

**COUNCIL PROCEEDINGS
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS**

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:36 p.m., Monday, December 28, 2009.

The Meeting was opened by Pledging Allegiance to the Flag followed by Silent Prayer.

The Meeting was called to order by the Mayor who directed the City Clerk to call the roll and the following members answered present:

Aldermen: Judy Stearns, Kevin Huette, Bernie Anderson, David Sage, John Hanson, Jennifer McDade, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.

City Manager David Hales, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.

The following was presented:

SUBJECT: Opening of One Bid for a Community Development Project at 536 W. Grove Street

RECOMMENDATION: That the Bid be opened at the Council meeting, referred to staff for analysis and reported back to Council prior to the end of the meeting.

BACKGROUND: Bids for siding, windows, and doors at 536 W. Grove were received by the City Clerk until December 4, 2009 at 9:00 a.m. There is \$13,000 budgeted for this item. Only one bid was received by the City Clerk and it is City policy in situations where only one bid is received to have the bid opened and read at the Council Meeting.

Staff respectfully requests that the City Council authorize Mark Huber, Director of PACE to open the bid at the Meeting and present the City Council with a recommendation prior to the end of the Council Meeting concerning award of the bid.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Contractors approved through the Community Development program.

FINANCIAL IMPACT: There is \$13,000 budgeted for this item in Community Development – Rehab. Division - X22430-79130 - Grants.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Motion by Alderman Purcell, seconded by Alderman Schmidt that the Bid be opened at the Council meeting, referred to staff for analysis and reported back to Council prior to the end of the meeting.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Council Proceedings of December 26, 2006

RECOMMENDATION: That the reading of the minutes of the previous Council Proceedings of December 26, 2006 be dispensed with and the minutes approved as printed.

BACKGROUND: The Council Proceedings of December 26, 2006 have been reviewed and certified as correct and complete by the City Clerk.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Schmidt that the reading of the minutes of the previous Council Meeting of December 26, 2006 be dispensed with and the minutes approved as printed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

RECOMMENDATION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

BACKGROUND: The list of bills and payrolls will be furnished to you on Wednesday, December 23, 2008 by posting via the City's web site. After examination, I will notify the Council of any items which may need to be addressed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT:

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Timothy Ervin
Director of Finance

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Schmidt that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payments from Various Municipal Departments

RECOMMENDATION: That the payments be approved.

BACKGROUND: All of the described payments are for planned and budgeted contracts previously approved by the City Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable.

FINANCIAL IMPACT: As follows:

1. The third partial payment to Downtown Bloomington Association in the amount of \$22,106.64 on a contract amount of \$125,000 of which \$99,669.24 will have been paid to date for work certified as 80% complete for the Downtown Redevelopment Plan Partnership. Completion date – December 2009.
2. The fifth partial payment to Convention and Visitors Bureau in the amount of \$41,666.66 on a contract amount of \$510,000 of which \$259,999.97 will have been paid to date for work certified as 51% complete for the CVB Annual Funding Commitment. Completion date – June 2010.
3. The sixth partial payment to the Pantagraph in the amount of \$3,866.68 on a contract amount of \$46,580.16 of which \$25,186.24 will have been paid to date for work certified as 54% complete for the 2009-2010 Seasonal Advertising Services for the Bloomington Center for the Performing Arts. Completion date – April 2010.
4. The forty-first partial payment to APACE Architects & Design in the amount of \$537.19 on a contract amount of \$349,800 of which \$350,705.52 (\$12,992.58 in reimburseables) will have been paid to date for work certified as 96% complete for the Design of Fire Station #5. Completion date – August 2009.
5. The eighteenth partial payment to Testing Services Corporation in the amount of \$148.75 on a per ton and hour contract of which \$46,441.13 will have been paid to date for work certified as ongoing for the 2008-2009 Asphalt & Portland Concrete Plant Inspection & Laboratory Testing. Completion date – December 2009.
6. The sixth partial payment to Rowe Construction Co. in the amount of \$17,499.32 on a contract amount of \$746,708.79 of which \$709,308.15 will have been paid to date for work certified as 95% complete for the 2009-2010 General Resurfacing. Completion date – November 2009.

7. The fourteenth partial payment to Rowe Construction Co. in the amount of \$271,052.40 on a contract amount of \$3,476,726.41 of which \$3,372,866.31 will have been paid to date for work certified as 97% complete for the Lincoln Street – Bunn to Morrissey (MFT 92-00283-00-RP). Completion date – December 2009.
8. The ninth partial payment to Johnston Contractors, Inc. In the amount of \$88,698.76 on a contract amount of \$372,639.02 of which \$369,665.30 will have been paid to date for work certified as 99% complete for the McGraw Park – Phase II – Restroom Facilities. Completion date – September 2009.
9. The third partial payment to Consoer Townsend Envirodyne in the amount of \$2,385.09 on a contract amount of \$20,000 of which \$7,523.55 will have been paid to date for work certified as 38% complete for the Design of Dust Collection System for Lime Conveyance System at Lake Bloomington. Completion date – December 2010.
10. The twenty-third partial payment to Whittman Hydro Planning Associates, Inc. in the amount of \$48,239.75 on a contract amount of \$868,846 of which \$720,525.32 will have been paid to date for work certified as 83% complete for the Strategic Source Water Study. Completion date – September 2010.
11. The sixth partial payment to Gildner Plumbing, Inc. in the amount of \$273,120.18 on a contract amount of \$1,186,825 of which \$1,159,533.94 will have been paid to date for work certified as 98% complete for the Division D Pipeline Rd. 36 inch Transmission Main. Completion date – August 2010.
12. The first partial payment to Clark Dietz, Inc. in the amount of \$2,351.60 on a contract amount of \$20,000 of which \$2,351.60 will have been paid to date for work certified as 12% complete for the Inspection Services for Parkview Area Water Main Project Phase II. Completion date – December 2010.
13. The seventeenth partial payment to Village of Downs in the amount of \$7,012.37 on a contract amount of \$435,000 of which \$421,909.33 will have been paid to date for work certified as 97% complete for the Downs Sewerage Improvements Project. Completion date – January 2010.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Schmidt that the payments be approved.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the Month of November, 2009

RECOMMENDATION: That the audit of the bills and payrolls for the Township for the month of November, 2009 be made a matter of record.

BACKGROUND: Audit of the Accounts for the Township Supervisor of General Assistance Fund and General Town Fund for the month of November, 2009 were presented for Audit by the Township Supervisor.

The Audit of these accounts took place on Monday, December 28, 2009 at 7:00 p.m. in the Conference Room of Bloomington City Hall and should, at this time, be made a matter of record.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Schmidt that the audit of the bills and payroll be made a matter of record.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Reports

RECOMMENDATION: That the reports be received and placed on file.

BACKGROUND: The following reports should be received and placed on file with the City Clerk:

1. Monthly Receipt & Expenditure Report, November, 2009.
2. Comprehensive Annual Financial Report – May 1, 2008 to April 30, 2009.
3. Financial and Compliance Report – US Cellular Coliseum – April 30, 2009.
4. Financial Statements and Independent Auditor’s Report – Central Illinois Risk Pooling Authority – April 30, 2009.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Tracey Covert
City Clerk

Timothy Ervin
Director of Finance

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Schmidt that the reports be placed on file and made a matter of record.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointment(s) and Reappointment(s) to Various Boards and Commissions

RECOMMENDATION: That the Reappointment be approved.

BACKGROUND:

Economic Development Council

John Hanson – 21 Buckhurst Circle. His term will expire on December 31, 2013.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Recommended by:

Stephen F. Stockton
Mayor

Motion by Alderman Anderson, seconded by Alderman Schmidt that the reappointment be approved.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Declaration of Surplus Vehicles and Equipment

RECOMMENDATION: By City Code, Council must declare vehicles and equipment as surplus. The following equipment and vehicles are recommended by the Public Works Department Fleet Division to be surplus in nature:

- Nine (9) pickup trucks
- Two (2) trucks with utility beds

- One (1) – 1 ton truck with dump bed
- Fifteen (15) cars
- One (1) medium duty dump truck
- One (1) 1966 Impala
- One (1) 1995 Mustang
- Two (2) street sweepers
- One (1) Tenant building sweeper
- One (1) Sulair compressor
- One (1) Crafcro crack sealer
- One (1) front bucket for a backhoe
- One (1) concrete breaker for a backhoe
- One (1) V-snow plow

These vehicles and equipment have been replaced or are no longer needed. Eleven (11) of the vehicles are from staff reductions.

BACKGROUND: In years past, staff has traded in units to the vendor that sold the City the replacement unit. This process did not give the City the best return on investment. The Public Works Department Fleet Division has successfully used online auctions in the past with minimum bid pricing and has received higher resale values. City staff will dispose of these surplus vehicles and equipment through internet sites that utilize a competitive bidding process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total amount estimated to be returned to the city is \$41,300. This amount would be reimbursed to fund 16120-54990. The list of equipment is estimated to be worth approximately \$49,000. The auction fees for the equipment sale are estimated at \$7,700.

Respectfully submitted for Council consideration.

Prepared by:

Jim Karch
Director of Public Works

Recommended by:

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Schmidt that the vehicles and equipment be declared surplus and staff be allowed to proceed with disposal of same.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Proposals Analysis for the 2010 - 2011 Asphalt and Portland Cement Concrete Plant Inspection and Laboratory Testing, Subsurface Soil Exploration and Geotechnical Investigation

RECOMMENDATION: That the proposal be awarded to Testing Services Corp. on a time and material basis and that the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Professional proposals for the 2010 & 2011 Materials Testing were received until 10:00 A.M. on Thursday, December 10, 2009 in the office of the City Clerk. Two (2) proposals were received:

Analysis of Selected Services

	Asphalt Plant Observation >300 tons/day (\$ per ton)	Nuclear Density & Moisture Measuring Equipment (Per Day)	Trip Charge for Subgrade Density Testing (\$/Trip)	HMA & PCC Inspector (\$ per hr)	P.C. Concrete Cylinder Testing (Each)
Testing Service Corp.	\$0.38	\$35.00	No Trip Charge	\$47.00 (No minimum)	\$13.50
Terracon*	\$0.50	\$48.00	\$75.00	\$45.00 (4 hour minimum)	\$12.50

* Did not sign Vendors General Save and Hold Harmless clause as presented.

The current testing services contract will expire at the end of 2009 and the City needs to select a professional testing firm to provide geotechnical and materials testing services. This testing is a required service for all state and federal construction projects. The consultant selected is paid based upon the amount of work performed.

The proposals were evaluated in terms of the best qualified firm offering the best value, including the relative merits of the firm's qualifications as they might affect City operations. Testing Service Corporation has sufficient qualified staff at its Bloomington branch office to provide the services required by the City. It does not require a minimum notification time; have a minimum callout, or trip charges for their services. Terracon's proposal includes a 24-hour advance notice requirement prior to obtaining services, and a four (4) hour minimum callout for many frequently used personnel services which would significantly add to the overall cost of the work. After careful review of the submitted proposals, staff respectfully recommends awarding the contract for the said geotechnical and testing services to Testing Service Corporation. The

installed adjacent to the driveway, and a water service to an adjacent property negotiated as part of a temporary working easement.

Staff respectfully recommends that Council approve a change order in the amount of \$2,269.66 to the Contract with Stark Excavating for the Main Branch Kickapoo Creek Pump Station.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Stark Excavating, Inc., and the Grove on Kickapoo Creek, LLC

<u>FINANCIAL IMPACT:</u>	Original Contract	\$1,990,500.00
	This Change Order	\$ <u>2,269.66</u>
	Completed Contract	\$1,992,769.66

The Change Order shall be paid with Sewer Depreciation Funds (X52250-72550).

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Jim Karch
Director of Public Works

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Schmidt that the Change Order be approved.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Upgrade to the City's Enterprise Backup System, Including Enterprise Software Licenses and Replacement Backup Tape Library

RECOMMENDATION: That the purchase of additional CommVault Galaxy software licenses (the City's enterprise backup software) in the amount of \$38, 842.65 and a Hewlett Packard tape library in the amount of \$15,282.53 be approved, and the Purchasing Agent be authorized to issue Purchase Orders for same.

BACKGROUND: The enterprise backup system is used to backup data from all of the City’s servers and move it offsite for disaster recovery. This system involves enterprise backup software and the media used as the target for the data backup. Currently, the City’s target media is a StorageTek tape library and the backup software is CommVault Galaxy. Both were purchased in January, 2003. At this age, the tape library (a mechanical device) is failing and needs to be replaced.

The backup process actually stores data in two (2) places. A relatively small amount of data is kept in what is called “primary” storage and a larger amount of long term backup data is stored in “offsite” storage. This process keeps the most recent backup data in a location (currently the seven year old tape library) that is easier to access. This is standard procedure because most of requests for data restoration come from the most recent data. With the primary data close, the process of recovery is quick and easy.

Even though this is a relatively small amount of data, to store it in the tape library takes a larger, more expensive library. Since 2003, backup technology has changed allowing us to inexpensively perform these primary backups from the disk drives our servers use to other low cost disk drives on the network. Since we are not backing up to tape (but rather from “disk to disk”), the backup and restore process is faster and more easily managed. We do, however, still need a smaller tape library for the longer term offsite storage.

Staff has been researching the best solutions among today’s technology and believes replacing the library with a much smaller unit and adding disk to disk backup capacity to the process will decrease nightly backup and restore times.

There are additional benefits to the disk to disk backup process. With this move, “deduplication” technology would be added to the primary backup process. Deduplication is a process by which only unique data bits are copied from the production data to the primary backup storage area. Inherently, there is a lot of duplication of data amongst our production data. By adding deduplication, identical data is written to the backup disks once, conserving space and making the backup process much more efficient.

Staff has sought proposals for the purchase of the required CommVault Galaxy licensing and received the following:

CommVault	Itasca, IL	\$45,988.75	
Laurus Technologies	Itasca, IL	\$40,552.54	
CDW-G	Vernon Hills, IL	\$38,842.65	**recommended

In addition, staff has researched current options for backup tape libraries. The recommendation is to purchase model number MSL4048 from Hewlett Packard. This tape library would be purchased from the HP Western States Contracting Alliance (WSCA) contract for \$15,282.53. During the May 26, 2009 meeting, Council authorized staff to purchase this type of equipment through the WSCA contract, which has been pre-bid and offers extremely competitive pricing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Staff has budgeted \$55,000 in FY 2010 in account code G11610-72120 to replace the tape library. Total cost of this request is \$54,125.18. These items will add enhanced features and capabilities to the enterprise backup solution.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Scott A. Sprouls
Information Services Director

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Motion by Alderman Anderson, seconded by Alderman Schmidt that the purchase of additional CommVault Galaxy software licenses (the City's enterprise backup software) in the amount of \$38,842.65 and a Hewlett Packard tape library in the amount of \$15,282.53 be approved, and the Purchasing Agent be authorized to issue Purchase Orders for same.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Intergovernmental Agreement Booking Services

RECOMMENDATION: That the Intergovernmental Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: For several years an intergovernmental agreement has been in effect between the City and McLean County Sheriff's Department for detention, mug shots, booking, and fingerprinting. This has proven to be an efficient and cost effective booking procedure which has reduced our liability because incarcerated subjects are rarely kept in our facility.

The cost of the agreement for one year is \$22,062.48 (\$1,838.54 per month), a three percent (3%) increase for 2010. The term of the agreement is January 1, 2010 to December 31, 2010, renewable on a year to year basis and has been budgeted in line item G15110-70990 for contractual services.

have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
5. The City will pay the County at an annual rate of Twenty Two Thousand Sixty Two Dollars and Forty Eight Cents (\$22,062.48) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.
6. Total amount due herein shall be paid in twelve (12) equal monthly payments of One Thousand Eight Hundred and Thirty Eight Dollars and Fifty Four Cents (\$1,838.54) at the first of each month.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.
8. This agreement shall be in effect from January 1, 2010 through December 31, 2010. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Bloomington Police Department shall be sent to:

Randy McKinley, Chief of Police
Bloomington Police Department
305 S. East
Bloomington, IL 61701

Notices to County of McLean shall be sent to:

Russell Thomas, Chief Deputy
McLean County Sheriff's Department
104 West Front Street
P.O. Box 2400
Bloomington, IL 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every position in accordance with the terms of this Agreement.
14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.
16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.
17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

RECOMMENDATION: That the Agreement and Stop Loss Policy be approved and the City Manager be authorized to execute the necessary documents, and the Resolution adopted.

BACKGROUND: The City purchases third party administrative services (ASO) for its self-insured PPO Employee Group Health Plan from Blue Cross Blue Shield of Illinois. In addition to medical and dental claims administration, the City obtains significantly discounted pricing for medical services through the Blue Cross nationwide network of physicians, hospitals, and other providers. Blue Cross also provides the City with case management, claims subrogation, reporting and a health information internet site for use by all plan members.

Blue Cross has the most extensive provider network in Central Illinois and it is one of only a few provider networks available here. It would be difficult to duplicate the Blue Cross provider network through other third party administrators or health plans. If the City sought a network change it would have to bargain the impact of making that change with the collective bargaining units.

The City also purchases from Blue Cross an individual stop loss insurance policy for its self-insured PPO Employee Group Health Plan. Individual stop loss insures the City against catastrophic medical claims on a per person basis. If a plan member's paid claims exceed a certain dollar figure (attachment point) within the plan year, the stop loss policy reimburses the City for paid claims over the attachment point.

Staff respectfully requests approval of the Administrative Services Agreement and the Individual Stop Loss Coverage Policy.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Phil Sauder, Insurance Agent, Clemens and Associates.

FINANCIAL IMPACT: The cost for the Administrative Services Agreement is anticipated to be \$315,843 for calendar 2010 based on current enrollment numbers. The exact figure may vary slightly depending on enrollment in the Blue Cross Plans and the fees are calculated on a monthly basis. The 2009 cost for these services is expected to total \$310,600 by year end.

For a number of years the City's stop loss attachment point has been set at \$90,000 per individual per year. The stop loss insurance reimburses the City for an individual's claims in excess of \$90,000 that are paid within the calendar year. For 2010, on the advice of the City's insurance agent, the attachment point is being raised to \$125,000. The premium for this coverage is anticipated to be \$173,568 based on current enrollment numbers. Premium is calculated on monthly enrollment figures and could vary somewhat depending on actual plan membership.

Although there is additional risk for the City with the higher stop loss limit, there is also the potential to save \$105,424 during the year. The potential savings is the difference between the premium of \$278,992 for stop loss at the \$90,000 attachment point and stop loss premium of \$173,568 at the \$125,000 attachment point. These figures are based on current plan enrollment numbers. The 2009 cost for the individual stop loss is expected to total \$208,200 by year end.

Staff respectfully requests that Council approve the Blue Cross Administrative Services Agreement and Stop Loss policy, the City Manager be authorized to execute the agreements, and the Resolution adopted.

Prepared by:

Reviewed as to legal sufficiency:

Laurie Wollrab
Compensation and Benefits Manager

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2009 – 60

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN BLUE CROSS/BLUE SHIELD DOCUMENTS

WHEREAS, the City of Bloomington offers a Blue Cross/Blue Shield Group Health and Dental Plans; including Blue Cross Stop Loss Coverage Policy for the Health Plan; and

WHEREAS, Blue Cross/Blue Shield requires the City of Bloomington to sign various documents related to these plans; and

WHEREAS, the City Manager through consultation with the Compensation and Benefits Manager is the proper person to sign documents required by Blue Cross/Blue Shield on behalf of the City of Bloomington:

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Bloomington that:

SECTION ONE: That the City Council of the City of Bloomington hereby authorizes the City Manager to sign any document required to be signed by Blue Cross/Blue Shield with respect to the Employee Group Health and Dental Plans and Blue Cross Stop Loss Coverage Policy for the Health Plan.

SECTION TWO: That the City Clerk be, and she is hereby authorized to attest to the signature of the Mayor on said agreement and to retain a fully executed copy of said document in her office for public inspection.

ADOPTED this 28th day of December, 2009.

APPROVED this 29th day of December, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

(BENEFIT PROGRAM APPLICATION AND STOP LOSS COVERAGE POLICY ON FILE
IN CLERK'S OFFICE)

Motion by Alderman Anderson, seconded by Alderman Schmidt that the Agreement and Stop Loss Policy be approved, the City Manager be authorized to execute the necessary documents, and the Resolution adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Ordinance Renewing AmerenIP Franchise

RECOMMENDATION: That the Ordinance be passed.

