CITY OF BLOOMINGTON

CITY COUNCIL - REGULAR SESSION MEETING

DECEMBER 11, 2023

COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

This portion of the meeting recognizes individuals, groups, or institutions publicly, as well as those receiving a proclamation, or declaring a day or event.

PUBLIC HEARING

Items that require receiving public testimony will be placed on the agenda and noticed as a Public Hearing. Individuals have an opportunity to provide public testimony on those items that impact the community and/or residence.

PUBLIC COMMENT

Each City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is alloted up to 3 minutes to speak. Individuals wishing to email public comment or speak remotely must email comments and/or register online at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person must register up to 5 minutes before the start of the meeting. Speakers will be selected at random. Public comment is a time to provide feedback. City Council does not respond to public comment. Speakers who engage in threatening or disorderly behavior will have their time ceased.

CONSENT AGENDA

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

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

REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation, ask questions of City Staff, seek additional information, or deliberate prior to making a decision will be placed on the Regular Agenda.

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

Ward 1 - Jenna Kearns
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Nick Becker
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Tom Crumpler

City Manager - Tim Gleason
Deputy City Manager - Billy Tyus
Deputy City Manager - Jeff Jurgens

CITY LOGO DESIGN RATIONALE

The CHEVRON Represents: Service, Rank, and Authority Growth and Diversity A Friendly and Safe Community A Positive, Upward Movement and Commitment to Excellence!

MISSION, VISION, AND VALUE STATEMENT

MISSION
To Lead, Serve and Uplift the City of Bloomington

VISION
A Jewel of the Midwest Cities

VALUES
Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

- Financially Sound City Providing Quality Basic Services
- Upgrade City Infrastructure and Facilities Grow the Local Economy
- Strong Neighborhoods
- Great Place - Livable, Sustainable City
- Prosperous Downtown Bloomington

CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, DECEMBER 11, 2023, 6:00 PM

1. **Call to Order**

2. **Pledge of Allegiance to the Flag**

3. **Remain Standing for a Moment of Silent Prayer and/or Reflection**

4. **Roll Call**

5. **Recognition/Appointments**

   A. Recognition of Board and Commission Appointments, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*

6. **Public Comment**

   Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.cityblm.org/register at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.

7. **Consent Agenda**

   Items listed on the Consent Agenda are approved with one motion; Items pulled by Council from the Consent Agenda for discussion are listed and voted on separately.

   A. Consideration and Action to Approve the Minutes of the November 13, 2023, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

   B. Consideration and Action on Approving Bills and Payroll in the Amount of $12,459,636.08, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

   C. Consideration and Action on Approving the John M. Scott Health Care Trust Fiscal Year 2023 Annual Trust Report, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Annual Trust Report be approved.)*

   D. Consideration and Action on Approving a Contract with Aimbridge Hospitality for Temporary Relocation Services (RFP #2024-21) related to the Lead-Based Paint Hazard Reduction Program at a unit price of $109 per night, as requested by the Economic & Community Development Department. *(Recommended Motion: The*

proposed Contract be approved.)

E. Consideration and Action on Approving, as a limited source, the Tyler MUNIS upgrade and Software as a Service Agreement and SaaS migration payment with Tyler Technologies, for various MUNIS modules of the City's Enterprise Resource Planning (ERP) system, cloud-hosted systems and storage, data migration, and project management, in the amount of $353,963, as requested by the Information Technology Department. *(Recommended Motion: The proposed Agreement be approved.)*

F. Consideration and Action on Approving a Change Order in the Amount of an additional $7,206 for the Upfitting of twelve (12) Police Vehicles from Public Safety Direct Inc., as requested by the Police Department. *(Recommended Motion: The proposed Change Order be approved.)*

G. Consideration and Action on Approving an Intergovernmental Agreement between the City of Bloomington and the County of Mclean for Use of the City of Bloomington Police Shooting Range, as requested by the Police Department. *(Recommended Motion: The proposed Agreement be approved.)*

H. Consideration and Action on Approving an Intergovernmental Agreement between the City of Bloomington and the Town of Normal for the use of the City of Bloomington Police Shooting Range, as requested by the Police Department. *(Recommended Motion: The proposed Agreement be approved.)*

I. Consideration and Action on Approving a Three-year Service Agreement for the maintenance and support of the City's video security cameras and associated wireless radio network provided by Scientel Solutions, LLC, up to the amount of $442,960.21, as requested by the Information Technology Department and the Police Department. *(Recommended Motion: The proposed Agreement be approved.)*

J. Consideration and Action on Approving a Resolution Authorizing the City of Bloomington's Participation in the Settlement Agreement Program Arising from the National PDAS/PFOA Multi-District Litigation, as requested by the Legal Department. *(Recommended Motion: The proposed Resolution be approved.)*

K. Consideration and Action on Approving an Ordinance Authorizing a Construction Agreement with Garneau Construction, Inc. for the Tuckpointing & Sealing 2023 Project (Bid #2024-16), in the Amount of $758,991, as requested by the Department of Operations & Engineering Services and the Parks & Recreation Department. *(Recommended Motion: The proposed Ordinance be approved.)*

L. Consideration of and Action on an Ordinance Amending Chapter 22.2 Regarding the Declaration of the City of Bloomington’s Human Relations Policy, as requested by the Legal Department. *(Recommended Motion: That the proposed Ordinance be adopted.)*

8. Regular Agenda

A. Consideration and Action on (1) an Ordinance Amending the Bloomington City Code Updating Chapters 6, 7, 21, 29, 32, 36, 41, 43, and 45 and Deleting Chapters 9, 22 (Art. XI.), 22.5, 26, and 30 Pertaining to Licenses Administered by the City Clerk;

and (2) an Ordinance Amending the Bloomington City Code Updating Chapters 7, 29, 32, 36, 41, and 43 Regarding Penalties and the Schedule of Fees in Chapter 1 Pertaining to Licenses, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinances be Approved.) (Presentation by Tim Gleason, City Manager, and Leslie Yocum, City Clerk, 10 minutes; and City Council Discussion, 10 minutes.)*

B. Consideration and Action on an Ordinance Levying Taxes for the City of Bloomington, McLean County, Illinois for the Fiscal Year Beginning May 1, 2023, and Ending April 30, 2024, for the City of Bloomington in the Amount of $23,420,384, as requested by the Finance Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager, and Scott Rathbun, Finance Director, 10 minutes; and City Council Discussion, 10 minutes.)*

C. Consideration and Action on an Ordinance Levying Taxes for the Bloomington Public Library, McLean County, Illinois for the Fiscal Year Beginning May 1, 2023, and Ending April 30, 2024, for the City of Bloomington in the Amount of $6,580,000, as requested by the Finance Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager, Scott Rathbun, Finance Director, and Jeanne Hamilton, Library Director, 3 minutes; and City Council Discussion, 10 minutes.)*

D. Consideration and Action on Approving Two Resolutions Abating Property Taxes Totaling Approximately $5,204,592.57, including (1) a Resolution Abating All or a Portion of the Taxes Heretofore Levied to Pay Debt Service on Certain Obligation Bonds of the City of Bloomington, McLean County, Illinois; and (2) 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, as requested by the Finance Department. *(Recommended Motion: The proposed Resolutions be approved.) (Presentation by Tim Gleason, City Manager, and Scott Rathbun, Finance Director, 5 minutes; and City Council Discussion, 3 minutes.)*

9. Finance Director's Report

https://www.cityblm.org/government/advanced-components/documents/-folder-145

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

14. Adjournment

Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 mhurt@cityblm.org.

RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Board and Commission Appointments, as requested by the Administration Department.

RECOMMENDED MOTION: None; recognition only.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included appointments are representative of City Council's approval from the November 27, 2023 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:
ADM 1B Recognition of Appointment from 112723 Council

Appointment

Tri-County River Valley Development Authority:

- **Patrick Hoban**

Appointment

Citizens' Beautification Committee:

- **Eldon Haab**

CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the November 13, 2023, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

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

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

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk. In compliance with the Open Meetings Act, Council minutes must be approved thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, Council minutes are available for public inspection and posted to the City's website within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:
CLK 1B Minutes

MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, NOVEMBER 13, 2023, 6:00 P.M.

The City Council convened in regular session in the Government Center Chambers at 6:00 P.M., Monday, November 13, 2023. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Recognition/Appointments

The following item was presented:

Item 5. A. Recognition of a Board and Commission Appointment, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized the appointment of Michaela Kent to the Citizen's Beautification Committee.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. No emailed public comment was received. The following spoke in person: (1) Gary Lambert; (2) Scott Stimeling; (3) Surena Fish; and (4) Dale Naffziger.

Consent Agenda

Items listed on the Consent Agenda are approved with one motion; Items pulled by Council from the Consent Agenda for discussion are listed and voted on separately.

Council Member Crumpler made a motion, seconded by Council Member Boelen, to approve the Consent Agenda as presented.

Item 7.A. Consideration and Action to Approve Bills and Payroll in the Amount of $13,723,604.20, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.B. Consideration and Action to Approve an Appointment to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointment be approved.)

Item 7.C. Consideration and Action on Approving a Purchase Order with Dell, Inc. for the Microsoft Enterprise Software Annual Renewal for Software Maintenance and Support Covering the City's Microsoft Licensing, in the Amount of $275,297.92, as requested by the Information Technology Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.D. Consideration and Action on an Ordinance Incorporating City Policy for Paid Leave and Benefits for All City of Bloomington Employees and Opting out of the Illinois Paid Leave for All Workers Act (820 ILCS 192/1 et. seq.), as requested by the Legal Department, N/A. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE 2023 – 108

AN ORDINANCE INCORPORATING EXISTING CITY POLICY FOR PAID LEAVE AND BENEFITS FOR ALL CITY OF BLOOMINGTON EMPLOYEES, AND OPTING OUT OF THE ILLINOIS PAID LEAVE FOR ALL WORKERS ACT (820 ILCS 192/1 et seq.)

Item 7.E. Consideration and Action on a Request from Crawfords Corner Pub, LLC d/b/a Crawfords Corner Pub, located at 610 W. Chestnut St., for a Redefinition of Premises for their Class TAS (Tavern, All Types of Alcohol, Sunday Sales) Liquor License , as requested by the City Clerk Department. (Recommended Motion: The proposed Redefinition of Premises be approved.)

Item 7.F. Consideration and Action on an Application from No Ceiling Hospitality, LLC, d/b/a Shake It Up Cocktail Lounge, located at 105 W. Front St., Requesting Approval of a Change of Ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Change in Ownership be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

Regular Agenda

No Regular Agenda was presented.

City Manager's Discussion

City Manager Gleason provided leaf pickup updates and mentioned upcoming events Downtown. He gave property tax updates and discussed cancellation of the upcoming Committee of the Whole meeting and creation of a Special Meeting instead.

Mayor's Discussion

No comments were made.

Council Member's Discussion

Council Member Becker spoke about the Safety Act that recently went into effect and thanked McLean County criminal justice workers for everything they do.

Council Member Montney spoke about property tax increases and how the library had spent its grant money. She asked that Council be empathetic to financial hardships in the Community when voting in the coming weeks regarding the topic.

Council Member Ward highlighted an upcoming event from Not in Our Town.

Executive Session

A. Semi-Annual Review of Minutes - Section 2(c)(21) of 5 ILCS 120

Council Member Boelen made a motion, seconded by Council Member Hendricks, to enter Executive Session per Section 2(c)(21) of 5 ILCS 120 to discuss the Semi-Annual Review of Minutes.

Council entered Executive Session at 6:36 P.M.

Adjournment

Council returned to Open Session at 6:59 P.M.

Council Member Boelen made a motion, seconded by Council Member Ward, to return to open session and adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 7:02 P.M.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

DRAFT

CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of $12,459,636.08, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

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

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

BACKGROUND: Bills and Payroll are filed in the City Clerk's Department. The full Bills and Payroll Report is now housed under Finance documents on the City website, available at https://www.cityblm.org/bills.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved $12,459,636.08 (Payroll total $3,031,823.48, Accounts Payable total $9,214,831.10, Bank Transfers total $24,351.82, and Procurement Card Purchases total $188,629.68).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Stacey Moews,

ATTACHMENTS:
FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
12/1/2023	$ 2,473,528.44	$ 558,028.09	$ 3,031,556.53
Off Cycle Adjustments	$ 250.00	$ 16.95	$ 266.95
		PAYROLL TOTAL	**$ 3,031,823.48**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
12/11/2023	AP General	$ 8,300,866.93
12/11/2023	AP JMScott	$ -
12/11/2023	AP Comm Devel	$ 2,603.87
12/11/2023	AP IHDA	$ 105.00
12/11/2023	AP Library	$ 817,595.80
12/11/2023	AP MFT	$ -
11/30/2023	Out of Cycle AP	$ 93,659.50
11/02/2023-11/24/2023	AP Bank Transfers	$ 24,351.82
	AP TOTAL	**$ 9,239,182.92**

PCARDS

Date Range	$188,629.68
10/03/2023-11/01/2023	
PCARD TOTAL	**$188,629.68**

GRAND TOTAL **$ 12,459,636.08**

Respectfully,

F Scott Rathbun
Director of Finance

CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving the John M. Scott Health Care Trust Fiscal Year 2023 Annual Trust Report, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Annual Trust Report be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Per the John M. Scott Health Care Trust, approved by the Circuit Court of the Eleventh Judicial Circuit on July 2, 2018, annual trust reports will be submitted by the Trustee to the Court for review and approval. The annual trust report provides a detailed accounting of revenues and expenses as well as an overview of activities for the fiscal year. The Fiscal Year 2023 Trust Report highlights that over 10,000 community members were served with the $929,705.89 in John M. Scott Health Care Trust grant funding provided during the fiscal year. Over 250,000 units of service were provided in FY2023 by funded organizations as well.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: CWB-3: (Develop coordinated and efficient systems that address the comprehensive needs of children, families, and communities), CWB-3.1: (Coordinate access to social services)

Respectfully submitted for consideration.

Prepared by: Joni Gerard, Grant Specialist

ATTACHMENTS:
E&CD 1B FY23 JMS Report

JOHN M. SCOTT HEALTH CARE TRUST ANNUAL REPORT

Fiscal Year 2023 (May 1, 2022-April 30, 2023)

Prepared By

William Bessler, M.B.A.
Grants Manager-City of Bloomington Economic and Community Development Department

Joni Gerard
Grant Specialist-City of Bloomington Economic and Community Development Department

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C. Appendix C-Fiscal Year 2023 John M. Scott Health Care Trust Account Statements
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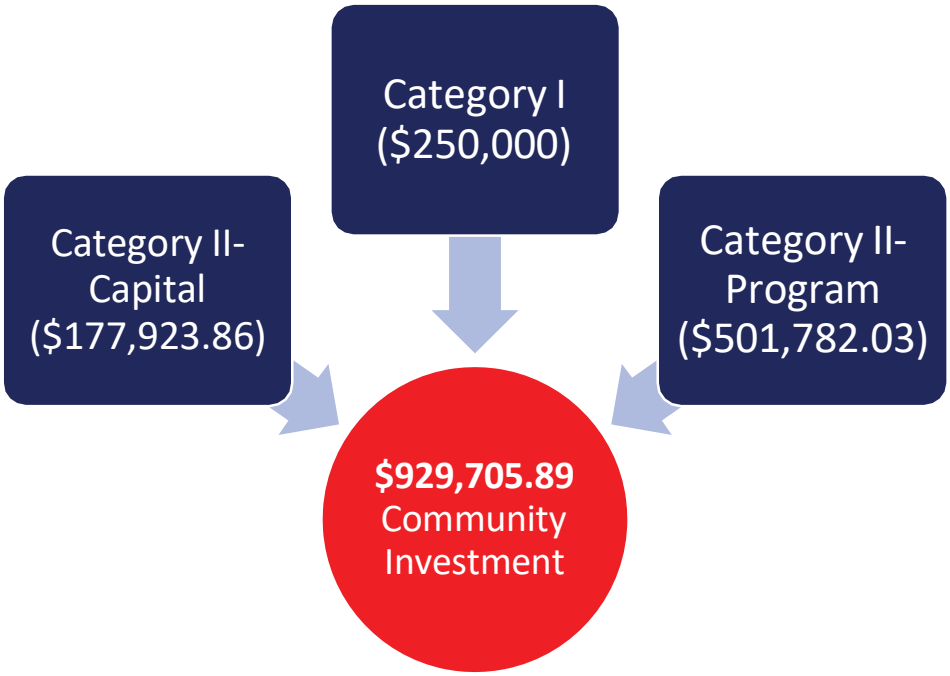
K. Appendix K: Trustee Approval of the Fiscal Year 2023 John M. Scott Health Care Trust Report

Section One-Executive Summary

In Fiscal Year 2023 a tremendous investment in health care was made for our community thanks in part to the John M. Scott Health Care Trust grant program. John M. Scott Health Care Trust funding tackles health disparities and improves the well-being of our neighbors with critical grant funding. This funding not only meets the needs of our community members now, but it also lays a solid foundation for better health outcomes well into the future. The Trust has proven to be an essential funding source for McLean County health care needs by providing a flexible funding option for local providers.

Grants from the Trust fall into three categories: Category I (General Operating Grants), Category II (Community Health Priority Grants), and Category III (Emergent and Emergency Needs Grants). Category I grants are awarded as a part of three-year funding commitments. Fiscal Year 2023 was the first year of the three-year commitment for Category I grantees: the Community Health Care Clinic and the McLean County Center for Human Services. Sixteen organizations received Category II grant funding, which included two grants for capital investments, to address needs identified in the McLean County Community Health Improvement Plan (CHIP).

Overall, Fiscal Year 2023 saw the John M. Scott Health Care Commission approve nearly one million dollars to invest in our community. This report shows the dramatic impact Trust funds have in improving the lives of our neighbors. Over 10,000 community members were served with over 250,000 units of service in Fiscal Year 2023. While these numbers highlight the impact of Trust funds, they do not fully articulate the life changing, and *lifesaving*, efforts put in by Trust grantees.



One important initiative that the Commission completed during Fiscal Year 2023 was the review and revision of the Category III grant program. Hours of work and outreach led by the Commission resulted in a new Category III grant program that provides critical funding for emergent and emergency needs. Emergent needs are defined as needs that organizations address with innovative or targeted programs that align with the Trust. Emergency needs are defined as an unexpected need or event that causes an unexpected increase in service demand, a gap in services, or a service cost related to a program. The revision to the Category III grant category now better positions the Trust to meet unique community needs in an innovative and rapid manner. Category III grants now enable organizations to test new ideas and provides an opportunity for smaller organizations to build a foundation to expand if desired. Particular attention on this effort was given to welcoming BIPOC led organizations to provide feedback and help the Commission shape the Category III grant revision.

The John M. Scott Health Care Trust grant program continues to be an extremely valuable asset for the people of McLean County that builds a healthier future for generations to come. The City of Bloomington is incredibly proud to help make these investments possible. Through the work of the Commission, grantees, and City staff, Judge Scott's commitment to addressing health disparities and expanding health care services for all community members continues into a third century.

I humbly submit this John M. Scott Health Care Trust Report for Fiscal Year 2023 to the Court.

Sincerely,

William Bessler, M.B.A.

Grants Manager and John M. Scott Health Care Commission Staff Administrator

Economic and Community Development Department

City of Bloomington, Illinois

Section Two-Fiscal Year 2023 John M. Scott Health Care Commission and City Staff

John M. Scott Health Care Commission

- Karen Stipp, Chairperson of the Commission and Executive Committee Chairperson
- Kyana Wilkinson, Vice-Chairperson of the Commission and Grants Committee Chairperson
- Karen Schmidt, Treasurer and Finance Committee Chairperson
- Elaine Hardy, Secretary of the Commission
- Angela Chasensky, Commissioner
- Catharine Crockett, Commissioner
- Adam Houghton, Commissioner
- Judith Neubrander, Commissioner
- Carla Pohl, Commissioner (August 2022)
- Felicitas Sebastian, Commissioner
- Bradley Secord, Commissioner
- Colton Sylvester, Commissioner (May 2022-August 2022)

Executive Committee

- Karen Stipp, Chairperson of the Commission
- Kyana Wilkinson, Vice-Chairperson of the Commission
- Karen Schmidt, Treasurer
- Elaine Hardy, Secretary of the Commission

Finance Committee

- Karen Schmidt, Treasurer and Finance Committee Chairperson
- Angela Chasensky, Commissioner
- Catharine Crockett, Commissioner
- Adam Houghton, Commissioner
- Carla Pohl, Commissioner (August 2022)
- Bradley Secord, Commissioner
- Colton Sylvester, Commissioner (May 2022-August 2022)
- Holly Ambuehl, Ad Hoc Member
- Ruth-Ann Fraker, Ad Hoc Member

Grants Committee

- Kyana Wilkinson, Vice-Chairperson of the Commission and Grants Committee Chairperson

- Karen Stipp, Chairperson of the Commission
- Karen Schmidt, Treasurer
- Elaine Hardy, Secretary of the Commission
- Judith Neubrander, Commissioner
- Felicitas Sebastian, Commissioner
- Sally Gambacorta, Ad Hoc Member
- Susan Grant, Ad Hoc Member
- Erin Kennedy, Ad Hoc Member

City Staff

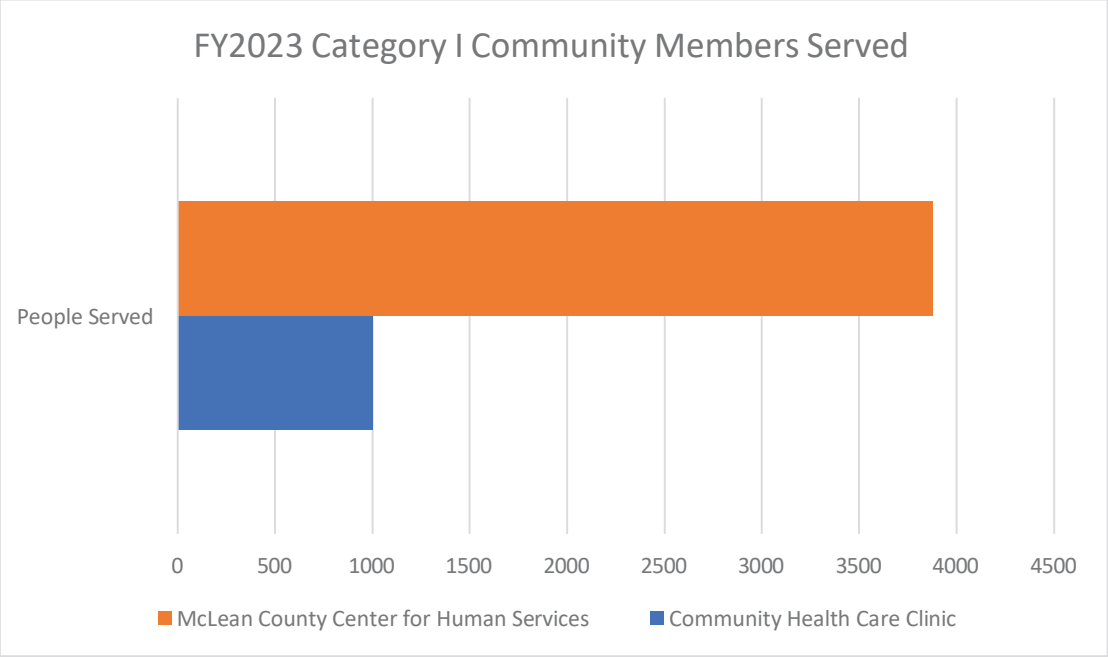
- William Bessler, Grants Coordinator and Staff Administrator
- Joni Gerard, Grant Specialist

Please see Appendix H for detailed information including terms, affiliations, and recognitions for each Commissioner.

Section Three-Grant Program Data and Performance

Category I (General Operating Grants)

The Commission awarded $250,000 in funding for Category I grants in Fiscal Year 2023. With this investment, Community Health Care Clinic and the McLean County Center for Human Services served 4,882 people and provided 56,887 units of service during the fiscal year. Both grantees exhausted all FY2023 funds within the fiscal year.

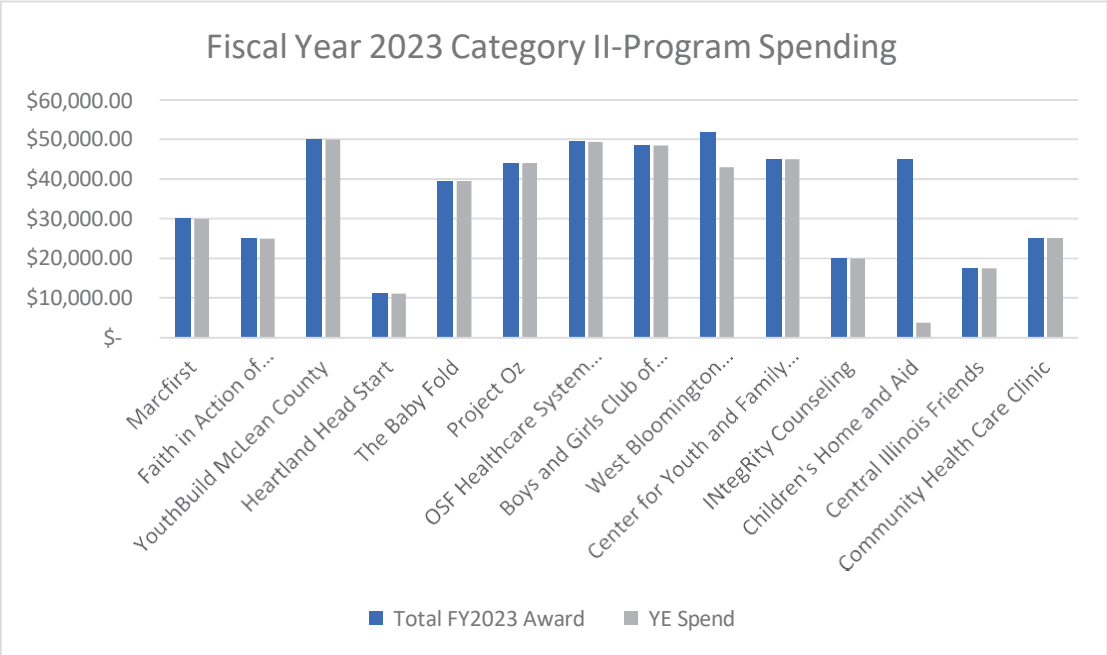


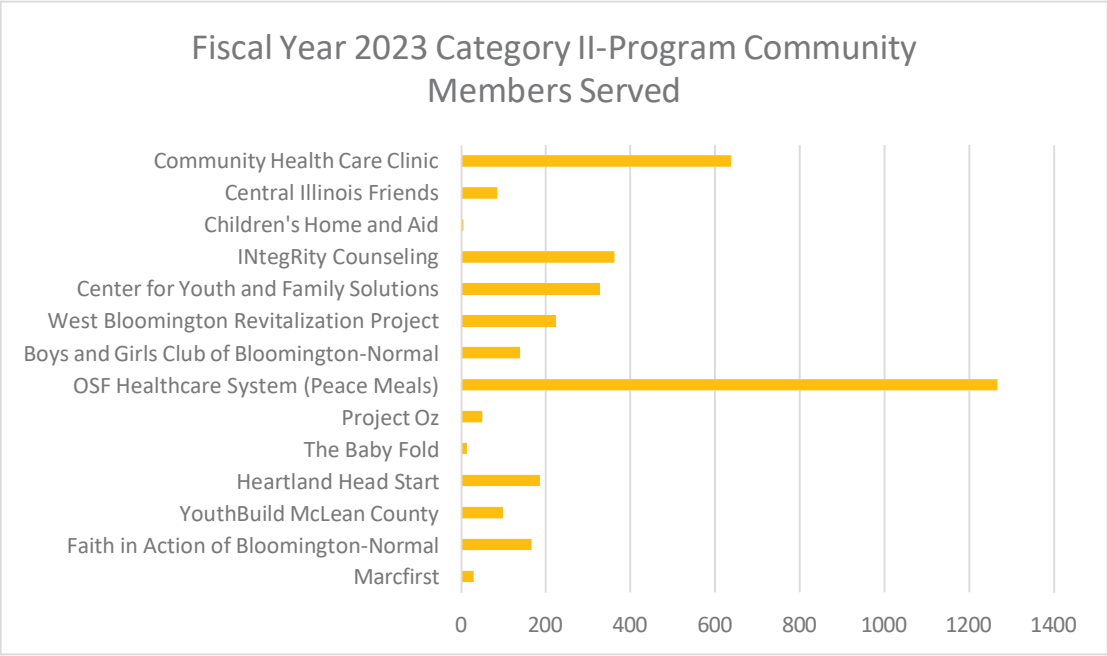
Category II-Capital (Community Health Priority Capital Grants)

Fiscal Year 2023 provided an opportunity for the Commission to provide a significant, and largest by the Trust to date, investment of capital funds for organizations serving under resourced community members. Project Oz received $100,000 for their major building renovation and expansion. The Western Avenue Community Center received $77,923.86 to complete renovations and upgrades to their facility.

Category II-Program (Community Health Priority Program Grants)

Fourteen organizations were awarded Category II-Program funds during FY2023. Programs supported include efforts to address all three Community Health Improvement Plan (CHIP) goals. These goals include access to care, behavioral health, and healthy eating/active living. Over three thousand community members were served during the fiscal year with nearly 200,000 units of service. Additionally, the funding supported, or helped support, 16 full-time equivalent jobs for awarded organizations. During the fiscal year over ninety percent (90%) of the awarded funds were expended. Organizations with remaining funds were provided an extension.





Category III Grants (Emergency Need Grants)

While the Category III grant program was being revised, the Commission did not appropriate funds in FY2023 beyond what was agreed to in FY2022 for Home Sweet Home Ministries COVID-19 testing kits. That grant will be counted in FY2023 for reporting purposes.

Grant Extensions

The Commission provided grant extensions to Children's Home and Aid and the West Bloomington Revitalization Project for their FY2023 grants. Both extensions were for six months, and the grant agreement will end on October 31, 2023. An additional grant extension was provided to Chestnut Health Systems for their FY2022 capital grant. That extension is valid through December 31, 2023. All other grants with remaining balances have been returned to the Trust.

Section Four-Grant Program Scope of Work Descriptions

Category 1 (General Operating Grants)

- Community Health Care Clinic
  - To help support the integration of behavioral and primary health care services, and when necessary, supported housing.
- McLean County Center for Human Services
  - To help support the integration of behavioral and primary health care services, and when necessary, supported housing.

Category II-Capital (Community Health Priority Capital Grants)

- Western Avenue Community Center
  - Capital improvements to support growth of the Community Center facility capabilities.
- Project Oz
  - Capital improvements to support facility renovation and expansion.

Category II-Program (Community Health Priority Program Grants)

- West Bloomington Revitalization Project
  - To support the Healthy Eating III program serving families on Bloomington's Westside.
- Community Health Care Clinic
  - To support oral health through a dental clinic.
- Central Illinois Friends
  - To support McLean County Access for All (MCAA) testing & counseling.
- Children's Home and Aid
  - To support the community-based Doula Program in McLean County.
- INtegRity Counseling
  - To support expanded service hours, personnel development, and strengthen operations.
- The Center for Youth and Family Services
  - To support Child, Adolescent, and Family Behavioral Health Services in McLean County.
- Boys and Girls Club of Bloomington

    - To support the BGC Wellness Coalition by providing mental health services to children.
- OSF Health Care System (Peace Meals)
    - To support the Peace Meal senior nutrition program.
- Project Oz
    - To support Transitional Living Program (TLP) for Homeless Youth.
- The Baby Fold
    - To support the Nurturing Families Program that addresses child maltreatment.
- Heartland Head Start
    - To support Family Advocacy Groups for low-income McLean County residents.
- Youth Build McLean County
    - To support mental health and wellness program for At Risk Youth.
- Faith In Action Bloomington-Normal
    - To support senior well-being, including social connection & transportation.
- Marcfirst
    - To support the Gregg Chadwich Marcfirst Pediatric Therapy Center.

Section Five-Grant Program Reporting Narrative Excerpts

Some narratives have been adjusted to redact information, allow better formatting, and correct mistakes.

What has been your biggest SUCCESS?

"Our biggest success during this reporting period has been the ability to house all program participants in program apartments. This has also been one of our biggest challenges for the past several years as affordable housing has become increasingly difficult to find and we have had to shift our overall budget in order to meet rising housing costs. We have managed to find a few new landlord partners who are willing to work with our program and who have supported our clients. We have also increased our budget to allow for the increase in rent, and in turn, will rely more heavily on donations for apartment start-up supplies and furniture when housing new participants. We are hopeful that these partnerships will continue and will make finding apartments for future clients less challenging."

"As mentioned in the mid-year report, the Center obtained a contract from McLean County government to assume control of the triage center. The Center renamed the triage center to Behavioral Health Urgent Care (BHUC) and opened the program at a new location at one of the Center's facilities. BHUC serves as an alternative to hospital emergency departments or the justice system for the community to utilize as a response to individuals in a behavioral health-related crisis. Utilization has been steadily increasing over the past few months and the Center has engaged in a community awareness campaign to increase knowledge of this resource. The Center also became a collaborating organization with Chestnut Health Systems in order to create a Certified Community Behavioral Health Clinic (CCBHC) in the area. The CCBHC model is sponsored by a grant from SAMHSA (Substance Abuse and Mental Health Services Administration). Clinics are designed to ensure access to coordinated comprehensive behavioral health care to those in need, regardless of ability to pay. This includes a focus on access to care and integration of care among various types of healthcare and social service systems. Both agencies are meeting regularly to further implement the program."

"Increasing the HPV access to our most vulnerable populations in the McLean County area. All people served either didn't have insurance or weren't allowed to receive the vaccine due to someone else making the decision for them."

"Discussion and engagement with our community partners has been our biggest success this year. These interactions have helped increase collaboration and served as a conduit to further educate the community about our agency, as well as this project. Most community partners are

excited about and supportive of our plans. Further, it has become even more evident through these discussions that our expansion will offer new partnership opportunities and collaborations that will benefit the health of residents of West Bloomington. For example, we have developed an agreement with the YWCA that would allow their Stepping Stones sexual assault program to house a counselor parttime in our newly expanded building. This would help remove barriers to sexual assault counseling for West Bloomington residents and Project Oz youth, allowing them to more easily and comfortably access the support and services they need. Additionally, Bloomington High School offered written support of the project, highlighting how the expansion will help reduce youth violence and positively impact students in Bloomington schools."

"We are working hard to come back from COVID, during which time rides, visits and volunteer numbers were down. Volunteers who were with us pre-COVID are doing visits and transports again. Requests from potential Care Receivers come in daily and we are able to get them on our services if they qualify. We had to suspend new Care Receivers (clients) from October to December of 2022. We have now opened up to new Care Receivers and the need continues to grow."

"The Healthy Eating Program provides low-income families with high-quality vegetables for free. Just as we saw in previous years, the families that receive the veggie box will eat these veggies. We heard from numerous families how free vegetables improved their diets and helped their budgets since fresh produce can be expensive. There are misconceptions about low-income families feeding kids off of dollar menus and not knowing how to cook the food they are given. Overall, we strongly believe the families we serve love good food, want to cook, know how to cook and take great pride in serving their family healthy meals. Similarly, all participants of the Body Positivity program indicated that the program was beneficial for their ideas of self-care and image."

What has been your biggest CHALLENGE*?*

"The state of Illinois recently expanded Medicaid to include immigrants age 42 and over, regardless of immigration status. This program was good news for our patients and for our clinical partners who have been caring for our patients without any reimbursement. It is very important to us at CHCC to be responsible partners to not only the hospitals and other providers, but also to our funders like John M. Scott Commission. So we have taken a systematic, proactive approach to make sure that our patients who CAN get coverage, DO get coverage. Luckily in McLean County there is good access to physicians who accept Medicaid, so we are able to help transition them to their new medical home…. making room for new patients at

CHCC. That said our patients were/are reluctant, even fearful, about signing up – about entering "the system" and leaving their trusted care givers at CHCC. So our biggest challenges have been working with our patients as they apply for Medicaid, helping them through the process when necessary, calming their fears and transitioning them to their new provider if they gain coverage. It must be noted however, that the options for dental care for Medicaid patients in McLean County are virtually nonexistent. So our patients who get Medicaid give up access to dental care."

"Increased demand and a worsening behavioral health workforce shortage have led to significant impacts on the ability to access behavioral health services. Such impacts are national in scope and affect persons from all socioeconomic levels. For instance, for individuals requiring psychiatric hospitalization, wait times in Emergency Departments have sharply increased as it is difficult to find inpatient facilities with openings (as units have decreased capacity due to decreased workforce). Some agency programs (such as the embedded school program) have had to institute waiting lists. Clients and colleagues at other facilities have also reported difficulties accessing outpatient services (both private and public providers). The agency continues its work to enhance its staff recruitment and retainment efforts to combat this challenge. While wait lists continue to exist in certain program, they have been reduced, particularly in the embedded school programs."

"Initially it was getting people to take time and fill out a survey so we could gauge the changes being made. A small challenge was finding a good price for the work that needed to be done. Inflation on material costs were up but we have been able to find very good vendors and contractors to work with."

"Securing the additional funds needed to launch the project has been our biggest challenge. At the time of our original application for this grant, the estimated project cost was $650,000-$700,000. The more recent post-Covid, updated estimate puts the current projected cost at approximately $1 million. This cost increase is due to the current inflationary climate as well as supply chain shortages, cost of material, and workforce shortages, which are affecting construction projects at all levels. At the same time, corporate donations have overall decreased to nonprofits across the country and locally specifically in regards to funding infrastructure."

"Volunteers and technology are the backbone of our services. Potential volunteers come to monthly trainings, many are only interested in visiting or shopping. We continue to need

volunteer drivers. The cost of technology and getting a system in place that is up to date and working with our main programs is costly."

"Similar to last year, we experienced inconsistent program participation. In 2020, 27 out of 40 families showed up every week for their Veggie Bag. This year, only 56% of our program participants were considered "frequent" with their pickups; we defined frequent as picking up 80% of the time. Unfortunately, we've been unable to nail down why people stopped picking up their veggie boxes or were inconsistent. We heard from a few folks that they missed because of life circumstances - traveling out of state, sick or recovering from surgery, or having to work late - but these were more consistent participants. Similar difficulties were felt with gaining participants for the Body Positivity program."

Appendix A: John M. Scott Health Care Trust Grant Funding History

John M. Scott Health Care Trust Category I Grants

Recipient	Purpose	CHIP Goal	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Community Health Care Clinic	Primary Health and Oral Health Care Integration	Access	$ 75,000.00	$ 130,714.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00
McLean County Center for Human Services	Behavioral Health, Primary Health, and Housing Integration	BH	$ 55,000.00	$ 95,857.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 125,000.00
Total Investment			$ 130,000.00	$ 226,571.00	$ 225,000.00	$ 225,000.00	$ 225,000.00	$ 250,000.00

John M. Scott Health Care Trust Category II Grants

Recipient	Purpose	CHIP Goal	FY2018	FY2019	FY2020		FY2021		FY2022		FY2023	
					Program	Capital	Program	COVID	Program	Capital	Program	Capital
Boys & Girls Club/ABC Counseling	Adolescent Well-Being: Community Based Mental Health	BH	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,000.00	$0.00	$48,500.00	$0.00
Central Illinois Friends	Sexual health testing and education	Access	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,500.00	$0.00
Community Health Care Clinic	Dental Clinic Operations	Access	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00	$0.00
Chestnut Health Systems Oral Health Clinic	Capital Funding: Equipment (4 operatories) for launch FQHC dental clinic	Access	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$100,000.00	$0.00	$0.00
Children's Home & Aid	Home & Community Based Services: Perinatal Maternal and Child Support	BH	$0.00	$0.00	$17,500.00	$0.00	$32,500.00	$0.00	$44,000.00	$0.00	$45,000.00	$0.00
City of Bloomington Township	Emergent / Basic Needs: Adults	Access	$63,004.00	$44,661.00	$5,000.00	$0.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
Faith in Action	Senior Well-Being: Social Connection & Transportation	Access	$0.00	$0.00	$10,500.00	$0.00	$19,500.00	$1,000.00	$25,000.00	$0.00	$25,000.00	$0.00
Heartland Head Start	Early Childhood Well-Being: Whole-Child and Family	Access	$0.00	$0.00	$17,500.00	$0.00	$32,500.00	$0.00	$25,000.00	$0.00	$11,100.00	$0.00
Home Sweet Home Ministries	Capital Funding: Expansion/Accessibility of Bread for Life Co-Op/Food Farmacy	HEAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$75,000.00	$0.00	$0.00
INtegRIty Counseling	Mental Health Block Grant	BH	$0.00	$0.00	$7,350.00	$0.00	$13,650.00	$5,000.00	$20,000.00	$0.00	$20,000.00	$0.00
Marcfirst	Early Childhood Well-Being: Healthy Development	Access	$0.00	$0.00	$12,250.00	$0.00	$22,750.00	$5,850.00	$30,000.00	$0.00	$30,000.00	$0.00
McLean County Health Department	Emergent / Basic Needs: Oral Health Care for Children/Adults	Access	$15,000.00	$26,143.00	$15,000.00	$0.00	$15,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00
Mid Central Community Action	Housing and Health Block Grant	Access	$0.00	$0.00	$7,000.00	$0.00	$13,000.00	$10,000.00	$0.00	$0.00	$0.00	$0.00
Normal First School Street Food Pantry	Food Security: College Students + Capital for commercial fridge/freezer	HEAL	$0.00	$0.00	$3,000.00	$12,000.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
Normal Township	Emergent / Basic Needs: Adults	Access	$0.00	$0.00	$5,000.00	$0.00	$5,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
OSF Peace Meals	Senior Well-Being: Social Connection & Food Stability	HEAL	$10,000.00	$17,429.00	$11,900.00	$0.00	$22,100.00	$0.00	$25,000.00	$0.00	$49,411.03	$0.00
Project Oz	Adolescent Well-Being: Housing and Crisis Stabilization	Access	$0.00	$0.00	$17,500.00	$0.00	$32,500.00	$6,000.00	$44,000.00	$0.00	$44,000.00	$100,000.00
Promise Council of McLean County	Emergent / Basic Needs: School Aged Children	Access	$0.00	$0.00	$10,000.00	$0.00	$10,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
The Baby Fold	Home & Community Based Services: Intensive Family Support	BH	$0.00	$0.00	$17,500.00	$0.00	$32,500.00	$5,000.00	$0.00	$0.00	$39,500.00	$0.00
The Center for Youth and Family Solutions	Behavioral Health Block Grant: Child, Adolesent, and Family	BH	$20,000.00	$34,857.00	$20,300.00	$0.00	$37,700.00	$7,150.00	$45,000.00	$0.00	$45,000.00	$0.00
West Bloomington Revitalization Project	Healthy Eating, Active Living Block Grant	HEAL	$0.00	$0.00	$17,500.00	$0.00	$32,500.00	$2,500.00	$40,000.00	$0.00	$51,771.00	$0.00
Western Avenue Community Center	Capital improvements to support growth of the Community Center facility capabilities		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$77,923.86
Youthbuild McLean County	Adolescent Well-Being: Mental Health and Education	BH	$0.00	$0.00	$10,500.00	$0.00	$19,500.00	$500.00	$25,000.00	$0.00	$50,000.00	$0.00
YWCA of McLean County	Early Childhood Well-Being: Social Emotional Learning and Healthy Eating	HEAL	$0.00	$0.00	$12,250.00	$0.00	$22,750.00	$12,000.00	$0.00	$0.00	$0.00	$0.00
Total Investment			$108,004.00	$123,090.00	$217,550.00	$12,000.00	$373,450.00	$60,000.00	$359,000.00	$175,000.00	$501,782.03	$177,923.86

John M. Scott Health Care Trust Category III Grants

Recipient	Purpose	CHIP Goal	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Home Sweet Home Ministries	COVID-19 testing kits for homeless community members	Access	$0.00	$0.00	$0.00	$0.00	$0.00	$ 1,000.00

John M. Scott Health Care Trust
Grants Program Policies and Procedures

GRANT PROGRAM POLICIES

Program Overview

John M. Scott was an Illinois Supreme Court Justice who resided in McLean County from the mid to late 1800s. Although John M. Scott married and had children, he survived his heirs. At his passing in 1898, his Last Will and Testament directed his estate be used to ensure health care in the community, specifically for those with limited financial means. John M. Scott envisioned a community where everyone would have access to quality health care without regard to the person's sex, age, nationality, religious beliefs, or ability to pay. In 1981, the City of Bloomington was named Trustee for the John M. Scott Health Care Trust, created to further John M. Scott's mission.

Program Purpose

The John M. Scott Health Care Trust (Trust) (amended on July 2, 2018) states "the primary purpose of the Trust is to provide grants to financially support organizations and initiatives that prevent illness and promote the health and well being of McLean County residents who have limited access to health care or inability to pay for needed health care services".

The purpose of the John M. Scott Health Care Trust Grant Program is to make grants to qualified organizations that support the health care needs of income qualified individuals who 1) are underserved by the mainstream health care system and 2) reside in McLean County (see "Eligibility"). The Trust does not provide funds directly to individuals. Grants funded through the Trust will address health care needs that are demonstrably underfunded or unfunded by resources and are not intended to supplant existing funds. Proposals that address priority areas of the most recent McLean County Community Health Needs Assessment (CHNA) and/or demonstrate meaningful collaboration among more than one qualified organization are strongly encouraged.

Funding Availability

Refer to the John M. Scott Health Care Trust Financial Policies and Procedures.

Funding Cycle

The fiscal year for the John M. Scott Health Care Trust Grant Program is May 1 – April 30.

Policy Review

This grant policy will be reviewed by the Trustees at least every five years.

Types of Grants

Organizations can apply for funding under one or more of the following grant categories:

Category I -- General Operating Grants

Organizations that provide health care services to traditionally underserved populations should apply for funding under this category. Organizations can request funding for up to three years to support their general operating costs, including overhead. Multi-year grants will be distributed in installments on an annual basis (based on the John M. Scott Commission's fiscal year, May 1—April 30. Continued funding

of a multi-year grant will be based on the grantee's compliance with reporting and other requirements in the previous year, success with outcomes, and availability of funds.

Category II – Community Health Priority Program Grants
Organizations seeking funding for ongoing or emerging programs addressing the top priority areas identified in the most recent McLean County Community Health Needs Assessment (CHNA) and the subsequent McLean County Community Health Improvement Plan (CHIP) should apply for funding under this category. Proposals that demonstrate meaningful collaboration among more than one qualified organization are strongly encouraged.

Both program and capital requests are allowed for this category. Any capital request associated with permanent facility improvements must be for a facility that a qualifying organization owns.

Funding is limited to one year of program support through this category, but recipients may reapply annually if they remain in good standing and have met all related reporting requirements.

Copies of the McLean County CHNA and CHIP can be found at:
https://health.mcleancountyil.gov/ArchiveCenter/ViewFile/Item/386.

Category III – Emergent and Emergency Need Grants
Organizations seeking funding for emergent needs or emergency needs should apply for funding under this category. Emergency need requests are defined as an unexpected need or event that causes an unexpected increase in service demand, a gap in services, or a service cost related to a program. Emergent need requests are defined as needs that organizations address with innovative or targeted programs that align with the Trust. These grants fall below the minimum request threshold of Category II grants. Category III Emergency Need grants shall be available on a rolling application basis.

Distribution of Funds Among Categories
Based on recommendations from the Grant Committee, the percentage of funding for each category will be determined annually by the Commission prior to the beginning of the grant cycle except for Category III grants. Category III funding will be the higher amount of either two percent of the annual funding amount or $25,000.00.

Disbursement of Unspent Funds
Budgeted, unspent funds within any fiscal year may be allocated to the subsequent fiscal year or returned to the Trust at the Commission's discretion.

GRANT PROGRAM PROCEDURES

Eligibility

Organizations
Grant recipient(s) awarded funding through the Trust must:

- Be a tax exempt organization per Section 501(c)3 of the Internal Revenue Code (including faith

based organizations) or a local or county unit of government,

- Align with the funding goals of the John M Scott Health Commission;
- Have sound financial management policies in place and demonstrate good stewardship of resources;
- Ensure John M. Scott Grant Program funds are used to serve clients that meet the following qualifications:
    - McLean County residency;
    - Annual income at or below 185% of the annual Federal Poverty Guidelines found at: https://aspe.hhs.gov/poverty guidelines

- Comply with the John M Scott Health Commission's non-discrimination policy that includes age, race, color, creed, ethnicity, religion, national origin, citizenship, marital status, sex, sexual orientation, gender identity or expression, physical or mental disability, veteran or military status, unfavorable discharge from military service, criminal record, or any other basis prohibited by federal state or local law. The organization should also have a procedure for handling discrimination complaints.
- Proposals for a collaboration among more than one organization should plan to designate a single fiscal agent to receive John M. Scott Grant funds. The fiscal agent will be responsible for allocating funds among collaborative partners and submitting reports to the Commission.

Expenses

Eligible expenses funded through the Trust may include but not be limited to:

- Overhead costs
- Personnel costs
- Medication, and medical supplies including durable medical equipment
- Program costs for prevention, education, and intervention programs
- Costs for services targeting social determinants of health such as defined by the Centers for Disease Control (see https://www.cdc.gov/socialdeterminants/research/index.htm) as agreed upon by Commissioners.
- Capital costs (as defined by the Commission)

Grant Committee and Review Process

Grant Committee

The Grant Committee will be chaired by the Health Care Commission Vice Chairperson or a designee and be responsible for recommendations to the Commission on funding policies, community needs, and allocation of grant funds. The Committee shall be comprised of no less than 4 Commissioners. Ad Hoc Committee members may be added as needed for additional expertise. The Grant Committee will provide oversight for the annual grant program.

All members of the Grant Committee will review all grant requests. Committee members will recuse themselves as needed to avoid any conflicts of interest. A standardized rubric will be used to review and score applications. The Committee will review the rankings and develop a grant funding proposal to present to the full Commission for recommendation to the Trustees.

Grant Procedures Review

The Grant Committee will be responsible for annual review of the grant procedures and funding

timelines prior to the beginning of the grant cycle.

Funding Guidelines

When developing parameters for the annual grant program, the following guidelines should be considered:

The Grants Committee will recommend to the Commission the percentage of funding for each grant category for the new fiscal year. This will generally occur before the City Staff Administrator submits the request to the City's Finance Department as a part of the annual budget process.

Estimated Annual Funding Timeline for Category I and II Grants

September	Application window opens via the approved grants management software.
October	Applications due *Applications must be submitted via the approved grants management software. Paper applications will not be accepted. Technical assistance will only be provided on issues related to the online submission process.*
October-November	Grant Committee review period *The Committee will develop a final grant funding proposal for presentation to the full Commission.*
December	Full Commission review complete *The Commission approved annual grant funding proposal will go to the Trustee for final approval.*
January	Trustee final approval complete
January	Grant recipients notified/ Grant Agreements sent
April	Grant Agreements due
May 1	Funding year begins
November 30	Mid-year report due *Each recipient of Trust funding is required to submit a mid-year progress report for the May 1 – October 31 time period by the due date via the approved grants management software.*
April 30	Funding period ends.
May 30	Final report due *Each recipient of Trust funding is required to submit a final year-end report for the May 1 – April 30 time period by the due date* via the approved grants management software.

Estimated Annual Funding Timeline for Category III Grants

January	Application window opens via the approved grants management software.
February	Applications due *Applications must be submitted via the approved grants management software. Paper applications will not be accepted. Technical assistance will only be provided on issues related to the online submission process.*
February-March	Grant Committee review period *The Committee will develop a final grant funding proposal for presentation to the full Commission.*
March	Full Commission review complete *The Commission approved annual grant funding proposal will go to the Trustee for final approval.*
April	Trustee final approval complete
April	Grant recipients notified/ Grant Agreements sent
May 1	Grant Agreements due
May 1	Funding year begins
November 30	Mid-year report due *Each recipient of Trust funding is required to submit a mid-year progress report for the May 1 – October 31 time period by the due date via the approved grants management software.*
April 30	Funding period ends.
May 30	Final report *Each recipient of Trust funding is required to submit a final year-end report for the May 1 – April 30 time period by the due date via the approved grants management software.*

Appendix C: Fiscal Year 2023 John M. Scott Health Care Trust Account Statements

Vanguard®

Do Not Use For Account Transactions
PO BOX 3009
MONROE, WI 53566-8309

0006462 01 MB 0.485 **AUTO T4 0 7170 61702-315757 -C02-P06468-I

JOHN M SCOTT HEALTH CARE TRUST
109 E OLIVE ST
PO BOX 3157
BLOOMINGTON IL 61702-3157

May 31, 2022, month-to-date statement

View your statements online at vanguard.com.

Vanguard Flagship Services®

[redacted]

[redacted]

[redacted]

Vanguard®

Vanguard Flagship Services®

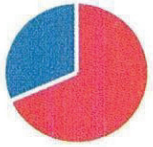
[redacted]

Statement overview

$14,735,211.45
Total value of all accounts as of May 31, 2022

Accounts	Value on 04/30/2022	Value on 05/31/2022
John M. Scott Health Care Trust		
Trust account	**$15,644,849.06**	**$14,735,211.45**

Asset mix



		Value on 05/31/2022
68.5%	Stocks	$10,089,680.56
31.5%	Bonds	4,637,764.27
0.0%	Short-term reserves	7,766.62
0.0%	Other	0.00
		$14,735,211.45

Your asset mix percentages are based on your holdings as of the prior month-end.

[redacted]

Vanguard®

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account overview

$14,735,211.45

Total account value as of May 31, 2022

Year-to-date income

Taxable income	$99,316.86
Nontaxable income	0.00
Total	**$99,316.86**

Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit vanguard.com/costbasis.

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 04/30/2022	Balance on 05/31/2022
VAIPX	Inflation-Protect Sec Adm	[redacted]	$23.13	$2,553,599.76	$2,952,845.83	$2,926,353.01
VWETX	Long-Term Invest-Gr Adm	[redacted]	9.63	1,878,658.52	1,697,959.60	1,711,411.26
VITSX	Total Stock Mkt Idx Inst	[redacted]	35.17	3,528,775.99	10,986,280.59	10,089,680.56
VUSXX	Treasury Money Market	[redacted]	-	-	7,763.04	7,766.62
					$15,644,849.06	**$14,735,211.45**

Vanguard

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds

Inflation-Protect Sec Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$0.00
30-day SEC yield as of 05/31/2022*		-0.54%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 4/30/2022		$26.75		110,386.760	$2,952,845.83
	Ending balance on 5/31/2022		**$26.51**		**110,386.760**	**$2,926,353.01**

Long-Term Invest-Gr Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$5,671.77
30-day SEC yield as of 05/31/2022*		4.18%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 4/30/2022		$8.73		194,497.091	$1,697,959.60
05/31	Income dividend	$5,671.77	8.77	646.724	195,143.815	
	Ending balance on 5/31/2022		**$8.77**		**195,143.815**	**$1,711,411.26**

Vanguard®

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds continued

Total Stock Mkt Idx Inst [redacted]

Purchases	Withdrawals	Dividends
$0.00	-$906,000.00	$0.00

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 4/30/2022		$100.82		108,969.258	$10,986,280.59
05/04	Sell electronic bank transfer	-$906,000.00	104.93	-8,634.328	100,334.930	
	Ending balance on 5/31/2022		**$100.56**		**100,334.930**	**$10,089,680.56**

Treasury Money Market [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$3.58
7-day SEC yield as of 05/31/2022*		0.65%

*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 4/30/2022		$1.00		7,763.040	$7,763.04
05/31	Income dividend	$3.58	1.00	3.580	7,766.620	
	Ending balance on 5/31/2022		**$1.00**		**7,766.620**	**$7,766.62**

For more cost basis information go to investor.vanguard.com/taxes/cost-basis.

