., City of Bloomington, McLean County, Illinois

www.mhtlaw.com

Dear Mr. Taylor:

- ROBERT C. HALL *
- DENNIS R. TRIGGS **
- WILLIAM R. KOHLHASE
- MICHAEL J. TIBBS
- RICHARD M. JOSEPH ***
- NATHAN R. MILLER
- JAY E. GREENING
- SCOTT A. BRUNTON
- JEFFREY E. KRUMPE
- MICHAEL A. KEETON
- MARK D. WALTON
- CHRISTOPHER D. OSWALD
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- JOSHUA D. HERMAN
- KATHERINE L. SWISE
- JENNIFER KLEIN VANDEWIELE
- KATEAH M. McMASTERS
- KATHLEEN M. CARTER

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Should you have any questions, please do not hesitate to contact me.

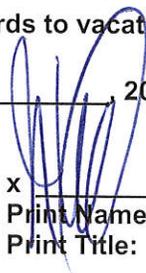
Sincerely,

Richard M. Joseph
For Miller, Hall & Triggs, LLC

- ROBERT HOLLIS MILLER (RET.)
- PATRICK A. MURPHEY (RET.)
- CHARLES H. YOUNG (RET.)
- THOMAS R. DAVIS (1952-2005)
- PAUL A. LEWIS (1949-2011)

MetroNet confirms that it has installed no utilities pursuant to Document No. 92-31923 and has no objection in regards to vacation of the same.

Dated this 7th day of July, 2017.

X 
Print Name: John Greenbank
Print Title: Executive Vice President

ALSO LICENSED IN:
* FLORIDA
** DISTRICT OF COLUMBIA
*** ARKANSAS AND WISCONSIN



5/16/17

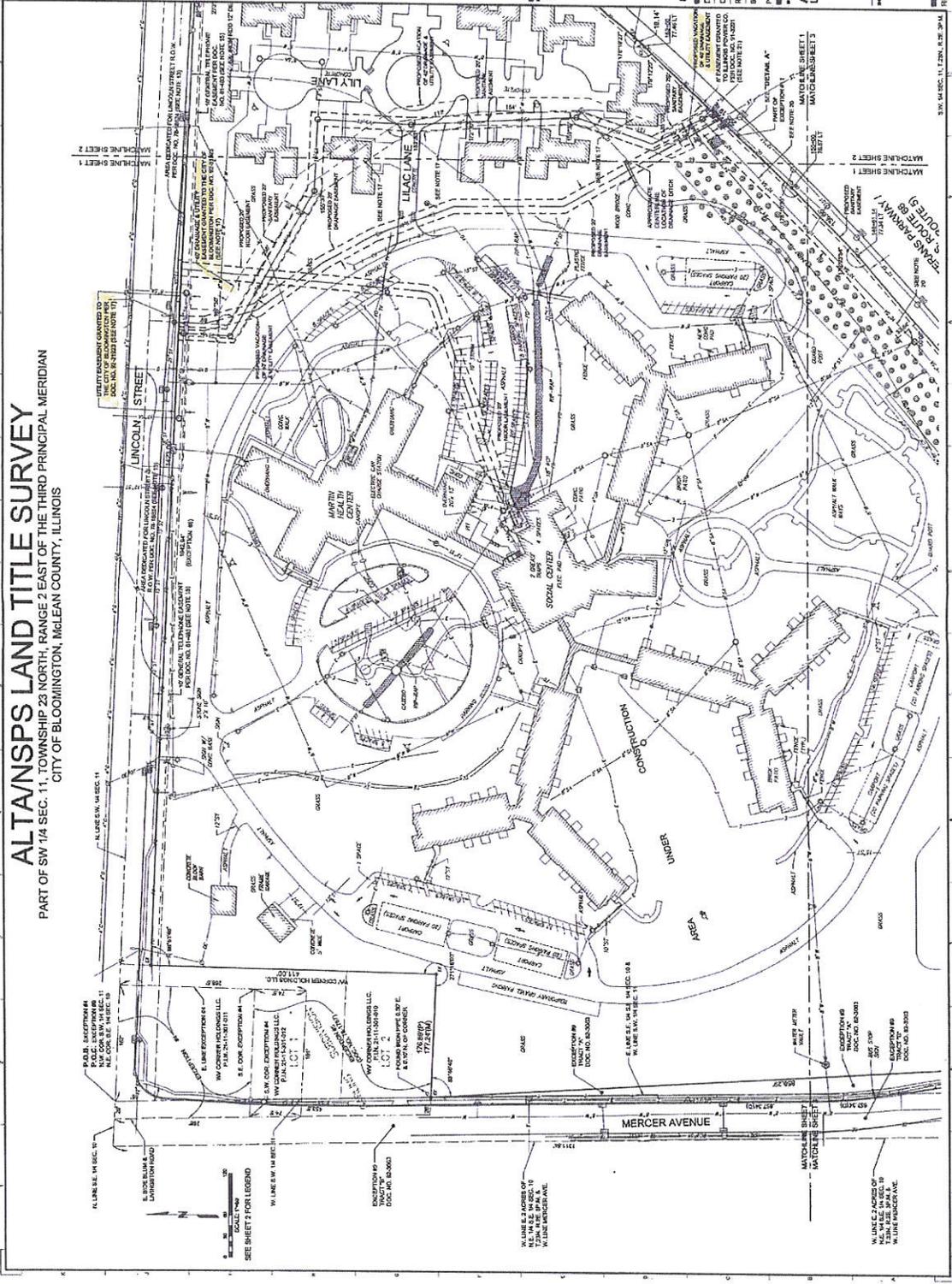


Farnsworth
GROUP
INCORPORATED
200 WEST WASHINGTON STREET, SUITE 417M
BLOOMINGTON, ILLINOIS 61701
(309) 453-8157 • FAX (309) 453-8158

Project: WESTMINSTER VILLAGE
Client: WESTMINSTER VILLAGE
Date: 4-28-17
Design/Author: DMM
Reviewed: [Signature]
Book No.: 212853
Sheet: 4-12-17
Project No.: 017907.00

ALTANSPS LAND TITLE SURVEY

PART OF SW 1/4 SEC. 11, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



SEE SHEET 2 FOR LEGEND

EXCEPTION #1
TO THE S.W. CORNER OF THE LOT 2, BLOCK 1, TRACT 1A, DOC. NO. 88-3003

EXCEPTION #2
TO THE S.W. CORNER OF THE LOT 2, BLOCK 1, TRACT 1A, DOC. NO. 88-3003

EXCEPTION #3
TO THE S.W. CORNER OF THE LOT 2, BLOCK 1, TRACT 1A, DOC. NO. 88-3003

EXCEPTION #4
TO THE S.W. CORNER OF THE LOT 2, BLOCK 1, TRACT 1A, DOC. NO. 88-3003

EXCEPTION #5
TO THE S.W. CORNER OF THE LOT 2, BLOCK 1, TRACT 1A, DOC. NO. 88-3003

EXCEPTION #6
TO THE S.W. CORNER OF THE LOT 2, BLOCK 1, TRACT 1A, DOC. NO. 88-3003

EXCEPTION #7
TO THE S.W. CORNER OF THE LOT 2, BLOCK 1, TRACT 1A, DOC. NO. 88-3003

EXCEPTION #8
TO THE S.W. CORNER OF THE LOT 2, BLOCK 1, TRACT 1A, DOC. NO. 88-3003

EXCEPTION #9
TO THE S.W. CORNER OF THE LOT 2, BLOCK 1, TRACT 1A, DOC. NO. 88-3003

EXCEPTION #10
TO THE S.W. CORNER OF THE LOT 2, BLOCK 1, TRACT 1A, DOC. NO. 88-3003

WESTMINSTER VILLAGE

BLOOMINGTON, ILLINOIS

Date: 4-28-17
Design/Author: DMM
Reviewed: [Signature]
Book No.: 212853
Sheet: 4-12-17
Project No.: 017907.00

ALTANSPS
LAND TITLE SURVEY

1
OF 3

24-8024



Farnsworth
GROUP

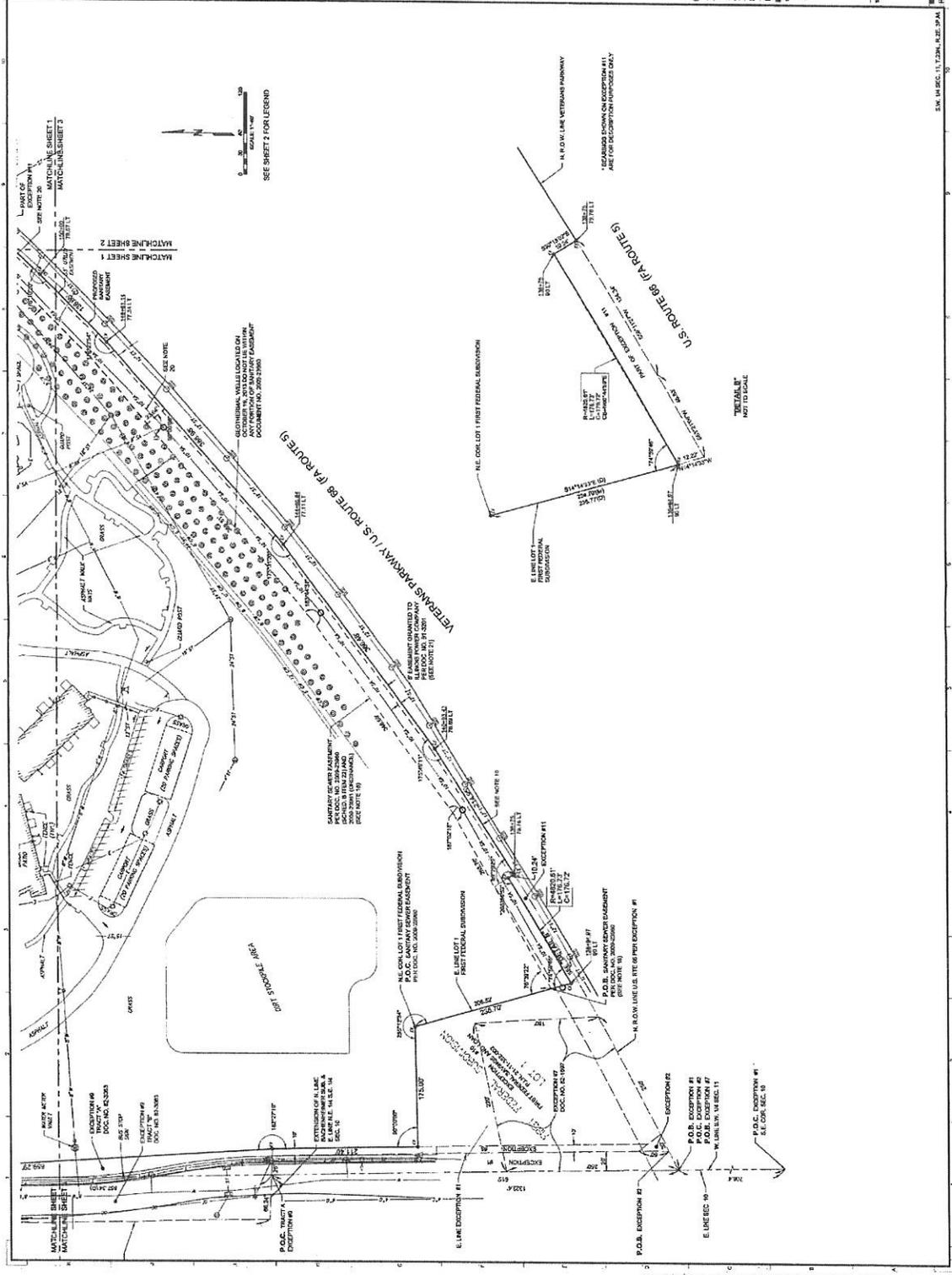
1000 WEST WASHINGTON
BLOOMINGTON, ILLINOIS 61704
TEL: 314.343.1100 FAX: 314.343.1101
WWW.FARNSWORTHGROUP.COM

Engineers: J. Andrew / Surveyor: J. S. Smith
A. Smith / Surveyor: J. S. Smith
B. Smith / Surveyor: J. S. Smith
C. Smith / Surveyor: J. S. Smith
D. Smith / Surveyor: J. S. Smith
E. Smith / Surveyor: J. S. Smith
F. Smith / Surveyor: J. S. Smith
G. Smith / Surveyor: J. S. Smith
H. Smith / Surveyor: J. S. Smith
I. Smith / Surveyor: J. S. Smith
J. Smith / Surveyor: J. S. Smith
K. Smith / Surveyor: J. S. Smith
L. Smith / Surveyor: J. S. Smith
M. Smith / Surveyor: J. S. Smith
N. Smith / Surveyor: J. S. Smith
O. Smith / Surveyor: J. S. Smith
P. Smith / Surveyor: J. S. Smith
Q. Smith / Surveyor: J. S. Smith
R. Smith / Surveyor: J. S. Smith
S. Smith / Surveyor: J. S. Smith
T. Smith / Surveyor: J. S. Smith
U. Smith / Surveyor: J. S. Smith
V. Smith / Surveyor: J. S. Smith
W. Smith / Surveyor: J. S. Smith
X. Smith / Surveyor: J. S. Smith
Y. Smith / Surveyor: J. S. Smith
Z. Smith / Surveyor: J. S. Smith

BLOOMINGTON, ILLINOIS
Date: 4-26-17
Design/Drawn: D.M.
Reviewed:
Book No.: 211803 Page: 4-12-17
Project No.: 017042720
Sheet No.:

ALTAIR'S LAND TITLE SURVEY

WESTMINSTER VILLAGE
SHEET NO. 3
OF 3
24-0824



S.W. 1/4 SEC. 11, T.24N., R. 2E., 34E.

EASEMENT

THIS INDENTURE WITNESSETH that the Westminster Village, an Illinois not-for-profit corporation, hereinafter referred to as "Grantor", for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged grants, conveys, quit claims and dedicates to the City of Bloomington, Illinois, a municipal corporation, hereinafter referred to as "Grantee", a permanent utility easement over and across Grantor's land for the purpose of clearing, trenching for, laying, constructing, operating, altering, maintaining and removing a sanitary sewer and other public utilities together with all necessary appurtenances thereto, which easement is described as follows:

Tract 1: A part of the Southwest Quarter of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly as follows:

Commencing at the Northwest Corner of the Southwest Quarter of Section 11; thence Easterly along the North line of the Southwest Quarter of said Section 11, a distance of 1125.79 feet; thence Southerly at right angles to the previous course a distance of 43 feet to the Point of Beginning of the centerline of the easement, said easement to extend 20 feet; measured at right angles, on each side of the following described centerline: Southerly along the previous course extended a distance of 69 feet; thence Southeasterly at an angle of 117°-30' to the right from the previous course a distance of 236 feet; thence Southeasterly at an angle of 155°-30' to the left from the previous course a distance of 160 feet; thence Southeasterly at an angle of 152°-30' to the left from the previous course a distance of 117 feet; thence Southerly at an angle of 172°-30' to the left from the previous course a distance of 154 feet; thence Southwesterly at an angle of 159°-30' to the left from the previous course a distance of 131 feet; thence Southeasterly at an angle of 133°-00' to the right from the previous course to the West Right-of-Way line of Business Route 55 (F.A. Rte 5 - Old U.S. Rte. 66).

Tract 2: A part of the Southwest Quarter of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows:

A strip of land 15 feet in width, lying South of and adjacent to the following described line: Commencing at the Northwest Corner of the Southwest Quarter of said Section 11; thence Easterly along the North line of the Southwest Quarter of said Section 11, a distance of 915.79 feet; thence Southerly at right angles to the previous course a

distance of 43 feet to the Point of Beginning, said point also being on the South Right-of-Way line of Lincoln Street. From said Point of Beginning, thence East 265 feet along said South Right-of-Way line which is parallel with the North line of said Southwest Quarter except therefrom that portion which lies within said Tract # 1.

In addition to the foregoing permanent easement, Grantor grants herewith to the City of Bloomington, a temporary easement for the purpose of working and maneuvering space for materials, equipment, displaced earth and personnel across the following described property:

Twenty-five feet adjoining and west or south of the permanent easement above described.

The grant of this Easement is subject to the following terms and conditions:

1. Grantee shall have, through its employees, agents or contractors the free right of ingress and egress over and across the easement property insofar as such right of ingress and egress is necessary for the proper use of any right granted herein.

2. Grantee agrees to repair or pay Grantor for any damage which may result to Grantor's property by reason of Grantee exercising its rights to use the easement granted hereunder.

3. Grantee agrees to indemnify and hold Grantor harmless from any and all liability, damage, expense, cause of action, suits or claims of judgment arising from injury to persons or property on the above-described premises which arise out of the act, or failure to act, or negligence of Grantee, its agents, employees or assigns in the exercise of the rights under this Grant of Easement.

4. The grant of this easement in no way alters, effects or diminishes the rights given to Grantee by Grantor's predecessor in interest, Presbyterian Housing Program, d/b/a Westminster Village Bloomington, under a Grant of Easement dated June 3, 1981 and recorded in the McLean County, Illinois Recorder's office as Document No. 81-6301.

5. Grantor may not place, build, construct or erect any permanent structure on either the permanent or temporary easement area without the express, written consent of the City.

6. The temporary easement granted hereunder shall remain in effect until one year from the date of Grantee's completion and acceptance of the sanitary sewer at which time the temporary easement shall terminate automatically without further action by the Grantor or Grantee.

92 31923

7.. The terms, conditions and provisions of this Grant of Easement as herein set forth shall be binding upon and inur to the benefit of the successors and assigns of the respective parties hereto and shall run with title to the land.

DATED this 29 day of October, 1992.

Westminster Village,
an Illinois not-for-profit
corporation

By: *[Signature]*

Attest:

[Signature]

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the President of the Westminster Village, an Illinois not-for-profit corporation and _____, personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument of writing as President and Secretary of said corporation, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

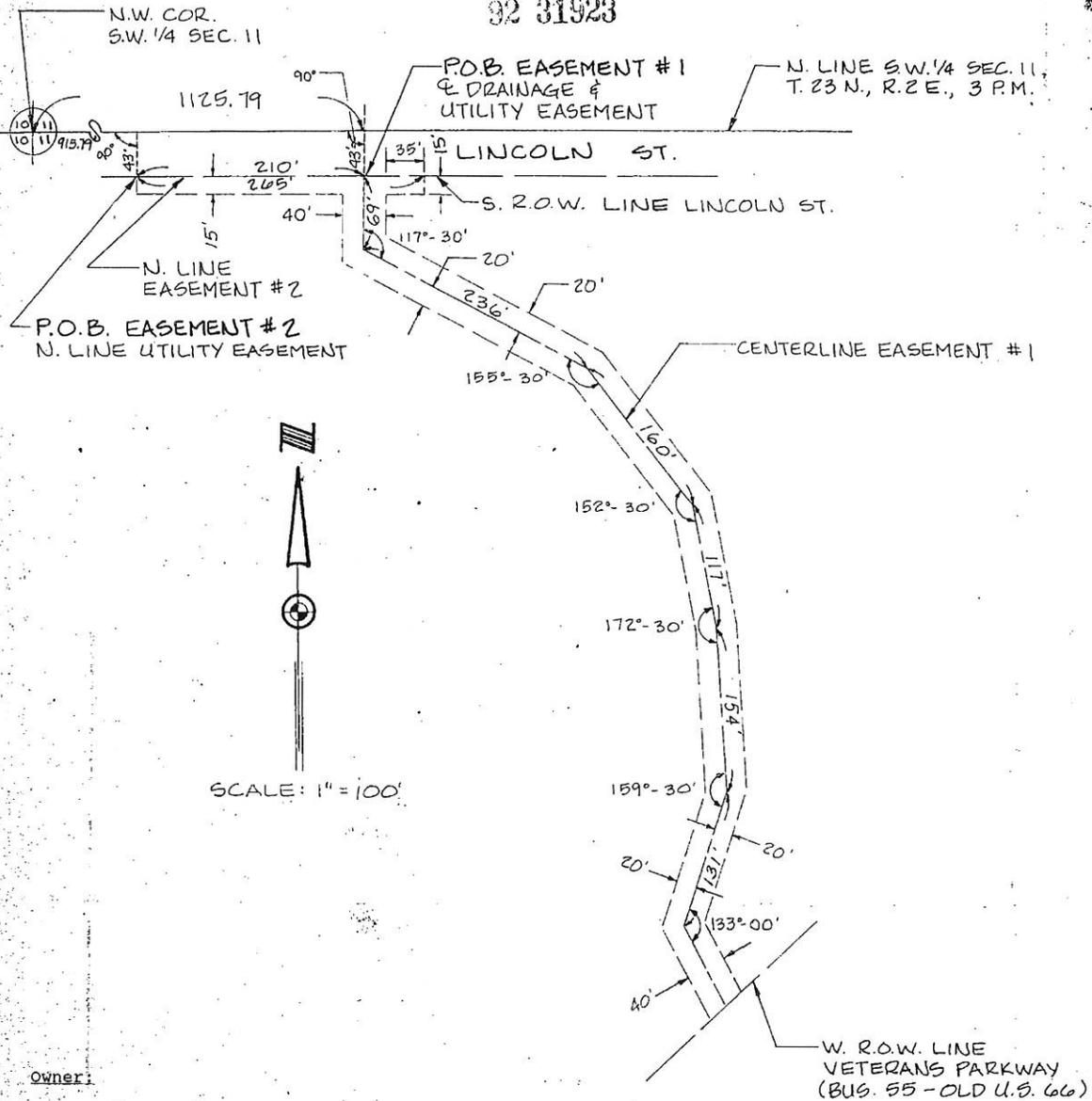
Given under my hand and notarial seal this 29th day of October, A.D. 1992.



Carol D. Young
Notary Public

Prepared By: Hannah R. Eisner, Attorney for City, 109 E. Olive Street,
Bloomington, IL 61701

92 31923



Owner:

Easement #1 - Drainage and Utility Easement: A part of the Southwest Quarter of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 11; thence easterly along the North Line of the Southwest Quarter of said Section 11, a distance of 1125.79 feet; thence southerly at right angles to the previous course a distance of 43 feet to the Point of Beginning of the centerline of the easement, said easement to extend 20 feet, measured at right angles, on each side of the following described centerline: Southerly along the previous course extended a distance of 69 feet; thence southeasterly at an angle of 117°-30' to the right from the previous course a distance of 236 feet; thence southeasterly at an angle of 155°-30' to the left from the previous course a distance of 160 feet; thence southeasterly at an angle of 152°-30' to the left from the previous course a distance of 117 feet; thence southerly at an angle of 172°-30' to the left from the previous course a distance of 154 feet; thence southwesterly at an angle of 159°-30' to the left from the previous course a distance of 131 feet; thence southeasterly at an angle of 133°-00' to the right from the previous course to the West Right-of-Way Line of Business Route 55 (F.A. Rte 5 - Old U.S. Rte. 66):

Easement #2 - Utility Easement: A part of the Southwest Quarter of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows:

A strip of land 15 feet in width, lying south of and adjacent to the following described line: Commencing at the Northwest Corner of the Southwest Quarter of said Section 11; thence easterly along the North Line of the Southwest Quarter of said Section 11, a distance of 915.79 feet; thence southerly at right angles to the previous course a distance of 43 feet to the Point of Beginning, said point also being on the South Right-of-Way Line of Lincoln Street. From said Point of Beginning, thence east 265 feet along said South Right-of-Way Line which is parallel with the North Line of said Southwest Quarter except therefrom that portion which lies within said Easement #1.

WESTMINSTER VILLAGE BLOOMINGTON, ILLINOIS		
DRAINAGE & UTILITY EASEMENTS		
DRAWN BY DJB DATE 8-5-92 CHECKED BY CEH WDL	FARNSWORTH & WYLIE, P.C. CONSULTING ENGINEERS 2709 MCGRAW DRIVE BLOOMINGTON, IL 61704 (309) 463-8433	FILE NO. 8-S-2215 BOOK NO. SHEET NO. 1 OF 1
REVISED: 9-18-92 DJB		

AUGUST 5, 1992
S.W. 1/4 SEC. 11, T. 23 N., R. 2 E., 3 P.M.