BACKGROUND: Under Illinois law, utilities enter into franchise agreements with municipalities which are basically a form of rent for the use by utilities of the municipal rights of way for their infrastructure such as poles, wires, gas mains, etc. The amounts charged by utilities for their products, such as electricity and natural gas, are regulated separately by the Illinois Commerce Commission and can not be the subjects of individual franchise agreements.

City staff and the staff of AmerenIP have agreed on the terms of a twenty (20) year franchise agreement. After twenty (20) years, the agreement is renewed on a year to year basis unless one side notifies the other at least six (6) months prior to the expiration of the original term or any one year subsequent term of its desire to terminate the agreement.

The staff has confirmed that this agreement is virtually identical to the terms of new franchise agreements between AmerenIP and other Central Illinois municipalities.

Compensation to the City for the use of its rights of way shall be paid by AmerenIP as follows:

Year 1- \$416,610
Year 2- \$433,120
Year 3- \$449,630
Year 4- \$466,140
Year 5 and remaining years- \$482,650 (subject to next paragraph).

After five (5) years from the anniversary date of the franchise agreement, the municipality may request, at least sixty (60) days prior to an anniversary date of the franchise agreement, a revision to the compensation amount if it has a reasonable belief that its population has increased or decreased by three percent (3%) or more; if confirmed by the utility, the compensation amount will be revised by that percentage for the next and succeeding payments.

Section 7 of the franchise agreement has a “most favored nations” clause which permits either party to reopen the agreement if the City believes AmerenIP has a franchise agreement with another municipality in which AmerenIP gave greater benefits to that municipality than AmerenIP’s agreement with Bloomington gives to the City; conversely, if another electric utility was permitted in the City and the City gave that utility a more favorable agreement than AmerenIP has with the City, AmerenIP could reopen the agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staffs of Town of Normal and City of Champaign.

FINANCIAL IMPACT: Compensation to the City for the use of its rights of way shall be paid by AmerenIP as follows:

Year 1- \$416,610
Year 2- \$433,120
Year 3- \$449,630
Year 4- \$466,140
Year 5 and remaining years- \$482,650.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

ORDINANCE NO. 2009 – 84

AN ORDINANCE EXTENDING THE AUTHORIZATION TO ILLINOIS POWER COMPANY D/B/A AMERENIP ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT, OPERATE AND MAINTAINAN ELECTRIC UTILITY SYSTEM IN THE CITY OF BLOOMINGTON COUNTY OF MCLEAN AND STATE OF ILLINOIS

PASSED ___X___

EXPIRES _____

ORDINANCE NO. 2009 – 84

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF 20 YEARS TO AMERENIP, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, REMOVE, EXTEND, MAINTAIN, AND OPERATE AN ELECTRIC UTILITY SYSTEM IN THE CITY OF BLOOMINGTON, COUNTY OF MCLEAN AND STATE OF ILLINOIS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, COUNTY OF MCLEAN, AND THE STATE OF ILLINOIS, AS FOLLOWS:

SECTION 1. It is the intent of the parties by this Ordinance to extend for an additional term, subject to the terms and conditions here stated, the authorization to AmerenIP, its successors and assigns, to construct, operate and maintain a utility system within the City as originally authorized by Ordinance No. 1955-17 approved on August 10th, 1955, and extended through August 10, 2007 by Extension Ordinance No. 2005-71. The parties acknowledge that by so doing they are continuing an existing relationship authorizing the services of a utility for the provision of electric energy and other purposes within the City for the benefit of its citizens and residents as well as other consumers of electric energy located within its corporate limits. For purposes of construing the terms, rights and obligations of the parties this authorization is granted pursuant to Section 14 of the Electric Supplier Act, 220 ILCS 30/14, and the Illinois Municipal Code, 65 ILCS 5-1-1-1, et seq.

SECTION 2. There is hereby given and granted to AmerenIP, its successors and assigns (hereinafter referred to as the “Company”), the right, privilege and authority to construct, operate, maintain and/or extend within the corporate limits, as the same now exists or may hereafter be extended, of the City of Bloomington (hereinafter referred to as “Municipality”), an electric utility system for the transmission, distribution and/or sale of electric energy and other purposes (the “System”), together with the right, privilege and authority to erect, construct, install, operate and/or maintain all poles, conductors, wires, cables, conduits, equipment and/or other apparatus as may be necessary or convenient for the System, in, upon, along, over, under, through and/or across each and all of the streets, avenues, alleys, bridges, easements, rights of way and/or other public places.

SECTION 3. All poles and other equipment placed or installed under this Ordinance in streets, alleys, avenues and other public places, shall be so placed as not to interfere unnecessarily with travel on such streets, alleys, avenues and other public places. All poles and other equipment placed or installed under this Ordinance shall be so located as not to injure unnecessarily any pipes, conduits, sewers, drains, pavement or other like public improvements, and said Company shall forthwith repair any damage caused to such improvements to the satisfaction of the official or officials of said Municipality having charge of the supervision thereof and in default thereof said Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Company. All facilities of Company in said Municipality shall be installed and maintained in accordance with the applicable rules and regulations of the Illinois Commerce Commission.

When any street, avenue, or other public place shall be graded, curbed, paved or otherwise changed so as to make the resetting or relocation of any poles or other equipment placed or installed under this Ordinance necessary, the Company shall make such resetting or relocation, at the Company's cost and expense. Municipality shall provide the Company with a suitable location for the resetting or relocation of such poles or other equipment, and the Company's obligation shall be limited to resetting or relocating poles or other equipment of the same type and configuration as the displaced poles or other equipment. Company shall make such resetting or relocation within a reasonable time, as determined by good utility practice, after receiving written notice of the need for the same from the authorized representative of the Municipality, and the establishment by the Municipality of the permanent grade at the new location.

SECTION 4. In order for Company to render efficient, safe, and continuous services, it will be necessary for Company to conduct vegetation management activities, including the trimming or pruning and cutting down of the trunks and branches of trees and/or vines and shrubs along or over the streets, sidewalks, alleys, avenues, squares, bridges and other public places in said Municipality, and areas dedicated to the Municipality for public utility use, wherever the same are likely to interfere with its equipment; therefore, Company is hereby granted the right to conduct such vegetation management activities so as to enable it to erect, operate and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient, safe, and continuous service that the circumstances will permit; provided, however, that Company shall exercise proper care and discretion in its vegetation management activities. Company shall conduct its vegetation management activities in accordance with applicable law, including without limitation, 220 ILCS 5/8-505.1, and any amendments thereto. Notwithstanding the foregoing, to the extent applicable law may be superceded or modified by an agreement between Municipality and Company, Municipality and Company reserve the right to enter into such an agreement.

SECTION 5. The rates to be charged by the Company for electric service rendered under this Ordinance shall be such as are approved from time to time by the Illinois Commerce Commission of the State of Illinois and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Illinois Commerce Commission of the State of Illinois applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.

SECTION 6. As a further consideration for the rights, privileges and authorities granted by this ordinance, the Company shall, in Year 1 of the agreement, furnish municipality compensation in the amount of \$416,610 (payable in 12 equal monthly payments by the 15th of each month, beginning within 30 days of the acceptance of this ordinance by the municipality). In subsequent years payment will be made, after the anniversary date, on the following graduated scale: Year 2 - \$433,120 (payable in 12 equal monthly payments by the 15th of each month); Year 3 - \$449,630 (payable in 12 equal monthly payments by the 15th of each month); Year 4 - \$466,140 (payable in 12 equal monthly payments by the 15th of each month); and Year 5 and all remaining years - \$482,650 (payable in 12 equal monthly payments by the 15th of each month). Municipality may request a revision to the compensation amount after five years from the date of passage of this ordinance if Municipality has a reasonable belief that its population has increased or decreased by 3% or more. Municipality must request the revision at least 60 days prior to the next anniversary date. If Company confirms that the number of customers served by the System within Municipality's corporate limits has increased or decreased by 3% or more, the compensation amount will be revised by that percentage for the next and succeeding payments. Municipality may request similar revisions to compensation amounts under these criteria in additional five year periods throughout the term of this ordinance.

SECTION 7. If, at any time, during the term of this contract, Municipality permits another entity or person to provide electric distribution or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms, or conditions, then Company shall notify Municipality of such treatment, terms, or conditions. Alternatively, if Municipality reasonably believes the other entity or person grants Municipality more favorable treatment, terms, or conditions, then Municipality shall notify Company of such treatment, terms, or conditions. Upon receipt of such notice, Municipality and Company shall negotiate in good faith to amend this ordinance to provide Company or Municipality such more favorable treatment, terms or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and the entity or person receiving the more favorable or less favorable treatment, terms, or conditions.

SECTION 8. The Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Ordinance, on all poles, conductors, wires, cables, conduits, equipment and other apparatus placed in the streets, alleys, avenues, bridges, easements, rights of way or other public places within the corporate limits of Municipality.

SECTION 9. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 10. This Ordinance shall confer no right, privilege or authority on Company, its successors or assigns, unless Company shall within ninety (90) days after due notice to the Company of the enactment of this Ordinance, file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said

period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

SECTION 11. All rights, privileges and authority given and granted by this Ordinance are granted for a term of 20 years from and after the acceptance of this Ordinance as hereinafter provided (the "Initial Term"), and thereafter on a year-to-year basis (each a "Subsequent Term") unless either the Company or Municipality notifies the other in writing of its desire to terminate this Ordinance at least six (6) months prior to the expiration of the Initial Term or any Subsequent Term.

SECTION 12. The Municipality acknowledges that Company is vested in rights, permissions and authority independent of this Ordinance. Neither acceptance of this Ordinance nor compliance with its provisions shall impair in any way or waive any right, permission or authority which Company may have independent of this Ordinance. In addition, neither use by Company of public property or places as authorized by this Ordinance nor service rendered by Company in said Municipality shall be treated as use solely of the rights, permission and authority provided for by this Ordinance and in no way shall indicate non-use of any right, permission or authority vested in the Company independent of this Ordinance. In the event the Municipality vacates any streets, avenues, alleys, easements, rights of way, bridges or other public places during the term of this Ordinance, Municipality agrees to reserve unto Company the rights, privileges and authority herein given and granted to the Company in upon, along, over and across each and all of such vacated premises which are at the time in use by the Company. In the event Municipality is not reasonably able to reserve unto Company the rights, privileges and authority herein given and granted to the Company in upon, along, over and across each and all of such vacated premises which are at the time in use by the Company, then in such event Municipality is obligated and required to negotiate in good faith with Company as to a suitable relocation of the Company's affected System. In the event no agreement is reached, Company shall continue to enjoy the rights, privileges and authority previously given and granted to the Company in upon, along, over and across each and all of such subject premises.

SECTION 13. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 14. This Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the Municipality or enacted in the future requiring Company to obtain written permits or other approval from the Municipality prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the Municipality for the maintenance, upgrading and repair of its constructed facilities. Company shall provide notice of excavation hereunder in accordance with the Illinois Underground Utility Damage Prevention Act (220 ILCS 50/1, et seq.)

SECTION 15. If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 16. Any conflict between the Franchise Ordinance and the provisions contained in the Electric Service Customer Choice and Rate Relief Law of 1997 (Public Act 90-561) will be resolved by giving the state statute mandatory priority over any contrary language contained in the Franchise Ordinance.

SECTION 17. This Ordinance shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein and as provided for in Section 12 and in IL Rev 35 ILCS 645/5-4. This Ordinance shall be in full force from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

Passed and approved this 28th day of December, 2009.

Stephen F. Stockton
Mayor City of Bloomington, Illinois

ATTEST:

Tracey Covert
City Clerk

ACCEPTANCE

AmerenIP (“Company”), in consideration of the rights and privileges granted by Ordinance No. 2009 - 84 of the City of Bloomington, Illinois, passed December 28, A.D. 2009, approved December 28, A.D. 2009, and entitled “An Ordinance establishing the authorization to Company, its successors and assigns, to construct, operate and maintain an electric utility system in the City of Bloomington, County of McLean and State of Illinois”, hereby accepts said Ordinance and all the provisions thereof.

In Witness Whereof, Company, as aforesaid has caused these presents to be signed by its President or a Vice President and attested by its Secretary or an Assistant Secretary and its corporate seal to be affixed this 25th day of December, A.D. 2009.

AmerenIP

By: Scott Cisel, President

Attest:

Assistant Secretary

Alderman Sage recognized staff's efforts addressing street lights (repair and/or replacement). David Hales, City Manager, noted that requests were up to date. None had gone beyond thirty (30) days.

Motion by Alderman Anderson, seconded by Alderman Schmidt that the Ordinance be passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Hanson, Sage, Fruin and Purcell.

Nays: None.

Abstains: Alderman Anderson.

Motion carried.

The following was presented:

SUBJECT: Request of McLean County Land Trust No. TNT-1 for approval of a Subordination of Mortgage for 200 W. Monroe

RECOMMENDATION: That the Subordination of Mortgage be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: The City holds a mortgage dated September 2, 1999 for property located at 200 W. Monroe St., made by McLean County Land Trust No. TNT-1, Thomas M. Barger III, Trustee. The City has subordinated its position with this mortgage, signed by the Mayor on March 12, 2003, in regards to other mortgages secured through other sources. The original amount of the mortgage secured by the City was \$275,000. Due to a good payment history, the remaining balance of this mortgage loan due to the City is \$14,551.04.

McLean County Land Trust No. TNT-1 has applied for a new mortgage on this property to take advantage of lower interest rates. As part of their loan approval process, the bank has requested a subordination of the City's mortgage in regards to the new mortgage. Without the subordination of the mortgage it is highly probable that the lending institution would not approve the new mortgage. The City has previously provided a similar subordination of mortgage.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: In the event McLean County Land Trust No. TNT-1 did default on their loan to the City any claim would be secondary to the bank.

Respectfully submitted for Council consideration.

I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Stephen Stockton, personally known to me to be the Mayor of the City of Bloomington, and Tracey Covert, personally known to me to be the City Clerk of said Municipal Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as Mayor and City Clerk they signed and delivered the said instrument of writing as Mayor and City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Municipal Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of December, 2009.

Stephanie R. Zook
Notary Public

Motion by Alderman Anderson, seconded by Alderman Schmidt that the Subordination of Mortgage be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Abatements of Tax Levy

RECOMMENDATION: That the Resolutions be adopted.

BACKGROUND: Attached are ten (10) Resolutions required to abate property taxes for multiple General Obligation Bond issuances, lease payments payable to the Public Building Commission, and the payments for the 2004 Taxable General Obligation Bond Series. State law requires McLean County to levy property taxes for the payment of these bonds. A municipality is permitted to abate the tax if sufficient funds are on hand to make the required principal and interest payments. Rather than levying a tax for the payments of these obligations, the City has budgeted sufficient sums from other sources within the General Funds to service the debt.

The Tax Levy Ordinance was approved by the Council at their December 14, 2009 meeting. The figures contained in these abatements were included in the preparation of the Tax Levy.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: In order to abate the 2009 Tax Levy, collectible in 2010, it is appropriate that Council approve the proposed abatement resolutions that will certify to the McLean County Clerk that sufficient funds are on hand or will be on hand when the principal and interest payments become due on June 1, 2010 and December 1, 2010, respectively:

1. Abatement for tax levy for \$11,650,000 General Obligation Bonds, Series 1995. (The last debt service payment for this issue is December 1, 2010.)
2. Abatement for tax levy for \$4,965,000 General Obligation Refunding of Market Square Tax Increment Bonds Series 1994. (The last debt service payment for this issue is December 1, 2013.)
3. Abatement for tax levy for \$4,965,000 of Market Square Increment General Obligation Bonds Series 1994. (The last debt service payment for this issue is December 1, 2013.)
4. Abatement for tax levy to pay the rent payable under the Lease Agreement between the Public Building Commission, McLean County and the City of Bloomington for the old Champion Building and the expansion of the parking garage. (The last debt service payment for this issue is November 1, 2021.)
5. Abatement for tax levy for \$6,380,000 General Obligation Refunding Bonds (of \$6,600,000 authorized), Series 2001. (The last debt service payment for this issue is December 1, 2010.)
6. Abatement for 2003 addition to the tax levy to pay the rent payable under the Lease Agreement between the Public Building Commission, McLean County and the City of Bloomington for the old Champion Building and the expansion of the parking garage. (The last debt service payment for this issue is November 1, 2022.)
7. Abatement for tax levy for \$15,600,000 Variable General Obligation Bonds, Series 2004. (The last debt service payment for this issue is June 1, 2024.)
8. Abatement for tax levy for \$29,455,000 Taxable General Obligation Bonds, Series 2004. (The last debt service payment for this issue is June 1, 2034.)
9. Abatement for tax levy for \$9,900,000 Fixed General Obligation Bonds, Series 2005. (The last debt service payment for this issue is June 1, 2026.)
10. Abatement for tax levy for \$10,000,000 Fixed General Obligation Bonds, Series 2007. (The last debt service payment for this issue is June 1, 2032.)

Respectfully submitted for Council consideration.

Prepared by:Reviewed as to legal sufficiency:

Timothy Ervin
Director of Finance

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2009 - 61
A RESOLUTION ABATING TAX LEVY FOR \$11,650,000 GENERAL
OBLIGATION BONDS, SERIES 1995

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City Council on February 27, 1995 passed Ordinance No. 1995-8, "An Ordinance Authorizing the Issuance of \$11,650,000 General Obligation Bonds, Series 1995 of the City of Bloomington"; and

WHEREAS, Section 8 of said Ordinance included a levy of taxes on all taxable real estate within the City of Bloomington corporate limits to pay principal and interest on the bonds issued thereby; and

WHEREAS, said Section 8 provided for the levy of \$1,208,781 in 2009 to pay off a portion of said principal and interest due in 2010, but the City of Bloomington has funds on hand available to pay such principal and interest.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the levy year 2009 payable in 2010 and on account of the aforesaid \$11,650,000 in bonds be and the same is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the remaining \$1,208,781 in real estate taxes for levy 2009.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 28th day of December, 2009.

APPROVED this 29th day of December, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

RESOLUTION NO. 2009 - 62
A RESOLUTION ABATING TAX LEVY FOR \$4,965,000 GENERAL
OBLIGATION REFUNDING BONDS, SERIES 1994

WHEREAS, the City of Bloomington is authorized under the provisions of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) to issue general obligation bonds for the purpose of financing improvements in the increment financing areas; and

WHEREAS, the City Council on March 28, 1994 passed Ordinance No. 1994-25, "An Ordinance Authorizing the Issuance of \$4,965,000 General Obligation Refunding Bonds, Series 1994 of the City of Bloomington"; and

WHEREAS, Section 8 of said Ordinance included a levy of taxes on all taxable real estate within the City of Bloomington corporate limits to pay principal and interest on the bonds issued thereby; and

WHEREAS, said Section 8 provided for the levy of \$450,213.00 in 2009 to pay off a portion of said principal and interest due in 2010, but the City of Bloomington has funds on hand available to pay such principal and interest.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the year 2009 payable in 2010 and on account of the aforesaid \$4,965,000 in bonds be and the same is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the \$450,213.00 in real estate taxes.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 28th day of December, 2009.

APPROVED this 29th day of December, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

RESOLUTION NO. 2009 - 63
A RESOLUTION ABATING TAX LEVY FOR MARKET SQUARE TAX
INCREMENT GENERAL OBLIGATION PURPOSE BONDS, SERIES 1994

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 1975-30 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to issue Four Million Nine Hundred Sixty Five Thousand Dollars (\$4,965,000) in Market Square Increment General Obligation Bonds pursuant to Ordinance No. 1994-26, passed March 28, 1994; and

WHEREAS, pursuant to the authority of said home rule ordinances in said election and provisions of all ordinances relating thereto, taxes would be extended against all the taxable property within the City of Bloomington for the year 2009, payable in the year 2010; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay the principal and interest obligations due on said issues for the 2009 levy of \$445,150.00 payable in the year 2010.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy of \$445,150.00 against taxable property in the City of Bloomington for the year 2009, payable in 2010 and on account of the aforesaid Four Million Nine Hundred Sixty Five Thousand Dollars (\$4,965,000) in Market Square Tax Increment General Obligation Bonds Series 1994 is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the levy year 2009.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 28th day of December, 2009.