Vanguard®

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Realized gains and losses

You can get cost basis information for both realized and unrealized gains and losses for your Vanguard account at vanguard.com.

Some or all of this information may be reported to the IRS on Form 1099-B Proceeds from Broker and Barter Exchange Transactions. Vanguard provides cost basis information using the average cost method for mutual funds and first in, first out for other holdings, unless you've selected another method. You may want to consult a tax advisor to determine the appropriate method for you. Certain adjustments may change the basis we're currently reporting to you. In that event, we'll send you revised realized gain and loss information. A dash indicates the information on our system was incomplete at the time this document was generated. See IRS Publication 550 (Investment Income and Expenses) for additional information.

Vanguard funds

Total Stock Mkt Idx Inst [redacted]

Term	Date sold	Quantity	Proceeds	Total cost	Gain/Loss	Disallowed loss	Total gain/ Allowable loss
Short-term	05/04	0.000	$0.00	$0.00	$0.00	$0.00	$0.00
Long-term	05/04	8,634.328	906,000.00	237,418.85	668,581.15	0.00	668,581.15

Vanguard

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004234 01 AB 0.461 **AUTO T0 0 7197 61702-31757 -C02-P42390-I

JOHN M SCOTT HEALTH CARE TRUST
109 E OLIVE ST
PO BOX 3157
BLOOMINGTON IL 61702-3157

June 30, 2022, month-to-date statement
View your statements online at vanguard.com.

Vanguard Flagship Services®

Vanguard®

Vanguard Flagship Services®

[redacted]

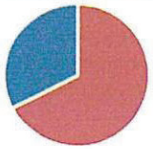
Statement overview

$13,739,304.52

Total value of all accounts as of June 30, 2022

Accounts	Value on 05/31/2022	Value on 06/30/2022
John M. Scott Health Care Trust		
Trust account	**$14,735,211.45**	**$13,739,304.52**

Asset mix



		Value on 06/30/2022
67.3%	Stocks	$9,245,601.11
32.7%	Bonds	4,485,931.01
0.0%	Short-term reserves	7,772.40
0.0%	Other	0.00
		$13,739,304.52

Your asset mix percentages are based on your holdings as of the prior month-end.

[redacted]

Vanguard

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account overview

$13,739,304.52

Total account value as of June 30, 2022

Year-to-date income

Taxable income	$210,234.94
Nontaxable income	0.00
Total	**$210,234.94**

Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit vanguard.com/costbasis.

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 05/31/2022	Balance on 06/30/2022
VAIPX	Inflation-Protect Sec Adm	[redacted]	$23.18	$2,622,183.05	$2,926,353.01	$2,837,083.23
VWETX	Long-Term Invest-Gr Adm	[redacted]	9.62	1,884,395.38	1,711,411.26	1,648,847.78
VITSX	Total Stock Mkt Idx Inst	[redacted]	35.39	3,565,368.14	10,089,680.56	9,245,601.11
VUSXX	Treasury Money Market	[redacted]	-	-	7,766.62	7,772.40
					$14,735,211.45	**$13,739,304.52**

Vanguard

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds

Inflation-Protect Sec Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$68,583.29

30-day SEC yield as of 06/30/2022* -0.23%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 5/31/2022		$26.51		110,386.760	$2,926,353.01
06/30	Income dividend .6213	$68,583.29	25.08	2,734.581	113,121.341	
	Ending balance on 6/30/2022		**$25.08**		**113,121.341**	**$2,837,083.23**

Long-Term Invest-Gr Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$5,736.86

30-day SEC yield as of 06/30/2022* 4.48%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 5/31/2022		$8.77		195,143.815	$1,711,411.26
06/30	Income dividend	$5,736.86	8.42	681.337	195,825.152	
	Ending balance on 6/30/2022		**$8.42**		**195,825.152**	**$1,648,847.78**

[redacted]

Account activity for Vanguard funds continued

Total Stock Mkt Idx Inst [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$36,592.15

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 5/31/2022		$100.56		100,334.930	$10,089,680.56
06/22	Income dividend .3647	$36,592.15	91.11	401.626	100,736.556	
	Ending balance on 6/30/2022		**$91.78**		**100,736.556**	**$9,245,601.11**

Treasury Money Market [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$5.78
7-day SEC yield as of 06/30/2022*		1.08%

*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 5/31/2022		$1.00		7,766.620	$7,766.62
06/30	Income dividend	$5.78	1.00	5.780	7,772.400	
	Ending balance on 6/30/2022		**$1.00**		**7,772.400**	**$7,772.40**

For more cost basis information go to investor.vanguard.com/taxes/cost-basis.

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[redacted]

Vanguard Flagship Services®

[redacted]

July 31, 2022, month-to-date statement

View your statements online at vanguard.com.

Vanguard®

Vanguard Flagship Services®

[redacted]

Statement overview

$14,801,581.33

Total value of all accounts as of July 31, 2022

Accounts	Value on 06/30/2022	Value on 07/31/2022
John M. Scott Health Care Trust		
Trust account	**$13,739,304.52**	**$14,801,581.33**

Asset mix

		Value on 07/31/2022
68.3%	Stocks	$10,113,950.22
31.6%	Bonds	4,679,849.43
0.1%	Short-term reserves	7,781.68
0.0%	Other	0.00
		$14,801,581.33

Your asset mix percentages are based on your holdings as of the prior month-end.

[redacted]

Vanguard®

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account overview

$14,801,581.33

Total account value as of July 31, 2022

Year-to-date income

Taxable income	$216,019.39
Nontaxable income	0.00
Total	**$216,019.39**

Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit vanguard.com/costbasis.

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 06/30/2022	Balance on 07/31/2022
VAIPX	Inflation-Protect Sec Adm	[redacted]	$23.18	$2,622,183.05	$2,837,083.23	$2,954,729.43
VWETX	Long-Term Invest-Gr Adm		9.62	1,890,170.55	1,648,847.78	1,725,120.00
VITSX	Total Stock Mkt Idx Inst		35.39	3,565,368.14	9,245,601.11	10,113,950.22
VUSXX	Treasury Money Market		-	-	7,772.40	7,781.68
					$13,739,304.52	**$14,801,581.33**

[redacted]

Vanguard

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds

Inflation-Protect Sec Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$0.00

30-day SEC yield as of 07/31/2022*	0.23%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 6/30/2022		$25.08		113,121.341	$2,837,083.23
	Ending balance on 7/31/2022		**$26.12**		**113,121.341**	**$2,954,729.43**

Long-Term Invest-Gr Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$5,775.17

30-day SEC yield as of 07/29/2022*	4.30%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 6/30/2022		$8.42		195,825.152	$1,648,847.78
07/29	Income dividend	$5,775.17	8.78	657.764	196,482.916	
	Ending balance on 7/31/2022		**$8.78**		**196,482.916**	**$1,725,120.00**

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds continued

Total Stock Mkt Idx Inst [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$0.00

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 6/30/2022		$91.78		100,736.556	$9,245,601.11
	Ending balance on 7/31/2022		**$100.40**		**100,736.556**	**$10,113,950.22**

Treasury Money Market [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$9.28
7-day SEC yield as of 07/29/2022*		1.62%

*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 6/30/2022		$1.00		7,772.400	$7,772.40
07/29	Income dividend	$9.28	1.00	9.280	7,781.680	
	Ending balance on 7/31/2022		**$1.00**		**7,781.680**	**$7,781.68**

For more cost basis information go to investor.vanguard.com/taxes/cost-basis.

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August 31, 2022, month-to-date statement

View your statements online at vanguard.com.

Vanguard Flagship Services®

Vanguard

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109 E OLIVE ST
PO BOX 3157
BLOOMINGTON IL 61702-3157

Vanguard®

Vanguard Flagship Services®

[redacted]

Statement overview

$14,267,362.86

Total value of all accounts as of August 31, 2022

Accounts	Value on 07/31/2022	Value on 08/31/2022
John M. Scott Health Care Trust		
Trust account	**$14,801,581.33**	**$14,267,362.86**

Asset mix

		Value on 08/31/2022
68.2%	Stocks	$9,737,195.50
31.7%	Bonds	4,522,373.30
0.1%	Short-term reserves	7,794.06
0.0%	Other	0.00
		$14,267,362.86

Your asset mix percentages are based on your holdings as of the prior month-end.

Vanguard®

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account overview

$14,267,362.86

Total account value as of August 31, 2022

Year-to-date income

Taxable income	$221,930.63
Nontaxable income	0.00
Total	**$221,930.63**

Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit vanguard.com/costbasis.

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 07/31/2022	Balance on 08/31/2022
VAIPX	Inflation-Protect Sec Adm	[redacted]	$23.18	$2,622,183.05	$2,954,729.43	$2,877,806.92
VWETX	Long-Term Invest-Gr Adm	[redacted]	9.62	1,896,069.41	1,725,120.00	1,644,566.38
VITSX	Total Stock Mkt Idx Inst	[redacted]	35.39	3,565,368.14	10,113,950.22	9,737,195.50
VUSXX	Treasury Money Market	[redacted]	-	-	7,781.68	7,794.06
					$14,801,581.33	**$14,267,362.86**

Vanguard®

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds

Inflation-Protect Sec Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$0.00
30-day SEC yield as of 08/31/2022*		0.41%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 7/31/2022		$26.12		113,121.341	$2,954,729.43
	Ending balance on 8/31/2022		**$25.44**		**113,121.341**	**$2,877,806.92**

Long-Term Invest-Gr Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$5,898.86
30-day SEC yield as of 08/31/2022*		4.47%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 7/31/2022		$8.78		196,482.916	$1,725,120.00
08/31	Income dividend	$5,898.86	8.34	707.297	197,190.213	
	Ending balance on 8/31/2022		**$8.34**		**197,190.213**	**$1,644,566.38**

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds continued

Total Stock Mkt Idx Inst [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$0.00

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 7/31/2022		$100.40		100,736.556	$10,113,950.22
	Ending balance on 8/31/2022		**$96.66**		**100,736.556**	**$9,737,195.50**

Treasury Money Market [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$12.38
7-day SEC yield as of 08/31/2022*		2.05%

*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 7/31/2022		$1.00		7,781.680	$7,781.68
08/31	Income dividend	$12.38	1.00	12.380	7,794.060	
	Ending balance on 8/31/2022		**$1.00**		**7,794.060**	**$7,794.06**

For more cost basis information go to investor.vanguard.com/taxes/cost-basis.

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Vanguard Flagship Services®

September 30, 2022, month-to-date statement

View your statements online at vanguard.com.

Vanguard®

Vanguard Flagship Services®

[redacted]

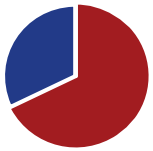
Statement overview

$13,031,470.50

Total value of all accounts as of September 30, 2022

Accounts	Value on 08/31/2022	Value on 09/30/2022
John M. Scott Health Care Trust		
Trust account	$14,267,362.86	$13,031,470.50

Asset mix



		Value on 09/30/2022
67.8%	Stocks	$8,833,630.53
32.2%	Bonds	4,190,030.96
0.0%	Short-term reserves	7,809.01
0.0%	Other	0.00
		$13,031,470.50

Your asset mix percentages are based on your holdings as of the prior month-end.

Vanguard®

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account overview

$13,031,470.50

Total account value as of September 30, 2022

Year-to-date income

Taxable income	$315,197.21
Nontaxable income	0.00
Total	$315,197.21

Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit vanguard.com/costbasis.

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 08/31/2022	Balance on 09/30/2022
VAIPX	Inflation-Protect Sec Adm	[redacted]	$23.18	$2,670,474.55	$2,877,806.92	$2,687,412.38
VWETX	Long-Term Invest-Gr Adm	[redacted]	9.61	1,902,014.27	1,644,566.38	1,502,618.58
VITSX	Total Stock Mkt Idx Inst	[redacted]	35.63	3,604,383.41	9,737,195.50	8,833,630.53
VUSXX	Treasury Money Market	[redacted]	-	-	7,794.06	7,809.01
					$14,267,362.86	$13,031,470.50

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds

Inflation-Protect Sec Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$48,291.50
30-day SEC yield as of 09/30/2022*		1.29%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 8/31/2022		$25.44		113,121.341	$2,877,806.92
09/30	Income dividend .4269	$48,291.50	23.33	2,069.931	115,191.272	
	Ending balance on 9/30/2022		$23.33		115,191.272	$2,687,412.38

Long-Term Invest-Gr Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$5,944.86
30-day SEC yield as of 09/30/2022*		5.14%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 8/31/2022		$8.34		197,190.213	$1,644,566.38
09/30	Income dividend	$5,944.86	7.59	783.249	197,973.462	
	Ending balance on 9/30/2022		$7.59		197,973.462	$1,502,618.58

Account activity for Vanguard funds continued

Total Stock Mkt Idx Inst

Purchases	Withdrawals	Dividends
$0.00	$0.00	$39,015.27

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 8/31/2022		$96.66		100,736.556	$9,737,195.50
09/22	Income dividend .3873	$39,015.27	91.30	427.330	101,163.886	
	Ending balance on 9/30/2022		$87.32		101,163.886	$8,833,630.53

Treasury Money Market

Purchases	Withdrawals	Dividends
$0.00	$0.00	$14.95
7-day SEC yield as of 09/30/2022*		2.55%

*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 8/31/2022		$1.00		7,794.060	$7,794.06
09/30	Income dividend	$14.95	1.00	14.950	7,809.010	
	Ending balance on 9/30/2022		$1.00		7,809.010	$7,809.01

For more cost basis information go to investor.vanguard.com/taxes/cost-basis.

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Vanguard Flagship Services®

October 31, 2022, month-to-date statement

View your statements online at vanguard.com.

Vanguard®

Vanguard Flagship Services®

[redacted]

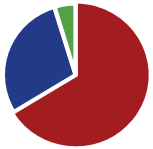
Statement overview

$13,740,567.61

Total value of all accounts as of October 31, 2022

Accounts	Value on 09/30/2022	Value on 10/31/2022
John M. Scott Health Care Trust		
Trust account	$13,031,470.50	$13,740,567.61

Asset mix



		Value on 10/31/2022
69.5%	Stocks	$9,555,940.67
30.4%	Bonds	4,176,798.94
0.1%	Short-term reserves	7,828.00
0.0%	Other	0.00
		$13,740,567.61

Your asset mix percentages are based on your holdings as of the prior month-end.

Vanguard®

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account overview

$13,740,567.61

Total account value as of October 31, 2022

Year-to-date income

Taxable income	$321,203.73
Nontaxable income	0.00
Total	$321,203.73

Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit vanguard.com/costbasis.

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 09/30/2022	Balance on 10/31/2022
VAIPX	Inflation-Protect Sec Adm	[redacted]	$23.18	$2,670,474.55	$2,687,412.38	$2,719,665.93
VWETX	Long-Term Invest-Gr Adm	[redacted]	9.60	1,908,001.80	1,502,618.58	1,457,133.01
VITSX	Total Stock Mkt Idx Inst	[redacted]	35.63	3,604,383.41	8,833,630.53	9,555,940.67
VUSXX	Treasury Money Market	[redacted]	-	-	7,809.01	7,828.00
					$13,031,470.50	$13,740,567.61

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds

Inflation-Protect Sec Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$0.00
30-day SEC yield as of 10/31/2022*		1.78%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 9/30/2022		$23.33		115,191.272	$2,687,412.38
	Ending balance on 10/31/2022		$23.61		115,191.272	$2,719,665.93

Long-Term Invest-Gr Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$5,987.53
30-day SEC yield as of 10/31/2022*		5.53%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 9/30/2022		$7.59		197,973.462	$1,502,618.58
10/31	Income dividend	$5,987.53	7.33	816.853	198,790.315	
	Ending balance on 10/31/2022		$7.33		198,790.315	$1,457,133.01

Account activity for Vanguard funds continued

Total Stock Mkt Idx Inst [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$0.00

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 9/30/2022		$87.32		101,163.886	$8,833,630.53
	Ending balance on 10/31/2022		$94.46		101,163.886	$9,555,940.67

Treasury Money Market [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$18.99
7-day SEC yield as of 10/31/2022*		3.11%

*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 9/30/2022		$1.00		7,809.010	$7,809.01
10/31	Income dividend	$18.99	1.00	18.990	7,828.000	
	Ending balance on 10/31/2022		$1.00		7,828.000	$7,828.00

For more cost basis information go to investor.vanguard.com/taxes/cost-basis.

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November 30, 2022, month-to-date statement

View your statements online at vanguard.com.

Vanguard Flagship Services®

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[redacted]

Statement overview

$14,420,340.34

Total value of all accounts as of November 30, 2022

Accounts	Value on 10/31/2022	Value on 11/30/2022
John M. Scott Health Care Trust		
Trust account	**$13,740,567.61**	**$14,420,340.34**

Asset mix

		Value on 11/30/2022
69.7%	Stocks	$10,055,690.27
30.2%	Bonds	4,356,799.79
0.1%	Short-term reserves	7,850.28
0.0%	Other	0.00
		$14,420,340.34

Your asset mix percentages are based on your holdings as of the prior month-end.

7423-02-00-0005309-0001-0013410

Vanguard

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account overview

$14,420,340.34

Total account value as of November 30, 2022

Year-to-date income

Taxable income	$327,292.71
Nontaxable income	0.00
Total	**$327,292.71**

Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit vanguard.com/costbasis.

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 10/31/2022	Balance on 11/30/2022
VAIPX	Inflation-Protect Sec Adm	[redacted]	$23.18	$2,670,474.55	$2,719,665.93	$2,770,350.09
VWETX	Long-Term Invest-Gr Adm	[redacted]	9.59	1,914,068.50	1,457,133.01	1,586,449.70
VITSX	Total Stock Mkt Idx Inst	[redacted]	35.63	3,604,383.41	9,555,940.67	10,055,690.27
VUSXX	Treasury Money Market	[redacted]	-	-	7,828.00	7,850.28
					$13,740,567.61	**$14,420,340.34**

Vanguard

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds

Inflation-Protect Sec Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$0.00
30-day SEC yield as of 11/30/2022*		1.77%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 10/31/2022		$23.61		115,191.272	$2,719,665.93
	Ending balance on 11/30/2022		**$24.05**		**115,191.272**	**$2,770,350.09**

Long-Term Invest-Gr Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$6,066.70
30-day SEC yield as of 11/30/2022*		5.15%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 10/31/2022		$7.33		198,790.315	$1,457,133.01
11/30	Income dividend	$6,066.70	7.95	763.107	199,553.422	
	Ending balance on 11/30/2022		**$7.95**		**199,553.422**	**$1,586,449.70**

Account activity for Vanguard funds continued

Total Stock Mkt Idx Inst

Purchases	Withdrawals	Dividends
$0.00	$0.00	$0.00

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 10/31/2022		$94.46		101,163.886	$9,555,940.67
	Ending balance on 11/30/2022		**$99.40**		**101,163.886**	**$10,055,690.27**

Treasury Money Market

Purchases	Withdrawals	Dividends
$0.00	$0.00	$22.28
7-day SEC yield as of 11/30/2022*		3.67%

*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 10/31/2022		$1.00		7,828.000	$7,828.00
11/30	Income dividend	$22.28	1.00	22.280	7,850.280	
	Ending balance on 11/30/2022		**$1.00**		**7,850.280**	**$7,850.28**

For more cost basis information go to investor.vanguard.com/taxes/cost-basis.

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109 E OLIVE ST
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December 31, 2022, year-to-date statement

View your statements online at vanguard.com.

Vanguard Flagship Services®

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[redacted]

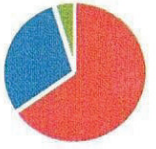
Statement overview

$13,771,299.43

Total value of all accounts as of December 31, 2022

Accounts	Value on 12/31/2021	Value on 12/31/2022
John M. Scott Health Care Trust		
Trust account	**$17,983,323.20**	**$13,771,299.43**

Asset mix



		Value on 12/31/2022
68.7%	Stocks	$9,465,784.51
31.2%	Bonds	4,297,638.70
0.1%	Short-term reserves	7,876.22
0.0%	Other	0.00
		$13,771,299.43

Your asset mix percentages are based on your holdings as of the prior month-end.

Vanguard®

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account overview

$13,771,299.43

Total account value as of December 31, 2022

Year-to-date income

Taxable income	$448,072.19
Nontaxable income	0.00
Total	**$448,072.19**

Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit vanguard.com/costbasis.

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 12/31/2021	Balance on 12/31/2022
VAIPX	Inflation-Protect Sec Adm	[redacted]	$23.19	$2,739,255.26	$3,104,057.46	$2,734,986.54
VWETX	Long-Term Invest-Gr Adm	[redacted]	9.58	1,920,203.97	2,098,816.97	1,562,652.16
VITSX	Total Stock Mkt Idx Inst	[redacted]	35.91	3,650,220.77	12,772,689.30	9,465,784.51
VUSXX	Treasury Money Market	[redacted]	-	-	7,759.47	7,876.22
					$17,983,323.20	**$13,771,299.43**

Vanguard

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds

Inflation-Protect Sec Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$219,642.96
30-day SEC yield as of 12/31/2022*		1.72%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2021		$28.44		109,144.074	$3,104,057.46
03/31	Income dividend .3114	$33,987.46	27.35	1,242.686	110,386.760	
06/30	Income dividend .6213	68,583.29	25.08	2,734.581	113,121.341	
09/30	Income dividend .4269	48,291.50	23.33	2,069.931	115,191.272	
12/22	Income dividend .5971	68,780.71	23.31	2,950.695	118,141.967	
	Ending balance on 12/31/2022		**$23.15**		**118,141.967**	**$2,734,986.54**

Long-Term Invest-Gr Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$69,368.70
30-day SEC yield as of 12/30/2022*		5.03%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2021		$10.92		192,199.356	$2,098,816.97
01/31	Income dividend	$5,526.59	10.33	535.004	192,734.360	

Account activity for Vanguard funds continued

Long-Term Invest-Gr Adm [redacted] continued

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
02/28	Income dividend	5,468.64	10.00	546.864	193,281.224	
03/31	Income dividend	5,572.91	9.67	576.309	193,857.533	
04/29	Income dividend	5,583.34	8.73	639.558	194,497.091	
05/31	Income dividend	5,671.77	8.77	646.724	195,143.815	
06/30	Income dividend	5,736.86	8.42	681.337	195,825.152	
07/29	Income dividend	5,775.17	8.78	657.764	196,482.916	
08/31	Income dividend	5,898.86	8.34	707.297	197,190.213	
09/30	Income dividend	5,944.86	7.59	783.249	197,973.462	
10/31	Income dividend	5,987.53	7.33	816.853	198,790.315	
11/30	Income dividend	6,066.70	7.95	763.107	199,553.422	
12/30	Income dividend	6,135.47	7.80	786.599	200,340.021	
	Ending balance on 12/31/2022		**$7.80**		**200,340.021**	**$1,562,652.16**

Total Stock Mkt Idx Inst [redacted]

Purchases	Withdrawals	Dividends
$0.00	-$906,000.00	$158,943.78

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2021		$117.58		108,629.778	$12,772,689.30
03/22	Income dividend .3452	$37,499.00	110.46	339.480	108,969.258	
05/04	Sell electronic bank transfer	-906,000.00	104.93	-8,634.328	100,334.930	

Account activity for Vanguard funds continued

Total Stock Mkt Idx Inst [redacted] continued

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
06/22	Income dividend .3647	36,592.15	91.11	401.626	100,736.556	
09/22	Income dividend .3873	39,015.27	91.30	427.330	101,163.886	
12/21	Income dividend .4531	45,837.36	94.01	487.580	101,651.466	
	Ending balance on 12/31/2022		**$93.12**		**101,651.466**	**$9,465,784.51**

Treasury Money Market [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$116.75

7-day SEC yield as of 12/30/2022*	3.98%

*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2021		$1.00		7,759.470	$7,759.47
01/31	Income dividend	$0.12	1.00	0.120	7,759.590	
02/28	Income dividend	0.43	1.00	0.430	7,760.020	
03/31	Income dividend	0.97	1.00	0.970	7,760.990	
04/29	Income dividend	2.05	1.00	2.050	7,763.040	
05/31	Income dividend	3.58	1.00	3.580	7,766.620	
06/30	Income dividend	5.78	1.00	5.780	7,772.400	
07/29	Income dividend	9.28	1.00	9.280	7,781.680	
08/31	Income dividend	12.38	1.00	12.380	7,794.060	

Account activity for Vanguard funds continued

Treasury Money Market [redacted] continued

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
09/30	Income dividend	14.95	1.00	14.950	7,809.010	
10/31	Income dividend	18.99	1.00	18.990	7,828.000	
11/30	Income dividend	22.28	1.00	22.280	7,850.280	
12/30	Income dividend	25.94	1.00	25.940	7,876.220	
	Ending balance on 12/31/2022		**$1.00**		**7,876.220**	**$7,876.22**

For more cost basis information go to investor.vanguard.com/taxes/cost-basis.

Vanguard

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Realized gains and losses

You can get cost basis information for both realized and unrealized gains and losses for your Vanguard account at vanguard.com.

Some or all of this information may be reported to the IRS on Form 1099-B Proceeds from Broker and Barter Exchange Transactions. Vanguard provides cost basis information using the average cost method for mutual funds and first in, first out for other holdings, unless you've selected another method. You may want to consult a tax advisor to determine the appropriate method for you. Certain adjustments may change the basis we're currently reporting to you. In that event, we'll send you revised realized gain and loss information. A dash indicates the information on our system was incomplete at the time this document was generated. See IRS Publication 550 (Investment Income and Expenses) for additional information.

Vanguard funds

Total Stock Mkt Idx Inst [redacted]

Term	Date sold	Quantity	Proceeds	Total cost	Gain/Loss	Disallowed loss	Total gain/ Allowable loss
Short-term	05/04	0.000	$0.00	$0.00	$0.00	$0.00	$0.00
Long-term	05/04	8,634.328	906,000.00	237,418.85	668,581.15	0.00	668,581.15

January 31, 2023, month-to-date statement

View your statements online at vanguard.com.

Vanguard Flagship Services®

[redacted]

[redacted]

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Vanguard®

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[redacted]

Statement overview

$14,592,158.67

Total value of all accounts as of January 31, 2023

Accounts	Value on 12/31/2022	Value on 01/31/2023
John M. Scott Health Care Trust		
Trust account	**$13,771,299.43**	**$14,592,158.67**

Asset mix

		Value on 01/31/2023
69.3%	Stocks	$10,118,386.93
30.6%	Bonds	4,465,867.52
0.1%	Short-term reserves	7,904.22
0.0%	Other	0.00
		$14,592,158.67

Your asset mix percentages are based on your holdings as of the prior month-end.

[redacted]

Vanguard

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account overview

$14,592,158.67

Total account value as of January 31, 2023

Year-to-date income

Taxable income	$6,190.45
Nontaxable income	0.00
Total	**$6,190.45**

Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit vanguard.com/costbasis.

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 12/31/2022	Balance on 01/31/2023
VAIPX	Inflation-Protect Sec Adm	[redacted]	$23.19	$2,739,255.26	$2,734,986.54	$2,792,876.10
VWETX	Long-Term Invest-Gr Adm		9.58	1,926,366.42	1,562,652.16	1,672,991.42
VITSX	Total Stock Mkt Idx Inst		35.91	3,650,220.77	9,465,784.51	10,118,386.93
VUSXX	Treasury Money Market		-	-	7,876.22	7,904.22
					$13,771,299.43	**$14,592,158.67**

Vanguard

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds

Inflation-Protect Sec Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$0.00
30-day SEC yield as of 01/31/2023*		1.80%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2022		$23.15		118,141.967	$2,734,986.54
	Ending balance on 1/31/2023		**$23.64**		**118,141.967**	**$2,792,876.10**

Long-Term Invest-Gr Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$6,162.45
30-day SEC yield as of 01/31/2023*		4.76%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2022		$7.80		200,340.021	$1,562,652.16
01/31	Income dividend	$6,162.45	8.32	740.679	201,080.700	
	Ending balance on 1/31/2023		**$8.32**		**201,080.700**	**$1,672,991.42**

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds continued

Total Stock Mkt Idx Inst [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$0.00

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2022		$93.12		101,651.466	$9,465,784.51
	Ending balance on 1/31/2023		**$99.54**		**101,651.466**	**$10,118,386.93**

Treasury Money Market [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$28.00
7-day SEC yield as of 01/31/2023*		4.32%

*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 12/31/2022		$1.00		7,876.220	$7,876.22
01/31	Income dividend	$28.00	1.00	28.000	7,904.220	
	Ending balance on 1/31/2023		**$1.00**		**7,904.220**	**$7,904.22**

For more cost basis information go to investor.vanguard.com/taxes/cost-basis.

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February 28, 2023, month-to-date statement

View your statements online at vanguard.com.

Vanguard Flagship Services®

[redacted]

Vanguard

Do Not Use For Account Transactions
PO BOX 3009
MONROE, WI 53566-8309

0005178 01 MB 0.531 **AUTO T9 0 7065 61702-315757 -C02-P051831

JOHN M SCOTT HEALTH CARE TRUST
109 E OLIVE ST
PO BOX 3157
BLOOMINGTON IL 61702-3157

Vanguard®

Vanguard Flagship Services®

[redacted]

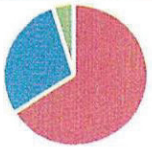
Statement overview

$14,230,746.84

Total value of all accounts as of February 28, 2023

Accounts	Value on 01/31/2023	Value on 02/28/2023
John M. Scott Health Care Trust		
Trust account	**$14,592,158.67**	**$14,230,746.84**

Asset mix



		Value on 02/28/2023
69.4%	Stocks	$9,882,555.52
30.5%	Bonds	4,340,259.99
0.1%	Short-term reserves	7,931.33
0.0%	Other	0.00
		$14,230,746.84

Your asset mix percentages are based on your holdings as of the prior month-end.

[redacted]

Vanguard

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account overview

$14,230,746.84

Total account value as of February 28, 2023

Year-to-date income

Taxable income	$12,446.03
Nontaxable income	0.00
Total	**$12,446.03**

Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit vanguard.com/costbasis.

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 01/31/2023	Balance on 02/28/2023
VAIPX	Inflation-Protect Sec Adm	[redacted]	$23.19	$2,739,255.26	$2,792,876.10	$2,751,526.41
VWETX	Long-Term Invest-Gr Adm	[redacted]	9.57	1,932,594.89	1,672,991.42	1,588,733.58
VITSX	Total Stock Mkt Idx Inst	[redacted]	35.91	3,650,220.77	10,118,386.93	9,882,555.52
VUSXX	Treasury Money Market	[redacted]	-	-	7,904.22	7,931.33
					$14,592,158.67	**$14,230,746.84**

Vanguard

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds

Inflation-Protect Sec Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$0.00

30-day SEC yield as of 02/28/2023*	1.75%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 1/31/2023		$23.64		118,141.967	$2,792,876.10
	Ending balance on 2/28/2023		**$23.29**		**118,141.967**	**$2,751,526.41**

Long-Term Invest-Gr Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$6,228.47

30-day SEC yield as of 02/28/2023*	5.06%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 1/31/2023		$8.32		201,080.700	$1,672,991.42
02/28	Income dividend	$6,228.47	7.87	791.419	201,872.119	
	Ending balance on 2/28/2023		**$7.87**		**201,872.119**	**$1,588,733.58**

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds continued

Total Stock Mkt Idx Inst [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$0.00

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 1/31/2023		$99.54		101,651.466	$10,118,386.93
	Ending balance on 2/28/2023		**$97.22**		**101,651.466**	**$9,882,555.52**

Treasury Money Market [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$27.11
7-day SEC yield as of 02/28/2023*		4.56%

*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 1/31/2023		$1.00		7,904.220	$7,904.22
02/28	Income dividend	$27.11	1.00	27.110	7,931.330	
	Ending balance on 2/28/2023		**$1.00**		**7,931.330**	**$7,931.33**

For more cost basis information go to investor.vanguard.com/taxes/cost-basis.

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Vanguard

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PO BOX 3009
MONROE, WI 53566-8309

0035216 01 AB 0.507 **AUTO T2 0 7091 61702-315757 -C02-P35251-I

JOHN M SCOTT HEALTH CARE TRUST
109 E OLIVE ST
PO BOX 3157
BLOOMINGTON IL 61702-3157

March 31, 2023, month-to-date statement

View your statements online at vanguard.com.

Vanguard Flagship Services®

Vanguard

Vanguard Flagship Services®

[redacted]

Statement overview

$14,633,681.68

Total value of all accounts as of March 31, 2023

Accounts	Value on 02/28/2023	Value on 03/31/2023
John M. Scott Health Care Trust		
Trust account	**$14,230,746.84**	**$14,633,681.68**

Asset mix

		Value on 03/31/2023
69.3%	Stocks	$10,142,781.83
30.6%	Bonds	4,482,937.47
0.1%	Short-term reserves	7,962.38
0.0%	Other	0.00
		$14,633,681.68

Your asset mix percentages are based on your holdings as of the prior month-end.

[redacted]

Vanguard®

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account overview

$14,633,681.68

Total account value as of March 31, 2023

Year-to-date income

Taxable income	$66,657.36
Nontaxable income	0.00
Total	**$66,657.36**

Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit vanguard.com/costbasis.

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 02/28/2023	Balance on 03/31/2023
VAIPX	Inflation-Protect Sec Adm	[redacted]	$23.19	$2,748,210.42	$2,751,526.41	$2,831,366.76
VWETX	Long-Term Invest-Gr Adm		9.57	1,938,907.83	1,588,733.58	1,651,570.71
VITSX	Total Stock Mkt Idx Inst		36.15	3,689,132.95	9,882,555.52	10,142,781.83
VUSXX	Treasury Money Market		-	-	7,931.33	7,962.38
					$14,230,746.84	**$14,633,681.68**

Vanguard®

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds

Inflation-Protect Sec Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$8,955.16

30-day SEC yield as of 03/31/2023*	1.47%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 2/28/2023		$23.29		118,141.967	$2,751,526.41
03/31	Income dividend .0758	$8,955.16	23.89	374.850	118,516.817	
	Ending balance on 3/31/2023		**$23.89**		**118,516.817**	**$2,831,366.76**

Long-Term Invest-Gr Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$6,312.94

30-day SEC yield as of 03/31/2023*	4.99%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 2/28/2023		$7.87		201,872.119	$1,588,733.58
03/31	Income dividend	$6,312.94	8.15	774.594	202,646.713	
	Ending balance on 3/31/2023		**$8.15**		**202,646.713**	**$1,651,570.71**

Account activity for Vanguard funds continued

Total Stock Mkt Idx Inst [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$38,912.18

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 2/28/2023		$97.22		101,651.466	$9,882,555.52
03/22	Income dividend .3828	$38,912.18	95.11	409.128	102,060.594	
	Ending balance on 3/31/2023		**$99.38**		**102,060.594**	**$10,142,781.83**

Treasury Money Market [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$31.05
7-day SEC yield as of 03/31/2023*		4.70%

*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 2/28/2023		$1.00		7,931.330	$7,931.33
03/31	Income dividend	$31.05	1.00	31.050	7,962.380	
	Ending balance on 3/31/2023		**$1.00**		**7,962.380**	**$7,962.38**

For more cost basis information go to investor.vanguard.com/taxes/cost-basis.

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April 30, 2023, month-to-date statement

View your statements online at vanguard.com.

Vanguard Flagship Services®

Vanguard

Do Not Use For Account Transactions
PO BOX 3009
MONROE, WI 53566-8309

0005647 01 MB 0.531 **AUTO T0 0 7125 61702-315757 -C02-P05652-I

JOHN M SCOTT HEALTH CARE TRUST
109 E OLIVE ST
PO BOX 3157
BLOOMINGTON IL 61702-3157

Vanguard®

Vanguard Flagship Services®

[redacted]

Statement overview

$14,758,691.63

Total value of all accounts as of April 30, 2023

Accounts	Value on 03/31/2023	Value on 04/30/2023
John M. Scott Health Care Trust		
Trust account	**$14,633,681.68**	**$14,758,691.63**

Asset mix

		Value on 04/30/2023
69.4%	Stocks	$10,248,924.85
30.5%	Bonds	4,501,773.87
0.1%	Short-term reserves	7,992.91
0.0%	Other	0.00
		$14,758,691.63

Your asset mix percentages are based on your holdings as of the prior month-end.

Vanguard

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account overview

$14,758,691.63

Total account value as of April 30, 2023

Year-to-date income

Taxable income	$73,021.62
Nontaxable income	0.00
Total	**$73,021.62**

Balances and holdings for Vanguard funds

Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless you select another method, sales of Vanguard mutual funds, but not ETFs, will default to the average cost method. For more information, visit vanguard.com/costbasis.

Symbol	Name	Fund and account	Average price per share	Total cost	Balance on 03/31/2023	Balance on 04/30/2023
VAIPX	Inflation-Protect Sec Adm	[redacted]	$23.19	$2,748,210.42	$2,831,366.76	$2,833,737.09
VWETX	Long-Term Invest-Gr Adm	[redacted]	9.56	1,945,241.56	1,651,570.71	1,668,036.78
VITSX	Total Stock Mkt Idx Inst	[redacted]	36.15	3,689,132.95	10,142,781.83	10,248,924.85
VUSXX	Treasury Money Market	[redacted]	-	-	7,962.38	7,992.91
					$14,633,681.68	**$14,758,691.63**

Vanguard

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds

Inflation-Protect Sec Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$0.00
30-day SEC yield as of 04/30/2023*		1.33%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 3/31/2023		$23.89		118,516.817	$2,831,366.76
	Ending balance on 4/30/2023		**$23.91**		**118,516.817**	**$2,833,737.09**

Long-Term Invest-Gr Adm [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$6,333.73
30-day SEC yield as of 04/28/2023*		4.91%

*Based on holdings' yield to maturity for last 30 days; distribution may differ. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 3/31/2023		$8.15		202,646.713	$1,651,570.71
04/28	Income dividend	$6,333.73	8.20	772.406	203,419.119	
	Ending balance on 4/30/2023		**$8.20**		**203,419.119**	**$1,668,036.78**

Trust account

John M. Scott Health Care Trust

Vanguard Flagship Services®

[redacted]

Account activity for Vanguard funds continued

Total Stock Mkt Idx Inst [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$0.00

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 3/31/2023		$99.38		102,060.594	$10,142,781.83
	Ending balance on 4/30/2023		**$100.42**		**102,060.594**	**$10,248,924.85**

Treasury Money Market [redacted]

Purchases	Withdrawals	Dividends
$0.00	$0.00	$30.53
7-day SEC yield as of 04/28/2023*		4.65%

*Average annualized income dividend over the past 7 days. For updated information, visit vanguard.com.

Date	Transaction	Amount	Share price	Shares transacted	Total shares owned	Value
	Beginning balance on 3/31/2023		$1.00		7,962.380	$7,962.38
04/28	Income dividend	$30.53	1.00	30.530	7,992.910	
	Ending balance on 4/30/2023		**$1.00**		**7,992.910**	**$7,992.91**

For more cost basis information go to investor.vanguard.com/taxes/cost-basis.

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Appendix D: Fiscal Year 2023 John M. Scott Health Care Trust Cash Account Statements

Busey

100 W University Ave
Champaign IL 61820

[redacted]
CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON IL 61701-5217

Date 5/31/22 Page 1
Primary Account [redacted]

CHECKING ACCOUNT SUMMARY & DETAIL

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	13
Account Number	[redacted]	Statement Dates 5/02/22 thru	5/31/22
Previous Balance	212,253.13	Days in the statement period	30
1 Deposits/Credits	906,000.00	Average Ledger	644,476.08
14 Checks/Debits	834,282.03	Average Collected	644,476.08
Service Charge	.00	Interest Earned	5.30
Interest Paid	5.36	Annual Percentage Yield Earned	0.01%
Ending Balance	283,976.46	2022 Interest Paid	12.61

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	$.00	$.00
Returned Item Fees	$.00	$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTON	AMOUNT
5/06	VGI-TTL IX IST INVESTMENT [redacted]	906,000.00
5/31	Interest Deposit	5.36

CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
5/13	CITY OF BLOOMING COBEFTAP CITY OF BLOOMINGTON	39,500.00-

CHECKS IN SERIAL NUMBER ORDER

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
5/19	1159847	48,500.00	5/23	1159855	125,000.00
5/18	1159849*	45,000.00	5/19	1159856	49,411.03
5/16	1159850	150,000.00	5/20	1159857	144,000.00
5/24	1159851	25,000.00	5/20	1159858	45,000.00
5/24	1159852	11,100.00	5/24	1159859	51,771.00
5/17	1159853	20,000.00	5/17	1159861*	50,000.00
5/19	1159854	30,000.00			

*Indicates break in check number sequence

CHANGE OF ADDRESS FORM

Please notify us immediately of any address changes on your accounts..

Customer Name: _____ (Account Number)

New Address: _____ (Street Address) (Unit #)

_____ (City) (State) (Zip Code)

Member FDIC _____ (Telephone Number) (Social Security Number)

_____ (Customer Signature)

Please return this form to the address listed below or bring it to our office

THIS FORM WILL HELP YOU BALANCE YOUR CHECKBOOK

CHECKS or WITHDRAWALS OUTSTANDING
Not Charged To Your Account

Check No.	$
TOTAL	$

ENDING BALANCE Shown On This Statement	$ _____	Current Checkbook Balance	$ _____
ADD (+)	$ _____	ADD (+)	
Deposits, Loan Advances, Credit Memos, And	$ _____	Interest Earned From This Statement	$ _____
Other Automatic Deposits Not Shown On This	$ _____		
Statement	$ _____	SUBTRACT (-)	
		Misc. Charges From This Statement	$ _____
SUBTRACT (-)	$ _____		
Total of Checks Outstanding, Automatic Loan	$ _____	**NEW CHECKBOOK BALANCE**	
Payments, Automatic Savings Transfers, Service	$ _____	Should Agree With BALANCE Line	$ _____
Charges, Debit Memos And Other Automatic	$ _____		
Deductions Not Shown On This Statement	$ _____		
BALANCE	$ _____		

IMPORTANT INFORMATION

In Case of General Statement Errors

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any errors, unauthorized signatures, or alterations, you must promptly notify us of the relevant facts. You agree that the time you have to examine your statement and report to us will depend on the circumstances,but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

IMPORTANT INFORMATION FOR CONSUMER ACCOUNTS

In Case of Errors or Questions About Your Electronic Transactions

Telephone or write us at the number or address listed below if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) Tell us the date and the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly.If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. To qualify for this recredit, we require a written notice of the problem or complaint within 10 business days of your telephone call to us.

In Case of Errors or Questions About Your Line of Credit or Home Equity Loan

If you think your bill is wrong, or if you need information about this loan or a transaction on this statement, please write to us at the address listed below. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, please give us the following information:

(1) Your name and account number.
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) The date and the dollar amount of the suspected error.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

Balance Subject to Interest Rate for Line of Credit

Balance Subject to Interest Rate / Average Daily Balance - We figure the interest charge on your account by applying the periodic rate to the 'AVERAGE DAILY BALANCE' of your account (including current transactions). To get the 'AVERAGE DAILY BALANCE', we take the beginning balance of your account each day, add any new advances and subtract any payments or credits, also subtracting any unpaid finance charges. The automatic minimum payment amount is excluded when calculating the 'AVERAGE DAILY BALANCE' and 'INTEREST CHARGE'. If the account does not have sufficient funds to cover payment and another advance is made to cover minimum payment, this is also excluded from figuring the 'AVERAGE DAILY BALANCE' but is reflected in the beginning balance of the next statement cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the 'AVERAGE DAILY BALANCE'. Written notification of any errors must be given to preserve your rights under the Truth in Lending Act. At any time the debtor may pay the aggregate balance or any portion of his/her indebtedness.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Telephone Number and Address to Be Notified in the Event of Errors

Call us at 800.672.8739 or write to us at Busey Bank, Attention: Customer Care Center, P.O. Box 4028, Champaign, IL 61824. You should also call us at this phone number or write to us at this address if you believe a transfer has been made using the information from your check without your permission.

CSI REV 4/16 6146-STMT

Busey

100 W University Ave
Champaign IL 61820

Date 5/31/22 Page 2
Primary Account [redacted]

PUBLIC BUSINESS ANALYSIS INT 61510947 (Continued)

DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
5/02	212,253.13	5/17	858,753.13	5/23	371,842.10
5/06	1,118,253.13	5/18	813,753.13	5/24	283,971.10
5/13	1,078,753.13	5/19	685,842.10	5/31	283,976.46
5/16	928,753.13	5/20	496,842.10		

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

Bloomington ILLINOIS
J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334 FAX (309) 434-2463

BUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-256
711

Vendor Number 5461 | Check Date 05/12/2022 | Check Number 01159847
VOID 180 DAYS FROM DATE OF ISSUE
$48,500.00

Pay Forty Eight Thousand Five Hundred Dollars and 00 cents ******

To The Order Of
ABC COUNSELING AND FAMILY SERVICES INC
ABC COUNSELING
705 EAST LINCOLN STREET
SUITE 303
NORMAL, IL 61761

Mayor
Finance Director

[redacted]

Check 1159847 Amount $48,500.00 Date 5/19/2022

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

45-538-7004

Bloomington ILLINOIS
J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334 FAX (309) 434-2463

BUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-256
711

Vendor Number 589 | Check Date 05/12/2022 | Check Number 01159849
VOID 180 DAYS FROM DATE OF ISSUE
$45,000.00

Pay Forty Five Thousand Dollars and 00 cents ******

To The Order Of
CHILDRENS HOME AND AID
403 S STATE ST
BLOOMINGTON, IL 61701-5556

Mayor
Finance Director

[redacted]

Check 1159849 Amount $45,000.00 Date 5/18/2022

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

Bloomington ILLINOIS
J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334 FAX (309) 434-2463

BUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-256
711

Vendor Number 720 | Check Date 05/12/2022 | Check Number 01159850
VOID 180 DAYS FROM DATE OF ISSUE
$150,000.00

Pay One Hundred Fifty Thousand Dollars and 00 cents ******

To The Order Of
COMMUNITY HEALTH CARE CLINIC
900 NORTH FRANKLIN
NORMAL, IL 61761-3510

Mayor
Finance Director

[redacted]

Check 1159850 Amount $150,000.00 Date 5/16/2022

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

Bloomington ILLINOIS
J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334 FAX (309) 434-2463

BUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-256
711

Vendor Number 4671 | Check Date 05/12/2022 | Check Number 01159851
VOID 180 DAYS FROM DATE OF ISSUE
$25,000.00

Pay Twenty Five Thousand Dollars and 00 cents ******

To The Order Of
FAITH IN ACTION OF BLOOMINGTON NORMAL
600 EAST WILLOW STREET
SUITE 201
NORMAL, IL 61761

Mayor
Finance Director

[redacted]

Check 1159851 Amount $25,000.00 Date 5/24/2022

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

Bloomington ILLINOIS
J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334 FAX (309) 434-2463

BUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-256
711

Vendor Number 3818 | Check Date 05/12/2022 | Check Number 01159852
VOID 180 DAYS FROM DATE OF ISSUE
$11,100.00

Pay Eleven Thousand One Hundred Dollars and 00 cents ******

To The Order Of
HEARTLAND HEAD START
206 STILLWELL STREET
BLOOMINGTON, IL 61701

Mayor
Finance Director

[redacted]

Check 1159852 Amount $11,100.00 Date 5/24/2022

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

Bloomington ILLINOIS
J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334 FAX (309) 434-2463

BUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-256
711

Vendor Number 4676 | Check Date 05/12/2022 | Check Number 01159853
VOID 180 DAYS FROM DATE OF ISSUE
$20,000.00

Pay Twenty Thousand Dollars and 00 cents ******

To The Order Of
INTEGRITY COUNSELING INC
502 SOUTH MORRIS AVENUE
SUITE D
BLOOMINGTON, IL 61701

Mayor
Finance Director

[redacted]

Check 1159853 Amount $20,000.00 Date 5/17/2022

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

Bloomington ILLINOIS
J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334 FAX (309) 434-2463

BUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-256
711

Vendor Number 2205 | Check Date 05/12/2022 | Check Number 01159854
VOID 180 DAYS FROM DATE OF ISSUE
$30,000.00

Pay Thirty Thousand Dollars and 00 cents ******

To The Order Of
MARCFIRST
1606 HUNT DRIVE
NORMAL, IL 61761

Mayor
Finance Director

[redacted]

Check 1159854 Amount $30,000.00 Date 5/19/2022

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

Bloomington ILLINOIS
J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334 FAX (309) 434-2463

BUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-256
711

Vendor Number 4491 | Check Date 05/12/2022 | Check Number 01159855
VOID 180 DAYS FROM DATE OF ISSUE
$125,000.00

Pay One Hundred Twenty Five Thousand Dollars and 00 cents ******

To The Order Of
MCLEAN COUNTY CENTER FOR HUMAN SERVICES INC
108 WEST MARKET STREET
BLOOMINGTON, IL 61701-3918

Mayor
Finance Director

[redacted]

Check 1159855 Amount $125,000.00 Date 5/23/2022

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

Bloomington ILLINOIS
J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334 FAX (309) 434-2463

BUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-256
711

Vendor Number 544 | Check Date 05/12/2022 | Check Number 01159856
VOID 180 DAYS FROM DATE OF ISSUE
$49,411.03

MAY 18 2022

Pay Forty Nine Thousand Four Hundred Eleven Dollars and 03 cents ******

To The Order Of
OSF HEALTHCARE SYSTEM
CENTER FOR HEALTHY LIFESTYLES
2200 EAST WASHINGTON STREET
BLOOMINGTON, IL 61701

Mayor
Finance Director

[redacted]

Check 1159856 Amount $49,411.03 Date 5/19/2022

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

Bloomington ILLINOIS
J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334 FAX (309) 434-2463

BUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-256
711

Vendor Number 325 | Check Date 05/12/2022 | Check Number 01159857
VOID 180 DAYS FROM DATE OF ISSUE
$144,000.00

Pay One Hundred Forty Four Thousand Dollars and 00 cents ******

To The Order Of
PROJECT OZ
1105 WEST FRONT STREET
BLOOMINGTON, IL 61701-4853

Mayor
Finance Director

[redacted]

Check 1159857 Amount $144,000.00 Date 5/20/2022

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

Bloomington ILLINOIS
J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334 FAX (309) 434-2463

BUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-256
711

Vendor Number 4490 | Check Date 05/12/2022 | Check Number 01159858
VOID 180 DAYS FROM DATE OF ISSUE
$45,000.00

Pay Forty Five Thousand Dollars and 00 cents ******

To The Order Of
THE CENTER FOR YOUTH & FAMILY SOLUTIONS INC
502 SOUTH MORRIS AVENUE
BLOOMINGTON, IL 61701

Mayor
Finance Director

[redacted]

Check 1159858 Amount $45,000.00 Date 5/20/2022

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

Bloomington ILLINOIS
J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334 FAX (309) 434-2463

BUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-256
711

Vendor Number 2759 | Check Date 05/12/2022 | Check Number 01159859
VOID 180 DAYS FROM DATE OF ISSUE
$51,771.00

Pay Fifty One Thousand Seven Hundred Seventy One Dollars and 00 cents ******

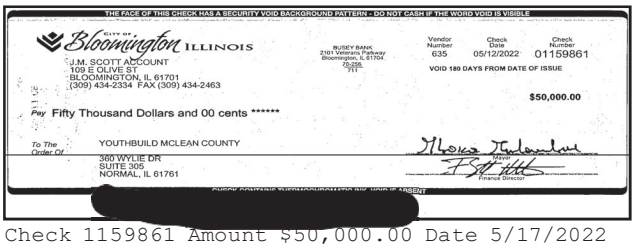
To The Order Of
WEST BLOOMINGTON REVITALIZATION PROJECT
724 WEST WASHINGTON STREET
BLOOMINGTON, IL 61701

Mayor
Finance Director

[redacted]

Check 1159859 Amount $51,771.00 Date 5/24/2022

Primary Account: [redacted]



THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

Bloomington ILLINOIS

J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334 FAX (309) 434-2463

RUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-236
711

Vendor Number	Check Date	Check Number
635	05/12/2022	01159861

VOID 180 DAYS FROM DATE OF ISSUE

$50,000.00

Pay Fifty Thousand Dollars and 00 cents ******

To The Order Of YOUTHBUILD MCLEAN COUNTY
360 WYLIE DR
SUITE 305
NORMAL, IL 61761

Mayor

Finance Director

[redacted]

Check 1159861 Amount $50,000.00 Date 5/17/2022

Busey

100 W University Ave
Champaign IL 61820

[redacted]

CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON IL 61701-5217

Date 6/30/22 Page 1
Primary Account [redacted]

CHECKING ACCOUNT SUMMARY & DETAIL

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	2
Account Number	[redacted]	Statement Dates 6/01/22 thru	6/30/22
Previous Balance	283,976.46	Days in the statement period	30
Deposits/Credits	.00	Average Ledger	261,336.61
2 Checks/Debits	95,423.86	Average Collected	261,336.61
Service Charge	.00	Interest Earned	2.15
Interest Paid	2.15	Annual Percentage Yield Earned	0.01%
Ending Balance	188,554.75	2022 Interest Paid	14.76

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	$.00	$.00
Returned Item Fees	$.00	$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTON	AMOUNT
6/30	Interest Deposit	2.15

CHECKS IN SERIAL NUMBER ORDER

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
6/10	1159848	17,500.00	6/27	1159860*	77,923.86

*Indicates break in check number sequence

DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE
6/01	283,976.46	6/27	188,552.60
6/10	266,476.46	6/30	188,554.75

CHANGE OF ADDRESS FORM

Please notify us immediately of any address changes on your accounts..