May 25, 2017

Richard Joseph, Attorney at Law
Miller, Hall & Triggs, LLC
416 Main Street, Suite 1125
Peoria, Illinois 61602-1154

RE: Utility Easement Vacation

Dear Mr. Joseph:

Let this letter serve as a response to your email dated May 25, 2017 regarding a proposed easement vacation at Westminister Village, 2025 E. Lincoln St., Bloomington, IL. A review of records does not appear to indicate that Nicor has any facilities within this area. As such, Nicor Gas does not have any objections to the proposed plat of vacation at this time.

Regards,

Eric L. Sadler, CFM
Land Management Agent

Cc: File



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

July 11, 2017

Richard M. Joseph
Miller, Hall & Triggs, LLC
416 Main Street, Suite 1125
Peoria, Illinois 61602-1154

Subject: Westminster Village Drainage and Utility Easement Vacation
Utility Easement Vacation Signoff

Dear Mr. Joseph:

City of Bloomington Public Works and Water departments have reviewed the proposed vacation of the easement at Westminster Village as shown on the easement vacation plat by Farnsworth Group dated April 28, 2017.

The City of Bloomington has no objections to the vacation as proposed as a public utility easement is to be dedicated over the existing public sanitary sewer. The City does not have any public water mains within the subject easement to be vacated.

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



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: July 24, 2017

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 a portion of the 100 Block of Main St. during the Brats and Bags Fundraising Tournament on August 4, 2017.

RECOMMENDATION/MOTION: That 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 a portion of the 100 Block of Main St., during the Brats and Bags Fundraising Tournament on August 4, 2017, be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great Place – Livable, Sustainable City.

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

BACKGROUND: The Bloomington-Normal Sunrise Rotary Club (BNSRC) is sponsoring a Brats and Bags Tournament on August 4, 2017, from 3:00 to 10:00 p.m. This will be the ninth (9) year for the event. The fundraiser would benefit several charities sponsored by the organization.

Given the charitable nature of the event, the high degree of involvement by event staff and the lack of problems at previous events, City staff recommends the ordinance be adopted.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Rotary Club has worked with the Downtown Business Association to notify adjacent businesses regarding the event.

FINANCIAL IMPACT: None.

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan/Downtown Plan Goals: Objective D-2.2c Continue and expand the event programming activities.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Community Development review by: Tom Dabareiner AICP, Community Development Director

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

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance
- Special Events Permit
- Map

ORDINANCE NO. 2017 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY ON A PORTION OF THE 100 BLOCK OF MAIN ST. DURING THE BRATS AND BAGS FUNDRAISING TOURNAMENT

WHEREAS, the Bloomington-Normal Sunrise Rotary Club will hold a Brats and Bags Fundraising Tournament in the 100 Block of Main St. on August 4, 2017; and

WHEREAS, the Bloomington-Normal Sunrise Rotary Club requested permission to allow sales and consumption of beer and wine during the Brats and Bags Tournament in the 100 Block of Main St.; 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 August 4, 2017, between 3:00 p.m. and 10:00 p.m. for the 100 Block of Main St. This suspension shall be effective as to persons inside the designated area only, and only for alcohol purchased from the event vendor within the designated area.

Section 2: Except for the date, times and location 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 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 24th of July, 2017.

APPROVED this _____ day of July, 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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



SPECIAL EVENT APPLICATION

DATE: April 12, 2017

EVENT NAME: Brats & Bags

SPONSORING ORGANIZATION(S): Bloomington Normal Sunrise Rotary Club

CONTACT PERSON: Ryan O'Connell

PHONE: (309) 287-6198

EMAIL: ryan.o'connell@ml.com

ADDRESS: 2205 E Empire, Ste C, Bloomington, IL 61704

EVENT DATE(S) and TIME(S): 8/4/2017 and 8am - 11 pm

EVENT LOCATION: Downtown Square

NATURE OF EVENT: Fundraiser consisting of food, beverage, live or amplified music, and a Bags (bean bag toss) Tournament

EVENT SCOPE: (Include anticipated parking restrictions, street closings, detours and other types of pedestrian and traffic control)

traffic control: Jefferson St. will be closed between Main and Center St. at 7:00 am until 11:00 pm. Main St. between Jefferson and Washington St. will be closed from 1:00 pm until 11:00 pm. Two parking spaces on the Northeast corner of Main and Jefferson will be reserved (for garbage dumpster). parks and rec: deliver eighteen (18) picnic tables and fifteen (15) barrels for garbage. unlock electrical outlet (outside of McLean County History Museum/North end of structure)

- 1. CIRCLE ANY ROUTE/HWY THAT YOU'RE EVENT TAKES PLACE ON: RT 9 [] BUS 51 [] BUS 55 [] HWY 150 []
2. WILL THERE BE ANY TENTS OR OTHER TEMPORARY STRUCTURES? yes, per health code regs for food prep
3. WILL THERE BE FOOD PREPARED/SERVED? yes
4. WILL THERE BE ANYTHING SOLD? yes, lunches and team registrations
5. WILL THERE BE AN ADMISSION CHARGE? only for competing teams to enter the tournament
6. WILL THERE BE ANY TEMPORARY SEATING? yes, in the form of the extra picnic tables referenced above.

Please attach a CERTIFICATE OF INSURANCE naming the CITY OF BLOOMINGTON as Additional Insured and ILLINOIS DEPT OF TRANSPORTATION if you circled anything in item 1 above. Minimum of \$1,000,000.

DO NOT WRITE BELOW THIS LINE

SPECIAL EVENTS PERMIT WAIVER OF LIABILITY

In consideration of the issuance of a permit to host a Special Event in the City, the undersigned special event organizer ("Event Organizer") and the City agree as follows:

1. The Organizer shall, to the fullest permitted by law, indemnify, defend and hold the City harmless against all claims, liability, loss, injury, death or damage, costs, including reasonable attorney fees, of whatsoever nature in connection with or arising out of the activities during said special event, including but not limited to, the placement or storage of the Event Organizer's equipment in the event area specified in the permit. This obligation shall not require indemnification for any such claims caused by the sole negligence of the City.
2. Within seven (7) days after the billing date, the Event Organizer shall pay to the City all amounts for damage to the pavement of any City-owned equipment or facilities, or the cleaning or trash removal performed by the City, which occurred in connection with or arising out of the special event.

CITY OF BLOOMINGTON

By: _____

EVENT ORGANIZER

By: BLOOMINGTON NORMAL SWIMMING ROTARY

Ryan O'Connell

Printed Name

[Handwritten Signature]

Signature

APPROVED AS TO FORM:
Jeffrey R. Jurgens
Corporation Counsel

DYNAMIC PLUS



CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY)
04/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: Lockton Companies PHONE (A/C No., Ext): 1-800-921-3172 E-MAIL ADDRESS: rotary@lockton.com	FAX (A/C No.): 1-312-681-6769
	INSURER(S) AFFORDING COVERAGE	
INSURED 1393456 All Active US Rotary Clubs & Districts Attn: Risk Management Department 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES ROTIN01 **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		015375594	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		015375594	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	NOT APPLICABLE			PER STATUTE OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

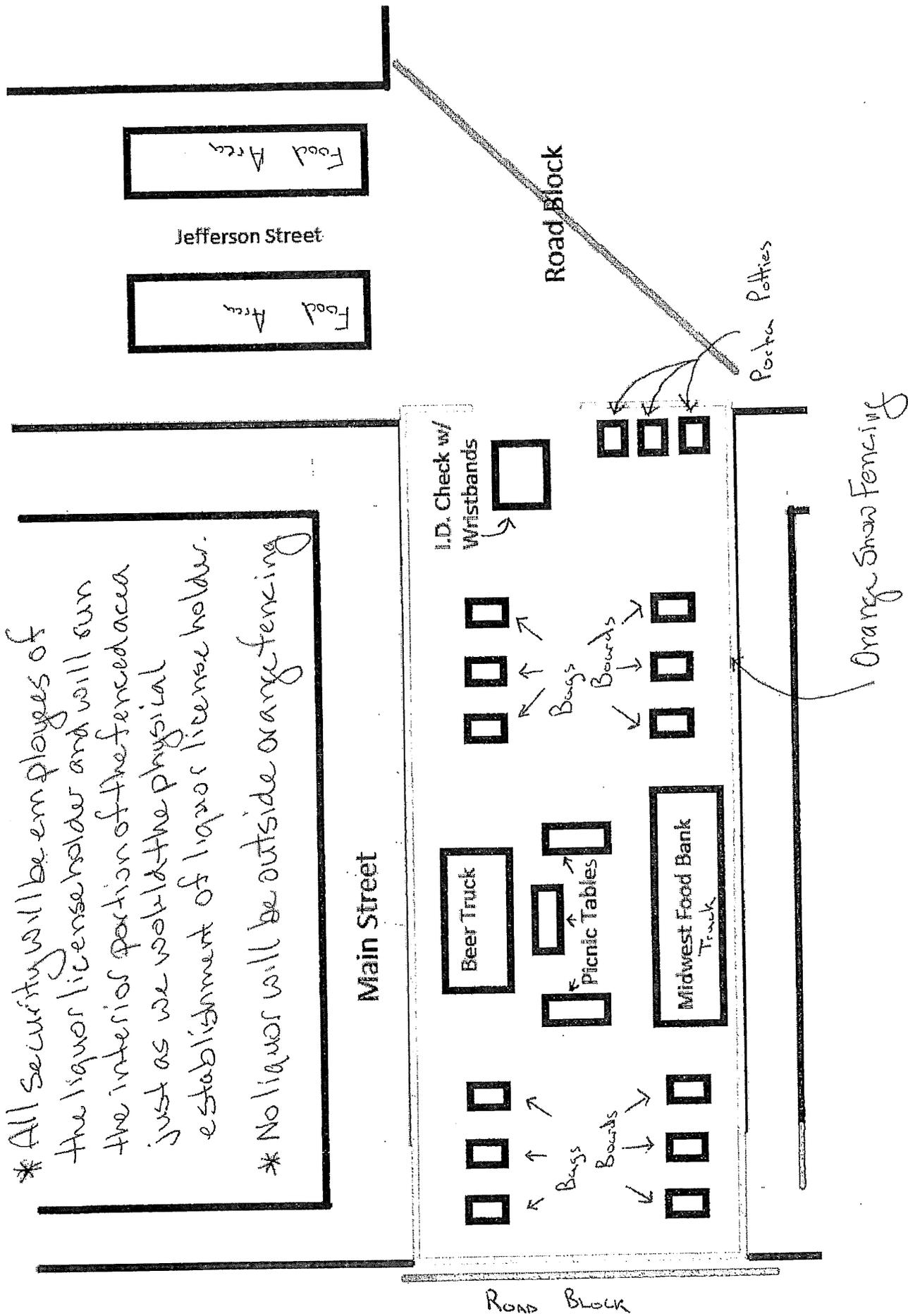
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insured where required by written contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER City of Bloomington 109 E. Olive St. Bloomington, IL 61701 Bloomington Normal Sunrise Rotary Club/District 6400 Brats & Bags/August 4, 2017	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

* All security will be employees of the liquor license holder and will run the interior portion of the fenced area just as we would at the physical establishment of liquor license holder.

* No liquor will be outside orange fencing



N →



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: July 24, 2017

SUBJECT: Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (beer and wine) on Public Property in a portion of Downtown Bloomington during the Front Street Music Festival on August 19, 2017.

RECOMMENDATION/MOTION: That an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (beer and wine) on Public Property in a portion of Downtown Bloomington during the Front Street Music Festival on August 19, 2017, be adopted.

STRATEGIC PLAN LINK: Goal 5. Great Place – Livable, Sustainable City.

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

BACKGROUND: This the second year for this event. A similar suspension on the liquor code was adopted for last year's event and there were no violations or problems reported resulting from that suspension. The organizers would like people who attend the event to be able to purchase a drink and move about freely within the designated event area. They have requested that portions of the City Code prohibiting consumption of beer and wine in public be suspended for a specific portion of Downtown Bloomington on the day of the event. This suspension would only be applicable to persons drinking beer or wine sold by the liquor license holding establishments in the event area. The suspension would also only be effective as to persons wearing wrists bands obtained from the licensed establishments.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Downtown Bloomington Association.

FINANCIAL IMPACT: None.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan recognizes the value of downtown events and festivals as a means to provide initial and continued interest in the many businesses and places to enjoy in Bloomington's core.

Link to Comprehensive Plan/Downtown Plan Goals: D-2.2c – Continue and expand the event programming activities.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk

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

Community Development review by: Tom Dabareiner AICP, Community Development Director

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

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance
- Event Map
- Special Events Application

ORDINANCE NO. 2017 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN A PORTION OF DOWNTOWN BLOOMINGTON DURING THE FRONT STREET MUSIC FESTIVAL.

WHEREAS, the Front Street Music Festival will be held in downtown Bloomington on August 19, 2017, between 2:00 p.m. and 10:00 p.m.; and

WHEREAS, the organizers of the festival requested permission to allow sales and consumption of beer and wine during the event in the portions of Downtown Bloomington indicated on the attached map, incorporated into this Ordinance and labeled Exhibit A; 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 August 19, 2017, between 2:00 p.m. and 10:00 p.m. for the areas specified in the attached Exhibit A, which is hereby incorporated into and made a part of 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 beer or wine in plastic or paper cups;
- (c) alcohol may be taken out of licensed premises in the designated area, provided that it is in the plastic or paper cups specified in subsection (b), above.

Section 2: Except for the date, times, 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 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 ___ day of July, 2017

APPROVED this ___ day of July, 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel



CENTER ST.

Jazz
UpFront

WC

Food Vendors

IN ST.

Picnic tables

FRONT STREET

Beer tent

Tickets

Area for lawn chairs

Stage

Artists' tent

WC

Health Department

Parking

SPECIAL EVENT PERMIT
FRONT STREET MUSIC FESTIVAL
DATE: AUGUST 19, 2017
TIME: 2:00 PM TO 10:00 PM

Date Prepared: July 19, 2017

Distribution:	Kevin Kothe – Public Works	Bob Moews - Parks & Recreation
	David Hales, City Manager	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
	Robert Henson – Public Works	Scott Fortney – Public Works
	Steve Rasmussen – Asst. City Manager	Jason Harden – Public Works
	Brett Lueschen – Water Department	Troy Olson – Public Works
	Cassie Mosier – Connect Transit	Brett Keltz – Public Works
	Linda Foutch – McLean Co Health Dept	Russ Waller – Facilities
	Josh Ftacek – Facilities	Nick Knight – PACE

MEETING DATE: N/A

SPONSORING ORGANIZATION(S): Jazz Upfront

CONTACT PERSON: James Gaston

PHONE NO.: 309-242-6731

EMAIL: upfrontstage@gmail.com / tparsons3@gmail.com

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED:

HOLD HARMLESS: Yes

NATURE OF EVENT: Live music festival in the downtown area with food trucks, outdoor grill, and food carts using Front St and Center St. Liquor allowed within starting at 2 pm. Large stage installed in the intersection of Front and Main, facing north-west. Music to start at 2 pm.

TRAFFIC CONTROL ARRANGEMENTS: Close Front St from Center St to the alleyway just east of Rosie's. Close Main St from Washington St to Front St. Refer to map for exact placement of barricades and signs. No parking allowed on the west side of the 100 block of S Center St and the 200 block of W Washington St for Connect-Transit buses.

POLICE: All vehicles located in restricted areas will be towed, starting at 8 am, at the owner's expense by Joe's Towing. Vehicles will be relocated to Joe's holding lot.

PUBLIC SERVICE WILL PROVIDE THE FOLLOWING: Crews will post "No Parking Saturday August 19, 8am to 10pm" signs by 8 pm Thursday, August 17. Crews will close all streets beginning at 11 am Saturday to allow time to erect the stage. Crews will use orange fencing to block off McLean County property from the corner of Center and Front to the barricades in front of the garage. A small gap should be left to allow bands to move behind the stage. After the event is over, crews will open the streets.

SPECIAL EVENT PERMIT

PARKS & RECREATION WILL PROVIDE THE FOLLOWING: P&R will provide 12 picnic tables, with at least one being ADA compliant, and the stage facing north-west.

ORGANIZER RESPONSIBILITIES: Notify residents and businesses about event at least one (1) week prior to event. 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. Provide security/volunteers so that adequate controls are in place for alcohol consumption in the event area. No alcohol shall be allowed to leave the event area. Provide two porta potties on Center and two on Main. Ensure that anyone who purchases alcohol to be consumed inside the event area wears a wrist band. Use rope to create a barrier between the private parking lots and the sidewalk on Main St. Use rope to create a barrier across the entrance to the private parking lot on the 100 block of W Front St.

The Parks Dept will invoice for the 12 picnic tables after the event.

Contacts for Saturday, August 19: Police dispatch, 309-820-8888 and Public Works Colleen Winterland, 309-275-8492.

No pets or coolers will be allowed.

FOR OFFICE USE ONLY

Notes: _____

REGULAR AGENDA



AGENDA ITEM NO. 8A

FOR COUNCIL: July 24, 2017

SUBJECT: Consideration of adopting an Ordinance approving the Public Safety and Community Relations Board.

RECOMMENDATION/MOTION: That the Ordinance Amending Chapter 25 of the City Code to Create a Public Safety and Community Relations Board be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4: Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Residents feeling safe in their homes and neighborhoods; 4e. Strong partnership with residents and neighborhood associations.

BACKGROUND: On May 15, 2017, Mayor Renner brought forward the topic of Public Safety and Community Relations for general Council discussion. Since that time, the Council at other meetings has publically discussed potential language for a draft ordinance and City staff has been working on an updated proposal.

The ordinance being proposed for consideration establishes a Public Safety and Community Relations Board (“PSCR” or “Board”), consisting of 7 members for the purpose of: (1) serving as a citizen advisory committee to the Chief of Police and the City Manager, providing different perspectives on police policy and training that improves police-community interactions; (2) educating the community on the avenues available to citizens to make formal and informal complaints, to assist the community and the police in clarifying and improving procedures related to complaints, and to assure that access to these policies and procedures are open and transparent; (3) adding a resident perspective to the evaluation of civilian complaints, including the timely, fair, and objective review of complaints; (4) identifying perceived deficiencies in police-community interactions that can result in improved interactions and shared understanding; and (5) providing fair treatment to and protect the rights of civilians and police officers.

Revisions to the proposed ordinance clarifies its scope and also increases the Council’s involvement with the PSCR by requiring various actions of the PSCR be approved by the Council (e.g., bylaws, brochures, etc.) and that appointments to the PSCR be approved by a 2/3 vote of all aldermen currently serving.

Note that existing collective bargaining agreements that cover the Police Department employees and specifically limit re-investigations and prohibit the compulsion of police officer testimony in front of citizen review boards. Accordingly, the proposed Board is purely advisory to the Police Chief and is designed as a mechanism to achieve community input and guidance as opposed to

re-investigating complaints or issuing any discipline. As to the collective bargaining agreements, they specifically provide:

The City shall not reinvestigate any incident that was previously investigated by an appropriate authority unless there is reasonable belief [that] new information is available. An appropriate authority is defined as the Chief, Assistant Chief, Internal Affairs Officer or such other person expressly designated by the Chief of Police to conduct a specific investigation. See Section 5.4(a) of the Unit 21 CBA

Further, Section 5.8 of the Unit 21 CBA proclaims: “[t]he employer shall not compel a bargaining unit employee to speak or testify before, or to be questioned by, a citizen review board or similar entity relating to any matter or issue.” The Sergeant & Lieutenant CBA includes similar language at Sections 5.4(a) and 5.10, respectively.

There are of course various models of citizen engagement models that are utilized across the country. What is being proposed in Bloomington is purely advisory, and focuses on policies and procedures.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: ACLU, Black Lives Matter, Not In Our Town, YWCA

FINANCIAL IMPACT: The financial impact of the creation of the PSCRB, including the specific resources needed, is not fully known at this time. Even without a large amount of complaints being filed, the Police Department and Legal Department will be involved in the training and staffing of the PSCRB.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

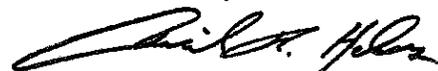
Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Reviewed by: (finance fill in once reviewed – name, title)

Financial & budgetary review by: (finance fill in once reviewed – name, title)

Community Development review by: (CD fill in once reviewed – name, title)

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance Amending Chapter 35 Creating a Public Safety & Community Relations Board

ORDINANCE NO. 2017 –

AN ORDINANCE AMENDING CHAPTER 35 OF THE CITY CODE TO CREATE A PUBLIC SAFETY & COMMUNITY RELATIONS BOARD

WHEREAS, the City of Bloomington, Mclean County, Illinois (hereinafter referred to as “City”) is an Illinois home-rule municipality; and

WHEREAS, the City of Bloomington uses citizen boards and commissions as a tool to increase transparency and to encourage greater citizen participation; and

WHEREAS, the City Council desires to create a Public Safety & Community Relations Board (“PSCRB”) to: (1) serve as a citizen advisory committee to the Chief of Police and the City Manager, providing different perspectives on police policy and training that improves police-community interactions; (2) educate the community on the avenues available to citizens to make formal and informal complaints, to assist the community and the police in clarifying and improving procedures related to complaints, and to assure that access to these policies and procedures are open and transparent; (3) add a resident perspective to the evaluation of civilian complaints, including the timely, fair, and objective review of complaints; (4) identify perceived deficiencies in police-community interactions that can result in improved interactions and shared understanding; and (5) provide fair treatment to and protect the rights of civilians and police officers; and

WHEREAS, since the existing collective bargaining agreements in effect at the City limit re-investigations and prohibit the compulsion of police officer testimony in front of citizen review boards, the PSCRB will not be empowered to re-investigate complaints, but instead will ensure the proper complaint investigation process was followed and will advise the Police Chief and City Manager accordingly; and

WHEREAS, the PSCRB is purely advisory, focuses on recommending any necessary policy changes, and is designed to work closely with the Police Chief, as well as serve a citizen conduit for any citizen concerns involving the Police Department; and

WHEREAS, the City Council shall periodically review the establishment of the PSCRB to ensure it is effectively meeting its prescribed objectives.

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

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

SECTION 2. A new Article IV shall be added to Chapter 35 of the City Code establishing a Public Safety & Community Relations Board as set forth in Exhibit A.

SECTION 4. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 7. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 8. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this ___ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

EXHIBIT A

CHAPTER 35, ARTICLE IV PUBLIC SAFETY & COMMUNITY RELATIONS BOARD

Section 1: Establishment and purpose.

A Public Safety & Community Relations Board (hereinafter “PSCRB” or “Board”) is hereby established to:

- (a) Serve as a citizen advisory committee to the Chief of Police and the City Manager, providing different perspectives on police policy and training that improve police-community interactions;
- (b) Educate the community on the avenues available to civilians to make formal and informal complaints, to assist the community and the police in clarifying and improving procedures related to complaints, and to assure that access to these policies and procedures are open and transparent;
- (c) Add a resident perspective to the evaluation of civilian complaints, including the timely, fair and objective review of complaints;
- (d) Identify perceived deficiencies in police-community interactions that when addressed may result in improved interactions and shared understanding; and
- (e) Provide fair treatment to and protect the rights of civilians and police officers.

Section 2: Composition.

- (a) The PSCRB shall consist of seven (7) members appointed by the Mayor with the approval of the City Council by a 2/3 vote of all aldermen currently serving.
- (b) Members shall serve for a three-year term; however, at the inception of the Board, two (2) members shall be appointed for a one-year term, two (2) members for a two-year term, and three (3) members for a three-year term, so that terms are staggered.
- (c) The chair and a vice-chair of the Board shall be selected amongst the members of the PSCRB.
- (d) A majority of the sitting members of the PSCRB shall constitute a quorum.
- (e) Members shall serve until their successors are appointed and confirmed, unless removed from office.

Section 3: Qualifications for membership.