APPROVED this 29th day of December, 2009.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

RESOLUTION NO. 2009 - 64
A RESOLUTION ABATING TAX LEVY FOR RENT PAYABLE UNDER LEASE
AGREEMENT BETWEEN THE PUBLIC BUILDING COMMISSION, MCLEAN
COUNTY AND THE CITY OF BLOOMINGTON FOR THE OLD CHAMPION
BUILDING AND THE EXPANSION OF THE PARKING GARAGE

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 2001-121 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to enter into an agreement with the Public Building Commission to lease a portion of the old Champion Building and to expand the parking garage, passed November 13, 2001; and

WHEREAS, pursuant to the authority of said home rule ordinances in said election and provisions of all ordinances relating thereto, taxes would be extended against all the taxable property within the City of Bloomington for the year 2009, payable in the year 2010; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay the principal and interest obligations due on said issues in the year 2010.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the year 2009, payable in 2010 for \$919,685.00 and on account of the aforesaid agreement is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the tax year levy 2009.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 28th day of December, 2009.

APPROVED this 29th day of December, 2009.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

RESOLUTION NO. 2009 - 65
A RESOLUTION ABATING TAX LEVY FOR GENERAL OBLIGATION REFUNDING
BONDS, SERIES 2001

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 1975-30 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to issue Six Million Three Hundred Eighty Thousand Dollars (\$6,380,000) in General Obligation Refunding Bonds, Series 2001 (of \$6,600,000 authorized) pursuant to Ordinance No. 2001-123, passed November 26, 2001; and

WHEREAS, pursuant to the authority of said home rule ordinances in said election and provisions of all ordinances relating thereto, \$3,079,300 in taxes would be extended against all the taxable property within the City of Bloomington for the tax year 2009, payable in the year 2010; and that \$228,400 of this amount has already been abated leaving a remainder of \$2,850,900 to be levied for the tax year 2009, payable in 2010; and that there are surplus funds on hand from other revenues and interest from the investment of these revenues in an amount sufficient to pay an additional \$1,198,637 of the principal and interest due on said issues in the tax year 2009;

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the tax year 2009, payable in 2010 and on account of the aforesaid Refunding Bond Issue, Series 2001 is hereby partially abated by an additional \$1,198,637 of the amount due, leaving a net levy of \$1,652,263 to be levied for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed to extend the same on the tax books of the City of Bloomington property for the tax levy year 2009.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 28th day of December, 2009.

APPROVED this 29th day of December, 2009.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

RESOLUTION NO. 2009 - 66
A RESOLUTION ABATING TAX LEVY FOR RENT PAYABLE UNDER LEASE
AGREEMENT BETWEEN THE PUBLIC BUILDING COMMISSION, MCLEAN
COUNTY AND THE CITY OF BLOOMINGTON FOR THE OLD CHAMPION
BUILDING AND THE EXPANSION OF THE PARKING GARAGE

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 2003-125 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to enter into an agreement with the Public Building Commission to lease a portion of the old Champion Building and to expand the parking garage, passed December 22, 2003; and

WHEREAS, pursuant to the authority of said home rule ordinances in said election and provisions of all ordinances relating thereto, taxes would be extended against all the taxable property within the City of Bloomington for the year 2009, payable in the year 2010; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay the principal and interest obligations due on said issues in the year 2010.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the year 2009, payable in 2010 for \$229,000.00 and on account of the aforesaid agreement is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the tax year levy 2009.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 28th day of December, 2009.

APPROVED this 29th day of December, 2009.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

RESOLUTION NO. 2009 - 67
A RESOLUTION ABATING TAX LEVY FOR \$15,600,000 GENERAL
OBLIGATION BONDS, SERIES 2004

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City Council on September 27, 2004 passed Ordinance No. 2004-90, "An Ordinance Providing For The Issue Of General Obligation Demand Bonds, Series 2004, Of The City Of Bloomington, McLean County, Illinois, And For The Levy Of A Direct Annual Tax Sufficient To Pay The Principal Of and Interest On Such Bonds And For Certain Revenue Sources To Pay The Principal Of And Interest On Such Bonds, And Related Matters."; and

WHEREAS, Article III of said Ordinance included a levy of taxes on all taxable real estate within the City of Bloomington corporate limits to pay principal and interest on the bonds issued thereby; and

WHEREAS, said Article III provided for the levy of \$1,208,000 in tax year 2009 to pay off a portion of said principal and interest due in 2010, but the City of Bloomington has funds on hand available to pay such principal and interest;

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the levy year 2009 payable in 2010 and on account of the aforesaid \$15,600,000 in bonds be and the same is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the \$1,208,000.00 in real estate taxes for levy 2009 payable in 2010.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 28th day of December, 2009.

APPROVED this 29th day of December, 2009.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

RESOLUTION NO. 2009 - 68
A RESOLUTION ABATING TAX LEVY FOR \$29,445,000 TAXABLE
GENERAL OBLIGATION BONDS, SERIES 2004

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City Council on April 12, 2004 passed Ordinance No. 2004-21, "An Ordinance of the City of Bloomington, McLean County, Illinois, Providing for the Issuance of Taxable General Obligation Bonds, Series 2004, Providing the Details of Such Bonds and for a Levy of Taxes to Pay the Principal of and Interest on Such Bonds, and Related Matters"; and was amended by Ordinance No, 2004-49 passed on June 28, 2004, and;

WHEREAS, Section 8 of said Ordinance 2004-21 included a levy of taxes on all taxable real estate within the City of Bloomington corporate limits to pay principal and interest on the bonds issued thereby; and

WHEREAS, said Section 8 provided for the levy of \$2,850,000.00 in 2009 to pay off a portion of said principal and interest due in 2010, but the City of Bloomington has funds on hand available to pay such principal and interest, and that \$821,868.00 has previously been abated leaving a remaining balance for the 2009 levy of \$2,028,132.00.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the levy year 2009 payable in 2010 and on account of the aforesaid \$29,445,000 in bonds be and the same is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the remaining \$2,028,132.00 in real estate taxes for levy 2009.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 28th day of December, 2009.

APPROVED this 29th day of December, 2009.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

RESOLUTION NO. 2009 - 69
A RESOLUTION ABATING TAX LEVY FOR \$9,900,000 GENERAL
OBLIGATION BONDS, SERIES 2005

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City Council on October 24, 2005 passed Ordinance No. 2005-109 "An Ordinance Of The City Of Bloomington, McLean County, Illinois, Providing For The Issuance Of General Obligation Demand Bonds, Series 2005, Providing the Details of Such Bonds And For The Levy Of Taxes To Pay The Principal Of and Interest On Such Bonds And For Certain Revenue Sources To Pay The Principal Of And Interest On Such Bonds, And Related Matters."; and

WHEREAS, Article 8 of said Ordinance included a levy of taxes on all taxable real estate within the City of Bloomington corporate limits to pay principal and interest on the bonds issued thereby; and

WHEREAS, said Article 8 provided for the levy of \$742,664 in tax year 2009 to pay off a portion of said principal and interest due in 2010, but the City of Bloomington has funds on hand available to pay such principal and interest.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the levy year 2009 payable in 2010 and on account of the aforesaid \$9,900,000 in bonds be and the same is hereby abated for said taxable year, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the \$742,664 in real estate taxes for levy 2009 payable in 2010.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 28th day of December, 2009.

APPROVED this 29th day of December, 2009.

APPROVED:

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

RESOLUTION NO. 2009 - 70
A RESOLUTION ABATING TAX LEVY FOR \$10,000,000 GENERAL
OBLIGATION BONDS, SERIES 2007

ABATEMENT CERTIFICATE

Pursuant to Ordinance No. 2007-70, AN ORDINANCE OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2007, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS AND FOR CERTAIN REVENUE SOURCES TO PAY AND SECURE THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS, adopted by the City Council of the City of Bloomington, Illinois (the “**Issuer**”) on July 23, 2007 (as supplemented and amended, with respect to which undefined terms herein shall have the meanings therein, collectively, the “**Bond Ordinance**”), the undersigned, as Mayor and City Treasurer of the City of Bloomington, Illinois, hereby certify to the McLean County Clerk that it is appropriate to reduce by abatement the tax levies for the year 2009 (to be received in 2010 as provided in Section 9 of the Bond Ordinance (filed on August 16, 2007, with such County Clerk), as follows:

Tax Levy	Amount	New Levy Amount To Continue After Abatement
<u>For the Year:</u>	<u>Abated(\$)</u>	<u>A Tax Sufficient to Produce the Sum of (\$):</u>
2009	713,450.00	161,550.00 (instead of 875,000)

The County Clerk is hereby directed to abate taxes as set forth above and to ascertain the rate per cent required to produce the aggregate tax hereinabove provided to be levied in 2009, inclusive, as shown above to be levied, and to extend the same for collection on the tax books in connection with other taxes levied in such year, in and by the Issuer for general corporate purposes of the Issuer, and in such year levied and collected in like manner as taxes for general corporate purposes for such year is levied and collected and, when collected, such taxes shall be used solely for the purpose of paying the principal of and interest on the Bonds herein described as the same become due and payable. The tax levy shall be abated AND CONTINUED as shown above. Otherwise the Bond Ordinance shall be given effect according to its terms.

We certify compliance with the Bond Ordinance for this filing.

Timothy Ervin
City Treasurer

Stephen F. Stockton
Mayor

Receipt

The County Clerk hereby acknowledges receipt of the above Abatement Certificate this 29th day of December, 2010 and agrees to abate (and continue to extend with respect to the Bond Ordinance, as shown above) the taxes as therein provided.

Peggy Ann Milton
County Clerk

Motion by Alderman Anderson, seconded by Alderman Schmidt that the Resolutions be adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of OSF St. Joseph Medical Center Foundation located at 2200 E. Washington St., for an LB liquor license, which will allow the selling and serving of beer and wine by the glass for consumption on the premise

RECOMMENDATION: Based upon the report from the Liquor Hearing, the Liquor Commission recommends to the City Council that an LB liquor license for OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., be created for a fund raiser to be held on February 19, 2010 from 6:00 – 8:30 p.m., contingent upon compliance with all applicable health and safety codes.

BACKGROUND: The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the application of OSF St. Joseph Medical Center Foundation for a Limited Alcoholic Liquor License, Class LB, which will allow the selling and serving of beer and wine by the glass for consumption on the premise. Present at the hearing were Liquor Commissioner Steven Stockton, George Boyle, Asst. Corporation Counsel, and Tracey Covert, City Clerk; and Patricia O'Dell, Foundation Executive Director and Applicant representative.

Commissioner Stockton questioned the purpose of this application. Patricia O'Dell, Foundation Executive Director and Applicant representative, began by informing the Commission that this application was for a fund raiser for the OSF St. Joseph Medical Center Foundation to be held at the Eastland Medical Plaza I Atrium on Friday, February 19, 2010 from 6:00 to 8:30 p.m. This request was for a Limited License for a nonprofit corporation.

She reminded the Commission that this event had been held in August. The Foundation does not believe that August was the best time of year for the event. The goal was to increase ticket sales. Last year, the month of February was chosen. Attendance at the event was better. Individuals were given the opportunity to come the event midwinter.

This would be the fourteenth or fifteenth World Tour, A Sampling of International Beer, Wine and Food. She noted that taster cups would be used to serve the beer and wine. Commissioner Stockton questioned who would act as servers. Mrs. O'Dell noted that OSF would be working with A. Renee, located at 306 N. Center, Ste. 102, (wine service) and Specialty Imports, Peoria (beer service). George Boyle, Asst. Corporation Counsel, cautioned that A. Renee and Specialty Imports cannot accept orders at the event. Acceptance of same would be the point of sale. A. Renee and Specialty Imports may act as the event's caterers/distributors. Mrs. O'Dell expressed her understanding of same and would share this information with A. Renee and Specialty Imports.

Mrs. O'Dell noted that this year would mark this event's fourteenth or fifteenth anniversary. The event was originally held at Central Station. This will be the eleventh year for it to be held on the OSF campus. There also were corporate sponsors for this event.

Mrs. O'Dell estimated the event attendance at 200. The event recognized OSF/St. Joseph's donor base. Commissioner Stockton noted that he had attended the event in the past. It was a nice and well run event. Dollars raised from this year's event will be used to meet the Foundation's pledge to the hospital. These dollars will be directed towards a new birthing center. A development study was currently underway. Commissioner Stockton informed the Applicant that the license fee would be waived as in the past.

Commissioner Stockton stated that he would recommend to the City Council that an LB liquor license be created for OSF St. Joseph Medical Center Foundation for a fund raiser to be held on February 19, 2010 from 6:00 - 8:30 p.m. at Eastland Medical Plaza I, Atrium, 2200 E. Washington St.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was placed in the press boxes at City Hall.

FINANCIAL IMPACT: None.

Respectfully,

Reviewed and concur:

Stephen F. Stockton
Chairman of Liquor Commission

Randall D. McKinley
Police Chief

Motion by Alderman Anderson, seconded by Alderman Schmidt that an LB liquor license for OSF St. Joseph Medical Center Foundation located at 2200 E. Washington St., be created for a fundraiser to be held on February 19, 2010 from 6:00 – 8:30 p.m., contingent upon compliance with all applicable health and safety codes.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request for a Special Use Permit for a Pharmacy to be Located at 3717 General Electric Road

RECOMMENDATION: That the Special Use be approved and the Ordinance passed.

BACKGROUND: In October, 2009, a petition was received from Troy and Deeda Williams for a Special Use Permit to allow a pharmacy to be constructed at 3717 G E Road. A public hearing was held by the Zoning Board of Appeals (ZBA) on November 18, 2009 to take public input on this request.

Petitioner Troy Williams presented his case describing an approximately three thousand square foot (3,000 sq.), residential appearing building, having parking in the front (north) with a single drive through lane looping around the building and exiting on to Norma Drive. His business plan included specialty and retail pharmaceuticals with a small amount (approximately 25%) of medical only retail. He went to great lengths to explain the difference between his low impact operation and general retail drug stores like Walgreens and CVS.

There were several people at the ZBA to learn and speak concerning this special use; eight (8) of which spoke in opposition. Primary concerns included conformance with the intent of the C-1 Office District; impact of the drive thru; lighting; impact of access and additional traffic on Norma Drive; noise, and hours of operation. Staff provided information concerning other possible uses in the district, including those that could have a drive thru, screening and lighting requirements, and the similarities between this building and operations related to others that could be allowed without public input.

Due to a timing issue with a related code amendment and to provide an opportunity for neighbors and petitioners to meet and discuss the issues, the ZBA continued the case to their December 16, 2009 meeting.

On the evening of December 2, 2009, a meeting was hosted by Alderman Fruin. This meeting brought the petitioner and neighbors together to discuss the project. Staff was also present to clarify code requirements and answer questions. Topics brought up during the ZBA meeting and others were discussed.

The public hearing before the ZBA was reconvened on December 16, 2009. In response to some neighborhood concerns, Mr. Williams presented a modified plan that removed a driveway from Norma Dr. to the parking lot. He again briefed the ZBA concerning his operations; especially the minimal use of the drive thru. Public attendance was substantially reduced during this

continued hearing, with two (2) people speaking in opposition; reiterating the same issues as in previous meetings.

After considering the impact of this request, and the uses that could be allowed without public input, the ZBA voted 7-0 to recommend approval of a Special Use Permit for a pharmacy to be located at 3717 G E Road. Staff respectfully recommends that the Special Use be approved and the Ordinance passed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Publication requirements were met, signs were placed on site, and a direct mailing was sent to all property owners within five hundred (500) feet.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Mark R. Huber
Director, PACE

Barbra Adkins
Deputy City Manager

David A. Hales
City Manager

8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the C-1 zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioners respectfully pray that said special use for said premises be approved.

Respectfully submitted,

Troy Williams

Deeda Williams

ORDINANCE NO. 2009 - 85

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
PHARMACY FOR PROPERTY LOCATED AT: 3717 GE ROAD**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a pharmacy for certain premises hereinafter described in Exhibit A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.6-30 of the Bloomington, City Code, 1960; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

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

1. That the Special Use Permit for a pharmacy on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 28th day of December, 2009.

APPROVED this 29th day of December, 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

3717 GE Road, Bloomington, IL 61704

Tax ID: 15-31-209-015

Legal: Lot 201 in the Resubdivision of Lots 1 and 26 and Outlots 27 and 28 in Sapphire Lake Subdivision, according to the Plat recorded on June 12, 2003 as Document Number 2003-29382, in Bloomington, in McLean County, Illinois.

Alderman Fruin addressed this item. The report was well done. The Petitioner and a neighbor were present this evening. He complimented those who participated in the process. There were two (2) hearings before the Zoning Board of Appeals (ZBA) and a neighborhood meeting. The ZBA placed no restrictions on the petition. The Petitioner expressed their willingness to work with the neighbors to address the drive thru and landscaping.

Motion by Alderman Anderson, seconded by Alderman Schmidt that the Special Use be approved and the Ordinance passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Proposal Analysis for the Renovation Design of the Creativity Center at the Bloomington Center for the Performing Arts, (BCPA)

RECOMMENDATION: That the proposal for the architectural and engineering design services for the renovation of the Creativity Center building located at 107 E. Chestnut Street be awarded to the Farnsworth Group in the amount of \$173,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Staff respectfully requests approval of a contract to engage the Farnsworth Group for the architectural and engineering design services for the renovation of the Creativity Center building located at 107 E. Chestnut Street. A Request for Qualifications for this renovation project was published on August 21, 2009. Qualifications were received until September 17, 2009. A committee, consisting of John Kennedy, Director of Parks, Recreation, and Cultural Arts; Joel Aalberts, Performing Arts Manager, and Bobby Moews, Superintendent of Parks, was appointed and reviewed the qualifications of thirty-one (31) firms. David Young, Facilities Manager for the BCPA, abstained from participation due to his relationship with a couple of the firms who submitted qualifications. Five (5) firms were chosen to submit renovation proposals along with the firm's cost to perform the work. Those five (5) firms are listed below:

- Francois & Associates – Bloomington, IL\$172,800
- Farnsworth Group – Bloomington, IL\$173,000* Recommended
- LZT Associates – Peoria, IL\$185,000
- Hartshorne Plunkard Architecture – Chicago, IL\$198,000
- Hammond Beeby Rupert Ainge, Inc – Chicago, IL\$229,000

The review of these proposals was completed on December 2, 2009 using the criteria of each firm’s experience with existing building renovation/restoration, the ability to complete design within the time line, and cost. Mr. Young was involved with the committee’s review of the proposals as there were no longer any conflicts with remaining firms who submitted proposals.

The Farnsworth Group is being recommended as the firm offering the best product proposal, engineering and design team, time line, and end value to the City. Their proposal was deemed to be preferred over all other proposals as it demonstrated design concepts that showed their full understanding of the project and brought out their design creativity. Their ability to offer all services in-house and quickly mobilize, as needed, adds considerable value to their proposal. In addition, they have demonstrated extensive experience in construction management of a project of this size.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: There were numerous community groups involved. Past and future users of the BCPA supplied input of their needs during the fact finding period when planning for its renovation. Further input was received from Heartland Community College and the Parks, Recreation and Cultural Arts Department.

FINANCIAL IMPACT: The cost to engage the Farnsworth Group for this project is \$173,000. Funding for this contract will come from the Cultural District Capital Campaign funds. All funds in the Capital Campaign were raised through local donations and currently have a balance of \$874,990.

Respectfully submitted for Council consideration.

Prepared by:

John Kennedy
Director of Parks, Recreation & Cultural Arts

Reviewed by:

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency:

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

Alderman Anderson noted the project’s cost, (\$2 million). David Hales, City Manager, addressed the Council. This figure was a rough estimate. The design work needed to be completed first. There has been a separate capital campaign for this building.

Alderman Anderson noted that once renovated the building would become a City facility. Mr. Hales noted that City staff had not identified all of the operating costs and the various funding sources. Alderman Anderson noted that no General Fund dollars would be spent. Private donations would be used to renovate this building. The City is not able to support an additional facility at this time.

Mayor Stockton questioned costs, operations, maintenance, and staffing. Mr. Kennedy reminded the Council that the Creativity Center was owned by the City. Currently, there also were two (2) tenants, (the Passion Play and Illinois Symphony Orchestra). The project would be phased. Phase I would address office rental and performance space. Space would be put under contract with local groups/organizations, (tenant rentals). Phase II would address the long term. A needs assessment would be conducted which would address changing the former physician's building into a City facility.

Mayor Stockton questioned if the City would be bound to move on to Phase II. Mr. Kennedy noted that the federal grant was only for the building's renovation.

Alderman Anderson questioned the \$173,000. Mr. Kennedy noted that these dollars were from private donations. If this project is not completed, then the City would have to reach a decision on these funds and what is needed.

Alderman Stearns noted that this building was a part of the BCPA's original capital campaign. She questioned if these dollars could be spent elsewhere. Mr. Kennedy restated that these dollars were solicited for this purpose. The Creativity Center was a part of the original plan for the Cultural District. The first phase addressed the BCPA. The second phased addressed the Creativity Center. Alderman Stearns questioned the length of the campaign. Mr. Kennedy informed the Council that the Campaign Chairperson was present this evening. The Capital Campaign was fifty percent (50%) complete.