Customer Name: _____ (Account Number)

New Address: _____ (Street Address) (Unit #)

_____ (City) (State) (Zip Code)

Member FDIC _____ (Telephone Number) (Social Security Number)

_____ (Customer Signature)

Please return this form to the address listed below or bring it to our office

THIS FORM WILL HELP YOU BALANCE YOUR CHECKBOOK

CHECKS or WITHDRAWALS OUTSTANDING
Not Charged To Your Account

Check No.	$
TOTAL	$

ENDING BALANCE Shown On This Statement	$ _____	Current Checkbook Balance	$ _____
ADD (+)	$ _____	ADD (+)	
Deposits, Loan Advances, Credit Memos, And	$ _____	Interest Earned From This Statement	$ _____
Other Automatic Deposits Not Shown On This	$ _____		
Statement	$ _____	SUBTRACT (-)	
		Misc. Charges From This Statement	$ _____
SUBTRACT (-)	$ _____		
Total of Checks Outstanding, Automatic Loan	$ _____	**NEW CHECKBOOK BALANCE**	
Payments, Automatic Savings Transfers, Service	$ _____	Should Agree With BALANCE Line	$ _____
Charges, Debit Memos And Other Automatic	$ _____		
Deductions Not Shown On This Statement	$ _____		
BALANCE	$ _____		

IMPORTANT INFORMATION

In Case of General Statement Errors

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any errors, unauthorized signatures, or alterations, you must promptly notify us of the relevant facts. You agree that the time you have to examine your statement and report to us will depend on the circumstances,but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

IMPORTANT INFORMATION FOR CONSUMER ACCOUNTS

In Case of Errors or Questions About Your Electronic Transactions

Telephone or write us at the number or address listed below if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) Tell us the date and the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly.If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. To qualify for this recredit, we require a written notice of the problem or complaint within 10 business days of your telephone call to us.

In Case of Errors or Questions About Your Line of Credit or Home Equity Loan

If you think your bill is wrong, or if you need information about this loan or a transaction on this statement, please write to us at the address listed below. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, please give us the following information:

(1) Your name and account number.
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) The date and the dollar amount of the suspected error.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

Balance Subject to Interest Rate for Line of Credit

Balance Subject to Interest Rate / Average Daily Balance - We figure the interest charge on your account by applying the periodic rate to the 'AVERAGE DAILY BALANCE' of your account (including current transactions). To get the 'AVERAGE DAILY BALANCE', we take the beginning balance of your account each day, add any new advances and subtract any payments or credits, also subtracting any unpaid finance charges. The automatic minimum payment amount is excluded when calculating the 'AVERAGE DAILY BALANCE' and 'INTEREST CHARGE'. If the account does not have sufficient funds to cover payment and another advance is made to cover minimum payment, this is also excluded from figuring the 'AVERAGE DAILY BALANCE' but is reflected in the beginning balance of the next statement cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the 'AVERAGE DAILY BALANCE'. Written notification of any errors must be given to preserve your rights under the Truth in Lending Act. At any time the debtor may pay the aggregate balance or any portion of his/her indebtedness.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Telephone Number and Address to Be Notified in the Event of Errors

Call us at 800.672.8739 or write to us at Busey Bank, Attention: Customer Care Center, P.O. Box 4028, Champaign, IL 61824. You should also call us at this phone number or write to us at this address if you believe a transfer has been made using the information from your check without your permission.

CSI REV 4/16 6146-STMT

Primary Account: [redacted]

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

CITY OF Bloomington ILLINOIS

J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334 FAX (309) 434-2463

BUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-258
711

Vendor Number	Check Date	Check Number
5453	05/12/2022	01159848

VOID 180 DAYS FROM DATE OF ISSUE

$17,500.00

Pay Seventeen Thousand Five Hundred Dollars and 00 cents ******

To The Order Of
CENTRAL ILLINOIS FRIENDS OF PWA INC
PO BOX 5022
PEORIA, IL 61601

Mayor
Finance Director

[redacted]

Check 1159848 Amount $17,500.00 Date 6/10/2022

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

JE161773

CITY OF Bloomington ILLINOIS

J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334 FAX (309) 434-2463

BUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-258
711

Vendor Number	Check Date	Check Number
2480	05/12/2022	01159860

VOID 180 DAYS FROM DATE OF ISSUE

$77,923.86

Pay Seventy Seven Thousand Nine Hundred Twenty Three Dollars and 86 cents ******

To The Order Of
WESTERN AVE COMMUNITY CENTER
600 NORTH WESTERN AVENUE
BLOOMINGTON, IL 61701

Mayor
Finance Director

[redacted]

Check 1159860 Amount $77,923.86 Date 6/27/2022

Busey

100 W University Ave
Champaign IL 61820

[redacted]

CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON IL 61701-5217

Date 7/29/22 Page 1
Primary Account [redacted]

CHECKING ACCOUNT SUMMARY & DETAIL

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	1
Account Number	[redacted]	Statement Dates 7/01/22 thru	7/31/22
Previous Balance	188,554.75	Days in the statement period	31
Deposits/Credits	.00	Average Ledger	187,586.54
2 Checks/Debits	2,377.41	Average Collected	187,586.54
Service Charge	.00	Interest Earned	1.59
Interest Paid	1.59	Annual Percentage Yield Earned	0.01%
Ending Balance	186,178.93	2022 Interest Paid	16.35

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	$.00	$.00
Returned Item Fees	$.00	$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTON	AMOUNT
7/31	Interest Deposit	1.59

CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
7/26	Int Xfer TRF FROM JMS TO GENERAL	127.41-

CHECKS IN SERIAL NUMBER ORDER

DATE	CHECK NO	AMOUNT
7/19	1160997	2,250.00

*Indicates break in check number sequence

DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE
7/01	188,554.75	7/26	186,177.34
7/19	186,304.75	7/31	186,178.93

CHANGE OF ADDRESS FORM

Please notify us immediately of any address changes on your accounts..

Customer Name: _____ (Account Number)

New Address: _____ (Street Address) (Unit #)

_____ (City) (State) (Zip Code)

Member FDIC _____ (Telephone Number) (Social Security Number)

_____ (Customer Signature)

Please return this form to the address listed below or bring it to our office

THIS FORM WILL HELP YOU BALANCE YOUR CHECKBOOK

CHECKS or WITHDRAWALS OUTSTANDING
Not Charged To Your Account

Check No.	$
TOTAL	$

ENDING BALANCE Shown On This Statement $ _____

ADD (+)
Deposits, Loan Advances, Credit Memos, And Other Automatic Deposits Not Shown On This Statement $ _____

SUBTRACT (-)
Total of Checks Outstanding, Automatic Loan Payments, Automatic Savings Transfers, Service Charges, Debit Memos And Other Automatic Deductions Not Shown On This Statement $ _____

BALANCE $ _____

Current Checkbook Balance $ _____

ADD (+)
Interest Earned From This Statement $ _____

SUBTRACT (-)
Misc. Charges From This Statement $ _____

NEW CHECKBOOK BALANCE
Should Agree With BALANCE Line $ _____

IMPORTANT INFORMATION

In Case of General Statement Errors

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any errors, unauthorized signatures, or alterations, you must promptly notify us of the relevant facts. You agree that the time you have to examine your statement and report to us will depend on the circumstances,but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

IMPORTANT INFORMATION FOR CONSUMER ACCOUNTS

In Case of Errors or Questions About Your Electronic Transactions

Telephone or write us at the number or address listed below if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) Tell us the date and the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly.If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. To qualify for this recredit, we require a written notice of the problem or complaint within 10 business days of your telephone call to us.

In Case of Errors or Questions About Your Line of Credit or Home Equity Loan

If you think your bill is wrong, or if you need information about this loan or a transaction on this statement, please write to us at the address listed below. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, please give us the following information:

(1) Your name and account number.
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) The date and the dollar amount of the suspected error.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

Balance Subject to Interest Rate for Line of Credit

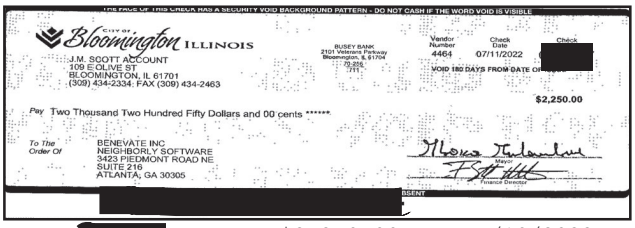
Balance Subject to Interest Rate / Average Daily Balance - We figure the interest charge on your account by applying the periodic rate to the 'AVERAGE DAILY BALANCE' of your account (including current transactions). To get the 'AVERAGE DAILY BALANCE', we take the beginning balance of your account each day, add any new advances and subtract any payments or credits, also subtracting any unpaid finance charges. The automatic minimum payment amount is excluded when calculating the 'AVERAGE DAILY BALANCE' and 'INTEREST CHARGE'. If the account does not have sufficient funds to cover payment and another advance is made to cover minimum payment, this is also excluded from figuring the 'AVERAGE DAILY BALANCE' but is reflected in the beginning balance of the next statement cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the 'AVERAGE DAILY BALANCE'. Written notification of any errors must be given to preserve your rights under the Truth in Lending Act. At any time the debtor may pay the aggregate balance or any portion of his/her indebtedness.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Telephone Number and Address to Be Notified in the Event of Errors

Call us at 800.672.8739 or write to us at Busey Bank, Attention: Customer Care Center, P.O. Box 4028, Champaign, IL 61824. You should also call us at this phone number or write to us at this address if you believe a transfer has been made using the information from your check without your permission.

CSI REV 4/16 6146-STMT


THIS PAPER OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

CITY OF Bloomington ILLINOIS

J.M. SCOTT ACCOUNT
109 E OLIVE ST
BLOOMINGTON, IL 61701
(309) 434-2334; FAX (309) 434-2463

BUSEY BANK
2101 Veterans Parkway
Bloomington, IL 61704
70-256
/71

Vendor Number 4464
Check Date 07/11/2022
Check [redacted]
VOID 180 DAYS FROM DATE OF [redacted]

$2,250.00

Pay Two Thousand Two Hundred Fifty Dollars and 00 cents ******

To The Order Of
BENEVATE INC
NEIGHBORLY SOFTWARE
3423 PIEDMONT ROAD NE
SUITE 216
ATLANTA, GA 30305

Mayor
Financial Director

[redacted]

Check [redacted]7 Amount $2,250.00 Date 7/19/2022

Busey

100 W University Ave
Champaign IL 61820

[redacted]

CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON IL 61701-5217

Date 8/31/22 Page 1
Primary Account [redacted]

CHECKING ACCOUNT SUMMARY & DETAIL

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	1
Account Number	[redacted]	Statement Dates 8/01/22 thru	8/31/22
Previous Balance	186,178.93	Days in the statement period	31
1 Deposits/Credits	11,550.97	Average Ledger	195,260.16
1 Checks/Debits	3,341.25	Average Collected	195,260.16
Service Charge	.00	Interest Earned	1.66
Interest Paid	1.66	Annual Percentage Yield Earned	0.01%
Ending Balance	194,390.31	2022 Interest Paid	18.01

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	$.00	$.00
Returned Item Fees	$.00	$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTON	AMOUNT
8/03	Deposit/Credit RE:	11,550.97
8/31	Interest Deposit	1.66

CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
8/16	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	3,341.25-

DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE
8/01	186,178.93	8/16	194,388.65
8/03	197,729.90	8/31	194,390.31

CHANGE OF ADDRESS FORM

Please notify us immediately of any address changes on your accounts..

Customer Name: _____ (Account Number)

New Address: _____ (Street Address) (Unit #)

_____ (City) (State) (Zip Code)

Member FDIC _____ (Telephone Number) (Social Security Number)

_____ (Customer Signature)

Please return this form to the address listed below or bring it to our office

THIS FORM WILL HELP YOU BALANCE YOUR CHECKBOOK

CHECKS or WITHDRAWALS OUTSTANDING
Not Charged To Your Account

Check No.	$
TOTAL	$

ENDING BALANCE Shown On This Statement $ _____

ADD (+)
Deposits, Loan Advances, Credit Memos, And Other Automatic Deposits Not Shown On This Statement $ _____

SUBTRACT (-)
Total of Checks Outstanding, Automatic Loan Payments, Automatic Savings Transfers, Service Charges, Debit Memos And Other Automatic Deductions Not Shown On This Statement $ _____

BALANCE $ _____

Current Checkbook Balance $ _____

ADD (+)
Interest Earned From This Statement $ _____

SUBTRACT (-)
Misc. Charges From This Statement $ _____

NEW CHECKBOOK BALANCE
Should Agree With BALANCE Line $ _____

IMPORTANT INFORMATION

In Case of General Statement Errors

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any errors, unauthorized signatures, or alterations, you must promptly notify us of the relevant facts. You agree that the time you have to examine your statement and report to us will depend on the circumstances,but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

IMPORTANT INFORMATION FOR CONSUMER ACCOUNTS

In Case of Errors or Questions About Your Electronic Transactions

Telephone or write us at the number or address listed below if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) Tell us the date and the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly.If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. To qualify for this recredit, we require a written notice of the problem or complaint within 10 business days of your telephone call to us.

In Case of Errors or Questions About Your Line of Credit or Home Equity Loan

If you think your bill is wrong, or if you need information about this loan or a transaction on this statement, please write to us at the address listed below. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, please give us the following information:

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(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) The date and the dollar amount of the suspected error.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

Balance Subject to Interest Rate for Line of Credit

Balance Subject to Interest Rate / Average Daily Balance - We figure the interest charge on your account by applying the periodic rate to the 'AVERAGE DAILY BALANCE' of your account (including current transactions). To get the 'AVERAGE DAILY BALANCE', we take the beginning balance of your account each day, add any new advances and subtract any payments or credits, also subtracting any unpaid finance charges. The automatic minimum payment amount is excluded when calculating the 'AVERAGE DAILY BALANCE' and 'INTEREST CHARGE'. If the account does not have sufficient funds to cover payment and another advance is made to cover minimum payment, this is also excluded from figuring the 'AVERAGE DAILY BALANCE' but is reflected in the beginning balance of the next statement cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the 'AVERAGE DAILY BALANCE'. Written notification of any errors must be given to preserve your rights under the Truth in Lending Act. At any time the debtor may pay the aggregate balance or any portion of his/her indebtedness.

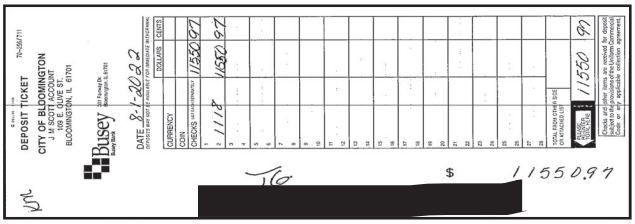
We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Telephone Number and Address to Be Notified in the Event of Errors

Call us at 800.672.8739 or write to us at Busey Bank, Attention: Customer Care Center, P.O. Box 4028, Champaign, IL 61824. You should also call us at this phone number or write to us at this address if you believe a transfer has been made using the information from your check without your permission.

CSI REV 4/16 6146-STMT

Primary Account: [redacted]


DEPOSIT TICKET
CITY OF BLOOMINGTON
1 SOUTH CLEVELAND
BLOOMINGTON, IL 61701
Busey Bank
DATE 8-1-2022
CURRENCY
COIN
CHECKS
1118
1150 97
1150 97
[redacted]
$ 11550.97
TOTAL
11550 97

Amount $11,550.97 Date 8/3/2022

Busey

100 W University Ave
Champaign IL 61820

[redacted]

CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON IL 61701-5217

Date 9/30/22 Page 1
Primary Account [redacted]

CHECKING ACCOUNT SUMMARY & DETAIL

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	0
Account Number	[redacted]	Statement Dates	9/01/22 thru 10/02/22
Previous Balance	194,390.31	Days in the statement period	32
Deposits/Credits	.00	Average Ledger	194,188.27
1 Checks/Debits	2,155.00	Average Collected	194,188.27
Service Charge	.00	Interest Earned	1.70
Interest Paid	1.60	Annual Percentage Yield Earned	0.01%
Ending Balance	192,236.91	2022 Interest Paid	19.61

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	$.00	$.00
Returned Item Fees	$.00	$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTON	AMOUNT
9/30	Interest Deposit	1.60

CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
9/30	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	2,155.00-

DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE
9/01	194,390.31	9/30	192,236.91

CHANGE OF ADDRESS FORM

Please notify us immediately of any address changes on your accounts..

Customer Name: _____ (Account Number)

New Address: _____ (Street Address) (Unit #)

_____ (City) (State) (Zip Code)

Member FDIC _____ (Telephone Number) (Social Security Number)

_____ (Customer Signature)

Please return this form to the address listed below or bring it to our office

THIS FORM WILL HELP YOU BALANCE YOUR CHECKBOOK

CHECKS or WITHDRAWALS OUTSTANDING
Not Charged To Your Account

Check No.	$
TOTAL	$

ENDING BALANCE Shown On This Statement $ _____

ADD (+)
Deposits, Loan Advances, Credit Memos, And Other Automatic Deposits Not Shown On This Statement $ _____

SUBTRACT (-)
Total of Checks Outstanding, Automatic Loan Payments, Automatic Savings Transfers, Service Charges, Debit Memos And Other Automatic Deductions Not Shown On This Statement $ _____

BALANCE $ _____

Current Checkbook Balance $ _____

ADD (+)
Interest Earned From This Statement $ _____

SUBTRACT (-)
Misc. Charges From This Statement $ _____

NEW CHECKBOOK BALANCE
Should Agree With BALANCE Line $ _____

IMPORTANT INFORMATION

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(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) Tell us the date and the dollar amount of the suspected error.

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If you think your bill is wrong, or if you need information about this loan or a transaction on this statement, please write to us at the address listed below. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, please give us the following information:

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(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) The date and the dollar amount of the suspected error.

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Balance Subject to Interest Rate for Line of Credit

Balance Subject to Interest Rate / Average Daily Balance - We figure the interest charge on your account by applying the periodic rate to the 'AVERAGE DAILY BALANCE' of your account (including current transactions). To get the 'AVERAGE DAILY BALANCE', we take the beginning balance of your account each day, add any new advances and subtract any payments or credits, also subtracting any unpaid finance charges. The automatic minimum payment amount is excluded when calculating the 'AVERAGE DAILY BALANCE' and 'INTEREST CHARGE'. If the account does not have sufficient funds to cover payment and another advance is made to cover minimum payment, this is also excluded from figuring the 'AVERAGE DAILY BALANCE' but is reflected in the beginning balance of the next statement cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the 'AVERAGE DAILY BALANCE'. Written notification of any errors must be given to preserve your rights under the Truth in Lending Act. At any time the debtor may pay the aggregate balance or any portion of his/her indebtedness.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Telephone Number and Address to Be Notified in the Event of Errors

Call us at 800.672.8739 or write to us at Busey Bank, Attention: Customer Care Center, P.O. Box 4028, Champaign, IL 61824. You should also call us at this phone number or write to us at this address if you believe a transfer has been made using the information from your check without your permission.

Busey

100 W University Ave
Champaign IL 61820

[redacted]

CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON IL 61701-5217

Date 10/31/22 Page 1
Primary Account [redacted]

CHECKING ACCOUNT SUMMARY & DETAIL

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	0
Account Number	[redacted]7	Statement Dates	10/03/22 thru 10/31/22
Previous Balance	192,236.91	Days in the statement period	29
1 Deposits/Credits	40.00	Average Ledger	192,265.87
Checks/Debits	.00	Average Collected	192,265.87
Service Charge	.00	Interest Earned	1.53
Interest Paid	1.63	Annual Percentage Yield Earned	0.01%
Ending Balance	192,278.54	2022 Interest Paid	21.24

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	$.00	$.00
Returned Item Fees	$.00	$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTON	AMOUNT
10/11	Int Xfer TRF FROM GENERAL TO JMS	40.00
10/31	Interest Deposit	1.63

DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/03	192,236.91	10/11	192,276.91	10/31	192,278.54

CHANGE OF ADDRESS FORM

Please notify us immediately of any address changes on your accounts..

Customer Name: _____ (Account Number)

New Address: _____ (Street Address) (Unit #)

_____ (City) (State) (Zip Code)

Member FDIC _____ (Telephone Number) (Social Security Number)

_____ (Customer Signature)

Please return this form to the address listed below or bring it to our office

THIS FORM WILL HELP YOU BALANCE YOUR CHECKBOOK

CHECKS or WITHDRAWALS OUTSTANDING
Not Charged To Your Account

Check No.	$
TOTAL	$

ENDING BALANCE Shown On This Statement $ _____

ADD (+)
Deposits, Loan Advances, Credit Memos, And Other Automatic Deposits Not Shown On This Statement $ _____

SUBTRACT (-)
Total of Checks Outstanding, Automatic Loan Payments, Automatic Savings Transfers, Service Charges, Debit Memos And Other Automatic Deductions Not Shown On This Statement $ _____

BALANCE $ _____

Current Checkbook Balance $ _____

ADD (+)
Interest Earned From This Statement $ _____

SUBTRACT (-)
Misc. Charges From This Statement $ _____

NEW CHECKBOOK BALANCE
Should Agree With BALANCE Line $ _____

IMPORTANT INFORMATION

In Case of General Statement Errors

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(1) Tell us your name and account number.
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Balance Subject to Interest Rate for Line of Credit

Balance Subject to Interest Rate / Average Daily Balance - We figure the interest charge on your account by applying the periodic rate to the 'AVERAGE DAILY BALANCE' of your account (including current transactions). To get the 'AVERAGE DAILY BALANCE', we take the beginning balance of your account each day, add any new advances and subtract any payments or credits, also subtracting any unpaid finance charges. The automatic minimum payment amount is excluded when calculating the 'AVERAGE DAILY BALANCE' and 'INTEREST CHARGE'. If the account does not have sufficient funds to cover payment and another advance is made to cover minimum payment, this is also excluded from figuring the 'AVERAGE DAILY BALANCE' but is reflected in the beginning balance of the next statement cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the 'AVERAGE DAILY BALANCE'. Written notification of any errors must be given to preserve your rights under the Truth in Lending Act. At any time the debtor may pay the aggregate balance or any portion of his/her indebtedness.

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CSI REV 4/16 6146-STMT

Busey

100 W University Ave
Champaign IL 61820

[redacted]

CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON IL 61701-5217

Date 11/30/22 Page 1
Primary Account [redacted]

CHECKING ACCOUNT SUMMARY & DETAIL

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	0
Account Number	[redacted]	Statement Dates	11/01/22 thru 11/30/22
Previous Balance	192,278.54	Days in the statement period	30
Deposits/Credits	.00	Average Ledger	189,767.54
1 Checks/Debits	3,138.75	Average Collected	189,767.54
Service Charge	.00	Interest Earned	1.56
Interest Paid	1.56	Annual Percentage Yield Earned	0.01%
Ending Balance	189,141.35	2022 Interest Paid	22.80

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	$.00	$.00
Returned Item Fees	$.00	$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTON	AMOUNT
11/30	Interest Deposit	1.56

CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
11/07	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	3,138.75-

DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
11/01	192,278.54	11/07	189,139.79	11/30	189,141.35

CHANGE OF ADDRESS FORM

Please notify us immediately of any address changes on your accounts..

Customer Name: _____ (Account Number)

New Address: _____ (Street Address) (Unit #)

_____ (City) (State) (Zip Code)

Member FDIC _____ (Telephone Number) (Social Security Number)

_____ (Customer Signature)

Please return this form to the address listed below or bring it to our office

THIS FORM WILL HELP YOU BALANCE YOUR CHECKBOOK

CHECKS or WITHDRAWALS OUTSTANDING
Not Charged To Your Account

Check No.	$
TOTAL	$

ENDING BALANCE Shown On This Statement $ _____

ADD (+)
Deposits, Loan Advances, Credit Memos, And Other Automatic Deposits Not Shown On This Statement $ _____

SUBTRACT (-)
Total of Checks Outstanding, Automatic Loan Payments, Automatic Savings Transfers, Service Charges, Debit Memos And Other Automatic Deductions Not Shown On This Statement $ _____

BALANCE $ _____

Current Checkbook Balance $ _____

ADD (+)
Interest Earned From This Statement $ _____

SUBTRACT (-)
Misc. Charges From This Statement $ _____

NEW CHECKBOOK BALANCE
Should Agree With BALANCE Line $ _____

IMPORTANT INFORMATION

In Case of General Statement Errors

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IMPORTANT INFORMATION FOR CONSUMER ACCOUNTS

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In Case of Errors or Questions About Your Line of Credit or Home Equity Loan

If you think your bill is wrong, or if you need information about this loan or a transaction on this statement, please write to us at the address listed below. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, please give us the following information:

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(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) The date and the dollar amount of the suspected error.

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Balance Subject to Interest Rate for Line of Credit

Balance Subject to Interest Rate / Average Daily Balance - We figure the interest charge on your account by applying the periodic rate to the 'AVERAGE DAILY BALANCE' of your account (including current transactions). To get the 'AVERAGE DAILY BALANCE', we take the beginning balance of your account each day, add any new advances and subtract any payments or credits, also subtracting any unpaid finance charges. The automatic minimum payment amount is excluded when calculating the 'AVERAGE DAILY BALANCE' and 'INTEREST CHARGE'. If the account does not have sufficient funds to cover payment and another advance is made to cover minimum payment, this is also excluded from figuring the 'AVERAGE DAILY BALANCE' but is reflected in the beginning balance of the next statement cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the 'AVERAGE DAILY BALANCE'. Written notification of any errors must be given to preserve your rights under the Truth in Lending Act. At any time the debtor may pay the aggregate balance or any portion of his/her indebtedness.

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CSI REV 4/16 6146-STMT

Busey

100 W University Ave
Champaign IL 61820

[redacted]

CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON IL 61701-5217

Date 12/30/22 Page 1
Primary Account [redacted]

CHECKING ACCOUNT SUMMARY & DETAIL

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	0
Account Number	[redacted]	Statement Dates	12/01/22 thru 12/31/22
Previous Balance	189,141.35	Days in the statement period	31
Deposits/Credits	.00	Average Ledger	189,141.35
Checks/Debits	.00	Average Collected	189,141.35
Service Charge	.00	Interest Earned	1.60
Interest Paid	1.60	Annual Percentage Yield Earned	0.01%
Ending Balance	189,142.95	2022 Interest Paid	24.40

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	$.00	$.00
Returned Item Fees	$.00	$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTON	AMOUNT
12/31	Interest Deposit	1.60

DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE
12/01	189,141.35	12/31	189,142.95

CHANGE OF ADDRESS FORM

Please notify us immediately of any address changes on your accounts..

Customer Name: _____ (Account Number)

New Address: _____ (Street Address) (Unit #)

_____ (City) (State) (Zip Code)

Member FDIC _____ (Telephone Number) (Social Security Number)

_____ (Customer Signature)

Please return this form to the address listed below or bring it to our office

THIS FORM WILL HELP YOU BALANCE YOUR CHECKBOOK

CHECKS or WITHDRAWALS OUTSTANDING
Not Charged To Your Account

Check No.	$
TOTAL	$

ENDING BALANCE Shown On This Statement $ _____

ADD (+)
Deposits, Loan Advances, Credit Memos, And Other Automatic Deposits Not Shown On This Statement $ _____

SUBTRACT (-)
Total of Checks Outstanding, Automatic Loan Payments, Automatic Savings Transfers, Service Charges, Debit Memos And Other Automatic Deductions Not Shown On This Statement $ _____

BALANCE $ _____

Current Checkbook Balance $ _____

ADD (+)
Interest Earned From This Statement $ _____

SUBTRACT (-)
Misc. Charges From This Statement $ _____

NEW CHECKBOOK BALANCE
Should Agree With BALANCE Line $ _____

IMPORTANT INFORMATION

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We will investigate your complaint and will correct any error promptly.If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. To qualify for this recredit, we require a written notice of the problem or complaint within 10 business days of your telephone call to us.

In Case of Errors or Questions About Your Line of Credit or Home Equity Loan

If you think your bill is wrong, or if you need information about this loan or a transaction on this statement, please write to us at the address listed below. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, please give us the following information:

(1) Your name and account number.
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) The date and the dollar amount of the suspected error.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

Balance Subject to Interest Rate for Line of Credit

Balance Subject to Interest Rate / Average Daily Balance - We figure the interest charge on your account by applying the periodic rate to the 'AVERAGE DAILY BALANCE' of your account (including current transactions). To get the 'AVERAGE DAILY BALANCE', we take the beginning balance of your account each day, add any new advances and subtract any payments or credits, also subtracting any unpaid finance charges. The automatic minimum payment amount is excluded when calculating the 'AVERAGE DAILY BALANCE' and 'INTEREST CHARGE'. If the account does not have sufficient funds to cover payment and another advance is made to cover minimum payment, this is also excluded from figuring the 'AVERAGE DAILY BALANCE' but is reflected in the beginning balance of the next statement cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the 'AVERAGE DAILY BALANCE'. Written notification of any errors must be given to preserve your rights under the Truth in Lending Act. At any time the debtor may pay the aggregate balance or any portion of his/her indebtedness.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Telephone Number and Address to Be Notified in the Event of Errors

Call us at 800.672.8739 or write to us at Busey Bank, Attention: Customer Care Center, P.O. Box 4028, Champaign, IL 61824. You should also call us at this phone number or write to us at this address if you believe a transfer has been made using the information from your check without your permission.

CSI REV 4/16 6146-STMT

Busey

100 W University Ave
Champaign IL 61820

[redacted]
CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON IL 61701-5217

Date 1/31/23 Page 1
Primary Account [redacted]

CHECKING ACCOUNT SUMMARY & DETAIL

Busey Bank has recently conducted a review on pricing for various deposit and Treasury Management Services. You may see a change in your account fees effective March 1st. If you have any questions, please contact your Relationship Manager or Treasury Management Representative.

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	1
Account Number	[redacted]	Statement Dates 1/01/23 thru	1/31/23
Previous Balance	189,142.95	Days in the statement period	31
1 Deposits/Credits	3,722.31	Average Ledger	186,044.87
1 Checks/Debits	5,625.00	Average Collected	186,044.87
Service Charge	.00	Interest Earned	1.58
Interest Paid	1.58	Annual Percentage Yield Earned	0.01%
Ending Balance	187,241.84	2023 Interest Paid	1.58

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	$.00	$.00
Returned Item Fees	$.00	$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTON	AMOUNT
1/17	Deposit/Credit RE:	3,722.31
1/31	Interest Deposit	1.58

CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
1/05	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	5,625.00-

DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE
1/01	189,142.95	1/17	187,240.26
1/05	183,517.95	1/31	187,241.84

CHANGE OF ADDRESS FORM

Please notify us immediately of any address changes on your accounts..

Customer Name: _____ (Account Number)

New Address: _____ (Street Address) (Unit #)

_____ (City) (State) (Zip Code)

Member FDIC _____ (Telephone Number) (Social Security Number)

_____ (Customer Signature)

Please return this form to the address listed below or bring it to our office

THIS FORM WILL HELP YOU BALANCE YOUR CHECKBOOK

CHECKS or WITHDRAWALS OUTSTANDING
Not Charged To Your Account

Check No.	$
TOTAL	$

ENDING BALANCE Shown On This Statement $ _____

ADD (+)
Deposits, Loan Advances, Credit Memos, And Other Automatic Deposits Not Shown On This Statement $ _____

SUBTRACT (-)
Total of Checks Outstanding, Automatic Loan Payments, Automatic Savings Transfers, Service Charges, Debit Memos And Other Automatic Deductions Not Shown On This Statement $ _____

BALANCE $ _____

Current Checkbook Balance $ _____

ADD (+)
Interest Earned From This Statement $ _____

SUBTRACT (-)
Misc. Charges From This Statement $ _____

NEW CHECKBOOK BALANCE
Should Agree With BALANCE Line $ _____

IMPORTANT INFORMATION

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IMPORTANT INFORMATION FOR CONSUMER ACCOUNTS

In Case of Errors or Questions About Your Electronic Transactions

Telephone or write us at the number or address listed below if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) Tell us the date and the dollar amount of the suspected error.

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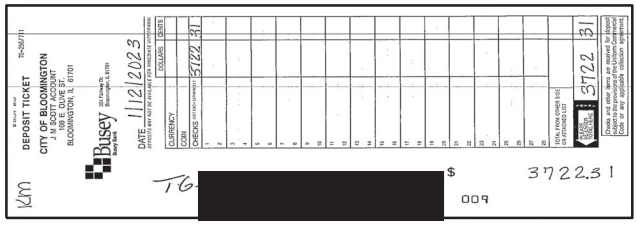
CSI REV 4/16 6146-STMT

Primary Account [redacted]


DEPOSIT TICKET
CITY OF BLOOMINGTON
J. WILDER COURT
109 E. OLIVE ST.
BLOOMINGTON, IL 61701
Busey Bank
DATE 1/12/2023
CURRENCY
COIN
CHECKS 3722 31
TOTAL CHECKS
CASH BACK (REQ.)
TOTAL DEPOSIT 3722 31
TG [redacted]
$ 3722.31
009

Amount $3,722.31 Date 1/17/2023

Busey

100 W University Ave
Champaign IL 61820

=56375510

CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON IL 61701-5217

Date 2/28/23 Page 1
Primary Account [redacted]

CHECKING ACCOUNT SUMMARY & DETAIL

Effective 04/01, Busey will assess a Deposited Cash Fee. After the first $10,000 of cash deposited each month, cash deposits will be charged $1.00/$1,000. A monthly Deposit Administration Fee, charged at a rate of 0.008% of Avg Mo. Collected Balance, will also be implemented. If you have any questions, please contact your Relationship Manager.

PUBLIC BUSINESS ANALYSIS INT	[redacted]	Number of Enclosures	0
Account Number	[redacted]	Statement Dates 2/01/23 thru	2/28/23
Previous Balance	187,241.84	Days in the statement period	28
Deposits/Credits	.00	Average Ledger	184,301.97
1 Checks/Debits	3,048.75	Average Collected	184,301.97
Service Charge	.00	Interest Earned	1.42
Interest Paid	1.42	Annual Percentage Yield Earned	0.01%
Ending Balance	184,194.51	2023 Interest Paid	3.00

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	$.00	$.00
Returned Item Fees	$.00	$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTON	AMOUNT
2/28	Interest Deposit	1.42

CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
2/02	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	3,048.75-

DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
2/01	187,241.84	2/02	184,193.09	2/28	184,194.51

CHANGE OF ADDRESS FORM

Please notify us immediately of any address changes on your accounts..

Customer Name: _____ (Account Number)

New Address: _____ (Street Address) (Unit #)

_____ (City) (State) (Zip Code)

Member FDIC _____ (Telephone Number) (Social Security Number)

_____ (Customer Signature)

Please return this form to the address listed below or bring it to our office

THIS FORM WILL HELP YOU BALANCE YOUR CHECKBOOK

CHECKS or WITHDRAWALS OUTSTANDING
Not Charged To Your Account

Check No.	$
TOTAL	$

ENDING BALANCE Shown On This Statement $ _____

ADD (+)
Deposits, Loan Advances, Credit Memos, And Other Automatic Deposits Not Shown On This Statement $ _____

SUBTRACT (-)
Total of Checks Outstanding, Automatic Loan Payments, Automatic Savings Transfers, Service Charges, Debit Memos And Other Automatic Deductions Not Shown On This Statement $ _____

BALANCE $ _____

Current Checkbook Balance $ _____

ADD (+)
Interest Earned From This Statement $ _____

SUBTRACT (-)
Misc. Charges From This Statement $ _____

NEW CHECKBOOK BALANCE
Should Agree With BALANCE Line $ _____

IMPORTANT INFORMATION

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(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
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CSI REV 4/16 6146-STMT

Busey

100 W University Ave
Champaign IL 61820

[redacted]
CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON IL 61701-5217

Date 3/31/23 Page 1
Primary Account [redacted]

CHECKING ACCOUNT SUMMARY & DETAIL

Effective 04/01, Busey will assess a Deposited Cash Fee. After the first $10,000 of cash deposited each month, cash deposits will be charged $1.00/$1,000. A monthly Deposit Administration Fee, charged at a rate of 0.008% of Avg Mo. Collected Balance, will also be implemented. If you have any questions, please contact your Relationship Manager.

PUBLIC BUSINESS ANALYSIS INT	[redacted]	Number of Enclosures	1
Account Number	[redacted]47	Statement Dates 3/01/23 thru	4/02/23
Previous Balance	184,194.51	Days in the statement period	33
1 Deposits/Credits	500.00	Average Ledger	183,261.78
1 Checks/Debits	3,060.00	Average Collected	183,261.78
Service Charge	.00	Interest Earned	1.66
Interest Paid	1.56	Annual Percentage Yield Earned	0.01%
Ending Balance	181,636.07	2023 Interest Paid	4.56

	Total For This Period	Total Year-to-Date
Total Overdraft Paid Item Fees	$.00	$.00
Total Overdraft Return Item Fees	$.00	$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTON	AMOUNT
3/16	Deposit/Credit RE:	500.00
3/31	Interest Deposit	1.56

CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
3/21	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	3,060.00-

DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE
3/01	184,194.51	3/21	181,634.51
3/16	184,694.51	3/31	181,636.07

CHANGE OF ADDRESS FORM

Please notify us immediately of any address changes on your accounts..

Customer Name: _____ (Account Number)

New Address: _____ (Street Address) (Unit #)

_____ (City) (State) (Zip Code)

Member FDIC _____ (Telephone Number) (Social Security Number)

_____ (Customer Signature)

Please return this form to the address listed below or bring it to our office

THIS FORM WILL HELP YOU BALANCE YOUR CHECKBOOK

CHECKS or WITHDRAWALS OUTSTANDING
Not Charged To Your Account

Check No.	$
TOTAL	$

ENDING BALANCE Shown On This Statement $ _____

ADD (+)
Deposits, Loan Advances, Credit Memos, And Other Automatic Deposits Not Shown On This Statement $ _____

SUBTRACT (-)
Total of Checks Outstanding, Automatic Loan Payments, Automatic Savings Transfers, Service Charges, Debit Memos And Other Automatic Deductions Not Shown On This Statement $ _____

BALANCE $ _____

Current Checkbook Balance $ _____

ADD (+)
Interest Earned From This Statement $ _____

SUBTRACT (-)
Misc. Charges From This Statement $ _____

NEW CHECKBOOK BALANCE
Should Agree With BALANCE Line $ _____

IMPORTANT INFORMATION

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(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) The date and the dollar amount of the suspected error.

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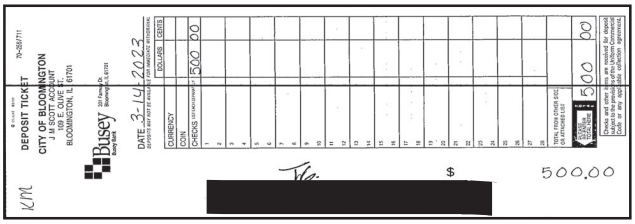
CSI REV 4/16 6146-STMT

Primary Account: 6[redacted]7


KM

DEPOSIT TICKET
CITY OF BLOOMINGTON
J M SCOTT CT DUP
109 E OLIVE
BLOOMINGTON, IL 61701

79-2627/711

Busey
Bank Texas
2210 Kenny Dr
Bloomington, IL 61705

DATE 3-14-2023
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

	DOLLARS	CENTS
CURRENCY		
COIN		
CHECKS 24 HOUR CHECK CHARGE $1.00	500	00
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
TOTAL ITEMS PER SIDE OR ATTACHED LIST		
TOTAL	500	00

[redacted] $ 500.00

Checks and other items are received for deposit subject to the provisions of the Uniform Commercial Code or any applicable collection agreement.

Amount $500.00 Date 3/16/2023

Busey

100 W University Ave
Champaign IL 61820

[redacted]
CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON IL 61701-5217

Date 4/28/23 Page 1
Primary Account [redacted]

CHECKING ACCOUNT SUMMARY & DETAIL

Go Green! Receive online eStatements instead of a monthly paper statement in the mail.

PUBLIC BUSINESS ANALYSIS INT		Number of Enclosures	0
Account Number	[redacted]	Statement Dates 4/03/23 thru	4/30/23
Previous Balance	181,636.07	Days in the statement period	28
1 Deposits/Credits	562.50	Average Ledger	181,002.05
1 Checks/Debits	6,480.00	Average Collected	181,002.05
Service Charge	.00	Interest Earned	1.38
Interest Paid	1.48	Annual Percentage Yield Earned	0.01%
Ending Balance	175,720.05	2023 Interest Paid	6.04

	Total For This Period	Total Year-to-Date
Total Overdraft Paid Item Fees	$.00	$.00
Total Overdraft Return Item Fees	$.00	$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTON	AMOUNT
4/28	Int Xfer TRF FROM GENERAL TO JMS ACCOUNT	562.50
4/30	Interest Deposit	1.48

CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
4/28	Int Xfer TRF FROM JMS TO GENERAL ACCOUNT	6,480.00-

DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
4/03	181,636.07	4/28	175,718.57	4/30	175,720.05

CHANGE OF ADDRESS FORM

Please notify us immediately of any address changes on your accounts..

Customer Name: _____ (Account Number)

New Address: _____ (Street Address) (Unit #)

_____ (City) (State) (Zip Code)

Member FDIC _____ (Telephone Number) (Social Security Number)

_____ (Customer Signature)

Please return this form to the address listed below or bring it to our office

THIS FORM WILL HELP YOU BALANCE YOUR CHECKBOOK

CHECKS or WITHDRAWALS OUTSTANDING
Not Charged To Your Account

Check No.	$
TOTAL	$

ENDING BALANCE Shown On This Statement $ _____

ADD (+)
Deposits, Loan Advances, Credit Memos, And Other Automatic Deposits Not Shown On This Statement $ _____

SUBTRACT (-)
Total of Checks Outstanding, Automatic Loan Payments, Automatic Savings Transfers, Service Charges, Debit Memos And Other Automatic Deductions Not Shown On This Statement $ _____

BALANCE $ _____

Current Checkbook Balance $ _____

ADD (+)
Interest Earned From This Statement $ _____

SUBTRACT (-)
Misc. Charges From This Statement $ _____

NEW CHECKBOOK BALANCE
Should Agree With BALANCE Line $ _____

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We will investigate your complaint and will correct any error promptly.If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. To qualify for this recredit, we require a written notice of the problem or complaint within 10 business days of your telephone call to us.

In Case of Errors or Questions About Your Line of Credit or Home Equity Loan

If you think your bill is wrong, or if you need information about this loan or a transaction on this statement, please write to us at the address listed below. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, please give us the following information:

(1) Your name and account number.
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
(3) The date and the dollar amount of the suspected error.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

Balance Subject to Interest Rate for Line of Credit

Balance Subject to Interest Rate / Average Daily Balance - We figure the interest charge on your account by applying the periodic rate to the 'AVERAGE DAILY BALANCE' of your account (including current transactions). To get the 'AVERAGE DAILY BALANCE', we take the beginning balance of your account each day, add any new advances and subtract any payments or credits, also subtracting any unpaid finance charges. The automatic minimum payment amount is excluded when calculating the 'AVERAGE DAILY BALANCE' and 'INTEREST CHARGE'. If the account does not have sufficient funds to cover payment and another advance is made to cover minimum payment, this is also excluded from figuring the 'AVERAGE DAILY BALANCE' but is reflected in the beginning balance of the next statement cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the 'AVERAGE DAILY BALANCE'. Written notification of any errors must be given to preserve your rights under the Truth in Lending Act. At any time the debtor may pay the aggregate balance or any portion of his/her indebtedness.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Telephone Number and Address to Be Notified in the Event of Errors

Call us at 800.672.8739 or write to us at Busey Bank, Attention: Customer Care Center, P.O. Box 4028, Champaign, IL 61824. You should also call us at this phone number or write to us at this address if you believe a transfer has been made using the information from your check without your permission.

CSI REV 4/16 6146-STMT

CITY OF BLOOMINGTON, IL

munis a tyler erp solution

ACCOUNT TRIAL BALANCE FOR FY23/MAY TO APR

FUND 7210

ACCOUNT ACCOUNT NAME PER JNL SRC EFF DATE REFERENCE	ORG	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
72102100 56010						
JMS Interest Income	72102100	.00				
1 1570 GEN 05/31/22	INTEREST ON BUSEY ACCT		.00	5.36	-5.36	
1 1638 GEN 05/31/22	Monthly trust activity		.00	5,675.35	-5,680.71	
2 1040 GEN 06/30/22	INTEREST ON BUSEY ACCT		.00	2.15	-5,682.86	
2 1127 GEN 06/30/22	Monthly trust activity		.00	110,918.08	-116,600.94	
3 1119 GEN 07/31/22	INTEREST ON BUSEY ACCT		.00	1.59	-116,602.53	
3 1191 GEN 07/31/22	MONTHLY TRUST ACTIVITY		5,784.45	.00	-110,818.08	
4 977 GEN 08/31/22	INTEREST ON BUSEY ACCOUNT		.00	1.66	-110,819.74	
4 1195 GEN 08/31/22	MONTHLY TRUST ACTIVITY		.00	5,911.24	-116,730.98	
5 1215 GEN 09/30/22	MONTHLY TRUST ACTIVITY		.00	93,266.58	-209,997.56	
5 1224 GEN 09/30/22	INTEREST ON BUSEY ACCT		.00	1.70	-209,999.26	
5 1269 GEN 09/30/22	INTEREST CORRECTION		.10	.00	-209,999.16	
6 998 GEN 10/31/22	INTEREST ON BUSEY ACCT		.00	1.63	-210,000.79	
6 1182 GEN 10/31/22	MONTHLY TRUST ACTIVITY		.00	6,006.52	-216,007.31	
7 1323 GEN 11/30/22	INTEREST ON BUSEY ACCT		.00	1.56	-216,008.87	
7 1501 GEN 11/30/22	MONTHLY TRUST ACTIVITY		.00	6,088.98	-222,097.85	
8 1136 GEN 12/31/22	INTEREST ON BUSEY ACCT		.00	1.60	-222,099.45	
8 1168 GEN 12/31/22	MONTHLY TRUST ACTIVITY		.00	120,779.48	-342,878.93	
9 1377 GEN 01/31/23	INTEREST ON BUSEY ACCT		.00	1.58	-342,880.51	
9 1444 GEN 01/31/23	MONTHLY TRUST ACTIVITY		.00	6,190.45	-349,070.96	
10 1187 GEN 02/28/23	INTEREST ON BUSEY ACCT		.00	1.42	-349,072.38	
10 1246 GEN 02/28/23	MONTHLY TRUST ACTIVITY		.00	6,255.58	-355,327.96	
11 1217 GEN 03/31/23	INTEREST ON BUSEY ACCT		.00	1.56	-355,329.52	
11 1242 GEN 03/31/23	MONTHLY TRUST ACTIVITY		.00	54,211.33	-409,540.85	
12 1248 GEN 04/30/23	INTEREST ON BUSEY ACCT		.00	1.48	-409,542.33	
12 1327 GEN 04/30/23	MONTHLY TRUST ACTIVITY		.00	6,364.26	-415,906.59	
		.00	5,784.55	421,691.14	-415,906.59	-415,906.59
72102100 56110						
JMS Unrealized Gain/Loss	72102100	.00				
1 1638 GEN 05/31/22	Monthly trust activity		9,312.96	.00	9,312.96	
2 1127 GEN 06/30/22	Monthly trust activity		1,106,825.01	.00	1,116,137.97	
3 1191 GEN 07/31/22	MONTHLY TRUST ACTIVITY		.00	1,068,061.26	48,076.71	
4 1195 GEN 08/31/22	MONTHLY TRUST ACTIVITY		540,129.71	.00	588,206.42	
5 1215 GEN 09/30/22	MONTHLY TRUST ACTIVITY		1,329,158.94	.00	1,917,365.36	
6 1182 GEN 10/31/22	MONTHLY TRUST ACTIVITY		.00	703,090.59	1,214,274.77	
7 1501 GEN 11/30/22	MONTHLY TRUST ACTIVITY		.00	673,683.75	540,591.02	
8 1168 GEN 12/31/22	MONTHLY TRUST ACTIVITY		769,820.39	.00	1,310,411.41	
9 1444 GEN 01/31/23	MONTHLY TRUST ACTIVITY		.00	814,668.79	495,742.62	
10 1246 GEN 02/28/23	MONTHLY TRUST ACTIVITY		367,667.41	.00	863,410.03	
11 1242 GEN 03/31/23	MONTHLY TRUST ACTIVITY		.00	348,723.51	514,686.52	
12 1327 GEN 04/30/23	MONTHLY TRUST ACTIVITY		.00	118,645.69	396,040.83	
		.00	4,122,914.42	3,726,873.59	396,040.83	396,040.83
72102100 57990						
JMS Other Misc Revenue	72102100	.00				
3 1105 CRP 07/29/22 11510	CASH RECEIPTS JOURNAL		.00	11,550.97	-11,550.97	
		.00	.00	11,550.97	-11,550.97	-11,550.97
72102100 70530						
JMS Repr/Mtnc Office & Comp Eq	72102100	.00				

ACCOUNT TRIAL BALANCE FOR FY23/MAY TO APR

FUND 7210

ACCOUNT ACCOUNT NAME	ORG	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
PER JNL SRC EFF DATE REFERENCE						
2 1006 API 06/30/22 004464 344614	BENEVATE INC		2,250.00	.00	2,250.00	
3 931 API 07/27/22 000714 347087	COMMERCE BANK		127.41	.00	2,377.41	
		.00	2,377.41	.00	2,377.41	2,377.41
72102100 79130 59000						
JMS Grants	72102100	.00				
1 293 API 05/12/22 000720 340899	COMMUNITY HEALT		125,000.00	.00	125,000.00	
1 293 API 05/12/22 004491 340900	MCLEAN COUNTY C		125,000.00	.00	250,000.00	
		.00	250,000.00	.00	250,000.00	250,000.00
72102100 79130 59100						
JMS Grants	72102100	.00				
1 293 API 05/12/22 000325 340902	PROJECT OZ		100,000.00	.00	100,000.00	
1 293 API 05/12/22 000325 340908	PROJECT OZ		44,000.00	.00	144,000.00	
1 293 API 05/12/22 000544 340917	OSF HEALTHCARE		49,411.03	.00	193,411.03	
1 293 API 05/12/22 000589 340913	CHILDRENS HOME		45,000.00	.00	238,411.03	
1 293 API 05/12/22 000635 340905	YOUTHBUILD MCL		50,000.00	.00	288,411.03	
1 293 API 05/12/22 000654 340907	BABY FOLD		39,500.00	.00	327,911.03	
1 293 API 05/12/22 000720 340915	COMMUNITY HEALT		25,000.00	.00	352,911.03	
1 293 API 05/12/22 002205 340903	MARCFIRST		30,000.00	.00	382,911.03	
1 293 API 05/12/22 002480 340901	WESTERN AVENUE		77,923.86	.00	460,834.89	
1 293 API 05/12/22 002759 340911	WEST BLOOMINGTO		51,771.00	.00	512,605.89	
1 293 API 05/12/22 003818 340906	HEARTLAND HEAD		11,100.00	.00	523,705.89	
1 293 API 05/12/22 004490 340910	THE CENTER FOR		45,000.00	.00	568,705.89	
1 293 API 05/12/22 004671 340904	FAITH IN ACTION		25,000.00	.00	593,705.89	
1 293 API 05/12/22 004676 340912	INTEGRITY COUNS		20,000.00	.00	613,705.89	
1 293 API 05/12/22 005453 340914	CENTRAL ILLINOI		17,500.00	.00	631,205.89	
1 293 API 05/12/22 005461 340909	ABC COUNSELING		48,500.00	.00	679,705.89	
9 539 CRP 01/13/23 11510	CASH RECEIPTS JOURNAL		.00	3,722.31	675,983.58	
11 449 CRP 03/14/23 11510	CASH RECEIPTS JOURNAL		.00	500.00	675,483.58	
		.00	679,705.89	4,222.31	675,483.58	675,483.58
72102100 89154						
JMS To Code Enforcement	72102100	.00				
4 529 GEN 08/15/22	TRF FROM JMS TO GENERAL ACCT		3,341.25	.00	3,341.25	
5 1027 GEN 09/30/22	TRF FROM JMS TO GENERAL ACCT		2,115.00	.00	5,456.25	
7 216 GEN 11/07/22	TRF FROM JMS TO GENERAL ACCT		1,350.00	.00	6,806.25	
7 216 GEN 11/07/22	TRF FROM JMS TO GENERAL ACCT		225.00	.00	7,031.25	
7 216 GEN 11/07/22	TRF FROM JMS TO GENERAL ACCT		1,383.75	.00	8,415.00	
7 216 GEN 11/07/22	TRF FROM JMS TO GENERAL ACCT		180.00	.00	8,595.00	
9 128 GEN 01/05/23	TRF FROM JMS TO GENERAL ACCT		5,625.00	.00	14,220.00	
10 60 GEN 02/02/23	TRF FROM JMS TO GENERAL ACCT		3,048.75	.00	17,268.75	
11 700 GEN 03/21/23	TRF FROM JMS TO GENERAL ACCT		3,060.00	.00	20,328.75	
12 999 GEN 04/28/23	TRF FROM JMS TO GENERAL ACCT		1,451.25	.00	21,780.00	
12 999 GEN 04/28/23	TRF FROM JMS TO GENERAL ACCT		2,452.50	.00	24,232.50	
12 999 GEN 04/28/23	TRF FROM JMS TO GENERAL ACCT		2,013.75	.00	26,246.25	
		.00	26,246.25	.00	26,246.25	26,246.25

CITY OF BLOOMINGTON, IL

ACCOUNT TRIAL BALANCE FOR FY23/MAY TO APR

FUND 7210

ACCOUNT ACCOUNT NAME PER JNL SRC EFF DATE REFERENCE	ORG	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
TOTALS FOR FUND 7210						
J M Scott Healthcare Fund		.00	5,087,028.52	4,164,338.01	922,690.51	922,690.51
REPORT TOTALS		.00	5,087,028.52	4,164,338.01	922,690.51	922,690.51

ACCOUNT TRIAL BALANCE FOR FY23/MAY TO APR

REPORT OPTIONS

Print (D)etail or (S)ummary:	D	
Fiscal year-to-date version:	Y	
Reporting year:	2023	
Reporting from period:	01 MAY	to 12 APR
Journal Detail from	05/01/2022	to 04/30/2023
(B)alance sheet or (A)ll accounts:	A	
Roll up projects to object level:	N	
Omit zero balance accounts:	Y	
Sort by 3 Org-Obj-Project		
Print Org Code? (Y/N)	Y	
Print Fund Header and Org/Obj	N	
Include page break between funds	N	
Include page break between each	N	
Print totals	N	
Print report options	Y	
Exclude fund balance YEC/AJE for prior years	N	

Find Criteria

Field Name	Field Value
Fund	
Division	
Department	
Function	
Character Code	
Org	72102100
Object	
Project	
Account type	
Account status	

** END OF REPORT - Generated by William Bessler **

Appendix F: John M. Scott Health Care Trust Financial Policies and Procedures

JOHN M. SCOTT HEALTH CARE TRUST
FINANCIAL POLICIES AND PROCEDURES

I. FUNCTIONING OF THE FINANCE COMMITTEE

Individuals serving on the Finance Committee (hereinafter "Committee") must be recommended by the John M. Scott Health Care Commission (hereinafter "Commission") and approved by the Trustee. As a Subcommittee of the Commission, the Committee must be authorized to oversee and make investment decisions, select investment managers, allocate or reallocate funds among the various types of investment or managed funds for the Trust, subject to the review and approval of the Commission and the Trustee. The Committee shall keep records of all its meetings and actions, which will be appended to the Commission minutes for the information and approval of the Committee and the Commission. Marketable securities will be kept in a bank custodial account for safekeeping and for recording and implementation of all transactions.

Per the Commission by-laws, the City has appointed a Staff Administrator to serve as an administrative resource to the Commission. The Staff Administrator is responsible for fiscal management in the name of the Trust, the Trustee, and the Commission.

