



ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

MARCH 9, 2015

ADDITION TO CONSENT AGENDA

- Item 7B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.) *City Council Memorandum and attachment.*

ADDITION TO REGULAR AGENDA

- Item 8A. Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement and Agreement with Sugar Creek Packing Co. (Recommend that the Agreement with Sugar Creek Packing Co. located at 412 East St. be acquired at an acquisition amount not to exceed \$245,000. be approved, the Ordinance Amending the Budget to Add Funds to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund be passed and the Mayor and City Clerk be authorized to execute the necessary documents.) *Attachment 6: Agreement to Purchase.*



FOR COUNCIL: March 9, 2015

SUBJECT: Bills and Payroll

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

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$4,190,865.56, (Payroll total \$2,239,073.37, Accounts Payable total \$1,951,792.19)

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk's office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

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

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON FINANCE REPORT

Council of March 09, 2015

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
2/27/2015	\$ 212,526.63	\$ 75,518.62	\$ 288,045.25
3/5/2015	\$ 1,265,175.39	\$ 333,004.30	\$ 1,598,179.69
3/6/2015	\$ 225,341.02	\$ 78,207.56	\$ 303,548.58
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
2/27/2015-3/5/2015	\$ 43,312.81	\$ 5,987.04	\$ 49,299.85
Off Cycle Adjustments		\$ -	\$ -
		PAYROLL GRAND TOTAL	\$ 2,239,073.37

ACCOUNTS PAYABLE

Date	Bank	Total	PCARD
3/9/2015	AP General	\$ 1,856,601.41	
	AP BCPA		
3/9/2015	AP Comm Devel	\$ 14,809.57	
	AP IHDA		
3/9/2015	AP Library	\$ 40,024.71	
	AP MFT		
2/25/2015-3/02/2015	Off Cycle Check Runs	\$ 40,356.50	
	AP GRAND TOTAL	\$ 1,951,792.19	
			PCARD GRAND TOTAL
			WIRES
			Date
			Total
			\$ -
			WIRE GRAND TOTAL

TOTAL

\$ 4,190,865.56

Respectfully,

Patti-Lynn Silva
Director of Finance

AGREEMENT TO PURCHASE

This Agreement between the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation organized under the laws of the State of Illinois, whose mailing address is 109 East Olive Street, P.O. Box 3157, Bloomington, Illinois 61702-3157 (the "Buyer") and SUGAR CREEK PACKING CO., an Ohio corporation with principal offices at 495 Old Chillicothe Road S.E., Washington Court House, Ohio 43160 (the "Seller").

Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth herein, all of Seller's rights, title and interest in the real estate commonly known as the Sugar Creek Packing Co. facility, located at 410 South East Road, Bloomington, Illinois, and legally described on Exhibit A attached hereto (the "Property").

Section 1. Down Payment, Price and Terms:

Buyer will deposit with Cornerstone Title Agency, LLC the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "Down Payment") within three (3) days after this Agreement has been signed by both parties, which shall be held in trust in a non-interest-bearing account and applied on the Purchase Price when the transaction is closed; or, if Seller fails or refuses to perform Seller's part of this Agreement, the Down Payment shall be returned to Buyer; or if Buyer fails or refuses to perform Buyer's part of this Agreement, the Down Payment shall be delivered to Seller. Such delivery or return of the Down Payment shall not in any way prejudice the rights of either party to any remedy for such failure or refusal.

The purchase price shall be Two Hundred Forty-Five Thousand and No/100 Dollars (\$245,000.00), due and payable from Buyer to Seller at closing.

Section 2. Method of Payment:

Buyer shall pay the purchase price in cash, cashier's check, certified funds or the equivalent.

Section 3. Closing:

This Agreement shall be closed within fifteen (15) days of the completion of the Inspection Period (as defined below in Section 9). Seller shall surrender possession of the Property to Buyer at the time of closing.