Alderman Huette questioned the percentage of space utilized in the building excluding the City staff's office. Mr. Kennedy restated that the remaining use would be paid for. Rental rates would have to be set. Thirty to forty percent (30 – 40%) of the building is currently being used. A current issue was the limited HVAC (Heating, Ventilating, Air Conditioning), system.

Alderman McDade questioned when the building had been acquired. Mr. Kennedy believed the building was purchased a year or two (2) after the Cultural District had been created. It was a part of the Cultural District's overall vision and original mission. Alderman McDade questioned operations and maintenance costs. Mr. Kennedy noted that these questions would be addressed as part of the design process. He restated the issue of the limited HVAC system.

Mayor Stockton noted that this project had the Cultural District Commission's support. He suggested that the Commission should address the Council. He encouraged

Mr. Kennedy to meet with the Commission prior to this item appearing before the Council for a vote.

Alderman Sage acknowledged Aldermen Anderson and McDade's comments. He wanted to assure that the City was moving in the right direction. He added his concern regarding long term costs for the facility. He expressed his interest in a business plan which included rental income.

Mr. Kennedy restated that the design phase would assist with an analysis of costs, from the HVAC system to rental income, etc. Alderman Sage restated his interest in a detailed analysis. He noted that these were private dollars. He was concerned with the overall intent.

Alderman Huette recommended that this item be returned to the Commission. He noted that the design would be the initial investment.

Alderman Anderson noted that the average cost per square foot should be available. He expressed his concern about the impact upon the Capital Campaign. He added his concern regarding the annual operating costs for the building.

Alderman Schmidt noted that this facility was part of the original mission of the Cultural District. The preliminary work was done. There was interest in this facility within the community.

Alderman McDade questioned if construction would be completed by the end of 2010. She was not ready to move forward on this item.

Mayor Stockton recommended that this item be laid over. City staff should meet with the Commission to request a business plan. The City could accept the federal grant and would not be required to move forward with this project.

Mr. Kennedy hoped that the Council would respond affirmatively to the federal grant. There would be no increase to maintenance and/or janitorial costs. The HVAC system was an unknown.

Mayor Stockton did not want to discourage project donations. He wanted the City to move ahead carefully to insure the project would work for the City. He wanted to see a concrete plan.

Alderman Anderson requested that the plan include projected operating costs.

Alderman McDade requested that the plan also include some established uses and forecasting for some new planned uses.

Alderman Fruin recommended that this item be laid over for one (1) month.

Alderman Sage requested a Work Session on this item prior to it reappearing on a Council agenda.

Mayor Stockton stated the limited time prior to the Council's January 11, 2010 meeting. He recommended that the Work Session be scheduled prior to the Council's January 25, 2010 meeting. He restated that the Council was interested in a business plan and the goals for the facility.

Mr. Hales noted that City staff would present a business plan with future commitments. The Work Session would be scheduled for January 25, 2010.

Alderman Stearns noted that dollars had been donated for this project. She questioned if there were other uses for these dollars. She questioned the donors' perceptions and expectations. The City was planning for something that it cannot afford. The City cannot move forward on this project. It would be counter productive. Fundraising without a plan was difficult as the two were related.

Mayor Stockton directed City staff to advise the Commission that the Council had a mission for them.

Motion by Alderman Fruin, seconded by Alderman Anderson that this item be laid over until the Council's February 8, 2010 meeting.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order #2 for Mitsubishi Motorway from Six Points Road to North of Sugar Creek (MFT Section 05-00332-00-PV)

RECOMMENDATION: That the Change Order in the amount of \$17,414.48 to the contract with Rowe Construction Co. for the Mitsubishi Motorway from Six Points Road to north of Sugar Creek be approved and the Resolution adopted.

<u>Fund Information</u>	<u>Current Contract</u>	<u>Change Order #2</u>	<u>Fund Totals</u>
Motor Fuel Tax (X20300-72530)	\$2,167,576.07	\$ 17,414.48	\$2,184,990.55
Storm Water Mgmt (X55200-72550)	\$ 665,434.32	\$ 0.00	\$ 665,434.32
Water Depreciation (X50200-72540)	\$ 182,137.38	\$ 0.00	\$ 182,137.38

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the December 28, 2009 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$17,414.48 in the contract between the City of Bloomington and Rowe Construction Co., for Mitsubishi Motorway from Six Points Road to North of Sugar Creek be approved.

ADOPTED this 28th day of December, 2009.

APPROVED this 29th day of December, 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Anderson stated his issue with change orders. Change orders appear before the Council on a regular basis. He was bothered by same. He wanted to make a point to City staff and contractors to have a better handle on project expenses. He added his interest in a report which addressed the percentage of change order by contractor.

Mayor Stockton encouraged the Council to look for a complete explanation.

Alderman Schmidt questioned the advantage of contracts which include a not to exceed cost. David Hales, City Manager, addressed the Council. Contracts with not to exceed cost clauses generally involve services, (consulting, design, engineering, etc.) Street projects were much more difficult. These contracts were based on unit costs. Each item is bid individually. City staff can review the design phase. He did not believe that there would be one hundred percent (100%) certainty with infrastructure projects. The goal would be to minimize change orders going forward.

Alderman Anderson requested that each contractor be measured and ranked by ability to meet deadline, stay with cost, etc. Mr. Hales noted that performance measurements would be a part of the City's future plans.

Alderman Sage requested summary information, (change orders as a percentage of the overall contract).

Mayor Stockton added that history and accountability should also be addressed.

Alderman Hanson noted that this item would not be the final change order. Issues were still being negotiated. Mr. Hales affirmed this statement. There had been numerous meetings held. The dispute involved the final amount.

Motion by Alderman Anderson, seconded by Alderman Hanson that the Change Order in the amount of \$17,414.48 to the contract with Rowe Construction Co., for the Mitsubishi Motorway from Six Points Road to north of Sugar Creek be approved, and the Resolution adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Release of Grant Funds for Renovation the Bloomington Center for the Performing Arts' Creativity Center

RECOMMENDATION: That Council authorize the City Manager sign the Request for Release of Funds and Certification to release the payment of a \$166,250 Housing and Urban Development Grant for the renovation of the Bloomington Center for the Performing Arts' Creativity Center.

BACKGROUND: This spring the Bloomington Center for the Performing Arts (BCPA) received notice that it was the recipient of a \$166,250 grant from the US Department of Housing and Urban Development (HUD) to be used to renovate the Creativity Center building. The grant was part of the H.R. 1105 Omnibus Appropriations Act of 2009.

An Environmental Impact review was required to complete the grant application process. BCAP staff worked with the PACE Department, as this office is the responsible agency for these services in this area, in order to complete this step. Through discussion with BCPA staff, the Code Enforcement Office determined a "Finding of No Significant Environmental Impact," which moved the grant to its final step, the release of grant funds.

Initial planning is already underway for the Creativity Center. Architects submitted proposals which have been reviewed and a selection recommendation for the renovation also appears on the Council's agenda. The final fundraising mechanisms necessary to complete the project are being put into place.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Earmarked grants from Congressman Tim Johnson's office. Congressman Johnson also assisted with funding for the BCPA renovation.

FINANCIAL IMPACT: This Federal Stimulus grant requires no matching amount. Furthermore, no City funds will be used to complete the renovation. If it is determined at a future date to not continue with the renovation of the Creativity Center, these funds will need to be returned to the granting agency.

With the receipt of this grant, private fundraising for the renovation of the Creativity Center will top \$1 million in what is expected to be a \$2.25 million project.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

John Kennedy
Director of Parks, Recreation & Cultural Arts

Barbara J. Adkins
Deputy City Manager

Recommended by:

David A. Hales
City Manager

(REQUEST FOR RELEASE OF FUNDS ON FILE IN CLERK'S OFFICE)

Alderman Sage stated that no taxpayer dollars were being used. David Hales, City Manger, addressed the Council. These dollars were federal earmarked funds from US Congressman Tim Johnson's office.

Alderman McDade noted that there were two (2) items on the meeting's agenda which addressed the Bloomington Center for the Performing Arts, (BCPA), Creativity Center. She questioned the relationship between the two (2) items and if there were part of a larger project. Mr. Hales noted that the federal dollars can only be used for the BCPA's Creativity Center. The federal money was part of the stimulus grant dollars. The Creativity Center item involved private fund raiser for this building's renovation. He noted that money was still being raised for the building's design and renovation. These private dollars could only be used for the Creativity Center.

Mayor Stockton noted that the City would reserve the federal money as currently there was no planned expenditure.

Alderman Schmidt addressed the big picture, (operations and programming).

Alderman McDade expressed her interest in the whole picture. She added that her concerns had been made known.

John Kennedy, Director – Parks, Recreation & Cultural Arts, addressed the Council. The grant dollars from Congressman Johnson can only be used to renovate the Creativity Center. He added that City dollars would not be used for the building's design and renovation. A Capital Campaign was under way with \$1 million earmarked for the Creativity Center's renovation. He believed that half of dollars needed had been raised. The City needed a plan to attract additional donors and tenants. This project would be paid for with private dollars.

Alderman McDade stated that her concerns had been made known.

Motion by Alderman McDade, seconded by Alderman Anderson that Council authorize the City Manager to sign the Request for Release of Funds and Certification to release the payment of a \$166,250 Housing and Urban Development Grant for the renovation of the Bloomington Center for the Performing Arts' Creativity Center.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids and Approval of Contract for Downtown Tax Increment Financing (TIF) District Water Main Construction, Base Bid and Alternate #1 (Wards 4 & 6)

RECOMMENDATION: That the bid for Downtown TIF District Water Main Construction, Base Bid and Alternate #1, from George Gildner, Inc., be approved in an amount of \$414,990 with payment from the Downtown TIF Fund (X40300-72560), and the Mayor and City Clerk be authorized to execute the necessary documents, with such change orders that may be approved by Council.

BACKGROUND: On November 9, 2009, Council approved Resolution Number 2009 – 52, A Resolution Setting Priority Projects for the Downtown Tax Increment Financing District, which authorized the expenditure of Downtown TIF funds for water main replacement projects.

Staff prepared various contingencies for water system projects, dependent upon available TIF funds. These contingencies took the form of a base bid and three (3) alternates. The base bid and alternate #1 were originally envisioned as one (1) project, with alternate #2 and #3 being

separate projects. As the bids and funding needs for other TIF projects became known, it was determined that there would only be funding available for the Prairie Street water main, (the base bid and alternate #1).

The Prairie Street water main replacement project, (the base bid and alternate #1), is a project that involves the replacement of a four inch (4”) diameter water main, obsolete fire hydrants, and all active water service lines from the water main to the property line on Mulberry Street from the alley between East and Prairie Streets to Prairie Street and then on Prairie Street from Mulberry to Washington Street. Bids were received and opened at 2:00 PM on Friday, December 18, 2009 in the City Council Chambers.

	<u>Base Bid</u> (Mulberry/Prairie)	<u>Alternate #1</u> (Prairie Street)	<u>Alternate #2</u> (Gridley Street)	<u>Alternate #3</u>	<u>Total</u> (Monroe Street)
George Gildner, Inc.	\$172,425.00	\$242,565.00	\$132,240.00	\$83,505.00	\$630,735.00
Stark Excavating, Inc.	\$162,437.00	\$290,797.00	\$161,672.58	\$84,789.00	\$699,695.58
Hoerr Construction, Inc.	\$176,429.00	\$285,433.50	\$167,102.00	\$93,391.00	\$722,355.50
Engineer’s Estimate	\$175,375.00	\$282,525.00	\$162,537.50	\$73,240.00	\$693,677.50
Budget: Downtown TIF (X40300-72560)				\$ 1,900,000	

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Downtown Bloomington Association.

FINANCIAL IMPACT: Funds for this work are available from the Downtown TIF Fund (X40300-72560).

Respectfully submitted for Council consideration.

Prepared by:	Reviewed as to legal sufficiency:	Recommended by:
Craig M. Cummings Director of Water	J. Todd Greenburg Corporation Counsel	David A. Hales City Manager

(CONTRACT ON FILE IN CLERK’S OFFICE)

Mayor Stockton introduced this item. David Hales, City Manager, addressed the Council. He stated that there was \$1.9 million remaining in the Downtown TIF (Tax Increment Financing). He noted the efforts made by City staff.

Barb Adkins, Deputy City Manager, addressed the Council. She reviewed the presentation made to the Council on November 9, 2009 in which a variety of projects had been cited. The Farnsworth Group had been selected as the design firm. City staff was pleased with the streetscape bids. City staff does not anticipate change orders. She noted that representatives of the Farnsworth Group and the Downtown Business Association’s Executive Director, Erika Kubsch, were also present this evening.

Mayor Stockton summarized each item with its' projected cost.

Motion by Alderman Hanson, seconded by Alderman Anderson that the bid for Downtown TIF District Water Main Construction, Base Bid and Alternate #1, from George Gildner, Inc., be approved in an amount of \$414,990 with payment from the Downtown TIF Fund (X40300-72560), and the Mayor and City Clerk be authorized to execute the necessary documents, with such change orders that may be approved by Council.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Approval of the Harriet Fuller Rust Façade Grants

RECOMMENDATION: That the façade grants be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: On November 9th the City Council approve Resolution No. 2009 – 52, A Resolution Setting Priority Projects for the Downtown Tax Increment Financing District, which authorized the expenditure of up to \$200,000 to be used for Harriet Fuller Rust Façade Grants. The challenge to the Downtown Bloomington Association (DBA), grant applicants, and staff was that grants had to be approved by the December 28, 2009 Council meeting. Given that charge the following activities were put in motion to accomplish this goal.

The first item put in place was the responsibility of the DBA as the point of contact for notifying probable applicants and accepting those applications. Notices were sent by the DBA outlining the program and setting a meeting to explain the details. The meeting was set for the evening of November 19th.

Prior to the DBA's meeting on the evening of November 19, 2009, the Historic Preservation Commission (HPC) was called to order to not only to explain the program but to outline their responsibilities in the process. In an effort to meet and have all of the cases to the Council by their December 28, 2009 meeting, the HPC agreed to schedule two (2) additional meetings to hear grant requests and make their recommendation to the Council. Since the HPC would not have the luxury of requesting additional information; postponing cases to a later date; or work on cases individually, they established protocols to assist in their decision making. In short, they developed a list of preservation categories and ranked them in order of importance to the grants. In order of importance they were as follows:

Preservation of historic properties
Restoration of historic properties
Preserve non-historic properties
Restore non-historic properties
Maintenance of historic properties
Maintenance of non-historic properties

Note: no requests were submitted for non-historic properties so those associated categories were dropped.

Upon completion of the HPC's meeting, City staff and DBA representatives held a meeting with approximately ten (10) citizens interested in applying for the façade grants. They were provided information concerning the very short application window (December 3rd deadline), the need for complete applications, and the necessity to pay prevailing wages.

The DBA started collecting applications for the program which were all date and time stamped as they were received. By the December 3rd deadline, DBA had received twenty-five (25) grant applications totaling approximately \$337,000, and representing nearly \$900,000 worth of work.

On December 7th, HPC Chair and City staff reviewed all submissions for completeness and applicability to the program. At that time, three (3) cases were determined to be ineligible, portions of two (2) applications were disallowed, and two (2) additional applications were permitted to move forward to the HPC for interpretation of their applicability. A total of twenty-two (22) applications were forwarded to the HPC.

The HPC met on Thursday, December 10th, and conducted a Work Session where all applications were reviewed. Applicants were present to provide information concerning their requests. The HPC classified each application according to their predetermined standards. The chart titled "Base Line" represents the projects and categories at the completion of this session.

On Tuesday, December 15th, the HPC held a Public Hearing. During this meeting they sought additional information on several cases; allowed petitioners to provide information if they were not able to at the previous meeting, and began the work of sorting through the applications for final consideration. During these deliberations the Board determined that the projects submitted for 301 E. Grove Street did not meet the standards and intent of the grant program and were disqualified. Additionally, projects at 220 E. Front Street and 401 N. Main Street were withdrawn by the applicants. The withdrawing applicants determined that they could complete their projects at less cost if they were not held to prevailing wages as required by the grant; (even with the grant request applied). The HPC completed their task by evaluating each project according to importance of the project to the building's preservation; duplicity of application by building or applicants; and finally, the date and time the project was received by the DBA. The chart labeled "FINAL" summarizes the HPC's final action.

Upon completion of their work, the HPC moved to recommend to the City Council that grants be awarded as follows.

Tim and Vicki Tilton	200 W. Monroe St.	\$20,000
Celeste Hochhalter	107 W. Monroe St.	\$5,725
Celeste Hochhalter	107 W. Monroe St.	\$9,941
Mike Nurceski	110 W. Washington St.	\$20,000
Frank and Andrea Hoffman	401 N. Main St.	\$19,500
Joe and Ruth Haney	101 N. Lee St.	\$20,000
Fred Wollrab	315 E. Front St.	\$14,837
Harold Boyd and Rhea Edge	313 N. Main St.	\$20,000
RJV Properties LLC	414 N. Main St.	\$10,976
Parker McLean County Enterprises	207 E. Washington St.	\$19,382
Jack Bataoel	602 N. Main St.	\$14,174
Mark D Johnson	115 W. Front St.	\$20,000
RJV Properties LLC	413 N. Main St.	\$4,227
Heritage Enterprises	115 W. Jefferson St.	\$8,950

On December 22, 2009, it was determined that an error was made during the intake. The Wollrab application related to the amount of work proposed and the applicable grant amount. Total cost of work should have been \$29,675 with a grant amount of \$14,837. The additional \$7,713 will be covered with Downtown TIF funds as other projects have come in under their proposed budgets.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: All contacts were made by the DBA via e-mail and personal visits to possible applicants.

FINANCIAL IMPACT: The City will provide \$200,000 in Downtown TIF dollars to fourteen (14) properties for façade improvements to improve the look and ambience of Downtown’s central core.

Respectfully submitted for Council consideration.

Prepared by:

Mark R. Huber
Director, PACE

Reviewed by:

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency:

Rosalee Dodson
Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

THIS AGREEMENT, entered into this 29th day of December, 2009, between the City of Bloomington, Illinois (hereinafter referred to as "City") and the following designated OWNER/LESSEE, to witness:

Owner's/Lessee's Name:	Mark D. Johnson
Address of Property to be Improved:	115 W. Front St. (Bloomington, IL)
Work Summary:	Window Replacement

WITNESSETH:

WHEREAS, the City developed the Harriet Fuller Rust Façade Program, which offers financial incentives to improve the appearance and quality of storefronts in the center core area; and

WHEREAS, said Program is funded entirely by the City in recognition of the positive impact individual façade renovations can have on the overall appearance and quality of the downtown streetscape; and

WHEREAS, pursuant to the Program and subject to the City's sole discretion, property and business owners within the target area are eligible to apply for grants not to exceed 50% of the total cost of qualified façade rehabilitation, with a maximum grant amount of \$20,000 per contract; and

WHEREAS, the OWNER'S/LESSEE'S property is located within the target area, and the OWNER/LESSEE desires to participate in the Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the OWNER/LESSEE do hereby agree as follows:

SECTION 1. With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER'S/LESSEE'S property, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project. The actual total reimbursement amount for façade improvements per this Agreement is **\$20,000.00**. The improvement costs, which are eligible for City reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work to be performed as provided under this Agreement.

SECTION 2. Only structurally sound buildings with safely functioning mechanical, electrical, plumbing systems will be considered for the grant. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is demonstrated hardship.

SECTION 3. All contractors and subcontractors used for work funded by this grant must be licensed as required by law and must be able to demonstrate such qualifications. Such

contractors and subcontractors shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for all laborers, workers and mechanics performing work funded by this grant. Such contractor and subcontractor must further stipulate that he or she has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, upon completion of the work funded by this grant, all contractors and subcontractors, must submit to the City certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor and subcontractor is aware that knowingly filing false records is a Class B Misdemeanor.

SECTION 4. Upon completion of the improvements and upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers issue a check to the OWNER/LESSEE as reimbursement for the façade improvements, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project.

SECTION 5. If the OWNER/LESSEE or the OWNER/LESSEE contractor fails to complete the improvement work provided for herein in conformity with the proposed plans, design drawings, and specifications of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION 6. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the City for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

SECTION 7. This Agreement shall be binding upon the City and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8. The OWNER/LESSEE releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements, including, but not limited to, actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et. seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section shall survive the completion of said façade improvements.