- (a) No city employee may be appointed to the Board, nor shall any member be a current employee of, contracted by or have any official affiliation, whether current or former, with a federal, state, or local law enforcement agency.
- (b) No person with a criminal felony conviction shall be eligible to serve on the PSCRB.
- (c) All members of the PSCRB shall possess a reputation for fairness, integrity, impartiality, and a sense of public service.
- (d) In making appointments, the Mayor shall endeavor to reflect community diversity, including different neighborhoods, income levels, ethnicity, age, gender, sexual orientation and ability status.

- (e) All members shall be required to maintain strict confidentiality of sensitive information and the failure to do so shall be cause for removal among any other applicable legal consequences.
- (f) Members shall recuse themselves from consideration of any complaint(s) where they have—or appear to have—a personal, professional, or financial conflict of interest. Failure to recuse when required shall be cause for removal.

Section 4: Training and orientation.

The City Legal Department and Police Department shall develop written standards for mandatory orientation and continuing education for all PSCRB members. Once developed, the written standards shall be presented and approved by the City Council.

Section 5: Rules and procedures.

The PSCRB, in consultation with the Legal Department and Police Department, shall develop rules, procedures, and/or bylaws for the transaction of PSCRB business. Said rules, procedures, and/or bylaws shall be reviewed and approved by the City Council.

Section 6: Review of police department findings by the PSCRB.

If a complainant is not satisfied with a determination of the Police Chief at the conclusion of an internal investigation, the complainant may make a request for review by the PSCRB within thirty (30) days from the date of receipt of the notice of the Police Department's findings. The PSCRB shall have access to any documents either provided voluntarily by the complainant or that are otherwise subject to release under the Freedom of Information Act for its review. The Police Chief is further authorized to discuss the case in a confidential setting with the PSCRB or its chair. Nothing herein shall entitle the PSCRB to compel any testimony or conduct a formal re-investigation. Rather, the PSCRB shall review the complaint and help ensure the Police Chief and/or Police Department followed proper protocols. The PSCRB may recommend certain policy changes based on the review to either the Police Chief or City Manager.

The PSCRB's review is limited to whether proper protocols were followed in the investigation, and the PSCRB may have limited information on specific cases and the PSCRB may only recommend policy changes to the Police Chief and City Manager. Accordingly, no action of the PSCRB shall constitute or be considered as evidence of either wrongdoing or vindication in any action, including in any other criminal or civil court proceeding, or in any arbitration proceeding. Nothing herein, however, shall constitute a bar to disciplinary action against a police officer, by the Police Chief, based on the police department's own investigation of an officer's conduct.

Section 7: Meetings.

- (a) The PSCRB shall be subject to the Illinois Open Meetings Act and shall set a regular meeting schedule. In addition to any other meetings that may be set by the PSCRB, it shall conduct quarterly meetings that provide the general public with an opportunity to

voice concerns and to provide recommendations for improving interactions between the Police Department and the community.

- (b) All PSCRB meetings shall be open to the public except when closed as provided in the Open Meetings Act and all other applicable federal, state and local laws.

Section 8: Community outreach.

- (a) The PSCRB shall work with the Police Department, Legal Department, and Human Relations Commission to build community outreach in order to anticipate and prevent problems, including analyzing data and making recommendations to the Police Department about issues requiring special attention.
- (b) The PSCRB shall develop a brochure explaining PSCRB procedures and the resources available to complainants. The brochures shall be approved by the City Council and then distributed to the public according to a plan developed by the PSCRB and approved by the City Manager. This information on the PSCRB and its procedures shall also be posted on the City's website and available through the Police Department, the Legal Department, and the Bloomington Public Library.
- (c) The PSCRB shall develop a poster highlighting the resources available to complainants to be displayed prominently within the Police Department. The poster shall be approved by the City Council and shall provide information on (1) the ability of civilians to make complaints, and (2) the ability of civilians to have the complaint process reviewed by the PSCRB.
- (d) The PSCRB shall develop and distribute complaint forms in languages and formats accessible to civilians, and educate the community on the complaint process and the importance of reporting complaints. Complaints may be filed either directly with the Police Department, the PSCRB, or the City's Legal Department.
- (e) All materials distributed to the public under subsections (c) and (d) of this section shall contain, in a prominent typeface, the following statement: "Harassment, retaliation, or retribution for filing a complaint or testifying on behalf of a complainant will not be tolerated. If you believe that you are the subject of harassment, retaliation, or retribution as a result of the complaint process, please contact the Public Safety & Community Relations Board, the Department of Professional Standards within the Police Department or the City's Legal Department for appropriate investigation and follow-up."
- (f) The PSCRB may hold quarterly meetings with neighborhood groups, civic organizations, and/or community leaders to build community relationships and discuss community concerns relating to public safety and police procedures.

Section 9: Staff Assistance.

The City Manager shall assign staff, including but not limited to personnel from the Legal Department and Police Department, to assist the PSCRB with its functions and to serve as a conduit to the City Manager.



AGENDA ITEM NO. 8B

FOR COUNCIL: July 24, 2017

SUBJECT: Consideration of an Ordinance approving a bond refunding of the 2004 Variable Rate Bonds in the amount of \$7,240,000

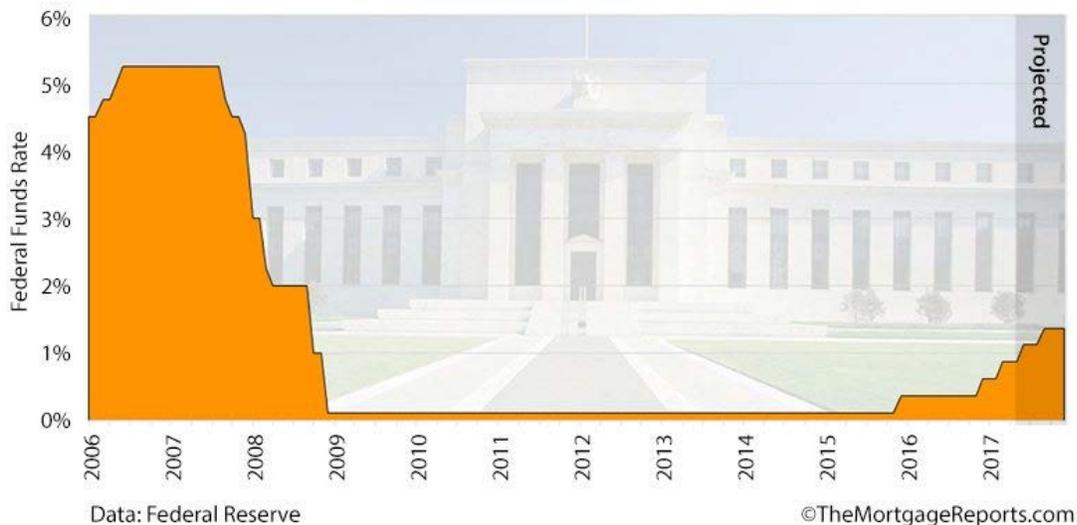
RECOMMENDATION/MOTION: That the Bond Ordinance refunding outstanding general obligation demand bonds, series 2004, dated October 13, 2004 in the amount of \$7,240,000 be approved and authorize Mayor and City Clerk to execute the necessary documents

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

STRATEGIC PLAN SIGNIFICANCE: City acting as a responsible steward of public resources

BACKGROUND: Finance recommends refunding the City’s 2004 variable rate general obligation bonds with outstanding principal of \$7,200,000. The Federal Reserve has increased short term interest rates from .50% a year ago to 1.25% as of today. Federal Reserve Chair Janet Yellan has indicated that interest rates will continue to be increased although the date is unknown. It is a prudent time to evaluate refunding the City’s only variable rate bond.

The Path Of The Federal Funds Rate



In a rising interest rate environment the City could pay more in variable interest payments to investors than a fixed rate at historic lows.

The 2004 bond's interest rate resets weekly which is a common variable debt structure. This means that bond holders can sell their bonds each week therefore a guaranteed purchase agreement is in place. These two services remarketing weekly by Mesirov and guaranteed purchase by JP Morgan total .875 basis points in administrative fees or approximately \$75,000 annually.

Finance reached out to many banks in the community to make proposals on purchasing the refunding bonds at a fixed rate without extending the payoff date. We received 6 proposals summarized in Exhibit 1. Finance recommends the City accept the refunding proposal from Commerce Bank's wholly owned subsidiary Clayton Holdings, LLC who bid the lowest interest rates.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: By moving from a variable to a fixed bond the City will save roughly \$50,000 in administrative fees in the FY2018 budget in addition to eliminating interest rate risk in the future.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Financial & budgetary review by: Patti-Lynn Silva, Finance Director

Legal review by: Kyle Harding, Chapman & Cutler, LLC

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance
- Exhibit 1
- Article

EXTRACT OF MINUTES of the regular public meeting of the City Council of the City of Bloomington, McLean County, Illinois, held in the City Hall, 109 East Olive Street, Bloomington, Illinois, in said City at 7:00 o'clock P.M., on the 24th day of July, 2017.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, Tari Renner, the Mayor, and the following Alderman were physically present at said location:

The following Aldermen were allowed by a majority of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

* * *

The Mayor announced that the next item before the City Council was the consideration of an ordinance providing for the issue of \$7,240,000 of general obligation refunding bonds of the City for the purpose of restructuring the debt burden of the City, all of the City's outstanding General Obligation Demand Bonds, Series 2004, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

After a full and complete discussion thereof, Alderman _____ presented and the City Clerk read by title the following ordinance, copies of which were made available to all in attendance at said meeting who requested a copy:

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of \$7,240,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

Adopted by the City Council on the
24th day of July, 2017.

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ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of \$7,240,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

PREAMBLES

WHEREAS

A. By virtue of its population, and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the City of Bloomington, McLean County, Illinois (the “City”), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The City has heretofore issued its General Obligation Demand Bonds, Series 2004, dated October 13, 2004, in the amount of \$15,600,000, of which \$7,200,000 of said bonds are presently outstanding (the “*Prior Bonds*”).

D. The City Council of the City (the “*City Council*”) has considered and determined that, given the various fees associated with variable rate bonds, a fixed rate structure is more favorable for the City than the variable rate structure of the Prior Bonds and that it is possible, proper, and advisable to refund all of the Prior Bonds (the “*Refunded Bonds*”) at this time with fixed rate bonds and eliminate such fees.

E. The Refunded Bonds are presently outstanding and unpaid and are binding and subsisting legal obligations of the City.

F. The City Council does hereby determine that it is necessary and in the best interests of the City to borrow \$7,240,000 to refund the Refunded Bonds and, in evidence of such borrowing, issue full faith and credit bonds of the City in the principal amount of \$7,240,000.

NOW THEREFORE Be It Ordained by the City Council of the City of Bloomington, McLean County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

City
City Council
Prior Bonds
Refunded Bonds

B. The following words and terms are defined as set forth.

“*Act*” means the Illinois Municipal Code, as supplemented and amended, and also the home rule powers of the City under Section 6 of Article VII of the Constitution of the State of Illinois; and in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

“*Ad Valorem Property Taxes*” means the real property taxes levied to pay the Bonds as described and levied in Section 13 of this Ordinance.

“*Bonds*” means the General Obligation Refunding Bonds, Series 2017, authorized to be issued by this Ordinance.

“*Bond Fund*” means the Bond Fund established and defined in Section 12 of this Ordinance. “*Bond Register*” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“*Bond Registrar*” means U.S. Bank National Association, Indianapolis, Indiana, or a substitute bond registrar and paying agent as hereinafter provided.

“*City Clerk*” means the City Clerk of the City.

“*City Manager*” means the City Manager of the City.

“*City Treasurer*” means the City Treasurer of the City.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*County*” means The County of McLean, Illinois.

“*County Clerk*” means the County Clerk of the County.

“*Designated Officials*” means any of the Mayor, the City Manager, the City Clerk, the City Treasurer or the Finance Director.

“*Event of Taxability*” means if, as the result of any act, failure to act or use of the proceeds of the Bonds or the Prior Project (as defined in the Tax Certificate, a change in use of the Prior Project or any misrepresentation or inaccuracy in any of the representations, warranties or covenants contained in this Ordinance or the Tax Certificate by the City or for any other reason caused by an act or omission of the City, the interest on the Bonds is or becomes includable, in whole or in part, in the gross income or any Bondholder or former Bondholder for purposes of federal income taxation.

“*Finance Director*” means the Director of Finance for the City.

“*Mayor*” means the Mayor of the City.

“*Record Date*” means the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of the month.

“*Tax Certificate*” means the Tax Exemption Certificate and Agreement, dated July 28, 2017, and related to the Bonds.

C. Definitions also appear in specific sections below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

Section 3. Determination To Issue Bonds. It is necessary and in the best interests of the City to refund the Refunded Bonds and to pay all related costs and expenses incidental thereto and to borrow money and issue the Bonds for such purpose. It is hereby found and determined that such borrowing of money is for a proper public purpose and is in the public interest and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. There shall be issued and sold the Bonds, in one series, designated as “*General Obligation Refunding Bonds, Series 2017.*” The Bonds shall be dated July 28, 2017, and shall also bear the date of authentication thereof, shall be in fully registered form, shall be in minimum denominations of \$100,000 each and integral multiples of \$5,000 in excess thereof, and shall be numbered 1 and upward. The Bonds shall become due and payable serially (without option of prior redemption) on June 1 of each of the years, in the amounts and bearing interest per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2018	\$ 940,000	1.30%
2019	900,000	1.47%
2020	1,000,000	1.57%
2021	1,000,000	1.68%
2022	1,100,000	1.81%
2023	1,100,000	1.96%
2024	1,200,000	2.08%

The Bonds shall bear interest at the rates per annum identified above, unless there shall have occurred a Determination of Taxability at which time the Bonds shall bear interest at the rates per annum identified above, multiplied by 1.4925.

Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on December 1, 2017. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Bond as shown in the Bond Register or at such other address furnished in writing by such Registered Owner. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

Section 5. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or duly authorized facsimile signature of the Mayor and attested by the manual or duly authorized facsimile signature of the City Clerk, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of

such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 6. Registration of Bonds; Persons Treated as Owners. The City shall cause books (the “*Bond Register*” as defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the

same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 7. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however*, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF MCLEAN
CITY OF BLOOMINGTON
GENERAL OBLIGATION REFUNDING BOND, SERIES 2017**

See Reverse Side for
Additional Provisions.

Interest Taxable Maturity Dated
Rate: _____% Interest Rate: _____% Date: June 1, 20__ Date: July 28, 2017

Registered Owner: Clayton Holdings, LLC

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Bloomington, McLean County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the applicable Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing December 1, 2017, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of U.S. Bank National Association, Indianapolis, Indiana, as paying agent and bond registrar (the “Bond Registrar”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the

City maintained by the Bond Registrar, at the close of business on the applicable Record Date (the “*Record Date*”). The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of the month. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Bloomington, McLean County, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile

signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

Mayor, City of Bloomington
McLean County, Illinois

ATTEST:

SPECIMEN

City Clerk, City of Bloomington
McLean County, Illinois

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Refunding Bonds, Series 2017, having a Dated Date of July 28, 2017, of the City of Bloomington, McLean County, Illinois.

Date of Authentication:
July 28, 2017

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By _____
SPECIMEN
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This Bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$7,240,000 issued by the City for the purpose of refunding certain bonds previously issued by the City and paying expenses incidental thereto, all as described and defined in Ordinance Number _____ of the City, passed by the City Council of the City on the 24th day of July, 2017, authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (such code and powers being the “*Act*”), and with the Ordinance, which has been duly approved by the Mayor, and published, in all respects as by law required.

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment date to the opening of business on such interest payment date.

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 8. Security for the Bonds. The Bonds are a general obligation of the City, for which the full faith and credit of the City are irrevocably pledged, and are payable from the levy of taxes on all of the taxable property in the City, without limitation as to rate or amount.

Section 9. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the City, in addition to all other taxes of the City, the following direct annual taxes (the "Ad Valorem Property Taxes") to-wit:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF:	
2017	\$1,012,160.00	for interest and principal up to and including June 1, 2019
2018	\$1,098,930.00	for interest and principal
2019	\$1,083,230.00	for interest and principal
2020	\$1,166,430.00	for interest and principal
2021	\$1,146,520.00	for interest and principal
2022	\$1,224,960.00	for interest and principal

The Ad Valorem Property Taxes and other moneys on deposit in the Bond Fund from time to time (“*Bond Moneys*”) shall be applied to pay principal of and interest on the Bonds. Interest on or principal of the Bonds coming due at any time when there are insufficient Bond Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the deposit of the Ad Valorem Property Taxes; and when the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the Ad Valorem Property Taxes. The City and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Property Taxes may lawfully be levied, extended, and collected as provided herein.

Whenever funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Ad Valorem Property Taxes levied for the payment of the same, the City Council shall, by proper proceedings, direct the deposit of such funds into the Bond Fund or direct the set aside of such funds in another fund or account of the City, and further shall direct the abatement of the taxes by the amount so deposited or so set aside. The City covenants and agrees that it will not direct the abatement of the Ad Valorem Property Taxes until money has been deposited into the Bond Fund or otherwise

set aside by the City in another fund or account of the City in the amount of such abatement. A certified copy or other notification of any such proceedings abating the Ad Valorem Property Taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

Section 10. Filing with County Clerk. Promptly, after this Ordinance has become effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk; and the County Clerk shall in and for each of the tax levy years 2017 to 2022, inclusive, ascertain the rate percent required to produce the aggregate Ad Valorem Property Taxes hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 11. Sale of the Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the City Treasurer, and be by the City Treasurer delivered to Clayton Holdings, LLC (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being par; the contract for the sale of the Bonds heretofore entered into (as evidenced by an executed term sheet, the “*Purchase Contract*”) is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the City and that no person holding any office of the City, either by election or

appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the City of the Term Sheet relating to the Bonds, substantially in the form now before the City Council (the “*Official Statement*”), is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the City Council are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, the Official Statement and the Bonds.

Section 12. Creation of Funds and Appropriations.

A. There is hereby created a “*General Obligation Refunding Bonds, Series 2017 Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds

B. The Ad Valorem Property Taxes shall either be deposited into the Bond Fund and used for paying the principal of and interest on the Bonds for which such Ad Valorem Property Taxes were levied as hereinabove provided or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on such Bonds prior to receipt of such Ad Valorem Property Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the City Council, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all Bond Moneys on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the City Council to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The amount necessary from the proceeds of the Bonds shall be used to pay costs of issuance of the Bonds and shall be retained by the City Treasurer to pay such expenses. Any disbursements for expenses shall be made from time to time as necessary. Any excess from the proceeds of the Bonds held for such purpose shall be deposited into the Bond Fund not more than six months from the date of issuance of the Bonds.

D. The remaining proceeds of the Bonds, together with other lawfully available funds of the City as may be advisable for the purpose, shall be deposited with U.S. Bank National Association, Indianapolis, Indiana, the paying agent for the Prior Bonds, for the purpose of paying the principal of and interest on the Refunded Bonds upon redemption prior to maturity.

E. Alternatively to the creation of the Bond Fund, the City Treasurer may allocate the moneys for payment of the Bonds to one or more related funds of the City already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve the City Treasurer of the duty to account for the moneys for payment of the Bonds as herein provided.

Section 13. Call of the Refunded Bonds. In accordance with the redemption provisions of the resolution authorizing the issuance of the Refunded Bonds, the City by the City Council does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds subject to redemption prior to maturity for redemption on September 1, 2017.

Section 14. Taxes Previously Levied. The Designated Officials are hereby directed to prepare and file with the County Clerk a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Refunded Bonds and directing the abatement of taxes heretofore levied to pay the Refunded Bonds. Notwithstanding such direction, all proceeds received or to be received from any taxes levied to pay the Refunded Bonds, including the

proceeds received or to be received from the taxes levied for the year 2016 for such purposes, shall be used to pay the Refunded Bonds and to the extent that such proceeds are not needed for such purpose, the same shall be deposited into the Bond Fund and used to pay principal and interest on the Bonds in accordance with the provisions of this Ordinance.

Section 15. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The City Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Designated Officials, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the City Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the City Council further agree: (a) through their

officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 16. Registered Form. The City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 17. Duties of Bond Registrar. If requested by the Bond Registrar, the Designated Officials are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (d) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (e) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 18. Record-Keeping Policy and Post-Issuance Compliance Matters. On May 23, 2011, the City Council adopted a record-keeping and post issuance compliance policy

for the purpose of maintaining sufficient records to demonstrate compliance with the various covenants and expectations necessary to ensure the appropriate federal tax status for the Bonds and other debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits (the “*Policy*”). The Policy was amended on October 14, 2013.

Section 19. Publication of Ordinance. A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the City Council.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 20. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication as provided by law.

ADOPTED: July 24, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: July 24, 2017

Mayor

RECORDED in the City Records on July 24, 2017.

ATTEST:

City Clerk

Alderman _____ moved and Alderman _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon
the motion to adopt said ordinance.

Upon the roll being called, the following Alderman voted AYE: _____

NAY: _____

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved
and signed the same in open meeting and directed the City Clerk to record the same in the
records of the City Council of the City of Bloomington, McLean County, Illinois, which was
done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Bloomington, McLean County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “City Council”) thereof.

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the “Meeting”) of the City Council held on the 24th day of July, 2017 insofar as the same relates to the adoption of an ordinance, numbered _____ and entitled:

AN ORDINANCE providing for the issuance of \$7,240,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

(the “Ordinance”) a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the City Council on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda for the Meeting was posted at the location where the Meeting was held and at the principal office of the City Council at least 72 hours in advance of the holding of the Meeting; that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said Meeting; and that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the City Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the City Council in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this 24th day of July, 2017.

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such officer I do hereby certify that on the ____ day of July, 2017 there was filed in my office a properly certified copy of Ordinance Number _____, passed by the City Council of the City of Bloomington, McLean County, Illinois, on the 24th day of July, 2017, and approved by the Mayor of said City, and entitled:

AN ORDINANCE providing for the issuance of \$7,240,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of McLean, Illinois, this ____ day of July, 2017.

County Clerk of
The County of McLean, Illinois

[SEAL]

\$7.24 Million General Obligation Bond - Bids (2017)

As of 7-18-17

<i>Maturity June 1</i>	<i>Amount (\$)</i>	<i>XX bank Interest Rate</i>	<i>First Financial Bank Interest Rate</i>	<i>JP Morgan Interest Rate</i>	<i>Commerce Bank Interest Rate</i>	<i>Busey Interest Rate</i>	<i>Illinois National Interest Rate</i>
2018	940,000	2.59	2.315	2.28	1.30	1.66	4.00
2019	900,000	2.59	2.315	2.28	1.47	1.81	4.00
2020	1,000,000	2.59	2.315	2.28	1.57	1.96	4.00
2021	1,000,000	2.59	2.315	2.28	1.68	2.11	4.00
2022	1,100,000	2.59	2.315	2.28	1.81	2.26	4.00
2023	1,100,000	2.59	2.315	2.28	1.96	2.46	4.00
2024	1,200,000	2.59	2.315	2.28	2.08	2.61	4.00
Discount:	-	-	\$ 10,000	-	-	-	-
Purchase Price:	\$ 7,240,000	\$ 7,240,000	\$ 7,230,000	\$ 7,240,000	\$ 7,240,000	\$ 7,240,000	\$ 7,240,000
Additional Provisions:	All fees to be paid by the City Want a direct loan as opposed to a bond	None	Change in tax exempt - new rate Reimbursement of all issuance expenses Confidentiality	None	Perform as Bond Registrar	None	Recommended Award



Using Variable Rate Debt Instruments

Type:
Advisory
Advisory:

GFOA Advisories identify specific policies and procedures necessary to minimize a government's exposure to potential loss in connection with its financial management activities. It is not to be interpreted as GFOA sanctioning the underlying activity that gives rise to the exposure.

Background:

Issuing variable rate debt is a sophisticated strategy. In optimal conditions, a government might experience lower borrowing costs or reduce the impact of volatile investment earnings by issuing variable rate securities; however, their use exposes governments to many additional forms of risk. Users of variable rate debt need to be informed about these risks and their implications and possess or retain substantial expertise to mitigate them.