Section 4. Closing Costs:

Unless otherwise stated, closing costs are to be paid as follows: 1) Seller shall pay all Seller's existing loans, liens and related costs affecting the sale of the Property, Seller's settlement fees, the balance on any leased items that remain with the Property, and title insurance policy fees and costs; and 2) Buyer shall pay transfer taxes, deed recording fees, hazard and other required insurance, and Buyer's settlement fees.

Section 5. Conveyance:

At closing Seller shall convey and transfer the Property to Buyer by warranty deed subject to the exceptions permitted herein. At the same time the purchase price shall be paid and all documents relative to the transaction shall be signed and delivered.

Section 6. Items Included or Excluded:

Included, if present, as part of the Property sale are: all real estate, buildings, improvements, appurtenances (easements, rights of way and privileges) and fixtures. Fixtures include all things which are attached to the structure(s) by nails, screws, or other permanent fasteners, including, but not limited to, all of the following, if present: attached light fixtures and bulbs, heating and cooling equipment and thermostats, plumbing fixtures and equipment, all doors, all windows and screens, all security system components and controls, all fencing, and landscaping and outdoor lighting.

Section 7. Title Evidence:

Upon acceptance of this Agreement, Seller shall within thirty (30) days furnish at Seller's expense a commitment for an owner's title guaranty policy issued by a company licensed to issue the same for the county in which the Property is located for the amount of the purchase price, subject to, but not limited to, the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, (c) zoning laws and ordinances, (d) easements of record or in place affecting the Property, if any, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, (g) mortgage or other lien that may be eliminated at closing by application of the purchase price and (h) rights of tenants in possession.

Buyer or Buyer's attorney shall within a reasonable time after receiving such title evidence deliver to Seller a report in writing specifying any objections made to the title. If material objections made to the title in such report are not cured within twenty (20) days after such report is so delivered, this Agreement shall, at Buyer's option, be void. Buyer may, nevertheless, elect to take such title as it then is, and in such case, Seller shall convey the Property as agreed.

Section 8. Survey:

Buyer, at its expense, shall obtain within thirty (30) days of the date of this Agreement a staked survey of the Property. Upon Seller's written request, Buyer shall furnish a copy of the survey to Seller. Such survey shall show the location and course of all visible and recorded easements and rights-of-way, access to public rights-of-way, the location of the building and improvements on the subject Property (including fences, if any) to be within the lot lines and not encroaching over any setback line or easement, and no encroachments of buildings or other improvements from adjoining properties. If said survey shows improper location of improvements or encroachments and Buyer is unable to obtain title insurance protection, against any loss resulting from such improper location or encroachment, Buyer may, at Buyer's option, declare this Agreement null and void.

Section 9. Inspection:

From the date of this Agreement and continuing for a period of sixty (60) days from receipt of the documents described below ("Inspection Period"), Buyer, its employees and agents, shall have the right to inspect:

(a) The Property, including the right to make such physical investigations and studies of the structural and mechanical aspects of the Property as well as any environmental impacts in any way associated with the Property, as Buyer shall deem necessary, provided that Buyer shall hold Seller harmless from any claims or liabilities based upon accidents, injuries or damages sustained by virtue of Buyer's inspection pursuant to this Paragraph.

(b) The leases relating to the Property.

(c) All contracts of the Property.

(d) All notices of changes in assessed valuation relating to the Property for the current or subsequent tax year, if any, in possession of the Seller, and the current real estate tax bill(s) covering the Property.

(e) All statements and invoices for the past year covering all utilities (electricity, gas and water) relating to the Property.

(f) All insurance policies insuring the Property and the improvements and personal property located thereon which may be assumed by Buyer.

Seller agrees to cooperate in all respects to facilitate Buyer's inspection and agrees to promptly make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available. If Buyer shall advise Seller at any time prior to the expiration of the Inspection Period that Buyer, in its sole discretion, elects not to proceed with the transaction contemplated hereunder, this Agreement shall thereupon terminate and neither party hereto shall have any further rights against the other. In the absence of written notice from Buyer to Seller prior to expiration of the Inspection Period that Buyer has noted any concerns of conditions of the Property, which are unacceptable to Buyer, this contingency shall be deemed waived. Buyer shall not suffer or permit any mechanic's liens to attach to the Property, and Buyer shall hold Seller harmless from any and all claims and liabilities based upon accidents or injuries sustained by virtue of Buyer's possession or use of the Property pursuant to any and all inspections of the Property pursuant to this Agreement.