SECTION 9. No City officer, employee, spouse or dependent of the same shall be interested directly or indirectly in any façade grant. No grant funds shall be assigned or pledged to any third party, nor be used for any purpose other than reimbursement of project costs as approved by the City.

SECTION 10. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

CITY OF BLOOMINGTON, ILLINOIS
A Municipal Corporation

OWNER/LESSEE

By: Stephen F. Stockton, Mayor

By: Mark D. Johnson

Attest: Tracey Covert, City Clerk

THIS AGREEMENT, entered into this 29th day of December, 2009, between the City of Bloomington, Illinois (hereinafter referred to as “City”) and the following designated OWNER/LESSEE, to witness:

Owner’s/Lessee’s Name:	Fred Wollrab
Address of Property to be Improved:	315 E. Front St. (Bloomington, IL)
Work Summary:	Repair/Replace Masonry & Store Front

WITNESSETH:

WHEREAS, the City developed the Harriet Fuller Rust Façade Program, which offers financial incentives to improve the appearance and quality of storefronts in the center core area; and

WHEREAS, said Program is funded entirely by the City in recognition of the positive impact individual façade renovations can have on the overall appearance and quality of the downtown streetscape; and

WHEREAS, pursuant to the Program and subject to the City’s sole discretion, property and business owners within the target area are eligible to apply for grants not to exceed 50% of the total cost of qualified façade rehabilitation, with a maximum grant amount of \$20,000 per contract; and

WHEREAS, the OWNER’S/LESSEE’S property is located within the target area, and the OWNER/LESSEE desires to participate in the Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the OWNER/LESSEE do hereby agree as follows:

SECTION 1. With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER’S/LESSEE’S property, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project. The actual total reimbursement amount for façade improvements per this Agreement is **\$14,837.00**. The improvement costs, which are eligible for City reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work to be performed as provided under this Agreement.

SECTION 2. Only structurally sound buildings with safely functioning mechanical, electrical, plumbing systems will be considered for the grant. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is demonstrated hardship.

SECTION 3. All contractors and subcontractors used for work funded by this grant must be licensed as required by law and must be able to demonstrate such qualifications. Such contractors and subcontractors shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for all laborers, workers and mechanics performing work funded by this grant. Such contractor and subcontractor must further stipulate that he or she has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, upon completion of the work funded by this grant, all contractors and subcontractors, must submit to the City certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor and subcontractor is aware that knowingly filing false records is a Class B Misdemeanor.

SECTION 4. Upon completion of the improvements and upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers issue a check to the OWNER/LESSEE as reimbursement for the façade improvements, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project.

SECTION 5. If the OWNER/LESSEE or the OWNER/LESSEE contractor fails to complete the improvement work provided for herein in conformity with the proposed plans, design drawings, and specifications of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION 6. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the City for approval. Such approval shall not be unreasonably withheld if the

proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

SECTION 7. This Agreement shall be binding upon the City and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8. The OWNER/LESSEE releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements, including, but not limited to, actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et. seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section shall survive the completion of said façade improvements.

SECTION 9. No City officer, employee, spouse or dependent of the same shall be interested directly or indirectly in any façade grant. No grant funds shall be assigned or pledged to any third party, nor be used for any purpose other than reimbursement of project costs as approved by the City.

SECTION 10. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

CITY OF BLOOMINGTON, ILLINOIS
A Municipal Corporation

OWNER/LESSEE

By: Stephen F. Stockton, Mayor

By: Fred Wollrab

Attest: Tracey Covert, City Clerk

THIS AGREEMENT, entered into this 29th day of December, 2010, between the City of Bloomington, Illinois (hereinafter referred to as “City”) and the following designated OWNER/LESSEE, to witness:

Owner’s/Lessee’s Name:	Heritage Enterprises
Address of Property to be Improved:	115 W. Jefferson St. (Bloomington, IL)
Work Summary:	Paint Caulk Windows

WITNESSETH:

WHEREAS, the City developed the Harriet Fuller Rust Façade Program, which offers financial incentives to improve the appearance and quality of storefronts in the center core area; and

WHEREAS, said Program is funded entirely by the City in recognition of the positive impact individual façade renovations can have on the overall appearance and quality of the downtown streetscape; and

WHEREAS, pursuant to the Program and subject to the City’s sole discretion, property and business owners within the target area are eligible to apply for grants not to exceed 50% of the total cost of qualified façade rehabilitation, with a maximum grant amount of \$20,000 per contract; and

WHEREAS, the OWNER’S/LESSEE’S property is located within the target area, and the OWNER/LESSEE desires to participate in the Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the OWNER/LESSEE do hereby agree as follows:

SECTION 1. With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER’S/LESSEE’S property, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project. The actual total reimbursement amount for façade improvements per this Agreement is **\$8,950.00**. The improvement costs, which are eligible for City reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work to be performed as provided under this Agreement.

SECTION 2. Only structurally sound buildings with safely functioning mechanical, electrical, plumbing systems will be considered for the grant. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is demonstrated hardship.

SECTION 3. All contractors and subcontractors used for work funded by this grant must be licensed as required by law and must be able to demonstrate such qualifications. Such

contractors and subcontractors shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for all laborers, workers and mechanics performing work funded by this grant. Such contractor and subcontractor must further stipulate that he or she has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, upon completion of the work funded by this grant, all contractors and subcontractors, must submit to the City certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor and subcontractor is aware that knowingly filing false records is a Class B Misdemeanor.

SECTION 4. Upon completion of the improvements and upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers issue a check to the OWNER/LESSEE as reimbursement for the façade improvements, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project.

SECTION 5. If the OWNER/LESSEE or the OWNER/LESSEE contractor fails to complete the improvement work provided for herein in conformity with the proposed plans, design drawings, and specifications of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION 6. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the City for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

SECTION 7. This Agreement shall be binding upon the City and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8. The OWNER/LESSEE releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements, including, but not limited to, actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et. seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section shall survive the completion of said façade improvements.

SECTION 9. No City officer, employee, spouse or dependent of the same shall be interested directly or indirectly in any façade grant. No grant funds shall be assigned or pledged to any third party, nor be used for any purpose other than reimbursement of project costs as approved by the City.

SECTION 10. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

CITY OF BLOOMINGTON, ILLINOIS
A Municipal Corporation

OWNER/LESSEE

By: Stephen F. Stockton, Mayor

By: Heritage Enterprises

Attest: Tracey Covert, City Clerk

THIS AGREEMENT, entered into this 29th day of December, 2009, between the City of Bloomington, Illinois (hereinafter referred to as “City”) and the following designated OWNER/LESSEE, to witness:

Owner’s/Lessee’s Name:	Joe and Ruth Haney
Address of Property to be Improved:	101 N. Lee St. (Bloomington, IL)
Work Summary:	Tuckpointing, Plaster Removal, New Doors

WITNESSETH:

WHEREAS, the City developed the Harriet Fuller Rust Façade Program, which offers financial incentives to improve the appearance and quality of storefronts in the center core area; and

WHEREAS, said Program is funded entirely by the City in recognition of the positive impact individual façade renovations can have on the overall appearance and quality of the downtown streetscape; and

WHEREAS, pursuant to the Program and subject to the City’s sole discretion, property and business owners within the target area are eligible to apply for grants not to exceed 50% of the total cost of qualified façade rehabilitation, with a maximum grant amount of \$20,000 per contract; and

WHEREAS, the OWNER’S/LESSEE’S property is located within the target area, and the OWNER/LESSEE desires to participate in the Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the OWNER/LESSEE do hereby agree as follows:

SECTION 1. With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER’S/LESSEE’S property, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project. The actual total reimbursement amount for façade improvements per this Agreement is **\$20,000.00**. The improvement costs, which are eligible for City reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work to be performed as provided under this Agreement.

SECTION 2. Only structurally sound buildings with safely functioning mechanical, electrical, plumbing systems will be considered for the grant. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is demonstrated hardship.

SECTION 3. All contractors and subcontractors used for work funded by this grant must be licensed as required by law and must be able to demonstrate such qualifications. Such contractors and subcontractors shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for all laborers, workers and mechanics performing work funded by this grant. Such contractor and subcontractor must further stipulate that he or she has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, upon completion of the work funded by this grant, all contractors and subcontractors, must submit to the City certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor and subcontractor is aware that knowingly filing false records is a Class B Misdemeanor.

SECTION 4. Upon completion of the improvements and upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers issue a check to the OWNER/LESSEE as reimbursement for the façade improvements, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project.

SECTION 5. If the OWNER/LESSEE or the OWNER/LESSEE contractor fails to complete the improvement work provided for herein in conformity with the proposed plans, design drawings, and specifications of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION 6. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the City for approval. Such approval shall not be unreasonably withheld if the

proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

SECTION 7. This Agreement shall be binding upon the City and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8. The OWNER/LESSEE releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements, including, but not limited to, actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et. seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section shall survive the completion of said façade improvements.

SECTION 9. No City officer, employee, spouse or dependent of the same shall be interested directly or indirectly in any façade grant. No grant funds shall be assigned or pledged to any third party, nor be used for any purpose other than reimbursement of project costs as approved by the City.

SECTION 10. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

CITY OF BLOOMINGTON, ILLINOIS
A Municipal Corporation

OWNER/LESSEE

By: Stephen F. Stockton, Mayor

By: Joe Haney

Ruth Haney

Attest: Tracey Covert, City Clerk

THIS AGREEMENT, entered into this 29th day of December, 2009, between the City of Bloomington, Illinois (hereinafter referred to as “City”) and the following designated OWNER/LESSEE, to witness:

Owner’s/Lessee’s Name:	Harold Boyd and Rhea Edge
Address of Property to be Improved:	313 N. Main St. (Bloomington, IL)
Work Summary:	Structural

WITNESSETH:

WHEREAS, the City developed the Harriet Fuller Rust Façade Program, which offers financial incentives to improve the appearance and quality of storefronts in the center core area; and

WHEREAS, said Program is funded entirely by the City in recognition of the positive impact individual façade renovations can have on the overall appearance and quality of the downtown streetscape; and

WHEREAS, pursuant to the Program and subject to the City’s sole discretion, property and business owners within the target area are eligible to apply for grants not to exceed 50% of the total cost of qualified façade rehabilitation, with a maximum grant amount of \$20,000 per contract; and

WHEREAS, the OWNER’S/LESSEE’S property is located within the target area, and the OWNER/LESSEE desires to participate in the Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the OWNER/LESSEE do hereby agree as follows:

SECTION 1. With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER’S/LESSEE’S property, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project. The actual total reimbursement amount for façade improvements per this Agreement is **\$20,000.00**. The improvement costs, which are eligible for City reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work to be performed as provided under this Agreement.

SECTION 2. Only structurally sound buildings with safely functioning mechanical, electrical, plumbing systems will be considered for the grant. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is demonstrated hardship.

SECTION 3. All contractors and subcontractors used for work funded by this grant must be licensed as required by law and must be able to demonstrate such qualifications. Such

contractors and subcontractors shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for all laborers, workers and mechanics performing work funded by this grant. Such contractor and subcontractor must further stipulate that he or she has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, upon completion of the work funded by this grant, all contractors and subcontractors, must submit to the City certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor and subcontractor is aware that knowingly filing false records is a Class B Misdemeanor.

SECTION 4. Upon completion of the improvements and upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers issue a check to the OWNER/LESSEE as reimbursement for the façade improvements, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project.

SECTION 5. If the OWNER/LESSEE or the OWNER/LESSEE contractor fails to complete the improvement work provided for herein in conformity with the proposed plans, design drawings, and specifications of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION 6. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the City for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

SECTION 7. This Agreement shall be binding upon the City and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8. The OWNER/LESSEE releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements, including, but not limited to, actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et. seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section shall survive the completion of said façade improvements.

SECTION 9. No City officer, employee, spouse or dependent of the same shall be interested directly or indirectly in any façade grant. No grant funds shall be assigned or pledged to any third party, nor be used for any purpose other than reimbursement of project costs as approved by the City.

SECTION 10. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

CITY OF BLOOMINGTON, ILLINOIS
A Municipal Corporation

By: Stephen F. Stockton, Mayor

Attest: Tracey Covert, City Clerk

OWNER/LESSEE

By: Harold Boyd

Rhea Edge

THIS AGREEMENT, entered into this 29th day of December, 2009, between the City of Bloomington, Illinois (hereinafter referred to as “City”) and the following designated OWNER/LESSEE, to witness:

Owner’s/Lessee’s Name:	Frank and Andrea Hoffman
Address of Property to be Improved:	401 N. Main St. (Bloomington, IL)
Work Summary:	Tuckpointing, Façade Repairs

WITNESSETH:

WHEREAS, the City developed the Harriet Fuller Rust Façade Program, which offers financial incentives to improve the appearance and quality of storefronts in the center core area; and

WHEREAS, said Program is funded entirely by the City in recognition of the positive impact individual façade renovations can have on the overall appearance and quality of the downtown streetscape; and

WHEREAS, pursuant to the Program and subject to the City’s sole discretion, property and business owners within the target area are eligible to apply for grants not to exceed 50% of the total cost of qualified façade rehabilitation, with a maximum grant amount of \$20,000 per contract; and

WHEREAS, the OWNER’S/LESSEE’S property is located within the target area, and the OWNER/LESSEE desires to participate in the Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the OWNER/LESSEE do hereby agree as follows:

SECTION 1. With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER’S/LESSEE’S property, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project. The actual total reimbursement amount for façade improvements per this Agreement is **\$19,500.00**. The improvement costs, which are eligible for City reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work to be performed as provided under this Agreement.

SECTION 2. Only structurally sound buildings with safely functioning mechanical, electrical, plumbing systems will be considered for the grant. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is demonstrated hardship.

SECTION 3. All contractors and subcontractors used for work funded by this grant must be licensed as required by law and must be able to demonstrate such qualifications. Such

contractors and subcontractors shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for all laborers, workers and mechanics performing work funded by this grant. Such contractor and subcontractor must further stipulate that he or she has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, upon completion of the work funded by this grant, all contractors and subcontractors, must submit to the City certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor and subcontractor is aware that knowingly filing false records is a Class B Misdemeanor.

SECTION 4. Upon completion of the improvements and upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers issue a check to the OWNER/LESSEE as reimbursement for the façade improvements, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project.

SECTION 5. If the OWNER/LESSEE or the OWNER/LESSEE contractor fails to complete the improvement work provided for herein in conformity with the proposed plans, design drawings, and specifications of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION 6. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the City for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

SECTION 7. This Agreement shall be binding upon the City and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8. The OWNER/LESSEE releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements, including, but not limited to, actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et. seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section shall survive the completion of said façade improvements.

SECTION 9. No City officer, employee, spouse or dependent of the same shall be interested directly or indirectly in any façade grant. No grant funds shall be assigned or pledged to any third party, nor be used for any purpose other than reimbursement of project costs as approved by the City.

SECTION 10. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

CITY OF BLOOMINGTON, ILLINOIS
A Municipal Corporation

By: Stephen F. Stockton, Mayor

OWNER/LESSEE

By: Frank Hoffman

Andrea Hoffman

Attest: Tracey Covert, City Clerk

THIS AGREEMENT, entered into this 29th day of December, 2009, between the City of Bloomington, Illinois (hereinafter referred to as “City”) and the following designated OWNER/LESSEE, to witness:

Owner’s/Lessee’s Name:	RJV Properties LLC
Address of Property to be Improved:	413 N. Main St. (Bloomington, IL)
Work Summary:	Tuckpointing, Painting

WITNESSETH:

WHEREAS, the City developed the Harriet Fuller Rust Façade Program, which offers financial incentives to improve the appearance and quality of storefronts in the center core area; and

WHEREAS, said Program is funded entirely by the City in recognition of the positive impact individual façade renovations can have on the overall appearance and quality of the downtown streetscape; and

WHEREAS, pursuant to the Program and subject to the City’s sole discretion, property and business owners within the target area are eligible to apply for grants not to exceed 50% of the total cost of qualified façade rehabilitation, with a maximum grant amount of \$20,000 per contract; and

WHEREAS, the OWNER’S/LESSEE’S property is located within the target area, and the OWNER/LESSEE desires to participate in the Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the OWNER/LESSEE do hereby agree as follows:

SECTION 1. With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER’S/LESSEE’S property, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project. The actual total reimbursement amount for façade improvements per this Agreement is **\$4,227.00**. The improvement costs, which are eligible for City reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work to be performed as provided under this Agreement.

SECTION 2. Only structurally sound buildings with safely functioning mechanical, electrical, plumbing systems will be considered for the grant. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is demonstrated hardship.

SECTION 3. All contractors and subcontractors used for work funded by this grant must be licensed as required by law and must be able to demonstrate such qualifications. Such

contractors and subcontractors shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for all laborers, workers and mechanics performing work funded by this grant. Such contractor and subcontractor must further stipulate that he or she has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, upon completion of the work funded by this grant, all contractors and subcontractors, must submit to the City certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor and subcontractor is aware that knowingly filing false records is a Class B Misdemeanor.

SECTION 4. Upon completion of the improvements and upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers issue a check to the OWNER/LESSEE as reimbursement for the façade improvements, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project.

SECTION 5. If the OWNER/LESSEE or the OWNER/LESSEE contractor fails to complete the improvement work provided for herein in conformity with the proposed plans, design drawings, and specifications of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION 6. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the City for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

SECTION 7. This Agreement shall be binding upon the City and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8. The OWNER/LESSEE releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements, including, but not limited to, actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et. seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section shall survive the completion of said façade improvements.

SECTION 9. No City officer, employee, spouse or dependent of the same shall be interested directly or indirectly in any façade grant. No grant funds shall be assigned or pledged to any third party, nor be used for any purpose other than reimbursement of project costs as approved by the City.

SECTION 10. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

CITY OF BLOOMINGTON, ILLINOIS
A Municipal Corporation

OWNER/LESSEE

By: Stephen F. Stockton, Mayor

By: Robert Vericella, Member

Attest: Tracey Covert, City Clerk

THIS AGREEMENT, entered into this 29th day of December, 2009, between the City of Bloomington, Illinois (hereinafter referred to as “City”) and the following designated OWNER/LESSEE, to witness:

Owner’s/Lessee’s Name:	RJV Properties LLC
Address of Property to be Improved:	414 N. Main St. (Bloomington, IL)
Work Summary:	Tuckpointing, Repair Windows, Foundation Repairs

WITNESSETH:

WHEREAS, the City developed the Harriet Fuller Rust Façade Program, which offers financial incentives to improve the appearance and quality of storefronts in the center core area; and

WHEREAS, said Program is funded entirely by the City in recognition of the positive impact individual façade renovations can have on the overall appearance and quality of the downtown streetscape; and

WHEREAS, pursuant to the Program and subject to the City’s sole discretion, property and business owners within the target area are eligible to apply for grants not to exceed 50% of the total cost of qualified façade rehabilitation, with a maximum grant amount of \$20,000 per contract; and

WHEREAS, the OWNER’S/LESSEE’S property is located within the target area, and the OWNER/LESSEE desires to participate in the Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the OWNER/LESSEE do hereby agree as follows:

SECTION 1. With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER’S/LESSEE’S property, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project. The actual total reimbursement amount for façade improvements per this Agreement is **\$10,976.00**. The improvement costs, which are eligible for City reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work to be performed as provided under this Agreement.

SECTION 2. Only structurally sound buildings with safely functioning mechanical, electrical, plumbing systems will be considered for the grant. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is demonstrated hardship.

SECTION 3. All contractors and subcontractors used for work funded by this grant must be licensed as required by law and must be able to demonstrate such qualifications. Such contractors and subcontractors shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for all laborers, workers and mechanics performing work funded by this grant. Such contractor and subcontractor must further stipulate that he or she has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, upon completion of the work funded by this grant, all contractors and subcontractors, must submit to the City certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor and subcontractor is aware that knowingly filing false records is a Class B Misdemeanor.

SECTION 4. Upon completion of the improvements and upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers issue a check to the OWNER/LESSEE as reimbursement for the façade improvements, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project.

SECTION 5. If the OWNER/LESSEE or the OWNER/LESSEE contractor fails to complete the improvement work provided for herein in conformity with the proposed plans, design drawings, and specifications of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION 6. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the City for approval. Such approval shall not be unreasonably withheld if the

proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

SECTION 7. This Agreement shall be binding upon the City and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8. The OWNER/LESSEE releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements, including, but not limited to, actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et. seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section shall survive the completion of said façade improvements.