Short-term interest rates are generally lower than long-term interest rates. Governments with debt that resets to prevailing interest rates can save money in their long-term financing if rates stay constant or fall over the life of the debt. If rates rise, governments are better off issuing fixed-rate debt from the outset. This interest rate risk is only one form of risk associated with variable rate debt. Additional risk is introduced by liquidity and remarketing provisions. Variable rate debt programs typically involve regular re-marketing or rollover events, and these provisions determine what happens when there are problems in that process. Those problems can impose sudden principal repayments or large increases in interest rates.

In addition to these forms of risk, governments need staff to actively monitor and manage variable rate debt throughout the time that it is outstanding. Governments without the capacity to manage such a program or who cannot secure the expertise to do so should consider issuing fixed rate debt.

Variable rate debt can be used as a tool for interim financing. Since the expectations of variable-rate investors are, by their nature, short-term, variable rate debt can be redeemed on short notice without any penalty. This feature makes variable rate debt a preferred tool for financing projects for which a repayment or restructuring is a high probability. Certain variable rate products, most notably commercial paper, can be issued incrementally as funds are needed to finance current construction and reduce the long-term cost of construction financing, and then refunded with a long-term financing when the project is completed. Although variable rate debt is a valuable instrument, issuers should consult with their independent financial advisors and rating agencies to determine the appropriate level of variable rate exposure for their individual circumstances.

Recommendation:

GFOA advises governments who plan to issue variable rate debt to exercise caution and carefully evaluate their objectives and consider how this debt and the various risks associated with it will be managed over the long term. Issuance of variable rate debt should be guided by the government's overall financial and debt management objectives and its financial condition. In particular, an issuer should:

1. Review statutes or ordinances governing the issuance of debt, both at the local and state levels, to ensure that the issuance of variable rate debt (including particular instruments) is permitted and to understand any conditions, such as amounts, interest rate ceilings, or requirements governing debt-related funds.
2. Ensure that the government's debt policy specifically addresses the use of variable rate debt, including goals to be achieved, permitted instruments, amounts that may be issued, steps to minimize risk, and monitoring requirements.
3. Evaluate the impact on debt service requirements assuming different interest rate scenarios and develop appropriate contingency plans for a rising interest rate environment, including setting aside reserves consistent with applicable arbitrage regulations or purchasing hedging instruments. An issuer also should consider the impact of changing interest rates on rate covenants and its financial position. Governments using variable rate debt should have adequate financial capacity to accommodate rapid and potential large changes in borrowing costs.
4. Evaluate the total cost of issuing variable rate debt, including fees to tender agents, remarketing agents, and liquidity providers under expected and adverse scenarios (e.g., if tendered bonds cannot be immediately remarketed). If the issuer is considering an interest rate cap, the cost of purchasing the instrument also should be assessed in relation to interest rate risk exposure. The issuer should include the cost of financial advisors or other expertise needed to monitor the variable rate instrument.
5. Evaluate the need for an externally provided liquidity facility. If needed, an issuer should undertake an evaluation of possible providers, including their credit ratings, the consequences of a change in this rating, the posting of collateral, the maximum interest rate if bonds are tendered, and the timing of renewal provisions.
6. Ensure the diversification of remarketing agents, liquidity facility providers and counterparties in their selection. This would assist the issuer in diversifying its exposure in market uncertainties and create competition among the various remarketing agents.
7. Develop a full understanding of the unique risks that arise when variable rate payments are realized through an interest rate swap, including counterparty risk, basis risk, rollover risk, and termination risk.

To evaluate the appropriate amount of variable rate debt to be issued for risk mitigation purposes, the following criteria should be evaluated:

1. Balance sheet risk mitigation. The following factors should be analyzed on the basis of the fund that will be repaying the debt:
 1. The historic average of cash balances over the course of several prior fiscal years;

2. Projected cash balances based on known demands on a given fund and on the issuer's fund balance policies; and
 3. Any basis risk, such as the difference in the performance or duration of the issuer's investment vehicle compared to the variable rate debt instrument to be used by the government.
2. Interest Rate Risk. In determining the amount of interest rate risk, the issuer should consider the specific fund exposed to the risk and the budgetary flexibility that fund has in accommodating rapid increases in interest rates.
 3. Remarketing Risk. Issuers should have specific backup contingencies in the event that they cannot remarket their bonds. These should include sources of funds to cover redemptions and provisions for substitution remarketing.
 4. Liquidity/Renewal Risk. Issuers should have a plan that specifies their actions and backup provisions should one or more guarantors to the transaction fail to perform. This also applies to a government's ability to renew its liquidity agreements during a difficult market.
 5. Rollover Risk. Issuers should have the flexibility to act quickly if bonds rollover and cannot be sold, in which case remarketing agents effectively put their bonds. Documents should clearly indicate how the issuer should handle these bonds.

Committee:

Governmental Debt Management

References:

- GFOA Advisory, Use of Debt-Related Derivatives Products and the Development of a Derivatives Policy, 2010.
- GFOA Best Practice, Debt Management Policy, 2003.

Approved by GFOA's Executive Board:

March 2010

Applicable to Canadian Governments:

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(312) 977-4806



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: July 24, 2017

SUBJECT: Consideration of Approving an Agreement with The Stone River Group for Energy Brokerage Services for an initial 3 year term with the option of extending the Agreement for additional terms as set forth in the City of Bloomington RFQ #2018-07 opened on June 16, 2017.

RECOMMENDATION/MOTION: That the Agreement with The Stone River Group for Energy Brokerage Services be approved and that the City Manager and City Clerk be authorized to execute the Agreement.

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

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

BACKGROUND: A Request for Qualifications (RFQ) for Energy Brokerage Services was released on May 30, 2017. The RFQ required vendors to supply prior experience, professional qualifications, required State licenses and their capacity to provide energy brokerage services. Three submittals were received, reviewed and ranked by a selection committee comprised of City staff who have been directly involved in past energy brokerage agreements. Out of the three submittals, The Stone River Group provided the most relevant prior energy brokerage experience. More specifically, they provided prior energy brokerage experience with the City of Bloomington, Town of Normal, Village of Heyworth and other local municipalities. They also provided details regarding a Municipal Aggregation Group comprised of multiple local municipalities that they helped establish. The combined energy use of this group allowed The Stone River Group to broker lower energy costs than each municipality could obtain on their own. Based on this prior experience, their professional qualifications and other information included in their submittal, The Stone River Group was ranked highest for providing Energy Brokerage Services to the City of Bloomington. They are recommended for providing Energy Brokerage Services for the following energy supply needs in the City of Bloomington; (1) large municipal facilities, and (2) the community at large, which includes all other municipal facilities.

1. **Large Municipal Facility Energy Supply**

City of Bloomington facilities which use 15,000kWh of electricity or more per year are included in this energy supply category. There are currently 40 facilities in this category including City Hall, Center for Performing Arts, Arena, Golf Irrigation Pumps, Library, Police Department, Public Works, Water Treatment Plant, Zoo and several water and sewage pump stations. All other City facilities are included in the Municipal Aggregation supply category. There are two existing electric supply contracts within this category. A stand-alone contract for supplying electricity to the Arena expires on October 31, 2017, and the

electric supply contract for the remaining large City facilities expires on May 31, 2018. The combined consumption for these large municipal facilities varies between 15,000,000 and 20,000,000 kWh of electricity per year. There are currently no natural gas supply contracts for these large City facilities, but this agreement also allows the Stone River Group to broker natural gas supply contracts. The Stone River Group will be responsible for brokering new electric and natural gas supply contracts for large City facilities during the term of this Agreement.

2. Municipal Aggregation

At the April 9, 2013 consolidated election, voters authorized the City of Bloomington to negotiate and arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such a program via “Municipal Aggregation”. The aggregation applies to all City residences in the Ameren service territory and all businesses in the city using less than 15,000 kilowatt hours (kWh) of electricity per year. Eligible customers who choose not to be part of the aggregation group may opt out. The customer count is approximately 17,400 Bloomington residential customers and 1,600 commercial customers. Members of the Corn Belt Energy cooperative are excluded. Since approval, two Municipal Aggregation contracts have been executed and the current electric supply contract expires on May 31, 2018. Municipal aggregation for natural gas has not been authorized. The Stone River Group will be responsible for brokering new municipal electric aggregation contracts during the term of this Agreement. Therefore, a resolution will be brought before the City Council authorizing the City Manager to execute these contracts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications (RFQ #2018-07) was advertised in The Pantagraph on May 30, 2017.

FINANCIAL IMPACT: The Energy Brokerage Agreement does not have a financial impact to the current budget. The Stone River Group will be compensated for Energy Brokerage Services by the energy supply companies at the rate of 0.0005 cents per kWh upon execution of energy supply contracts between the energy supplier and the City. Execution of energy supply contracts provides lower energy costs than remaining on the open market and is in the best interest of the City. Energy costs are included in the current FY 2018 City budget.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, Facilities Manager

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

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

David A. Hales
City Manager

Attachments:

- RFQ Opening Record
- Agreement
- Request for Qualification



CITY OF
Bloomington
ILLINOIS

City Clerk's office
109 E Olive St
Bloomington, IL 61701
PH 309-434-2240
FAX 309-434-2628

RECORD OF BID OPENING FOR:

RFQ Energy Backup Services

DATE: 4/6/17

TIME: 4 PM

Bidder's Name	Surety	Addendum	Total Bid
Stone River Group			
Kanina			
Good Energy			

WITNESSES:

[Signature]

[Signature]

**CITY OF BLOOMINGTON
CONTRACT WITH
THE STONE RIVER GROUP
FOR
ENERGY BROKERAGE SERVICES**

THIS AGREEMENT, dated this 24th day of July _____, 2017, is between the City of Bloomington (hereinafter "CITY") and THE STONE RIVER GROUP (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
Energy Brokerage Services RFO (RFO #2017-08) (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: _____
Energy Brokerage Services as described in the RFO Scope of Services.

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the Contractor shall be paid in accordance with his/her proposal and the procurement documents, all of which are incorporated herein.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

THE STONE RIVER GROUP

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

REQUEST FOR QUALIFICATIONS (RFQ)

ENERGY BROKER SERVICES FOR MUNICIPAL BUILDING ELECTRIC & NATURAL GAS SUPPLY AND MUNICIPAL ELECTRIC AGGREGATION SERVICES THAT INCLUDE RENEWABLE ENERGY

SECTION I - SCOPE OF SERVICES

A. Energy Supply

There are two energy supply needs in the City of Bloomington; (1) large municipal facilities, and (2) the community at large, including small municipal facilities.

1. Large Municipal Building Energy Supply

To date, the City has only included municipal facilities which use 15,000kWh of electricity or more per year in this energy supply category. All other municipal facilities are included in the Municipal Aggregation supply category. There are two existing electric supply contracts within this category. A stand-alone contract for supplying electricity to a single large municipal facility expires on October 31, 2017, and the electric supply contract for the remaining large municipal facilities expires on May 31, 2018. The combined consumption for these large municipal facilities is between 15,000,000 and 20,000,000 kWh of electricity per year. There are currently no natural gas supply contracts for these large municipal facilities.

2. Municipal Aggregation

At the April 9, 2013 consolidated election, voters authorized the City of Bloomington to negotiate and arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such a program via “Municipal Aggregation”. The aggregation applies to all City residences in the Ameren service territory and all businesses in the city using less than 15,000 kilowatt hours (kWh) of electricity per year. Eligible customers who choose not to be part of the aggregation group may opt out. The customer count is approximately 17,400 Bloomington residential customers and 1,600 commercial customers. Members of the Corn Belt Energy cooperative are excluded. Since approval, two Municipal Aggregation contracts have been executed and the current electric supply contract expires on May 31, 2018. Municipal Aggregation for natural gas has not been authorized.

B. Renewable Energy

The City Council has requested that the City Manager “always investigate the use of up to 100% renewable power for the Municipal Aggregation electricity agreements. The following strategies have been utilized to meet this requirement.

1. Renewable Energy

Solicit Municipal Aggregation agreements that provide electricity generated by 100% renewable sources. Since this option is quite expensive and not necessarily in the best interest of the general public, it is rarely pursued.

2. Renewable Energy Credits

The City will also consider purchasing renewable energy credits (RECs) to meet the 100% renewable energy requirement. The ratio of 1 REC for 1 megawatt of power used is termed by the industry as “100% renewable.” The City would prefer to purchase a bundled product where both electricity and the REC’s from the same source are sold to the City together, but if an unbundled product is offered the product should still meet the 100% renewable energy requirement.

3. Other strategies

Alternate strategies regarding the 100% renewable energy requirement are also considered.

REQUEST FOR QUALIFICATIONS (RFQ)

ENERGY BROKER SERVICES FOR MUNICIPAL BUILDING ELECTRIC & NATURAL GAS SUPPLY AND MUNICIPAL ELECTRIC AGGREGATION SERVICES THAT INCLUDE RENEWABLE ENERGY

C. Specific Tasks under This RFQ

1. The Proposer's responsibilities include the following.
 - Develop an energy supplier procurement strategy for approval by the City that includes desired terms, services and features, qualification and selection criteria for suppliers of electricity and natural gas and essential contract provisions for the selected suppliers.
 - Assist the City with review and analysis and recommendation of energy supply contract awards.
 - Act as broker during the procurement process and provide technical services during the negotiations with prospective energy suppliers. Nothing herein shall preclude the participating municipality from having outside legal counsel or other City staff/consultants review the terms and conditions of any negotiated contract.
 - Oversee energy supplier transitions.
 - Throughout the entire term of the energy supply contracts, facilitate resolution of any issues that City is unable to directly resolve with suppliers.
 - Oversee municipal aggregation program, including enrollment, opt-out, transitions and terminations.
 - Provide public education and manage and monitor the municipal aggregation program.
 - Prepare required filings and reports and annual financial analyses comparing contract v. utility pricing.
 - Advise City of pending or potential regulatory or market changes that will affect costs, supply or related issues.
 - Provide energy use and cost history for all large municipal building accounts upon request by the City.

SECTION II – AGREEMENT TERM and SELECTION PROCESS

A. Duration of Brokerage Agreement

The initial agreement between the selected energy brokerage firm and the City shall have a term of three years from the date of City Council approval. At the City's sole discretion, the agreement may be extended for additional three year terms.

B. Selection Process

Although the services that are the subject of this RFQ are exempt from public bidding laws the City is committed to conducting a fair and equitable process and have put in place the following selection process. All proposals will be reviewed by a Selection Committee comprised of City staff ("the Committee"). Depending on the number of proposals received, the Committee may interview none, some or all proposers. Any interviews will be schedule after the Committee has reviewed all submittals. City staff will notify proposers selected for interviews by email or telephone of the date, time and place for their interviews and any other pertinent information related thereto. Within a reasonable period of time after the last interview, the Committee will make a recommendation of award of the agreement to the City Council. The Council may accept or reject the recommendation. The proposer selected by the Council will be notified either by mail or email.

REQUEST FOR QUALIFICATIONS (RFQ)

ENERGY BROKER SERVICES FOR MUNICIPAL BUILDING ELECTRIC & NATURAL GAS SUPPLY AND MUNICIPAL ELECTRIC AGGREGATION SERVICES THAT INCLUDE RENEWABLE ENERGY

SECTION III - EVALUATION OF THE PROPOSER'S QUALIFICATIONS

A. Required Submissions

Each proposal must contain, at minimum, the following documents.

1. Resumes of all persons participating in the RFQ, including, but not limited to, the principals and consultants with a brief description of their respective responsibilities.
2. Current copies of all licenses or certifications that are necessary to perform the services you are proposing.
3. A list of at least three (3) Illinois Municipalities for which you have conducted similar services. Please include the name and telephone number of the contact person at each, the year of the contract, and the nature of the agreement. These contacts shall serve as references.
4. Proposals. Each proposer must submit a written proposal in response to this RFQ, which includes full and clear descriptions of the evaluation criteria outlined in Section IV below as well as all information outlined in this Section. The Selection Committee will evaluate each proposal based on the evaluation criteria.

Qualifications

- a. Provide general background of your firm (e.g. history, leadership team background, years in service, etc.).
- b. Briefly describe your firm's understanding of renewable energy, RECs, and associated rules and regulations in the State of Illinois.
- c. Share examples of renewable energy procurement your team has helped other clients implement.
- d. Describe your experience working on renewable energy purchases and strategies with clients in the Government sector.
- e. Describe alternate renewable energy strategies you have implemented.
- f. Describe unique expertise and/or any additional services that your firm provides beyond that of a traditional energy broker.
- g. Provide examples of recent pricing, including cost per kWh for contracts you have recently facilitated and how that pricing compared to local utility rates throughout the length of the contracts to date.

Approach

- i. Describe how you help clients determine the best energy procurement strategies.
- j. Describe if you have contractual relationships with developers/suppliers and, if so how they work and economic incentives to both parties.

REQUEST FOR QUALIFICATIONS (RFQ)

ENERGY BROKER SERVICES FOR MUNICIPAL BUILDING ELECTRIC & NATURAL GAS SUPPLY AND MUNICIPAL ELECTRIC AGGREGATION SERVICES THAT INCLUDE RENEWABLE ENERGY

- k. Describe what differentiates your service offerings from that of your competitors.

Pricing

1. No direct compensation shall be provided by the City of Bloomington for energy brokerage, office tasks or other services related to this agreement. Describe how you would be compensated for your services and how the compensation is calculated.

SECTION IV - PROPOSAL EVALUATION CRITERIA

In determining whether to interview a proposer, proposals will be evaluated on the following.

1. Experience:

All respondents must have previous experience in the energy industry and in consulting on the development and implementation of renewable power purchases. For each energy supply, proposer must demonstrate the following.

- Large Municipal Building Energy Supply - respondents must demonstrate significant experience in development and implementation of energy purchase contracts with a minimum scale of 20MWh/year, with Illinois experience preferred.
- Municipal Aggregation - respondents must have previous experience in development and implementation of at least one plan for retail customers in Illinois cities of a similar size. In addition, information regarding the following renewable energy experience shall be provided.
 - Renewable Energy – experience in implementation of 100 % renewable energy contracts.
 - RECs - experience in analyzing and purchasing RECs both individually and bundled.
 - Other Strategies - describe other renewable energy strategies and their qualifications for implementing these strategies.

2. **Professional qualifications:** The Project Team has the requisite knowledge and experience as outlined above. In addition, the relevant personnel on the team have the professional licenses required to execute these services.

3. **Capacity and Timeliness:** The Project Team appears to have the capacity to perform these services in a timely manner.



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: July 24, 2017

SUBJECT: Consideration of approving an Annual Regional Service Agreement and invoice for payment to McLean County Regional Planning Commission (MCRPC) for Regional Planning Services in the amount of \$54,181.47 for the fiscal year July 1, 2017 through June 30, 2018

RECOMMENDATION/MOTION: That the Agreement with the McLean County Regional Planning Commission (MCRPC) for the Regional Planning Services Agreement in the amount of \$54,181.47 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 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: The McLean County Regional Planning Commission has been providing long term planning for the City of Bloomington, Town of Normal and McLean County for many years. Their functions include such things as long range transportation needs, comprehensive plans, public mapping services, etc. The three government entities as well as state and federal grants provide the operational funding for the commission.

Over the past few years, the City has seen its contribution to the McLean County Regional Planning Commission remain steady. For FY 2017, the McLean County Regional Planning Commission set the City's contribution at \$54,674.00; the FY 2018 number represents a 1% decrease in dues.

Fiscal Year City Contribution

FY 2016 \$54,212.00

FY 2017 \$54,674.00

FY 2018 \$54,181.47

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: See attached

FINANCIAL IMPACT: The FY 2018 Budget appropriated \$57,500 in the Planning-To Regional Planning account (10015420-75025) of the Community Development Division. Stakeholders can locate this in FY 2018 Budget Book titled "Budget Overview & General Fund" on page 309.

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan/Downtown Plan Goals: The McLean County Regional Planning Commission is listed as a partner agency dozens of times throughout the document.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Tom Dabareiner AICP, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Bloomington RSA letter and agreement



FY 2018
UNIFIED WORK PROGRAM (UWP)
(July 1, 2017 through June 30, 2018)

FOR

PLANNING AND RELATED ACTIVITIES
TO BE PERFORMED BY
McLEAN COUNTY REGIONAL PLANNING COMMISSION (MCRPC)
IN COOPERATION WITH FEDERAL, STATE AND
LOCAL UNITS OF GOVERNMENT

The preparation of this report was financed in part through a technical studies grant from the U. S. Department of Transportation:
Federal Highway Administration and Federal Transit Administration

This work program is intended to comply with Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d-1) and Executive Order No. 12898 on environmental justice issued on February 11, 1994. Title VI of the Civil Rights Act (42 U.S.C. 2000-1) states that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, or activity receiving Federal financial assistance." The Executive Order on environmental justice further amplifies Title VI by providing that "each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations." These items are addressed under work elements 304 and 308 of this Unified Work Program, wherein issues relating to policies affecting transportation, housing, employment and other planning considerations affecting minority and low-income populations are addressed.

VISION, MISSION & VALUES

VISION: MCRPC is the leader for planning tomorrow's McLean County.

MISSION: We bring expert planning, deep local knowledge and vibrant public participation as we shape our future to promote opportunity, livability and sustainability.

VALUES:

Regionalism

We believe regionalism is the cornerstone of our existence, and our unique regional perspective provides us the vantage point to address issues that extend beyond traditional boundaries.

- We are the catalyst for building consensus from diverse viewpoints.
- We provide forums that facilitate regional dialogue.
- Our planning process promotes regional unity.

Governance

We feel policy decisions are best made by the level of government closest to the people.

- We directly involve local governments in our decision-making process.
- Our process operates through the Commission, an executive board of local government and agency representatives.
- The Commission is supported by the Executive Committee and numerous study, technical, and policy committees.

Service

We serve the planning needs of communities of McLean County individually and collectively.

- We advance the recognition that healthy communities balance diverse needs.
- We work collaboratively with local governments, area organizations, private entities and other public-private efforts to achieve that balance.

Innovation

We recognize our communities are best served by our ability to anticipate the consequences of dynamic change.

- We focus on innovative solutions to both existing and future challenges facing local governments and the region, grounded in respect for our history and culture.

Advocacy

We advocate on behalf of our regional community at all levels of government.

- We maintain an objective and impartial approach to issues.
- We adhere to strong standards of professionalism in all aspects of our work for the betterment of the Region.

Inclusion

We engage the public in an open and broadly participatory planning process.

- We seek active participation and welcome alternate views of all groups.
- We ensure that all citizens have the opportunity to observe, debate, question, and participate in the planning process.

Professionalism & Excellence

We provide high quality services through well-trained, technically proficient staff.

- We offer informed and professional technical assistance.
- We have a firm commitment to dedicated, high-quality public service.
- We hold ourselves accountable to municipalities, the public, and granting authorities.