II. TRANSFERS TO THE CURRENT ACCOUNT:

A. ANNUAL BUDGET

Per Article VIII: Section 1 of the Commission by-laws, the Commission may request monies from the Trust in order to enable it to adequately carry out its responsibilities, provided such requests are in harmony with the provisions of the Trust itself. The Commission will submit an annual budget in writing to the Trustees for approval with the City of Bloomington's (City) annual budget. This shall be no more than the total amount of interest earned and up to a maximum of 10% of the remaining interest earned above the initial deposit.

B. TRANSFER OF FUNDS

Once the annual budget is approved by the Trustee, the Commission may request a fund transfer in an amount not to exceed the approved annual budget. The request must be submitted jointly by the Commission Chair and Treasurer in writing to the Staff Administrator. The request should include direction as to the specific fund asset(s) from which to make the transfer. The Staff Administrator will forward the request to the City's designated signatory on the Trust account. The designated signatory will provide a copy of the transfer request and documentation showing the funds deposited into the cash account to the Staff Administrator for distribution to the Commission.

C. INVOICE PAYMENT POLICY

All expenditure payments will be processed by the City's Finance/Accounts Payable department. All existing City Accounts Payable policies and procedures will apply. The Staff Administrator will have the authority to approve any JM Scott related expenditure less than $1,000; by signing the expenditure prior to submission to the City's Finance department. Expenditures over $1,000 will need to be reviewed and approved by the Commission. All expenditure payments will be processed by the City's Finance/Accounts

Payable department. All existing City Accounts Payable policies and procedures will apply. The Staff Administrator will have the authority to approve any JM Scott related expenditures less than $1,000; by signing the expenditure prior to submission to the City's Finance department. Expenditures over $1,000 will need to be reviewed and approved by the Commission prior to payment, by an affirmative vote of the required number of members. Communication of this authorization to the City's Finance department will take the form of an email from the Staff Administrator, copying the Commission Chair, and referencing the approved expense and the date of the meeting. The Staff Administrator will also sign the expenditure.

III. TEMPORARY INVESTMENTS

Each year the Trust will make an estimate of its short term needs for funds to cover seasonal fluctuations and enrollment fluctuations until such time as it can adjust its operating budgets. Consequently, it will not be necessary to encumber the management of the longer term investments with the possibility of short term needs. The portion of funds needed for this purpose is to be provided through liquid assets or other appropriate short term investment vehicles. As funds accumulate beyond short term needs, they will be designated for long term investment by the Director, in consultation with the Committee, and the Placement decision will be made by the Committee, a Subcommittee of the Commission and other appointed members.

IV. PRIMARY INVESTMENT ASSETS

All assets under the supervision of the Committee will be placed with an FDIC bank custodian approved by the Trustee. The Committee will adopt a statement of investment policies which the Trustee must approve. The Committee may recommend to the Trustee an experienced investment manager and give the manager discretion to select specific investments in accordance with the statement of investment policies and parameters. The Committee may also select various mutual funds as investment media for the Trust.

The major portion of Trust funds will be invested in equities and securities of varying maturities with a high degree of marketability. Each segment of the portfolio will be reviewed periodically by the Committee and evaluated against performance measures appropriate to that fund, with emphasis on long-range objectives. The Committee will, in turn, provide a comprehensive report and evaluation of investments to the Commission and Trustee at least annually.

V. OTHER INVESTMENTS

The Trust has some investment funds restricted as to use and the extent and disposition of these investments may appropriately influence investment decisions regarding unrestricted funds. Some investments obtained as gifts may be subject to constraints; others may involve annuity income payment obligations or unitrust agreements. Unitrust investments may be made in no-load mutual funds or placed under individual management. Except for the special arrangements involved, the objectives for these investments and performance criteria will be similar to those adopted by the Trustee for the Trust itself.

VI. STATEMENT OF INVESTMENT POLICIES

A. PURPOSE

The purpose of this Statement of Financial Policies is to set forth the general guidelines within which the assets of the Trust will be invested. It provides parameters to guide the Committee and the investment manager's decisions.

B. INVESTMENT OBJECTIVES

The primary objective of the investment portfolio is to be in a position to meet promptly all demands the Trustee may make upon the assets of the Trust. Recognizing this transcending requirement, the investment objective will be to attain a real total return, consisting of a combination of capital appreciation (or depreciation) and current income received in the form of dividends and interest, adjusted for inflation as measured by the Consumer Price Index, of at least 5% per year over the long term. The periods over which investment results will be evaluated will be no less than five years. It is recognized that the real return objectives may be difficult to attain in every five year period but should be attainable over a series of five year periods. It is hoped that the adoption of this objective will allow the portfolio to maintain its purchasing power over time while supporting a satisfactory level of services.

C. PORTFOLIO COMPOSITION AND RISK

1. Assets of the investment portfolio will be allocated amount marketable or immediately redeemable equity, equity-type, fixed income, and other types of securities. Most of the time a majority of the assets will be invested in equity and equity-type securities.

2. When fully invested, a range within which the percentage of equity and equity-type investments will be permitted to fluctuate is 40 – 85% of the total portfolio.

D. GUIDELINES FOR FIXED INCOME

1. Fixed income investments will generally consist of short and medium-term high grade securities rated “A” or better by a recognized rating agency. No more than 5% of the portfolio may be invested in debt of any one issuer but there will be no limitation on holdings of US Treasury and US Agency Issues.

2. Short-term funds will be kept entirely in very high grade marketable or highly liquid instruments.

E. GUIDELINES FOR EQUITY INVESTMENTS

1. Equity investments are to be diversified at the discretion of the manager, but no additional investment shall be made in an equity security constituting more than 5% of the portfolio.

2. No short sales will be permitted, nor may securities be placed on a loan to other parties for any purpose.

3. Options, futures contracts, or other types of derivatives or securities may be purchased, but only with prior approval of each transaction by the Committee.

F. GUIDELINES FOR TRANSACTIONS

All assets are to be managed for the exclusive benefit of the Trust. Transactions should be entered into on the basis of best execution, which normally means best realized price. Nonetheless, commissions may be designated for payment of services rendered to the Trust portfolio or to the manager on behalf of the Trust portfolio assets.

G. GENERAL

These guidelines for managing the portfolio of the Trust are not absolute. Circumstances and opinions do change. But before there is a departure from any of these major policy parameters, prior approval by the Trustee will be required. This policy will be reviewed by the Trustees at least every five years.

John M. Scott Health Care Commission May 2022 Meeting Minutes

Meeting Details: May 25th, 2022 via Zoom

Attendance

Commissioners Present: Karen Stipp, Kyana Wilkinson, Karen Schmidt, Elaine Hardy, Adam Houghton, and Brad Secord

Commissioners Absent: Angela Chasensky, Catharine Crockett, Judy Neubrander, Feli Sebastian, and Colton Sylvester

Staff: William Bessler (Staff Administrator) and Genevieve Rappold (Illinois State University Stevenson Fellow with the City of Bloomington)

Call to Order

Presiding Officer Karen Schmidt called the meeting to order at 6:36PM CST and requested a roll call of Commissioners present. Staff Administrator Bessler called the role. Quorum present.

Election of Officers

Election of Chairperson of the Commission: Mr. Bessler outlined the process for election officers. Chairperson Schmidt asked if nominations could be made for people who are not present. Mr. Bessler stated that that is allowed.

Chairperson Schmidt stated that she discussed with Commissioner Chasensky about her interest in becoming Chairperson and stated that Commissioner Chasensky would like to be considered for Chairperson in FY24, but not this year due to other commitments. Chairperson Schmidt nominated Commissioner Stipp for the position. Commissioner Stipp accepted the nomination.

Ayes: Schmidt, Stipp, Wilkinson, Hardy, Houghton, and Secord. Nays: None. Nomination carries.

Election of Vice-Chairperson of the Commission: Chairperson Stipp nominated Commissioner Wilkinson for this position. Commissioner Wilkinson accepted the nomination.

Ayes: Schmidt, Stipp, Wilkinson, Hardy, Houghton, and Secord Nays: None. Nomination carries.

Election of Treasurer of the Commission: Chairperson Stipp nominated Commissioner Schmidt for this position. Commissioner Schmidt asked for confirmation from Commissioner Secord that he would be unable to take this position. Commissioner Secord confirmed that information. Commissioner Schmidt accepted the nomination.

Ayes: Schmidt, Stipp, Wilkinson, Hardy, Houghton, and Secord Nays: None. Nomination carries.

Election of Secretary of the Commission: Chairperson Stipp stated that that several Commissioners were recommended. Chairperson Stipp asked if Commissioner Houghton would be interested. Commissioner Houghton asked what the role of Secretary entails. Mr. Bessler stated that this role was originally tasked with recording minutes, but staff has traditionally accomplished this duty. Mr. Bessler stated that the role of Secretary is somewhat open, with it remaining as an opportunity for commissioners to get experience in a leadership position and work alongside the Executive Committee. Commissioner Houghton stated that he is willing to take the position but is also willing to concede the position to someone more interested. Chairperson Stipp asked Commissioner Hardy if she would be interested. Chairperson Stipp stated that there have been recommendations that the Secretary could aid staff in organizing the scoring of applications. Commissioner Hardy accepted the nomination.

Ayes: Schmidt, Stipp, Wilkinson, Hardy, Houghton, and Secord Nays: None. Nomination carries.

Treasurer Schmidt stated that there have been discussions with staff about improving and formalizing the officer election process for next fiscal year.

Fiscal Year 2023 Committee Assignments

Approval of Committee Assignments as Presented: Chairperson Stipp asked for guidance on the approval of Committee Assignments. Mr. Bessler outlined the process. Mr. Bessler stated that the Committee Assignments remain mostly the same, apart from one less Ad Hoc Member on the Grants Committee. Chairperson Stipp asked about the vacancy in the Finance Committee. Mr. Bessler stated that Commissioner Sylvester is currently a holdover Commissioner until a replacement is found, and so he will fill that vacancy until the new Commissioner is added. Chairperson Stipp asked if there was a requirement that that role must be filled by someone in oral health. Mr. Bessler stated that that is what has been historically done but is not a requirement.

Commissioner Houghton motioned to approve the consent agenda. Commissioner Secord seconded the motion. Ayes: Schmidt, Stipp, Wilkinson, Hardy, Houghton, and Secord Nays: None. Motion carries.

Consent Agenda

Commissioner Secord motioned to approve the consent agenda. Treasurer Schmidt seconded the motion. Ayes: Schmidt, Stipp, Wilkinson, Hardy, Houghton, and Secord Nays: None. Motion carries.

Action Items

Approval of Fiscal Year 2022 Grant Extension of Six Months for Children's Home and Aid: Chairperson Stipp stated that Children's Home & Aid is asking for an extension due to a staff vacancy that has since been filled. Mr. Bessler stated that the request came in late, especially considering the large amount still leftover. Mr. Bessler stated that staff have concerns about the tardiness, the large amount leftover, and about the organization's ability to spend the FY22 funding and the FY23 funding. Mr. Bessler also reminded the Commission that this was an organization that the Commission had concerns with certain budget requests and did not fully fund for FY23. Additionally, Mr. Bessler stated that line-item budgets are not currently included in grant agreements, unlike state and federal grant programs. Mr. Bessler stated that staff does recommend approval on this action item but does believe the Commission should keep this in mind for future funding decisions. Chairperson Stipp asked what requirements there are about reporting spending and requests for extensions. Mr. Bessler stated that grantees are required to report twice – a mid-year and final report. Mr. Bessler stated that these problems were alluded to in the mid-year report, but staff believed the issue would have been solved more quickly. Additionally, Mr. Bessler stated that the mid-year report only includes data until October 31st. He stated that state and federal grants generally require quarterly reports, but the Commission only requires two reports to put less burden on organizations. Mr. Bessler also stated that there is nothing currently requiring organizations to let staff know about issues spending funding outside of nominal reporting. He stated that the grant agreements for FY23 do require that requests for extensions are made before the end of the Fiscal Year. Chairperson Stipp stated that she does not believe that the Commission needs to move to quarterly reporting.

Commissioner Secord asked if an extension was given at the last Commission meeting. Mr. Bessler confirmed. Commissioner Secord stated that precedent had been set and that he may have voted against approval if that precedent had not already been set. Treasurer Schmidt stated that she would like to see that the agreement amendment to Children's Home & Aid remind the organization of the reporting due dates. Mr. Bessler stated that if the Commission approves this extension, staff will make an amendment to the grant agreement extending the deadline by six months, with an additional report required thirty days after the deadline. Mr. Bessler stated that staff will make this clear to the organization. He also stated that the extension request from Heartland Head Start was more reasonable, citing their early request, their extenuating circumstances, and their clear plan for spending the money in time.

Commissioner Houghton motioned to approve the Fiscal Year 2022 Grant Extension of Six Months for Children's Home and Aid. Vice-Chairperson Wilkinson seconded the motion. Ayes: Schmidt, Stipp, Wilkinson, Hardy, Houghton, and Secord Nays: None. Motion carries.

Approval of Fiscal Year 2023 Commission Meeting Time of the Fourth Wednesday of the Month at 6:30PM: Chairperson Stipp stated that she may have conflicts come January but suggested keeping the same time until then. Mr. Bessler stated that the Commission may want to revisit this when the vacancy is filled.

Commissioner Secord motioned to approve the Fiscal Year 2023 Commission Meeting Time of the Fourth Wednesday of the Month at 6:30PM. Commissioner Houghton seconded the motion. Ayes: Schmidt, Stipp, Wilkinson, Hardy, Houghton, and Secord Nays: None. Motion carries.

Discussion Items

Fiscal Year 2022 Budget Update: Mr. Bessler stated both the City's and the Commission's fiscal year has ended. The Commission came under budget, in part because of underutilization of Category III and administration line-items. Mr. Bessler did say that the budget could change if additional invoices come in before Friday.

Commission Vacancy Update: Mr. Bessler stated that there have been no applicants for Commissioner Sylvester's vacancy, despite efforts by Commission members. Mr. Bessler stated that staff plans to set up an Executive Committee meeting in June to discuss this issue. Commissioner Houghton asked if outreach had been done. Treasurer Schmidt stated that she reached out to a few people who had declined. Commissioner Houghton suggested additional community members. Chairperson Stipp asked what interested individuals should do to apply for this position. Mr. Bessler stated that they can be directed to himself, and he will discuss the position with them and direct them to the online application.

Category III Grants Update: Ms. Rappold summarized the current draft outline for Category III. Chairperson Stipp stated that she has set up a meeting with the President and Vice President of the NAACP for the end of June to discuss Category III with them. She stated that the FCRC will also be represented there. Chairperson Stipp stated that, initially, she thought of this grant as a jumping-off point for organizations to apply for Category II. She stated that Secretary Hardy had suggested that this grant could be stand-alone, without the implication that then organizations should apply for the larger Category II grant, and Chairperson Stipp said that she agreed with this idea. Treasurer Schmidt suggested that some of the details for Category III should stem from these conversations with the organizations most likely to apply. Secretary Hardy asked if any other organizations besides NAACP had been invited to the June meeting. Chairperson Stipp stated that only NAACP and FCRC were expected to be at the meeting and that the meeting was just planned as a brainstorming session to acquire feedback, but other organizations could be invited. Secretary Hardy stated that she wanted other organizations to have the chance to get the same information as NAACP and FCRC, especially if they will be competing for the same funding. Chairperson Stipp asked if there were funding limits for Category III applications. Ms. Rappold stated that currently, it is $1000-$10,000. Mr. Bessler stated that the current FY23 funding for Category III is $27,500 in aggregate. Chairperson Stipp stated that the people who join the June discussion do not necessarily have to be with organizations that would apply to Category III. She stated that it would still be helpful to just have a discussion with community leaders who may have some insight into this topic. Secretary Hardy suggested inviting the Greek organizations, LINKS, Black Nurses Association, and 100 Black Men. Mr. Bessler offered Chairperson Stipp the use of the Commission's Zoom account for the June meeting.

Discussion of Non-Agenda Items

Mr. Bessler took a moment to thank Ms. Rappold for their work with the City and with the Commission. He stated that this may be her last meeting, depending on internal City discussions.

Adjournment

With no further discussion, Chairperson Stipp asked for a motion to adjourn the meeting. Commissioner Secord motioned to adjourn the meeting. Treasurer Schmidt seconded the motion. Ayes: Schmidt, Stipp, Wilkinson, Hardy, Houghton, and Secord Nays: None. Motion carries.

Meeting adjourned at 7:42PM CST.

John M. Scott Health Care Commission June 2022 Meeting Minutes

Meeting Details: June 22, 2022 via Zoom

Attendance

Commissioners Present: Karen Stipp, Karen Schmidt, Elaine Hardy, Angela Chasensky, Catharine Crockett, Adam Houghton, Judy Neubrander, Feli Sebastian, and Brad Secord.

Commissioners Absent: Kyana Wilkinson and Colton Sylvester.

Staff: William Bessler (Staff Administrator) and Michael Sinnet (Community Enhancement Division Manager)

Call to Order

Presiding Officer Karen Stipp called the meeting to order at 6:35PM and requested a roll call of Commissioners. Staff Administrator Bessler called the roll. Quorum present.

Consent Agenda

Commissioner Crockett motioned to approve the consent agenda as presented. Commissioner Secord seconded the motion. Ayes: Stipp, Schmidt, Hardy, Chasensky, Crockett, Houghton, Neubrander, Sebastian, and Secord. Nays: None. Abstains: None. Motion carries.

Action Items

Approval of Fiscal Year 2023 Grant Agreement Amendment for the West Bloomington Revitalization Project: Staff Administrator Bessler discussed this action item and the next action item as they are related. Mr. Bessler stated he reached out to WBRP because they had un-used funding from FY2022. In that conversation WBRP wanted to discuss changing the scope of work for the FY2023 agreement to expand their geographic outreach from West Bloomington to all of Bloomington with JMS funded activities. Since this would require a grant agreement amendment due to the scope of work change this was brought before the Commission. Commissioners discussed the proposed change to the geographic target area. No concerns were expressed. Treasurer Schmidt stated that due to a conflict of interest, she will abstain from both action items.

Commissioner Secord motioned to approve the Fiscal Year 2023 Grant Agreement Amendment for the West Bloomington Revitalization Project as presented. Commissioner Neubrander seconded the motion. Ayes: Stipp, Hardy, Chasensky, Crockett, Houghton, Neubrander, Sebastian, and Secord. Nays: None. Abstains: Schmidt. Motion carries.

Approval of Fiscal Year 2022 Grant Agreement Amendment for the West Bloomington Revitalization Project: Mr. Bessler stated this action item would provide WBRP an extension of six (6) months past the original agreement end date to spend the remaining FY2022 grant funds. He stated that this is in line with other extensions provided previously. Commissioners discussed the agreement amendment and had no concerns.

Commissioner Secord motioned to approve the Fiscal Year 2022 Grant Agreement Amendment for the West Bloomington Revitalization Project as presented. Commissioner Crockett seconded the motion. Ayes: Stipp, Hardy, Chasensky, Crockett, Houghton, Neubrander, Sebastian, and Secord. Nays: None. Abstains: Schmidt. Motion carries.

Discussion Items

Fiscal Year 2022 Grantee Reporting: Staff Administrator Bessler discussed the FY2022 reporting results that were included in the meeting packet. Overall, most grantees have spent all funds within the prescribed timeframe. Over eight thousand (>8,000) community members were served with John M. Scott Trust grant funds during the fiscal year. Over three hundred thousand (>300,000) units of service were provided to these community members. All grantees with un-spent funds had time remaining on their grant agreement or were provided extensions. Commissioners discussed the incredible amount of work accomplished by the grantees. The Commission also discussed a potential press release to highlight these accomplishments. Mr. Bessler stated that staff was already thinking of a way to market the accomplishments and that a press release would be an effective tool for that purpose.

Fiscal Year 2024 Grant Cycle: Mr. Bessler briefly covered the draft FY2024 grant cycle timeline. The draft timeline is similar to the FY2023 timeline, but FY2024 is moved up to bring the schedule closer to the original intent. Mr. Bessler stated that this would likely be the attempted schedule as it fits well with the City's other grants. Commissioners discussed how the draft timeline would operate compared to the previous cycle. Additionally, Commissioners asked staff to create a tracking tool for Commissioners to add information on potential application scorers. Staff confirmed that this could be built via OneDrive so Commissioners could use the built tracker directly.

Commission Vacancy Update: Staff Administrator Bessler shared that no applications for the Commission vacancy have been submitted. However, several promising leads have come to the Executive Committee. The hope is to have someone approved in the July 2022 Commission meeting. Commissioners discussed potential community members that they have contacted or will contact regarding the vacancy.

Category III Revision Update: Chairperson Stipp provided an update on the progress of the Category III program revision. There is a feedback meeting scheduled with local stakeholders in July. After that meeting staff and the Grants Committee will work to incorporate the feedback into the revised proposal.

Return to In-Person Meetings: Community Enhancement Division Manager Michael Sinnet talked with the Commission about the possibility of returning to in-person meetings. The Commission and Mr. Sinnet engaged in a robust discussion of the benefits and challenges to meeting in person.

Discussion of Non-Agenda Items

None.

Adjournment

With no further discussion, Chairperson Stipp asked for a motion to adjourn the meeting. Commissioner Secord motioned to adjourn the meeting. Treasurer Schmidt seconded the motion. Ayes: Stipp, Schmidt, Hardy, Chasensky, Crockett, Houghton, Neubrander, Sebastian, and Secord. Nays: None. Abstains: None. Motion carries.

Meeting adjourned at 7:35PM.

John M. Scott Health Care Commission July 2022 Meeting Minutes

Meeting Details: July 27, 2022 via Zoom

Attendance

Commissioners Present: Karen Stipp, Karen Schmidt, Elaine Hardy, Catharine Crockett, Judy Neubrander, and Kyana Wilkinson.

Commissioners Absent: Angela Chasensky, Adam Houghton, Feli Sebastian, Brad Secord, and Colton Sylvester.

Staff: William Bessler (Staff Administrator).

Call to Order

Presiding Officer Karen Stipp called the meeting to order at 6:35PM and requested a roll call of Commissioners. Staff Administrator Bessler called the roll. Quorum present.

Consent Agenda

Commissioner Crockett motioned to approve the consent agenda as presented. Commissioner Schmidt seconded the motion. Ayes: Stipp, Wilkinson, Schmidt, Hardy, Crockett, and Neubrander. Nays: None. Abstains: None. Motion carries.

Action Items

Recommendation of Carla Pohl for a Three-Year Commission Term: Chairperson Stipp introduced the action item and opened discussion amongst Commission members. The Commission members were in favor of the recommendation. Mr. Bessler stated that he would contact the City Administration Office to have the recommendation presented to City Council in August.

Commissioner Wilkinson motioned to approve the recommendation of Carla Pohl for a Three-Year Commission Term. Commissioner Crockett seconded the motion. Ayes: Stipp, Wilkinson, Schmidt, Hardy, Crockett, and Neubrander. Nays: None. Abstains: None. Motion carries.

Approval of Fiscal Year 2024 Line-Item Budget: Chairperson Stipp introduced the action item and stated that there were some changes compared to the previous fiscal year. Chairperson Stipp asked Mr. Bessler for a review of the budget presented providing a summary of the changes. Mr. Bessler shared the approach taken for FY2024 and reviewed the line-item changes made for the Stevenson Fellow and Zoom meeting costs. City staff will take over some of the responsibilities normally completed by a fellow.

Commissioners discussed the efforts by the Finance Committee and thanked staff providing a clear direction.

Commissioner Crockett motioned to approve the Fiscal Year 2024 Line-Item Budget as presented. Commissioner Schmidt seconded the motion. Ayes: Stipp, Wilkinson, Schmidt, Hardy, Crockett, and Neubrander. Nays: None. Abstains: None. Motion carries.

Discussion Items

Fiscal Year 2022 Trust Report Preview: Chairperson Stipp introduced the discussion item and asked Staff Administrator Bessler to provide an overview. Mr. Bessler stated that there are no new changes since FY2022 reporting was provided to the Commission earlier in the fiscal year. Mr. Bessler gave a process overview stating the report with appear as an action item in the August meeting.

The Commission also discussed the press release highlighting FY2022 accomplishments and an interview with WJBC on the subject. Mr. Bessler stated that the press release was not picked up by any media outlet besides WJBC. Mr. Bessler stated that staff was thinking of a way to continue market the accomplishments.

Mr. Bessler stated the Commission logo has been placed on the front page of the report which is very helpful.

Commission Crockett informed the Commission of her WGLT Day sponsorship and would be happy to place information promoting John M. Scott. Mr. Bessler will provide language for that sponsorship.

Category III Revision Update: Chairperson Stipp stated a partners meeting was conducted and there was discussion amongst the Commission as to how they felt the meeting went. The Commission members and staff that attended the meeting felt it was very productive meeting that shined light on grant workshop development, logistics verification, and utilization of resources. Mr. Bessler stated that staff will develop a draft request for proposal with the feedback received at the partners meeting and will request a second feedback session.

Discussion of Non-Agenda Items

Chairperson Stipp revisited the subject of Commission meeting structure and requested any changes be tabled until the new fiscal year with a reorganization meeting in May 2023.

Chairperson Stipp indicated beginning in January that she will be unavailable on Wednesdays to conduct the Commission meeting. Therefore, a revised meeting time will need to be discussed.

Adjournment

With no further discussion, Chairperson Stipp asked for a motion to adjourn the meeting. Commissioner Wilkinson motioned to adjourn the meeting. Treasurer Schmidt seconded the motion. Ayes: Stipp, Wilkinson, Schmidt, Hardy, Crockett, and Neubrander. Nays: None. Abstains: None. Motion carries.

Meeting adjourned at 7:02PM.

John M. Scott Health Care Commission August 2022 Meeting Minutes

Meeting Details: August 24, 2022, via Zoom

Attendance

Commissioners Present: Karen Stipp, Kyana Wilkinson, Karen Schmidt, Angela Chasensky, Catharine Crockett, Judy Neubrander, and Brad Secord. The Commission welcomed Carla Pohl. Chairperson Stipp indicated that Carla Pohl's appointment will be presented at the September 12, 2022, City Council meeting.

Commissioners Absent: Elaine Hardy, Adam Houghton, and Feli Sebastian.

Staff: William Bessler (Staff Administrator), and Joni Gerard (Grant Specialist).

Call to Order

Presiding Officer and Commission Chairperson Karen Stipp called the meeting to order at 6:33PM CDT and requested a roll call of Commissioners. Staff Administrator Bessler called the roll. Quorum present.

Consent Agenda

Commissioner Secord motioned to approve the consent agenda as presented. Commissioner Crockett seconded the motion. Ayes: Stipp, Wilkinson, Schmidt, Chasensky, Crockett, Neubrander, and Secord. Nays: None. Abstains: None. Motion carries.

Action Items

Approval of Fiscal Year 2024 Request for Proposal and Press Release: Chairperson Stipp introduced the action item indicating the approval by the Grants Committee. Chairperson Stipp indicated many RFP additions were based on Category III program feedback sessions, with reinforcement and clarification on certain sections. Chairperson Stipp stated the RFP includes the current Federal Poverty Line table, which should help clarify the income requirements. Chairperson Stipp opened discussion amongst Commission members. There was no discussion.

Chairperson Stipp asked Mr. Bessler for a review of the request for proposal and press release. Mr. Bessler stated the RFP is similar to FY2023 versions with additional information and clarity on the income requirements. Background information on the Trust, Commission, and the City of Bloomington's role is included now as well.

Mr. Bessler stated the Category III meetings led to improvements to the FY2024 RFP. Staff Administrator Bessler mentioned the Commission's logo on both items. Mr. Bessler reviewed

the launch timeline noting the press release will be updated with Commissioner names as recommend by Treasurer Schmidt. Neighborly has been contacted with an anticipated application launch date of September 6, 2022. Mr. Bessler noted staff will begin contacting scorers in anticipation of applications.

Commissioner Chasensky motioned to approve the Fiscal Year 2024 Request for Proposal and Press Release as presented. Vice-Chairperson Wilkinson seconded the motion. Ayes: Stipp, Wilkinson, Schmidt, Chasensky, Crockett, Neubrander, and Secord. Nays: None. Abstains: None. Motion carries.

Approval of Fiscal Year 2022 Trust Report: Chairperson Stipp introduced the action item noting the Commission reviewed the draft last month. Chairperson Stipp noted the report is extensive and well done.

Chairperson Stipp opened the meeting for discussion. There was no discussion by the Commission.

Chairperson Stipp asked Mr. Bessler if there was any additional information to provide the Commission. Mr. Bessler stated the report will likely go before the Bloomington City Council at the second meeting in September. Mr. Bessler reviewed the timeline for filing with the court as well.

Commissioner Secord motioned to approve the Fiscal Year 2022 Trust Report as presented. Treasurer Schmidt seconded the motion. Ayes: Stipp, Wilkinson, Schmidt, Chasensky, Crockett, Neubrander, and Secord. Nays: None. Abstains: None. Motion carries.

Discussion Items

Category III Program Revision Update: Chairperson Stipp introduced the discussion item and noted the RFP is being drafted. Chairperson Stipp stated that the stakeholder meetings were helpful. Chairperson Stipp asked Mr. Bessler to provide a timeline overview of the RFP. Mr. Bessler stated the RFP will likely be available at the beginning of the calendar year, with the draft presented to the Grants Committee in September or October. It is worth nothing that updated policy and procedures will need to be approved by City Council. Staff anticipates the RFP to be ready by January, which is close to the City's Community Development Block Grant (CDBG) RFP timeline.

Mr. Bessler and the Commission had a discussion related to CDBG. Mr. Bessler noted that CDBG is the entitlement grant granted to the city by HUD. Chairperson Stipp noted that CDBG funds are a federal grant most communities receive.

Chairperson Stipp confirmed the RFP review timeline. Mr. Bessler indicated staff will work to present the first draft to the Grants Committee with a final vote in November.

Chairperson Stipp reviewed the need of the Commission to meet in the next couple months, asking specifically the need to meet in September.

Mr. Bessler stated that the Commission will need to meet in September but will consider November as a month not needed.

Discussion of Non-Agenda Items

Treasurer Schmidt asked for the introduction of staff. Mr. Bessler introduced Grant Specialist, Joni Gerard. The Commission welcomed Mrs. Gerard and thanked her for the work she has done for the Commission.

Mr. Bessler shared the Community Health Care Clinic will share the John M. Scott Health Care Trust in their Funder Spotlight. Mr. Bessler also thanked Commissioner Crocket for using her WGLT sponsorship day to highlight the Trust.

Commissioner Secord asked why the Finance Committee minutes did not have any dates. Mr. Bessler stated they were in draft form. Commissioner Secord inquired about the funding amount on the press release. Mr. Bessler reviewed the actual amounts and categories which resulted in the noted amount as the headliner.

Adjournment

With no further discussion, Chairperson Stipp asked for a motion to adjourn the meeting. Commissioner Secord motioned to adjourn the meeting. Commissioner Crocket seconded the motion. Ayes: Stipp, Wilkinson, Schmidt, Chasensky, Crockett, Neubrander, and Secord. Nays: None. Abstains: None. Motion carries.

Meeting adjourned at 6:57 PM CDT.

John M. Scott Health Care Commission October 2022 Meeting Minutes

Meeting Details: October 26, 2022, via Zoom

Attendance

Commissioners Present: Karen Stipp, Kyana Wilkinson, Karen Schmidt, Elaine Hardy, Angela Chasensky, Catharine Crockett, Adam Houghton, Judy Neubrander, Carla Pohl, Feli Sebastian, and Brad Secord.

Commissioners Absent: Elaine Hardy.

Staff: William Bessler (Staff Administrator), and Joni Gerard (Grant Specialist)

Special Attendee: Annette Cherry, Normal West High School R.N.

Call to Order

Presiding Officer Karen Stipp called the meeting to order at 6:37PM and requested a roll call of Commissioners. Staff Administrator Bessler called the roll. Quorum present.

Consent Agenda

Commissioner Secord motioned to approve the consent agenda as presented. Commissioner Chasensky seconded the motion. Ayes: Stipp, Wilkinson, Schmidt, Chasensky, Crockett, Houghton, Neubrander, Pohl, Sebastian, and Secord. Nays: None. Abstains: None. Motion carries.

Action Items

Approval of Updated Grants Policies and Procedures: Chairperson Stipp introduced the action item. Commissioner Secord motioned to approve the action item as presented. Commissioner Sebastian seconded the motion. Chairperson asked if there was any discussion on the action item. Mr. Bessler reviewed the changes made to the policies and procedures. There were several changes made to sections of the document involved with Category III funds. Updated definitions for both Emergency and Emergent Need requests were formalized. Outside of changes related to the revised Category III funding objectives, several changes were made to improve the document. This included formalizing language related to program and capital requests for Category II funding, adding capital expenses under allowable costs, updated timelines, and general formatting edits. Mr. Bessler stated that the Commission will review the Request for Proposal (RFP), application, and review form for the revised Category III program in the

December Commission meeting assuming the current schedule holds. Applications recommended and funded would be paid and budgeted in the 2024 fiscal year.

With a motion and second on the floor, Chairperson Stipp asked for a roll call vote if there was no further discussion. A roll call vote was held. Ayes: Stipp, Wilkinson, Schmidt, Chasensky, Crockett, Houghton, Neubrander, Pohl, Sebastian, and Secord. Nays: None. Abstains: None. Motion carries.

Discussion Items

Fiscal Year 2023 Grant Cycle Update: Chairperson Stipp introduced the Discussion Item and noted the increase in applications for the FY2024. Mr. Bessler provided an overview of the applications received noting new organizations that have never applied or skipped last year's funding cycle. Overall, thirty-three applications were received by the submission due date. Twenty-four applications were submitted for Category II-Program funding and nine applications were submitted for Category II-Capital funding. Staff Administrator Bessler briefly outlined the process for evaluating the applications and provided updated information on scoring.

The Commission had a detailed discussion on scoring and shared a variety of best practices when scoring applications. Many commissioners commented on the difficulty of scoring applications that have presented high quality programs that may not align well with the Trust. Commissioner Chasensky stated that a more detailed scoring criteria for the next funding cycle would be helpful for scorers and applicants. Several commissioners stated that viewing the application through the lens of what the Trust was designed to accomplish is helpful when determining what applications to recommend. Chairperson Stipp advised the Commission to read the Trust and related documents before scoring to have that information guide the process. Vice-Chairperson Wilkinson recommended that Ad Hoc Members of the Grants Committee would be a helpful addition to the Commission meeting where recommendation votes are held.

Chairperson Stipp asked if there were any additional questions or comments. There were none.

Discussion of Non-Agenda Items

Chairperson Stipp asked if there were any non-agenda items the Commission would like to discuss. There were none.

Adjournment

With no further discussion, Chairperson Stipp asked for a motion to adjourn the meeting. Commissioner Secord motioned to adjourn the meeting. Commissioner Chasensky seconded the motion. Ayes: Stipp, Wilkinson, Schmidt, Chasensky, Crockett, Houghton, Neubrander, Pohl, Sebastian, and Secord. Nays: None. Abstains: None. Motion carries.

Meeting adjourned at 7:13 PM.

John M. Scott Health Care Commission December 2022 Meeting Minutes

Meeting: December 28, 2022, via Zoom

Attendance

Commissioners Present: Karen Stipp, Karen Schmidt, Elaine Hardy, Angela Chasensky, Catharine Crockett, and Feli Sebastian.

Commissioners Absent: Kyana Wilkinson, Adam Houghton, Judy Neubrander, Carla Pohl, and Brad Secord.

Staff: William Bessler (Staff Administrator), and Michael Sinnet (Community Enhancement Division Manager), and Joni Gerard (Grant Specialist).

Call to Order

Presiding Officer and Commission Chairperson Karen Stipp called the meeting to order at 6:35PM and requested a roll call of Commissioners. Staff Administrator Bessler called the roll. Quorum present.

Consent Agenda

Commissioner Schmidt motioned to approve the consent agenda as presented. Commissioner Crockett seconded the motion. Ayes: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nays: None. Abstains: None. Motion carries.

Action Items

Category III Fiscal Year 2024 Request for Proposal (RFP), Application, Scoring Criteria, and Reporting Form Approval Pending Policy and Procedure Change Approval by the Trustee: Chairperson Stipp introduced the action item noting after many months of discussion and planning, the revised Category III program split between Emergent Needs and Emergency Needs is ready to launch. With this action item, the RFP, application, scoring criteria, and reporting form would be approved for this program. Chairperson Stipp noted the scoring criteria for Category III-Emergent Need applications will serve as a test for potential changes to the Category II-Program and Category II-Capital scoring criteria.

Chairperson Stipp asked the Commission if there were any questions or comments.

Commissioner Chasensky appreciated how the revision operationally defines the scoring and can be used as a baseline for the raw score given. Commissioner Schmidt commented that the revision looked good.

Mr. Bessler stated the Trustee is scheduled to vote on the Grants Policies and Procedure changes approved by the Commission during the October 2022 meeting during their first City Council meeting in January. This would be the final step to launch the revised Category III program.

Mr. Bessler stated the specific launch date of the RFP and application will be determined by staff based on the timing of the City's Community Development Block Grant (CDBG) Program Year 2023 partner grant application launch and changes to the City's website.

Mr. Bessler reviewed the timeline for launching the revised program with the Commission.

Commissioner Hardy expressed hope for new applicants already providing programming in the community.

Chairperson Stipp discussed the minimum and maximum requests amounts. Chairperson asked how the program would be marketed in the Community?

Mr. Bessler reviewed the marketing plan for the program, noting the outreach areas used with Category II. Category III would use a similar approach for marketing. The maximum request amount would be the lower limit for a Category II-Program request.

Chairperson Stipp asked if there were any additional questions. There were none.

Chairperson Stipp asked for a motion to approve. Commissioner Hardy motioned to approve. Commissioner Schmidt seconded the motion. Ayes: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nays: None. Abstains: None. Motion carries.

Approval for Staff to Request the Return of Fiscal Year 2022 Funds from Heartland Head Start: Chairperson Stipp introduced the action item providing background to the action item before the Commission. Chairperson Stipp stated Heartland Head Start had remaining funds at the end of FY2022 of $3,000.00 for dental procedures.

Mr. Bessler provided an update stating Heartland Head Start provided the extension report which confirms the total unspent funds. The report is available for Commission review.

Chairperson Stipp asked if there were any additional questions. There were none.

Chairperson Stipp asked for a motion to approve. Commissioner Sebastian motioned to approve. Commissioner Crockett seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carries.

Approval of a Final Six-Month Fiscal Year 2022 Grant Extension Ending on April 30, 2023, for Children's Home and Aid: Chairperson Stipp introduced the action item noting Children's Home and Aid's FY2022 grant has $13,476.00 of unspent funds and had the agency has not spent any of the $45,000.00 awarded in FY2023. Chairperson Stipp provided a summary of the Grants Committee meeting discussion on 12/13/2022 regarding this organization. The Committee voted to approve a final six-month extension for FY2022 funds. The Committee decided to not

recommend funding for FY2024 given the high amount of unspent grant funds from the two previous fiscal years.

Commissioner Hardy noted that the agency is welcome to apply for grant funding in the future.

Mr. Bessler stated the Grants Committee hoped they would apply in the future. Staff was hoping to have more information to provide from the agency, but communication fell short of the expectation regarding the high level of unspent funds.

There was additional Commission discussion regarding the funds received and funds spent.

Mr. Bessler stated if approved, staff will execute a final grant agreement extension for Children's Home and Aid that will end on April 30, 2023. Additionally, staff would communicate the extension request procedure requirements held within the FY2023 grant agreements.

Commissioner Chasensky inquired as to the reasons why funds were not spent and if the agency has an improvement plan or steps in place for meeting period of performance requirements. Mr. Bessler stated that no improvement plan has been required, but this could be something that the Commission could consider for grants moving forward. The reporting requirements also serve as a checkpoint for grantee performance.

Chairperson Stipp noted the agency faced challenges related to the COVID-19 Pandemic and labor market issues embodied by national trends.

Commissioner Hardy provided insight on the medical staff shortages faced in the health care industry.

Chairperson Stipp asked if there were any additional questions. There were none.

Chairperson Stipp asked for a motion to approve. Commissioner Chasensky motioned to approve. Commissioner Sebastian seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carries.

Fiscal Year 2024 Budget Amendment to Transfer $66,000.00 from the Category II-Capital Line-Item to the Category II-Program Line-Item

Chairperson Stipp introduced the action noting this budget amendment to the FY2024 budget is a requirement to approve the funding recommendations. This will move the needed funds within the Commission's internal budget.

Chairperson Stipp asked if there were any questions. There were none.

Chairperson Stipp asked for a motion to approve. Commissioner Schmidt motioned to approve. Commissioner Chasensky seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carries.

Chairperson Stipp introduced the final action items. The Grants Committee has deemed twenty applications for FY2024 funding as recommended. Chairperson Stipp noted that many applications that are recommended for funding were not funded at the full amount. Thus, highlighting the need in the community. The following recommendations for funding are being presented with the most merit after an extensive review process. Commission discussion included the process of evaluation and determination of funding recommendations by the Grants Committee.

Mr. Bessler stated the process of voting each item. Staff took a moment to thank the Grants Committee on their excellent work and leadership during this process. Mr. Bessler stated each year the community wins with a great investment. Mr. Bessler reviewed what the procedure will be if the following recommendations are approved. Mr. Bessler highlighted the recommendations will go before City Council on the 2nd meeting in January. This will involve a presentation by the Commission Chairperson or other Executive Officer of the Commission. Mr. Bessler then reviewed the steps staff will take once approved by the Trustee.

Chairperson Stipp asked if there were any questions. There were none.

Fiscal Year 2024 Category II-Capital Funding Recommendation for the Community Health Care Clinic (10459) of $19,000.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Schmidt made a motion to approve. Commissioner Hardy seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, and Sebastian. Nay: None. Abstain: None. Present: Crockett. Motion carried

Fiscal Year 2024 Category II-Capital Funding Recommendation for Marcfirst (10485) of $15,000.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Chasensky made a motion to approve. Commissioner Sebastian seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, and Sebastian. Nay: None. Abstain: None. Present: Crockett. Motion carried

Fiscal Year 2024 Category II-Program Funding Recommendation for Marcfirst (10455) of $24,619.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Sebastian made a motion to approve. Commissioner Chasensky seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, and Sebastian. Nay: None. Abstain: None. Present: Crockett. Motion carried

Fiscal Year 2024 Category II-Program Funding Recommendation for the Community Health Care Clinic (10458) of $25,000.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Schmidt made a motion to approve. Commissioner Chasensky seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, and Sebastian. Nay: None. Abstain: None. Present: Crockett. Motion carried

Fiscal Year 2024 Category II-Program Funding Recommendation for the Center for Healthy Lifestyles at OSF St. Joseph Medical Center (10461) of $15,000.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Sebastian made a motion to approve. Commissioner Hardy seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, and Sebastian. Nay: None. Abstain: None. Present: Crockett. Motion carried

Fiscal Year 2024 Category II-Program Funding Recommendation for Faith In Action Bloomington-Normal (10462) of $25,000.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Chasensky made a motion to approve. Commissioner Schmidt seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carried.

Fiscal Year 2024 Category II-Program Funding Recommendation for Milestones Early Learning Center and Preschool (10463) of $28,128.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Chasensky made a motion to approve. Commissioner Schmidt seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carried.

Fiscal Year 2024 Category II-Program Funding Recommendation for the Center for Youth and Family Solutions (10465) of $32,253.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Crockett made a motion to approve. Commissioner Schmidt seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carried.

Fiscal Year 2024 Category II-Program Funding Recommendation for Project Oz (10469) of $42,277.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Schmidt made a motion to approve. Commissioner Crockett seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carried.

Fiscal Year 2024 Category II-Program Funding Recommendation for the Bloomington-Normal YMCA (10476) of $30,000.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Chasensky made a motion to approve. Commissioner Schmidt seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carried.

Fiscal Year 2024 Category II-Program Funding Recommendation for the Promise Council (10478) of $10,000.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Sebastian made a motion to approve. Commissioner Schmidt seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carried.

Fiscal Year 2024 Category II-Program Funding Recommendation for the McLean County Health Department (10482) of $15,000.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Crockett made a motion to approve. Commissioner Schmidt seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carried.

Fiscal Year 2024 Category II-Program Funding Recommendation for INtegRIty Counseling, Inc. (10483) of $20,000.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Chasensky made a motion to approve. Commissioner Hardy seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carried.

Fiscal Year 2024 Category II-Program Funding Recommendation for YWCA McLean County (10488) of $15,932.68

Chairperson Stipp asked for a motion and a second to approve. Commissioner Chasensky made a motion to approve. Commissioner Crockett seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carried.

Fiscal Year 2024 Category II-Program Funding Recommendation for the OSF Healthcare System (10494) of $15,000.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Sebastian made a motion to approve. Commissioner Schmidt seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carried.

Fiscal Year 2024 Category II-Program Funding Recommendation for ABC Counseling and Family Services (10497) of $40,000.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Crockett made a motion to approve. Commissioner Chasensky seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carried.

Fiscal Year 2024 Category II-Program Funding Recommendation for YouthBuild McLean County (10498) of $40,000.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Crockett made a motion to approve. Commissioner Chasensky seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carried.

Fiscal Year 2024 Category II-Program Funding Recommendation for the West Bloomington Revitalization Project (10499) of $30,000.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Crockett made a motion to approve. Commissioner Sebastian seconded the motion. Aye: Stipp, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: Schmidt. Present: None. Motion carried.

Fiscal Year 2024 Category II-Program Funding Recommendation for the Girl Scouts of Central Illinois (10500) of $10,155.00

Chairperson Stipp asked for a motion and a second to approve. Commissioner Chasensky made a motion to approve. Commissioner Schmidt seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carried.

Commissioner Stipp stated that concluded all action items.

Mr. Bessler again thanked the Commission and the Grants Committee for their leadership and decision making through the application approval process.

Commissioner Stipp asked the Commission if there were any additional questions or comments. There were none.

Discussion Items

Fiscal Year 2023 Mid-Term Reports: Chairperson Stipp introduced the discussion item noting mid-term reports were submitted.

Mr. Bessler stated that the reports were due at the end of November. Staff has begun the process of reviewing the reports and will brief the Commission if any issues arise during the review. Mr. Bessler noted he will send out a link for review by the Commission.

Discussion of Non-Agenda Items

Chairperson Stipp asked if there were any non-agenda items the Commission members would like to discuss. Commissioner Stipp requested to confirm the next meeting time. Mr. Bessler stated it would be held on 1/25/23. Chairperson Stipp stated a possible conflict on Wednesday evenings for the remainder of the fiscal year and asked staff for the best approach to address.

Mr. Bessler stated staff could email the Commission offering a couple options they could respond to. Mr. Bessler stated it would be best if there was a motion request staff to reach out and determine a new meeting day and time.

Commissioner Chasensky made a motion to *Request that Staff Contact Commissioners to Determine a New Meeting Time for the John M. Scott Health Care Commission*. Commissioner Schmidt seconded the motion. Aye: Stipp, Schmidt, Hardy, Chasensky, Crockett, and Sebastian. Nay: None. Abstain: None. Present: None. Motion carried.

Adjournment

Commissioner Stipp asked for a motioned to adjourn. Commissioner Chasensky motioned to adjourn the meeting. Commissioner Crockett seconded the motion. Meeting adjourned via voice vote.

The meeting was adjourned at 7:23PM CST.

John M. Scott Health Care Commission January 2023 Meeting Minutes

01/26/2023 via Zoom

Attendance

Commissioners Present: Karen Stipp, Kyana Wilkinson, Karen Schmidt, Catharine Crockett, Adam Houghton, Judy Neubrander, and Brad Secord.

Commissioners Absent: Elaine Hardy, Angela Chasensky, Carla Pohl, and Feli Sebastian.

Staff: William Bessler (Staff Administrator and Community Enhancement Division Grants Coordinator), Michael Sinnet (Community Enhancement Division Manager).

Call to Order

Chairperson Stipp called the meeting to order at 6:33PM CST and asked Staff Administrator Bessler for a roll call. Mr. Bessler called the roll. Quorum present.

Consent Agenda

Chairperson Stipp asked for a motion to approve the consent agenda. Commissioner Secord motioned to approve the consent agenda as presented. Treasurer Schmidt seconded the motion. Chairperson Stipp called for a voice vote. In the opinion of the Presiding Officer, the Ayes had it and the motion passes. Ayes: Stipp, Wilkinson, Schmidt, Crockett, Houghton, Neubrander, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

After the vote was held, Chairperson Stipp and Commissioner Crockett asked Staff if recently emailed training requests from the City of Bloomington's Clerk's Office needed to be completed. Mr. Bessler stated that he does not believe that it needs to be completed by the Commission. The Commission is not subject to the Illinois Open Meetings Act and the power of the Commission is derived from the Trust, not the City of Bloomington Charter. Staff Administrator Bessler noted issues of this nature have arisen in the past. Staff will work internally to resolve the matter.

Action Items

Approval of a Change to the John M. Scott Health Care Commission Meeting Time to the Fourth Thursday of the Month at 6:30PM Through May 2023: Chairperson Stipp asked for a motion and a second on this action item. Commissioner Secord motioned to approve the action item as presented. Commissioner Crockett seconded the motion. Chairperson Stipp opened the floor for discussion. Treasurer Schmidt asked if Commissioner Chasensky had a conflict on every Thursday night during this time period or just this meeting. After a brief discussion, Treasurer

Schmidt inquired about voting options. Mr. Bessler stated that the motion and second currently on the floor could be amended to a later time to allow for additional availability.

Commissioner Secord amended the motion on the floor to *Approve of a Change to the John M. Scott Health Care Commission Meeting Time to the Fourth Thursday of the Month at 7PM Through May 2023*. Treasurer Schmidt seconded the amended motion.

With no further discussion, Chairperson Stipp called for a roll call vote. Ayes: Stipp, Wilkinson, Schmidt, Crockett, Houghton, Neubrander, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

Discussion Items

Fiscal year 2023 Mid-Term Reports Overview: Chairperson Stipp introduced the discussion item and asked Staff Administrator for additional information. Mr. Bessler stated he would cover the aggregate reporting results across all grant categories and detailed results on each category. The reporting period covered the first six (6) months of the Fiscal Year 2023 (FY2023) grant period. At an aggregate level, over fifty percent (50%) of the funds allocated in Fiscal Year 2023 (FY2023) have been spent. Over half-a-million dollars have been spent serving nearly ten thousand (10,000) community members. Mr. Bessler stated that the full-time equivalent question may need to be revised and staff is looking into what changes could be made.

Staff Administrator listed no concerns with either Category I grantee. Both are exceeding or meeting spending targets. Category II-Capital grants were noted as, typically, grants that require extensions due to the nature of the work. Mr. Bessler noted that Project Oz is still searching for funding to complete their project. The Western Avenue Community Center is making progress on their project as well.

Overall, Category II is over fifty percent (50%) of funds spent at the point of the mid-term report. Most grantees were over or close to that threshold. Children's Home and Aid has not spent any FY2023 funding, but that issue has been discussed and addressed. Heartland Head Start has not spent any FY2023 funds as well. Staff provided the Commission an update on issues related to the FY2022 grant provided to that grantee noting that unspent FY2022 funds have not been returned at the time of the meeting. The Commission discussed the issue and potential steps that would need to be taken if unspent funds were not returned in a timely manner and what the FY2023 information indicated about grantee performance. Chairperson Stipp asked if most grantees had financial record keeping that detailed revenue and expenses for different grants or programs through different account numbers. Mr. Bessler stated that most grantees do have a chart of accounts and operate within the parameters of 2 CFR Part 200, which govern Federal funding awards. Chairperson Stipp commended the work of Trust grantees.

Mr. Bessler stated staff will reach out to grantees to remind them of grant extension procedures soon. This should help identify potential extensions needed and provide an opportunity for grantees to work with staff to have those requests made to the Commission.

There was no further discussion on this item.

Category III Request for Proposal Launch Update: Chairperson Stipp stated that the revised Category III program was ready for applications and confirmed with Mr. Bessler that the request for proposal (RFP) was released. Mr. Bessler confirmed this fact. Chairperson Stipp also covered the timelines for Category III applications and funding through the revised program. Staff Administrator Bessler described the process for releasing the RFP and other marketing plans. One change to the timeline provided in the meeting packet was the application due date. Staff decided to extend the due date an additional two days.

Chairperson Stipp inquired when the last time Category III-Emergency funds were used. Mr. Bessler stated the last time that funding was used was for Home Sweet Home Ministries' COVID-19 test needs in Fiscal Year 2022. Commissioners commended the new Category III program.

Non-Agenda Discussion

Staff Administrator Bessler thanked Chairperson Stipp for the presentation she delivered to the Bloomington City Council for the Trustee to formally approve the FY2024 award recommendations. The Commission discussed the various grants provided for FY2024 and the impact they will have.

No additional non-agenda discussion occurred.

Adjournment

Chairperson Stipp asked for a motion and a second to adjourn the meeting. Commissioner Secord motioned to adjourn the meeting. Vice-Chairperson Wilkinson seconded the motion. Chairperson called for a voice vote. In the opinion of the Presiding Officer, the Ayes had it and the motion passed. Ayes: Stipp, Wilkinson, Schmidt, Crockett, Houghton, Neubrander, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

The meeting adjourned at 7:04PM CST.

John M. Scott Health Care Commission February 2023 Meeting Minutes

02/23/2023 via Zoom

Attendance

Commissioners Present: Karen Stipp, Karen Schmidt, Angela Chasensky, Catharine Crockett, Adam Houghton, Judy Neubrander, Carla Pohl, and Feli Sebastian.

Commissioners Absent: Kyana Wilkinson, Elaine Hardy, and Brad Secord.

Staff: William Bessler (Staff Administrator and Community Enhancement Division Grants Coordinator).

Call to Order

Chairperson Stipp called the meeting to order at 7:01PM CST and asked Staff Administrator Bessler for a roll call. Mr. Bessler called the roll. Quorum present.

Consent Agenda

Chairperson Stipp asked for a motion to approve the consent agenda. Commissioner Sebastian motioned to approve the consent agenda as presented. Treasurer Schmidt seconded the motion. Chairperson Stipp called for a voice vote after there was no discussion regarding the consent agenda. In the opinion of the Presiding Officer, the Ayes had it and the motion passes. Ayes: Stipp, Schmidt, Chasensky, Houghton, Neubrander, Pohl, and Sebastian. Noes: None. Abstains: None. Presents: None. Motion passed.

Action Items

Acceptance of ABC Counseling and Family Services/Boys and Girls Club of Bloomington-Normal Fiscal Year 2024 Award Withdrawal: Chairperson Stipp briefly introduced the action item. ABC Counseling and Family Services (ABC Counseling) emailed staff in late January that they could not accept the Fiscal Year 2024 (FY2024) award. Staff and Commissioners had several meetings and other correspondence with both organizations regarding the withdrawal request. Based on information from different communications, it became clear the partnership between the two organizations for this grant would not be functional for FY2024. ABC Counseling formally requested to withdraw from the FY2024 award. Chairperson Stipp opened the floor for discussion. Staff indicated operational issues were the primary cause for the partnership's end. Unethical actions or non-compliance with previous grant were not factors in this partnership's failure. Although there was initial confusion and a lack of information provided by both organizations, needed information was eventually provided.