SECTION 9. No City officer, employee, spouse or dependent of the same shall be interested directly or indirectly in any façade grant. No grant funds shall be assigned or pledged to any third party, nor be used for any purpose other than reimbursement of project costs as approved by the City.

SECTION 10. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

CITY OF BLOOMINGTON, ILLINOIS
A Municipal Corporation

OWNER/LESSEE

By: Stephen F. Stockton, Mayor

By: Robert Vericella, Member

Attest: Tracey Covert, City Clerk

THIS AGREEMENT, entered into this 29th day of December, 2009, between the City of Bloomington, Illinois (hereinafter referred to as “City”) and the following designated OWNER/LESSEE, to witness:

Owner’s/Lessee’s Name:	Tim and Vicki Tilton
Address of Property to be Improved:	200 W. Monroe St. (Bloomington, IL)
Work Summary:	Tuckpointing

WITNESSETH:

WHEREAS, the City developed the Harriet Fuller Rust Façade Program, which offers financial incentives to improve the appearance and quality of storefronts in the center core area; and

WHEREAS, said Program is funded entirely by the City in recognition of the positive impact individual façade renovations can have on the overall appearance and quality of the downtown streetscape; and

WHEREAS, pursuant to the Program and subject to the City’s sole discretion, property and business owners within the target area are eligible to apply for grants not to exceed 50% of the total cost of qualified façade rehabilitation, with a maximum grant amount of \$20,000 per contract; and

WHEREAS, the OWNER’S/LESSEE’S property is located within the target area, and the OWNER/LESSEE desires to participate in the Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the OWNER/LESSEE do hereby agree as follows:

SECTION 1. With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER’S/LESSEE’S property, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project. The actual total reimbursement amount for façade improvements per this Agreement is **\$20,000.00**. The improvement costs, which are eligible for City reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work to be performed as provided under this Agreement.

SECTION 2. Only structurally sound buildings with safely functioning mechanical, electrical, plumbing systems will be considered for the grant. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is demonstrated hardship.

SECTION 3. All contractors and subcontractors used for work funded by this grant must be licensed as required by law and must be able to demonstrate such qualifications. Such

contractors and subcontractors shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for all laborers, workers and mechanics performing work funded by this grant. Such contractor and subcontractor must further stipulate that he or she has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, upon completion of the work funded by this grant, all contractors and subcontractors, must submit to the City certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor and subcontractor is aware that knowingly filing false records is a Class B Misdemeanor.

SECTION 4. Upon completion of the improvements and upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers issue a check to the OWNER/LESSEE as reimbursement for the façade improvements, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project.

SECTION 5. If the OWNER/LESSEE or the OWNER/LESSEE contractor fails to complete the improvement work provided for herein in conformity with the proposed plans, design drawings, and specifications of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION 6. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the City for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

SECTION 7. This Agreement shall be binding upon the City and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8. The OWNER/LESSEE releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements, including, but not limited to, actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et. seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section shall survive the completion of said façade improvements.

SECTION 9. No City officer, employee, spouse or dependent of the same shall be interested directly or indirectly in any façade grant. No grant funds shall be assigned or pledged to any third party, nor be used for any purpose other than reimbursement of project costs as approved by the City.

SECTION 10. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

CITY OF BLOOMINGTON, ILLINOIS
A Municipal Corporation

By: Stephen F. Stockton, Mayor

OWNER/LESSEE

By: Tim Tilton

Vicki Tilton

Attest: Tracey Covert, City Clerk

THIS AGREEMENT, entered into this 29th day of December, 2009, between the City of Bloomington, Illinois (hereinafter referred to as "City") and the following designated OWNER/LESSEE, to witness:

Owner's/Lessee's Name:	Jack Bataoel
Address of Property to be Improved:	602 N. Main St. (Bloomington, IL)
Work Summary:	Store Front, Awnings, Painting

WITNESSETH:

WHEREAS, the City developed the Harriet Fuller Rust Façade Program, which offers financial incentives to improve the appearance and quality of storefronts in the center core area; and

WHEREAS, said Program is funded entirely by the City in recognition of the positive impact individual façade renovations can have on the overall appearance and quality of the downtown streetscape; and

WHEREAS, pursuant to the Program and subject to the City's sole discretion, property and business owners within the target area are eligible to apply for grants not to exceed 50% of the total cost of qualified façade rehabilitation, with a maximum grant amount of \$20,000 per contract; and

WHEREAS, the OWNER'S/LESSEE'S property is located within the target area, and the OWNER/LESSEE desires to participate in the Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the OWNER/LESSEE do hereby agree as follows:

SECTION 1. With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER'S/LESSEE'S property, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project. The actual total reimbursement amount for façade improvements per this Agreement is **\$14,174.00**. The improvement costs, which are eligible for City reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work to be performed as provided under this Agreement.

SECTION 2. Only structurally sound buildings with safely functioning mechanical, electrical, plumbing systems will be considered for the grant. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is demonstrated hardship.

SECTION 3. All contractors and subcontractors used for work funded by this grant must be licensed as required by law and must be able to demonstrate such qualifications. Such

contractors and subcontractors shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for all laborers, workers and mechanics performing work funded by this grant. Such contractor and subcontractor must further stipulate that he or she has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, upon completion of the work funded by this grant, all contractors and subcontractors, must submit to the City certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor and subcontractor is aware that knowingly filing false records is a Class B Misdemeanor.

SECTION 4. Upon completion of the improvements and upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers issue a check to the OWNER/LESSEE as reimbursement for the façade improvements, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project.

SECTION 5. If the OWNER/LESSEE or the OWNER/LESSEE contractor fails to complete the improvement work provided for herein in conformity with the proposed plans, design drawings, and specifications of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION 6. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the City for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

SECTION 7. This Agreement shall be binding upon the City and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8. The OWNER/LESSEE releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements, including, but not limited to, actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et. seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section shall survive the completion of said façade improvements.

SECTION 9. No City officer, employee, spouse or dependent of the same shall be interested directly or indirectly in any façade grant. No grant funds shall be assigned or pledged to any third party, nor be used for any purpose other than reimbursement of project costs as approved by the City.

SECTION 10. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

CITY OF BLOOMINGTON, ILLINOIS
A Municipal Corporation

OWNER/LESSEE

By: Stephen F. Stockton, Mayor

By: Jack Bataoel

Attest: Tracey Covert, City Clerk

THIS AGREEMENT, entered into this 29th day of December, 2009, between the City of Bloomington, Illinois (hereinafter referred to as "City") and the following designated OWNER/LESSEE, to witness:

Owner's/Lessee's Name:	Celeste Hochhalter
Address of Property to be Improved:	107 W. Monroe (Bloomington, IL)
Work Summary:	Roof

WITNESSETH:

WHEREAS, the City developed the Harriet Fuller Rust Façade Program, which offers financial incentives to improve the appearance and quality of storefronts in the center core area; and

WHEREAS, said Program is funded entirely by the City in recognition of the positive impact individual façade renovations can have on the overall appearance and quality of the downtown streetscape; and

WHEREAS, pursuant to the Program and subject to the City's sole discretion, property and business owners within the target area are eligible to apply for grants not to exceed 50% of the total cost of qualified façade rehabilitation, with a maximum grant amount of \$20,000 per contract; and

WHEREAS, the OWNER'S/LESSEE'S property is located within the target area, and the OWNER/LESSEE desires to participate in the Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the OWNER/LESSEE do hereby agree as follows:

SECTION 1. With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER'S/LESSEE'S property, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project. The actual total reimbursement amount for façade improvements per this Agreement is **\$9,941.00**. The improvement costs, which are eligible for City reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work to be performed as provided under this Agreement.

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SECTION 3. All contractors and subcontractors used for work funded by this grant must be licensed as required by law and must be able to demonstrate such qualifications. Such

contractors and subcontractors shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for all laborers, workers and mechanics performing work funded by this grant. Such contractor and subcontractor must further stipulate that he or she has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, upon completion of the work funded by this grant, all contractors and subcontractors, must submit to the City certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor and subcontractor is aware that knowingly filing false records is a Class B Misdemeanor.

SECTION 4. Upon completion of the improvements and upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers issue a check to the OWNER/LESSEE as reimbursement for the façade improvements, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project.

SECTION 5. If the OWNER/LESSEE or the OWNER/LESSEE contractor fails to complete the improvement work provided for herein in conformity with the proposed plans, design drawings, and specifications of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION 6. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the City for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

SECTION 7. This Agreement shall be binding upon the City and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8. The OWNER/LESSEE releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements, including, but not limited to, actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et. seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section shall survive the completion of said façade improvements.

SECTION 9. No City officer, employee, spouse or dependent of the same shall be interested directly or indirectly in any façade grant. No grant funds shall be assigned or pledged to any third party, nor be used for any purpose other than reimbursement of project costs as approved by the City.

SECTION 10. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

CITY OF BLOOMINGTON, ILLINOIS
A Municipal Corporation

OWNER/LESSEE

By: Stephen F. Stockton, Mayor

By: Celeste Hochhalter

Attest: Tracey Covert, City Clerk

THIS AGREEMENT, entered into this 29th day of December, 2009, between the City of Bloomington, Illinois (hereinafter referred to as “City”) and the following designated OWNER/LESSEE, to witness:

Owner’s/Lessee’s Name:	Celeste Hochhalter
Address of Property to be Improved:	107 W. Monroe
Work Summary:	Tuckpointing, Brick Replacement

WITNESSETH:

WHEREAS, the City developed the Harriet Fuller Rust Façade Program, which offers financial incentives to improve the appearance and quality of storefronts in the center core area; and

WHEREAS, said Program is funded entirely by the City in recognition of the positive impact individual façade renovations can have on the overall appearance and quality of the downtown streetscape; and

WHEREAS, pursuant to the Program and subject to the City’s sole discretion, property and business owners within the target area are eligible to apply for grants not to exceed 50% of the total cost of qualified façade rehabilitation, with a maximum grant amount of \$20,000 per contract; and

WHEREAS, the OWNER’S/LESSEE’S property is located within the target area, and the OWNER/LESSEE desires to participate in the Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the OWNER/LESSEE do hereby agree as follows:

SECTION 1. With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER’S/LESSEE’S property, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project. The actual total reimbursement amount for façade improvements per this Agreement is **\$5,725.00**. The improvement costs, which are eligible for City reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work to be performed as provided under this Agreement.

SECTION 2. Only structurally sound buildings with safely functioning mechanical, electrical, plumbing systems will be considered for the grant. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is demonstrated hardship.

SECTION 3. All contractors and subcontractors used for work funded by this grant must be licensed as required by law and must be able to demonstrate such qualifications. Such

contractors and subcontractors shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for all laborers, workers and mechanics performing work funded by this grant. Such contractor and subcontractor must further stipulate that he or she has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, upon completion of the work funded by this grant, all contractors and subcontractors, must submit to the City certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor and subcontractor is aware that knowingly filing false records is a Class B Misdemeanor.

SECTION 4. Upon completion of the improvements and upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers issue a check to the OWNER/LESSEE as reimbursement for the façade improvements, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project.

SECTION 5. If the OWNER/LESSEE or the OWNER/LESSEE contractor fails to complete the improvement work provided for herein in conformity with the proposed plans, design drawings, and specifications of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION 6. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the City for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

SECTION 7. This Agreement shall be binding upon the City and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8. The OWNER/LESSEE releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements, including, but not limited to, actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et. seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section shall survive the completion of said façade improvements.

SECTION 9. No City officer, employee, spouse or dependent of the same shall be interested directly or indirectly in any façade grant. No grant funds shall be assigned or pledged to any third party, nor be used for any purpose other than reimbursement of project costs as approved by the City.

SECTION 10. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

CITY OF BLOOMINGTON, ILLINOIS
A Municipal Corporation

OWNER/LESSEE

By: Stephen F. Stockton, Mayor

By: Celeste Hochhalter

Attest: Tracey Covert, City Clerk

THIS AGREEMENT, entered into this 29th day of December, 2009, between the City of Bloomington, Illinois (hereinafter referred to as "City") and the following designated OWNER/LESSEE, to witness:

Owner's/Lessee's Name:	Mike Nurceski
Address of Property to be Improved:	110 W. Washington
Work Summary:	Tuck Pointing, Façade Repairs

WITNESSETH:

WHEREAS, the City developed the Harriet Fuller Rust Façade Program, which offers financial incentives to improve the appearance and quality of storefronts in the center core area; and

WHEREAS, said Program is funded entirely by the City in recognition of the positive impact individual façade renovations can have on the overall appearance and quality of the downtown streetscape; and

WHEREAS, pursuant to the Program and subject to the City's sole discretion, property and business owners within the target area are eligible to apply for grants not to exceed 50% of the total cost of qualified façade rehabilitation, with a maximum grant amount of \$20,000 per contract; and

WHEREAS, the OWNER'S/LESSEE'S property is located within the target area, and the OWNER/LESSEE desires to participate in the Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the OWNER/LESSEE do hereby agree as follows:

SECTION 1. With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER'S/LESSEE'S property, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project. The actual total reimbursement amount for façade improvements per this Agreement is **\$20,000.00**. The improvement costs, which are eligible for City reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work to be performed as provided under this Agreement.

SECTION 2. Only structurally sound buildings with safely functioning mechanical, electrical, plumbing systems will be considered for the grant. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is demonstrated hardship.

SECTION 3. All contractors and subcontractors used for work funded by this grant must be licensed as required by law and must be able to demonstrate such qualifications. Such

contractors and subcontractors shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for all laborers, workers and mechanics performing work funded by this grant. Such contractor and subcontractor must further stipulate that he or she has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, upon completion of the work funded by this grant, all contractors and subcontractors, must submit to the City certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor and subcontractor is aware that knowingly filing false records is a Class B Misdemeanor.

SECTION 4. Upon completion of the improvements and upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers issue a check to the OWNER/LESSEE as reimbursement for the façade improvements, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project.

SECTION 5. If the OWNER/LESSEE or the OWNER/LESSEE contractor fails to complete the improvement work provided for herein in conformity with the proposed plans, design drawings, and specifications of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION 6. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the City for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

SECTION 7. This Agreement shall be binding upon the City and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8. The OWNER/LESSEE releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements, including, but not limited to, actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et. seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section shall survive the completion of said façade improvements.

SECTION 9. No City officer, employee, spouse or dependent of the same shall be interested directly or indirectly in any façade grant. No grant funds shall be assigned or pledged to any third party, nor be used for any purpose other than reimbursement of project costs as approved by the City.

SECTION 10. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

CITY OF BLOOMINGTON, ILLINOIS
A Municipal Corporation

OWNER/LESSEE

By: Stephen F. Stockton, Mayor

By: Mike Nurceski

Attest: Tracey Covert, City Clerk

THIS AGREEMENT, entered into this 29th day of December, 2009, between the City of Bloomington, Illinois (hereinafter referred to as “City”) and the following designated OWNER/LESSEE, to witness:

Owner’s/Lessee’s Name:	Parker McLean County Enterprises
Address of Property to be Improved:	207 E. Washington (Bloomington, IL)
Work Summary:	Vitrolite Repair

WITNESSETH:

WHEREAS, the City developed the Harriet Fuller Rust Façade Program, which offers financial incentives to improve the appearance and quality of storefronts in the center core area; and

WHEREAS, said Program is funded entirely by the City in recognition of the positive impact individual façade renovations can have on the overall appearance and quality of the downtown streetscape; and

WHEREAS, pursuant to the Program and subject to the City’s sole discretion, property and business owners within the target area are eligible to apply for grants not to exceed 50% of the total cost of qualified façade rehabilitation, with a maximum grant amount of \$20,000 per contract; and

WHEREAS, the OWNER’S/LESSEE’S property is located within the target area, and the OWNER/LESSEE desires to participate in the Program pursuant to the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the City and the OWNER/LESSEE do hereby agree as follows:

SECTION 1. With respect to the façade improvements to the structural elevation fronting a public roadway and related improvements, the City shall reimburse the OWNER/LESSEE for the cost of improvements to the OWNER’S/LESSEE’S property, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project. The actual total reimbursement amount for façade improvements per this Agreement is **\$19,382.00**. The improvement costs, which are eligible for City reimbursement, include all labor, materials, equipment, and other contract items necessary for the proper execution of the work to be performed as provided under this Agreement.

SECTION 2. Only structurally sound buildings with safely functioning mechanical, electrical, plumbing systems will be considered for the grant. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work within one hundred eighty days (180) from the date of such approval. The OWNER/LESSEE may request a ninety-day (90) extension provided there is demonstrated hardship.

SECTION 3. All contractors and subcontractors used for work funded by this grant must be licensed as required by law and must be able to demonstrate such qualifications. Such

contractors and subcontractors shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for all laborers, workers and mechanics performing work funded by this grant. Such contractor and subcontractor must further stipulate that he or she has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, upon completion of the work funded by this grant, all contractors and subcontractors, must submit to the City certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor and subcontractor is aware that knowingly filing false records is a Class B Misdemeanor.

SECTION 4. Upon completion of the improvements and upon their final inspection and approval by the City, the OWNER/LESSEE shall submit to the City a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade improvement related work. In addition, the OWNER/LESSEE shall submit to the City proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The City shall, within forty-five (45) days of receipt of the contractor's statement, proof of payment, and lien waivers issue a check to the OWNER/LESSEE as reimbursement for the façade improvements, not to exceed 50% of the total cost of the qualified façade rehabilitation, with a maximum grant amount of \$20,000 per project.

SECTION 5. If the OWNER/LESSEE or the OWNER/LESSEE contractor fails to complete the improvement work provided for herein in conformity with the proposed plans, design drawings, and specifications of this Agreement, then upon written notice being given by the City Manager to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION 6. Upon completion of the improvement work pursuant to this Agreement and for a period of four (4) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of four (4) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change, or remove such improvements, or the approved design thereof, nor shall the OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided in this Agreement unless such changes are first submitted to the City for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings, and specifications approved pursuant to this Agreement.

SECTION 7. This Agreement shall be binding upon the City and upon the OWNER/LESSEE and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the façade improvements provided herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(S)/LESSEE(S) of the provisions of this Agreement.

SECTION 8. The OWNER/LESSEE releases the City from, and covenants and agrees that the City shall not be liable for, and covenants and agrees to indemnify and hold harmless the City and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements, including, but not limited to, actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et. seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the City and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities or causes of action. The City shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section shall survive the completion of said façade improvements.

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SECTION 10. Nothing herein is intended to limit, restrict, or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises, which is unrelated to the façade improvement provided for in this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

CITY OF BLOOMINGTON, ILLINOIS
A Municipal Corporation

OWNER/LESSEE

By: Stephen F. Stockton, Mayor

By: Steven Parker

Attest: Tracey Covert, City Clerk

Alderman Stearns expressed her concern regarding this item. There were businesses that were unaware of this opportunity. She cited Clark & Barlow as an example. She believed that in the future concerns would be raised regarding fairness. She questioned if notices were sent to all property owners.

Barb Adkins, Deputy City Manager, addressed the Council. She noted that the Downtown Business Association, (DBA), spearheaded this item. She added that in hindsight one can always see opportunities for improvement. She believed that email had been used due to the short time line.

Alderman Schmidt informed the Council that she had been contacted by David Bentley. Mr. Bentley hoped to address the Council. She believed that the Council had received emails from Mr. Bentley and his attorney.

David Hales, City Manager, addressed the Council. Kathleen Orr, the City's TIF attorney, has responded to these emails. He reminded the Council that Mr. Bentley's project had not been selected by the Council for funding.

Motion by Alderman Fruin, seconded by Alderman Hanson to suspend the rules to allow someone to speak.

Motion carried.

David Bentley, 201 E. Grove St., addressed the Council. He was a concerned citizen. He believed that the City would be in violation of the TIF Act if it approved all of the items contained on this meeting's agenda. He read from the City's redevelopment plan. He also cited the TIF Act, (page 124 , section B2). Next year, there would be an audit of the Downtown TIF. He addressed the issue of public/private investment. He questioned the following items: water main construction, streetscape improvement and sidewalk construction. He also questioned how these three (3) items would raise the Downtown's properties EAV's (Equalized Assessed Value). He did not believe that the City's actions were legal. He was issuing the City a warning.

Mayor Stockton expressed his belief that there did not have to be a mixture of private/public funds for each project.

Tom Kelty, Springfield, Devlin Corporation's (Mr. Bentley) attorney, addressed the Council. He expressed his opinion that the mixture of private/public funds was required. Devlin Corporation had hoped to be involved. The company had an interest in a Downtown property. Correspondence had been exchanged with Ms. Orr. The real issue had not been addressed.