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McLEAN COUNTY TRANSPORTATION COMMITTEES

Policy Committee

Mary Jefferson, Chairman
Chairman - McLean County Regional Planning Commission

Tari Renner
Mayor - City of Bloomington

Chris Koos
Mayor - Town of Normal

William Caisley
Chairman - McLean County Board Transportation Committee

Craig Emberton
Program Development Engineer - IDOT, Region 3, District 5

Technical Committee

Vasudha Pinnamaraju, AICP, Chair
Executive Director - McLean County Regional Planning Commission

David Hales
City Manager - City of Bloomington

Mark Peterson
City Manager - Town of Normal

Bill Wasson
County Administrator - McLean County

Gene Brown
City Engineer - Town of Normal

Jim Karch
Director of Public Works - City of Bloomington

Jerry Stokes
County Engineer - McLean County

Carl Olson
Director - Bloomington-Normal Airport Authority

Isaac Thorne
Interim General Manager - Connect Transit

Robert Nelson
Planning and Services Chief - IDOT, District 5

Brian Trygg
Acting Local Roads/Land Acquisition Engineer - IDOT, District 5

Local Government Planning Staff

Katie Simpson, City Planner - City of Bloomington

Mercy Davison, AICP, Town Planner - Town of Normal

Philip Dick, AICP, Director of Building and Zoning - McLean County

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Commissioners

Mary Jefferson, Chairman
Town of Normal

Michael Buragas, Vice Chairman
City of Bloomington

Michael Gorman, MCRPC Commission Representative
on Executive Committee
City of Bloomington

Joseph Cleary
Unit School District #5

Mary Kramp
County of McLean

Glen Ludwig
County of McLean

Carl Olson
Airport Authority

Linda Olson
County of McLean

Carl Teichman
Town of Normal

Tyler Wrezinski
Water Reclamation District

Mark Wylie
Charter School District #87

Executive Committee

Mary Jefferson
Chairman

Michael Buragas
Vice Chairman

Michael Gorman
MCRPC Commission Representative

Mark Peterson
City Manager, Town of Normal

David Hales
City Manager, City of Bloomington

Bill Wasson
*County Administrator,
County of McLean*

Vasudha Pinnamaraju, AICP
Executive Director

Staff

Vasudha Pinnamaraju, AICP
Executive Director

Jordan Brown
Office Manager

Jennifer Sicks, AICP
Senior Planner

Jamal Smith
Assistant Planner

Daniel Handel
Assistant Planner

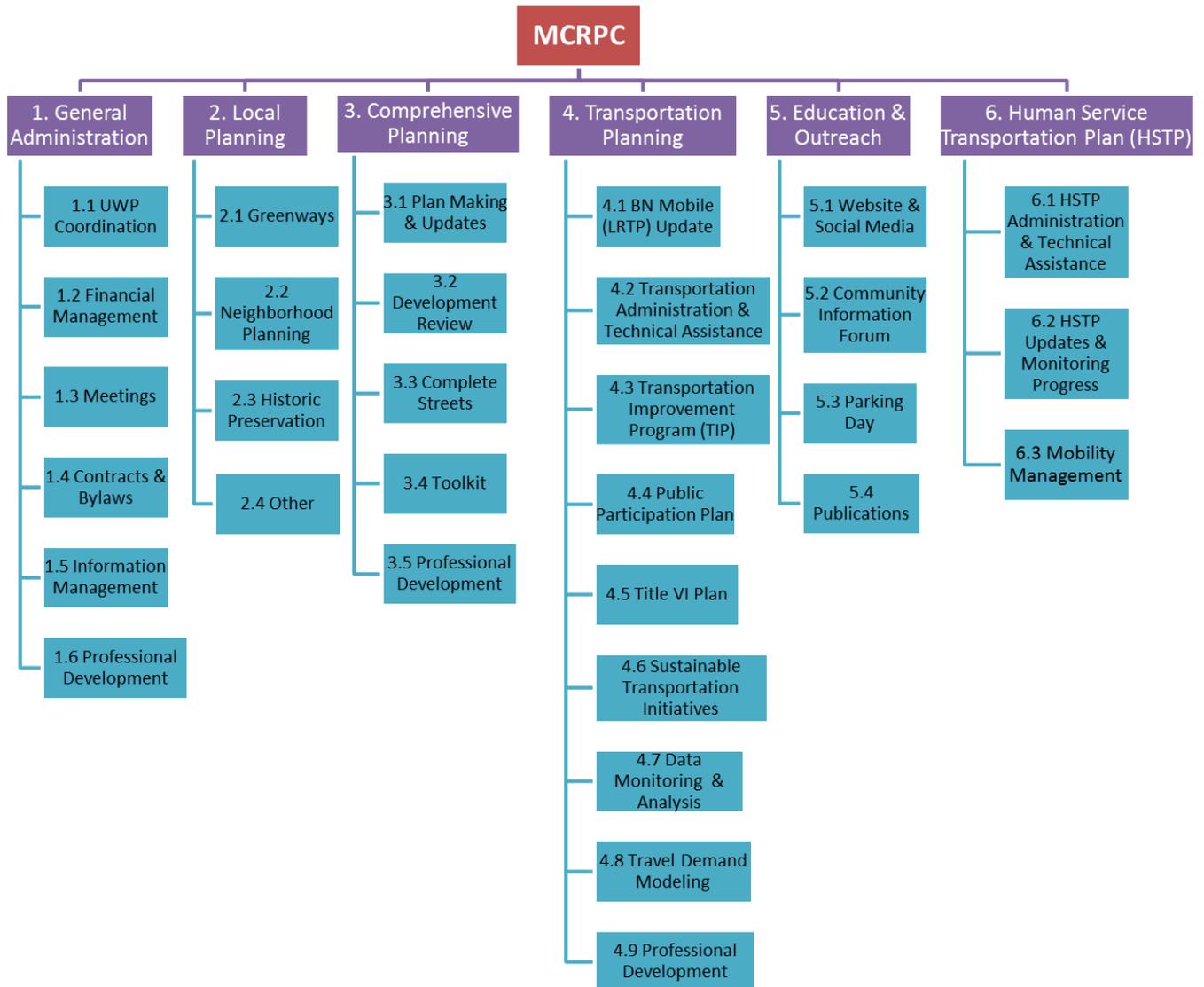
Emily Lutz
Assistant Planner

INTRODUCTION

Each year, Metropolitan Planning Organizations (MPOs) are required to prepare a Unified Work Program (UWP), in cooperation with member agencies, to describe all anticipated transportation planning activities over the course of the upcoming federal fiscal year. As the designated MPO for the Bloomington-Normal ur-

banized area, the McLean County Regional Planning Commission (MCRPC) developed the UWP for fiscal year 2018 (July 1, 2017 to June 30 2018) in compliance with the Fixing America's Surface Transportation (FAST) Act. This UWP serves as a guide for the efficient use of local, state and federal funds to carry out transportation, comprehensive, land use planning, and re-

**EXHIBIT A
FY 2018 WORK ELEMENTS AND TASKS**



lated activities in McLean County, Illinois. Pursuant to this, the UWP identifies proposed work activities to be carried out in the coming fiscal year and includes a line item budget in support of those activities. The work activities and budget were developed within the broader framework of a projected five-year work program, which reflects both the MCRPC's overall mission and the planning factors identified by the FAST Act.

The UWP identifies thirty one (31) separate tasks to be performed in the six program categories, taking into account the planning factors identified in the FAST Act. See Exhibit A Work Elements and tasks. The process used to develop the UWP and this final document is a departure from prior years. This UWP serves as a transition from past practices

in transportation planning to procedures that emphasize performance measures. This transition is most pronounced in Section 4 of this UWP, Project Budgets. It combines reporting previous fiscal year accomplishments, detailed task descriptions for the upcoming year and a clear outline of the deliverable work products tied to the budget. In the course of the upcoming fiscal year, MCRPC is required to produce quarterly reports to the Illinois Department of Transportation Office of Planning and Programming on the progress of the projects identified in the UWP. Starting FY 2018, these reports will be designed to act as a MPO performance dashboard for the tasks and the outcomes identified in the UWP.

Purpose and role of a metropolitan planning organization (MPO)

A MPO is a transportation policy-making organization composed of representatives from local government and transportation implementers. The 1962 Federal-Aid Highway Act required the formation of a MPO for all urbanized (metropolitan) areas with a population greater than 50,000. MPO's were established to ensure that existing and future expenditures for transportation projects and programs were based on a comprehensive, cooperative, and continuing (3C) planning process. Federal funding for transportation projects and programs are channeled through this planning process. Over successive authorization cycles leading to the passage of FAST act in 2015, Congress has added and revised substantive content expected from the 3-C process.

MCRPC is the designated MPO for the Bloomington-Normal urbanized area. Current members include the City of Bloomington, Town of Normal, McLean County, Connect Transit and Airport Authority, along with the Illinois Department of Transportation (IDOT), Federal Highway Administration and Federal Transit Administration. Each year, MPOs are required to prepare a Unified Work Program (UWP) in cooperation with member agencies, to describe all anticipated transportation planning activities over the course of the upcoming state fiscal year. The UWP is an essential step in the development of a continuing, cooperative, and comprehensive (3C) transportation planning process in an urbanized area.

Fixing America's Surface Transportation (FAST) Act

The FAST Act was signed into law in 2015- the first federal law in a decade to provide multi-year funding for surface transportation infrastructure planning and investment. It addresses all modes of transportation and enhances many of the existing provisions and programs defined in past transportation legislation. FAST Act defines nine specific planning factors to be considered when developing transportation plans and programs in a metropolitan area to ensure consistency with national goals and objectives:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and non-motorized users
4. Increase the accessibility and mobility options available to people and for freight.
5. Protect and enhance the environment, promote energy conservation, improve quality of life, and promote consistency between transportation improvements and State and Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
6. Promote efficient system management and operation.
7. Local planned growth and economic development patterns.
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.
10. Enhance travel and tourism.

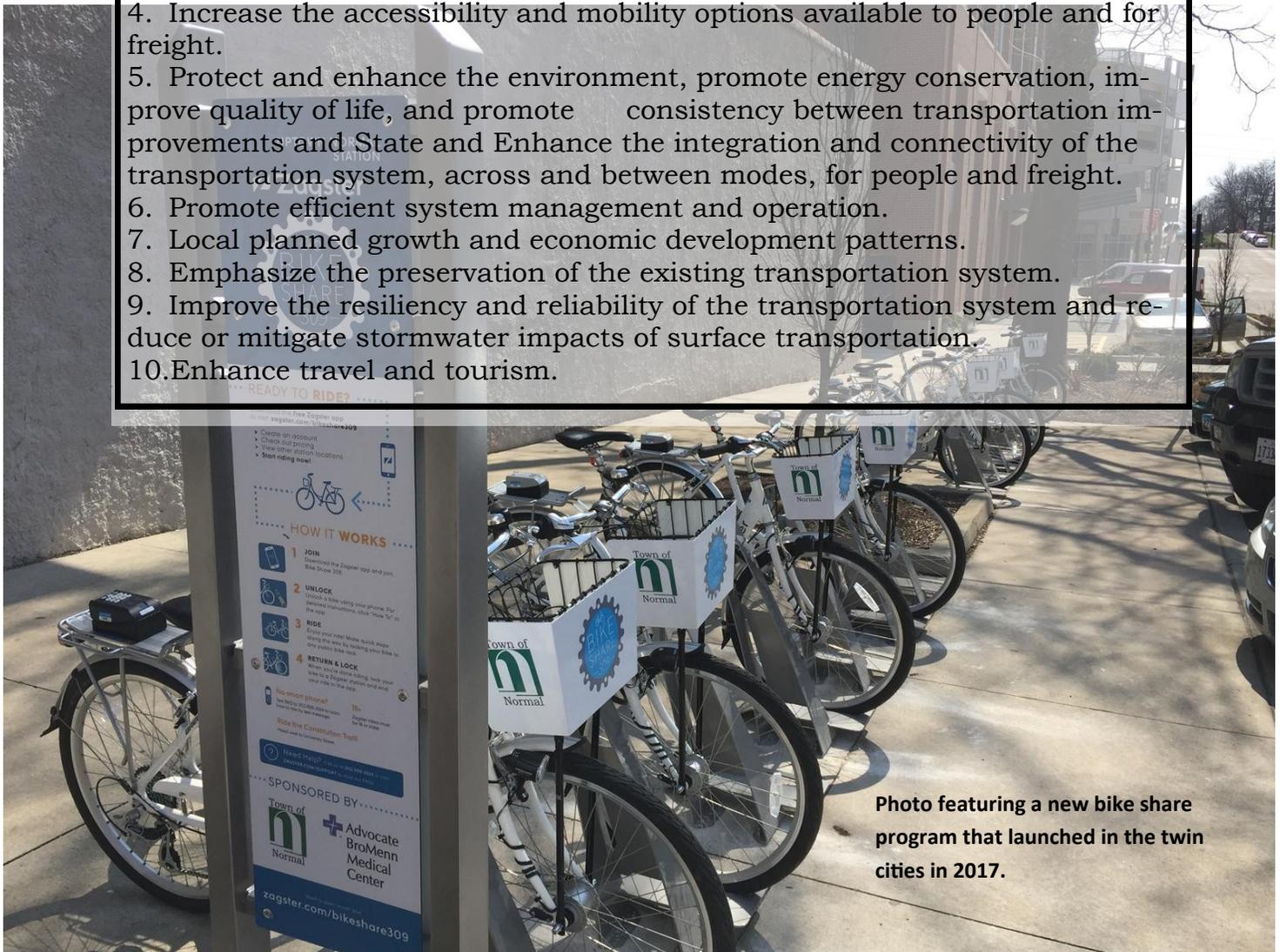


Photo featuring a new bike share program that launched in the twin cities in 2017.

Section 1: PROJECTED FIVE-YEAR WORK PROGRAM

This section identifies MCRPC activities to be completed in support of the overall agency mission and State and Federal guidelines for transportation planning.

The MCRPC actively monitors development and is actively engaged in the periodic updates of the plans to ensure maximum effectiveness and applicability. These philosophies are embedded in the MCRPC's long range planning strategy and are reflected in the Projected Five-Year Work Program as well as this UWP. Additionally, transportation related activities specifically address the provisions of the FAST Act and embody the planning guidelines set forth in 23 CFR 450.

The five-year program will be updated and extended each year as part of the annual process of preparing the UWP. Thus, the projected five-year work program will continue to be an important component of the UWP as it serves to illuminate the vision of the work that lies ahead.

WORK ELEMENTS

1- General Administration: This encompasses the general administration and support of the 3C transportation process to ensure that state and local partners maintain eligibility for the use of federal transportation funds to improve area surface transportation systems. Tasks include administering the planning activities identified in the adopted UWP, budgeting, personnel and financial management, conducting regular meetings with Commission, Executive Committee and other special committees and task forces, issuing requests for proposals as needed, entering into contracts and agreements, attendance at conferences and workshops, coordina-

tion with IDOT, FHWA and FTA staff to determine new directions in policy and program content. Major work products under this element include creation of a Unified Work Program (UWP), correspondence of financial and performance reports, technical memoranda and invoices.

2 - Local planning and technical assistance: This work element encompasses planning and technical assistance on local projects that directly support individual municipalities. Tasks may include data collection, spatial analysis and planning at neighborhood, intersection, street or other micro levels, support for regional projects like solid waste planning, BN Advantage, watershed related activities and technical assistance on ordinance reviews and grant writing. The actual tasks and scope will be determined by the availability of staff resources.

3- Land use planning and development monitoring: This element seeks to improve coordination between land use and transportation planning, support the economic vitality of the metropolitan area, promote smart growth to increase accessibility and mobility options available to people of all ages and abilities, protect and enhance the environment, promote energy conservation and improve quality of life and place. Tasks include creating and updating comprehensive and land use plans, subject specific plans such as housing and technology, development reviews for consistency with land use and transportation plans, and providing technical support on housing issues to ensure transit oriented development and smart growth. Major work products for the fiscal year include the Town of Normal Comprehen-

Exhibit B - Projected five year work program					
Work Element by Category	Activity by Fiscal Year				
	2018	2019	2020	2021	2022
GENERAL					
ADMINISTRATION					
1.1 UWP Coordination	-----	-----	-----	-----	-----
1.2 Financial Management	=====	=====	=====	=====	=====
1.3 Meetings	-----	-----	-----	-----	-----
1.4 Contracts and Bylaws	=====			=====	=====
1.5 Information Management	=====				=====
1.6 Professional Development	-----	-----	-----	-----	-----
LOCAL PLANNING					
2.1 Greenways	-----	-----	-----	-----	-----
2.2 Neighborhood Planning	-----	-----	-----	-----	-----
2.3 Historic Preservation	-----	-----	-----	-----	-----
2.4 Other	-----	-----	-----	-----	-----
COMPREHENSIVE PLANNING					
3.1 Plan Making & Updates	=====	-----	-----	=====	=====
3.2 Development Review	-----	-----	-----	-----	-----
3.3 Complete Streets	-----	-----	-----	-----	-----
3.4 Toolkit	-----	-----	-----	-----	-----
3.5 Professional Development	-----	-----	-----	-----	-----
TRANSPORTATION PLANNING					
4.1 BN Mobile (LRTP) Update	=====	-----	-----	-----	=====
4.2 Transportation Admin	-----	-----	-----	-----	-----
4.3 TIP	=====	=====	=====	=====	=====
4.4 Public Participation Plan	=====	-----	-----	-----	=====
4.5 Title VI Plan	-----	-----	-----	-----	-----
4.6 Sustainable Transportation	=====	-----	-----	-----	-----
4.7 Data Monitoring & Analysis	=====	-----	-----	-----	-----
4.8 Travel Demand Modelling	=====	-----	-----	-----	-----
4.9 Professional Development	-----	-----	-----	-----	-----
EDUCATION & OUTREACH					
5.1 Website & Social Media	=====	-----	-----	-----	-----
5.2 Information Forum	-----	-----	-----	-----	-----
5.3 Parking Day	=====	=====	=====	=====	=====
5.4 Publications	-----	-----	-----	-----	-----
HUMAN SERVICE TRANSPORTATION PLAN (HSTP)					
6.1 HSTP Admin	-----	-----	-----	-----	-----
6.2 HSTP Monitoring	-----	-----	-----	-----	-----
6.3 Mobility Management	=====	=====	=====	=====	=====

sive Plan, Regional Housing Study, and Regional Technology Master Plan. Work product could also include an interactive development review process.

4- Transportation Planning: This work element encompasses creation of the Long Range Transportation Plan (LRTP) and activities that directly support the development or implementation of projects outlined in the LRTP. Tasks include completion of 2045 LRTP, transportation administration and technical assistance, creation and amendment to Transportation Improvement Program (TIP), promotion of sustainable modes of transportation, data monitoring, analysis and travel demand modelling. Major work products include the Long-Range Transportation Plan, the Regional Freight Study, Regional Energy Plan, Public Participation Plan, regional transportation dashboard and a travel demand model.

5 - Education and Outreach: This work element involves educating members of the community on the importance of their engagement in planning for the future of Bloomington-Normal and urbanizing areas of McLean County. It involves gathering meaningful input on transportation and comprehensive plans from residents (including corporate, institutional and not-for-profit citizens) of all walks of the community utilizing both traditional and non-traditional methods. Major work products include redesign of MCRPC website, the annual Community Information Forum, Visions newsletters and PARKing Day.

6 - Human Service Transportation Plan (HSTP): HSTP is designed to meet the needs of the transportation disadvantaged population, including persons with disabilities, individuals with lower incomes, older adults and racial and ethnic minori-

ties. MCRPC administers the Illinois Department of Transportation Human Services Transportation Plan process for Region 6, a five-county area in east central Illinois which includes Ford, Iroquois, Kankakee, Livingston, and McLean Counties. MCRPC staff serve as regional coordinators, facilitating program and resource coordination among governments, transportation providers, and social service agencies throughout the region. Major work products include the consolidated Rural-Urban HSTP, a dedicated webpage for HST and a web-based data HST dashboard.

ORGANIZATIONAL STRUCTURE

MCRPC's work programs are carried out through the interaction of Commission members, elected officials, governmental agencies, and staff. This interaction is graphically illustrated in Exhibit C. Commission membership is uniquely composed of eleven citizens nominated by major units of government and appointed by the McLean County Board and may not include current elected officials. The current Commission membership is listed on page iv of this report.

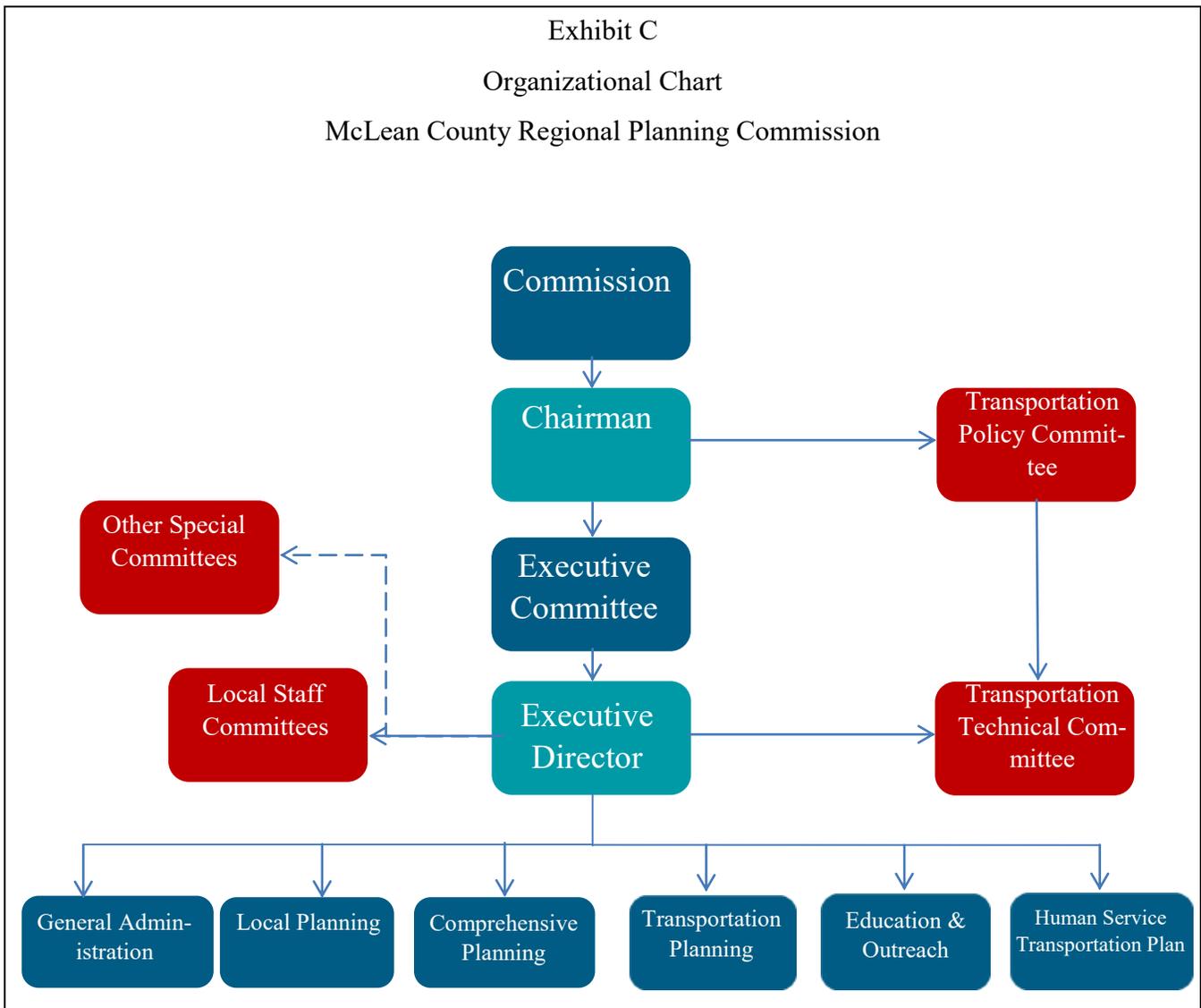
The MCRPC interacts with local and state officials through the Transportation Policy Committee. The Commission interacts with local elected officials through the Commission Chairman, who also serves as chairman of that committee. The Transportation Policy Committee also provides for interaction with Illinois Department of Transportation officials as well as local elected officials.

At the staff level, the Commission Chairman chairs the Executive Committee, which includes up to three Commission members, the McLean County Administrator, and the City Managers of Bloomington and Normal. The Executive Director of the MCRPC participates with

each of the above committees, plus the Transportation Technical Committee. This committee reports to the Transportation Policy Committee on transportation matters, and includes management and engineering staff from City of Bloomington, Town of Normal, McLean County, Central Illinois Regional Airport Authority, Connect Transit and Illinois Department of Transportation.

transportation Advisory Committee (TAC) and serves to coordinate activities between the local and regional planning staffs in each of the six major work elements.

The Executive Director of MCRPC also participates in various other staff committees, including the greenways advisory committee, development monitoring and solid waste technical committees, Trans-



SECTION 2: PROGRAM SUMMARY AND BUDGET

This section presents an overview of the overall work program for the coming year. It presents the estimated total staffing requirements and costs to carry out the identified work activities and includes a line item budget. Also included is a summary of anticipated funding by source and project.