Commissioner Chasensky asked if funds had been dispersed for this grant. Staff confirmed that no funds for FY2024 have been dispersed. Originally, the plan was for grant agreements to be brought before the Commission for approval in this meeting, but the withdrawal request has pushed back that timeline. Allocated funds should be dispersed on schedule in May 2023.

Mr. Bessler further clarified that both organizations attempted to find a way to make the partnership for FY2024 work, but they were unable to reach a solution. Both organizations intend to finish the Fiscal Year 2023 (FY2023) grant. Staff reminded the Commission that all of the correspondence related to this withdrawal request is included in the meeting packet.

Treasurer Schmidt indicated that she would abstain from voting on the action item due to a conflict of interest. She was disappointed regarding some of the language used when staff was alerted to this withdrawal request. Additionally, Treasurer Schmidt expressed disappointment that the children benefiting from the grant would lose the services provided with the grant. Treasurer Schmidt asked staff is the intention was to finish the FY2023 grant. Staff confirmed both organizations would finish the FY2023 grant.

Commissioner Chasensky thanked staff and members of the Grants Committee for providing additional information that was not included in the correspondence. Commissioner Crockett asked if the operational issues related to privacy were unethical. Chairperson Stipp and Treasurer Schmidt provided information related to the challenges with the building and limitations the building has for activities related to the grant. Commissioner Sebastian expressed that she also believes that the issues described in correspondence were operational in nature.

With no further discussion, Chairperson Stipp asked if there was a motion and a second for the action item. Commissioner Houghton motioned to approve the action item as presented. Commissioner Chasensky seconded the motion. Chairperson Stipp asked staff to conduct a roll call vote. Ayes: Stipp, Chasensky, Crockett, Houghton, Neubrander, Pohl, and Sebastian. Noes: None. Abstains: Schmidt. Presents: None. Motion passed.

Chairperson Stipp stated that the Boys and Girls Club of Bloomington-Normal invited Commissioners to visit the facility. Chairperson Stipp state she would work to arrange the visit.

Discussion Items

Potential Revision to Fiscal Year 2024 Awards: Chairperson Stipp introduced the discussion item noting that with the previous vote there are unallocated funds available for FY2024. Staff has provided four options for the Commission to consider. Option one would be to split the funding evenly among the awarded organizations up to their requested amount. Option two would be to provide some awarded organizations with additional funding. Option three would be to recommend an unfunded applicant from this funding cycle. Option four would be to not award the $40,000.00 to any organization.

Commissioner Neubrander was not in favor of option one or four. Commissioner Chasensky, Crockett, Houghton, Pohl, and Sebastian concurred with Commissioner Neubrander.

Chairperson Stipp was not in favor of option three because the Grants Committee spent significant time reviewing applications and did not feel any application was not funded for financial constraints alone. Chairperson Stipp favored option two. Treasurer Schmidt concurred.

Commissioner Chasensky inquired about applications the Grants Committee was generally favorable towards but had concerns about the language or structure of the application. Chairperson Stipp and Treasurer Schmidt provided insight into how some of the decisions were formulated within the Grants Committee. Commissioner Chasensky favored option two.

Mr. Bessler thanked the Commission for discussing the issue. He stated staff would present options based on option two since that was the option generally favored by most Commissioners. Staff will also reach out to the Trustee's legal team to determine the best course of actions to modify the resolution passed by City Council for the FY2024 awards in January. There was no further discussion on this item.

Project Oz Fiscal Year 2023 Grant Update: Chairperson Stipp provided a quick update on the FY2023 funds provided to Project Oz. Unfortunately, costs have dramatically increased for their project due to inflation and supply chain issues. The grantee is seeking additional funding to cover that cost increase. The grantee also requested a change in use of Trust funds from what was in the application. This request was reviewed by Chairperson Stipp, Vice-Chairperson Wilkinson, and staff. After reviewing the information, all concurred that no amendments to the grant agreement were needed and the change fit within the current agreement scope and intent.

Commissioner Houghton asked if the grantee was seeking additional funding from the Trust. Chairperson Stipp stated their request did not include additional funds from the Trust. There was no further discussion on this item.

Category III Request for Proposal Launch Update: Mr. Bessler provided an update on the number of applications received so far for this program. At the time of the meeting there were at least three applicants. Staff Administrator Bessler stated one of the confirmed applicants has never applied for Trust funds before to his knowledge. There was no further discussion on this item.

Non-Discussion Items

Mr. Bessler apologized for some of the challenges related to staff transitions within the Community Enhancement Division. Nominal operations will resume soon.

No further discussion was held.

Adjournment

Commissioner Chasensky motioned to adjourn the meeting. Commissioner Crockett seconded the motion. Chairperson Stipp called for a voice vote. In the opinion of the Presiding Officer, the

Ayes had it and the motion passes. Ayes: Stipp, Schmidt, Chasensky, Crockett, Houghton, Neubrander, Pohl, and Sebastian. Noes: None. Abstains: None. Presents: None. Motion passed.

John M. Scott Health Care Commission March 2023 Meeting Minutes

03/23/2023 via Zoom

Attendance

Commissioners Present: Karen Stipp, Kyana Wilkinson, Karen Schmidt, Elaine Hardy, Catharine Crockett, Judy Neubrander, Carla Pohl, and Brad Secord.

Commissioners Absent: Angela Chasensky, Adam Houghton, and Feli Sebastian.

Staff Present: William Bessler (Staff Administrator and Community Enhancement Division Grants Coordinator) and Michael Sinnet (Community Enhancement Division Manager).

Call to Order

Chairperson Stipp called the meeting to order at 7:01PM CDT and asked Staff Administrator Bessler for a roll call. Mr. Bessler called the roll. Quorum present.

Consent Agenda

Chairperson Stipp asked for a motion to approve the consent agenda. Treasurer Schmidt motioned to approve the consent agenda as presented. Commissioner Crockett seconded the motion. Chairperson Stipp called for a voice vote after there was no discussion regarding the consent agenda. In the opinion of the Presiding Officer, the Ayes had it and the motion passes. Ayes: Stipp, Wilkinson, Schmidt, Hardy, Crockett, Neubrander, Pohl, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

Action Items

Approval of Fiscal Year 2024 Unencumbered Funding Option Two: Chairperson Stipp introduced the action item and reviewed the process that led to this action item. The Commission in previous meetings indicated support for providing additional funds to organizations already awarded in FY2024. The Grants Committee further debated two options developed by staff. Option One would fund FY2024 grantees with high performance in previous grant periods. Option Two would fund grantees that are providing mental health or other services to children in an attempt to reach the same target population as the withdrawing grantee. The Grants Committee voted to approve Option Two.

Mr. Bessler did inform the Commission that late edit was made to the action item language. The word two was added to provide further clarification on what option the Grants Committee approved. Staff Administrator Bessler updated the Commission on the timeline for FY2024 grant

awards being disbursed. He also informed the Commission that staff would need to have the Trustee approve an amended resolution authorizing the grants for FY2024.

Commissioner Secord motioned to approve the action item as amended by staff prior to the meeting. Treasurer Schmidt seconded the motion. Ayes: Stipp, Wilkinson, Schmidt, Hardy, Crockett, Neubrander, Pohl, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

Approval of Draft Fiscal Year 2024 Grant Agreement Language: Chairperson Stipp introduced the action item and pointed out some of the improvements made to the grant agreement language. Chairperson Stipp then asked staff to review the draft grant agreement template and scope of work language for each grantee.

Staff Administrator stated scope of work language was tightened to better help ensure expenses are in alignment with Trust objectives. These changes will not include a line-item budget, but it will help grantees with spending Trust funds. Additionally, smaller formatting changes were made to the template grant agreement. Mr. Bessler also covered the special condition clause for grantees receiving additional funds due to the unencumbered funds available.

Commissioner Secord motioned to approve the action item as presented. Vice-Chairperson Wilkinson seconded the motion. Ayes: Stipp, Wilkinson, Schmidt, Hardy, Crockett, Neubrander, Pohl, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

Approval of Fiscal Year 2023 Project Oz Grant Agreement Extension: Chairperson Stipp introduced the action item and provided a background on why the extension was requested. Commissioner Secord asked to have the motion language clarified. Mr. Bessler stated that the motion would read as presented on the agenda because the extension time is a mandated six-months by the grant agreement.

Commissioner Secord motioned to approve the action item as presented. Treasurer Schmidt seconded the motion. Ayes: Stipp, Wilkinson, Schmidt, Hardy, Crockett, Neubrander, Pohl, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

Discussion Items

Category III-Emergent Need Applications and Timeline: Chairperson Stipp introduced the discussion item and outlined the steps the Grants Committee will take to review the applications. Mr. Bessler clarified that the FY2024 budget was mentioned as $50,000.00 during the last Grants Committee meeting. However, this was an error and the Category III budget for FY2024 is $25,000.00. The request from Category III-Emergent Need applications was $60,000.00. Mr. Bessler also briefly provided information on the scoring results and the breakdown of Category III funds between Emergent and Emergency Needs. Vice-Chairperson Wilkinson discussed the importance of the revised Category III program and stated she was looking forward to future discussions. There was no further discussion on the matter.

End of Fiscal Year 2023 and Beginning of Fiscal Year 2024 Timeline: Chairperson Stipp reviewed upcoming meetings. Staff Administrator Bessler reminded the Commission that no

committee meetings would be held from April 30th through the Commission re-organization meeting in May. Mr. Bessler also asked Commissioners that would desire a shift in committee assignment or have an interest in an executive officer position to reach out to staff with the request. Treasurer Schmidt asked if there was a need to recruit additional members to fill any vacancies. Staff reported that all Commissioners with expiring terms are pursuing an additional term. There will be one vacancy on the Finance Committee due to Ad Hoc Member Fraker stepping down at the end of the fiscal year. Chairperson Stipp asked Commissioner Pohl to describe her work in the oral health care field. Commissioner Pohl detailed her background in that area. Some Commissioners expressed they were not receiving emails from staff. Mr. Bessler stated he would investigate the technical issue and work to find a solution.

Boys and Girls Club of Bloomington-Normal Site Visit Update: Chairperson Stipp and Commissioner Crockett described the site visit noting that spaces for private counseling were recently added. Treasurer Schmidt mentioned that revised counseling services from another provider would likely begin soon for the organization.

Non-Agenda Discussion Items

Chairperson Stipp provided a quick update on the Chestnut Health Systems Fiscal Year 2022 extension request was provided. The Grants Committee and Commission will review the request in future meetings.

Mr. Bessler stated that the Grant Specialist position was filled, and the new staff member would start in early April. Mr. Bessler noted that they will not likely be as involved with the Commission due to other needs within the Community Enhancement Division.

Adjournment

Commissioner Secord motioned to adjourn the meeting. Commissioner Crockett seconded the motion. Chairperson Stipp called for a voice vote after there was no discussion regarding the consent agenda. In the opinion of the Presiding Officer, the Ayes had it and the motion passes. Ayes: Stipp, Wilkinson, Schmidt, Hardy, Crockett, Neubrander, Pohl, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

The meeting adjourned at 7:30PM CDT.

John M. Scott Health Care Commission April 2023 Meeting Minutes

04/27/2023 via Zoom

Attendance
Commissioners Present: Karen Stipp, Karen Schmidt, Angela Chasensky, Catharine Crockett, Adam Houghton, Judy Neubrander, Carla Pohl, and Brad Secord.

Commissioners Absent: Kyana Wilkinson, Elaine Hardy, and Feli Sebastian.

Staff Present: William Bessler (Staff Administrator and Community Enhancement Division Grants Coordinator) and Michael Sinnet (Community Enhancement Division Manager).

Call to Order
Chairperson Stipp called the meeting to order at 7:03PM CDT and asked Staff Administrator Bessler for a roll call. Mr. Bessler called the roll. Quorum present.

Consent Agenda
Chairperson Stipp introduced the consent agenda and noted that the April 2023 staff invoice is to not exceed $2,500.00 due to the fiscal year ending before staff can finalize their time tracking. Staff will work to execute the invoice once their time tracking for the month can be finalized. Chairperson Stipp asked for a motion to approve the consent agenda. Commissioner Secord motioned to approve the consent agenda as presented. Treasurer Schmidt seconded the motion. Chairperson Stipp called for a voice vote after there was no discussion regarding the consent agenda. In the opinion of the Presiding Officer, the Ayes had it and the motion passed. Ayes: Stipp, Schmidt, Crockett, Houghton, Neubrander, Pohl, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

Action Items
Recommendation of Karen Stipp, Angela Chasensky, Judy Neubrander, and Feli Sebastian for a Second Three-Year Term: Chairperson Stipp asked Treasurer Schmidt to be the acting presiding officer for this action item. Treasurer Schmidt introduced the action item. She stated the terms are currently evenly split.

Treasurer Schmidt asked for a motion and a second to approve the action item. Commissioner Secord motioned to approve the action item as presented. Commissioner Crockett seconded the motion. Treasurer Schmidt called for a roll call vote. Ayes: Stipp, Schmidt, Chasensky, Crockett, Houghton, Neubrander, Pohl, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

Approval of the Fiscal Year 2024 Withdrawal Amount of $704,824.56 from the VITSX (Stocks) Fund: Chairperson Stipp re-assumed the role as Presiding Officer and asked a member of the Finance Committee to discuss this action item. Treasurer Schmidt asked Commissioner Secord

to discuss the item. Commissioner Secord believes withdrawing budget funds from equities makes the most sense. He discussed the overall performance of stocks and bonds in the market, noting that stocks have performed better than bonds. Therefore, withdrawing from bond accounts would be the less advantageous option. Mr. Bessler outlined the process for withdrawing the funds and how FY2024 grant invoices will be paid.

Chairperson Stipp asked for a motion and a second to approve the action item. Commissioner Secord motioned to approve the action item as presented. Treasurer Schmidt seconded the motion. Chairperson Stipp called for a roll call vote. Ayes: Stipp, Schmidt, Chasensky, Crockett, Houghton, Neubrander, Pohl, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

Approval of Fiscal Year 2023 Children's Home and Aid Category II-Program Grant Extension of Six Months: Chairperson Stipp introduced the action item noting the Grants Committee is recommending the extension be granted. Information regarding the extension was included in the meeting packet. Commissioner Secord asked for clarification on the motions needed. Chairperson Stipp stated the Grants Committee recommended the extension, so both a motion and a second would be needed.

Chairperson Stipp asked for a motion and a second to approve the action item. Commissioner Secord motioned to approve the action item as presented. Commissioner Chasensky seconded the motion. Chairperson Stipp called for a roll call vote. Ayes: Stipp, Schmidt, Chasensky, Crockett, Houghton, Neubrander, Pohl, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

Approval of Fiscal Year 2022 Chestnut Health Systems Category II-Capital Grant Extension Until December 31, 2023: Chairperson Stipp introduced the action item and stated the Grants Committee reviewed this request during their last two meetings. She then asked staff to provide more information on action item. Mr. Bessler stated the FY2022 grant agreement had a special condition to have the dental clinic open by the end of FY2023. The grantee notified staff recently that the deadline would not be made. The grantee decided to rehabilitate a different facility to house the dental clinic. The Grants Committee asked staff to gather additional information in the last two meetings. Staff worked with the grantee to obtain more detailed timeline information on the rehabilitation process. This information was shared with the Commission. Typically, grant extensions are in six-month increments, but there is precedent for longer extensions. FY2023 and later grant agreements specify extensions in six-month increments and outline the process for extensions. This grant was in FY2022, so that language does not exist within the grant agreement.

Commissioner Pohl asked staff for clarification on the location of the facility. Staff confirmed the facility is adjacent to the originally planned building.

Chairperson Stipp asked for a motion and a second to approve the action item. Commissioner Houghton motioned to approve the action item as presented. Commissioner Crockett seconded the motion. Chairperson Stipp called for a roll call vote. Ayes: Stipp, Schmidt, Crockett,

Houghton, Neubrander, Pohl, and Secord. Noes: None. Abstains: Chasensky. Presents: None. Motion passed.

Approval of Fiscal Year 2024 Category II Grant Application Feedback Reports: Chairperson Stipp introduced the action item. The feedback reports are similar to what was delivered last year. Applicants have found the reports helpful. Mr. Bessler stated that grant application feedback is not common with other funders, but this sets the Trust apart from different funding opportunities. Commissioner Secord asked why this action item required a vote. Mr. Bessler stated that historically this is reviewed to ensure the Commission could add or subtract language as desired.

Chairperson Stipp asked for a motion and a second to approve the action item. Commissioner Secord motioned to approve the action item as presented. Commissioner Pohl seconded the motion. Chairperson Stipp called for a roll call vote. Ayes: Stipp, Schmidt, Chasensky, Crockett, Houghton, Neubrander, Pohl, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

Approval of Category III-Emergent Need Applications for Fiscal Year 2024 of $10,000.00 for the One Hope Project and $5,000.00 for Cruisin Outta Poverty: Chairperson Stipp introduced the action item. This category was revised to help smaller organizations apply for funds and to allow the Trust to fund smaller or more innovative programs. A particular focus was made to reach out to BIPOC led organizations. A total of six applications were received. Five of the applications were from organizations that have applied in the past. Some of the applications were very well written, but they did not meet the intent of the Category III-Emergent Need program. Chairperson Stipp outlined the programs for each recommended applicant. If approved, there will be $10,000.00 left in the FY2024 Category III budget for emergencies.

Chairperson Stipp asked for a motion and a second to approve the action item. Commissioner Secord motioned to approve the action item as presented. Commissioner Chasensky seconded the motion. Chairperson Stipp called for a roll call vote. Ayes: Stipp, Schmidt, Chasensky, Crockett, Houghton, Neubrander, Pohl, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

Discussion Items

Fiscal Year 2024 Executive Officer Positions: Chairperson Stipp reminded Commissioners that with a new fiscal year, executive officer positions will be up for nomination. If anyone is interested, they may contact staff or someone on the Executive Committee. Chairperson asked staff to confirm the schedule for this re-organization. Mr. Bessler stated these positions will be voted on during the May Commission meeting on May 25, 2023. Included in the meeting packet is a memo with duties for each executive officer position.

Non-Agenda Discussion Items

No non-agenda discussion items.

Adjournment

Chairperson Stipp asked for a motion to adjourn with no further action items or discussion. Commissioner Secord motioned to adjourn the meeting. Commissioner Chasensky seconded the motion. Chairperson Stipp called for a voice vote after there was no discussion regarding the consent agenda. In the opinion of the Presiding Officer, the Ayes had it and the motion passed. Ayes: Stipp, Schmidt, Chasensky, Crockett, Houghton, Neubrander, Pohl, and Secord. Noes: None. Abstains: None. Presents: None. Motion passed.

Appendix H: Fiscal Year 2023 John M. Scott Health Care Commission Commissioner Information

John M. Scott Health Care Commission Members Fiscal Year 2023 (May 1, 2022-April 30, 2023)						
Commission Member	**Employment**	**Area of Expertise**	**Committee**	**Current Term End Date**	**Professional Affiliations/Recognition**	**Community Involvement**
Commission Chairperson Karen Stipp, Ph.D.	Illinois State University School of Social Work	Social Determinants of Health, Health Care Access, Behavioral Health	Executive Committee, Chair Grants Committee Finance Committee	04/30/2023	National Association of Social Workers, Illinois Association of School Social Workers, ISU School of Social Work MSW Program Director	McLean County Community Health Advisory Council, Children's Home & Aid Home Visiting Community Advisory Board
Commission Vice-Chairperson Kyana Wilkinson	OSF Healthcare	Geriatric Health, Nursing Management and Leadership	Grants Committee, Chair Executive Committee	04/30/2024	Former Preceptor for Illinois State University's Mennonite School of Nursing, Ethics and Advance Directive Committee Member at Advocate Bromenn Hospital 2018-2020	Black Nurses Association of Central Illinois, Member 2017-Present, Mid-Central Community Action (MCCA) Board Member
Commission Treasurer Karen Schmidt, Ph.D.	Retired IWU Faculty-Professor Emerita, Adjunct Faculty Member-Action Research Center	Community Development, Underserved Populations, Research and Grant Management, Youth Advocacy and Mentoring, Municipal Budgeting and Finance	Finance Committee, Chair Executive Committee Grants Committee	04/30/2024	American Library Association, YWCA Women of Distinction (2002), Multicultural Leadership Program Committee Service Award (2015), MLK Jr. Award, City of Bloomington (2020)	Bloomington City Council 1999-2019, Mayor Pro-Tem 2010-2019, West Bloomington Revitalization Project Board of Directors, Boys and Girls Club Community Advisory Council, United Way COVID Task Force and Housing Coalition Member, BN Welcoming (Immigrant Support Network)

Commission Secretary Elaine Hardy	University of Illinois at Chicago-Peoria Campus	Community Engagement, Grant Writing, and Research	Executive Committee Grants Committee	04/30/2025	American Nurses Association-IL, Black Nurses Association of Central Illinois, National Association of Hispanic Nurses-Chicago Chapter, CI Friends Board Member, 2020 Julie and Mark Zerwic Diversity Award	Stop the Violence Project; Community Health Needs Assessment
Angela Chasensky	Chestnut Health Systems	Community Coalitions/Team Building, Addiction and Behavioral Health	Finance Committee	04/30/2023	ROSC Project Coordinator, SMART Recovery Support Group Facilitator, Women's Justice League Task Force, LPC (licensed Professional Counselor) in training – August 22 completion, ACA – American Counseling Association, YWCA "Woman of Distinction" 2021 nominee, 2021 Philanthropic Educational Organization Scholarship Recipient	McLean County Recovery Court Advisory Board, Women's Justice League, Central Illinois Community Educators, McLean County Child Abuse Prevention Coalition, Carle LGBTQIA+ Community Advisory Board, Reentry Council, Human Service Council, Comprehensive Assessment Team, THRIVE board member – equitable housing
Dr. Catharine Crockett	VisionPoint Eye Center-Ophthalmologist/MD	Healthcare	Finance Committee	04/30/2025	American Academy of Ophthalmology, American Medical Association, American Society of Cataract and Refractive Surgery,	League of Women Voters, Friends of the Constitution Trail

					Current Medical Director of the Eversight Eye Bank	
Dr. Adam Houghton	Bloomington Primary Care	Family Medicine	Finance Committee	04/30/2024	Board Certified in Family Medicine (ABFM), Fellow of the American Academy of Family Physicians (FAAFP), Southern Illinois University School of Medicine Clinical Assistant Professor	Former Medical Director of the CI Pride Health Center, Carle BroMenn Ethics Committee, Carle BroMenn LGBTQ+ Community Advisory Council, Medical Director for Central Illinois Friends
Dr. Judy Neubrander	Illinois State University Mennonite College of Nursing	Hospice & Palliative Care and Grants Management	Grants Committee	04/30/2023	Illinois Association College of Nursing, Midwest Nursing Research Society, American Nurses Association Illinois	Community Health Care Clinic Board Member, Chestnut Health Systems Board Member, Illinois Association of Colleges of Nursing President
Carla Pohl	Illinois State University	Nursing and Oral Health Care	Finance Committee	04/30/2025	American Public Health Association Member, Illinois Public Health Association Member National Association of School Nursing Member	McLean County Board of Health, January 2020-Present McLean County Behavioral Health Funding Committee May 2019-Present
Dr. Feli Sebastian	Self-Employed	Psychology and Counseling	Grants Committee	04/30/2023	American Psychological Association and Professional Women of McLean County	YWCA Board Member and Founder of Labyrinth Outreach Services to Women Volunteer, Advisory Board Member with For a Better Tomorrow
Brad Secord	Wells Fargo Advisors	Investment	Finance Committee	04/30/2024	Wells Fargo Premier Advisor, Best in State Advisor (2022) Forbes	Second Presbyterian Church Elder (non-ruling), Past Member of Second Presbyterian Church

						Foundation Board and Ruling Elder of Finance Committee, former OSF Foundation board member, Former Beyond Books Educational Foundation Board Member

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

ARTICLE 1: NAME

The name of the organization shall be the John M. Scott Health Care Commission (the "Commission"). The Commission is established under Article V of the John M. Scott Health Care Trust (the "Trust"), as amended.

ARTICLE II: PURPOSE

Section 1: Purpose & Objective.

According to the Trust, as amended (Article 3.1), the objective of the Commission is to advise the Trustee of the John M. Scott Health Care Trust in carrying out the purpose and intent of the Trust to provide grants to financially support organizations and initiatives that prevent illness and promote health and well-being of McLean County residents who have limited access to healthcare or the inability to pay for needed healthcare services.

Section 2: Non-Discrimination.

According to the Trust, as amended (Article 3.2), all grants and activities shall be made and conducted with equality and in a manner that is free from discrimination based on age, race, color, creed, ethnicity, religion, national origin, citizenship, marital status, sex, sexual orientation, gender identity or expression, physical or mental disability, veteran or military status, unfavorable discharge from the military service, criminal record, or any other basis prohibited by federal, state, or local law.

Section 3: Recommendations.

According to the Trust, as amended (Article 5.4), the Commission shall make recommendations on the following to the Trustee:

A. Bylaws, appointments, annual budget, investment and program policies;

B. Identification of unmet community needs based on review of existing community assessments;

C. Allocation of funds to organizations and community initiatives, such as collaboration among organizations, to address unmet needs; and,

D. Any other such matters as directed by the Trustee from time to time consistent with the intent of the Trust.

Section 4: Methods of Accomplishing the Objective and Purpose.

The Commission shall conduct business based on the principle that unmet healthcare needs exist among the economically disadvantaged residents of McLean County, Illinois. The Commission shall actively participate in selecting and recommending to the Trustee those goals and funding initiatives consistent with the intent of the Trust and as set forth in the Declaration of Trust, as may be amended. In the spirit of a working partnership, the Commission shall specifically work to:

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A. Assess the status of the health care of the economically disadvantaged residents of McLean County.

B. Support organizations and initiatives that are consistent with the intent of the Trust.

C. Address needs that are underfunded or unfunded by other private and public resources, to accomplish the purpose of the Trust.

D. Support community initiatives that encourage collaboration among organizations to improve access, quality and cost-effectiveness of services to the economically disadvantaged.

ARTICLE III: DUTIES AND RELATIONSHIPS

Section 1: Membership

The following provisions shall govern the membership of the Commission.

A. According to the Amended Trust, Article 5.2, the Commission shall be comprised of (11) eleven members who are residents of McLean County or individuals employed in said county who are committed to the mission of the Trust, provide the diversity necessary to address the various needs of the local population, and have professional skills to accomplish the objective and purposes of the Trust. At least five health care professionals from multiple disciplines shall be appointed as well as experts in finance, grant administration, and the healthcare of the underserved population. Two of the health care disciplines shall include primary care and mental health. In accordance with the original Last Will & Testament of John M. Scott, one member also shall be appointed to represent Second Presbyterian Church of Bloomington, following recommendation by the Elders of said church.

B. All Commissioners serve at the pleasure of the Trustee. If necessary, after a term expires, a Commissioner may continue to serve as a voting member of the Commission until new appointments are made by the Trustee as a 'holdover officer' in consistency with the Trustee's policy for other boards and commissions.

C. The Commission may appoint from time to time ad hoc members, as deemed necessary for its purposes, such as to enhance skills required for the work of committees. Ad hoc members have no voting rights.

Section 2: Appointments

A. The Commission shall consist of eleven (11) members as designated in Article III, Section 1.A. All Commission member terms, except for those designated by the Declaration of Trust to serve, shall be for three (3) years. A Commissioner may serve more than one term but no more than three consecutive terms, unless such expertise is unavailable from others at the time, as determined by the Trustee and required to meet the objectives and purposes of the trust. Any individual office holder shall also be permitted to serve more than three consecutive terms.

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B. Any person appointed to fill a vacancy prior to the expiration of the term from a predecessor with the necessary skill set, will be eligible to serve for the remainder of such term and then serve for additional consecutive terms, as designated above.

Section 3: Voting and Conflicts of Interest

A. Each member shall have one vote.

B. Whenever a Commissioner has a financial or personal interest in any matter coming before the body, the member shall a) fully disclose the nature of the interest and b) withdraw from discussion and voting on the matter. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval. A financial interest or affiliation may include, but isn't necessarily limited to, being an employee of an application organization, a volunteer board member of an applicant organization, having an immediate family member that is an employee of an applicant organization, being a donor to an applicant organization, and/or engaging in business transactions with an applicant organization.

Section 4: Removal

Each of the appointed Commission members may be removed by the Trustee for cause on recommendation of the Commission to the Trustee or at the request of the Trustee. The Commission will immediately recommend a replacement based on needed expertise and criteria for membership.

Section 5: Resignation

Any Commission member may resign by giving written notice to the Trustee and to the Commission chairperson. Such resignation shall take effect at the time specified in the written notice.

Section 6: Relationships

A. Trustee: According to the Trust, as amended (Article 5.1), the Bloomington City Council acting in its role as Trustee of the Trust shall appoint by resolution the members of the Commission. The relationship of the Commission to the Trustee will be that of a trusted advisor. The Trustee will retain and exercise final decision making and fiduciary responsibility for administration of the Trust, including Commission membership, policy direction, funding or grant priorities, budgeting and appropriations.

To this end, as advisors, the Commission shall actively search for methods to improve the health care for the underserved, participate in selection of meaningful organizations and initiatives to fund; and recommend to the Trustee to either continue, alter, add, delete funding of current/new organizations and initiatives based on regular evaluation of outcomes and consistent with the intent of the Trust.

B. Staff Administrator: A Staff Administrator shall be appointed by the Trustee to act as the primary administrative resource to the Commission. The Staff Administrator shall:

1. Be a City employee.

2. Be directly responsible for maintaining all administrative and records and files, all

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financial documents and fiscal management in and for the name of the Trust, the Trustee and the Commission.

3. Be responsible for custody of the annual Court Reports and all formal Trust documents.

4. Be responsible for making the annual Trust Report to the Court, after first presenting said Report to the Commission for review, with final approval by the Trustee

5. Support planning and record keeping related to full Commission meetings.

6. Support the Grants Committee by administrating all grants management process and serving as administrator for related software.

7. Support the Finance Committee to develop a budget based on the City's accounting codes and on the minimum and maximum spending range permitted by the tools used to track investment performance. They will assist the Commission in preparing for and completing an independent, regular audit of financial affairs.

Support the Executive (Nominating) Committee related to the appointment of Commissioners by the Trustee to the Commission.

9. Report at least annually to the Trustee. This can be accomplished via submission of the annual Court Report.

10. The Staff Administrator shall be a non-voting member of the Commission and considered to be a representative of the Trustee when so directed.

ARTICLE IV: OFFICERS

Section 1: Officers.

The officers of the Commission shall be Chairperson, Vice-Chairperson, Secretary, and Treasurer.

Section 2: Election of Officers.

Nomination and election of officers shall be made from the floor at any meeting prior to the beginning of the fiscal year. Candidates for each office receiving a simple majority of the membership present (a quorum being necessary), at the specified meeting shall be declared elected and shall serve for one year, or until their successors are elected. No officer shall serve more than three consecutive terms in the same office unless otherwise permitted by vote a majority of the members. Vacancies in offices shall be filled immediately by the election procedure specified above.

Section 3: Duties of the Officers

A. Chairperson: The Chairperson shall preside at all meetings of membership and appoint committee membership with the approval of said membership. The Chairperson shall chair the Executive Committee.

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B. Vice-Chairperson: The Vice-Chairperson shall perform the duties of the Chairperson in the event of their absence, resignation or inability to perform their duties. The Vice-Chair shall chair the Grants Committee.

C. Secretary: The secretary shall collaborate with the Staff Administrator in recording of minutes at all regular meetings in the absence of the Staff Administrator. The secretary shall also collaborate with the Staff Administrator to ensure that all communications to the public, including through the website, are current and valid.

D. Treasurer: The treasurer shall provide oversight with the Staff Administrator in all aspects of Trust finances and shall serve as chairperson of the Finance Committee.

ARTICLE V: COMMITTEES

Section 1: Committees.

The Commission shall consist of these standing committees.

A. Executive Committee

B. Finance Committee

C. Grant Committee

Ad Hoc Committees may be created to perform certain specific functions on a temporary basis. These temporary committees will be disbanded when their specific functions have been served.

Section 2: Committee Structure and Duties.

With the exception of the Executive Committee, the number of committee members on each committee shall be subject to Committee needs and concomitant Commissioner expertise.

A. Executive Committee. The Executive Committee shall be chaired by the Commission Chairperson and be comprised of the four officers. The Staff Administrator will provide support to the Executive Committee as needed. The Executive Committee shall serve as a Nominating Committee for new Commissioners, submitting recommendations to the Commission based on criteria established in the Bylaws. The Executive Committee shall annually provide input on the Staff Administrator's performance to the Staff Administrator's direct supervisor. Additionally, the Executive Committee shall provide input on other issues that may arise to the Trustee.

B. Finance Committee. Finance Committee shall be chaired by the Treasurer and shall be responsible for the following: collaboration with the Staff Administrator on preparation of the annual budget; collaboration with Staff Administrator on the regular independent audit; review of ongoing financial policies and reports; recommendations and reporting to the Commission on the following: investment policies, performance of any outside investment manager, performance foals for the portfolio, and investment developments prior to the budgeting process.

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C. Grant Committee. The Grant Committee shall be responsible for recommendations to the Commission on the following: funding policies, community needs, and allocation of grant funds.

ARTICLE VI: MEETINGS

Section 1: Regular Meetings

Regular meetings will be held at least quarterly, complemented by regular and special committee meetings. The Staff Administrator and Chairperson shall prepare the agenda for Commission meetings. Commission members shall submit agenda items to the Chairperson one week prior to the scheduled meeting. The Staff Administrator shall provide all members with the written agenda, or notice of cancellation for these meetings not less than three (3) calendar days in advance of the meetings.

The presiding officer for Commission meetings shall be the Commission Chairperson. If the Commission Chairperson cannot attend the meeting or serve as the presiding officer, the most senior Officer of the Commission present at the meeting shall become the presiding officer for the meeting. The seniority of Commission officers is as follows: Chairperson, Vice-Chairperson, Secretary, and Treasurer. If no Commission Officers are available, the Staff Administrator shall serve as the presiding officer of the meeting. This procedure shall be in effect for all Committee meetings as well.

Section 2: Special Meetings

Special meetings may be called by the Chairperson. The Staff Administrator shall notify all members in the manner directed by the Chairperson in advance of such special meetings. The notice shall specify the purpose of such meeting and no other business may be considered except by unanimous consent of the Commission members.

Section 3: Quorum

A simple majority of current members shall constitute a quorum. A quorum will be necessary to transact official business; however, informal discussion can take place when a quorum is not present. A simple majority vote of the voting members present shall be required to pass motions before the membership.

Section 4: Attendance at Meetings

The Commission can recommend, the Trustee, removal of a member from the Commission when they 1) do not attend the majority of regular Commission of committee meetings during one term year, or 2) are absent without excuse from three (3) consecutive Commission meetings. The Commission can recommend a replacement to continue the former Commissioner's term. The Trustee shall have final approval per Article III, Section 2.

Excused absences shall be defined as absences due to: (1) illness, health condition or medical appointment for the Commissioner or person for whom the Commissioner is legally responsible; (2) family emergency including, but not limited to, a death or illness in the family; (3) religious or cultural purpose including observance of a religious or cultural holiday; (4) planned travel when the Chairperson or Staff Administrator is notified in advance of the absence.

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Section 5: Committee Meetings

Committees shall meet regularly as determined by the Commit tee's Chairperson in collaboration with committee members. The schedule of regular meetings shall be set early in the fiscal year to ensure accomplishment of all committee responsibilities. Minutes of all meetings shall be recorded, and upon approval, filed by the Staff Administrator. Commissioners may also attend Committee meetings other than those to which assigned.

Section 6: Transparency of meetings

The Illinois Open Meetings Act shall not apply to the meetings of the Commission unless otherwise required by law. Notwithstanding, all actions and reporting of the Commission and its committees shall be conducted in a manner to ensure greatest transparency to the public.

Section 7: Virtual Meetings and Email Voting

Meetings may be held virtually assuming all members participating can see and/or hear each other at the same time and methods to seek recognition, submit motions, and determine quorum and vote taking are followed. Members may participate virtually with full voting privileges, as long as all members can see and/or hear each other at the same time and methods to seek recognition, submit motions, and determine quorum and vote taking are followed.

Email voting is permitted if a single item requires immediate attention by the Commission. The Commission Chairperson may request that the Staff Administrator setup an email vote under the following rules. The Staff Administrator shall email all Commissioners, in one email, the item requiring a vote and any supporting documentation. The Commission will then have 48 hours to debate, discuss, make motions, and vote on the item via email. For discussion, motions, or votes to count and be entered as a part of the formal record, they must be in email format and sent to all Commissioners on the email chain.

Section 8: Citizen Participation

In keeping with the spirit and intent of the Trust, the Commission may desire to receive input from concerned citizens, groups and/or agencies regarding unmet health care needs within McLean County. This will be accomplished in the following manner.

1. Scheduled Participation. Any person, group, and/or agency having business, i.e., concerns for unmet health care needs, may speak when prior arrangements to do so have been made with the Chairperson of the Commission or one of its Committees. A specific time to speak will be reserved on the agenda.

2. Unscheduled Participation. Any person, group and/or agency having business, i.e. concerns for unmet health care needs, not having made prior arrangements with the Chairperson to speak before the Commission may be allowed to speak upon passage of a motion to suspend the Rules temporarily to allow citizens to address the Commission.

Section 9: Executive Session

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An executive session of the board may be called by the Chairperson under the following circumstances: (a) on the advice of legal counsel or the Trustee, (b) to discuss current pending legal matters, (c) to consult with the auditors and consultants, (d) to acquire or dispose of property, (e) to discuss or act on personnel issues, or (f) to address such other matters as the commission deems appropriate. At the option of the Chairperson, or upon majority vote of the commissioners, an executive session of the commission may be called. While in executive session, only commission members and individuals invited by the Chairperson may be present. At the option of the Chairperson, officers and other persons may be excused. Commission members may discuss the business conducted in an executive session only with other commission members, persons present in the executive session by invitation of the Chairperson, and others upon advice of counsel. Those present will be reminded that the executive session deliberations and minutes are confidential.

ARTICLE VII: PARLIAMENTARY AUTHORITY

Section 1: Election to Use Robert's Rules

The Chairperson may but is not required to adopt and use the latest published "Robert's Rules of Order Revised" at any meeting to serve as a guide in so far as is applicable and consistent with these Bylaws.

ARTICLE VIII: FINANCES

Section 1: Funds from the Trust

The Commission may request monies from the Trust or Staff Administrator from the City of Bloomington administration to enable it to adequately carry out its responsibilities, provided such requests are submitted in writing to the Trustee, and are in harmony with the provisions of the Trust itself.

Section 2: Gifts and Donations

As stipulated by the Amended Trust Article 6.4, any gift or donation received by the Commission from either the public or private groups and/or individuals to help them carry out the provisions of the Trust, shall be turned over to the Trustee to be used in accordance with the Trust itself. However, no such gifts or donations shall be received or accepted if conditioned or limited so as to require use for other than the intent and purposes stated in the Trust, unless the Trustee first elects to apply for and receives prior approval from the Court.

ARTICLE IX: INDEMNIFICATION & INSURANCE

Section 1: Indemnification

As permitted by the Amended Trust Article 7.13, the Trustee may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the trust) by reason of the fact that they are or were a member, officer, employee, or agent of

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the Trust or Commission, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interests of the Commission and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful.

Section 2: Determination of Conduct

Any indemnification under this Article (unless ordered by a court) shall be made by the Trustee only as authorized in the specific case, upon a determination that indemnification of the member, officer, employee, or agent is proper in the circumstances because they have met the applicable standard of conduct set forth in Section 1 of this Article. Such determination shall be made by the Trustee.

Section 3: Insurance

As permitted by the Amended Trust Article 7.12, the Trustee shall, if such coverage is available, purchase and maintain insurance on behalf of any person who is serving as a Commissioner, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of their status as such.

ARTICLE X: AMENDMENT OF BYLAWS

Section 1: Bylaw Review & Amendment

The Bylaws shall be reviewed periodically by the Commission who shall make recommendations for changes and amendments to the Trustee. The Trustee shall have sole discretion to alter or amend these Bylaws, according to the Amended Trust Article 5.3.

CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the above stated Bylaws of the John M. Scott Healthcare Commission were approved by the Trustee on May 23, 2022 and constitutes a complete copy of the Bylaws of the commission.

Attest: Leslie Smith-Yocum

CITY OF BLOOMINGTON ESTABLISHED 1850

_____ Leslie Smith-Yocum, City Clerk

PREPARED BY: Thomas E. Herr Dunn Law Firm, LLP 1001 N. Main St., Suite A Bloomington, IL 61701
Telephone: 309-828-6241 Fax: 309-828-8321

Appendix J: John M. Scott Health Care Commission Approval of Fiscal Year 2023 John M. Scott Health Care Trust Report

John M. Scott Health Care Commission October 2023 Meeting Minutes

10/24/2023 via Zoom

Attendance
Commissioners Present: Kyana Wilkinson, Angela Chasensky, Catharine Crockett, Karen Schmidt, Bradley Secord, and Karen Stipp,

Commissioners Absent: Elaine Hardy, Adam Houghton, Judith Neubrander, and Feli Sebastian.

Staff Present: William Bessler (Staff Administrator and Community Enhancement Division Grants Coordinator) and Joni Gerard (Grant Specialist).

Call to Order
Presiding Officer Kyana Wilkinson called the meeting to order at 7:03PM CDT and asked Staff Administrator Bessler for a roll call. Mr. Bessler called the roll. Quorum present.

Consent Agenda
Chairperson Wilkinson introduced the consent agenda items. There was no discussion. Commissioner Secord motioned to approve the consent agenda items as presented. Commissioner Schmidt seconded motion. Chairperson Wilkinson called for a voice vote. Ayes: Wilkinson, Chasensky, Crockett, Schmidt, Secord, and Stipp. Noe: None. Abstains: None. Presents: None. Motion passed.

Action Items

Fiscal Year 2023 Trust Report Pending Legal Adjustments as Needed:
Chairperson Wilkinson introduced the action item and highlighted details in the report noting that over 10,000 community members were served during FY2023 with over 250,000 units of service because of Trust funds. Chairperson Wilkinson reported that the Grants Committee had discussed and approved at the October 17, 2023, meeting. There were no questions or further discussion from the Commission.

Chairperson Wilkinson asked for a motion to approve the Fiscal Year 2023 Trust Report Pending Legal Adjustments as Needed. Commissioner Secord motioned to approve. Secretary Crockett seconded motion. Chairperson Wilkinson asked for a roll call vote. Mr. Bessler called the roll. Ayes: Wilkinson, Chasensky, Crockett, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

Second Six Month Extension for the Fiscal Year 2023 Project Oz Category II-Capital Grant Agreement: Chairperson Wilkinson introduced the action item and summarized the request from Project Oz and the unexpected delay due to the Public Hearing Site Plan Review process.

Chairperson Wilkison noted that the Grants Committee discussed and approved at the October 17, 2023, meeting.

Mr. Bessler provided an overview of the process and possible timeline which involves the City of Bloomington Planning Commission and City Council. Mr. Bessler noted staff will work internally with the Planning team and provide any updates and (or) changes in the process.

Chairperson Wilkinson asked if there were any additional questions. There were none and there was not further discussion.

Chairperson Wilkinson asked for a motion to approve the Second Six Month Extension for the Fiscal Year 2023 Project Oz Category II- Capital Grants. Commissioner Chasensky motioned to approved. Commissioner Secord seconded. Chairperson Wilkinson asked for a roll call vote. Mr. Bessler called the roll. Ayes: Wilkinson, Chasensky, Crockett, Schmidt, Secord, and Stipp. Noes: None. Abstains: None. Presents: None. Motion passed.

Recommendation to Reject a Category III-Emergency Funding Request of $100,000.00 from Mid Central Community Action (MCCA): Chairperson Wilkinson introduced the action item and reviewed the details of possible funding and timeline involved noting funds would most likely not be available until January or February of 2024. Chairperson Wilkinson stated the Grants Committee rejected the funding request and recommended staff reach out to MCCA with the upcoming FY2025 Category II-Capital Grant application information and deadline.

Mr. Bessler stated contact was made with MCCA and a Category II-Capital Grant application for the upcoming FY2025 was submitted. Mr. Bessler stated that if the Commission votes to reject the application a formal denial letter will be sent to MCCA and kept on file.

There was discussion amongst the Commission as to the request and Trust guidelines for funding. It was noted that MCCA is not currently funded. The Commission discussed the damage that has occurred at the facility and possible remediation measures. The application submitted did not include many details as to the remediation measure taken and (or) cost involved.

The Commission was pleased to know that an application for the upcoming program FY2025 is on file and will be reviewed.

With no further discussion, Chairperson Wilkinson asked for a motion to reject a Category III-Emergency Funding Request of $100,000.00 from Mid Central Community Action (MCCA). Chairperson Secord motioned to reject the funding request. Secretary Crockett seconded. Chairperson Wilkinson asked for a roll call vote. Mr. Bessler called the roll. Ayes: Chasensky, Crockett, Schmidt, Secord, and Stipp. Noes: None. Abstains: Wilkinson Presents: None. Motion passed.

<u>Discussion Items</u>

Fiscal Year 2025 Grant Cycle: Chairperson Wilkinson introduced the first discussion item.

Ms. Gerard provided an overview of the FY2025 Category II-Capital and Category II- Program grant applications submitted. Ms. Gerard stated scoring assignments will be in place with the scoring scheduled to end 11/12/23 in time for the upcoming Grants Committee meeting on 11/14/23.

There was discussion amongst the Commission as to the funding amount, total applications and the difference between past years. Mr. Bessler shared the approved funding and noted the volume of applications might be slightly lower than last year.

With no further discussion, Chairperson Wilkinson moved to the next discussion item.

Commissioner Resignation: Chairperson Wilkinson introduced the first discussion item noting the resignation of Commissioner Pohl. Chairperson Wilkinson asked for staff update on the application process. Mr. Bessler thanked Commissioner Pohl for her service on the Commission and to the community. Staff Administrator Bessler reviewed the nomination & application process noting staff is confirming documents on city website are up-to-date and available for completion. Mr. Bessler reviewed the next steps staff will take internally to update the active Commission roster. Mr. Bessler stated that the Executive Committee reviews the applicants and makes a recommendation to the full Commission. The full Commission would then vote to approve the recommendation and staff will send the recommendation to the City's Administration Department so a vote could be scheduled to obtain formal approval by the Trustee.

Chairperson Wilkinson encouraged nominations from the Commission and noted the need for an oral health professional.

Executive Session
No Executive Session scheduled.

Non-Agenda Discussion Items
No non-agenda discussion items were discussed.

Adjournment
With no further agenda business, Chairperson Wilkinson asked for a motion and a second to adjourn the meeting. Chairperson Chasensky motioned to adjourn the meeting. Commissioner Secord seconded the motion. Chairperson Wilkinson called for a voice vote. In the opinion of the Presiding Officer, the Ayes had it and the motion passed. Ayes: Wilkinson, Chasensky, Crockett, Schmidt, Secord, and Stipp. Noe: None. Abstains: None. Presents: None. Motion passed. Meeting adjourned at 7:28PM.

CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving a Contract with Aimbridge Hospitality for Temporary Relocation Services (RFP #2024-21) related to the Lead-Based Paint Hazard Reduction Program at a unit price of $109 per night, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 4b. Upgraded quality of older housing stock

BACKGROUND: If approved, the City will enter into a contract with Aimbridge Hospitality for temporary relocation services related to the Lead-Based Paint Hazard Reduction Program until July 3, 2024. The contract will have an option to be automatically extended for one additional year until July 3, 2025.

The proposal package was advertised by the City to solicit competitive proposals. Proposals were received until November 14, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. Three proposals were submitted on November 14, 2023. Proposals were evaluated in two phases to determine the best proposal. The selected proposal from Aimbridge Hospitality in Bloomington offered a cost per night of $109.00 for a standard room (with one or two beds).

Temporary relocation service availability is a Federal requirement for the Lead-Based Paint Hazard Reduction Program in renter-occupied units. Temporary relocation is required when the occupant protection plan for lead-based paint hazard reduction work indicates it is needed. Clients of the program who are renter-occupants may choose not to use city-paid temporary relocation services under this contract. All community members participating in this program have the option to temporarily relocate with friends and family during the lead-based paint hazard reduction work.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a contract with Aimbridge Hospitality for Temporary Relocation Services (RFP #2024-21) related to the Lead-Based Paint Hazard Reduction Program at a unit price of $109 per night. This is included in both the FY 2024 budget and FY 2025 Proposed Budget under Community Development Lead Hazard Containment-Other Miscellaneous account (22402470-79990-51000). There is currently $27,250 budgeted in FY 2024 in this account. Stakeholders can locate this in the

FY 2024 Budget Book titled "Other Funds & Capital Improvement" on page 21.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal N-1 (Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objective N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration Area); Goal H-1 (Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington), Objective H-1.2 (Ensure an adequate supply of affordable housing for low to moderate income households), and Objective H-1.3 (Create a life-long community by fostering housing stock that meets the needs of residents of all ages and abilities); Goal H-2 (Ensure reinvestment in the established older neighborhoods and compact development of the City), Objective H-2.3 (Rehabilitate housing in the designated Regeneration Area)

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:
E&CD 2B Contract

CITY OF BLOOMINGTON AGREEMENT WITH

Aimbridge Hospitality

FOR

Temporary Relocation Services

THIS AGREEMENT, dated this ___ day of December, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Aimbridge Hospitality (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

Section 2. **Description of Services.** VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. **Incorporation of Bid/RFP/RFQ & Proposal Terms.** The following shall apply to this Agreement:

☐ This Agreement was not subject to a formal solicitation process by the CITY.

☑ This Agreement was subject to the following procurement initiative by the CITY: RFP #2024-21 Temporary Relocation Services (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. **Payment.** For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. **Requirement for Payment & Performance Bond.** The following shall further apply to this Agreement:

☑ This Agreement does not require the furnishment of any bonds by the VENDOR.

☐ This Agreement is subject to bonding requirements.

i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.

ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. **Default.** Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. **Termination for Cause.** The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

i. VENDOR is found to be in violation of any term or condition of this Agreement.
ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
iii. VENDOR declares bankruptcy or becomes insolvent.
iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. **Force Majeure.** The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. **Remedies.** In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. **Indemnification.** To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. **Reuse of Documents.** All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. **Standard of Care.** Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. **Time is of the Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. **Representations of VENDOR.** VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. **Use of Name.** VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. **Compliance with Local, State, and Federal Laws.** VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. **Compliance with Prevailing Wage.** The following shall apply to this Agreement:

☑ This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

☐ This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to thee DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement much comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. **Equal Opportunity Employment.** During the performance of this Agreement, the VENDOR agrees as follows:

i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.

iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 19. **Access to Records.** The following access to records requirements apply to this Agreement:

i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. **Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA

in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. **Notices.** All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Aimbridge Hospitality
Attn: Donnell Hoeniges
310B Greenbriar Drive
Normal, IL 61761
donnell.hoeniges@marriott.com

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:
City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. **Insurance.** VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. **Assignment.** No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. **Changes or Modifications.** This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. **Joint Drafting.** The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. **Attorney's Fees.** In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. **Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 29. **Term.** The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. **Counterparts.** This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: _____
Its Area Director of Sales

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

See pages 8, 9, and 10.

REQUEST FOR PROPOSALS
Temporary Hotel Relocation Services for the City's Lead-Based Paint Hazard Reduction Program

OVERVIEW

The City of Bloomington located at 109 E. Olive, Bloomington, Illinois was awarded grant funding from the US Department of Housing and Urban Development (HUD) to provide housing rehabilitation for single- and multi-family housing units to reduce or eliminate lead-based paint hazards. The Lead-Based Paint Hazard Reduction Program (LBPHRP) will assist rental-occupants participating in the program with temporary hotel relocation when required.

SCOPE OF SERVICES

The Company selected under this RFP will be expected to provide the following services for each client assisted with the City's Lead-Based Paint Hazard Reduction Program.

1. **Special Requirements:** Establishment must hold and provide an Illinois Business Tax Number and be in good standing with the State of Illinois and City of Bloomington, IL. Hotel establishment must be located within the city limits of the City of Bloomington, IL or Town of Normal, IL.

2. **Short Term Lodging:** The lodging space must be free of lead-based paint and mold environmental hazards (i.e., mold, mildew, etc.). Rooms should be clean and compliant with state and local codes and regulations.

   Services provided including but not limited to the following:
   a. Provide a room or rooms to accommodate clients needing temporary relocation.
   b. For situations in which a client is disabled, accommodations will be made to ensure there is accessibility in relation to the individual's disability. All program activities will comply with Section 504 of the Rehabilitation Act and its implementing regulations at 24 CFR Part 8, and with Titles II and III of the Americans with Disabilities Act, as applicable.
   c. Accommodations for service animals as needed.
   d. Refrigerator, microwave, iron, and ironing board
   e. Crib available
   f. Guest laundry services
   g. Complimentary Wireless Internet Access
   h. In room telephone with free local calling
   i. Basic amenities including but not limited to bed linens and towels.

3. **Parking:** Free parking on hotel premises for up to two cars.

4. **Length of Stay:** The relocation plan provides for a short-term, temporary displacement of residents. The time frame to complete lead hazard control work is projected to be five (5) to ten (10) consecutive calendar days.
   a. Temporary housing will be secured for rental-occupants for short-term relocation needs by the LBPHR Program Manager prior to the start of the project. It is goal of the Program Manager to provide the hotel establishment a notice of 2-3 weeks.
   b. Written confirmation agreement will be provided by the hotel to the LBPHR Program Manager with date range for room reservation(s) and any special arrangement required for the client(s).

SUBMISSION REQUIREMENTS

Companies interested in responding to this RFP should submit:

a. A narrative (no longer than two single-spaced pages in length) describing the experience and qualifications of the firm to perform the services described above.
b. Photographs of each room type being proposed, common areas and laundry facilities taken after 10/1/2023.
c. Resume(s) for key personnel who will be assigned to perform services under the contract.
d. Three per-unit price quotations as follows:
    1. Standard room – one bed
    2. Standard room – two beds
    3. Room description and rate for rooms that can accommodate 4 or more family members that are not Standard Rooms as listed above.
e. References for three similar contracts completed within the last twenty-four (24) months.
f. Must provide proof of holding an Illinois Business Tax Number.
g. A copy of the hotel policies.

INSTRUCTIONS

In order to be considered, offerors must submit a complete response to the Request for Proposals. To be eligible, the hotel/motel must be registered and in good standing with the City of Bloomington, IL and the State of Illinois. This includes not being listed on the governmentwide exclusions in the System for Award Management (SAM) in accordance with 2 CFR Part 200. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Initial Evaluation Phase 1: The Evaluation Committee will evaluate each proposal received and determine which hotel is best suited to meet the needs of the City based on the Proposal Evaluation Criteria.