Mayor Stockton noted that the City had retained Ms. Orr, who specialized in TIF law. Todd Greenburg, Corporation Counsel, addressed the Council. He had reviewed the correspondence between Ms. Orr and Mr. Kilty. He would not second guess Ms. Orr, a nationally recognized expert in the area of TIF law. Ms. Orr had been retained by the City. Mr. Kilty was here this evening to represent his client. Mr. Bentley had requested approval of a private/public development. There was no entitlement to same. Ms. Orr's opinion is that the items on this evening's agenda were a valid application of the TIF Act (infrastructure). This was the last business meeting for the Council to make a decision. The City should follow Ms. Orr's direction.

Greg Koos, McLean County Museum of History Executive Director, addressed the Council. He spoke this evening as an individual. He addressed the construction of the Lincoln, Davis and Fell Statue Base. He stated his belief that there would be additional costs. He cited two (2) street lamps and fifteen (15) small sidewalk plaques. He added that repair work may be needed to Festival Park's irrigation system and plantings. He viewed the installation of the statue as a City improvement on City owned land.

Ms. Adkins noted that the statue base cost only included the over sizing. The Downtown TIF budget only included the statue base. She added that the City would be asked to assume ownership of the statue. She noted that the contractor would be obligated to repair any damages.

Mayor Stockton also did not recall any mention of street lights. The City would correct any issues involving the irrigation system and/or landscaping. Mr. Koos noted that the Abraham Lincoln Bicentennial Commission did not have the expertise. He cited the short time frame. Mayor Stockton noted that due to the size irrigation and landscaping may need to be relocated.

Jim Karch, Director – Public Works, addressed the Council. He did not believe that the statue base would require any change orders. The contract was limited to the base. City crews would perform any additional work needed. If a contractor goes beyond the construction limits, then the firm is held responsible. City staff tried to examine all facets.

Motion by Alderman Hanson, seconded by Alderman Anderson to return to order.

Motion carried.

Alderman Fruin noted that everyone was not supportive of these grants. He questioned the total expenditure for same. Ms. Adkins stated that \$100,000 had been budgeted per year. A recipient must have the work performed and pay for same, then request reimbursement.

Alderman Sage expressed his belief that the pay back through EAV was dramatic.

Alderman Purcell noted that the City had two (2) months to develop a plan to expend \$1.9 million. He was comfortable with the plan. City staff had put in a lot of hard work. The Downtown would benefit from same.

Alderman McDade believed that City staff had worked well with the DBA for the betterment of the Downtown.

Motion by Alderman Hanson, seconded by Alderman Anderson that the façade grants be approved and the Mayor and City Clerk be authorized to execute the necessary documents with such change orders that may be approved by Council.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Quotes Analysis for Construction of the Lincoln, Davis, and Fell Statue Base in Front of the Bloomington Center for the Performing Arts (Ward 4)

RECOMMENDATION: That the quote be accepted from J.G. Stewart, Inc., in an amount not to exceed \$11,000 for construction of the Lincoln, Davis, and Fell Statue Base be approved, and the Mayor and City Clerk be authorized to execute the necessary documents, with such change orders that may be approved by Council.

BACKGROUND: On November 9, 2009, Council approved Resolution No. 2009-52, A Resolution Setting Priority Projects for the Downtown Tax Increment Financing District, which allowed staff to use the remaining Downtown TIF funds for the base for the Lincoln, Davis, and Fell statue.

This project involves construction of a concrete base for the proposed Lincoln, Davis and Fell Statue in front of the Bloomington Center for the Performing Arts. Quotes were received as follows.

Felmley-Dickerson Co.	\$ 22,500
J.G. Stewart, Inc. <i>Low Quote</i>	\$ 9,678
Stark Excavating, Inc.	\$ 27,300

Budget: Downtown TIF (X40300-72560) \$ 1,900,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Downtown Bloomington Association, and the Abraham Lincoln Bicentennial Commission of McLean County.

FINANCIAL IMPACT: Funds for this work are available from the Downtown TIF Fund (X40300-72560). The \$11,000 will provide a fourteen percent (14%) contingency over the low quote of \$9,678 for unforeseen circumstances.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Recommended by:

Jim Karch
Director of Public Works

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

(PROPOSAL ON FILE IN CLERK'S OFFICE)

Mayor Stockton noted that there might be additional costs for this item.

Motion by Alderman Hanson, seconded by Alderman Anderson that the quote for construction of the Lincoln, Davis, and Fell Statue Base from J.G. Stewart, Inc. be approved in an amount not to exceed \$11,000 with payment from the Downtown TIF (X40300-72560), and the Mayor and City Clerk be authorized to execute the necessary documents, with such change orders that may be approved by Council.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids and Approval of Contract for Downtown Tax Increment Financing (TIF) District Streetscape Improvements (Wards 4 & 6)

RECOMMENDATION: That bid for Downtown TIF District Streetscape Improvements, Base Bid and Alternate, from Stark Excavating Inc., be approved in the amount of \$929,561.50, with payment from the Downtown TIF Fund (X40300-72560), and the Mayor and City Clerk be authorized to execute the necessary documents, with such change orders that may be approved by Council.

BACKGROUND: On November 9, 2009, Council approved Resolution No. 2009-52, A Resolution Setting Priority Projects for the Downtown Tax Increment Financing District, which authorized the expenditure of Downtown TIF funds for streetscape improvements.

This project involves Streetscape Improvements in the 300, 400 & 500 blocks of N. Main St. from Jefferson St. to Mulberry St. and the 100 block of W. Monroe St. from Main St. to Jefferson St. Improvements include new street lighting, trees, benches, some sidewalk replacement and filling in some existing private vaults in the public right of way where

SUBJECT: Acceptance of Proposal and Approval of Contract for the Identification and Abatement of Hazardous Materials in Vaults (Ward 4 & 6)

RECOMMENDATION: That the formal bidding process be waived, the proposal from IDEAL Environmental Engineering, Inc., in an amount not to exceed \$25,000 for mitigating hazardous material found in private vaults to be abandoned and filled be accepted, the Mayor and City Clerk be authorized to execute the necessary documents, with such change orders that may be approved by Council, and the Resolution adopted.

BACKGROUND: On November 9, 2009, Council approved Resolution Number 2009-52, A Resolution Setting Priority Projects for the Downtown Tax Increment Financing District, which authorized staff to use the remaining Downtown TIF funds for Streetscape purposes.

This work involves the identification and removal of asbestos from private vaults in the Downtown that are scheduled to be abandoned and filled as part of the Downtown TIF (TIF) District Streetscape Improvements project. Due to the specialized nature of the professional services being provided, and the limited time frame, only one (1) proposal was from local company was considered.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Downtown Bloomington Association.

FINANCIAL IMPACT: Funds for this work are available from the Downtown TIF Fund (X40300-7990). The \$25,000 will provide a twenty-seven percent (27%) contingency over the estimated cost of \$19,650 for unforeseen circumstances.

Respectfully submitted for Council consideration.

Prepared by:	Reviewed as to legal sufficiency:	Recommended by:
Jim Karch Director of Public Works	J. Todd Greenburg Corporation Counsel	David A. Hales City Manager

RESOLUTION NO. 2009 - 71

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE IDENTIFICATION AND REMOVAL OF ASBESTOS FROM PRIVATE VAULTS IN THE DOWNTOWN THAT ARE SCHEDULED TO BE ABANDONED AND FILLED AS PART OF THE DOWNTOWN TAX INCREMENTAL FINANCING (TIF) DISTRICT STREETScape FROM IDEAL ENVIRONMENTAL ENGINEERING, INC., IN AN AMOUNT NOT TO EXCEED \$25,000

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and authorizing identification and removal of asbestos from private vaults in the Downtown that are scheduled to be abandoned and filled as part of the Downtown Tax Increment Financing (TIF) District Streetscape Improvements from IDEAL Environmental Engineering, Inc., in an amount not to exceed \$25,000.

ADOPTED this 28th day of December, 2009.

APPROVED this 29th day of December, 2009.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

December 23, 2009

Mr. Jim Karch
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

Re: NESHAP asbestos removal proposal - Streetscape Project - Vaults

Dear Mr. Karch:

Ideal Environmental Engineering (IDEAL) hereby submits a proposal for asbestos removal and cleanup work in city vaults as described below.

IDEAL is an IDPH licensed Asbestos Abatement Contractor employing EPA/AHERA Accredited, IDPH licensed Asbestos Workers and Supervisors for the removal of asbestos containing material and asbestos contaminated dirt.

- Our safety-conscious personnel possess over a decade of asbestos removal experience.
- For your protection, we provide the required \$1,000,000 asbestos abatement insurance.
- IDEAL has never been cited nor fined for any asbestos work.
- IDEAL has completed many projects of similar size and scope of work.

- IDEAL has a complete standard operations manual that is available upon request.
- IDEAL will provide air sampling [for analysis by Phase Contrast Microscopy (PCM)] during the work, landfill disposal and removal documentation.
- All pipes, boilers, tanks, etc. in or near the work area shall be shut off and cooled prior to the start of work. If pipes, boilers, tanks, etc. are not shut off and cooled prior to the start of work, additional charges will apply.
- Proposal excludes asbestos removal behind walls, above ceilings, or in other concealed or inaccessible areas.
- Proposal excludes replacement work.
- Owner to ensure that building occupants are not present in the work area(s) while IDEAL is performing the work.
- Owner to ensure water, heat and electricity are available at the site.
- Proposal is based on the vaults being readily accessible at the time of the scheduled work. If weather conditions or other factors prohibit access to the vaults, costs may be affected.
- Proposal is based on IDEAL removing the junk and putting it into a dumpster provided by the general contractor for disposal as general construction debris. When dumpster is necessary for junk removal, Owner is to ensure general contractor provides dumpster at the time of the scheduled work.
- Proposal excludes any costs associated with exploratory demolition of walls, ceilings, floors, etc. to access hidden asbestos containing materials. Costs for exploratory demolition and removal of any additional asbestos containing materials other than those noted in this proposal will be completed as a change order.
- Owner will inform IDEAL's supervisor of all applicable OSHA safety concerns specific to owner's facility (i.e. lock out/tag out, HAZCOM, emergency evacuation, etc.).
- This proposal is not a project design or specification.
- The scope of work and terms for the project as identified in this proposal shall supersede any other agreements regarding this project, whether verbal or in writing.
- Proposal is based on insurance in effect for IDEAL as of the date of this proposal.
- General Conditions as provided in Attachment A will apply.
- References are available upon request.

319 N. Main Street

Remove approximately 18 lf aircell pipe insulation using glovebag removal methods.

Removal Fee \$1,500.00

401 N. Main Street

Remove approximately 32 lf aircell pipe insulation and 3 associated pipe fitting covers using glovebag removal methods.

Perform general cleanup of asbestos containing debris in the vault.

Removal & Cleanup Fee \$2,750.00

415 N. Main Street

Remove approximately 24 lf aircell pipe insulation and 4 associated pipe fitting covers using glovebag removal methods.

Perform general cleanup of asbestos containing debris in the vault (for approximately 300 sf).

Removal & Cleanup Fee \$4,500.00

420 N. Main Street

Remove approximately 28 lf mag block pipe insulation using glovebag removal methods.

Perform general cleanup of asbestos containing debris in the vault (for approximately 200 sf).

Remove stored junk from the vault.

Removal & Cleanup Fee \$5,550.00

107 W. Monroe Street

Remove approximately 32 lf aircell pipe insulation and 4 associated pipe fitting covers using glovebag removal methods.

Remove approximately 8 lf mag block pipe insulation and 2 associated pipe fitting covers using glovebag removal methods.

Perform general cleanup of asbestos containing debris in the vault (for approximately 300 sf).

Removal & Cleanup Fee \$5,350.00

To proceed with the work, please indicate your selection(s), sign and return this proposal. Upon receipt, we will coordinate scheduling with you. Any alteration or deviation from the above work that involves extra cost such as inaccessibility of removal areas, union involvement, etc., will be executed only upon authorization by Owner or Owner's representative and will become an extra charge over and above the proposal. If you have any questions or need additional information, please call me at (800)535-0964. As always, we pledge professionalism and courtesy towards our clients, their users and occupants in the performance of our work. Thank you for the opportunity to provide this proposal. We look forward to working with you.

Sincerely,

Accepted by: Stephen F. Stockton

Jerry L. Wilson
Vice President, Engineering

Title: Mayor
Date: December 30, 2009

Authorized Signature of IDEAL Management

IDEAL may withdraw this proposal at any time prior to start of the project, or if proposal is over 60 days old from the above date.

Upon acceptance, this proposal will also be known as an Agreement and will be binding.

(EXHIBIT A. GENERAL CONDITIONS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Hanson, seconded by Alderman Anderson that the formal bidding process be waived, the proposal from IDEAL Environmental Engineering, Inc., in an amount not to exceed \$25,000 for mitigating hazardous material found in private vaults to be abandoned and filled be accepted, the Mayor and City Clerk be authorized to execute the necessary documents, with such change orders as may be approved by Council, and the Resolution adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Extension of Contract for Sidewalk Reconstruction of Tax Increment Financing (TIF) District Sidewalk along East Street (Wards 4 & 6)

RECOMMENDATION: That the Change Order to the contract with Felmley Dickerson Co. in the amount of \$160,000 be approved, with such change orders that may be approved by Council, and the Resolution adopted.

BACKGROUND: On November 9, 2009, Council approved Resolution No. 2009-52, A Resolution Setting Priority Projects for the Downtown Tax Increment Financing District, which allowed staff to use the remaining Downtown TIF funds for streetscape improvements.

On July 27, 2009, Council approved a contract in the amount of \$148,157.50 with Felmley Dickerson Co. for sidewalk reconstruction. Sidewalk replacement is desired in the 100 block of S. East St. and in the 300 block of N. East St. as part of the Downtown TIF District work. This change order only involves sidewalk replacement and does not involve vault removal or street lighting. Therefore, it is more cost effective to extend the existing contract with Felmley Dickerson Co.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Downtown Bloomington Association and Felmley Dickerson Co.

Barb Adkins, Deputy City Manager, addressed the Council. The City has a contract with Felmley Dickerson for sidewalk work at this time. This item is a change order to an existing contract.

Motion by Alderman Fruin, seconded by Alderman Hanson to suspend the rules to allow someone to speak.

Motion carried.

Motion by Alderman Hanson, seconded by Alderman Anderson to return to order.

Motion carried.

Motion by Alderman Hanson, seconded by Alderman Anderson that the Change Order to the contract with Felmley Dickerson Co., in the amount of \$160,000 be approved, with such change orders that may be approved by Council, and the Resolution adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Amendment to Contract for Private Development between City of Bloomington and Interchange City West, LLC

RECOMMENDATION: That the amendment to the Agreement for Private Development be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: In October of 2000, the City entered into an agreement with Interchange City West, LLC (ICW) and the Town of Normal to develop property owned by ICW which eventually became the west side Wal-Mart and surrounding strip mall. A previous draft of this amendment was discussed at the City Council meetings of January 12, 2009 and February 9, 2009.

The amendment being proposed will extend the period for payment of sales tax revenue generated by the project from Nov. 1, 2010 to April 30, 2016. It does not guarantee that ICW will recoup all of the expenses it incurred as a result of the agreement. The intent of the amendment is to place ICW in the same position it would have been in had the initial start of the project not been delayed by reason of the decision of the Illinois Department of Transportation to widen Route 9.

For the following reasons, staff is requesting that the agreement be amended.

The “West Side Wal Mart” Agreement

Among the infrastructure covered by the original Development Agreement from 2000 was the construction of portions of J.C. Parkway, Bettis Drive, sanitary and storm sewers, sidewalks, traffic signals, and professional fees such as engineering, appraisal, soil testing, and legal fees. In addition, repayment for the engineering fees for the extension of J.C. Parkway south of Route 9 was included in the agreement. Finally, the agreement specified that interest on loans taken out by ICW to finance the cost of the infrastructure planning and construction was also covered by the reimbursement provisions. The agreement was for a ten (10) year period, which will expire in November, 2010.

Costs incurred by the developer (ICW) for the project’s public infrastructure were to be reimbursed by payment to ICW of the one percent (1%) City Sales Tax received from retail sales in the developed area. Since the development is in the Metro Zone, and an intergovernmental agreement between Bloomington and Normal requires all revenues and expenses to be shared equally between the two (2) cities, the Town of Normal needed to agree to the Development Agreement.

The Agreement has accomplished its goal, which was the building of infrastructure to facilitate the location of the west side Wal-Mart. However, in the implementation of the agreement, some problems have arisen which, in the staff’s opinion, require Council action.

Unforeseen Delay in Designs due to Route 9 Widening

After the Agreement was executed by all parties, IDOT announced that it intended to widen Route 9 at this location. If engineering plans were finalized prior to the widening, those plans would have to be redone after the Route 9 improvements by the State. This would needlessly add to the expense of the project. Everyone agreed to wait until the State’s plans were finalized. However, the parties did not *formally* extend the life of the Agreement, which is still scheduled to expire in 2010. In effect, ICW would be forced to absorb the expense of public infrastructure because the source of repayment would no longer be available.

The Current Expiration Date Will Not Reimburse the Developer

At this point, if the Agreement were permitted to expire in November of 2010, the expense of engineering plans for the southward extension of J.C. Parkway would not be fully paid off. The parties have calculated that the Agreement would need to be extended to April 2016 to pay off those engineering expenses along with accrued interest. The original expense of those engineering plans was \$888,801.47. Of course, the longer the City takes to pay back those expenses, the greater the interest amount on the notes taken out by ICW to pay those expenses will be. In the past, interest on the note to Stark (the primary owner of ICW) has varied; the current rate is six percent, (6%). The Agreement explicitly states that the plans for the southern extension of J.C. Parkway will become the property of the City within thirty (30) days after the execution of the Agreement. The City is therefore, in effect, buying the plans from ICW.

Since the southerly extension of J.C. Parkway is outside the Metro Zone, the Town of Normal is not required to continue to forego its half of the sales tax generated by the Metro Zone after 2010 (in any event, the City is contractually obligated to reimburse the Town for the Town's portion of Metro Zone revenues used to pay for the south extension of J.C. Parkway so the Town's actions do not increase the City's reimbursement obligation). For this reason, the extension of the contract is longer than the original delay in beginning the project, to take into account the fact that under the original contract both Bloomington and Normal would be paying ICW for the costs of the J.C. Parkway extension, but under this extension, the source of reimbursement funds is reduced by half; therefore a longer period of reimbursement is required to put ICW in the same situation it would have been in had the project not been delayed.

Extension of the Agreement to 2016 is a Fair Resolution

The deal made by the parties was to use the sales tax generated by the development to pay for the public infrastructure costs paid for up front by the developer. Although there was always some risk to the developer that the Wal-Mart and adjacent strip mall might not generate enough revenue to pay for all expenses, it was not anticipated that the development would be delayed by mutual agreement of all parties. The developer's position is that it has lived up to its side of the bargain; it put the project on hold with the full awareness and agreement of all parties to the contract, and the fair thing to do is to extend the repayment provisions. The staff agrees. The amendment proposed would extend the repayment portions of the agreement to 2016, using as revenue the City's portion of the one and a half percent (1.50%) city sales tax generated by the west side Wal-Mart and adjacent strip mall. The amendment clearly states that the City's obligation to make payments expires on April 30, 2016. The parties have agreed on the expenses which have been incurred by ICW up to the date of December 28, 2009 is \$71,764.09 for Phase I of the Agreement (of which one-half is the portion to be paid by the Town of Normal) and \$1,401,316.71 (which is entirely to be paid by the City). Interest will continue to accrue on that amount until it is paid off or until April 30, 2016, whichever comes first. After April 30, 2016, the City will have no further obligation to reimburse ICW for the expenses incurred under the 2000 and 2002 Development Agreements. The City will become the owner of the design documents for the southern extension of J.C. Parkway thirty (30) days after the execution of this Amendment.

The Agreement Also Resolves an Underpayment of Sales Taxes by the City to the Developer

In reviewing the transactions regarding this development, the parties confirmed that sales taxes from stores other than Wal-Mart in the development had not been paid to the developer as required by the Agreements. The totals set forth in the previous paragraph include the sum of \$338,779.24 in sales taxes from the project area which was erroneously not paid to ICW. One-half (1/2) of the \$338,779.24 will be paid by the City within thirty (30) days from the date of the signing of this Amendment. The remaining one-half (1/2) of the \$338,779.24 will be paid by the City no later than August 1, 2010. Interest will not accrue on the \$338,779.24.