STAFFING REQUIREMENTS

The work program provides for six staff members. In addition to the Executive Director, the budgeted staff positions include office manager, senior transportation planner, three associate planners, and temporary/part-time staff.

Table 2.1 lists the staff allocations to complete the programmed work activities. All of the Executive Director's and Office Manager's time is allocated to General Administration.

COSTS

The total estimated cost to implement this work program, including the cost to maintain the MCRPC office and staff, is \$674,494. The anticipated line item costs are illustrated in Table 2.2, along with a break down between direct and indirect costs. Direct costs are chargeable to specific projects and include salaries and non-salary costs, such as materials, services and supplies used directly on projects. Indirect costs, which also include both salaries and non-salary costs, cannot be related to specific projects. Such costs

include general administration, supplies, and equipment costs. See Appendix—A for the approved FY2018 Indirect Cost Allocation Plan (ICAP). The indirect charge is added to direct salaries and other direct costs when computing project costs.

The budget provides for 13 different line item expenses, each divided as appropriate between direct and indirect costs. These line item expenses are discussed briefly below.

Salaries and Fringes

Salaries and benefits account for nearly three quarters of the budget and constitute the largest expense.

Advertising

Advertising is a direct expense and includes event advertising, public hearing and other required notices.

Dues and Subscriptions

This line item includes professional dues for the staff and subscriptions for the agency.

Miscellaneous

Programmed miscellaneous expenses consist of cost items that do not appropriately fall within the other designated expense categories, such as bank fees and refreshments. It is important to note that no federal funding has

UWP CODE	Project	Executive Director	Senior Planner (JS)	Asso. Planner-Comp (EL)	Asso. Planner-Comp/Trans (DH)	Asso. Planner (JS)	Ofc Mgr	Temp/PT	Total
1	General administration	1,950					1,950		3,900
2	Local planning		100	680		400			1,180
3	Comprehensive Planning		180	1,070	600	370			2,220
4	Transportation Planning		1,190		800	380		975	3,345
5	Education & outreach		130	200	350	450			1,130
6	HSTP		350		200	350			900
	Total	1,950	1,950	1,950	1,950	1,950	1,950	975	12,675

**Table 2.2
LINE ITEM BUDGET**

Expense Item				Percent of Total Budget
	Direct	Indirect	Total Costs	
Salaries + Fringe	\$282,820	\$200,246	\$483,066	71.89%
General Insurance	\$0	\$3,303	\$3,303	<1%
Advertising	\$4,153	\$0	\$4,153	<1%
Reference Materials	\$0	\$0	\$0	<1%
Dues and Subscriptions	\$3,904	\$1,633	\$5,537	<1%
Miscellaneous	\$4,140	\$600	\$4,740	<1%
Postage	\$400	\$425	\$825	<1%
Professional Services	\$89,982	\$9,000	\$98,982	14.73%
Reproduction	\$3,510	\$1,500	\$5,010	<1%
Supplies	\$660	\$1,928	\$2,588	<1%
Software and Support	\$45,126	\$167	\$45,293	6.74%
Telephone	\$0	\$1,000	\$1,000	<1%
Travel and Training	\$12,500	\$5,000	\$17,500	2.60%
TOTAL	\$447,195	\$224,802	\$671,997	

INDIRECT COST RATE

Methodology: Total Indirect Costs/ Direct Salaries and Fringes

Approved indirect cost rate is 87% - Appendix A contains a detailed Indirect Cost Rate calculation methodology along with the approved Indirect Cost Rate. This calculation was based on the FY 2016 audit report.

Indirect cost rate used for budgeting is 79.48%— Approved indirect cost rate based on FY 2016 audit report does not accurately reflect the staffing and organizational changes effecting the FY 2018 budget. Hence an indirect rate of 79.48%, that reflects the realities of FY 2018, was used to arrive at this balanced budget. It is our understanding that agencies can use a lower indirect cost rate than that approved by the state.

not been allocated for refreshments.

Postage

Direct postal expenses are budgeted for the Information Forum mailings. Indirect expenses include general office postage.

Professional Services

The budget for professional services in the indirect rate includes auditor and services for preparation of the indirect cost allocation plan. Direct expenses include a Regional Technology Study and update to the MCRPC website.

Reproduction

Direct expenses include reproduction of plans, reports and other educational materials. Indirect expenses include toner and printer supplies for general reproduction.

Software and Support

The majority of this expense is direct project based. It includes Adobe and GIS software licenses, software that enables commuter challenge, dashboards and other agency activities, website, travel demand modelling, data acquisition, maintenance, and support, for workstations and the agency network.

Supplies

This item includes general office supplies such as printer paper and computers and direct costs include supplies for the information forum.

Telephone

This is an indirect expense.

Travel and Training

The travel and education line item provides a budget for travel incurred in the conducting of MCRPC business, and for expenses to attend appropriate conferences, workshops and seminars intended to increase proficiency and understanding to aid in fulfilling the mission of the agency. The indirect rate includes travel and training for the Executive Director and the Office Manager and the direct expenses include that of staff. This amount includes funding for staff reimbursements for use of personal vehicles and other work related local travel expenses, and training conferences or workshops for staff in accordance to IDOT travel guidelines.

Equipment, Reference Materials

No expenses have been budgeted for these line items in FY 2018.

**Table 2.3
FY 2017 Program Funding Sources - As Amended
McLean County Regional Planning Commission**

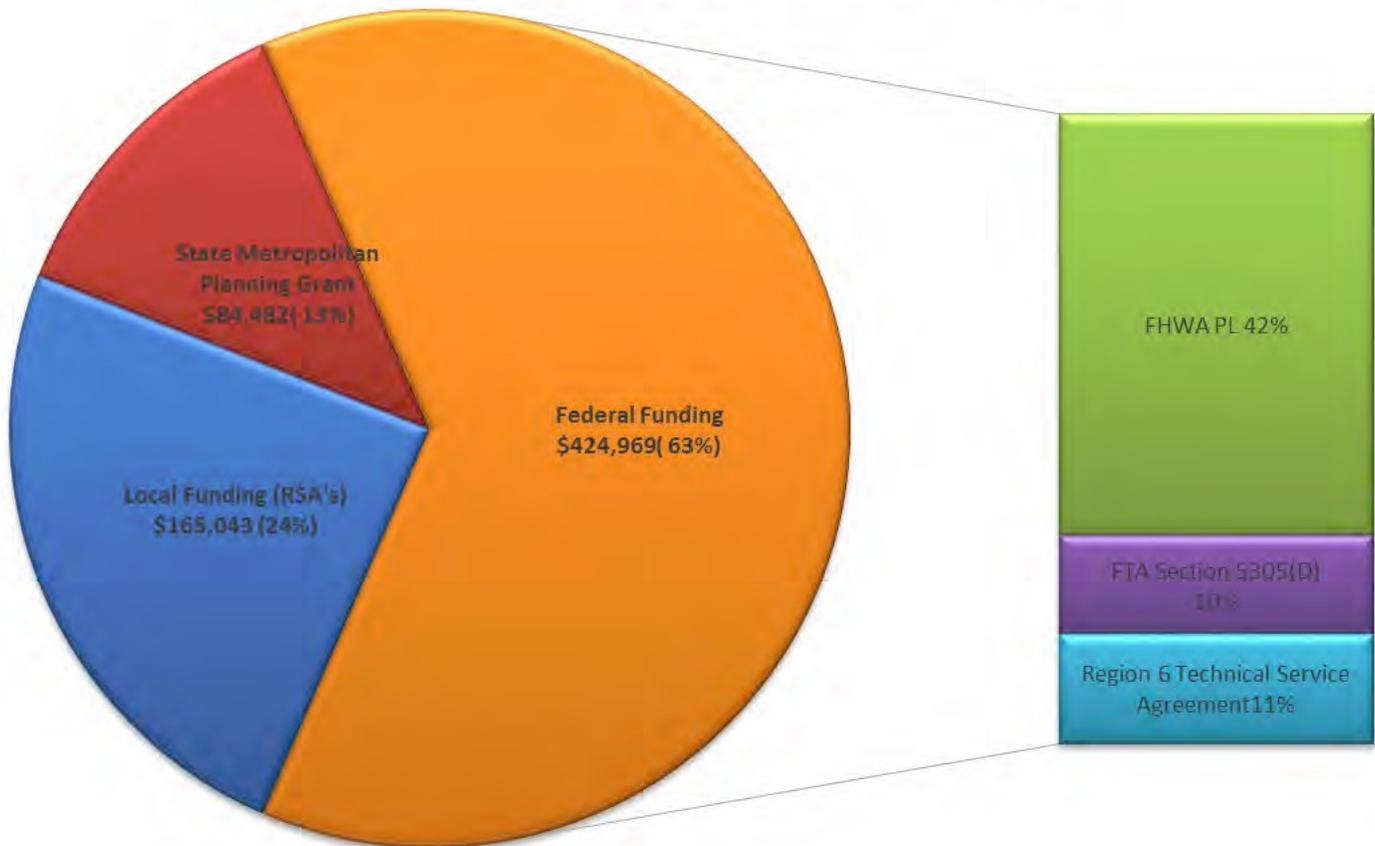
UWP COD E	Program and Project	Budgeted Amount	Federal Transportation Funds		Match for PL/Sec. 5305(d)	Technical Service/ Other
			FHWA PL	FTA Section 5305(d)		
2	Local planning	\$74,687				\$74,687
3	Comprehensive Planning	\$221,686	\$88,981	\$20,782	\$27,441	\$84,482
4	Transportation Planning	\$210,693	\$136,640	\$31,913	\$42,139	
6	Education & outreach	\$91,387	\$59,267	\$13,842	\$18,277	
5	HSTP	\$73,544				\$73,544
	TOTAL	\$671,997	\$284,888	\$66,537	\$87,857	\$232,713

FUNDING

Funding for this year's work program is to come from the sources indicated in Table 2.3 and Chart 2.1. Federal transportation funds will continue to account for a significant part of MCRPC budget with Federal Highway Administration (FHWA-PL) funds totaling \$284,888 and Federal Transit Administration (FTA) funds estimated at \$66,537. The Region 6 HSTP funding is budgeted at \$73,544 for FY2018. Regional service agreements with Bloomington, Normal, and McLean County provide the local match requirement for the PL and Section 5305(d) transportation funds. Regional service agreement funds are also used to complete local planning, projects and activities. The total amount provided by regional service agreements is \$162,543, divided equally among Bloomington, Normal, and McLean County (\$54,181 each). State Metropolitan Planning

Funds of \$84,482 will be used to fund a Regional Technology Study. Interest and miscellaneous income has been budgeted at \$2,500.

Chart 2.1- FY 2018 Program Funding Sources



SECTION 3: CONTRACT COSTS

This section presents the scope of services of transportation planning activities to be included in the contract between MCRPC and the Illinois Department of Transportation (IDOT) for the Bloomington-Normal metro area. It identifies line item costs and total agency costs as well as the methodology used to allocate costs. It also summarizes the projected funding levels for transportation related planning activities. This section concludes with a presentation of itemized cost reports for PL and Section 5305(d) funding.

SCOPE OF SERVICES

MCRPC will provide the work described in this Unified Work Program (UWP) as approved. Those activities in which the Department will participate with federal metropolitan planning funds and FTA Section 5305(d) funds are shown in Exhibit D.

These activities will result in the following major end products by work element.

Work Element 1— General Administration

FY 2019 ICAP and UWP; FY 2017 audit report; Quarterly and annual performance reports; Monthly financial reports; and other correspondence

Work Element 3— Comprehensive Planning

Town of Normal Comprehensive Plan; Implementation Toolkit (partial); Regional Technology Plan (subject to availability of the State Metro Planning Grants);

Work Element 4— Transportation Planning

BN Mobile, 2045 long-range transportation plan for Bloomington-Normal urbanized area; Regional Freight Study; FY 2019- FY2023 TIP; Elements of the Regional Energy Plan; Title VI Plan; Public Participation Plan; Regional Transportation Dashboard; Travel Demand Model;

Work Element 5— Education and Outreach

A new MCRPC website; two Visions newsletters; 2018 Information Forum; (PARK)ing Day;

**EXHIBIT D
FY 2018 TRANSPORTATION RELATED WORK ELEMENTS AND TASKS**

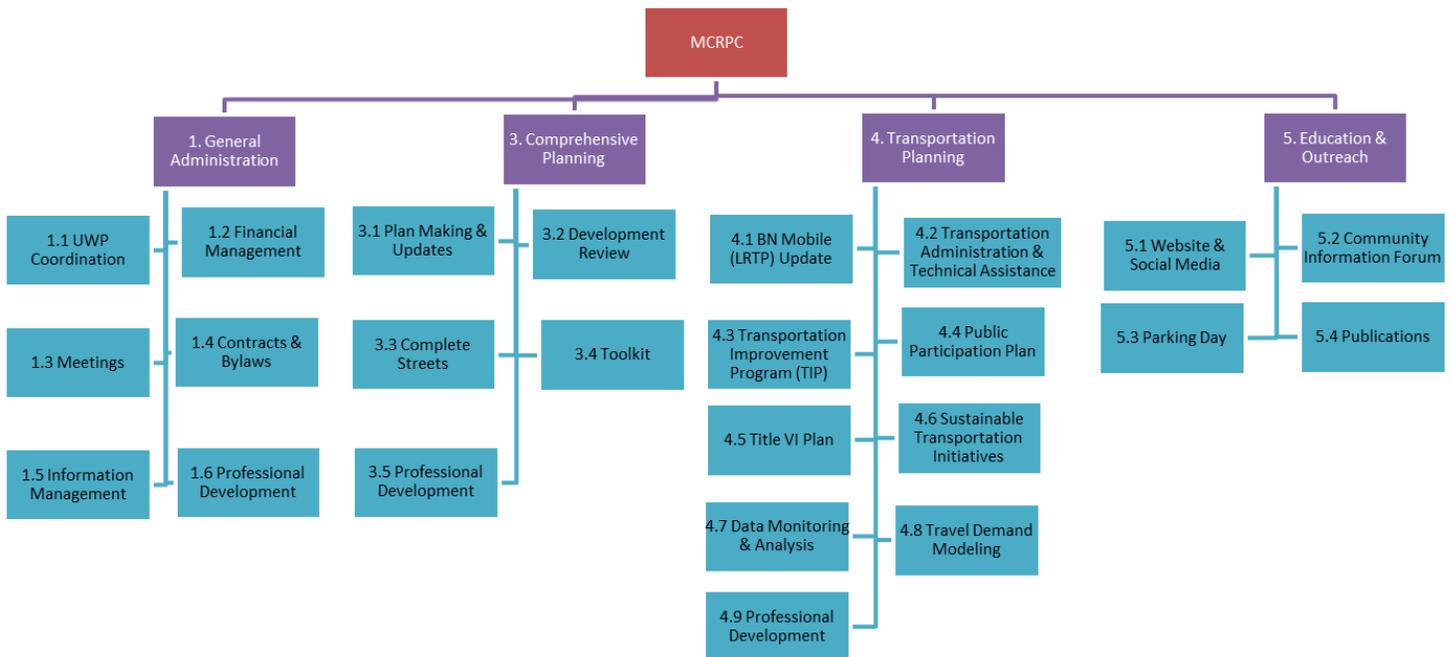
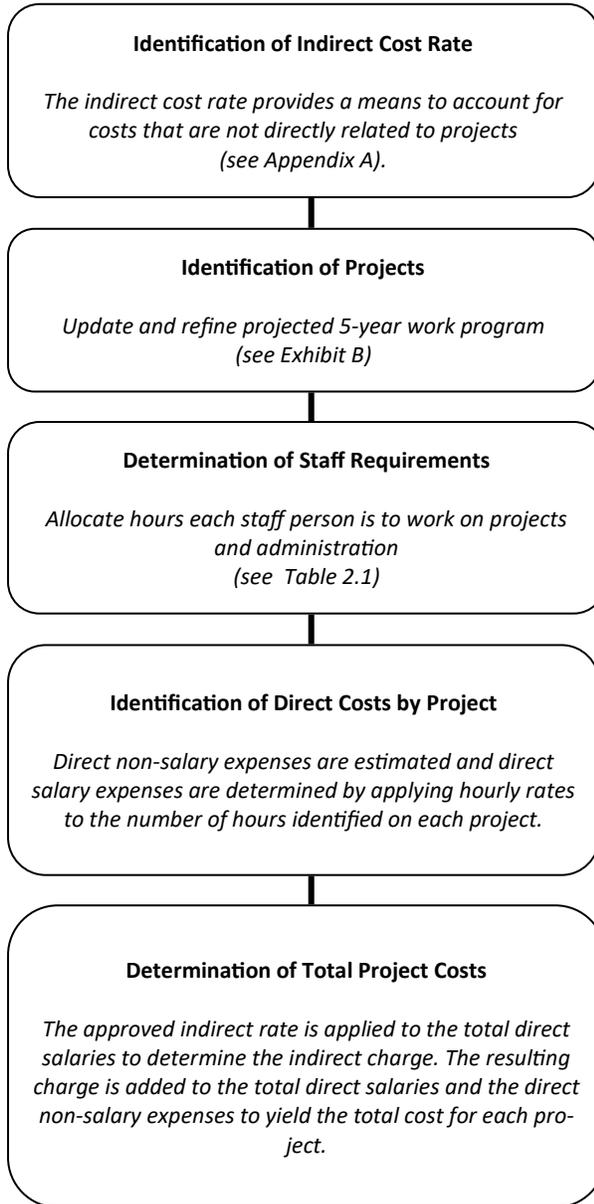


Exhibit E



PROJECTED FUNDING

Determining projected funding levels is an important part of the programming and budgeting process. The Sections 2 and 4 of this report address this subject in detail. Table 3.1 summarizes the projected funding for PL and Section 5305 (d) work activities programmed for FY 2018.

PROJECT COST ALLOCATION METHODOLOGY AND ITEMIZED COST REPORTS

The cost allocation methodology was developed in accordance with federal planning guidelines for the purpose of allocating funding for MCRPC program areas and transportation program areas in particular. It is presented in order to document the procedures employed in developing this work program. It outlines the procedure used to allocate direct and indirect costs, including the identification of projects, staff requirements, the indirect cost rate and the application of the rate to determine project costs. The methodology is illustrated in Exhibit E. The allocation of line item budget costs for FHWA PL and FTA Section 5305(d) funds are presented in Table 3.2. Table 3.3 identifies the total costs for each work element, along with the amount (80%) to be reimbursed by IDOT and the portion of that total to be provided by PL and Section 5305(d) funds. This report provides a guide for monthly project billings and provides a means to gauge the relative progress towards completing each program area.

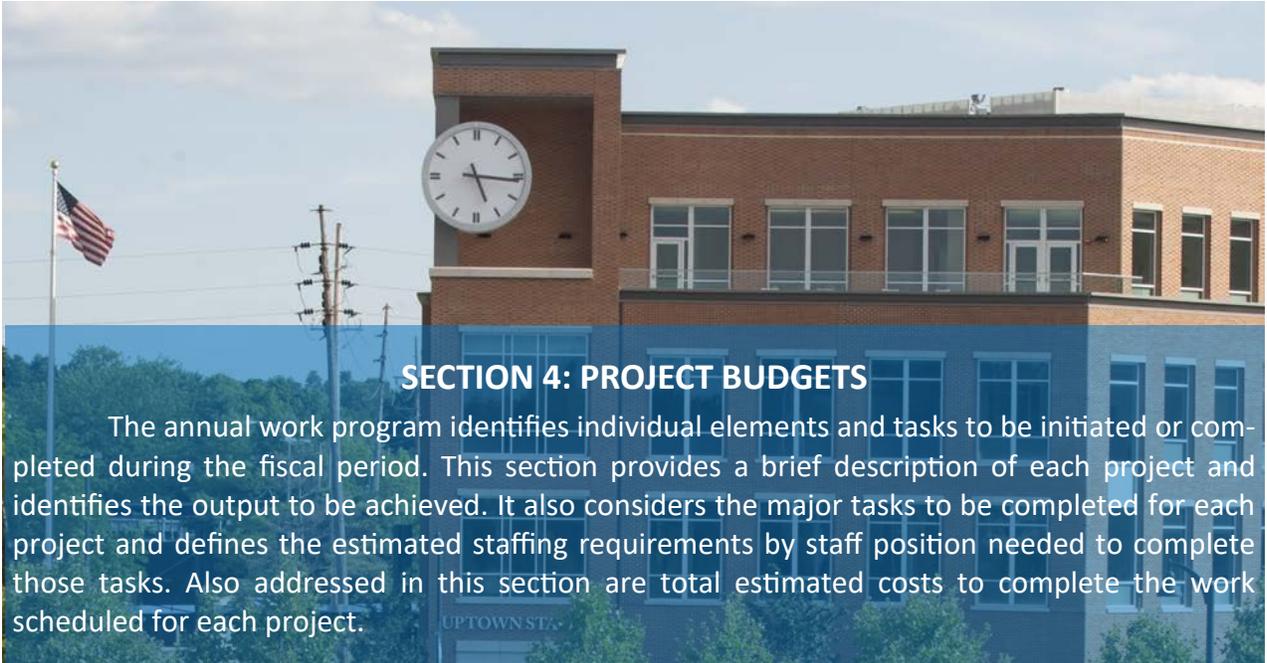
Table 3.1

PROJECTED FUNDING FOR TRANSPORTATION PLANNING ELEMENTS 3, 4 AND 5

Federal Metropolitan Planning (PL) Funds	\$284,888	80%
Planning Agency	\$71,222	20%
TOTAL FUNDS	<u>\$356,110</u>	<u>100%</u>
FTA Section 5305(d) Funds	\$66,537	80%
Planning Agency	\$16,634	20%
TOTAL FUNDS	<u>\$83,171</u>	<u>100%</u>

Table 3.2			
FY2018 Budget by Cost Item			
Cost Item	Federal Funding	Local Match	Total Amount
	PL/FTA		
	80%	20%	100%
Direct Cost			
Personnel Cost			
Senior Planner (JS)	56,916	14,229	71,145
Asso. Planner-Comp	30,480	7,620	38,100
Asso. Planner-Trans	44,968	11,242	56,210
Assistant Planner (JS)	29,866	7,467	37,333
Temporary/Part-Time	6,825	1,706	8,531
Total for Personnel Services	\$ 169,055	\$ 42,264	\$ 211,319
Advertising	1,600	400	2,000
Dues and Subscriptions	2,624	656	3,280
Miscellaneous	2,512	628	3,140
Postage	320	80	400
Professional Services	2,000	500	2,500
Reproduction	1,928	482	2,410
Supplies	512	128	640
Software and Support	27,300	6,825	34,126
Travel and Training	9,200	2,300	11,500
Total Direct Expenses	\$ 47,996	\$ 11,999	\$ 59,996
Indirect Cost	\$ 134,375	\$ 33,594	\$ 167,969
Total Cost	\$ 351,427	\$ 87,857	Table 3.2

Table 3.3					
ITEMIZED COST REPORT FOR FHWA PL AND SECTION 5305(d) FUNDS					
	<u>Program Category</u>	Total Program Category Charges	Amount To Be Reimbursed	PL Contract Limiting Amount	Section 5305(d) Contract Limiting Amount
3	Comprehensive Planning	221,686	109,763	88,981	20,782
4	Transportation Planning	210,693	168,553	136,640	31,913
5	Education & outreach	91,387	73,109	59,267	13,842
	TOTAL	\$523,766	\$351,425	\$284,888	\$66,537



SECTION 4: PROJECT BUDGETS

The annual work program identifies individual elements and tasks to be initiated or completed during the fiscal period. This section provides a brief description of each project and identifies the output to be achieved. It also considers the major tasks to be completed for each project and defines the estimated staffing requirements by staff position needed to complete those tasks. Also addressed in this section are total estimated costs to complete the work scheduled for each project.



This photo features Uptown, Normal— a national model for smart growth and sustainability.

Work Element 1- General Administration

This work element encompasses the general administration and support of the 3C transportation process to ensure that state and local partners maintain eligibility for the use of federal transportation funds to improve area surface transportation systems.