Phase 1 Criteria:

1. Experience and Qualifications: The experience of the Company as it relates to the scope of services outlined in the RFP and the qualifications of the individual(s) who will oversee the accommodation arrangements under the contract. (20 points)
2. References: Feedback obtained from references of similar service contracts (20 points)
3. Proposed Costs (30 Points)
4. Service Requirement: Ability to meet service requirements. (20 points)
5. Responsiveness: Proposal submitted conform to the Request for Proposals submission requirements. (10 Points)

Subsequent Evaluation Phase 2: Based on the scoring of the proposal evaluation phase 1 criteria, the evaluation committee may create a Proposer shortlist if determined to be in the best interest of the City. The City may conduct site visits on November 21st or earlier to the highest scoring three hotels.

Phase 2 Criteria:

1. Overall Appearance and Cleanliness of the Establishment (50 Points)
2. Service Requirement: Ability to meet service requirements. (25 Points)
3. Customer service responses to questions (25 Points)

PAYMENT TERMS

The City will pay for the services outlined above on a per-unit and stay duration cost basis.

a. The City of Bloomington assumes no liability for damages and theft of the hotel property. Any damage to hotel property, whether accidental or willful, is the responsibility of the registered guests for each room.
b. Copy of hotel policies will be provided to the Program Manager for the client to review when signing City waiver, prior to temporary relocation. An example of this waiver between the City and Client is provided in the RFP attachments for informational purposes only.
c. Billing instructions – The establishment shall invoice the City of Bloomington on a per stay basis. Invoice shall be itemized including but not limited to the dates of stay and the name of the individual(s). Invoices shall not include taxes as the City is tax-exempt. Invoice shall be addressed to the City of Bloomington, Attn: Accounts Payable, 115 E. Washington St., Bloomington, IL, 61701. It may be submitted by mailing or by email to accountspayable@cityblm.org. Additional charges beyond the cost of lodging are not the responsibility of the City, this includes, but is not limited to: food, beverages, entertainment, laundry, and transportation costs.

CONTRACT

The initial contract period will be from the date the contract is fully executed and the PO is created until July 3, 2024. This agreement may be automatically extended for one additional year until July 3, 2025 unless a party provides the other party with notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term. Prices will remain firm throughout the contract period each year. In the event the Bidder requires a price increase more than 3% over the prior agreement year, the City shall reserve the right to solicit quotations and purchase from competitive vendors for the remainder of the contract period.

NO OBLIGATION, RIGHT OF REJECTION AND MULTIPLE AWARD

The issuance of this RFP implies no obligation on the part of the City. This RFP does not constitute an offer or a contract with any Proposer or party. The City does not guarantee quantities of stays. The City reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality in proposals received. The City may reject any Proposal that is not responsive to all of the material and substantial terms, conditions and performance requirements of this RFP. The City further reserves the right to award all, part, or none of the components/functional areas included in this RFP. The City also reserves the right to make one or more awards to competing Proposers. The City may also not make an award if determined to be in the City's best interest. The City reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. The City reserves the right to create a Project of lesser or greater expense than described in this RFP or the Proposer's reply, based on the price(s) or scope submitted. The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City.

AWARD

The City anticipates awarding up to two agreements to the highest scoring firms whose proposal(s), in its judgment, offers the best quality and/or best satisfies its requirements. Final award decisions are based on the quality of the proposals as outlined in the evaluation process. The City reserves the right to award one or more agreement(s) based on the proposals received and the evaluation of those proposals.

EXHIBIT B
COSTS/FEES

1. Standard Room-One Bed ($109.00 per night)
2. Standard Room-Two Bed ($109.00 per night)
3. Additional Room Option Being Offered that can Accommodate 4 or More Family Members ($109.00 per night)

CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving, as a limited source, the Tyler MUNIS upgrade and Software as a Service Agreement and SaaS migration payment with Tyler Technologies, for various MUNIS modules of the City's Enterprise Resource Planning (ERP) system, cloud-hosted systems and storage, data migration, and project management, in the amount of $353,963, as requested by the Information Technology Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

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

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

BACKGROUND: The City of Bloomington began using the Tyler/MUNIS platform in 2010. This platform provides critical software and solutions for all departments in the City. The MUNIS ERP system helps to streamline and automate many service-related processes throughout the City. The agreement is a key ongoing requirement, as it provides technical support and software updates for the system.

Some of the primary modules included in this agreement request are:

- Human Resources Management
- Payroll
- General Ledger
- Accounts Payable
- Accounts Receivable
- Budget
- General Billing
- Treasury Management
- Tyler Payments
- Tyler Content Manager
- Business Licenses
- Fixed Assets
- Utility Billing
- Tyler Incident Management
- Business & Vendor Self Service
- Citizen Self-Service
- Employee Self Service

This renewal is for the second year of the three-year agreement with Tyler Technologies for

the platform, hosting, backup, and disaster recovery services and support approved by City Council on 10/18/2022. Staff is requesting this purchase be approved utilizing a limited source justification based upon the previous capital investment and the critical need to maintain the services provided by this system.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2024 Budget under the Information Technology-Repair/Maintenance Office & Computer Equipment Account (10011610-70530). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 169.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Megan Horath, Administrative Assistant

ATTACHMENTS:
IT 1B Agreement
IT 1C Invoices
IT 1D Limited Source Justification

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Bloomington, Illinois.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work, if applicable, is attached as an exhibit.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a

summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols within a commercially reasonable time once the report is complete. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work prior to any work being commenced. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone

criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the reasonable time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such reasonable cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees as required by this Agreement, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a limited login account and limited local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free reasonable access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-

current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates after you have time to review the costs for those services and provide Tyler with written notice for said services to be completed. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. .

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within forty-five (45) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so. Such notice may only be sent

once payment for an undisputed invoice is at least thirty (30) days late.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal one (1) year, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees, but subject to any price commitment regarding SaaS Fees indicated in Exhibit B of this Agreement, unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software as indicated in Section E(2) above. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate. Such notice of intent to terminate may only be provided after services have been suspended in accordance with the terms of this Agreement, including Section E(2).

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of thirty (30) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. We will provide reasonable advance notice before pursuing any of these options. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT,

OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), ONE AND A HALF (1.5) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, ONE AND A HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon execution of this Agreement and, if requested later, at your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for thirty-six (36) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. As permitted by law, all meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent

jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheldT; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and

conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists. Your advanced written consent is required for inclusion in marketing presentations and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Except as required by law, each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This Agreement itself is subject to the Freedom of Information Act (FOIA). This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us

prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we may require additional fees. We will provide advance notice of such requirement, as well as an estimate of what those costs will be upon your request.

19. RESERVED.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. RESERVED.

23. RESERVED.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms
	Schedule 2: DocOrigin Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc. City of Bloomington, IL

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: September 30, 2022

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

By: _____

Name: Tim Gleason

Title: City Manager

Date: 10/26/2022 | 8:07 AM CDT

Address for Notices:
City of Bloomington
115 E. Washington Street
Bloomington, IL 61701
Attention: Legal Department

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Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:	Joe Parent
Quote Expiration:	10/31/22
Quote Name:	City of Bloomington ERP SaaS Migration (Includes upgrade assistance)
Quote Description:	SaaS Migration Quote
Saas Term	1.00 Year

Sales Quotation For:
Craig McBeath
City of Bloomington
115 E. Washington Street
Bloomington IL 61701-5219
Phone: +1 (309) 434-2264

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
TOTAL		**0**	**$ 353,963.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
TOTAL				**$ 17,500.00**	**$ 0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 353,963.00
Total Tyler Services	$ 17,500.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 17,500.00**	**$ 353,963.00**
Contract Total	**$ 371,463.00**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement")

between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or

services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

The SaaS fees for product that are not named users are based on 55 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Permits library includes: standard Building permit, standard Trades permit, standard Zoning permit and standard certificate of occupancy/completion.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Upgrade PM Assistance: Includes 3 days of PM services per month. PM services include delivery and management of upgrade project plan, internal coordination of Tyler resources, and scheduled bi-weekly status calls to review the upgrade project. Upgrade PM Assistance does not include training or access to a Tyler Subject Matter Expert, as such, enrollment in PACE is strongly recommended to complement this service. Without additional services, clients are responsible for developing and executing upgrade test scenarios as well as conducting internal training for staff. Minimum service duration is 4 months, and clients may choose to extend this service by purchasing additional months (3 days per) at the then-current price.

Business license library includes: standard business license and standard renewal application.

- On Site Support / Implementation & Training - $ 1480.00 / Day - 185.00 / hour with a 4 hour minimum.
- Application Design - $ 1275 / day.
- Consulting Services - $230 / hour.
- Support hours 8AM - 8PM EST - Support not currently available after business hours.

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial one (1)-year term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Tyler agrees not to increase the annual SaaS Fees payable for SaaS Services for the first two (2) annual renewals following the initial one (1)-year term. Thereafter, your annual SaaS Fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

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2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.7 *Tyler Detect:* Tyler grants Client a trial period for Tyler Detect of thirty (30) days (hereafter, the "Trial Period"), beginning with the installation of the Tyler Detect service. Your access to Tyler Detect terminates at the end of the Trial Period unless you provide written confirmation that you wish to receive Tyler Detect as a paid service. If you provide such confirmation, your year one annual subscription fee for Tyler Detect, determined with reference to the undiscounted annual fee for Tyler Detect as indicated in the Investment Summary, will be invoiced at the beginning of the one year period commencing at the end of the Trial Period. Thereafter the annual subscription for Tyler Detect shall automatically renew for additional one (1) year terms, at our then current pricing, unless terminated by either party at least thirty (30) days prior to the renewal date. The foregoing notwithstanding, your year two term and associated annual fee for Tyler Detect will be prorated to align with the applicable maintenance or SaaS term under the Agreement. Annual fees for Tyler Detect are invoiced in advance.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available. Tyler

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agrees, notwithstanding language in this section, that International Travel is not authorized under the Agreement.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. The foregoing notwithstanding, Client will have at least forty-five days We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

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Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

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2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

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Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

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5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

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Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

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Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

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Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.
** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

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such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

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Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

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Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
RESERVED

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Exhibit D
Schedule 2
DocOrigin Terms

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DocOrigin

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B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

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7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

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8.1 **No Waiver**. No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability**. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment**. You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation 's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA**. This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 Governing Law and Venue if You are not located in the USA. This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement**. This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

Public Safety Direct, Inc.
4614 W 137th Street
Crestwood, IL 60418 US
(708)389-1896
Sales@PublicSafetyDirect.com

Estimate 6452

ADDRESS	SHIP TO	DATE	TOTAL
Bloomington Police Department 305 S East St Bloomington, IL 61701	Bloomington Police Department 305 S East St Bloomington, IL 61701	08/17/2023	**$17,701.00**

P.O. NUMBER	SALES REP
2023 Durango Patrol	TJ

DESCRIPTION	QTY	RATE	AMOUNT
Bloomington Police Department - 2023 Dodge Durango Patrol Labor For Upfitting of Emergency Vehicle - Includes installation of all lighting and equipment.	1	3,595.00	3,595.00
Vehicle Power Center - Includes all wire, loom, heat shrink, butt connectors, fuses, fuse holders, zip ties and all other shop supplies.	1	350.00	350.00T
Package -Whelen 54" Legacy Duo WeCanX Lights. Red/Blue with full flood take down and amber traffic advisor. -Hook Kit for a 2020-2022 Police Interceptor Utility -Whelen CenCom Core with Rotary Knob for siren and 3 position slide switch -100watt Speaker and bracket -OBD Intergration Cable for 2020+ Ford PIU -8 channel remote expansion module -Vehicle to Vehicle Sync	1	4,299.00	4,299.00T
Havis 2021 Dodge Durango PPV Console Package - Includes Durango Console, Free Equipment Brackets & Filler Plates, Self Adjusting Cup Holders, OEM Parking Brake Cutout, OEM USB and lighter plug cutout, two (2) additional 12 volt sockets with wire and fuse, rocker switch or dual USB charge module cutout, Large Pad Adjustable Armrest, mounting holes for all Havis Computer Mounting Solutions, 1 Mic Bracket with clip and 1 additional Mic Clip for PA	1	1,480.45	1,480.45
Vehicle Specific 23" Console for 2021 Dodge Durango (Police Package)	1	599.00	
Havis Side Mounted Swing-Away Flip Up Armrest	1	249.00	
Havis Self-Adjusting Double Cup Holder	1	67.00	
Havis Mic Clip Bracket	1	15.45	
Microphone clip	2	5.00	
Havis - Heavy duty side mount telescoping pole, 8.5"	1	225.00	

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DESCRIPTION	QTY	RATE	AMOUNT
Havis 11" Slide Out Locking Swing Arm with Motion Adapter computer mount for angled low profile consoles	1	315.00	
Package - Plastic Seat/Rear Partition, Front Partition,	1	3,308.00	3,308.00
ProGard Dodge Durango Center Sliding Poly Window 6700SSP Series, Space Saver Plus Prisoner Transport Partition, Includes Recessed Panel and Lower Extension Panels	1	1,131.00	
Pro-Gard Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier and Outboard Seat Belts	1	2,177.00	
Whelen® ION T Super-LED™ Lighthead DUO - 1 Red/White, 1 Blue/White- With L-Brackets (Grille Lights)	1	358.00	358.00
Whelen® ION T Super-LED™ Lighthead DUO-Blue/White	1	159.00	
Whelen® ION T Super-LED™ Lighthead DUO-RedWhite	1	159.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Whelen® ION T Super-LED™ Lighthead Solo -Single Color 1Red - 1Blue - With L-Brackets (Cargo Windows)	1	338.00	338.00
Whelen® ION T Super-LED™ Lighthead - BLUE	1	149.00	
Whelen® ION T Super-LED™ Lighthead - RED	1	149.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Whelen® ION T Super-LED™ Lighthead Solo -Single Color 1Red - 1Blue - With L-Brackets (License Plate)	1	338.00	338.00
Whelen® ION T Super-LED™ Lighthead - RED	1	149.00	
Whelen® ION T Super-LED™ Lighthead - BLUE	1	149.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Whelen Howler 100watt Low Frequency Amp and Single Speaker with universal mounting kit.	1	650.00	650.00T
Federal Signal Siren Speaker and Bracket Package	1	234.99	234.99
Nova/Code 3 Microdash Self Contained Preemption Strobe	1	350.00	350.00T
TigerTough - Driver Side Seat Cover Only - Tactical Black	1	199.00	199.00T
Bloomington Police Department Graphics Package	1	1,000.00	1,000.00T
Whelen Outer Edge Rear Pillar Mount. SOLO Red/Blue for 2021+ Dodge Durango	1	902.00	902.00T
Santa Cruz Model SC-915-5-A / Partition Wall Set Up, Vertical single rifle rack Partition wall	1	298.56	298.56T

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

SUBTOTAL	17,701.00
TAX	0.00
TOTAL	$17,701.00

THANK YOU.

Accepted By

Accepted Date

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LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:
Complete if a purchase is $5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State, or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: 2002 Tyler Technologies, Inc.	**Amount:** $ 353,963.00	**Date:** 11/28/2023

Description of item/services:
Annual software license maintenance and support covering various modules of the City's MUNIS Enterprise Resource Planning (ERP) system and SaaS migration.

Justification:
In 2010, the City selected MUNIS, from Tyler Technologies as the Enterprise Resource Planning (ERP) platform and service. The ERP platform provides Financials, Payroll, Human Resource, Community Development, Utility Billing, and inventory functionality (among others) city-wide. As such, it is critical to keep software maintenance, support, and updates active on the system. It is only possible to obtain this maintenance/support for MUNIS directly from Tyler Technologies.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Craig McBeath 11/28/2023 | 2:37 PM CST
(Name & Signature of Department Director or Designee ***Approving***) **Date**

SECTION C –TO BE COMPLETED BY THE PROCUREMENT OFFICE:
Based on the information provided in Section A and attached supporting documents,
I concur ☒ / do not concur ☐ (see below) with the purchase to be a Limited Source.
Do not concur for the following reason(s):
Click or tap here to enter text.

Carla Murillo 11/28/2023 | 3:22 PM CST
(Name & Signature of Purchasing Agent or Designee) Date

CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving a Change Order in the Amount of an additional $7,206 for the Upfitting of twelve (12) Police Vehicles from Public Safety Direct Inc., as requested by the Police Department.

RECOMMENDED MOTION: The proposed Change Order be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 1a. Budget with adequate resources to support defined services and level of services
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: The Police Department is recommending the approval of a change order in the amount of $7,206 for the upfitting of twelve (12) Police Vehicles Contract between the City of Bloomington and Public Safety Direct Inc.

Utilizing Ordinance #2023-066-Expedited Process for Vehicle and Equipment Purchases, the Police Department requested consideration and action to approve the purchase and upfitting of twelve (12) police vehicles. Normally, when the Police Department purchases patrol vehicles from a dealer, as part of the cost, they include upfitting. Each dealer such as Morrow Brothers or Sutton Ford all have their own firms they utilize to upfit patrol vehicles. This causes the layout of equipment to vary from one patrol vehicle to another patrol vehicle. Police Staff sought to upfit the vehicles so the equipment in a patrol vehicle is all the same and in a consistent location no matter what vehicle the officer operates. The vehicles purchased by the Police Department were purchased "off the lot" without any upfitting to them. The Police Department selected Public Safety Direct (vendor #5812) after market research to upfit twelve (12) vehicles.

The upfitting was included in the FY24 budget the original amount approved was for $172,867.24. After reviewing the equipment and lighting on patrol vehicles quoted under PO #20240252, it was determined six (6) of the patrol vehicles needed additional lighting. Adding additional lighting to these patrol vehicles will keep the lighting consistent with the rest of the patrol vehicle fleet. The additional lighting also aids in alerting the general public of the presence of a patrol vehicle, thereby helping to increase an officer's safety. Police Staff also determined gun racks for each of the six (6) patrol vehicles needed to be added to safely secure and prevent unauthorized control over firearms.

The Police Department is requesting a Change Order of an additional $7,206 to this original

amount under PO #20240252 in order to add the lighting and gun racks.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a change order in the amount of an additional $7,206 for the upfitting of twelve (12) Police Vehicles from Public Safety Direct Inc. A transfer of budgeted funds in the amount of $12,495.57 from the Police-Capital Outlay Office & Computer Equipment (10015110-72120) to the Police-Capital Outlay Licensed Vehicle account (10015110-72130) where the payment of $7,206 will be expensed. Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 235.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Jared Roth,

ATTACHMENTS:
PD 1B Original Approval Documents
PD 1C Estimate 6452
PD 1D Estimate 6491

DocuSign Envelope ID: 9B58A504-1E47-4F27-A654-05AE14FE4C2C

CITY OF Bloomington ILLINOIS

Legal Department
Procurement Division

DATE: September 12, 2023
TO: Tim Gleason, City Manager & Mboka Mwilambwe, Mayor
FROM: Carla A Murillo, Procurement Manager
CC: Jeff Jurgens, Deputy City Manager, Scott Rathbun, Finance Director & Chris Tomerlin, Budget Manager
RE: Approval Request to Purchase the Upfittings of 12 Police Vehicles

Requesting to approve the purchase for the upfitting of 12 Police vehicles:

(1) Quote 6490 – two (2) 2023 Dodge Durango vehicles for Administration - $18,598
(2) Quote 6452 – three (3) 2023 Dodge Durango patrol vehicle for Patrol – $49,500
(3) Quote 6487 – one (1) 2023 Ford F150 vehicle for Community Engagement - $13,287.99
(4) Quote 6488 – two (2) 2023 Ford F150 vehicles with consoles for Community Engagement - $31,922.72
(5) Quote 6489 – one (1) 2023 Ford F150 vehicle for Administration - $8,500
(6) Quote 6491 – three (3) 2023 Ford Police Interceptor Utility Explorer for Patrol - $51,058.53

Total = $172,867.24

Utilizing Ordinance #2023-066 – Expedited Process for Vehicle & Equipment Purchases, the Police Department requests consideration and action to approve the purchase of the above listed upfitting of twelve (12) police vehicles. Normally when we purchase patrol vehicles from a dealer, as part of the cost, they include upfitting. Each dealer such as Morrow Brothers or Sutton Ford all have their own firms, they use to upfit patrol vehicles so the layout can vary. Police Staff is looking to keep consistency with the upfitting so when an officer utilizes his siren or other equipment, it is in the same place no matter the vehicle. Since we purchased all of these vehicles "off the lot" versus directly from the dealer, they came as is without any upfitting. PD is asking to utilize this one firm, Public Safety Direct, and complete all the vehicles so they can get them on the road. This will be payable to Public Safety Direct (vendor #5812).

This upfitting was included in the FY24 budget. Funding will be from:

Police Department – Capital Outlay for Licensed Vehicles (10015110-72130) in the total amount of $172,867.24.

Thank you.

Approvals:

Tim Gleason, City Manager 9/12/2023 | 3:23 PM CDT

Mayor Mboka Mwilambwe 9/12/2023 | 4:27 PM CDT

115 E Washington Street
Bloomington, Illinois 61702-3157
Procurement@cityblm.org

Phone: (309) 434-2277
TTY (309) 829-5115

"Jewel of Midwest Cities."

DocuSign Envelope ID: A51C9820-7A0F-41F6-A8FA-FCE7763E2208

CITY OF BLOOMINGTON

2023 - 066

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO APPROVE VEHICLE AND EQUIPMENT PURCHASES USING AN EXPEDITED PROCESS THROUGH APRIL 30, 2024

Adopted by the City Council of the City of Bloomington on June 26, 2023

Published in pamphlet form by authority of the City Council of the City of Bloomington, McLean County, Illinois, on July 5, 2023.

DocuSign Envelope ID: A51C9820-7A0F-41F6-A8FA-FCE7763E2208

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

CERTIFICATE

I, Leslie Smith-Yocum, certify that I am the duly appointed and qualified municipal clerk of the City of Bloomington, County of McLean, Illinois.

I further certify that on the Corporate Authorities of the above municipality passed and approved Ordinance No. 2023 - 066, entitled, an Ordinance Authorizing the Mayor and City Manager to Approve Vehicle and Equipment Purchases Using an Expedited Process Through April 30, 2024, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of this Ordinance, including the Ordinance and cover sheet thereof, was prepared, and a copy of the Ordinance was posted in the municipal building, commencing on July 5 , 2023, and continuing for at least ten days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Bloomington, Illinois, on 07/05/2023

Leslie Smith-Yocum
City Clerk

DocuSign Envelope ID: A51C9820-7A0F-41F6-A8FA-FCE7763E2208

ORDINANCE NO. 2023 - 066

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO APPROVE VEHICLE AND EQUIPMENT PURCHASES USING AN EXPEDITED PROCESS THROUGH APRIL 30, 2024

WHEREAS, the City of Bloomington is a home-rule municipality located in the County of McLean, State of Illinois; and

WHEREAS, the COVID-19 Pandemic created supply chain issues that continue to impact vehicles and equipment purchases across the globe, and the availability of vehicles and equipment have been reduced significantly; and

WHEREAS, the City still has many vehicles and equipment in this year's and previous years' budgets that have not been purchased because of availability; and

WHEREAS, City Staff consistently monitor joint purchasing contracts and stay in contact with dealers, suppliers, vendors, and other organizations in the industry to help ensure the City doesn't miss an opportunity; and

WHEREAS, the City Council finds it in the best interest of the City to expedite and streamline the procurement approval process associated with vehicle and equipment purchases, including waiving the technical bidding requirements;

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

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

Section 2. Subject to the restrictions in Section 3, the Mayor and City Manager are authorized to approve any and all documents related to the purchase of vehicles and equipment greater than $50,000.

Section 3. The approval authority set forth in Section 2 shall be subject to the following conditions and restrictions:

A. No vehicle or equipment purchases may be approved by the Mayor and City Manager unless there are appropriated funds identified in the existing current fiscal year City budget sufficient to cover the costs of the vehicle or equipment purchase.

Section 4. The City Manager shall report to the City Council, at its regular meeting, any vehicle or equipment purchases greater than $50,000 that were approved by the Mayor and City Manager since the last Council meeting under the authority granted in Section 2.

Section 5. The provisions in Chapter 16 on the approval of contracts and spending authority that are in conflict with the provisions of this Ordinance are hereby suspended and superseded by the provisions of this Ordinance where in conflict and while this Ordinance is in force and effect.

DocuSign Envelope ID: A51C9820-7A0F-41F6-A8FA-FCE7763E2208

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

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

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

Section 9. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 10. This Ordinance shall take effect immediately after its approval and publication as required by law and shall remain in full force and effect until April 30, 2024.

PASSED this 26th day of June 2023.

APPROVED this 5th day of July 2023.

CITY OF BLOOMINGTON

Mboka Mwilambwe

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum

Leslie Smith-Yocum, City Clerk

Public Safety Direct, Inc.
4614 W 137th Street
Crestwood, IL 60418 US
(708)389-1896
Sales@PublicSafetyDirect.com

Estimate 6452

ADDRESS	SHIP TO	DATE	TOTAL
Bloomington Police Department 305 S East St Bloomington, IL 61701	Bloomington Police Department 305 S East St Bloomington, IL 61701	08/17/2023	$16,500.44

P.O. NUMBER	SALES REP
2023 Durango Patrol	TJ

DESCRIPTION	QTY	RATE	AMOUNT
Bloomington Police Department - 2023 Dodge Durango Patrol Labor For Upfitting of Emergency Vehicle - Includes installation of all lighting and equipment.	1	3,595.00	3,595.00
Vehicle Power Center - Includes all wire, loom, heat shrink, butt connectors, fuses, fuse holders, zip ties and all other shop supplies.	1	350.00	350.00T
Package -Whelen 54" Legacy Duo WeCanX Lights. Red/Blue with full flood take down and amber traffic advisor. -Hook Kit for a 2020-2022 Police Interceptor Utility -Whelen CenCom Core with Rotary Knob for siren and 3 position slide switch -100watt Speaker and bracket -OBD Intergration Cable for 2020+ Ford PIU -8 channel remote expansion module -Vehicle to Vehicle Sync	1	4,299.00	4,299.00T
Havis 2021 Dodge Durango PPV Console Package - Includes Durango Console, Free Equipment Brackets & Filler Plates, Self Adjusting Cup Holders, OEM Parking Brake Cutout, OEM USB and lighter plug cutout, two (2) additional 12 volt sockets with wire and fuse, rocker switch or dual USB charge module cutout, Large Pad Adjustable Armrest, mounting holes for all Havis Computer Mounting Solutions, 1 Mic Bracket with clip and 1 additional Mic Clip for PA	1	1,480.45	1,480.45
Vehicle Specific 23" Console for 2021 Dodge Durango (Police Package)	1	599.00	
Havis Side Mounted Swing-Away Flip Up Armrest	1	249.00	
Havis Self-Adjusting Double Cup Holder	1	67.00	
Havis Mic Clip Bracket	1	15.45	
Microphone clip	2	5.00	
Havis - Heavy duty side mount telescoping pole, 8.5"	1	225.00	

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

Public Safety Direct, Inc.
4614 W 137th Street
Crestwood, IL 60418 US
(708)389-1896
Sales@PublicSafetyDirect.com

Estimate 6487

ADDRESS	SHIP TO	DATE	TOTAL
Bloomington Police Department 305 S East St Bloomington, IL 61701	Bloomington Police Department 305 S East St Bloomington, IL 61701	08/30/2023	$13,287.99

P.O. NUMBER
2023 F150 CEE

DESCRIPTION	QTY	RATE	AMOUNT
Bloomington Police Department - 2023 Ford F150 Community Engagement Events - NO MDT NO CAMERA. Labor For Upfitting of Emergency Vehicle - Includes installation of all lighting and equipment.	1	3,095.00	3,095.00
Whelen® ION T Super-LED™ Lighthead DUO - 1 Red/White, 1 Blue/White- With L-Brackets (Grille Lights)	1	358.00	358.00
Whelen® ION T Super-LED™ Lighthead DUO-Blue/White	1	159.00	
Whelen® ION T Super-LED™ Lighthead DUO-RedWhite	1	159.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Package -Whelen 54" Legacy Duo WeCanX Lights. Red/Blue with full flood take down and amber traffic advisor. -Hook Kit for a 2020-2022 Police Interceptor Utility -Whelen CenCom Core with Rotary Knob for siren and 3 position slide switch -100watt Speaker and bracket -OBD Intergration Cable for 2020+ Ford PIU -8 channel remote expansion module -Vehicle to Vehicle Sync	1	4,299.00	4,299.00T
Soundoff Signal SideLine Running Board Lights 73"- Tri Color Red/Blue/White	2	494.00	988.00T
2015-2021 Ford F-150 SuperCrew, 2017-2022 Ford F-250/F-350 Crew Cab and 2018-2022 Ford Expedition SSV, Running Board Mounting Kit, for 6 Lamp Tracer™	2	85.00	170.00T
Soundoff Signal Isolation Headlight Flasher	1	99.00	99.00T
SoundOff Flashback Alternating Taillight Flasher	1	105.00	105.00T
Nova/Code 3 Microdash Self Contained Preemption Strobe	1	350.00	350.00T

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DESCRIPTION	QTY	RATE	AMOUNT
Whelen 12 Lamp RST DUO Red/Blue with Amber Traffic Advisor (Pillar to Pillar Rear window Light)	1	999.00	999.00T
Whelen Strip-Lite Plus DUO Light Package (Under Tailgate)	1	338.00	338.00
Whelen Strip-Lite™ Plus DUO Red/White	1	169.00	
Whelen Strip-Lite™ Plus DUO Blue/White	1	169.00	
Code 3 M180 Side Mirror Bundle, 1- RW, 1-BW Mounted Under Side Mirrors. White activation In Drive, Color in park - PIU Mounts	1	411.99	411.99
Code 3 M180 LED Intersection/Takedown Multicolor Lighthead (Red/White Split)	1	173.00	
Code 3 M180 LED Intersection/Takedown Multicolor Lighthead (Blue/White Split)	1	185.00	
Code3 M180 Pair of M180 Intersection Light Bracket, Below Side Mirror, 2020 PIU	1	53.99	
Antenna Mast and 17' Antenna Cable with Mini UHF Connector Bundle	1	127.00	127.00
Anti-Theft Module - Ignition Override System	1	199.00	199.00T
Vehicle Power Center - Includes all wire, loom, heat shrink, butt connectors, fuses, fuse holders, zip ties and all other shop supplies.	1	350.00	350.00T
Tactical Driver's Seat Cover for Ford F150	1	199.00	199.00T
Graphics Package for Bloomington Police Department	1	1,200.00	1,200.00T

SUBTOTAL	13,287.99
TAX	0.00
TOTAL	$13,287.99

THANK YOU.

Accepted By

Accepted Date

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

Public Safety Direct, Inc.
4614 W 137th Street
Crestwood, IL 60418 US
(708)389-1896
Sales@PublicSafetyDirect.com

Estimate 6488

ADDRESS	SHIP TO	DATE	TOTAL
Bloomington Police Department 305 S East St Bloomington, IL 61701	Bloomington Police Department 305 S East St Bloomington, IL 61701	08/30/2023	$15,961.36

P.O. NUMBER
2023 x2 F150 CEE with console

DESCRIPTION	QTY	RATE	AMOUNT
Bloomington Police Department - 2023 Ford F150 Community Engagement Events - With Camera and MDT Labor For Upfitting of Emergency Vehicle - Includes installation of all lighting and equipment.	1	3,495.00	3,495.00
Whelen® ION T Super-LED™ Lighthead DUO - 1 Red/White, 1 Blue/White- With L-Brackets (Grille Lights)	2	358.00	716.00
Whelen® ION T Super-LED™ Lighthead DUO-Blue/White	2	159.00	
Whelen® ION T Super-LED™ Lighthead DUO-RedWhite	2	159.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	4	20.00	
Package -Whelen 54" Legacy Duo WeCanX Lights. Red/Blue with full flood take down and amber traffic advisor. -Hook Kit for a 2020-2022 Police Interceptor Utility -Whelen CenCom Core with Rotary Knob for siren and 3 position slide switch -100watt Speaker and bracket -OBD Intergration Cable for 2020+ Ford PIU -8 channel remote expansion module -Vehicle to Vehicle Sync	1	4,299.00	4,299.00T
Soundoff Signal SideLine Running Board Lights 73"- Tri Color Red/Blue/White	2	494.00	988.00T
2015-2021 Ford F-150 SuperCrew, 2017-2022 Ford F-250/F-350 Crew Cab and 2018-2022 Ford Expedition SSV, Running Board Mounting Kit, for 6 Lamp Tracer™	2	85.00	170.00T
Soundoff Signal Isolation Headlight Flasher	1	99.00	99.00T
SoundOff Flashback Alternating Taillight Flasher	1	105.00	105.00T
Nova/Code 3 Microdash Self Contained Preemption Strobe	1	350.00	350.00T

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DESCRIPTION	QTY	RATE	AMOUNT
Whelen 12 Lamp RST DUO Red/Blue with Amber Traffic Advisor (Pillar to Pillar Rear window Light)	1	999.00	999.00T
Whelen Strip-Lite Plus DUO Light Package (Under Tailgate)	1	338.00	338.00
Whelen Strip-Lite™ Plus DUO Red/White	1	169.00	
Whelen Strip-Lite™ Plus DUO Blue/White	1	169.00	
Code 3 M180 Side Mirror Bundle, 1- RW, 1-BW Mounted Under Side Mirrors. White activation In Drive, Color in park - PIU Mounts	1	411.99	411.99
Code 3 M180 LED Intersection/Takedown Multicolor Lighthead (Red/White Split)	1	173.00	
Code 3 M180 LED Intersection/Takedown Multicolor Lighthead (Blue/White Split)	1	185.00	
Code3 M180 Pair of M180 Intersection Light Bracket, Below Side Mirror, 2020 PIU	1	53.99	
Antenna Mast and 17' Antenna Cable with Mini UHF Connector Bundle	1	127.00	127.00
Anti-Theft Module - Ignition Override System	1	199.00	199.00T
Vehicle Power Center - Includes all wire, loom, heat shrink, butt connectors, fuses, fuse holders, zip ties and all other shop supplies.	1	350.00	350.00T
Havis 12.5" Wide Flat 30" Vehicle-Specific Console for 2021 Ford F-150 Police Responder	1	1,100.00	1,100.00T
Havis Side Mounted Swing-Away Flip Up Armrest	1	249.00	249.00T
Havis Self-Adjusting Double Cup Holder	1	67.00	67.00T
Heavy duty telescoping pole 8.5"	1	184.37	184.37T
Havis 11" Slide Out Locking Swing Arm with Motion Adapter computer mount for angled low profile consoles	1	315.00	315.00T
Tactical Driver's Seat Cover for Ford F150	1	199.00	199.00T
Graphics Package for Bloomington Police Department	1	1,200.00	1,200.00T

SUBTOTAL	15,961.36
TAX	0.00
TOTAL	$15,961.36

THANK YOU.

Accepted By

Accepted Date

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

Public Safety Direct, Inc.
4614 W 137th Street
Crestwood, IL 60418 US
(708)389-1896
Sales@PublicSafetyDirect.com

Estimate 6489

ADDRESS	SHIP TO	DATE	TOTAL
Bloomington Police Department 305 S East St Bloomington, IL 61701	Bloomington Police Department 305 S East St Bloomington, IL 61701	08/30/2023	$8,500.00

P.O. NUMBER
2023 F150 Admin

DESCRIPTION	QTY	RATE	AMOUNT
Bloomington Police Department - 2023 Ford F150 Admin Package Labor For Upfitting of Emergency Vehicle - Includes installation of all lighting and equipment.	1	2,695.00	2,695.00
Whelen® ION T Super-LED™ Lighthead DUO - 1 Red/White, 1 Blue/White- With L-Brackets (Grille Lights)	1	358.00	358.00
Whelen® ION T Super-LED™ Lighthead DUO-Blue/White	1	159.00	
Whelen® ION T Super-LED™ Lighthead DUO-RedWhite	1	159.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Whelen Slicktop Package Package includes -FST DUO(Red/Blue/White) -RST DUO (Red/Blue/Amber) -Whelen CenCom Core with Handheld Lights and siren controller -ODB integration cable -100 Watt Speaker and bracket. -8 Channel Remote Expansion Module -Vehicle to Vehicle Sync	1	3,599.00	3,599.00T
Soundoff Signal Isolation Headlight Flasher	1	99.00	99.00T
SoundOff Flashback Alternating Taillight Flasher	1	105.00	105.00T
Nova/Code 3 Microdash Self Contained Preemption Strobe	1	350.00	350.00T
Whelen Strip-Lite Plus DUO Light Package (Under Tailgate)	1	338.00	338.00
Whelen Strip-Lite™ Plus DUO Red/White	1	169.00	
Whelen Strip-Lite™ Plus DUO Blue/White	1	169.00	
Anti-Theft Module - Ignition Override System	1	199.00	199.00T

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

DESCRIPTION	QTY	RATE	AMOUNT
Vehicle Power Center - Includes all wire, loom, heat shrink, butt connectors, fuses, fuse holders, zip ties and all other shop supplies.	1	199.00	199.00T
Whelen® ION T Super-LED™ Lighthead Solo -Single Color 1Red - 1Blue - With L-Brackets (B-Pillar Lights)	1	338.00	338.00
Auto Tint - Windshield visor strip only 35% Visor strip	1	80.00	80.00T
Auto Tint- 2 window package Front 2 Windows 35%	1	140.00	140.00T

SUBTOTAL	8,500.00
TAX	0.00
TOTAL	$8,500.00

THANK YOU.

Accepted By

Accepted Date

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

Public Safety Direct, Inc.
4614 W 137th Street
Crestwood, IL 60418 US
(708)389-1896
Sales@PublicSafetyDirect.com

Estimate 6489

ADDRESS	SHIP TO	DATE	TOTAL
Bloomington Police Department 305 S East St Bloomington, IL 61701	Bloomington Police Department 305 S East St Bloomington, IL 61701	08/30/2023	$8,500.00

P.O. NUMBER
2023 F150 Admin

DESCRIPTION	QTY	RATE	AMOUNT
Bloomington Police Department - 2023 Ford F150 Admin Package Labor For Upfitting of Emergency Vehicle - Includes installation of all lighting and equipment.	1	2,695.00	2,695.00
Whelen® ION T Super-LED™ Lighthead DUO - 1 Red/White, 1 Blue/White- With L-Brackets (Grille Lights)	1	358.00	358.00
Whelen® ION T Super-LED™ Lighthead DUO-Blue/White	1	159.00	
Whelen® ION T Super-LED™ Lighthead DUO-RedWhite	1	159.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Whelen Slicktop Package Package includes -FST DUO(Red/Blue/White) -RST DUO (Red/Blue/Amber) -Whelen CenCom Core with Handheld Lights and siren controller -ODB integration cable -100 Watt Speaker and bracket. -8 Channel Remote Expansion Module -Vehicle to Vehicle Sync	1	3,599.00	3,599.00T
Soundoff Signal Isolation Headlight Flasher	1	99.00	99.00T
SoundOff Flashback Alternating Taillight Flasher	1	105.00	105.00T
Nova/Code 3 Microdash Self Contained Preemption Strobe	1	350.00	350.00T
Whelen Strip-Lite Plus DUO Light Package (Under Tailgate)	1	338.00	338.00
Whelen Strip-Lite™ Plus DUO Red/White	1	169.00	
Whelen Strip-Lite™ Plus DUO Blue/White	1	169.00	
Anti-Theft Module - Ignition Override System	1	199.00	199.00T

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

DESCRIPTION	QTY	RATE	AMOUNT
Vehicle Power Center - Includes all wire, loom, heat shrink, butt connectors, fuses, fuse holders, zip ties and all other shop supplies.	1	199.00	199.00T
Whelen® ION T Super-LED™ Lighthead Solo -Single Color 1Red - 1Blue - With L-Brackets (B-Pillar Lights)	1	338.00	338.00
Auto Tint - Windshield visor strip only 35% Visor strip	1	80.00	80.00T
Auto Tint- 2 window package Front 2 Windows 35%	1	140.00	140.00T

SUBTOTAL	8,500.00
TAX	0.00
TOTAL	$8,500.00

THANK YOU.

Accepted By

Accepted Date

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

Public Safety Direct, Inc.
4614 W 137th Street
Crestwood, IL 60418 US
(708)389-1896
Sales@PublicSafetyDirect.com

Estimate 6490

ADDRESS	SHIP TO	DATE	TOTAL
Bloomington Police Department 305 S East St Bloomington, IL 61701	Bloomington Police Department 305 S East St Bloomington, IL 61701	08/30/2023	$9,299.00

P.O. NUMBER	SALES REP
2023 Admin Durango	TJ

DESCRIPTION	QTY	RATE	AMOUNT
Bloomington Police Department - 2023 Dodge Durango Admin Package Labor For Upfitting of Emergency Vehicle - Includes installation of all lighting and equipment.	1	2,495.00	2,495.00
Whelen Slicktop Package Package includes -FST DUO(Red/Blue/White) -RST DUO (Red/Blue/Amber) -Whelen CenCom Core with Handheld lights and siren controller -ODB integration cable -100 Watt Speaker and bracket. -8 Channel Remote Expansion Module -Vehicle to Vehicle Sync	1	3,599.00	3,599.00T
Whelen® ION T Super-LED™ Lighthead DUO - 1 Red/White, 1 Blue/White- With L-Brackets (Grille Lights)	1	358.00	358.00
Whelen® ION T Super-LED™ Lighthead DUO-Blue/White	1	159.00	
Whelen® ION T Super-LED™ Lighthead DUO-RedWhite	1	159.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Whelen® ION T Super-LED™ Lighthead Solo -Single Color 1Red - 1Blue - With L-Brackets (Cargo Windows)	1	338.00	338.00
Whelen® ION T Super-LED™ Lighthead - BLUE	1	149.00	
Whelen® ION T Super-LED™ Lighthead - RED	1	149.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Nova/Code 3 Microdash Self Contained Preemption Strobe	1	350.00	350.00T

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

DESCRIPTION	QTY	RATE	AMOUNT
Vehicle Power Center - Includes all wire, loom, heat shrink, butt connectors, fuses, fuse holders, zip ties and all other shop supplies.	1	199.00	199.00T
Auto Tint - Windshield visor strip only 35% Visor Strip	1	80.00	80.00T
Auto Tint- 2 window package 35% Front 2 windows	1	140.00	140.00T
LUND - LOFT Dual Weapon Storage Tray with Auto Open w/non-partition mount kit for 2012+ Dodge Durango	1	1,740.00	1,740.00T

SUBTOTAL	9,299.00
TAX	0.00
TOTAL	$9,299.00

THANK YOU.

Accepted By

Accepted Date

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

Public Safety Direct, Inc.
4614 W 137th Street
Crestwood, IL 60418 US
(708)389-1896
Sales@PublicSafetyDirect.com

Estimate 6491

ADDRESS	SHIP TO	DATE	TOTAL
Bloomington Police Department 305 S East St Bloomington, IL 61701	Bloomington Police Department 305 S East St Bloomington, IL 61701	08/30/2023	$17,019.51

P.O. NUMBER	SALES REP
2023 Lightbar Patrol	TJ

DESCRIPTION	QTY	RATE	AMOUNT
Bloomington Police Department - 2023 Ford Police Interceptor Utility Labor For Upfitting of Emergency Vehicle - Includes installation of all lighting and equipment.	1	3,495.00	3,495.00
Package -Whelen 54" Legacy Duo WeCanX Lights. Red/Blue with full flood take down and amber traffic advisor. -Hook Kit for a 2020-2022 Police Interceptor Utility -Whelen CenCom Core with Rotary Knob for siren and 3 position slide switch -100watt Speaker and bracket -OBD Intergration Cable for 2020+ Ford PIU -8 channel remote expansion module -Vehicle to Vehicle Sync	1	4,299.00	4,299.00T
Havis 2020 Ford Interceptor Utility Console Package - Includes Ford Interceptor Utility Specific Angled Console, Free Equipment Brackets & Filler Plates, Self Adjusting Cup Holders, OEM Parking Brake Cutout, OEM USB and lighter plug cutout, two (2) additional 12 volt sockets with wire and fuse, rocker switch or dual USB charge module cutout, Large Pad Adjustable Armrest, mounting holes for all Havis Computer Mounting Solutions, 1 Mic Bracket with clip and 1 additional Mic Clip for PA	1	943.45	943.45
Havis 2020 Ford Interceptor Utility Angled Low profile console - equipment brackets included, cup holders and arm rests not included	1	602.00	
Havis Side Mounted Swing-Away Flip Up Armrest	1	249.00	
Havis Self-Adjusting Double Cup Holder	1	67.00	
Havis Mic Clip Bracket	1	15.45	
Microphone clip	2	5.00	
Vehicle Power Center - Includes all wire, loom, heat shrink, butt connectors, fuses, fuse holders, zip ties and all other shop supplies.	1	350.00	350.00T

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DESCRIPTION	QTY	RATE	AMOUNT
Anti-Theft Module - Ignition Override System	1	199.00	199.00T
Antenna Mast and 17’ Antenna Cable with Mini UHF Connector Bundle	1	127.00	127.00
Westin Electronic Equipment Tray	1	499.00	499.00T
Whelen Micron Stud Mount - Red	1	149.00	149.00T
Whelen Micron Stud Mount - Blue	1	149.00	149.00T
Nova/Code 3 Microdash Self Contained Preemption Strobe	1	350.00	350.00T
Code 3 M180 Side Mirror Bundle, 1- RW, 1-BW Mounted Under Side Mirrors. White activation In Drive, Color in park - PIU Mounts	1	411.99	411.99
Code 3 M180 LED Intersection/Takedown Multicolor Lighthead (Red/White Split)	1	173.00	
Code 3 M180 LED Intersection/Takedown Multicolor Lighthead (Blue/White Split)	1	185.00	
Code3 M180 Pair of M180 Intersection Light Bracket, Below Side Mirror, 2020 PIU	1	53.99	
Whelen® ION T Super-LED™ Lighthead Solo -Single Color 1Red - 1Blue - With L-Brackets (Cargo Windows)	1	338.00	338.00
Whelen® ION T Super-LED™ Lighthead - BLUE	1	149.00	
Whelen® ION T Super-LED™ Lighthead - RED	1	149.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Whelen® ION T Super-LED™ Lighthead Solo -Single Color 1Red - 1Blue - With L-Brackets (License Plate)	1	338.00	338.00
Whelen® ION T Super-LED™ Lighthead - RED	1	149.00	
Whelen® ION T Super-LED™ Lighthead - BLUE	1	149.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Package - Plastic Seat/Rear Partition, Front Partition, Window Bars	1	3,628.00	3,628.00
Pro-Gard - 2020 Ford Interceptor Utility Prisoner Transport Partition, Recessed Center Panel, Lower Extension Panels, Center Sliding Poly Window	1	1,131.00	
Pro-Gard Plastic Seat Replacement and Rear Cargo Barrier with 1/4" Polly Window. Includes Outboard Officer Safety Belts.	1	2,177.00	
Pro-Gard Steel Window Bars for prisoner compartment for 2020 Interceptor Utility (for use with OEM door panels only)	1	320.00	
Tiger Tough Tactical Seat Cover - Driver Only - 2020 Ford Interceptor Utility	1	210.00	210.00T
SoundOff Signal LED universal mount dome light. Red/White LEDs, white lens.	3	91.69	275.07T

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

DESCRIPTION	QTY	RATE	AMOUNT
Bloomington Police Department - 3M Reflective lettering, includes front driver and passenger door inside reflective striping	1	1,000.00	1,000.00T
Havis - Brother PocketJet Printer Mount for Ford Interceptor Utility. (Internal Console Mount)	1	258.00	258.00T

SUBTOTAL	17,019.51
TAX	0.00
TOTAL	$17,019.51

THANK YOU.

Accepted By

Accepted Date

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

DESCRIPTION	QTY	RATE	AMOUNT
Havis 11" Slide Out Locking Swing Arm with Motion Adapter computer mount for angled low profile consoles	1	315.00	
Package - Plastic Seat/Rear Partition, Front Partition,	1	3,308.00	3,308.00
ProGard Dodge Durango Center Sliding Poly Window 6700SSP Series, Space Saver Plus Prisoner Transport Partition, Includes Recessed Panel and Lower Extension Panels	1	1,131.00	
Pro-Gard Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier and Outboard Seat Belts	1	2,177.00	
Whelen® ION T Super-LED™ Lighthead DUO - 1 Red/White, 1 Blue/White- With L-Brackets (Grille Lights)	1	358.00	358.00
Whelen® ION T Super-LED™ Lighthead DUO-Blue/White	1	159.00	
Whelen® ION T Super-LED™ Lighthead DUO-RedWhite	1	159.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Whelen® ION T Super-LED™ Lighthead Solo -Single Color 1Red - 1Blue - With L-Brackets (Cargo Windows)	1	338.00	338.00
Whelen® ION T Super-LED™ Lighthead - BLUE	1	149.00	
Whelen® ION T Super-LED™ Lighthead - RED	1	149.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Whelen® ION T Super-LED™ Lighthead Solo -Single Color 1Red - 1Blue - With L-Brackets (License Plate)	1	338.00	338.00
Whelen® ION T Super-LED™ Lighthead - RED	1	149.00	
Whelen® ION T Super-LED™ Lighthead - BLUE	1	149.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Whelen Howler 100watt Low Frequency Amp and Single Speaker with universal mounting kit.	1	650.00	650.00T
Federal Signal Siren Speaker and Bracket Package	1	234.99	234.99
Nova/Code 3 Microdash Self Contained Preemption Strobe	1	350.00	350.00T
TigerTough - Driver Side Seat Cover Only - Tactical Black	1	199.00	199.00T
Bloomington Police Department Graphics Package	1	1,000.00	1,000.00T

SUBTOTAL	16,500.44
TAX	0.00
TOTAL	$16,500.44

THANK YOU.

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Accepted By

Accepted Date

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

ORIGINAL

Purchase Order

Fiscal Year 2024

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20240252-00

Delivery must be made within doors of specified destination.

BILL TO

CITY OF BLOOMINGTON
ACCOUNTS PAYABLE
PO BOX 3157
BLOOMINGTON, IL 61702-3157
(309) 434-2334

VENDOR

PUBLIC SAFETY DIRECT INC
4614 137TH STREET
CRESTWOOD IL 60418

SHIP TO

BLOOMINGTON POLICE DEPARTMENT
305 SOUTH EAST STREET
BLOOMINGTON IL 61701

309-434-2350

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
7083891896			

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/13/2023	5812			POLICE ADMINISTRATION

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	VEHICLES/PARTS/ACCESSORIES				
1	Automotive Accessories, Controls & Parts	1.0	EACH	$172,867.24	$172,867.24
	******** GL SUMMARY ********				
	10015110 - 72130 ***172,867.24***				

Packing slip must accompany all shipments. ALL TERMS & CONDITIONS LISTED ON THE CITY OF BLOOMINGTON WEBSITE APPLY (www.cityblm.org/terms). The City reserves the right to cancel this order if delivery is not made by agreed-upon delivery date. Ship F.O.B. Bloomington, IL, or preapproved best value.

The City of Bloomington is exempt by statute from payment of all federal, state, and municipal excise, sales, and other taxes. Federal ID and tax exemption number is 37-6001563. State of Illinois tax exemption number is E9994-9903.

THE CITY OF BLOOMINGTON IS AN EQUAL OPPORTUNITY EMPLOYER.

Carla A Murillo

Procurement Manager

PO Total **$172,867.24**

DocuSign Envelope ID: 10EB2C8B-2BE3-419A-8A27-7B00329B7A54

CITY OF Bloomington ILLINOIS

Legal Department
Procurement Division

DATE: October 13, 2023
TO: Tim Gleason, City Manager
FROM: Misty Shafer, Senior Procurement Specialist
RE: Request for change order to PO 20240252 for changes in the upfitting to one Police Vehicle

Originally approved the upfitting of 12 Police Vehicle on 9/12/23 in the amount of $172,867.24. The Police Department since decided to utilize one of the 2023 Dodge Durangos as a K-9 Patrol unit instead of a normal patrol vehicle. Due to this change, we need request a change order in the amount of $4,955.00 for the difference in upfitting items needed. The detailed change items can be seen on the attached Estimate 6550 from Public Safety Direct, Inc.

Funds are available in the 10015110-72130 accounts.

The current City Code allows the City Manager to approve change orders under $5,000. Please acknowledge your concurrence.

10/13/2023 | 12:55 PM CDT

Tim Gleason
City Manager

109 E. Olive
PO Box 3157
Bloomington, Illinois 61702-3157
Procurement@cityblm.org

Phone: (309) 434-2330
Fax: (309) 434-2316
TTY (309) 829-5115

Public Safety Direct, Inc.
4614 W 137th Street
Crestwood, IL 60418 US
(708)389-1896
Sales@PublicSafetyDirect.com

Estimate 6550

ADDRESS	SHIP TO	DATE	TOTAL
Bloomington Police Department 305 S East St Bloomington, IL 61701	Bloomington Police Department 305 S East St Bloomington, IL 61701	10/12/2023	$4,955.00

P.O. NUMBER	SALES REP
K9 Durango Additional	TJ

DESCRIPTION	QTY	RATE	AMOUNT
Additional Labor cost for K9 Vehicle	1	1,200.00	1,200.00
Havis Standard K9 Transport System For 2011-2023 Dodge Durango – Black	1	4,968.00	4,968.00T
K9 Hot-N-Pop PRO Temperature Alarm & Door opening system. Includes horn activation, siren activation, light activation, Dual window drop and One door pop Remote with holster.	1	1,499.00	1,499.00T
Ace K9 Remote Pager System - Full Performance - Remote Pager with Roof Mount 10" Fiberglass Mast The remote pager has up to 1/2-Mile Range (2,640 Feet) performance is dependent on the antenna configuration.	1	357.00	357.00T
Ace K9 10" Fan, Activation Module, Manual Switch & Materials - 10" Fan for all vehicles with undersize window openings such as Dodge Charger, Magnum, 2015 Tahoe, Ford Police Interceptor, Activation Module, Manual Switch & Materials	1	239.00	239.00T
Credit for prisoner compartment equipment on EST 6452	1	-3,308.00	-3,308.00

SUBTOTAL	4,955.00
TAX	0.00
TOTAL	$4,955.00

THANK YOU.

Accepted By

Accepted Date 10/13/2023 | 2:08 PM CDT

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

Purchase Order

CITY OF Bloomington ILLINOIS

Fiscal Year 2024

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20240252-01

Delivery must be made within doors of specified destination.

BILL TO

CITY OF BLOOMINGTON
ACCOUNTS PAYABLE
PO BOX 3157
BLOOMINGTON, IL 61702-3157
(309) 434-2334

VENDOR

PUBLIC SAFETY DIRECT INC
4614 137TH STREET
CRESTWOOD IL 60418

SHIP TO

BLOOMINGTON POLICE DEPARTMENT
305 SOUTH EAST STREET
BLOOMINGTON IL 61701

309-434-2350

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
7083891896			

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/13/2023	5812			POLICE ADMINISTRATION

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	VEHICLES/PARTS/ACCESSORIES				
1	Automotive Accessories, Controls & Parts	1.0	EACH	$177,822.24	$177,822.24
	Change Order to increase PO by $4955.00 due to changes in the upfitting to one Police Vehicle				
	* * * * * * * * GL SUMMARY * * * * * * * *				
	10015110 - 72130 ***177,822.24***				

Change Order

Packing slip must accompany all shipments. ALL TERMS & CONDITIONS LISTED ON THE CITY OF BLOOMINGTON WEBSITE APPLY (www.cityblm.org/terms). The City reserves the right to cancel this order if delivery is not made by agreed-upon delivery date. Ship F.O.B. Bloomington, IL, or preapproved best value.