The staff respectfully recommends that the amendment be approved.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: \$71,764.09 for Phase I of the Agreement (of which one-half is the portion to be paid by the Town of Normal) and \$1,401,316.71 (which is entirely to be paid by the City). Interest will continue to accrue on that amount until it is paid off or until April 30, 2016, whichever comes first.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

David Hales, City Manager, introduced this item. This item had appeared before the Council earlier this year. There were budget issues. City staff has a better understanding of this item and has looked into the financial issues. He made a few general comments. The goal was to address and find the benefit to all parties. This item was originally addressed in 2006/2007. Engineering work for most but not all was complete, (south extension of JC Pkwy.). The developer has paid these engineering costs. Costs were unknown in 2000. Phase I was complete. The developer has requested reimbursement prior to the contract's expiration. Work has continued on Phase II (engineering plans for the southern extension) during 2006 – 2008. Phase II is nebulous and has involved unknowns. The City needed good reliable cost estimates based upon good engineering work. Work on Phase II needed to be terminated. City staff has established a reimbursement figure, (principle plus interest). The termination of the agreement had impeded the developer's ability to refinance. During the outside audit, it was discovered that the City failed to remit all of the money owed. The developer is willing to allow the City to make payment for same in two (2) installments without interest charged. The current outstanding balance would be locked in. He described the recommendation as good but not the best. He added that land acquisition could take years. No one party is responsible. Payment has been capped. The City would reimburse the developer's cost plus interest. Both parties have issues with the agreement. The goal is to avoid future litigation. Dollars from home rule sales tax generated by retail businesses in the project area were to be used to cover this cost. He recommended approval.

Todd Greenburg, Corporation Counsel, addressed the Council. He concurred with Mr. Hales' comments. If approved, there will be no need to address the potential for litigation. He believed that this was the fairest way to resolve the issue. He cited the design cost for JC Pkwy, (\$888,000). The developer believed that this cost would be reimbursed by the City. The project was impacted by IDOT's, (Illinois Department of Transportation), improvement to Illinois Route 9. The state's plan delayed this project for two (2) years. The agreement was not amended with the consent of all parties. The actions taken were not equitable regardless of the City's legal position.

Mayor Stockton noted that the City would have six (6) additional years to repay this cost. Mr. Hales expressed his opinion that full payment could be made prior to the dead line.

Alderman Sage questioned why the agreement had not been amended. Mr. Greenburg did not know. He noted the 2000 and 2002 agreements.

Alderman Stearns noted that Phase I was delayed. Mr. Greenburg stated that both Phases had been delayed. Alderman Stearns noted that Normal would out of the agreement come 2010. Mr. Greenburg stated that the Town had fulfilled their obligations. The City was always obligated to repay the cost for the southern extension.

Alderman Schmidt had a problem with the original agreement. It was her original understanding that there was no risk for the City. The risk was laid with Interchange City West, (ICW). She questioned if the contract was binding. She also questioned the spirit of the agreement and a two (2) year extension. Mr. Greenburg believed that four (4) years at a minimum should be allowed. He cited the anticipated available dollars. Alderman Schmidt questioned if this agreement could be labeled as generic. She questioned if the agreement was being amended with a new outcome in mind. She restated that the ICW agreed to assume the risk. The City entered into the agreement in good faith. This recommendation represented a different game plan. The issue was one of fairness.

Alderman Stearns cited the October 23, 2000 Council Proceedings and read from same. All of the risk was placed on the developer. She expressed her concerns regarding the number of accounting errors. Mistakes were not a good thing. The City had raised property taxes. This was a complicated item which involved a large sum of money. She cited the financial impact and expressed her discomfort with this item. She requested additional time to study the issue. She requested that outside opinions be solicited. In the end, the City would receive plans for a road which might never be built.

Alderman Sage acknowledged the one reality was that all of this happened prior to Mr. Hales' employment with the City. Things were different today. He supported a further analysis of the City's liability. This issue predated a number of the Council's members. He supported the retention of an independent set of eyes. This contract was poorly written. There had been a string of bad contracts.

Mayor Stockton suggested that the City look for someone with financial expertise. He expressed his interest in progress. The City needed to look into and resolve this item. The Council needed to be comfortable with the recommendation. This item needed to be resolved and put into the past.

Alderman Sage noted that this issue involved contract law. He cited RIMCO, (Risk Insurance Management Company), as an example. The City should pay for what it owes. He expressed his lack of confidence in the contract.

Mayor Stockton expressed his interest in being fair to all parties. Alderman Sage restated his interest in an outside opinion. He cited RIMCO and TIF, (Tax Increment Financing).

Alderman Anderson informed the Council that he had met with City staff that afternoon. He believed that the principal amount owed was \$1.4 million. Mr. Hales informed the Council that interest continued to accrue. He estimated this cost as \$7,000 per month. Alderman Anderson questioned the real cost of this item.

Leslie Lebel, Finance Department's Administrative Assistant, addressed the Council. The current total cost is \$1.4 million. Interest represented an additional cost. The total cost was \$1.7 million at six percent (6%) interest. The developer would be encouraged to pursue a better interest rate. The rate has varied over time.

Alderman Anderson stated that the City was being held liable for everything. Mayor Stockton noted that negotiations have been on going between the parties.

Alderman Stearns also requested that an outside expert be retained. She also cited RIMCO and TIF. She noted that her comfort level would be enhanced with the opinion of an outside expert.

Alderman Fruin believed that there was a consensus to retain an outside expert and obtain an opinion.

Motion by Alderman Fruin, seconded by Alderman Anderson to suspend the rules to allow someone to speak.

Motion carried.

Bob Lenz, 202 N. Center, ICW attorney, addressed the Council. He thanked them for the opportunity to address them. The City and the developer have tried to resolve this issue for two (2) years. He believed that the Council had been presented with a good agreement. The City was not doing the developer a favor. There was no issue of involving nonperformance. The City was unable to build the road. An estimated work plan had been prepared. The developer now held an uncollateralized loan because the City will not amend the agreement. The Council had received a packet of materials from ICW in July 2009. All parties were conscious of the dates. The developer was ready, willing, and desired that the amended agreement be approved. He hoped that the Council had read the entire contract and considered all of the facts. He addressed the changes to Phase II which were undertaken at the City's direction. This was not a simple project. The developer was willing to meet with City staff. The first payment was due in March 2002 which was not received until 2003. There were a number of issues regarding the payments to ICW. The developer had worked in good faith and had been fair in its dealings with the City.

Motion by Alderman Fruin, seconded by Alderman Anderson to return to order.

Motion carried.

Alderman Fruin restated that there appeared to be a consensus for an independent review. Mr. Hales believed that the financial aspects could be addressed by a CPA, (Certified Public Accountant) firm. He offered to obtain an estimate. A review of the contract would involve the retention of an outside attorney who specialized in Illinois contract law. The benefit of the process would involve a discussion between the developer and the City. Time would be needed to determine a time line and the associated costs.

Alderman Hanson did not support the consensus. The developer and his attorney had been fair and patient with the City. The Council needed to move forward. The developer is owed the money. No payment has been made.

Alderman Huette acknowledged that there had been a lot of errors. Time had been spent trying to resolve this issue. He was unsure if there was a perfect resolution. What has been done in the past cannot be undone. Interest was accruing. The City needed to move ahead and learn from this mistake. He had hoped that Normal would participate for an additional two (2) years at least with the interest expense. He did not believe that the City should incur additional legal and accounting fees.

Alderman Fruin noted that he was torn. He was interested in resolution. He did not want this item to be dragged out. He believed that there was liability. He recommended that the City make a good faith payment while pursuing an outside review. Mr. Hales noted that payments would continue. Phase I was almost paid off. Mayor Stockton added that further delay would result in higher interest and additional cost for the City. Mr. Hales added that financial institutions were looking for collateral.

Alderman Schmidt noted that the longer the City delayed there would be additional liability. She questioned if Normal would be willing to work with City to address the interest cost. Mr. Hales stated that there was no merit in pursuing the Town. Normal had no obligation for Phase II. Phase I was completed and the City was prepared to make the next payment for same.

Alderman Schmidt noted that ICW had acted in good faith. She supported Aldermen Hanson and Huette's comments.

Alderman Purcell had met with Mr. Lenz and Ila Slagell, the developer's comptroller. The belief was that sales tax revenue would cover these costs. The issue was Phase II and the engineering cost, (\$888,000 plus interest). Sale tax revenue has come up short. He believed the review could be completed in thirty to sixty (30 – 60) days. A year had already passed.

Alderman Anderson believed that the City needed to move on. He was uncomfortable with the interest cost.

Alderman Hanson was also concerned about the interest cost. The bank would lower the interest rate with the necessary documentation.

Alderman Fruin expressed his interest in a motion. City staff would seek an outside opinion and return to the Council with a final recommendation by the Council's March 8, 2010 meeting.

Alderman Sage was not suggesting that the City owed something. He did not believe that there would be dramatic interest savings in the next sixty to ninety (60 – 90) days. The City should pay what it owes and be fair to the taxpayers. He supported a request for an outside opinion in order for the Council to make the best decision.

Mayor Stockton presented the Council with three (3) options: 1.) approve the item as presented; 2.) delay the item until a date specific for expert opinions; and 3.) approve for a set amount and negotiate the remainder.

Alderman Stearns expressed her support for Alderman Sage's comments. A year has passed. City staff would come back to the Council with a thorough review. Tonight's recommendation showed little difference from the original recommendation. She restated that the City would spend \$888,000 for plans for a road to no where. She cited tax increases and the need for accountability.

Alderman Huette acknowledged that there appeared to be a consensus for a third party review. He stated the need to bring this item to a conclusion. Both parties have shared in this cost.

Mr. Hales informed the Council of his uncertainty regarding cost. City staff would need to move quickly.

Alderman Fruin stated that the City would need to retain an accountant and an attorney.

Alderman Anderson hoped that the dialogue between the City and ICW would continue.

Mayor Stockton noted that the Council needed to be convinced of the amount due. The Council needed to make a decision and address the concerns raised by Mr. Hales.

Alderman Hanson stated his support for staff's recommendation.

Motion by Alderman Fruin, seconded by Alderman Stearns that City staff retain outside legal counsel and an accountant in an amount not to exceed \$15,000 to address the questions raised by Council and make a recommendation to same regarding appropriate action by the City by the Council's March 8, 2010 meeting.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Anderson, Sage, Fruin and Purcell.

Nays: Alderman Hanson, McDade and Huette.

Motion carried.

The following was presented:

SUBJECT: Implementation of an “Adopt-a-Street” Program

RECOMMENDATION: That the “Adopt-a-Street” Program be implemented.

BACKGROUND: The Adopt-A-Street Program is a partnership between the City and the people who live and work in Bloomington to keep the City free of litter one (1) street at a time. Groups adopt a street and agree to remove litter a minimum of four (4) times per season. All groups are provided with safety vests and trash bags in the amount requested to fit the number of volunteers. The Waste Management Division of Public Works Department will pick up filled trash bags after cleanup. The filled trash bags must be placed at a location approved by the Public Works Department. The following are advantages of the Adopt-a-Street Program:

- Clean Streets encourage neighborhood pride and increase property values
- Reduce water pollution
- Improve the attractiveness of the City
- Increase the public awareness of environmental issues
- Reduce roadway pollution
- Reduce the cost of litter removal
- People litter less in clean neighborhoods

Citizens can participate in an Adopt-a-Highway program through the State of Illinois. The City’s Adopt-a-Street program will allow citizens to adopt a City street that is not on a state route. Staff has provided a list of streets that can be adopted by groups. The following are examples of groups who can participate in the program:

- Civic Associations
- Fraternities or Sororities
- Church Groups
- Neighborhood Organizations
- Families
- Businesses

The group signs an application with the City and accepts the responsibility of picking up litter on a section of street for the period beginning April 1 and ending November 1 of each year. The application is renewable every two (2) years by written notice from the City. Staff respectfully recommends that Council approve the implementation of an “Adopt-a-Street” Program to improve the attractiveness of the City.

percent (85%) of the cost based on flow rates, calculated at eighty-five percent (85%) Bloomington and fifteen percent (15%) Village.

The Village has met their Agreement obligations in obtaining land, easements, permits, and design plans for bidding, and on December 8, 2009 opened bids for construction of the sewer.

Fischer Excavating, Inc., Freeport, IL	Alternate A: \$5,535,150.92 Alternate B: \$5,098,768.26 LOW BID
Stark Excavating, Inc., Bloomington, IL	Alternate A: \$5,730,287.25 Alternate B: \$5,302,620.50
Super Excavators, Inc., Menominee Falls, WI	Alternate A: \$6,598,085.00 Alternate B: \$6,007,955.00
Merryman Excavation, Inc., Woodstock, IL	Alternate A: \$7,989,350.00 Alternate B: \$7,679,507.00
Engineer Estimate	\$4,874,354.00

Alternate A: Vitrified Clay Pipe
Alternate B: Fiberglass Reinforced Mortar Pipe

The Village has applied for a low interest loan from the Illinois Environmental Protection Agency (IEPA) to pay costs associated with the sewer. The City is obligated to repay eighty-five percent (85%) of this loan, on the basis described above. There are items in the bid, such as force main and pump station work, for which the City's responsibility is less than eighty-five percent (85%). Therefore, the City's total obligation for construction costs plus contracted construction observation and loan administration services is \$3,728,100. Current IEPA Sewer Loans utilize ARRA (Stimulus) Funds and include twenty-five percent (25%) principle forgiveness and zero percent (0%) interest on the balance for twenty (20) years, resulting in an estimated City loan repayment amount of \$140,000 annually. The bid results will be forwarded to IEPA for their review and final loan approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Village of Downs.

FINANCIAL IMPACT: This project is expected to be completed during the first quarter of 2011. IEPA Loan repayment would begin six (6) months later, in the fourth quarter of 2011. The City loan repayment obligation will be approximately \$140,000 annually for twenty (20) years, including twenty-five percent (25%) principle forgiveness and zero percent (0%) interest on the balance. This payment would be made from the City Sewer Maintenance and Operation Fund, X52100-73196.

As indicated in the April 30, 2009 audit, the Sewer Fund unrestricted net asset balance is (\$5,074,937). Unrestricted net assets are resources available to support the daily operations of

the specific fund. Therefore, without sufficient revenue to offset these expenditures it is likely the deficit will increase.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Jim Karch
Director of Public Works

J. Todd Greenburg
Corporation Counsel

To be presented at City Council meeting:

David A. Hales
City Manager

David Hales, City Manager, introduced this item. This project dated back to 2005. The City anticipated a growing and increasing need for sewer capacity. There was a contractual obligation and the City was the major party. The City was not in a position to back out of this agreement. There would be a future return to the City. Sewerage must pass through the Village of Downs to reach the Randolph Treatment Plant. The Village has obtained a low interest loan for the Illinois Environmental Protection Agency, (IEPA). There would be a twenty-five percent (25%) principal forgiveness, (stimulus funds). In addition, the loan may become a zero percent (0%) interest one. The first payment would be due in 2011. For the City, the source of funding would be the City's Sanitary Sewer Fund. This fund's current balance was a negative \$5 million. The Sewer Rate was scheduled to increase in 2010, 2011 and 2012. This fund needed to be restored to a positive balance. The Council needed to take a serious look at the sewer rates. He cited the state of the economy and the fact that growth had stagnated.

Jim Karch, Director of Public Works, addressed the Council. He informed the Council that the Village had not received anything official in writing. However, there were favorable indications.

Alderman Purcell questioned the benefit of this thirty-six inch (36") sewer. Mr. Karch noted that the Council had been provided with a map. It would be a gravity sewer. In addition, there was a proposed future sewer, (five miles gravity sewer), which would eliminate the need for Grove at Kickapoo Creek Pump Station, (GKCPS). He estimated the cost for this sewer at \$8 - \$10 million. This figure did not include all costs.

Alderman Fruin stated that the City should honor its commitments. He questioned if the City could renegotiate the terms with the Village. Mr. Karch noted that the fifteen percent (15%) represented a significant cost to the Village's residents. The GKCPS could serve additional acres. He acknowledged that there was a need but the issue was timing.

Alderman Sage noted that the City would be over sizing the Village's sewer to serve the future needs of the City.

Mayor Stockton noted the City's obligations. Todd Greenburg, Corporation Counsel, addressed the Council. He stated that the parties have the ability to voluntarily renegotiate the terms. The Village was required to acquire the necessary easements and secure the funding.

Alderman Schmidt questioned what the City was legally obligated to do. She did not see growth coming. She had a lot of questions. Mr. Greenburg believed that the Village's ability to obtain funding was contingent upon the City's action. The Village cannot directly receive funding from the IEPA.

Mr. Karch believed that the bid pricing was good for thirty to sixty (30 – 60) days. Mr. Hales noted the IEPA funding and believed that there should be a longer time frame. Mr. Greenburg suggested that the City request a second opinion.

Alderman Sage cited the situation with Fire Station #5. He cited the capital investment. There needed to be a different philosophy going forward. The City needed to make adjustments.

Mr. Karch believed that the Village had been encouraged by the IEPA to move away from septic fields. The Village has to take action. He cited the difference between the ten inch (10") versus thirty-six inch (36") line. He restated the issue of timing and the cost/benefit ratio.

Alderman McDade questioned the Downs Crossing development and the Village's situation. Mr. Karch noted that the Downs Crossing development would be a branch off the trunk line and be served by same. He could not answer the second issue.

Mr. Hales recommended that the Council approve this item. A previous Council had approved the contract in good faith. The situation today was different. The first payment was not due until 2011. He restated his overall concern for the sewer fund. He noted that there were annexation agreements which held future obligations. The City needed to accept the bid, learn from same, and move forward.

Alderman Huette cited the impact of sprawl. He expressed his concern for the sewer fund. He believed that this sewer would act as a flag to encourage sprawl. It would add to the problem.

Alderman Schmidt stated that the Council had to begin to act. She reflected on the current situation. The City has to face its growth issues. The City needs to take care of what it already has.

Mr. Hales believed that the City had a plan to be there. The City would develop a comprehensive Capital Improvement program. Growth would be targeted.

Alderman Sage cited the condition of the Sewer Fund. Incentives were given to the Grove at Kickapoo Creek for sewers.

Alderman Anderson stated that there was a need for feasibility studies to be done which would determine the return on the City's investment. The City cannot continue to take this type of action. He expressed his concern for future annexation agreements.

Alderman Fruin restated that the City needed to honor its commitments. He recommended that the City renegotiate with the Village.

Mr. Hales recommended that the Council lay this item over until their January 11, 2010 meeting. Mr. Greenburg reminded the Council that the Village Board would also need to meet.

Mayor Stockton noted that the bids have been opened. The City might request additional time and information.

Mr. Hales added that the City might pull out and size the sewer to meet the Village's needs.

Motion by Alderman Fruin, seconded by Alderman Hanson that City staff be directed to pursue all options with the Village of Downs, that a progress report be placed on the Council January 11, 2010 meeting agenda, and an Executive Session be scheduled if needed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

Mark Huber, Director – PACE, addressed the Council regarding the one bid for a Community Development project at 536 W. Grove Street. This bid was for siding, windows and doors. Future Window, Siding & Roofing submitted a bid in the amount of \$12,882. Everything was in order. He recommended approval.

Motion by Alderman Schmidt, seconded by Alderman Anderson that the bid for 536 W. Grove St. be awarded to Future Window, Siding & Roofing in the amount of \$12,882, and orders to proceed be issued.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried

MAYOR'S DISCUSSION: Mayor Stockton stated that it had been a full year. Much had been accomplished. There was still a lot to do. He hoped the New Year would be good to the City.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, addressed the Council. The Council's regular monthly meetings will be held at 7:30 p.m. in 2010.

Budget season would begin in thirty (30) days. The Council would receive budget reports. The Council needed to finish its work on the Strategic Plan and Action Plan for 2010.

The Council's January 11, 2010 meeting will have a full agenda, (Work Session – Casualty Insurance Fund/Mike Nugent and Water Supply). Additional Work Sessions topics would be presented to the Council in late January 2010.

Mr. Hales recognized City staff efforts. The City had made significant changes. He believed that there were those who held unrealistic expectation levels. Major changes will take time. Key concerns were the work load and the stress levels which were described as high. He encouraged the Council to reach out to City staff.

In these difficult economic times, he wished all present Happy Holidays.

Motion by Alderman Schmidt, seconded by Alderman Purcell, that the meeting be adjourned. Time: 11:17 p.m.

Motion carried.

**Tracey Covert
City Clerk**

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