Section 10. Performance:

This is an enforceable Agreement placing specific obligations on the Buyer and Seller. Either party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

Section 11. Environmental Matters:

Seller warrants that Seller has not used the Property nor any portion thereof for the production, release, or disposal of hazardous or toxic wastes or materials as defined by any federal, state, or local law, ordinance or regulation relating to environmental conditions, including, but not limited to, soil and groundwater conditions, and that Seller and any tenant on the Property has not generated, stored, handled or otherwise dealt with hazardous or toxic waste, substance or material and will not do so prior to closing. Buyer represents and warrants that it shall independently investigate and analyze to its satisfaction, and at its own expense, the environmental condition, value and the profitability of the Property. Buyer acknowledges and agrees that Buyer shall be purchasing the Property in an “AS IS” “WHERE IS” and “WITH ALL FAULTS” condition at the date of closing with respect to environmental matters.

Section 12. Prorations, Taxes and Assessments:

At closing, Buyer shall become responsible for the payment of taxes on the Property. Seller shall remain responsible and obligated for paying any and all real estate taxes, as well as any other special assessments, due prior to closing and as prorated and detailed herein. If not already paid by Seller, Buyer will receive a credit for the 2014 taxes (payable in 2015) prorated to the date of closing hereunder, based on the most recent tax bill and Seller’s share thereof shall be deducted from the purchase price due from Buyer to Seller. Buyer shall thereafter pay the 2014 taxes (payable in 2015) and subsequent year’s taxes, as applicable.

Section 13. Risk of Loss:

This Agreement is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

Section 14. Seller’s Representations, Warranties and Covenants:

Seller hereby represents, warrants and covenants to Buyer as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

(a) Seller is the sole owner of the Property and has full right and authority to transfer such title to Buyer.

(b) Seller has the power and authority to execute this Agreement and to perform the obligations imposed on Seller hereunder.

(c) There are no matters of litigation, administrative actions or arbitration pending or threatened against Seller with respect to the Property or against the Property, and Seller has no knowledge of any environmental defect or problem in or on the Property.

Section 15. Operations on the Property:

Seller agrees that, during the time between the execution of this Agreement and the date of closing, it shall not grant any leases, easements or licenses on the Property and shall not improve the Property or erect any structures or improvements thereon or in any manner change the Property without Buyer’s prior written consent.

Section 16. Buyer's Representations and Warranties:

Buyer hereby represents and warrants to Seller as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

- (a) Buyer has the legal capacity to enter into this Agreement.
- (b) There are no matters of litigation, administrative actions or arbitration pending or threatened against Buyer with respect to the subject matter of this Agreement

Section 17. Brokers:

Seller represents and warrants to Buyer that it has not utilized the service of any real estate broker, salesperson or finder in connection with this Agreement or the transaction contemplated hereby.

Section 18. Default:

In the event that Buyer shall fail to perform any of the covenants on their part hereby made and entered into, Seller may pursue such remedies as are available either at law or in equity, including suit for specific performance or damages. In the event of default hereunder by Seller (other than failure to provide merchantable title or a title guaranty policy as aforesaid, in which event Buyer may either (a) take title subject to said defects or (b) have refunded all payments made by him hereunder, in which event neither party shall have any further right against the other), Buyer may pursue such remedies as are available at law or in equity, including suit for specific performance or damages.