Accomplishments during FY 2017

- Migration of McLean County Geographic Information Systems (McGIS) from MCRPC to McLean County to reduce costs to its member agencies and increase program efficiencies.
- Partnering with McLean County on information technologies (IT) and telephone support to cut costs and improve efficiencies for MCRPC.
- Hired three new staff to replace vacated positions.
- Completion of FY 2016 audit with no significant findings.
- Submission of Indirect Cost Allocation Plan (ICAP) in compliance with new Grant Accountability and Transparency Act (GATA) for FY 2017; Preparation and presentation of ICAP for FY 2018.
- Creation of FY 2018 UWP

Planned activities during FY 2018

Task 1.1 - UWP Coordination: Meeting with local jurisdictions and other interested parties regarding transportation and land use planning issues; provide an interface between transportation planning process and the general community;

Task 1.2 -Financial Management: Timely creation and approval of FY 2019 ICAP and UWP; Completion of FY 2017 audit; Providing monthly financial reports to the Commission and appropriate state and federal agencies; Migration to a new accounting system to potentially eliminate redundancies in existing workflow;

Task 1.3 - Meetings: conducting regular Commission and staff meetings; conducting Executive Committee meetings, as needed; creation of agendas, maintaining minutes and providing other support as needed; timely payment of bills and submission of technical and financial reports and invoices to appropriate bodies;

Task 1.4 - Contracts, and Bylaws: Updating inter-governmental agreements and MCRPC bylaws per FHWA audit recommendations during FY 2017.

Task 1.5 - Information Management: Digitization of records, reorganization of electronic files on shared drives and establishing guidelines for better data management.

Task 1.6 - Professional Development: This task allows the Executive Director and the Office Manager to attend seminars, workshops, and conferences designed to enhance their technical skills and promote coordination between the MPO and other partner agencies and determine new directions in policy and program content.

Work products

FY 2019 ICAP and UWP; FY 2017 audit report; quarterly and annual performance reports; monthly financial reports; and other correspondence



GENERAL ADMINISTRATION BUDGET

Non-Salary Expenses:			
General Insurance		\$3,303	
Advertising		\$0	
Reference Materials		\$0	
Dues and Subscriptions		\$1,633	
Miscellaneous		\$600	
Postage		\$425	
Professional Services		\$9,000	
Reproduction		\$1,500	
Supplies		\$1,928	
Software and Support		\$167	
Telephone		\$1,000	
Travel and Training		\$5,000	
Equipment		\$0	
TOTAL			\$24,556
Salaries:			
<u>Staff Position</u>	<u>Time (Hours)</u>	<u>Dollar Total</u>	
Executive Director	1,950	\$143,871	
Senior Planner (JS)	0	\$0	
Asso. Planner-Comp (EL)	0	\$0	
Asso. Planner-Trans (DH)	0	\$0	
Assistant Planner (JS)	0	\$0	
Office Manager	1,950	\$56,375	
Temporary/Part-Time	0	\$0	
TOTAL	3,900		\$200,246
Indirect Costs (NA)			\$0
Adjusted Salaries			\$200,246
TOTAL PROJECT COSTS			\$224,802
FUNDING SOURCES			
An indirect cost rate @ 79.48% is applied to direct salary costs identified for each project to recover costs for general administration.			
TOTAL FUNDING			\$224,802

Work Element 2- Local Planning

This work element encompasses planning and technical assistance on local projects that directly support individual municipalities.

Accomplishments during FY 2017

- Completed the Dimmitt's Grove Neighborhood Plan.
- Restructured the Greenways Advisory Committee and established priority action areas to help bring additional focus to this long-standing committee. These priorities include the creation of a Sugar Creek watershed plan, identifying strategic extensions of the bike trails in McLean County, increasing education and outreach efforts to the rural communities on greenways and their benefits.
- MCRPC staff supported the efforts of the Autism Friendly Community in the preparation of a white paper outlining the needs in areas including housing, transportation, health, economic development and more for persons on the autism spectrum. Supported the preparation of McLean County's first joint Community Health Impact Assessment and Health Improvement Plan.
- Staff participated actively in the BN Advantage efforts.

Planned activities during FY 2018

Task 2.1 – Greenways: Continued coordination of the Greenways Advisory Council meetings and greenways conference; provide assistance in advancing the established priorities.

Task 2.2 – Neighborhood Planning: enable the residents to develop plans for their respective neighborhoods.

Facilitate such a process by

- a) Creating neighborhood planning template, based on the Dimmitt's Grove plan;
- b) Increasing access to micro-level data and information;
- c) Provide assistance to neighborhoods seeking to organize themselves formally;
- d) Organize a Neighborhood Network Forum that enables various groups in Bloomington, Normal and the surrounding area to exchange ideas, best practices, and other resources to help create vibrant neighborhoods and communities.
- e) Support implementation of existing neighborhood level plans, as staff time permits;

Task 2.3 – Historic Preservation: Assist the municipalities and other stakeholders with historic preservation efforts. Tasks could include creation and maintenance of a regional database of historical and cultural assets in Bloomington-Normal, McLean County.

Task 2.3 – other: Local planning or technical assistance needs that might arise from the municipalities, not-for-profit agencies or other stakeholder groups.

Work products

Neighborhood Planning Template; Neighborhood Network Forum; Regional historical and cultural assets database (possible)

LOCAL PLANNING BUDGET

Direct Non-Salary Expenses:			
Advertising		\$0	
Reference Materials		\$0	
Dues and Subscriptions		\$624	
Miscellaneous		\$1,000	
Postage		\$0	
Professional Services		\$0	
Reproduction		\$1,100	
Supplies		\$0	
Software and Support		\$4,500	
Travel and Training		\$0	
TOTAL			\$7,224
Direct Salaries:			
<u>Staff Position</u>	<u>Time (Hours)</u>	<u>Dollar Total</u>	
Executive Director	0	\$0	
Senior Planner (JS)	100	\$4,743	
Asso. Planner-Comp (EL)	680	\$20,400	
Asso. Planner-Trans (DH)	0	\$0	
Assistant Planner (JS)	400	\$12,444	
Office Manager	0	\$0	
Temporary/Part-Time	0	\$0	
TOTAL	1180		\$37,587
Indirect Costs			\$29,876
Adjusted Salaries (Direct Salaries plus Indirect)			\$67,463
TOTAL PROJECT COSTS			\$74,687
FUNDING SOURCES			
Regional Service Agreement			\$74,687
TOTAL FUNDING			\$74,687

Work Element 3- Comprehensive Planning

This component seeks to improve coordination between land use and transportation planning in a manner that supports the economic vitality of the metropolitan area. It strives to promote smart growth, protect and enhance the environment, promote energy conservation and improve the quality of life and place in Bloomington-Normal urbanized area.

Accomplishments during FY 2017

- Bring It On Bloomington, City of Bloomington's comprehensive planning effort led by MCRPC, received the Daniel Burnham Award for the outstanding comprehensive plan from the Illinois chapter of the American Planning Association. It was one of the eight plans nationally to get recognized at a silver level as part of the comprehensive plan standards for sustaining places from the national American Planning Association (APA).
- Provided assistance to City staff, health coalitions, not-for-profit organizations, educational institutions and other entities working towards implementing the Bring It On Bloomington plan.
- Completed the first two phases of Town of Normal's comprehensive plan, existing conditions analysis, and community visioning.
- Seamlessly integrated the Town's long-standing visioning process into the comprehensive planning process.
- Partnered with the City, the Town, and Bloomington Housing Authority to develop a regional housing study for Bloomington-Normal urbanized area. Expected completion date May 2017.

Planned activities during FY 2018

Task 3.1- Plan making and updates: Publish Town of Normal Comprehensive Plan for public comment no later than August 2017; Make any needed text or map amendments to the comprehensive plans authored or led by MCRPC; Hire a consultant to create a Regional Technology Plan.

Task 3.2 - Development review: Coordinate the long-standing intergovernmental meetings to monitor the development activity for consistency with the regional plans; Work with McLean County GIS system for integration of development monitoring process with GIS; Work with the Town, the City, and the Bloomington Housing Authority on the implementation of the housing plan. Tracking progress on the plans authored or led by MCRPC;

Task 3.3 – Complete Streets: Provide support to the Town of Normal and City of Bloomington's efforts on implementation of complete streets policies. Coordinate with the local arts community in creative placemaking, particularly those that enhance the experience of pedestrians and bicyclists.

Task 3.4 – Toolkit: Develop an implementation toolkit, ideally online, of ideas, funding mechanisms, case studies and other resources that help elected officials, municipal staff, not-for-profit organizations and other agencies help move the recommendations of the comprehensive plans forward.

Task 3.4 - Professional development: This task allows staff to attend seminars, workshops, and conferences designed to enhance their technical skills and promote coordination between the MPO and other partner agencies.

Work products

Town of Normal Comprehensive Plan; Regional Housing Study; Implementation Toolkit (partial); Regional Technology Plan (subject to availability of the State Metro Planning Grants);

COMPREHENSIVE PLANNING BUDGET

Direct Non-Salary Expenses:			
Advertising		\$0	
Reference Materials		\$0	
Dues and Subscriptions		\$1,200	
Miscellaneous		\$0	
Postage		\$0	
Professional Services		\$84,482	
Reproduction		\$1,710	
Supplies		\$215	
Software and Support		\$3,390	
Travel and Training		\$2,500	
TOTAL			\$93,497
Direct Salaries:			
<u>Staff Position</u>	<u>Time (Hours)</u>	<u>Dollar Total</u>	
Executive Director	0	\$0	
Senior Planner (JS)	180	\$8,537	
Asso. Planner-Comp (EL)	1,070	\$32,100	
Asso. Planner-Trans (DH)	600	\$19,272	
Assistant Planner (JS)	370	\$11,511	
Office Manager	0	\$0	
Temporary/Part-Time	0	\$0	
TOTAL	2220		\$71,420
Indirect Costs			\$56,769
Adjusted Salaries (Direct Salaries plus Indirect)			\$128,189
TOTAL PROJECT COSTS			\$221,686
FUNDING SOURCES			
IDOT- PL			\$88,981
IDOT- Section 5305(d)			\$20,782
Regional Service Agreement			\$27,441
State Metropolitan Planning Grants			\$84,482
TOTAL FUNDING			\$221,686

Work Element 4 - Transportation Planning

This work element encompasses long-range transportation planning activities including creation of the Long Range Transportation Plan (LRTP) and the activities that directly support the implementation of the projects outlined in the LRTP.

Accomplishments during FY 2017

- Successfully implemented the 2nd annual Good To Go Commuter Challenge. This challenge aims to improve resident health, increase the use of sustainable modes of transportation to improve air quality. More information at goodtogomclean.org
- BN Mobile (LRTP) update
- Completed population projections.
- MCRPC staff conducted an extensive BN Mobile (LRTP) outreach. Used variety of media to ensure to capture the voices of people from diverse backgrounds.
- Gathered data and conducted spatial analysis to support the planning process.
- Issued an RFQ and hiring a consultant to carry out regional freight planning.

Planned activities during FY 2018

Task 4.1 – BN Mobile (LRTP) update: Expected completion of the BN Mobile update September 2017. (Note: This task is a continuation of the LRTP update currently underway.) Manage the consultants conducting the Regional Freight Study; Work collaboratively with Ecology Action Center to create a Regional Energy Plan

Task 4.2 – Transportation administration and technical assistance: Providing technical assistance on transportation projects such as East Side Highway and complete streets and day to day operations of supporting regional transportation system including the review of local transportation projects and plans, issuing RFQ's and managing consultants for special transportation studies such as the Regional Freight Study.

Task 4.3 – Transportation Improvement Program (TIP): Preparation and development of TIP for the implementation of area transportation projects over the ensuing five years. Tasks could include publicizing and holding hearings and meetings on the TIP projects and potential amendments to the TIP.

Task 4.4 – Public Participation Plan: Create a standalone public participation plan that ensures open, timely, appropriate and continuous involvement of all stakeholders using both traditional and non-traditional methods.

Task 4.5 – Title VI Plan: Create and update a standalone Title VI plan that ensures non-discriminatory practices in transportation planning and programming as defined in Title VI of the Civil Rights Act of 1964. This plan will identify ways MCRPC will strive to engage all people irrespective of their race, color, national origin, religion, sex, disability, age and limited english language proficiency.

Task 4.6 – Sustainable transportation initiatives: Creation and implementation of programs such as Good To Go Commuter Challenge increase education and outreach on sustainable modes of transportation such as walking, biking, transit, and ridesharing; Support municipalities and other stakeholders in their efforts to enhance sustainable transportation options in the community.

Task 4.7 – Data monitoring and analysis: Develop and maintain, on an appropriate update cycle, the data and geographical information systems (GIS) essential to multi-modal transportation planning activities. This task also includes the creation of a transportation dashboard that tracks current conditions and historical data on multiple modes of transportation, along with social and demographic indicators, to determine the impact of changing development and travel patterns on the performance of regional transportation systems. This task is critical to transition into performance or outcome based planning and programming.

Task 4.8 - Travel Demand Modelling: This task will involve updating and maintaining a regional travel demand

model capable of estimating multi-modal trips and travel patterns.

Task 4.9 - Professional development: This allows staff to attend seminars, workshops, and conferences designed to enhance their technical skills and promote coordination between the MPO and other partner agencies.

Work products

BN Mobile, 2045 long-range transportation plan for Bloomington-Normal urbanized area; Regional Freight Study; FY 2018- FY2023 TIP; Elements of the Regional Energy Plan; Public Participation Plan; Title VI Plan; Regional Transportation Dashboard; Travel Demand Model; Title VI Plan

TRANSPORTATION PLANNING BUDGET			
Direct Non-Salary Expenses:			
Advertising		\$2,000	
Reference Materials		\$0	
Dues and Subscriptions		\$1,000	
Miscellaneous		\$0	
Postage		\$0	
Professional Services		\$0	
Reproduction		\$0	
Supplies		\$0	
Software and Support		\$20,736	
Travel and Training		\$3,000	
TOTAL			\$26,736
Direct Salaries:			
<u>Staff Position</u>	<u>Time (Hours)</u>	<u>Dollar Total</u>	
Executive Director	0	\$0	
Senior Planner (JS)	1,190	\$56,442	
Asso. Planner-Comp (EL)	0	\$0	
Asso. Planner-Trans (DH)	800	\$25,696	
Assistant Planner (JS)	380	\$11,822	
Office Manager	0	\$0	
TOTAL	3345		\$102,491
Indirect Costs			\$81,466
Adjusted Salaries (Direct Salaries plus Indirect)			\$183,957
TOTAL PROJECT COSTS			\$210,693
FUNDING SOURCES			
IDOT- PL			\$136,640
IDOT- Section 5305(d)			\$31,913
Regional Service Agreement			\$42,139
TOTAL FUNDING			\$210,692

Work Element 5 – Education and Outreach

This work element involves educating the community on the importance of their engagement in planning for the future of their community. It involves gathering meaningful input on transportation and comprehensive plans from residents (including corporate, institutional and not-for-profit citizens) of all walks of the community utilizing both traditional and non-traditional methods.

Accomplishments during FY 2017

- Increased awareness of MCRPC, its role, purpose, and programs in the community.
- Increased the number of community partnerships with over 150 agencies, organizations and not-for-profit entities.
- PlanIt Normal planning process: Reached over 1,700 members of the community and conducted over 40 stakeholder and small group interviews including non-profit organizations, utilities, developers, builders, realtors and different demographic groups to develop a comprehensive understanding of the community need of residents of various walks of life during the outreach process.
- MCRPC's 11th annual community information forum on Innovation Districts featuring the keynote speaker Bruce Katz from Brookings Institute was very successful. With over 200 community leaders in attendance, it was the highest attended Information Forum. It later sparked many conversations, including those about smart growth, technology, and entrepreneurship.

Planned activities during FY 2018

Task 5.1 – Website and social media: The current MCRPC website is not easily accessible or mobile friendly. This task allows MCRPC staff to completely revamp the existing website to enhance the user access and experience, both on the desktop and mobile versions; a social media outreach plan and implementation to provide

Task 5.2 – Community Information Forum: Host the 13th annual community information forum. As has been the practice, the specifics about the topic and the speaker will be determined at a later date in consultation with local stakeholders.

Task 5.3 – Parking Day: PARK(ing) Day is an annual worldwide event where parking spots/ parking lots are transformed into temporary public parks for a day. It is typically held on 3rd Friday in September. The purpose of this event is about reimagining the possibilities of urban landscape. MCRPC staff would like to partner local stakeholders to host the first annual PARK (ing) Day in McLean County. We hope to highlight the importance of smart growth, use of single occupancy vehicles, needs for multi-use public places, placemaking and other issues as identified in the two local comprehensive plans and the BN Mobile plan. Visit <http://parkingday.org/> for more information on the PARKing day event.

TASK 5.4 Publications: Reinstigate the Visions newsletter highlighting innovative planning practices and implementation of the adopted land use and transportation plans.

Work products

A new MCRPC website; Two Visions newsletters; 2018 Information Forum; (PARK)ing Day

EDUCATION AND OUTREACH BUDGET

Direct Non-Salary Expenses:			
Advertising		\$0	
Reference Materials		\$0	
Dues and Subscriptions		\$1,080	
Miscellaneous		\$3,140	
Postage		\$400	
Professional Services		\$2,500	
Reproduction		\$700	
Supplies		\$425	
Software and Support		\$10,000	
Travel and Training		\$6,000	
TOTAL			\$24,245
Direct Salaries:			
<u>Staff Position</u>	<u>Time (Hours)</u>	<u>Dollar Total</u>	
Executive Director	0	\$0	
Senior Planner (JS)	130	\$6,166	
Asso. Planner-Comp (EL)	200	\$6,000	
Asso. Planner-Trans (DH)	350	\$11,242	
Assistant Planner (JS)	450	\$14,000	
Office Manager	0	\$0	
TOTAL	1130		\$37,408
Indirect Costs			\$29,734
Adjusted Salaries (Direct Salaries plus Indirect)			\$67,142
TOTAL PROJECT COSTS			\$91,387
FUNDING SOURCES			
IDOT- PL			\$57,646
IDOT- Section 5305(d)			\$13,464
Regional Service Agreement			\$17,777
Information Forum Registrations			\$2,500
TOTAL FUNDING			\$91,387

Work Element 6 – Human Service Transportation Plan (HSTP)

HSTP is designed to meet the needs of the transportation disadvantaged population, including persons with disabilities, individuals with lower incomes, older adults and racial and ethnic minorities. MCRPC administers the Illinois Department of Transportation Human Services Transportation Plan process for Region 6, a five-county area in east central Illinois which includes Ford, Iroquois, Kankakee, Livingston, and McLean Counties. MCRPC staff serve as regional coordinators, facilitating program and resource coordination among governments, transportation providers, and social service agencies throughout the region.

Accomplishments during FY 2017

- Completed update of the regional HST plan
- Confirmed reorganization of technical and policy committees into joint committee
- Assisted in submission of successful vehicle purchase grant requests by SHOW BUS of Chenoa, McLean County and Futures Unlimited of Pontiac, Livingston County

Planned activities during FY 2018

Task 6.1 – HSTP administration and technical assistance: This includes day to day operations of supporting regional human service transportation system including coordinating the quarterly meetings, consultation with state and local agencies regarding improvements for non-emergency medical transport services and coordination with Veterans’ Administration staff to streamline veterans’ access to transportation to medical service providers.

Task 6.2 –HST Plan Updates and monitoring progress: Amend text and maps to integrate the urban HST plans and activities within McLean and Kankakee counties with the Region 6 Plan. Work towards its implementation and monitor its progress.

Task 6.3 – Mobility Management: Work with the service providers, social service organizations, veterans’ administration, hospitals and other medical providers to facilitate transit connections. Create an HSTP dashboard of data, maps, service provider information and other resources. Create a web page on MCRPC’s new website including the regional HSTP dashboard of data and information to enable easy access to participating agencies and the general public within Region 6 and beyond.

Work products

Consolidated Rural/Urban HST Plan; HSTP page on the new MCRPC website; HSTP Dashboard;



This photo features YWCA’s medivan, a program providing non-emergency medical transportation for individuals who need it the most.

HSTP BUDGET

Direct Non-Salary Expenses:			
Advertising		\$2,153	
Reference Materials		\$0	
Dues and Subscriptions		\$0	
Miscellaneous		\$0	
Postage		\$0	
Professional Services		\$3,000	
Reproduction		\$0	
Supplies		\$20	
Software and Support		\$6,500	
Travel and Training		\$1,000	
TOTAL			\$12,673
Direct Salaries:	Time	Dollar	
Staff Position	(Hours)	Total	
Executive Director	0	\$0	
Senior Planner (JS)	350	\$16,601	
Asso. Planner-Comp (EL)	0	\$0	
Asso. Planner-Trans (DH)	200	\$6,424	
Assistant Planner (JS)	350	\$10,889	
Office Manager	0	\$0	
Temporary/Part-Time	0	\$0	
TOTAL	900		\$33,914
Indirect Costs			\$26,957
Adjusted Salaries (Direct Salaries plus Indirect)			\$60,871
TOTAL PROJECT COSTS			\$73,544
FUNDING SOURCES			
Illinois Department of Transportation (Service Agreement)			\$73,544
TOTAL FUNDING			\$73,544

This photo features Bloomington Criterium, an annual bicycling race in Downtown Bloomington



Appendix A: FY2018 Indirect Cost Allocation Plan (ICAP)

The indirect cost allocation plan (ICAP) presents the approved indirect cost rate and supporting financial information.



An Indirect Rate Proposal

Prepared for:

**McLean County
Regional Planning Commission**

Based on Actual Expenditures for
Fiscal Year Ending June 30, 2016

**MCLEAN COUNTY REGIONAL PLANNING COMMISSION
INDIRECT RATE PROPOSAL – BASED ON COSTS FOR YEAR ENDING 6/30/2016
INDEX**

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Available upon request:

1. Audited Financial Statement
2. Personnel Costs Worksheets
3. Copies of Federal Award Grant Agreements

**TITLE 2 OF THE CFR, PART 200
CERTIFICATE OF INDIRECT COSTS**

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

1. All costs included in this proposal dated _____ to establish billing or final indirect costs rates for the fiscal year ended _____ are allowable in accordance with the requirements of the Federal award(s) to which they apply and 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Unallowable costs have been adjusted for in allocating costs as indicated in the indirect cost proposal.

2. All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Governmental Unit

D. Vasudhe

Signature

Name of Official

Title

Date of Execution

NOTE: THE ABOVE CERTIFICATION IS A REQUIREMENT OF 2 CFR 200. WE WILL NOT BE ABLE TO PROCESS YOUR INDIRECT COST PROPOSAL WITHOUT THIS CERTIFICATION.

E-mail certificate along with your indirect cost proposal to your assigned Regional office of Cost Allocation Services.

McLean County Regional Planning Commission
FY2018 Indirect Rate Proposal

Description of the Department

The Unified Work Program (UWP) identifies the work activities and budget for the McLean County Regional Planning Commission (MCRPC) for each Fiscal Year. The UWP serves as a guide for the efficient use of local, state and federal funds to carry out comprehensive planning, transportation planning, and related activities in McLean County, Illinois. Pursuant to this, the Unified Work Program identifies proposed work activities to be carried out in the fiscal year and includes a line item budget in support of those activities. The work activities and budget were developed within the broader framework of a projected five-year work program, which reflects both the MCRPC's overall mission and the objectives and requirements of the Fixing America's Surface Transportation Act (FAST).

The MCRPC actively monitors development and encourages and is engaged in the periodic updating of plans to ensure maximum effectiveness and applicability. These philosophies are embedded in the Commission's long range planning strategy and are reflected in the Projected Five-Year Work Program as well as annual Unified Work Programs. Additionally, transportation related activities specifically address the provisions of FAST and embody the planning guidelines set forth in the 23 CFR 450.