The City of Bloomington is exempt by statute from payment of all federal, state, and municipal excise, sales, and other taxes. Federal ID and tax exemption number is 37-6001563. State of Illinois tax exemption number is E9994-9903.

THE CITY OF BLOOMINGTON IS AN EQUAL OPPORTUNITY EMPLOYER.

Carla A Murillo

Procurement Manager

PO Total **$177,822.24**

Public Safety Direct, Inc.
4614 W 137th Street
Crestwood, IL 60418 US
(708)389-1896
Sales@PublicSafetyDirect.com

Estimate 6452

ADDRESS	SHIP TO	DATE	TOTAL
Bloomington Police Department 305 S East St Bloomington, IL 61701	Bloomington Police Department 305 S East St Bloomington, IL 61701	08/17/2023	**$17,701.00**

P.O. NUMBER	SALES REP
2023 Durango Patrol	TJ

DESCRIPTION	QTY	RATE	AMOUNT
Bloomington Police Department - 2023 Dodge Durango Patrol Labor For Upfitting of Emergency Vehicle - Includes installation of all lighting and equipment.	1	3,595.00	3,595.00
Vehicle Power Center - Includes all wire, loom, heat shrink, butt connectors, fuses, fuse holders, zip ties and all other shop supplies.	1	350.00	350.00T
Package -Whelen 54" Legacy Duo WeCanX Lights. Red/Blue with full flood take down and amber traffic advisor. -Hook Kit for a 2020-2022 Police Interceptor Utility -Whelen CenCom Core with Rotary Knob for siren and 3 position slide switch -100watt Speaker and bracket -OBD Intergration Cable for 2020+ Ford PIU -8 channel remote expansion module -Vehicle to Vehicle Sync	1	4,299.00	4,299.00T
Havis 2021 Dodge Durango PPV Console Package - Includes Durango Console, Free Equipment Brackets & Filler Plates, Self Adjusting Cup Holders, OEM Parking Brake Cutout, OEM USB and lighter plug cutout, two (2) additional 12 volt sockets with wire and fuse, rocker switch or dual USB charge module cutout, Large Pad Adjustable Armrest, mounting holes for all Havis Computer Mounting Solutions, 1 Mic Bracket with clip and 1 additional Mic Clip for PA	1	1,480.45	1,480.45
Vehicle Specific 23" Console for 2021 Dodge Durango (Police Package)	1	599.00	
Havis Side Mounted Swing-Away Flip Up Armrest	1	249.00	
Havis Self-Adjusting Double Cup Holder	1	67.00	
Havis Mic Clip Bracket	1	15.45	
Microphone clip	2	5.00	
Havis - Heavy duty side mount telescoping pole, 8.5"	1	225.00	

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

DESCRIPTION	QTY	RATE	AMOUNT
Havis 11" Slide Out Locking Swing Arm with Motion Adapter computer mount for angled low profile consoles	1	315.00	
Package - Plastic Seat/Rear Partition, Front Partition,	1	3,308.00	3,308.00
ProGard Dodge Durango Center Sliding Poly Window 6700SSP Series, Space Saver Plus Prisoner Transport Partition, Includes Recessed Panel and Lower Extension Panels	1	1,131.00	
Pro-Gard Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier and Outboard Seat Belts	1	2,177.00	
Whelen® ION T Super-LED™ Lighthead DUO - 1 Red/White, 1 Blue/White- With L-Brackets (Grille Lights)	1	358.00	358.00
Whelen® ION T Super-LED™ Lighthead DUO-Blue/White	1	159.00	
Whelen® ION T Super-LED™ Lighthead DUO-RedWhite	1	159.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Whelen® ION T Super-LED™ Lighthead Solo -Single Color 1Red - 1Blue - With L-Brackets (Cargo Windows)	1	338.00	338.00
Whelen® ION T Super-LED™ Lighthead - BLUE	1	149.00	
Whelen® ION T Super-LED™ Lighthead - RED	1	149.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Whelen® ION T Super-LED™ Lighthead Solo -Single Color 1Red - 1Blue - With L-Brackets (License Plate)	1	338.00	338.00
Whelen® ION T Super-LED™ Lighthead - RED	1	149.00	
Whelen® ION T Super-LED™ Lighthead - BLUE	1	149.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Whelen Howler 100watt Low Frequency Amp and Single Speaker with universal mounting kit.	1	650.00	650.00T
Federal Signal Siren Speaker and Bracket Package	1	234.99	234.99
Nova/Code 3 Microdash Self Contained Preemption Strobe	1	350.00	350.00T
TigerTough - Driver Side Seat Cover Only - Tactical Black	1	199.00	199.00T
Bloomington Police Department Graphics Package	1	1,000.00	1,000.00T
Whelen Outer Edge Rear Pillar Mount. SOLO Red/Blue for 2021+ Dodge Durango	1	902.00	902.00T
Santa Cruz Model SC-915-5-A / Partition Wall Set Up, Vertical single rifle rack Partition wall	1	298.56	298.56T

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

SUBTOTAL	17,701.00
TAX	0.00
TOTAL	$17,701.00

THANK YOU.

Accepted By

Accepted Date

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

Public Safety Direct, Inc.
4614 W 137th Street
Crestwood, IL 60418 US
(708)389-1896
Sales@PublicSafetyDirect.com

Estimate 6491

ADDRESS	SHIP TO	DATE	TOTAL
Bloomington Police Department 305 S East St Bloomington, IL 61701	Bloomington Police Department 305 S East St Bloomington, IL 61701	08/30/2023	**$18,220.51**

P.O. NUMBER	SALES REP
2023 Lightbar Patrol	TJ

DESCRIPTION	QTY	RATE	AMOUNT
Bloomington Police Department - 2023 Ford Police Interceptor Utility Labor For Upfitting of Emergency Vehicle - Includes installation of all lighting and equipment.	1	3,495.00	3,495.00
Package -Whelen 54" Legacy Duo WeCanX Lights. Red/Blue with full flood take down and amber traffic advisor. -Hook Kit for a 2020-2022 Police Interceptor Utility -Whelen CenCom Core with Rotary Knob for siren and 3 position slide switch -100watt Speaker and bracket -OBD Intergration Cable for 2020+ Ford PIU -8 channel remote expansion module -Vehicle to Vehicle Sync	1	4,299.00	4,299.00T
Havis 2020 Ford Interceptor Utility Console Package - Includes Ford Interceptor Utility Specific Angled Console, Free Equipment Brackets & Filler Plates, Self Adjusting Cup Holders, OEM Parking Brake Cutout, OEM USB and lighter plug cutout, two (2) additional 12 volt sockets with wire and fuse, rocker switch or dual USB charge module cutout, Large Pad Adjustable Armrest, mounting holes for all Havis Computer Mounting Solutions, 1 Mic Bracket with clip and 1 additional Mic Clip for PA	1	943.45	943.45
Havis 2020 Ford Interceptor Utility Angled Low profile console - equipment brackets included, cup holders and arm rests not included	1	602.00	
Havis Side Mounted Swing-Away Flip Up Armrest	1	249.00	
Havis Self-Adjusting Double Cup Holder	1	67.00	
Havis Mic Clip Bracket	1	15.45	
Microphone clip	2	5.00	
Vehicle Power Center - Includes all wire, loom, heat shrink, butt connectors, fuses, fuse holders, zip ties and all other shop supplies.	1	350.00	350.00T

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

DESCRIPTION	QTY	RATE	AMOUNT
Anti-Theft Module - Ignition Override System	1	199.00	199.00T
Antenna Mast and 17’ Antenna Cable with Mini UHF Connector Bundle	1	127.00	127.00
Westin Electronic Equipment Tray	1	499.00	499.00T
Whelen Micron Stud Mount - Red	1	149.00	149.00T
Whelen Micron Stud Mount - Blue	1	149.00	149.00T
Nova/Code 3 Microdash Self Contained Preemption Strobe	1	350.00	350.00T
Code 3 M180 Side Mirror Bundle, 1- RW, 1-BW Mounted Under Side Mirrors. White activation In Drive, Color in park - PIU Mounts	1	411.99	411.99
Code 3 M180 LED Intersection/Takedown Multicolor Lighthead (Red/White Split)	1	173.00	
Code 3 M180 LED Intersection/Takedown Multicolor Lighthead (Blue/White Split)	1	185.00	
Code3 M180 Pair of M180 Intersection Light Bracket, Below Side Mirror, 2020 PIU	1	53.99	
Whelen® ION T Super-LED™ Lighthead Solo -Single Color 1Red - 1Blue - With L-Brackets (Cargo Windows)	1	338.00	338.00
Whelen® ION T Super-LED™ Lighthead - BLUE	1	149.00	
Whelen® ION T Super-LED™ Lighthead - RED	1	149.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Whelen® ION T Super-LED™ Lighthead Solo -Single Color 1Red - 1Blue - With L-Brackets (License Plate)	1	338.00	338.00
Whelen® ION T Super-LED™ Lighthead - RED	1	149.00	
Whelen® ION T Super-LED™ Lighthead - BLUE	1	149.00	
Whelen Universal "L" Mounting Bracket for One TLI™ Lighthead	2	20.00	
Package - Plastic Seat/Rear Partition, Front Partition, Window Bars	1	3,628.00	3,628.00
Pro-Gard - 2020 Ford Interceptor Utility Prisoner Transport Partition, Recessed Center Panel, Lower Extension Panels, Center Sliding Poly Window	1	1,131.00	
Pro-Gard Plastic Seat Replacement and Rear Cargo Barrier with 1/4" Polly Window. Includes Outboard Officer Safety Belts.	1	2,177.00	
Pro-Gard Steel Window Bars for prisoner compartment for 2020 Interceptor Utility (for use with OEM door panels only)	1	320.00	
Tiger Tough Tactical Seat Cover - Driver Only - 2020 Ford Interceptor Utility	1	210.00	210.00T
SoundOff Signal LED universal mount dome light. Red/White LEDs, white lens.	3	91.69	275.07T

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

DESCRIPTION	QTY	RATE	AMOUNT
Bloomington Police Department - 3M Reflective lettering, includes front driver and passenger door inside reflective striping	1	1,000.00	1,000.00T
Havis - Brother PocketJet Printer Mount for Ford Interceptor Utility. (Internal Console Mount)	1	258.00	258.00T
Whelen Outer Edge Rear Pillar Mount. SOLO Red/Blue for 2020 Ford Police Interceptor Utility	1	902.00	902.00T
Santa Cruz Model SC-915-5-A / Partition Wall Set Up, Vertical single rifle rack Partition wall	1	299.00	299.00T

SUBTOTAL	18,220.51
TAX	0.00
TOTAL	$18,220.51

THANK YOU.

Accepted By

Accepted Date

ACH Direct Deposit is our preferred payment method; please call or send your direct deposit forms for quick payment processing.

CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: Town of the City of Bloomington

SUBJECT: Consideration and Action on Approving an Intergovernmental Agreement between the City of Bloomington and the County of Mclean for Use of the City of Bloomington Police Shooting Range, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

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

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

BACKGROUND: In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen miles east of Bloomington on Route 9.

An intergovernmental agreement was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the County of McLean. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commissions.

The current intergovernmental agreement expires December 31, 2023. A new agreement is proposed. The rate for the County of McLean is $8,221.98 and represents payment for use from January 1, 2024, to December 31, 2024. This is a one-year agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal and County of McLean

FINANCIAL IMPACT: If approved, McLean County will pay $8,221.98 for the use of the Police Range in calendar year 2024. The revenue will be recorded under the Police-McLean County account (10015110-53320). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 233.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Amber Bishler, Office Manager

ATTACHMENTS:
PD 2B Agreement_McLean County

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE COUNTY OF MCLEAN
REGULATING THE USE BY THE COUNTY OF MCLEAN
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, the City of Bloomington and the County of McLean desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the McLean County Board and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The County of McLean Police Agency.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by December 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. After a reasonably sufficient time to correct scheduling conflicts/issues, the Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if requested. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range, along with a copy of each officer's certification and/or credentials showing they are properly certified as range safety officers pursuant to the laws, regulations, and training requirements set forth for such certification. Failing to provide the list and necessary certifications and/or credentials or to keep said list and information current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range and use of the indoor range building are not included in this agreement.

Pistol ammunition is the only ammunition authorized for use on the pistol side of the range. The pistol side of the range is that area immediately in front of the range shed and is equipped with target stands and lanes of fire. Any agency using rifle ammunition on the pistol range will be responsible for the cost of repair of any damage caused by rifle ammunition on the pistol range. Additionally, any agency using rifle ammunition on the pistol range may be subject to a $1000.00 fee for damages and clean up and constitutes a breach of this agreement which may result in suspension from using any of the range facilities for the remainder of the calendar year.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to willful or wanton negligence, intentional or illegal conduct, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range officer for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents ($8,221.98) for use of the facility for 2024. This fee shall be paid on January 1st of 2024 and shall represent payment for use from January 1, 2024 until December 31, 2024. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive $280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of $1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2024 and terminating on December 31, 2024. First payment is due January 1, 2024.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

October 12, 2023
Date

COUNTY OF MCLEAN

By: Catherine L. Matsker
Chairman, McLean County Board

By: _____
Sheriff, McLean County

ATTEST: Kathy Michael
McLean County Clerk

_____
Date

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST: _____
Bloomington City Clerk

CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving an Intergovernmental Agreement between the City of Bloomington and the Town of Normal for the use of the City of Bloomington Police Shooting Range, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

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

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

BACKGROUND: In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen miles east of Bloomington on Route 9.

An intergovernmental agreement was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the Town of Normal. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commissions.

The current intergovernmental agreement will expire on December 31, 2023. A new agreement is proposed. The rate for the Town of Normal is $8,221.98 and represents payment for use from January 1, 2024, to December 31, 2024. This is a one-year agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal and County of McLean

FINANCIAL IMPACT: If approved, the Town of Normal will pay $8,221.98 for the use of the Police Range in calendar year 2024. The revenue will be recorded under the Police Department- Town of Normal account (10015110-53350). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 233.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Amber Bishler, Office Manager

ATTACHMENTS:
PD 3B Agreement_Normal

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE TOWN OF NORMAL
REGULATING THE USE BY THE TOWN OF NORMAL
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the City of Bloomington and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the Board of Trustees of the Town of Normal and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The Town of Normal.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by December 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. After a reasonably sufficient time to correct scheduling conflicts/issues, the Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if requested. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range, along with a copy of each officer's certification and/or credentials showing they are properly certified as range safety officers pursuant to the laws, regulations, and training requirements set forth for such certification. Failing to provide the list and necessary certifications and/or credentials or to keep said list and information current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range and use of the indoor range building are not included in this agreement.

Pistol ammunition is the only ammunition authorized for use on the pistol side of the range. The pistol side of the range is that area immediately in front of the range shed and is equipped with target stands and lanes of fire. Any agency using rifle ammunition on the pistol range will be responsible for the cost of repair of any damage caused by rifle ammunition on the pistol range. Additionally, any agency using rifle ammunition on the pistol range may be subject to a $1000.00 fee for damages and clean up and constitutes a breach of this agreement which may result in suspension from using any of the range facilities for the remainder of the calendar year.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to willful or wanton negligence, intentional or illegal conduct, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range officer for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents ($8,221.98) for use of the facility for 2024. This fee shall be paid on January 1st of 2024 and shall represent payment for use from January 1, 2024, until December 31, 2024. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive $280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of $1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2024, and terminating on December 31, 2024. First payment is due January 1, 2024.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

November 7, 2023
Date

TOWN OF NORMAL

By: Christopher Koos
Mayor

ATTEST: _____
Normal Town Clerk

_____
Date

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST: _____
Bloomington City Clerk

CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving a Three-year Service Agreement for the maintenance and support of the City's video security cameras and associated wireless radio network provided by Scientel Solutions, LLC, up to the amount of $442,960.21, as requested by the Information Technology Department and the Police Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND:
This Agreement aims to comprehensively support our city-wide camera system, ensuring its optimal performance, and doing so in the most cost-efficient manner. With the current count of over 270 cameras, and with ongoing expansion, our existing resources have grappled with effectively managing this system. Presently, multiple departments, including IT, Police, Public Works, and Parks, contribute collectively to supporting the system.

Scientel Solutions will furnish technical expertise, a proficient team of technicians, necessary equipment (including bucket trucks), live monitoring, and a responsive troubleshooting system, offering complete support for Bloomington City's security camera and Point-to-Point (PtP) network. This partnership alleviates the burden on other department staff for troubleshooting, preventing scheduling conflicts, and enabling them to concentrate on their respective tasks. Most importantly, public safety cameras in use by the Police Department require a consistently operational, robust security camera network to ensure maximum uptime.

Under this agreement, Scientel manages the onboarding of all cameras, verifies their locations, schedules initial inspections by technicians, continuously monitors wireless network links, conducts annual camera cleaning and alignment, and offers remote and onsite troubleshooting for cameras or wireless networks. Maintaining a spare pool of critical cameras and wireless equipment enables Scientel technicians to swiftly replace unusable hardware during service calls if needed.

Scientel's recent engineering and installation of wireless radios, along with their extensive system knowledge, ensure top-notch support and performance. Their preparedness with spare radio equipment leads to cost savings and maximum uptime. Our prior experiences

underscore Scientel's exceptional quality of work and reliability.

The estimated costs for three years are as follows:

- Year 1 Total: $111,962.00
- Year 2 Total: $117,560.10
- Year 3 Total: $123,438.11
- 3-Year Total Estimated Cost for current cameras: $352,960.21

The three-year estimated cost covers the hardware specified at the contract's execution. Additional cameras added during the year will increase annual expenses. The support cost for each camera is determined by its defined tier level set by the City, varying in urgency and response time. The City of Bloomington will determine additional cameras and their tier placement. Pricing for additional cameras is locked for the agreement's term and outlined in the proposal.

We expect to incorporate more than 60 cameras within the next year, thereby augmenting the proposed expenses associated with integrating them into our system. Based on projections, the collective effect of these additional cameras is estimated to contribute approximately $30,000 annually to this agreement. The precise amount will be contingent upon the activation timeline of these cameras. As a result, the anticipated three-year cost is estimated to reach up to $442,960.21.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a Purchase Order with Scientel Solutions, LLC, for a total amount of $141,962.00, will be created for FY 2024. This Item is included in the FY 2024 Budget under the Information Technology - Capital Outlay Office and Computer Equipment account (10011610-72120). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 169. If approved, the Information Technology Department will includes the amounts for FY 2025 & FY 2026 in those respective budgets.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Craig McBeath, IT Director

ATTACHMENTS:
IT 2B Agreement
IT 2D Limited Source Justification

City of Bloomington, IL

3-Year Camera Maintenance & Support

V4

November 30th, 2023

Submitted To:
City of Bloomington, IL
Craig McBeath
Director of Information Technology
cmcbeath@cityblm.org
309-434-2257

Submitted By:
Scientel Solutions LLC
Glenn Luckman
Vice President of Sales
312-877-4280
Gluckman@scientelsolutions.com

Scientel Solutions LLC Proprietary & Confidential`

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1. INTRODUCTION

Scientel Solutions LLC (Scientel) is pleased to present this proposal response to the City of Bloomington, IL (Bloomington) for the maintenance and support of the City's video security cameras and their Cambium PtP Links. A fully functional security camera network is critical to ensure the public safety and ongoing operations of Bloomington. We recognize the vital importance of the camera network. We view our objective as to offer full support for the camera system and ensure that it continues to perform at peak functionality. Scientel has technical expertise, staff of technicians, equipment, live monitoring and trouble response system in place to fully support the Bloomington security camera and Point to Point (PtP) network. With our base of operations in Aurora, we can service all the cameras and PtP links in Bloomington.

This proposal offers regular scheduled cleaning and maintenance for the network of security cameras in the Bloomington camera network. In addition, we will respond to service calls should any of the cameras have issues or fail, according to the schedule of response times laid out in the response time chart.

Response times for this proposal will be the next day depending on the criticality of the camera. Based on the camera's tier allocation, a cleaning may be required 1 or 2 times per year as detailed in the tier level. Following the yearly inspections, Scientel will make migration recommendations to Bloomington and can install replacement cameras as needed based on customer approved Work Orders (WO's).

2. SCOPE OF WORK – CAMERA & POINT TO POINT (PTP) LINK SUPPORT & MAINTENANCE

Scientel Solutions LLC will conduct the following services for the City of Bloomington, IL:

- **Project Kickoff:**
  - Scientel will provide a Project Manager to oversee the project entirely, including scheduling project kickoff, ordering of equipment, scheduling of technicians, and arranging the installation processes.
  - Determine all camera equipment locations and facility access by establishing a point of contact (POC) for each location.

- **Continuous Monitoring:** Up/Down of Cameras & PtP Links
  - Scientel will work with Bloomington to establish VPN tunnel for connectivity to the VMS to ping cameras for up/down only.
  - Scientel will work with Bloomington to establish VPN tunnel for connectivity to PtP Links to ping for connectivity checks.

- **Initial Camera Inspections:**
  - Any deficiencies recorded during the inspection will be reported by the field technician to Bloomington's POC as well as Scientel's NOC that will then schedule next steps as applicable:
    - Create a NOC support ticket.
    - Schedule further camera troubleshooting
    - Handle the RMA process by returning the camera to the manufacturer for repairs or replacement if under warranty.
    - Scientel PM to submit a Work Order to the Bloomington POC and financial decision maker when cameras need replacement and are out of warranty.
    - The Work Order will cover the procurement and shipping of a new Camera. Installation and testing to the satisfaction of the end user will be free of charge per the service agreement.

- **Site Specific Scope of Work – Camera Cleanings:**
  - Scientel will reach out to the City of Bloomington POC to gain site access at every location and work out a maintenance schedule for an annual cleaning.
  - Six months after the first camera cleaning, Scientel will provide Bloomington with a list of cameras that would require a more frequent interval than annually.
  - Upon arrival the crew will check in with the POC and proceed with accessing the camera location at the facility.
  - The crew is to arrive equipped with the necessary tools to complete the required cleaning of the cameras.
  - Tasks to be performed: check cabling, gaskets and connectors to verify that everything is in proper working condition, log into the camera and take a pre-cleaning screenshot of the existing field of view, collect before and after photos as proof of record.

- **Site Specific Scope of Work – Camera Troubleshooting:**
  - Ping the Camera for discovery: This will be the first step in troubleshooting the camera that is down or is having issues. If we still cannot connect to the camera we will move on to other methods of troubleshooting.
  - Check the Cabling: If the camera's link and/or activity lights aren't blinking, it's likely a cable. The crew will use a cable tester to test the cabling or use a known good cable to connect to the camera and see if the camera connects.
  - Verify Camera Power and Connection: To troubleshoot, the crew will connect the camera into a suitable PoE injector or midspan to see if that is the problem.
  - Reboot the camera: The crew will remove power, wait 10 or 15 seconds, and then restore power.
  - Upgrade Firmware: If the camera is powered up, on-line and still unreachable, the crew will check the firmware of the camera against the current firmware available. If out of date, upgrading the firmware so be a solution.
  - Factory Default the Camera: The technician on site can set the camera back to the factory settings to see if the camera comes back online after they have tried all the above troubleshooting steps.

Table 1 - Current Bloomington Camera Network Equipment Counts:

Camera Equipment	Qty
AXIS A8105-E Network Video Door Station	3
AXIS D2110-VE Security Radar	4
AXIS M3005 Network Camera	16
AXIS M3006 Network Camera	1
AXIS M3007 Network Camera	4
AXIS M3016 Network Camera	5
AXIS M3044-V Network Camera	2
AXIS M3045-V Network Camera	1
AXIS M3047-P Network Camera	1
AXIS M3058-PLVE Fixed Dome Network Camera	18
AXIS M4308-PLE Panoramic Camera	12
AXIS M5525-E PTZ Dome Network Camera	12
AXIS P3225-LV Mk II Network Camera	2
AXIS P3225-LVE Mk II Network Camera	16
AXIS P3235-LV Mk II Network Camera	1
AXIS P3367 Fixed Dome Network Camera	6
AXIS P3707-PE Network Camera	8
AXIS P3715-PLVE Network Camera	2
AXIS P3717-PLE Network Camera	8
AXIS P3719-PLE Network Camera	84
AXIS P3727-PLE Panoramic Camera	4
AXIS P3807-PVE Network Camera	2
AXIS P3818-PVE Network Camera	2
AXIS P7216 Video Encoder	12

Scientel Solutions LLC Proprietary & Confidential`

Camera Equipment	Qty
AXIS Q1785-LE Network Camera	1
AXIS Q1786-LE Network Camera	1
AXIS Q1798-LE Network Camera	5
AXIS Q3505 Fixed Dome Network Camera	4
AXIS Q3708-PVE Network Camera	3
AXIS Q3709-PVE Network Camera	3
AXIS Q6045 Mk II PTZ Dome Network Camera	6
AXIS Q6100-E Network Camera	4
AXIS Q6114-E PTZ Dome Network Camera	6
AXIS Q6125-LE PTZ Dome Network Camera	2
AXIS Q6135-LE PTZ Network Camera	1
AXIS Q6315-LE PTZ Network Camera	1
Canon VB-S30D	1
VistaCCTV VMI-2MPX23IR-SMW	1
TOTAL	**265**

Site Specific Scope of Work – PtP Links Maintenance & Support

The Equipment supported under this Agreement is listed in table 3 of this document below. This Equipment list will be amended if and as necessary should any Equipment be added or removed from network. The Equipment is located at Bloomington locatations previously installed by Scientel.

Table 3: PtP Links Supported

Link	Link Description	Link Hardware
1.	Woodhill to Washington-Clinton	(2) Cambium PtP670 Radios
2.	Woodhill to Main-Oak Creek	(2) Cambium PtP450b High Gain Radios
3.	Woodhill to Center-Oakland	(1) Cambium PmP450b Radio & (1) Cambium PmP450i AP
4.	Woodhill to Market-Wylie	(1) Cambium PmP450b High Gain Radio & same Cambium PmP450i AP as above
5.	Woodhill to Market-Brock	(1) Cambium PmP450b High Gain Radio & same Cambium PmP450i AP as above
6.	BCPA to Main-Mulberry	(2) Cambium PtP450b Radios
7.	Main-Mulberry to Main Mid 500	(1) Cambium PmP450b Radio & (1) Cambium PmP450i AP
8.	Main-Mulberry to Main-Market	(1) Cambium PmP450b & same Cambium PmP450i AP as above
9.	FHQ to Market-Morris	(2) Cambium PtP450i Radios
10.	FHQ to Washington-Lee	(2) Cambium PtP450i Radios

Bloomington obligations under this PtP Support Agreement:

- Taking reasonable steps to resolve issues prior to contacting Scientel for support, including performing basic troubleshooting and other diagnostics intended to identify and isolate the root causes of equipment and service performance issues such as:
  - Symptoms, diagnostic data, and relevant system logs
  - Error messages or other system-provided information
  - Scope of the issue (single user, sector, site, or entire network)
  - Relevant network information, such as IP addresses
  - Date and time of the problem, as well as the subscriber affected
  - A summary of recent events that could have impacted the problem (configuration changes, upgrades, routine maintenance, strong weather, etc.)
  - Any work performed to try to minimize or repair the problem
  - Contact information for the person responsible for the issue
- Should Scientel be required to dispatch personnel to a site, Bloomington shall assure that Scientel personal have timely and complete access to the site for the purpose of resolving the issue.

On site field support services for the PtP links will consist primarily of the following:

- Dispatched technical resources to perform required on-site technical support work for the equipment covered under this agreement.

If at any time during the initial response or restoration period it becomes apparent that on-site support from Scientel is required, the Scientel NOC will:

- Advise Bloomington of the need to dispatch field personnel to a site;
- Advise Bloomington as to the root cause issue(s) it either suspects or has confirmed has caused, or is contributing to, any service or equipment malfunction;
- If Bloomington will incur charges associated with any field services dispatch, Scientel shall promptly provide an estimate of the charges that will apply for the dispatch. Such charges may include labor, travel, shipping and other miscellaneous expenses associated with the onsite repair.
- Request approval from Bloomington to dispatch personnel to the effected site, for non-contracted services or outages.

Hardware RMA Process

- Scientel provided equipment is designed to provide long-term and reliable service to Bloomington. In the event of a hardware defect, Scientel under this Support Agreement agrees to provide a Return Material Authorization (RMA) process for Equipment that has failed or otherwise needs to be returned to the manufacturer for warranty repair or replacement, or to Scientel for non-warranty replacement. In most cases Scientel will be the party removing and replacing the non-functioning Equipment.
- In cases in which Bloomington chooses to submit defective Equipment via the RMA process, Bloomington shall contact Scientel's Help Desk and request an RMA number and instructions. Upon receipt of the defective Equipment, Scientel will perform an analysis to determine the nature of fault and either (a) return it to the manufacturer if under warranty, or (b) repair or replace the Equipment as described in this Agreement. Manufacturer replacement and repair times are out of the Scientel's control and therefore intervals are subject to delays by the manufacturer. However Scientel will

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provide Bloomington frequent updates during the RMA process to keep Bloomington informed of progress on the repair and/or replacement of RMA'd Equipment.

3. SCOPE OF WORK – SPARE POOL

Scientel has prepared this section to describe how our team will handle the spare pool for the Axis and Cambium Hardware which can be utilized in the events of vandalism, acts of God, etc. where hardware is deemed unusable. The goal of this spare pool is to enable Scientel technicians to be able to swap out unusable hardware during a dispatch.

Axis Camera Spares:
Upon the project award, Scientel will work with Bloomington to procure a total of two spare cameras of models that will be mutually agreed upon with Bloomington.

Cambium PtP Spare Pool
In lieu of purchasing a ready spare for each of the Cambium PtP /PMP radios currently being utilized throughout the Bloomington PtP network, Scientel will be providing Bloomington access to our rotational spare pool which has all the Cambium PTP hardware in it.

Scientel will provide a quarterly update on the status of the Axis spare pool and provide separate quotes to Bloomington to replenish the spare pool as applicable.

4. ONGOING SUPPORT AND SERVICE TIER LEVELS

Scientel's Network Operation Center (NOC) will send out "Welcome Package" to each entity as a form of onboarding which discusses the process for engaging our ticketing system, troubleshooting and device replacement where applicable.

Scientel NOC Standard Support & Service Level Agreements with Current Bloomington Device Tier Counts:

Tier	Urgency/ Impact	Response Time	Qty	NOC Ticketing & Assignment
1	Critical / High Impact	Tier 1 = Within 24 hours regardless of Day of the Week	22	Ticketed within 15-min of alarm. Dispatch coordination as required.
2	Major / Moderate Impact	Tier 2 = Next Day (Including Saturdays)	0	Ticketed within 15-min of alarm. Dispatch coordination as required.
3	Minor /Minor impact	Tier 3 = Next Day (Business Day)	0	Ticketed within 15-min of alarm. Dispatch coordination as required.
4	Minor /Minor impact	Tier 4 = 5 Business Days	108	Ticketed within 15-min of alarm. Dispatch coordination as required.
A	Bucket Truck Dispatch	Elevated Devices = Next Business Day (8am-5pm)	135	Ticketed within 15-min of alarm. Dispatch coordination as required.

Scientel will work with Bloomington to confirm Tier Levels for each camera location.

5. METHOD OF SERVICES OPPERATION

- Scientel's PM will coordinate with the City on the schedules of camera cleanings and make any special arrangements as necessary for access to the cameras. Any issues detected during regular cleanings (camera is out of focus, cabling problem, etc.) will be corrected, if possible, on site. City personnel will be notified of defects.

- Issue Reporting and Problem Escalation
  - City of Bloomington will be provided with a telephone Hotline to report any problems or issues with cameras. Scientel will provide on-Call technical repair response on a 24x7x365 (Central Time) basis by calling the Scientel Support Call Center who shall enter a trouble ticket into the ticketing system and contact the Scientel On-Call technicians.
  - Once a trouble call is generated to the Scientel office or Scientel Support Call Center, Scientel will track the trouble call and will escalate such call to the next level responder in the event the initial responder does not confirm receipt of the trouble call.
  - Upon notification to the on-call technician, the technician will respond within the required response window. If additional support is required, Scientel will utilize a regional team that is fully trained and equipped to maintain the applicable equipment.
  - Any issues detected in remote monitoring of the cameras (pending customer approval with remote access to be agreed upon at a later date) will be promptly reported to City personnel, with a trouble ticket created for problem resolution as shown above.

6. LIMITATIONS, EXCLUSIONS, AND ASSUMPTIONS

- Scope of work allows for coordinated scheduled deployment and site access, any interruptions to project schedule may be subject to change order.
- Customer is responsible for any license or permit fees required by local ordinance
- Hardware Limitations & Exclusions:
  - Vandalism/abuse of the installed hardware and software.
  - 3rd party hardware or software changes made by customer after system acceptance.
  - Electricity service caused problems, such as lightning strikes, power surges or acts of God.
  - Acts of terrorism.
  - 3rd party vendor actions that cause loss of service (i.e. fiber cut, power grid failure, cable cut).
  - User induced damage including but not limited to damage to devices, or lost, broken cameras.
- The services to reinstall just the equipment from the spare pool as a result of the above limitations are included as part of this proposal.
- Assume Scientel will only be able to maintain and clean cameras that are located on traffic standards. Scientel will not be responsible for any infrastructure/cabling through the traffic standards.
- No tower climbs have been included in this proposal. Any dispatches that are required tower climbs will be invoiced on a T&M basis with the City of Bloomington's prior approval.

7. NON-WARRANTY & MAINTENANCE RELATED ITEMS

- All non-warranty related work authorized to be performed by Scientel technicians shall be performed at a preapproved amount.
- No work shall be performed unless Scientel has provided a written estimate to the customer and a written authorization (Purchase Order) has been received from Bloomington to perform the work.

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8. WARRANTY STATEMENT

Scientel Solutions LLC warrants that work will be performed in accordance with sound engineering practice and professional standards, but makes no other warranty, express or implied including the merchantability.

In the event of any error, omission, or other professional negligence or any breach of the above warranty of which Scientel Solutions LLC is notified in writing within 90 days after system acceptance, the sole and exclusive responsibility of Scientel Solutions LLC shall be to re-perform deficient work at its own expense, and Scientel Solutions LLC shall have no other liability whatsoever.

In no event shall Scientel Solutions LLC be liable, whether in contract or tort, including negligence, for loss of profit, loss of product, loss of use, or for indirect, consequential or special damages. The liability of Scientel Solutions LLC for injury or damage to persons or property arising out of this work shall not exceed the lesser of the total amount received by Scientel Solutions LLC pursuant to this contract or $1,000,000, whether in contract or tort, including negligence and shall not extend to liability arising out of the negligence or other fault of the client.

9. PRICING

Annual Pricing:

Item	Item Description	Extended Price
1	Camera Maintenance & Support	$120,350.00
2	PTP Maintenance & Support • Includes access to Scientel Cambium spares pool	$12,383.00
	Yearly Total	**$132,733.00**

One Time Camera Spares (Models TBD upon Project Award)	**$3,955.00**
One Time Managerial Discount	**($24,726.00)**
Year 1 Total	**$ 111,962.00**
Year 2 Total	**$ 117,560.10**
Year 3 Total	**$ 123,438.11**
3-Year Total	**$ 352,960.21**

Billing Milestones:

- 100% of the Yearly Total Upon the Commencement of each Support Year

10. ADDITIONAL CAMERA PRICING

If the City of Bloomington should add or remove cameras to their network, the pricing matrix below will be used to adjust the contract on a semi-annual basis.

Tier	Urgency/ Impact	Response Time	Annual Unit Cost
1	Critical / High Impact	Tier 1 = Within 24 hours regardless of Day of the Week	$500
2	Major / Moderate Impact	Tier 2 = Next Day (Including Saturdays)	$350
3	Minor /Minor impact	Tier 3 = Next Day (Business Day)	$300
4	Minor /Minor impact	Tier 4 = 5 Business Days	$200
A	*Bucket Truck Dispatch	Elevated Devices = Next Business Day (8am-5pm)	$650

*All sites requiring a bucket truck dispatch, defined as anything that is over 10ft and not on a rooftop, will be billed at the Tier A Bucket Truck Dispatch price per year to support that device. The device will be moved from it's previous Tier into Tier A, as such will not be billed at its original Tier + the Bucket Truck, it will just be billed at the Tier A Bucket Truck Dispatch per year.

11. TERMS, CONDITIONS, & ACCCEPTANCE

The initial term of this Agreement will be 1 year from customer acceptance. This Agreement will renew automatically on an annual basis with a 4% escalator following the initial term unless either Party provides 90 days written notice to the other party of its desire to terminate the Agreement at the end of the initial term. Scientel Solutions will accept a written Purchase Order (P.O.). Payment due 30 days after submission of invoice. This proposal is valid for 30 days.

If the above proposal and terms are accepted by the proposal recipient, please indicate as requested below. The completed document may be returned to Scientel with the necessary Purchase Order via email at Salesorder@scientelsolutions.com

Signature: _____ Date: ____/____/_____

Name (Print): _____ Title:

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:
Complete if a purchase is $5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State, or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: 5696 Scientel Solutions LLC	**Amount:** $ 352,960.21	**Date:** 11/29/2023

Description of item/services:
This is for a three-year agreement with Scientel Solutions for the maintenance and support of the City's video security cameras and their associated wireless radio links.

Justification:
Ensuring public safety and the smooth functioning of Bloomington City requires a robust security camera network. The goal of this agreement is to provide comprehensive support for our camera system, maintaining its optimal performance. With over 270 cameras in place, our current resources struggle to upkeep this system effectively. Scientel brings technical expertise, a team of skilled technicians, necessary equipment, live monitoring, and a responsive troubleshooting system to fully support Bloomington City's security camera and Point-to-Point (PtP) network.

Scientel's recent engineering and installation of the wireless radios, coupled with their extensive knowledge of the system, guarantee top-notch support and performance. Additionally, their preparedness with spare radio equipment translates to cost savings for us and ensures maximum uptime. Our past experiences attest to Scientel's exceptional quality of work and reliability.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Craig McBeath 11/29/2023 | 9:41 AM CST
(Name & Signature of Department Director or Designee ***Approving***) **Date**

SECTION C –TO BE COMPLETED BY THE PROCUREMENT OFFICE:
Based on the information provided in Section A and attached supporting documents,
I concur ☒ / do not concur ☐ (see below) with the purchase to be a Limited Source.
Do not concur for the following reason(s):
Click or tap here to enter text.

Carla Murillo 11/29/2023 | 11:04 AM CST
(Name & Signature of Purchasing Agent or Designee) Date

CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving a Resolution Authorizing the City of Bloomington's Participation in the Settlement Agreement Program Arising from the National PDAS/PFOA Multi-District Litigation, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Multiple lawsuits have been filed against numerous manufacturers and distributors of Perfluoroalkyl, Polyfluoroalkyl, and other related substances ("PFAS/PFOA"), which have been consolidated nationally into Multi-District Litigation identified as the Aqueous Film-Forming Foams (AFFF) Products Liability Litigation, pending before the United States District Court for the District of South Carolina, MDL No. 2873.

Proposed settlement agreements have been reached with DuPont, Chemours, and Corteva, and with 3M Company, designed to provide substantial funds to resolve claims for damages arising out of the contamination of water supplies, wastewater treatment facilities, and/or solid waste facilities, and the City has the opportunity to "opt-in" to the settlement process. If approved this resolution allows the City to execute the necessary documents, opt into the litigation, and agree to the material terms of the proposed settlement.

Prior testing of the City's water supply has on one occasion, detected the presence of at least one of the identified substances, making the City eligible for a portion of the settlement fund.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The participation in the settlement is expected to lead to some recovery, although the amount of the recovery is undetermined at this time. The cost of participation is a contingent fee taken from the amount of the recovery.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Chris Spanos, Corporate Counsel

ATTACHMENTS:
LGL 1B Resolution
LGL 1C PFAS Retainer

RESOLUTION NO. 2023 - _____

A RESOLUTION AUTHORIZING THE CITY OF BLOOMINGTON'S PARTICIPATION IN THE SETTLEMENT AGREEMENT PROGRAM ARISING FROM THE NATIONAL PFAS/PFOA MULTI-DISTRICT LITIGATION

WHEREAS, the City of Bloomington, Illinois ("City"), is a home rule unit of government under the laws of the State of Illinois; and

WHEREAS, multiple lawsuits have been filed against numerous manufacturers and distributors of Perfluoroalkyl, Polyfluoroalkyl, and other related substances ("PFAS/PFOA"), such lawsuits having been consolidated nationally into Multi-District Litigation identified as the Aqueous Film-Forming Foams (AFFF) Products Liability Litigation, currently pending before the United States District Court for the District of South Carolina, MDL No. 2873; and

WHEREAS, the litigation seeks redress and recovery for damages caused by the presence of PFAS/PFOA in public water systems from companies that make up the largest manufacturers and distributors of PFAS/PFOA, including 3M Company, DuPont, Chemours, Corteva, and others ("Manufacturers"); and

WHEREAS, several manufacturers, including DuPont, Chemours, Corteva, and 3M Company, have proposed settlement agreements that would provide substantial funds to resolve claims arising out of the contamination of water supplies, wastewater treatment facilities, and/or solid waste facilities; and

WHEREAS, the proposed settlements would require the Manufactures/Distributors pay to participating entities up to $13.7 billion over a period of time yet to be determined, and settlements with additional defendants are also anticipated; and

WHEREAS, the City of Bloomington, if it elects to join this litigation, will be a qualified recipient of a yet to be determined amount of the settlement fund, the amount depending upon the level of participation of the various affected municipalities and level of exposure; and

WHEREAS, although the City has not yet been involved in this litigation, the City may opt-in as a participant/plaintiff to receive a share of the Settlement fund in exchange for releasing its potential claims against the Distributors and Manufacturers; and

WHEREAS, it is in the best interest of the City to execute the necessary documents, opt into the litigation, and agree to the material terms of the proposed settlement; and

WHEREAS, the deadlines for jurisdictions to opt-in to the Settlement is expected to be in January 2024.

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

SECTION 1. The above-stated recitals are incorporated herein by reference.

SECTION 2. The City Manager and/or Corporation Counsel are hereby authorized and directed to enter and execute the Settlement Participant Forms (attached hereto as Group Exhibit A) and all other documents necessary to effectuate the City's participation in the settlement process and in compliance with the settlement.

SECTION 3. Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

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

PASSED this 13th day of November 2023.

APPROVED this ___ day of November 2023.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

July 20, 2023

VIA ELECTRONIC DELIVERY

City of Bloomington, Illinois
115 E. Washington St.
Bloomington, IL 61701

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION
RETAINER AGREEMENT ("AGREEMENT")

City of Bloomington, Illinois ("Client" or "You") hereby agrees to separately retain Milberg Coleman Bryson Phillips Grossman, LLC ("Milberg") with an address of 900 W. Morgan Street, Raleigh, North Carolina 27603, and Napoli Shkolnik, PLLC ("NS") with an address of 360 Lexington Avenue, 11th Floor, New York, New York, 10017, to provide legal services to Client on the terms and conditions set forth below. Milberg and NS are collectively referred to as "Co-Counsel" or "We". This Agreement shall be made effective upon the date of execution.

1. Condition

This Agreement will not take effect, and We will have no obligation to provide legal services, until You return a signed copy of this Agreement to Co-Counsel.

2. Key Deliverables

Co-Counsel will provide legal representation in identifying and pursing Your potential claims for injuries and/or property damages arising out of the contamination of water supplies, wastewater treatment facilities, and/or solid waste facilities by emerging hazardous contaminants including, but not limited to, per- and polyfluoroalkyl and related substances (PFAS/PFOA), 1,4 Dioxane, and micro-plastics, including representation in connection any claim made in the Aqueous Film-Forming Foams (AFFF) Products Liability Litigation MDL No. 2873 pending in the United States District Court, District of South Carolina ("Cases").

We have identified the key deliverables that we will provide to you in connection with the Cases:

a) Represent Your interests in pursuing a claim in the Cases and recovering the maximum amount of compensation You may be entitled to under the controlling law.

b) Represent Your interests in the litigation and pursuit of claim recovery, with Co-Counsel's respective responsibilities defined in the following subsections.

In consideration for these services, Client agrees to pay the contingency fee set forth in Section 5.A.

3. Additional Services

Your matter is complicated and it is difficult to predict how your claim eligibility and potential recovery may unfold. The Key Deliverables above do not include assisting You, by way of example, in any administrative or regulatory agency proceedings outside of the defined Cases. We are not agreeing to represent You in any other matter other than as set out in this agreement; any additional representation must be agreed to in writing.

4. Client Duties

You agree to be completely truthful and candid with us, to cooperate, to keep us informed of all developments, and to keep us advised of your address and telephone number. You agree to be available upon reasonable notice to discuss matters, to attend meetings, testify, assist with depositions, and participate in court conferences and hearings. You agree to help review documents and to provide factual or technical expertise. You will maintain and not delete, discard or destroy any documents (including text messages, instant messages, messages sent by way of messaging apps, and emails) relating to the Cases, and will put procedures in place to make sure all such documents remain preserved. You authorize Co-Counsel to advertise their respective roles in the Cases subject to all applicable professional rules of conduct.

5. Co-Counsel Fees

A. Contingency Fee

Co-Counsel shall be entitled to a contingency fee of 33% (thirty three percent) of the claim recovery ("Contingency Fee"). In the event of a claim recovery, We shall further be entitled to our costs and expenses advanced in the representation (as set forth in paragraph 6 below), in addition to the 33% (thirty three percent) Contingency Fee. You shall not be obligated to pay these costs unless there is a claim recovery.

Co-Counsel shall divide any Contingency Fee in the following manner: Milberg shall receive 50% (fifty percent) and NS shall receive 50% (fifty percent). In addition to the Contingency Fee, Milberg and NS shall be entitled to recover any costs and expenses advanced by Co-Counsel from any award or payment made to You arising from the representation as permitted by law.

Any amendment to this Contingency Fee arrangement shall be required to be made in writing with consent of the undersigned parties. Milberg and NS are assuming joint responsibility for Your representation.

It is anticipated, contemplated and understood by the Client and Co-counsel that the division of responsibility and labor between Co-Counsel shall be as follows:

You acknowledge the 33% Contingency Fee plus costs arrangement accounts for the amount of time and expertise required in this representation, the risk, costs and expenses

incurred by Co-Counsel in the event there is no claim recovery, as well as the likely duration of time before any claim recovery will occur, if ever. You acknowledge Co-Counsel is accepting a very high degree of risk that no claim recovery will be made, but Co-Counsel will nonetheless invest significant time and costs in the matter. You further acknowledge the fee share arrangement between Milberg and NS, and that Milberg and NS are entitled to recover their costs and expenses advanced in the representation as permitted by law.

6. Costs

In addition to fees for legal services, there are certain costs and expenses that you may be obligated to pay in connection with the Key Deliverables. These include, but may not be limited to, costs for court filing fees, sheriff fees, court reporter fees, deposition costs, expert fees for expert depositions and court appearances, trial and deposition exhibits, photocopying, postage and express mail charges, travel, airfare, mileage charges, any other reasonable fees or costs which Milberg or NS may be required to advance in the course of providing the Key Deliverables. Expenses incurred in connection with the Key Deliverables shall not be required to be repaid if there is no recovery. Expenses and costs related to Additional Services shall be paid as incurred, but no expenses or costs shall be incurred without prior client approval.

7. Statute of Limitations

You understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered… whichever is earlier". You further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

8. Discharge and Withdrawal

You can terminate Co-Counsel's representation of You at any time, either individually or collectively. For the avoidance of doubt, in the event You terminate Co-Counsel's representation of You and do not pursue the Cases with other counsel or on your own, terminated Co-Counsel shall be entitled to recover its costs.

Co-Counsel may respectively withdraw at any time with your consent or for good cause. Good cause includes your breach of this Agreement, your failure to cooperate with or follow Co-Counsel's advice on a material matter, any fact or circumstance that would render Co-Counsel's continuing representation unlawful or unethical, or any developments which render the pursuit of this case economically unfeasible. Co-Counsel individually reserves the right, and You consent, to each firm's respective withdrawal at any time if the anticipated evidence does not materialize, or if the allegations in the complaint turn out to be incorrect or not supported by the evidence.

After Co-Counsel's services conclude, We will deliver your file to You, along with any funds or property of yours in Co-Counsel's respective possession.

9. Disclaimer of Guarantee and Negotiability

Nothing in this Agreement and nothing in Co-Counsel's past, present or future respective statements to You are a promise or guarantee about the outcome of your matter. We make no such promises or guarantees and no statement of Co-Counsel can be construed as offering the same. Our comments about the outcome of your matter are expressions of opinion only. You acknowledge that You have been advised that the attorneys' fee provided in this Agreement is negotiable between Co-Counsel and You.

10. Effective Date, Severability and Subsequent Written Modifications

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. If any provision of this Agreement is held wholly or partly unenforceable for any reason, the remainder of that provision and the entire agreement will be severable and remain in effect. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by each of them. The person signing below for You has full authority and consent to do so and can fully bind You to the terms of this Agreement without further approval by any other person, board, or entity.

11. Document Retention Policy; Privacy of Information

Our document filing system is primarily digital and so Co-Counsel may not keep copies of paper documents that have been scanned. After the conclusion of the Matter all documents retained by Co-Counsel will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, We reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement. At the conclusion of the Matter, you must notify us within 30 days if you want copies of any documents. Respective Co-Counsel legal files relating to the Cases and any documents not returned to the client will be retained in accordance with the applicable rules of professional conduct or other regulation or requirements. At the end of the retention period, files will be destroyed in a manner protecting client confidentiality, barring further written instruction from You.

Attorneys, like other professionals who advise clients on personal financial and tax matters, are now required by federal law to inform their clients of their policies regarding privacy of client information. In addition to these federal laws, attorneys have been and continue to be bound by professional standards of confidentiality under state law and our ethics standards. In the course of providing our clients with advice and representation in diverse areas of practice, we receive significant personal information from our clients and their other advisors. Information we receive about You is held in confidence, and is not released to people outside the firm, except as agreed to by You, or as appropriate under applicable laws, rules, and regulations.

12. Governing Law

The laws of the State of Illinois shall govern this Agreement.

13. Co-Counsel Status

You acknowledge that Co-Counsel are neither partners nor joint venturers nor otherwise affiliated with one another, and that neither Co-Counsel firm guarantees any obligation of the other the firm and that Co-Counsel does not assume joint or several liability for the actions or omissions of the other firm.

* * * *

[SIGNATURE PAGE FOLLOWS]

YOU HAVE READ AND AGREE TO THE FOREGOING FIVE PAGES, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Date: _____, 2023

CITY OF BLOOMINGTON, ILLINOIS

_____
By:
Its:

Date: _____, 2023

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, LLC

_____
By: Glenn Phillips_____
Its: Senior Partner

Date: _____, 2023

NAPOLI SHKOLNIK, PLLC

_____
By: _____
Its: _____

CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving an Ordinance Authorizing a Construction Agreement with Garneau Construction, Inc. for the Tuckpointing & Sealing 2023 Project (Bid #2024-16), in the Amount of $758,991, as requested by the Department of Operations & Engineering Services and the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services
Goal 2. Upgrade City Infrastructure and Facilities
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the City will enter into an agreement with Garneau Construction to tuckpoint and seal the Police Administration, Operations Building (Old City Hall), Facility Maintenance, and Lincoln Leisure Center.

The project was advertised as Bid #2024-16 to solicit competitive bids. Bids were received until 10:00 A.M. on Monday, November 6, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. Otto Baum Construction, Inc., located in Morton, Illinois submitted the lowest responsive and responsible bid of $753,370. Garneau Construction was the only local firm that submitted a bid of $758,991 but they receive a local preference of 3% or $22,769.73 which brings their comparison bid to $736,221.27 which is lower than Otto Baum's bid submission. The recommended award goes to Garneau Construction due to the City's Local Preference Policy which allows for a consideration of 3% but does not impact the actual bid amount. A full bid tabulation is attached.

Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

Tuckpointing and sealing all four buildings is necessary to keep the buildings structurally sound and resistant to weather, moisture infiltration, and damage caused by the freeze-thaw cycle. This work will also increase the longevity of the buildings, make the interior environment more comfortable, protect the building from rodents and insects, reduce energy costs, and improve exterior aesthetics.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in *The Pantagraph* and *OpenGov* on October 16, 2023. A pre-bid meeting was held on October 20, 2023, at 10:00 a.m.

FINANCIAL IMPACT: If approved, the City will enter into a Construction Agreement with Garneau Construction, Inc. for the Tuckpointing & Sealing 2023 Project (Bid #2024-16), in the Amount of $758,991. The FY 2024 Budget has $200,000 for Tuckpointing and Sealing and $800,000 for City Hall ADA and Life Safety Improvements under the Capital Improvement-Buildings account (40100100-72520). The City Hall ADA and Life Safety Improvement has been delayed and only a small portion of these funds is needed in FY 2024 to move forward with design. The remaining budget funds will be used for this Tuckpointing & Sealing project. Stakeholders can locate these projects in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 77, 79, 227, 242, 243, 251, 252, 253 and 254.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition)

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:
DOES 1B Ordinance
DOES 1C Agreement_Signed
DOES 1D Local Preference Bid Evaluation

ORDINANCE NO. 2023-_____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND GARNEAU CONSTRUCTION, INC. FOR THE TUCKPOINTING & SEALING 2023 PROJECT (BID #2024-16), IN THE AMOUNT OF $758,991

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

WHEREAS, subject to the provisions of the City Code, City staff is recommending an Agreement with GARNEAU CONSTRUCTION, INC. (CONTRACTOR) be approved for the Tuckpointing & Sealing 2023 (PROJECT) in the amount of $758,991; and

WHEREAS, PROJECT consists of work necessary to improve and better utilize existing City office space and avoid construction of new facilities or purchase new property; and

WHEREAS, the City Council finds it in the best interest of the City to approve the agreement;

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

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

Section 2. The Agreement is approved and the City Manager, or his designee, are authorized to execute the Agreement, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work utilizing the contingency amount set forth in the Agreement and within the Agreement amount, to the extent the City Manager finds such to be in the best interests of the City.

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

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

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 4th day of December 2023.