Section 19. General Conditions and Stipulations:

(a) Buyer acknowledges and agrees that, other than a representation or warranty expressly set forth in this Agreement and expressly surviving the closing (subject to any limitations on survival provided herein), the Property is sold "AS IS" "WHERE IS" and "WITH ALL FAULTS" and neither Seller, nor any agent or representative of Seller, has made, nor is Seller liable for or bound in any manner by any express or implied warranties, guarantees, promises, statements, inducements, representatives or information pertaining to the Property or any part thereof, the physical condition, environmental condition, income, expense or operations of the Property, the uses which can be made of the same or any other matter or thing with respect thereto. Without limiting the foregoing, Buyer acknowledges and agrees that, other than a representation or warranty expressly set forth in this Agreement and expressly surviving the closing (subject to any limitations on survival provided herein), Seller is not liable for or bound by (and Buyer has not relied upon) any oral or written statements, representations or financial statements pertaining to the Property furnished by Seller or any employee, agent, consultant or other person representing or purportedly representing Seller. Buyer further acknowledges, agrees and represents that, other than a representation or warranty expressly set forth in this Agreement and expressly surviving the closing (subject to any limitations on survival provided herein), Buyer shall be purchasing the Property in an "AS IS" "WHERE IS" and "WITH ALL FAULTS" condition at the date of closing with respect to the structural and mechanical elements of the

improvements, the physical and environmental condition of the Property, the fire-life safety systems and the furniture, fixtures and equipment located thereon or attached thereto, which are being conveyed pursuant to this Agreement, and Buyer, hereby releases Seller from any and all obligations, liabilities, claims, demand, suits, causes of action, damages, judgments, costs and expenses relating to any of the structural and mechanical elements of the improvements, the physical and environmental condition of the Property, the fire-life safety systems and the furniture, fixtures and equipment located thereon or attached thereto, which are being conveyed pursuant to this Agreement, subject to Buyer's rights provided herein for a breach of any representation or warranty expressly set forth in this Agreement and expressly surviving the closing (subject to any limitations on survival provided herein). Buyer also represents that, without limiting any of Buyer's rights contained herein or in a closing document or the representations, warranties and covenants set forth herein, as of the closing date, it shall have independently investigated, analyzed and appraised to its satisfaction the value and the profitability of the Property. Buyer acknowledges that, to the extent required to be operative, the disclaimers of warranties contained in this section are "conspicuous" disclaimers for purposes of any applicable law, rule, regulations or order. The provisions of this Section shall survive the closing.

(b) Time shall be considered to be of the essence of this Agreement. This Agreement shall extend to and be obligatory upon the heirs, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers or Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.

(c) All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to Seller or to Buyer at their respective addresses set forth herein shall be considered sufficient service thereof.

(d) This Agreement contains all the terms and conditions agreed upon by the parties, and supersedes all oral agreements, regarding the subject matter of this Agreement and may only be amended or altered in writing signed by all parties.

(d) This Agreement may be executed on one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.

(e) This Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Illinois.

IN WITNESS WHEREOF, Buyer and Seller have made and executed this Agreement this _____ day of _____, 2015.

BUYER:

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

By: _____
Tari R. Renner, Mayor

Attest: _____
Renee Gooderham, Interim City Clerk

SELLER:

SUGAR CREEK PACKING CO.

By: _____

Attest: _____

EXHIBIT A

Tract No. 1:

Lot 2 and 7 feet off the entire South side of Lot 1, all in Block 2 in Flagg's First Addition to Bloomington, being a Subdivision of part of the Southeast 1/4 and part of the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded January 26, 1858 in Book 34 of Deeds, page 67 and re-recorded in Plat Book 3, page 122, in McLean County, Illinois.

Tract No. 2:

Lot 1 in Block 2 in Flagg's First Addition to the City of Bloomington (except 7 feet off the entire South side thereof), being a part of the Southeast 1/4 and part of the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded January 26, 1858 in Book 34 of Deeds, page 67 and re-recorded in Plat Book 3, page 122, in McLean County, Illinois.

Tract No. 3:

A tract of land described as follows: Commencing on the East side of Albert Street (now East Street) in the City of Bloomington, 543.50 feet South of Olive Street (formerly Charles Street); thence East 128 feet; thence South to the North line extended East of Lot 1 in Block 2 in Flagg's First Addition to the City of Bloomington; thence West to the East line of Albert Street (now East Street); thence North to the place of beginning, being part of Lot 29 in the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.