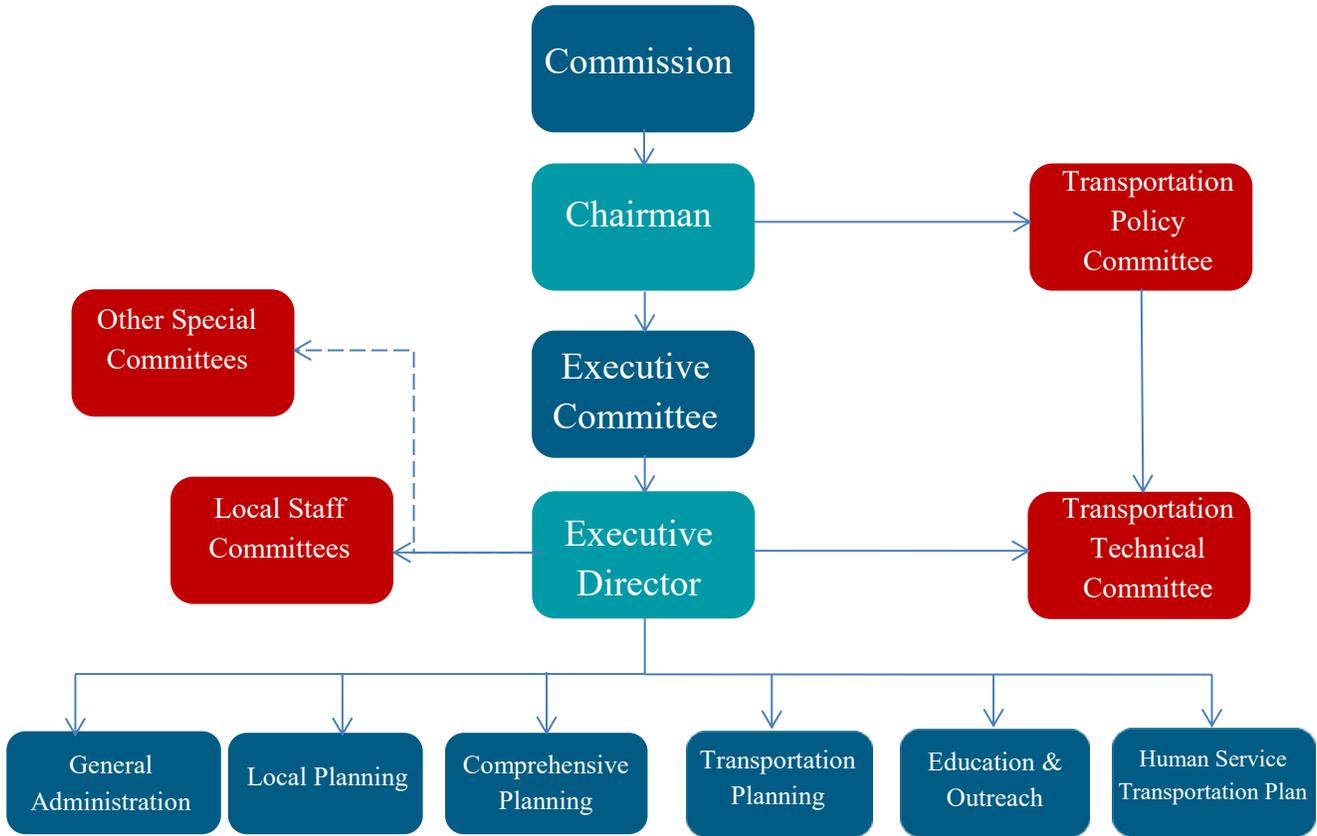
The five-year program will be updated and extended each year as part of the annual process of preparing the Unified Work Program. Thus, the projected five-year work program will continue to be an important component of the Unified Work Program as it serves to illuminate the vision of the work that lies ahead.

PROGRAM AREAS

The five-year work program includes three major categories of work activity, and identifies programs and projects within each category.

- **Administration** activities are shown as continuous work elements needed to support the planning programs.
- The **General Planning** category is comprised of a program that reflects the MCRPC's intent to provide training, technical assistance, development monitoring, spatial analysis and comprehensive planning throughout McLean County.
- The **Transportation** category includes continuous refinement and updating of the long range transportation plan and promoting sustainable modes of transportation. It also provides for the completion of special transportation

Exhibit C
Organizational Chart
McLean County Regional Planning Commission



McLean County Regional Planning Commission
FY2018 Indirect Rate Proposal

Description of the Department

projects and programs, and the annual updating of the Transportation Improvement Program (TIP), as well as the review and monitoring of performance metrics as outlined in the adopted plans and for use in future planning.

The work program provides for six staff members. In addition to the Executive Director and the Office Manager, the budgeted staff positions include Senior Transportation Planner, Associate Planner - Transportation/Comprehensive Planning, Associate Planner - Comprehensive Planning, and Assistant Planner.

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MCLEAN COUNTY REGIONAL PLANNING COMMIMION (MCRPC)
Cost Policy Statement

A. Salaries

Actual salary and fringe benefit costs are provided by program through the County Treasurer's Office on a pay period basis. MCRPC contributes to the following fringe benefits for its employees:

- FICA (Social Security), Medicare
- Illinois Municipal Retirement Fund
- Worker's Compensation Insurance
- Health, Life and Dental insurance

Each employee keeps a daily time sheet, which accumulates time over a two-week pay period. At the end of each pay period, the time sheets are submitted to the Office Manager by each employee. The time and cost summary is prepared for each month.

The distinction between direct and indirect is primarily based on activities performed. When activities are specific to one program, they are considered *direct costs* because they do not benefit multiple programs. When the activities are necessary and beneficial to all department-wide programs, then they are *indirect*.

The method for assigning costs related to each of the two categories is as follows:

1. Direct Salary Costs – The majority of MCRPC employees directly record their hours since their work is specifically and directly identifiable to programs.
2. Indirect Salary Costs – Where activities cannot be readily assigned to any particular program, hours are recorded as indirect. These include duties performed by the Executive Director and Office Manager.

B. Other Operating Expenditures

Other operating expenditures (with exceptions discussed below) may be charged as either direct or indirect costs depending on the purpose of the expenditure. In general, if an expenditure is necessary and beneficial to all programs or the time spent in tracking of use would be burdensome (such as for general office supplies) then it is classified as indirect. If an expenditure is specific to a single program, it is classified directly to that program.

C. Capital Items

Capital expenditures are charged directly to programs only in cases where a program authorizes such charges. Capital items that benefit all programs are assigned to the indirect cost pool.

D. Indirect Costs

Only one level of indirect cost are included in the allocation procedures;

MCLEAN COUNTY REGIONAL PLANNING COMMISSION (MCRPC)
Cost Policy Statement

MCRPC Indirect Costs – The indirect costs consisting of MCRPC salaries, fringe benefits and operating expenditures, derived through the methods described above, are accumulated on a monthly basis.

E. Indirect Cost Allocation Methodology

The MCRPC Indirect Costs are summed and divided by the MCRPC direct salaries and fringe benefits to arrive at the MCRPC Indirect Rate based on the final audit of the Fiscal Year 2016 (July 1, 2015 – June 30, 2016).

F. Type of Indirect Rate

The MCRPC will use a Fixed Indirect Cost Rate, which will be agreed to in advance, based on an estimate of future costs, but it is not retroactively adjusted. Instead the difference between estimated and actual costs is carried forward to future years.

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COMPUTATION OF RATE

A single, composite indirect cost rate for the McLean County Regional Planning Commission (MCRPC) is proposed. The rate is to be applied against salaries and fringe benefits. The rate calculation is follows:

Part 1. Computation of Carryforward - Difference Between the FY 2016 Fixed Rate Recoveries and Actual FY 2016 Costs

Line 1	Fixed Indirect Cost Rate (FY 2016, based on FY 2014 actuals)	0.00%
Line 2	Base Expenditures (FY 2014) Direct Salaries and Fringe Benefits	\$0
Line 3	Indirect Cost Expenditures (FY 2014) From MCRPC Department Administration Total	<u>\$0</u> \$0
Line 4	Actual Base Expenditures (FY 2016) Direct Salaries and Fringe Benefits	\$404,034
Line 5	Actual Indirect Cost Expenditures (FY 2016) From MCRPC Department Administration Total	<u>\$236,026</u> \$236,026
Line 6	Net Assumed Indirect Cost Recovery \$269,537 X 0.00% =	\$0
Line 7	Under (Over) Recovery - Net Carryforward (Line 5 less Line 6)	\$236,026
Line 8	Net Carryforward to FY 2018	\$0

Note: Under Recovery Voluntarily Waived

**Part 2. Computation of Fixed Indirect Cost Rate for
Use in FY 2018 Based on Actual FY 2016 Costs**

Line 9	Indirect Cost Expenditures From MCRPC Department Administration Total		<u>236,026</u>	\$236,026	
Line 10	Fixed Indirect Cost Rate - FY 2018				
	\$236,026	/	\$269,537	=	87.57%

Draft

MCLEAN COUNTY REGIONAL PLANNING COMMISSION

FY 2016 DIRECT SALARY & FRINGE BENEFIT BASE

Salaries and Fringe Benefits Paid Per FY 2016 Financial Records:		
Salaries	McLean County Regional Planning Commission	\$451,128
Fringes	McLean County Regional Planning Commission	<u>161,673</u>
Total		\$612,801
Less Administrative Salaries Not Directly Assigned		
	Indirect Salaries	\$162,756
	Indirect Fringe Benefits	<u>\$46,011</u>
Total		\$208,767
Less Planned Staff Reductions		
Salaries	McLean County Regional Planning Commission	\$109,815
Fringes	McLean County Regional Planning Commission	<u>24,682</u>
Total		\$134,497
Direct Wage & Fringe Benefit Base		<u>\$269,537</u>

Draft

McLean County Regional Planning Commission			
Indirect Rate Proposal Based on Actual Costs from CFY 2016			
Distribution of Expenses to Indirect and Direct Cost Pools			
<u>Account / Description</u>	<u>Indirect (1)</u>	<u>Direct</u>	<u>Total</u>
Salaries	162,755	288,373	451,128
Payroll Tax Expense	12,150	22,710	34,860
IMRF	20,437	64,075	84,512
Health Insurance	13,425	28,876	42,301
Advertising	295	5,449	5,744
Reference Materials (Books)	0	197	197
Dues and Subscriptions	1,633	3,663	5,296
General Insurance	3,303	0	3,303
Miscellaneous	3,603	1,093	4,696
Postage	425	838	1,263
Professional Services	9,000	36,487	45,487
Office Rent	0	34,600	34,600
Reproduction (Printing)	3,215	7,544	10,759
Office Supplies	1,928	4,629	6,557
Software and Support	167	31,907	32,074
Telephone	3,148	0	3,148
Travel	542	14,507	15,049
Depreciation Expense	0	11,074	11,074
Totals	236,026	556,022	792,048
			792,048
(1) Indirect Costs are those reported under Account # 61****			

McLEAN COUNTY REGIONAL PLANNING COMMISSION

STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

For the years ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Operating Revenues		
Local revenue	\$ 471,281	\$ 677,700
Federal contract revenue	386,609	403,346
On behalf payments	34,600	34,600
Miscellaneous income	<u>18,215</u>	<u>4,309</u>
Total operating revenue	<u>910,705</u>	<u>1,119,955</u>
Operating Expenses		
Salaries	451,128	522,082
Payroll taxes	34,860	38,132
IMRF (retirement)	84,512	34,048
Books	197	569
Professional services	45,487	239,173
Dues	5,296	11,366
Equipment	-	462
Insurance		
General	3,303	3,559
Health	42,301	47,010
Advertising	5,744	8,045
Postage	1,263	2,109
Printing	10,759	9,831
Rent	34,600	34,600
Software & support	32,074	40,539
Supplies	6,557	5,895
Telephone	3,148	2,553
Travel	15,049	14,030
Miscellaneous expense	4,696	6,940
Depreciation expense	<u>11,074</u>	<u>10,153</u>
Total operating expenses	<u>792,048</u>	<u>1,031,096</u>
Operating income (loss)	118,657	88,859
Other Income and Expenses		
Interest income	<u>761</u>	<u>728</u>
Change in Net Position	<u>119,418</u>	<u>89,587</u>
Net Position, Beginning of year	<u>976,948</u>	<u>887,361</u>
Net Position, End of year	<u>\$ 1,096,366</u>	<u>\$ 976,948</u>

The accompanying notes are an integral part of the financial statements.

Federal Grant:	CFDA Number	Federal Awarding Agency	Pass Thru Agency	Grant or Agreement Number	Award Amount	Award Period Start Date	Award Period End Date
FY-2016 Street & Highway and Transit Planning Program (PL Funds)	20.205	FHWA	IDOT	SPR-PL-3000(5)	\$271,227.00	07/01/2015	06/30/2016
FY-2016 Street & Highway and Transit Planning Program (FTA Sec. 5305(d) funds)	20.505	FTA	IDOT	IL-80-0012	\$66701.00	07/01/2015	06/30/2016
Region 6 Human Services Transportation Planning (FTA Sec. 5310 funds)	20.513	FTA	IDOT	IL-18-X031 & IL-18-X032	\$123,707.00	07/01/2015	06/30/2017

Draft



MCLEAN COUNTY
Regional Planning Commission

www.mcplan.org

Prepared by

McLean County Regional Planning Commission

115 E. Washington St. #M103

Bloomington, Illinois 61701

(309) 828-4331



MCLEAN COUNTY REGIONAL PLANNING COMMISSION

115 E. Washington St., M103 • Bloomington, IL 61701-4089
Phone: 309-828-4331 • Fax: 309-827-4773 • www.mcplan.org

June 1, 2017

Ms. Cherry Lawson, City Clerk
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

Re: Annual Regional Service Agreement

Dear Cherry:

Enclosed please find two partially executed copies of the annual Regional Service Agreement for the fiscal year July 1, 2017 through June 30, 2018. After the agreements have been signed, please return one fully executed copy of the agreement to us. An invoice for the appropriate amount is also enclosed.

Please call if you have any questions. Thank you.

Sincerely,

Jordan Brown
Office Manager

MCRPC is the leader for planning tomorrow's McLean County

Mary Jefferson, Chairman • Michael Buragas, Vice Chair • Joseph Cleary • Michael Gorman • Mary Kramp
Glen Ludwig • Carl Olson • Linda Olson • Carl Teichman • Tyler Wrezinski • Mark Wylie

REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of the 1st day of July, 2017, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the City of Bloomington (hereinafter referred to as the "City").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2018.

B. Long Range Planning Services

The Commission shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program, including the following activities:

1. Assist the City in the periodic updating of plans and ordinances that pertain to planning and development, including the Comprehensive plan and zoning ordinances and subdivision regulations as needed.
2. Prepare or coordinate the preparation and updating of reports that are an integral part of the McLean County Transportation Study, including the Unified Work Program (UWP), Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP).
3. Maintain a website to post statistical data, plans and studies, and other planning-related information to serve as a resource for local governments and the public.
4. Provide assistance in the preparation of applications for Federal or State funding as needed.
5. Attend meetings of county and municipal government and civic organizations or other groups interested in planning and development as requested and as schedules permit.
6. Provide technical assistance as needed and requested in matters of long range planning and development.

C. Staff

The Commission shall employ a Director of the Commission and other employees as necessary and authorized by the budget. It is agreed by all parties that the City short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above as applicable to the City of Bloomington.

D. Financing

The City of Bloomington will remit to the Commission the sum of FIFTY-FOUR THOUSAND ONE HUNDRED AND EIGHTY-ONE AND 47/100 DOLLARS (\$54,181.47) for deposit in the accounts of the Commission upon the City's receipt of an invoice for said amount.

Mayor - City of Bloomington

City Clerk - City of Bloomington

Date

Chairman
McLean County Regional Planning
Commission

P. Vandhe

Executive Director
McLean County Regional Planning
Commission

June 1 2017

Date

INVOICE

Please make your check payable to McLean County Regional Planning Commission, and *please include a copy of this form with payment.* Thank you for your attention to this matter.

To City of Bloomington

Invoice No. Fy2018blm

Date July 1, 2017

Amount Due \$54,181.47

Description of Services FY2018 Regional Service Agreement

Terms Net

Due Date Upon Receipt

Notes:



MCLEAN COUNTY
Regional Planning Commission

115 E. Washington M103

Bloomington, IL 61701

P: 309-828-4331

F: 309-827-4773

W: www.mcplan.org



REGULAR AGENDA ITEM NO. 8E

FOR COUNCIL: July 24, 2017

SUBJECT: Consideration of adopting an Ordinance approving a Jurisdictional Transfer Agreement for a portion of Fox Creek Road between Oakland Avenue and Savanna Drive from Bloomington Township Road District to the City of Bloomington.

RECOMMENDATION/MOTION: That an Ordinance be adopted and the associated Local Agency Agreement for Jurisdictional Transfer be approved for a section of FAU 6429, also known as Fox Creek Road, from 0.33 miles east of Oakland Road to 0.05 miles west of Savanna Drive and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE: 2a. Better quality roads and sidewalks

BACKGROUND: As the City has grown in this area, the City has taken jurisdiction of Fox Creek Road from Stonehedges Court to Veteran's Parkway with the exception of this small segment which is less than 300'. The purpose of this agreement is to legally bring this small section into the Bloomington Highway System prior to the City's reconstruction of Fox Creek Road from Danbury Drive to Beich Road. This project will have ancillary work within the area in question.

The City built this section of Fox Creek Road and has maintained it. This does not change any practice within the City. Instead, it is taking care of the legal jurisdiction of the roadway to match the practice.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: There is no immediate financial impact. Technically, the City will have the added cost for the maintenance of this section of road. However, in practice, the City has been maintaining this for many years so this is not an added cost.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Luke Thoele, Civil Engineer II

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales". The signature is fluid and cursive, with a prominent loop at the end.

David A. Hales
City Manager

Attachments:

- Attachment 1- Ordinance
- Attachment 2- Local Agency Agreement for Jurisdictional Transfer

ORDINANCE 2017 - _____

AN ORDINANCE APPROVING A JURISDICTIONAL TRANSFER AGREEMENT
FOR A PORTION OF FOX CREEK ROAD BETWEEN
OAKLAND AVENUE AND SAVANNA DRIVE

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

SECTION 1. That the Local Agency Agreement for Jurisdictional Transfer of the portion of Fox Creek Road between Oakland Avenue and Savanna Drive between the City and Bloomington Township Road District, attached as Exhibit A, is approved, and the City Manager and City Clerk are authorized to execute said agreement.

SECTION 2. With approval from the Illinois Department of Transportation and in accordance with the Local Agency Agreement for Jurisdictional Transfer, that FAU 6429, also known as Fox Creek Road, from 0.33 miles east of Oakland Road to 0.05 miles west of Savanna Drive, be added in its entirety to the Road System in the City.

SECTION 3. The City Clerk is hereby directed to transmit three certified copies of this Ordinance to the State through its District Engineer's Office at Paris, Illinois.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be effective immediately after the date of its publication as required by law.

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 _____ day of July, 2017.

APPROVED this _____ day of July, 2017.

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk



Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality: City of Bloomington
Township/Road District: Bloomington Road District	Township/Road District:
County: (McLean)	County: (McLean)

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Fox Creek Road Route FAU 6429 Length 158 feet (0.03 Miles)
 Termini Beginning at station 2.19, 0.33 mile east of Oakland Road to station 2.22, 0.05 mile west of Savanna Drive,
in its entirety.

This transfer does does not include Structure No. N/A

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval 21 calendar days after Execution of agreement

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Addendum #1
 (Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Rodney Boester

Name Kevin Kothe

Title Bloomington Township Road Commissioner
 Chairman County Board/Mayor/Village President/etc.

Title City Engineer
 Chairman County Board/Mayor/Village President/etc.

Signature *Rodney Boester*

Signature _____

APPROVED

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION By: _____

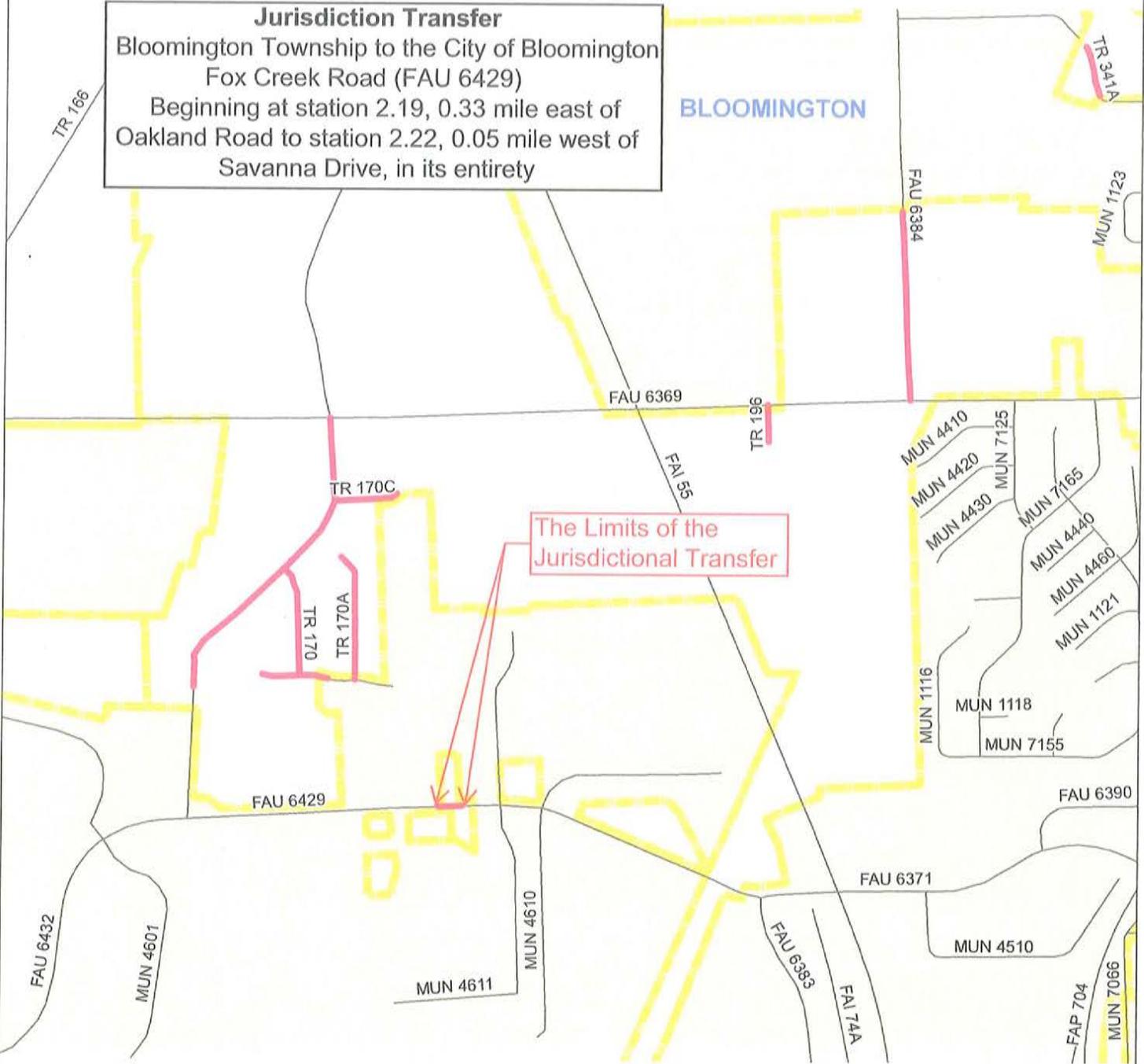
Director of Highways

Date

Location Map - Bloomington Township MCLEAN County



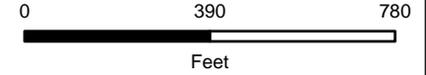
Jurisdiction Transfer
 Bloomington Township to the City of Bloomington
 Fox Creek Road (FAU 6429)
 Beginning at station 2.19, 0.33 mile east of
 Oakland Road to station 2.22, 0.05 mile west of
 Savanna Drive, in its entirety



Legend

- Bloomington Twp
- Roads

Fox Creek Road Jurisdictional Transfer



Date: 7/19/2017