APPROVED this ___ day of December 2023.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
GARNEAU CONSTRUCTION, INC.
FOR
TUCKPOINTING & SEALING 2023

THIS AGREEMENT, dated this ___ day of November, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and GarneauConstruction, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

Section 2. **Description of Services.** VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. **Incorporation of Bid/RFP/RFQ & Proposal Terms.** The following shall apply to this Agreement:

This Agreement was subject to the following procurement initiative by the CITY:
Tuckpointing & Sealing 2023 (Bid 2024-16) (hereinafter "REQUEST").
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. **Payment.** For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. **Requirement for Payment & Performance Bond.** The following shall further apply to this Agreement:

This Agreement is subject to bonding requirements.

i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting

from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. **Default.** Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. **Termination for Cause.** The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

i. VENDOR is found to be in violation of any term or condition of this Agreement.
ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
iii. VENDOR declares bankruptcy or becomes insolvent.
iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. **Force Majeure.** The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. **Remedies.** In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. **Indemnification.** To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. **Reuse of Documents.** All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes

of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. **Standard of Care.** Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. **Time is of the Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. **Representations of VENDOR.** VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. **Use of Name.** VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. **Compliance with Local, State, and Federal Laws.** VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. **Compliance with Prevailing Wage.** The following shall apply to this Agreement:

This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. **Equal Opportunity Employment & Human Rights Guarantee**. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

(1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals

by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.

(2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.

(3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.

(4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.

(5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."

(6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

Section 19. **Access to Records.** The following access to records requirements apply to this Agreement:

i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. **Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding

the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. **Notices.** All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Garneau Construction, Inc.
Attn: EJ Garneau
P.O. Box 877
Normal, IL 61761
ej@garneauconstruction.com

Copy to:
Garneau Construction, Inc.
Attn: EJ Garneau
P.O. Box 877
Normal, IL 61761
ej@garneauconstruction.com

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:
City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. **Insurance.** VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. **Assignment.** No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. **Changes or Modifications.** This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. **Joint Drafting.** The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. **Attorney's Fees.** In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. **Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 29. **Term.** The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. **Counterparts.** This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

GARNEAU CONSTRUCTION, INC.

_____
Its OWNER

By: Denise M Pilat
Its Office Mgr.

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

OVERVIEW

The City of Bloomington proposes to contract exterior tuckpointing and sealing at the following City buildings.
Police Department - 305 S. East Street
Old City Hall - 109 E. Olive Street
Facility Maintenance - 301 E. Jackson Street
Lincoln Leisure Center - 1206 S. Lee Street

The work includes tuckpointing, sealing, concrete repair, facade replacement, painting and other exterior building improvements as shown in the project plans and specifications.

Completion Date: All work under this contract shall have a completion date of no later than **October 31, 2024**.

Other terms and conditions as outlined in the Procurement Documents.

EXHIBIT B
COSTS/FEES

Tuckpointing & Sealing per Plans and Specifications
Police Department - $165,600
Contingency - $16,060
Police Department Total - $181,660

Old City Hall - $147,075
Contingency - $14,208
Alternate - $10,000
Old City Hall Total - $171,283

Facility Maintenance - $12,030
Contingency - $1,103
Facility Maintenance Total - $13,133

Lincoln Leisure Center - $357,650
Contingency - $35,265
Lincoln Leisure Center Total - $392,915

Total Bid - $758,991

BID 2024-16 TUCKPOINTING & SEALING 2023 - BID TABULATION

POLICE ADMINISTRATION - 305 S. EAST ST				Garneau Construction, Inc		M.R. Mason Contractor (A d		Otto Baum Company, Inc.		Western Specialty Contractors	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	General Conditions	1	LS	$5,000.00	$5,000.00	$98,385.00	$98,385.00	$25,660.00	$25,660.00	$9,800.00	$9,800.00
2	Grind & Repoint Deteriorated or Cracked Mortar Joints	1000	SF	$28.00	$28,000.00	$18.40	$18,400.00	$15.40	$15,400.00	$18.75	$18,750.00
3	Remove & Replace Cracked or Spalled Brick	500	EA	$35.00	$17,500.00	$30.55	$15,275.00	$31.00	$15,500.00	$34.60	$17,300.00
4	Cutout & Reseal Vertical Expansion Joint	800	LF	$18.00	$14,400.00	$12.00	$9,600.00	$10.30	$8,240.00	$10.05	$8,040.00
5	Cutout & Reseal Horizontal Expansion Joint	1300	LF	$18.00	$23,400.00	$11.50	$14,950.00	$10.30	$13,390.00	$10.05	$13,065.00
6	Cutout & Reseal Door, Louver & Window	1500	LF	$18.00	$27,000.00	$11.20	$16,800.00	$10.30	$15,450.00	$9.00	$13,500.00
7	Cutout & Reseal Precast to Brick Joints	100	LF	$18.00	$1,800.00	$12.00	$1,200.00	$10.30	$1,030.00	$14.30	$1,430.00
8	Install Weeps	100	EA	$15.00	$1,500.00	$25.00	$2,500.00	$18.00	$1,800.00	$5.05	$505.00
9	Clean, Prime & Paint Exposed Steel Lintels & Overhead Door Frames	1	LS	$15,000.00	$15,000.00	$18,000.00	$18,000.00	$4,100.00	$4,100.00	$5,175.00	$5,175.00
10	Pressure Wash all Exposed Exterior Brick &	1	LS	$16,000.00	$16,000.00	$18,100.00	$18,100.00	$11,500.00	$11,500.00	$4,850.00	$4,850.00
11	Two Saturation Coats of Water Repellent to all Exposed Brick & Masonry	1	LS	$16,000.00	$16,000.00	$24,500.00	$24,500.00	$24,135.00	$24,135.00	$16,050.00	$16,050.00
12	Contingency (10% of the total of Items 1-11)	1	LS	$16,060.00	$16,060.00	$23,770.00	$23,770.00	$13,620.00	$13,620.00	$10,846.50	$10,846.50
	Total				**$181,660.00**		**$261,480.00**		**$149,825.00**		**$119,311.50**

OLD CITY HALL - 109 E. OLIVE ST				Garneau Construction, Inc		M.R. Mason Contractor (A d		Otto Baum Company, Inc.		Western Specialty Contractors	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	General Conditions	1	LS	$5,000.00	$5,000.00	$56,175.00	$56,175.00	$36,275.00	$36,275.00	$10,925.00	$10,925.00
2	Grind & Repoint Deteriorated or Cracked Mortar Joints	500	SF	$28.00	$14,000.00	$18.45	$9,225.00	$7.40	$3,700.00	$9.75	$4,875.00
3	Repair Damaged Facade	10	SF	$45.00	$450.00	$575.00	$5,750.00	$260.00	$2,600.00	$365.00	$3,650.00
4	Repair Damaged Stone	800	SF	$35.00	$28,000.00	$175.00	$140,000.00	$115.00	$92,000.00	$149.15	$119,320.00
5	Repair Concrete Spall	50	SF	$45.00	$2,250.00	$245.00	$12,250.00	$138.00	$6,900.00	$152.70	$7,635.00
6	Cutout & Reseal Joints	500	LF	$18.00	$9,000.00	$10.00	$5,000.00	$10.30	$5,150.00	$14.50	$7,250.00
7	Cutout & Reseal Door, Louver & Window	3500	LF	$18.00	$63,000.00	$10.05	$35,175.00	$10.30	$36,050.00	$9.20	$32,200.00
8	Cutout & Reseal Facade Joints	250	LF	$18.00	$4,500.00	$11.40	$2,850.00	$10.30	$2,575.00	$11.50	$2,875.00
9	Install Weeps	25	EA	$15.00	$375.00	$25.00	$625.00	$18.00	$450.00	$5.05	$126.25
10	Clean, Prime & Paint Exposed Steel Lintels, Overhead Door Frames & Vents	1	LS	$4,500.00	$4,500.00	$18,000.00	$18,000.00	$0.00	$0.00	$7,450.00	$7,450.00
11	Pressure Wash all Exposed Exterior Brick &	1	LS	$8,000.00	$8,000.00	$4,880.00	$4,880.00	$3,900.00	$3,900.00	$2,075.00	$2,075.00
12	Two Saturation Coats of Water Repellent to all Exposed Brick & Masonry	1	LS	$8,000.00	$8,000.00	$9,030.00	$9,030.00	$7,975.00	$7,975.00	$10,800.00	$10,800.00
13	Contingency (10% of the total of Items 1-12)	1	LS	$14,208.00	$14,208.00	$29,900.00	$29,900.00	$19,750.00	$19,750.00	$20,918.13	$20,918.13
	Total				**$161,283.00**		**$328,860.00**		**$217,325.00**		**$230,099.38**

OLD CITY HALL - 109 E. OLIVE (ALTERNATE)				Garneau Construction, Inc		M.R. Mason Contractor (A d		Otto Baum Company, Inc.		Western Specialty Contractors	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Limestone Replacement	800	SF	$12.50	$10,000.00	$175.00	$140,000.00	$115.00	$92,000.00	$160.00	$128,000.00
	Total				**$10,000.00**		**$140,000.00**		**$92,000.00**		**$128,000.00**

FACILITIES - 301 E. JACKSON ST				Garneau Construction, Inc		M.R. Mason Contractor (A d		Otto Baum Company, Inc.		Western Specialty Contractors	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	General Conditions	1	LS	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,120.00	$1,120.00	$850.00	$850.00
2	Grind & Repoint Deteriorated or Cracked Mortar Joints	10	SF	$28.00	$280.00	$25.00	$250.00	$26.00	$260.00	$38.25	$382.50
3	Cutout & Reseal Joints, Penetrations & Holes	50	LF	$18.00	$900.00	$15.00	$750.00	$10.30	$515.00	$19.00	$950.00
4	Cutout & Reseal Door, Louver & Window	150	LF	$18.00	$2,700.00	$15.00	$2,250.00	$10.30	$1,545.00	$10.75	$1,612.50
5	Install Weeps	10	EA	$15.00	$150.00	$25.00	$250.00	$18.00	$180.00	$5.05	$50.50
6	Clean, Prime & Paint Exposed Steel Lintels, Overhead Door Frames & Vents	1	LS	$1,500.00	$1,500.00	$10,000.00	$10,000.00	$925.00	$925.00	$1,000.00	$1,000.00
7	Pressure Wash all Exposed Exterior Brick &	1	LS	$2,500.00	$2,500.00	$1,500.00	$1,500.00	$540.00	$540.00	$515.00	$515.00
8	Two Saturation Coats of Water Repellent to all Exposed Brick & Masonry	1	LS	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$600.00	$600.00	$750.00	$750.00
9	Contingency (10% of the total of Items 1-8)	1	LS	$1,103.00	$1,103.00	$1,750.00	$1,750.00	$565.00	$565.00	$611.05	$611.05
	Total				**$13,133.00**		**$19,250.00**		**$6,250.00**		**$6,721.55**

LINCOLN LEISURE CENTER - 1206 S. LEE ST				Garneau Construction, Inc		M.R. Mason Contractor (A d		Otto Baum Company, Inc.		Western Specialty Contractors	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	General Conditions	1	LS	$5,000.00	$5,000.00	$69,235.00	$69,235.00	$46,895.00	$46,895.00	$17,850.00	$17,850.00
2	Grind & Repoint Deteriorated or Cracked Mortar Joints	2800	SF	$28.00	$78,400.00	$18.30	$51,240.00	$15.40	$43,120.00	$18.50	$51,800.00
3	Remove & Replace Cracked or Spalled Brick	5500	EA	$30.00	$165,000.00	$22.25	$122,375.00	$16.45	$90,475.00	$27.80	$152,900.00
4	Repair Concrete Spall	150	SF	$55.00	$8,250.00	$195.00	$29,250.00	$135.00	$20,250.00	$167.50	$25,125.00
5	Cutout & Reseal Joints	1500	LF	$18.00	$27,000.00	$10.00	$15,000.00	$10.30	$15,450.00	$10.15	$15,225.00
6	Cutout & Reseal Door, Louver & Window	1500	LF	$18.00	$27,000.00	$11.20	$16,800.00	$10.30	$15,450.00	$9.05	$13,575.00
7	Install Weeps	200	EA	$15.00	$3,000.00	$20.75	$4,150.00	$18.00	$3,600.00	$5.05	$1,010.00
8	Clean, Prime & Paint Exposed Steel Lintels, Overhead Door Frames & Vents	1	LS	$12,000.00	$12,000.00	$18,000.00	$18,000.00	$0.00	$0.00	$2,000.00	$2,000.00
9	Pressure Wash all Exposed Exterior Brick &	1	LS	$16,000.00	$16,000.00	$9,940.00	$9,940.00	$9,080.00	$9,080.00	$3,895.00	$3,895.00
10	Two Saturation Coats of Water Repellent to all Exposed Brick & Masonry	1	LS	$16,000.00	$16,000.00	$14,170.00	$14,170.00	$17,475.00	$17,475.00	$15,065.00	$15,065.00
11	Contingency (10% of the total of Items 1-10)	1	LS	$35,265.00	$35,265.00	$35,020.00	$35,020.00	$26,175.00	$26,175.00	$29,844.50	$29,844.50
	Total				**$392,915.00**		**$385,180.00**		**$287,970.00**		**$328,289.50**

Facilities Totals w/ CH Alternate	$366,076.00	$ 749,590.00	$465,400.00	$ 484,132.43
Facilities Totals w/o CH Alternate	$356,076.00	$ 609,590.00	$373,400.00	$ 356,132.43
LLC Totals	$392,915.00	$ 385,180.00	$287,970.00	$ 328,289.50
Grand Totals	$758,991.00	$1,134,770.00	$753,370.00	$ 812,421.93
Local Preference Deductions	$ 22,769.73	0	0	0
Local Preference Totals (Evaluation Purposes	$736,221.27	$1,134,770.00	$753,370.00	$ 812,421.93
Local Preference Additional Cost to City	$ 5,621.00			

CONSENT AGENDA ITEM NO. 7.L.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration of and Action on an Ordinance Amending Chapter 22.2 Regarding the Declaration of the City of Bloomington's Human Relations Policy, as requested by the Legal Department.

RECOMMENDED MOTION: That the proposed Ordinance be adopted.

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

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

BACKGROUND: Section 22.2-101 of the City of Bloomington Code sets forth the City's policy to eliminate unlawful discrimination within the city, specifically prohibiting certain types of discrimination.

The Illinois Human Rights Act, codified at 775 ILCS 5/1 et seq., provides for the elimination of unlawful discrimination within the State of Illinois, specifically prohibiting certain additional types of discrimination not specifically identified in the City's Ordinance.

It is in the best interest of the City to amend the City Code to be consistent with the Illinois Human Rights Act and to specifically include the additional forms of discrimination made unlawful by the Act to include ancestry, order of protection status, sexual orientation, unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit and the availability of public accommodations.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Chris Spanos, Corporate Counsel

ATTACHMENTS:
LGL 2B Ordinance

ORDINANCE NO. 2023 - _____

AN ORDINANCE AMENDING CHAPTER 22.2 REGARDING THE DECLARATION OF THE CITY OF BLOOMINGTON'S HUMAN RELATIONS POLICY

WHEREAS, Section 22.2-101 of the City of Bloomington Code sets forth the City's policy to eliminate unlawful discrimination within the city, specifically prohibiting certain types of discrimination; and

WHEREAS, the Illinois Human Rights Act, codified at 775 ILCS 5/1 et seq., provides for the elimination of unlawful discrimination within the State of Illinois, specifically prohibiting certain additional types of discrimination not specifically identified in the City's Ordinance; and

WHEREAS, the City Council finds it in the best interest of the City to amend the City Code to be consistent with the Illinois Human Rights Act and to specifically include the additional forms of discrimination made unlawful by the Act.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS (additions are indicated by underlining; deletions are indicated by strikeouts):

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

Section 2. That Bloomington City Code Chapter 22.2 Section 101 and Section 103 shall be amended as set forth below:

§ 22.2-101 [Ch. 22.2, Sec. 1] Declaration of Policy.

It is the intent of the City of Bloomington in adopting this article~~,~~ to secure an end to unlawful discrimination in the City ~~to discrimination, including,~~ based on, but not limited to, ~~discrimination by reason of~~ race, color, sex, gender, genetic information, sexual orientation, pregnancy, religion, age, national origin, ancestry, marital status, familial status, ~~M~~military status, ~~or~~ physical or mental disability unrelated to ability, order of protection status, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations. The protections of this Ordinance are administered by the Bloomington Human Relations Commission.

§ 22.2-103 [Ch. 22.2, Sec. 3] Definitions.

As used herein, unless a different meaning appears clearly from the content, the following words or phrases shall have the meanings provided in this section:

ORDER OF PROTECTION STATUS

"Order of protection status" means a person's status as being a person protected under an order of protection issued pursuant to the Illinois Domestic Violence Act of 1986,

Article 112A of the Code of Criminal Procedure of 1963, the Stalking No Contact Order Act, or the Civil No Contact Order Act, or an order of protection issued by a court of another state.

RACE

"Race" as used in this Section includes traits associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists.

SEXUAL ORIENTATION

"Sexual orientation" means actual or perceived ~~H~~homosexuality, bisexuality, ~~or~~ heterosexuality, or gender-related identity whether the orientation is real or perceived, and whether or not traditionally associated with the person's designated sex at birth. "Sexual orientation" does not include a physical or sexual attraction to a minor by an adult.

UNFAVORABLE MILITARY DISCHARGE

"Unfavorable military discharge" includes discharges from the Armed Forces of the United States, their Reserve components, or any National Guard or Naval Militia which are classified as RE-3 or the equivalent thereof but does not include those characterized as RE-4 or "Dishonorable".

UNLAWFUL DISCRIMINATION

"Unlawful discrimination" means discrimination against a person because of his or her actual or perceived: race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.

Section 3. Except as provided herein, all other provisions of the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

Section 4. If any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form, as required by law.

Section 6. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution

Section 7. This ordinance shall take effect after its approval and publication as provided by law.

PASSED this 11th day of December 2023.

APPROVED this ___ day of December 2023.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on (1) an Ordinance Amending the Bloomington City Code Updating Chapters 6, 7, 21, 29, 32, 36, 41, 43, and 45 and Deleting Chapters 9, 22 (Art. XI.), 22.5, 26, and 30 Pertaining to Licenses Administered by the City Clerk; and (2) an Ordinance Amending the Bloomington City Code Updating Chapters 7, 29, 32, 36, 41, and 43 Regarding Penalties and the Schedule of Fees in Chapter 1 Pertaining to Licenses, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinances be Approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: At the request of the City Council, the City Clerk Department completed a thorough license audit over the summer. In doing so, staff extensively researched applicable State laws and evaluated best practices across several municipalities. The Department focused on "The Three Pillars of a Successful Licensing Program: Safety, Consistency, and Enforcement."

The suggested Code updates are proposed to modernize the City Clerk Department's licensing program. Prior to the start of the updates, the City Clerk Department offered 52 different licenses including various license classes. Through the overhaul and across the course of two different presentations to Council and the public, the Department proposes to eliminate 10 licenses, transfer 3 licenses to other City departments, combine 14 licenses into other license, and create 7 new licenses, leaving the Department with 32 licenses to manage. The first presentation of updates was presented to Council on October 23, 2023.

For this meeting, we will present updates to the following:

- Chapter 1 Schedule of Fees
- Chapter 6 Alcoholic Beverages
- Chapter 7 Amusements
- Chapter 21 Refuse Code
- Chapter 29 Motor Vehicles and Traffic – Art. XXV. Relocators (Tow Companies)
- Chapter 32 Pawnbrokers and Secondhand Dealers
- Chapter 36 Scavengers
- Chapter 41 Tobacco
- Chapter 43 Manufactured Home Parks
- Chapter 45 Property Maintenance Code Art. II. Amendments, Revisions, Additions, and

Modifications to the International Property Maintenance Code 2018 (Rental Registration)

*We propose eliminating the following:

- Chapter 9 Auctions and Auctioneers
- Chapter 22 – Art. XI. Regulations for Rooming Houses
- Chapter 22.5 Junk Dealers
- Chapter 26 Licenses (Parolee Group Homes)
- Chapter 30 Nursing and Sheltered Care Homes, Homes for the Aged, Nurseries and Convalescent Homes and Rooming Houses (Nursing Homes & Daycares)

**Note, that while the chapters listed above are proposed to be eliminated, licensing of such may be proposed to be combined with another license type for efficiencies. Proposed eliminations do not necessarily mean no longer licensed or regulated by the City.*

In addition, it is important to note, that no negative impacts will result from the proposed eliminations. The proposed eliminations include licenses that are outdated and no longer needed or are duplicative with State efforts or, for efficiency purposes, have been combined with another license type included elsewhere in the Code. Elimination of the licenses as proposed will save time and resources for both staff and local businesses currently being licensed.

A very important factor to consider heavily across this overhaul and the presentations that will result is how times have changed. Across the project, staff focused individually on the purpose of each license and made that purpose the driving factor for suggested edits. Staff were considerate of licensees and the impact that being licensed might have on their businesses and the community. Through this overhaul, licensees will no longer experience antiquated requirements or inefficient processes just because the Code requires it. Outdated license, license names, and gender pronouns have been addressed. The Clerk Department is proud to say that they, along with many other departments across the City, took the time to be very mindful of each suggested edit.

If approved timely, this overhaul and its Code changes will go into effect in time for our current license renewal season and will roll out fully on January 1, 2024.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City Clerk Department emailed all license holders currently licensed by the Department notifying them of the audit and overhaul. All the license holders were asked to provide ideas for improvement and constructive feedback on the current licensing program. The Department received feedback from many license holders with an overwhelming amount of support including many ideas that were in line with changes already in process. All the feedback and ideas received were given thoughtful consideration with many of them included in the updates to be presented.

FINANCIAL IMPACT: See Exhibit B to the second Ordinance for details on the amended Schedule of Fees.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal ED-2 (Foster a culture of

entrepreneurship); Goal D-1 (Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural, and entertainment opportunities for all); Goal D-2 (Market and promote the unique brand and image of Downtown Bloomington), Objective D-2.7 (Continue support and coordination efforts for the Farmers Market).

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:
CLK 2B Ordinance
CLK 2C Ordinance - Penalties & Schedule of Fees

ORDINANCE NO. 2023 - _____

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTERS 6, 7, 21, 29, 32, 36, 41, 43, AND 45 AND DELETING CHAPTERS 9, 22 (ART.XI), 22.5, 26, AND 30 PERTAINING TO LICENSES ADMINISTERED BY THE CITY CLERK

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

Section 1. That Chapters 6, 7, 21, 29, 32, 36, 41, 43, and 45 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, are hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

Section 2. That Chapters 9, 22 (ART.XI), 22.5, 26, and 30 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, set forth in Exhibit B are hereby repealed in their entirety, and the contents of the Bloomington City Code shall bear the notation of each chapter as "(Repealed)".

Section 3. That Chapter 22.5 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, set forth in Exhibit C is hereby deleted in its entirety, and the contents of the Bloomington City Code shall bear no notation of the Chapter having existed.

Section 4. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

Section 5. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

Section 6. This Ordinance shall take effect immediately after passage.

Section 7. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 11th day of December 2023.

APPROVED this ___ day of October 2023.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

Chapter 6
Alcoholic Beverages

§ 6-101 [Ch. 6, Sec. 1] Definitions.
Unless the context otherwise requires, the following terms as used in this article shall be construed according to the definition given below.

VENUE

A theater, opera house, performing arts center, auditorium, concert/music hall, event/banquet hall, pool hall, sports arena/stadium, arcade/gaming center, miniature golf course, amusement park, skating rink, bowling alley, shooting gallery, challenge park, virtual reality facility, salon, boutique, places with permanent stages, or places with dance floors larger than 99 square feet.

§ 6-120 [Ch. 6, Sec. 13] Renewal; application, payment of license fees.
[Ord. No. 1992-102]

A. All applications for the renewal of a license shall be made in writing to the ~~Mayor~~ City Clerk not later than December 1 of each year. If the information and statements contained in the original application ~~(and questionnaire, if applicable)~~ have not changed, in lieu of an application for renewal, a licensee may file with the ~~Mayor~~ City Clerk not later than December 1 of each year, an affidavit stating that such facts and statements have not changed.

B. The license fee shall be set forth in the Schedule of Fees. Said fees are not subject to proration or refund and are due prior to issuance of the license. The application fee shall also be set forth in the Schedule of Fees and is not subject to reimbursement or refund upon denial of a license.

C. For Entertainment and Restaurant classification renewal applications, the applicant must provide, on forms provided by the City Clerk, gross annual revenue for the previous calendar year detailed by category of revenue generated on a per-month basis including but not limited to alcoholic beverages. For an establishment's first license renewal application, the establishment must provide a report detailing monthly revenues generated and total gross revenues for the months the establishment was open and licensed in the previous calendar year. Revenue generated by the establishment shall meet the percentage requirements of this chapter. Additional financial details of said gross revenues shall be made available upon request by the City.

Chapter 7
Entertainment Venues & Amusements

Article I
Entertainment Venue Operators ~~Motion Picture Theaters and Theatricals~~

§ 7-101 **[Ch. 7, Sec. 1] Definitions.**

CHANGE OF OWNERSHIP

A. A change in the form of ownership, e.g., from an individual or partnership or entity or

from a partnership to an individual;

B. A change from an individual to a partnership or a change in a partnership such as the addition or deletion of any partner; or

C. In an entity, the transfer of over 5% of the stock thereof except for those listed on a national stock exchange in which event the transfer of a controlling interest or over 50% of the stock thereof.

ENTITY

An organization that has an identity separate from those of its members, including, but is not limited to, corporations, limited partnerships, limited liability companies, or limited liability partnerships.

ENTERTAINMENT VENUE

A theater, opera house, performing arts center, auditorium, concert/music hall, event/banquet hall, pool hall, sports arena/stadium, arcade/gaming center, miniature golf course, amusement park, skating rink, bowling alley, shooting gallery, challenge park, virtual reality facility, places with permanent stages, or places with dance floors larger than 99 square feet. The providing of video gaming shall not bring an establishment within the definition of an entertainment venue.

~~**PERSON**~~

~~Any natural individual, firm, partnership, association, joint stock company, joint adventure, public or private corporation, or a receiver, executor, trustee, conservator, or other representative appointed by order of any court or in any other manner.~~

~~**PLACE**~~

~~The theater, opera house, auditorium, hall, park grounds, gardens, tent or other enclosure.~~

~~**THEATER**~~

~~Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made, for the purpose of the determination of the annual fee for license hereinafter provided, a moving picture theater within a building auditorium or any other enclosure, having permanent seats shall be known as an enclosed theater. Any place for moving pictures or other entertainment as aforesaid in which the enclosure is not within a building and in which less than 5% of the total seating capacity is provided with fixed or permanent seats and in which the common term "drive in" or automobile theater" is applicable, shall be known as a drive in theater.~~

§ 7-102 **[Ch. 7, Sec. 2] License required.**

It shall be unlawful to operate an entertainment venue with having first secured a license as herein provided.~~give, present, or conduct any motion pictures, or theatricals, for admission to which a fee is charged excepting~~ ~~p~~Performances given solely for the benefit of and under the supervision of a religious, educational, charitable, or nonprofit organization shall not require an entertainment venue license~~without having first secured a license therefor as herein provided~~.

§ 7-103 **[Ch. 7, Sec. 3]** ~~**Annual fee.**~~
~~**[Ord. No. 2018-89]**~~

~~Any person securing an annual license for motion pictures, or theatricals, naming a specific place or building where the performances are to be presented, may present therein any number of performances, including theatricals, during the year for which the license was secured without having to pay any additional fee. The license fee on enclosed theaters shall be as set forth in the Schedule of Fees. The license fee on drive in theaters shall be as set forth in the Schedule of Fees.~~

~~§ 7-104~~ ~~**[Ch. 7, Sec. 4] Motion pictures in unlicensed places.**~~
~~For motion pictures or theatricals, which are to be presented in premises which are not covered by an annual license fee, the fee to be paid shall be $5 per day; provided that no such motion picture or theatrical shall be presented in or on any premises or building which does not fully comply with requirements of this Code for the construction and maintenance of buildings for this purpose.~~

~~§ 7-105~~ ~~**[Ch. 7, Sec. 5]**~~ **Applications; Renewals**~~**: contents**~~**.**
~~An application for the license required by the preceding Section shall be made in writing to the City Manager, setting out the full name of the applicant if an individual, and if a corporation the full name and residence of its principal officers; the location and description of the building, enclosure, or place for which a license is desired or where it is desired to present any public amusement; the class of entertainment it is desired to produce, offer, or present at such place; the seating capacity.~~

A. Applications for creation of licenses shall be made upon forms prepared and furnished by the City Clerk. Each application shall be signed and verified upon the oath or affirmation of an owner, an authorized agent, or managing member the applicant. Such application shall be submitted and filed with the City Clerk after payment to the City of an application fee as set forth in the Schedule of Fees. Each application shall contain the following information and statements:

(1) The name, date of birth, and address of the applicant in the case of an individual; in the case of a partnership, the persons entitled to share in the profits thereof; and in the case of an entity, the date of incorporation, the objects for which it was organized, the names and addresses of the officers and directors, and if a majority in interest of the stock of such entity is owned by one person or their nominees, the name and address of such person;

(2) The entity name, registered DBA (Doing Business As)/Assumed Name, establishment address and phone number;

(3) An email address to be used for all licensing communications;

(4) The location and description of the premises and place of business which is to be operated under such license;

(5) A statement whether the applicant has made a similar application for a similar license on premises other than described in this application and the disposition of such

application;

(6) Whether a previous license by any state or subdivision thereof or by the federal government has been revoked and reasons therefor;

(7) A statement that the applicant will not violate any of the laws of the State of Illinois or of the United States or any ordinance of the City in the conduct of their place of business.

If an entity, the applicant must be in good standing with the State of Illinois before a license will be issued.

B. The following must be submitted as supplemental documentation to the application provided by the City Clerk:

(1) A list of all owners/partners/officers with name, date of birth, address, and percent ownership/stock;

(2) If an Assumed Name is used, proof the Assumed Name is registered with the State of Illinois or County of McLean;

(4) Premises verification (lease or proof of ownership).

C. Disqualification for license. No such license shall be issued to:

(1) A person whose license issued under this ordinance has been revoked for cause;

(2) A person who, at the time of application, for renewal of any license hereunder would not be eligible for such license upon a first application;

(3) A person who does not own the premises for which a license is sought or does not have a lease thereon for the full period for which the license is to be issued; and

(4) Any person who fails to furnish or falsely furnishes information or who fails to make or falsely makes statements required in the application for a license as set forth in this chapter.

D. Renewals. All applications for the renewal of a license shall be made in writing to the City Clerk not later than December 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk not later than December 1 of each year, an affidavit stating that such facts and statements have not changed.

§ 7-~~106~~104 [Ch. 7, Sec. 4~~6~~] License fees; Late fee.~~Prorating of license~~.
~~[Ord. No. 1974-124]~~

~~The annual license fee shall be payable on or before January 1 and said license shall be valid until December 31st of the same year. In the event of a transfer of a theater from one owner to another, the issued license may be transferred to the new owner upon approval of the City Manager. In the event a license is applied for after January 1, the annual license fee shall be abated 1/4 for each full quarter year which may have elapsed since the beginning of the~~

~~calendar year. If a license is surrendered before the end of the calendar year, no refund shall be given.~~

A. The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees per year payable in advance and no license shall be issued until such fee has been paid. When a license is created by the City Clerk and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the calendar year in which the license is issued. Application fees shall not be prorated. The license shall expire on December 31st of the year in which it is issued. In the event of revocation or surrender of a license, no unearned portion of the license fee shall be refunded.

B. Each renewal license fee must be received by the City Clerk not later than December 1 unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder must pay a late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

~~§ 7-107 **[Ch. 7, Sec. 7] Issuance - generally.**~~
~~Upon receipt of the application for a license required by this article, the City Manager shall make or cause to be made an examination of the premises for which the license is desired, and if it shall appear that such place is constructed and maintained in compliance with and in conformity to all laws, provisions of this Code, health and fire regulations applicable thereto and is properly ventilated and supplied with separate and sufficient toilet conveniences for each sex and is a safe and proper place for the purpose for which it shall be used, then the City Manager shall issue or cause to be issued by the City Clerk upon payment of the license fee required by this article a license to such applicant.~~

~~§ 7-108 **[Ch. 7, Sec. 8] Posting.**~~
~~Every license issued under the provisions of this article shall at all times during the life thereof be posted in a conspicuous place at or near the principal entrance of the premises described in such license, so the same may be easily seen and read by any person passing in or out of such premises.~~

§ 7-105 **[Ch. 7, Sec. 5] Notices of change.**
Changes relating to the following must be reported to the City Clerk, in writing, within 30 days of the occurrence of the change: (1) changes in ownership as defined in **§ 7-101**; and (2) changes in DBA (Assumed Name).

§ 7-106 **[Ch. 7, Sec. 6] Bond and insurance requirements; termination of licenses.**

A. Each person or entity having a license shall obtain and at all times maintain in effect a penal bond to the City of Bloomington in the sum of $2,000 from a solvent surety company licensed to do business in the State of Illinois and each such bond is subject to being approved by the Corporation Counsel. Each bond shall be filed with the City Clerk before a license to which the bond applies is issued and shall be conditioned upon compliance with the provisions of this article, state, and federal law.

B. Each licensee is required at all times to have on file with the City Clerk proof from the surety company that the required bond is in effect at all times as required by this section.

C. Each licensee prior to receiving a license, shall procure and maintain for the duration of the license, a minimum amount of $1,000,000 general liability insurance and a minimum of $5,000,000 excess liability insurance, which shall name the City of Bloomington, its officers and employees as additional insureds and the same shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days advance written notice to the City. Proof of such insurance, issued by an insurance company licensed to do business in the State of Illinois in the form of a certificate of insurance, shall be attached to the application.

D. The failure of any person or entity to at all times maintain in effect the bond and insurance as required by this section shall be a violation of this chapter and may result in sanctions as herein provided.

§ 7-107 **[Ch. 7, Sec. 7] License revocation, suspension, or nonrenewal.**

A. In addition to the imposition of fines provided in this chapter, any license may be revoked, suspended, or not renewed, after notice and hearing by the City Manager, or their designee, for any of the following reasons:

(1) Violation of any of the provisions of this chapter;

(2) Violation of any law occurring on the establishment's premises committed by the establishment or an employee of the establishment;

(3) Violation of any law or state regulation;

(4) Failure to pay any tax, judgment, fee, or bill owed to the City of Bloomington;

(5) Failure to provide current information regarding the ownership or location of the business;

(6) Failure to notify in writing the City Clerk Department of a change in ownership as required by § **7-105**;

B. For the administration of this section, the formal rules of evidence shall not apply at the hearing and hearsay may be permitted, provided it is of the nature reasonably prudent persons would rely upon in the conduct of their affairs. At the hearing, the City Manager, or their designee, shall determine by a preponderance of the evidence whether a lawful reason exists to revoke or suspend the license. The City Manager, or their designee, after determining that a lawful reason exists to revoke or suspend the license, shall also determine whether that lawful reason merits the sanction of a revocation or suspension of the license.

C. An establishment whose license has been revoked may not reapply for a new license until one year after the final determination of revocation.

§ 7-108 **[Ch. 7, Sec. 8] Special police services officers ~~patrolmen~~ at theaters.**

It shall be the duty of every owner or lessee of every licensed theater to keep and preserve good order in and about the premises, and to that end the owner/lessee shall hire and keep at their own expense a sufficient number of special police services officers.

§ 7-109 **[Ch. 7, Sec. 9] Information to be shown in license generally. [Ord. No. 1974-124]**

~~Such license~~ Entertainment venues shall post the establishment's City occupancy permit in a conspicuous place and shall limit the number of persons admitted into the venue to no more than the occupancy stated in the permit~~state the number of persons such licensed theater, hall, building, or place has accommodations for, and no more than that number shall be allowed to occupy such theater, hall, building, or place at any one time~~.

§ 7-110 **[Ch. 7, Sec. 10] Compliance with Building Code; Inspections.**

~~A. No theatrical, lecture, or other amusement or entertainment to which the public is invited or which may be attended by groups of more than 100 persons shall be given in any building or premises which does not comply in its manner of construction with the provisions of the Building Code applicable to theater buildings. Amusements or exhibitions given outdoors or within a tent or other enclosure are not to be construed as structures under the Building Code, but all tents and other similar enclosures shall be fireproofed before being used for the above purposes.~~

~~B. Exit lights. It shall be the duty of the owner or occupant in charge of any building or hall used as an assembly hall with accommodations for 100 persons or more in which theatricals, shows, amusements, lectures and other entertainment is offered, operated, or presented to provide and place a sign on which the word "Exit" shall appear in letters at least six inches high over every door or other opening from such hall to every means of egress therefrom, and a light shall be provided with a red globe and placed at or over such sign, which light shall be kept burning during the entire period that the hall is open to the public and until the audience has left the hall.~~

Licensees shall comply with all applicable fire, building, and property maintenance codes.

§ 7-112 **[Ch. 7, Sec. 12] Severability.**

If any section, sentence, clause, or other provision of this chapter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other section, sentence, clause, or provision. To this end, all such portions of this chapter are declared severable and shall be so construed whenever possible to do so.

~~§ 7-111 **[Ch. 7, Sec. 11] License subject to ordinances and in discretion of City Manager.**~~

~~Every license granted under the provisions hereof shall at all times be subject to the Code of the City existing when the same shall be issued or which shall thereafter be passed, so far as the same shall apply. And the City Manager may, in his discretion, refuse to grant any such license when he has reasonable cause to believe that the giving of any such proposed exhibition would be a violation of any provisions of the Code of the City, or he may revoke the same after having been granted for the same reasons.~~

~~§ 7-112 **[Ch. 7, Sec. 12] Prohibitions in licenses - revocation - penalty.**~~

~~All licenses for entertainment, where a license is required, shall contain a proviso that no gaming, raffle, lottery, or chance gift, distribution of money or articles of value shall be connected therewith or allowed by the person obtaining such license, or in anywise permitted or held out as an inducement to visitors. Whoever shall violate the provisions of his, her, or their license as aforesaid shall forfeit and pay a fine of not less than $5 or more than $50 for~~

~~each offense; and it shall be the duty of the City Manager to revoke the license of any such person or persons upon conviction for any such offense.~~

~~§ 7-113 **[Ch. 7, Sec. 13] Mutilation of amusement bills - penalty.**~~
~~It shall not be lawful for any person or persons to destroy, tear, mutilate, cover, or otherwise deface or injure any bill or poster posted in such place as may be permitted, descriptive of any performance or entertainment given in any licensed moving picture theater or hall or in pursuance of a license given by the City; and any person or persons violating the provisions of this section shall be subject to a fine of not less than $5 or not exceeding $25 for each violation thereof.~~

~~§ 7-114 **[Ch. 7, Sec. 14] Intoxicating liquors - smoking - penalty.**~~

~~A. It shall be unlawful for any person or persons to sell or give away any spirituous, vinous, malt or other intoxicating liquor in any moving picture theater, hall or other building where entertainment are given for gain or in any room or rooms connected with the same, under a penalty of not less than $20 or more than $50 for each offense.~~

~~B. Smoking. It shall be unlawful to smoke or carry a lighted cigar, cigarette or pipe beneath the stage or in the seating area of any building used as an assembly hall with seating accommodations for more than 100 persons or in which theatricals, shows, amusements, lectures, or other entertainment are offered, presented, operated, or exhibited.~~

~~§ 7-115 **[Ch. 7, Sec. 15] Seats in passageways - penalty.**~~
~~No chairs, stools or seats of any description shall be placed or permitted to remain in or across the lobby, aisles or passageways in any moving picture theater, hall or other public building when occupied by the public nor shall people be allowed to stand therein, under a penalty of $10 for each and every violation of this section; and it shall be the duty of the police force to see that the foregoing provisions are strictly observed, and in case of any violation thereof forthwith to proceed to clear any obstructed aisle, passageway or lobby and to arrest the offender or offenders.~~

~~§ 7-116 **[Ch. 7, Sec. 16] Special police patrolmen.**~~
~~It shall be the duty of every owner or lessee of every licensed moving picture theater, hall or other building to keep and preserve good order in and about his premises, and to that end he shall hire and keep at his own expense a sufficient number of special police patrolmen.~~

~~§ 7-117 **[Ch. 7, Sec. 17] Refusal to move on after notice - penalty.**~~
~~It shall not be lawful for any person or persons to stand in the lobby or outer entrance of any licensed moving picture theater, hall, or any other public building, or on the sidewalk adjacent to and within 50 feet of such entrance, after a request to move on made by the owner, lessee, or any police officer, under a penalty of $5 for every such offense.~~

~~§ 7-118 **[Ch. 7, Sec. 18] Penalty.**~~
~~Any person, firm or corporation violating any of the provisions of this article where no specific penalty is provided shall be fined not less than $5 nor more than $100 for each offense; and a separate offense shall be deemed committed on each day during which a violation occurs or continues.~~

~~§ 7-119 **[Ch. 7, Sec. 19] Unauthorized exhibition of motion picture.**~~

~~A. A person commits the offense of unauthorized exhibition of a motion picture if he knowingly publicly displays or allows the public display of any sexually offensive motion picture.~~

~~B. Definitions.~~

~~(1) A person exhibits a sexually offensive motion picture knowingly if he has actual or constructive knowledge of the subject material. A person shall be deemed to have constructive knowledge of its character and content if he has knowledge of its character and content if he has knowledge of facts which would put a reasonable and prudent man on notice as to the suspect nature of the material.~~

~~(2) A motion picture is publicly displayed if:~~

~~(a) A person on his own or public property has an unobstructed view of not less than 50% of the total area of the surface upon which the motion picture is projected; or~~

~~(b) Sexually offensive scenes from the movie or other sexually offensive material visible from public property is displayed at the premises upon which the motion picture is being shown; or~~

~~(c) Sexually offensive material is utilized in the advertising of such motion picture.~~

~~C. Penalty. A person convicted of Unauthorized Exhibition of a Motion Picture shall, for the first offense, be fined not to exceed $200, and for each subsequent offense be fined $200-$500 or imprisoned not to exceed 90 days or both; the court may also enjoin the further public display of such motion picture upon the conviction whether for a first offense or otherwise. A separate offense shall be deemed committed on each day in which a sexually offensive motion picture is publicly displayed. In addition, upon conviction for any offense, the license of the theater publicly displaying a sexually offensive motion picture may be suspended or revoked.~~

~~D. Severability. If any subsection, paragraph, sentence, clause, or phrase of this Code shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this section which shall continue in full force and effect, and to this end the provisions of this Code are hereby declared to be severable. **[Ord. No. 1973-104]**~~

Article II

Amusement Devices ~~**(Reserved)**~~

~~Article III~~

~~**Mechanical Musical Devices**~~

§ 7-~~301~~201 **[Ch. 7, Sec. ~~33~~10] Definitions~~; purpose of article~~.**

~~Whenever in this article the following terms are used, they shall have, for the purposes of this article, the meanings respectively ascribed to them in this section:~~

AMUSEMENT DEVICES

Includes electronic musical devices and automatic amusement devices.

AUTOMATIC AMUSEMENT DEVICE

A. Any machine or device which upon payment operates or may be operated as a game or contest of skill or amusement of any description. The term includes, but is not limited to:

(1) Pinball machines and similar devices;

(2) Mechanical rides;

(3) Shooting or sports games;

(4) Driving games or obstacle courses;

(5) Games involving photoelectric cells, with or without projections of images onto a surface;

(6) Movie devices;

(7) Shuffleboard games;

(8) Pool or billiard tables;

(9) Video games, other than video gaming terminals as defined and regulated in Article ~~V~~III of this Chapter;

(10) Merchandise dispensing games.

B. The term shall not include gambling devices, such as video gaming terminals as defined and regulated by Article ~~V~~III, or any device which contains a mechanism for payoffs in any manner other than free plays or points collectible for purchase of small toys.

CHANGE OF OWNERSHIP

A. A change in the form of ownership, e.g., from an individual or partnership or entity or from a partnership to an individual;

B. A change from an individual to a partnership or a change in a partnership such as the addition or deletion of any partner; or

C. In an entity, the transfer of over 5% of the stock thereof except for those listed on a national stock exchange, in which event the transfer of a controlling interest or over 50% of the stock thereof.

DEVICE OWNER

Any person or entity who sets up for operation more than three amusement devices, or who sets up any such device for operation in any location or establishment not owned or operated by them or it, or who leases or distributes any such device for the purpose of operation by another.

ENTITY

An organization that has an identity separate from those of its members, including, but ~~is~~ not limited to, corporations, limited partnerships, limited liability companies, or limited liability partnerships.

ESTABLISHMENT

The building, structure, or premise in which the device owner seeks to provide amusement device(s) under an approved license.

~~MECHANICAL~~ ELECTRONIC MUSICAL DEVICE ~~OR MACHINE~~

Includes ~~a mechanical victrola, a mechanical piano, or any other mechanical~~ electronic musical sound reproduction devices ~~instruments~~, such as digital audio streaming devices or jukeboxes, where the operation of said device requires payment from patrons of the establishment~~which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece which has been recorded on a disc, cylinder, or other type of record. This definition is intended to include all mechanical musical instruments which are commonly located in public places where furnishing a choice of pieces of music.~~

~~OPERATOR~~

~~Any person, firm, corporation, partnership, association, or club who sets up for operation more than three of such devices, or who sets up any such device for operation in any location or establishment not owned or operated by him or it, or who leases or distributes any such device for the purpose of operation by another.~~

PROPRIETOR OF THE ESTABLISHMENT

~~Includes a~~Any person owning or operating a premises where ~~acting in the capacity, of owner or lessee or in any other capacity in controlling, directly or through an agent, the room or place wherein~~ an amusement ~~mechanical musical~~ device is located ~~for the purpose of being~~ or operated.

~~PUBLIC PLACE~~

~~A tavern, barroom, drugstore, eating place, club room, or other place open to the public generally or to a group of selected members or patrons, wherein an mechanical device is maintained for the purpose of furnishing music for the enjoyment or benefit of the patrons, members, and other persons who may be in such place. It is the purpose of this article to regulate and license such a place as a place of amusement and the proprietor of such an establishment as the keeper of theatricals or other exhibitions and amusements.~~

§ 7-202~~302~~ **[Ch. 7, Sec. ~~3~~411] License required.**

A. No person~~, firm, corporation, partnership, association,~~ or entity~~club~~ shall become an ~~operator~~ amusement device owner as herein defined ~~or lease or distribute for the purpose of operation any such amusement device as above defined~~ without first having obtained a license as provided by this article~~therefor in the manner hereinafter set forth, to be known as an operator's license~~.

B. No proprietor of an establishment shall use and operate or maintain for use and operation any amusement ~~mechanical musical~~ device ~~in any public place in the City~~, unless a license therefor shall first have been obtained in the manner required by this article.

§ 7-203 **[Ch. 7, Sec. 12] Applications; Renewals**

A. Applications for creation of licenses shall be made upon forms prepared and furnished by the City Clerk. Each application shall be signed and verified upon the oath or affirmation

of an owner, authorized agent, or managing member of the applicant. Such application shall be submitted and filed with the City Clerk after payment to the City of an application fee as set forth in the Schedule of Fees. Each application shall contain the following information and statements:

(1) The name, date of birth, and address of the applicant in the case of an individual; in the case of a partnership, the persons entitled to share in the profits thereof; and in the case of an entity, the date of incorporation, the objects for which it was organized, the names and addresses of the officers and directors, and if a majority in interest of the stock of such entity is owned by one person or their nominees, the name and address of such person;

(2) The entity name, registered DBA (Doing Business As)/Assumed Name, establishment address and phone number;

(3) An email address to be used for all licensing communications;

(4) The location and place of business to be licensed;

(5) Whether a previous license by any state or subdivision thereof or by the federal government has been revoked and reasons therefor;

(6) A statement that the applicant will not violate any of the laws of the State of Illinois or of the United States or any ordinance of the City in the conduct of their place of business.

If an entity, the applicant must be in good standing with the State of Illinois before a license will be issued.

B. The following must be submitted as supplemental documentation to the application provided by the City Clerk:

(1) A list of all owners/partners/officers with name, date of birth, address, and percent ownership/stock;

(2) If an Assumed Name is used, proof the Assumed Name is registered with the State of Illinois or County of McLean;

(3) A list of all establishments where the applicant seeks to provide amusement devices including the number of amusement devices to be provided at each establishment.

C. Disqualification for license. No such license shall be issued to:

(1) An applicant whose license issued under this ordinance has been revoked for cause in the last year;

(2) An applicant who, at the time of application, for renewal of any license hereunder would not be eligible for such license upon a first application;

(3) Any applicant who fails to furnish or falsely furnishes information or who fails to make or falsely makes statements required in the application for a license as set forth in this

chapter.

D. Renewals. All applications for the renewal of a license shall be made in writing to the City Clerk not later than December 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk not later than December 1 of each year, an affidavit stating that such facts and statements have not changed.

§ 7-204 [Ch. 7, Sec. 13] License issuance.

A. The City Clerk shall issue licenses to qualifying amusement device owners and establishments as defined in this article.

B. The license issued to the amusement device owner shall list the total number of approved devices the owner shall be allowed to operate.

C. Each individual establishment license shall list the approved number of amusement devices permitted at said establishment.

§ 7-205 [Ch. 7, Sec. 14] Number of amusement devices; Changes in the number of amusement devices; Posting of license.

A. Licensed amusement device owners shall only supply approved establishments with the number of amusement devices listed on said establishment license.

B. Changes in amusement devices at a licensed establishment that do not increase the number of amusement devices located at the establishment need not be reported to the City Clerk.

C. If the device owner seeks to increase the number of amusement devices located at an establishment, a request must be submitted to the City Clerk for consideration prior to any additional amusement devices being placed at the establishment. If approved, a new license with the updated number of amusement devices will be issued for the establishment.

D. An establishment's amusement device license shall at all times be displayed in a prominent place and promptly be made available to law enforcement and City staff upon request.

§ 7-206 [Ch. 7, Sec. 15] License fees; Late fee.

A. The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees per year payable in advance and no license shall be issued until such fee has been paid. When a license is created by the City Clerk and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the calendar year in which the license is issued. Application fees shall not be prorated. The license shall expire on December 31st of the year in which it is issued. In the event of revocation or surrender of a license, no portion of the license fee shall be refunded.

B. Each renewal license fee must be received by the City Clerk not later than December 1 unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder

must pay a late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

§ 7-207 [Ch. 7, Sec. 16] Notices of change.
Changes relating to the following must be reported to the City Clerk, in writing, within 30 days of said change: (1) changes in ownership as defined in **§ 7-201** Definitions.; and (2) changes in DBA (Assumed Name).

§ 7-208 [Ch. 7, Sec. 18] Devices to be kept in plain view; Gambling devices.

A. All devices shall at all times be kept and placed in plain view of all persons who may frequent or be in any place of business or other place where such devices are kept or used.

B. Nothing in this article shall be construed to authorize, permit, or license any gambling device of any nature whatsoever that is prohibited by the Code of the City or by the laws of the State of Illinois.

§ 7-209 [Ch. 7, Sec. 19] Display of obscene matter prohibited.
No person knowing or having reason to know the character of the material displayed on the device, shall permit, or offer to permit any person to use an amusement terminal to view obscene matter.

§ 7-210 [Ch. 7, Sec. 20] Access of minors to harmful matter prohibited.
No person, being the owner, operator, or manager of a business or acting in a managerial capacity, shall knowingly or recklessly permit a minor who is not accompanied by their parent or legal guardian to enter or remain in the establishment, if in that part of the premises where the minor is so permitted to be, there is contained an amusement terminal containing or equipped to exhibit harmful material.

§ 7-211 [Ch. 7, Sec. 21] Displaying harmful material to minors.
No person, knowing or having good reason to know the character of the material displayed, shall permit, or offer to permit a minor to use an amusement terminal to view harmful matter.

§ 7-212 [Ch. 7, Sec. 22] License revocation, suspension, or nonrenewal.

A. In addition to the imposition of fines provided in this chapter, any license may be revoked, suspended, or not renewed, after notice and hearing by the City Manager, or their designee, for any of the following reasons:

(1) Violation of any of the provisions of this chapter;

(2) Violation of any law occurring on the establishment's premises committed by the establishment or an employee of the establishment;

(3) Violation of any law or state regulation;

(4) Failure to pay any tax, judgment, fee, or bill owed to the City of Bloomington;

(5) Failure to provide current information regarding the ownership or location of the business;

(6) Failure to notify in writing the City Clerk Department and receive prior approval of a change in ownership as required by § **7-205**;

B. For the administration of this section, the formal rules of evidence shall not apply at the hearing and hearsay may be permitted, provided it is of the nature reasonably prudent persons would rely upon in the conduct of their affairs. At the hearing, the City Manager, or their designee, shall determine by a preponderance of the evidence whether a lawful reason exists to revoke or suspend the license. The City Manager, or their designee, after determining that a lawful reason exists to revoke or suspend the license, shall also determine whether that lawful reason merits the sanction of a revocation or suspension of the license.

C. An establishment whose license has been revoked may not reapply for a new license until one year after the final determination of revocation.

§ 7-214 **[Ch. 7, Sec. 24] Severability.**
If any section, sentence, clause, or other provision of this chapter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other section, sentence, clause, or provision. To this end all such portions of this chapter are declared severable and shall be so construed whenever possible to do so.

~~§ 7-303 **[Ch. 7, Sec. 35] Operator's license fee.**~~
~~**[Ord. No. 2018-89]**~~

~~The license fee for each operator, as above defined, shall be as set forth in the Schedule of Fees, payable quarterly in advance. No license shall be issued for less than one year, and in no case shall any portion of said license fee be repaid to the licensee.~~

~~§ 7-304 **[Ch. 7, Sec. 36] License fee for each machine.**~~
~~**[Ord. No. 2018-89]**~~

~~In addition to the license fee required in the preceding Sections there shall be a fee, as set forth in the Schedule of Fees, for each device operated or set up for operation by an operator or proprietor of an establishment. Said fee shall be paid quarterly in advance, and no license shall be issued for less than one year. In no case shall any portion of said license fee be repaid to the licensee. Payment of the fees required in §§ **7-303** and **7-304** shall be made to the Director of Finance.~~

~~§ 7-305 **[Ch. 7, Sec. 37] Number limited to operator.**~~
~~No operator shall set up for operation, lease, or distribute more than 100 machines at any one time upon any license granted hereunder. If more than 100 machines are set up for operation, leased, or distributed, then the operator shall take out another operator's license at the same fee for every 100 machines or fraction thereof in excess of the first 100.~~

~~§ 7-306 **[Ch. 7, Sec. 38] Application for license as an "operator" - issuance.**~~

~~A. Any person, firm, corporation, partnership, association, or club desiring to secure a license as an operator shall file with the City Manager an application for a license as an "operator" of mechanical musical devices, which shall be signed by the applicant, if an individual, or by a duly authorized officer, manager, or agent thereof, if a firm,~~

~~partnership corporation or club. The application shall contain the following information and statements:~~

~~(1) In case the applicant is an individual, his name and age and the address of his residence; in the case of a firm or partnership, the trade name and the names and addresses of the members of such firm or partnership and of the managers of the establishment. In the case of a corporation or club, the date of incorporation or organization, the object for which it was organized, and the names and addresses of the officers and managers.~~

~~(2) The location and description of the premises or place where the business of such operator will be conducted or that of the place from which distribution will be made.~~

~~(3) The number of mechanical musical devices for which the applicant seeks a license and a description by trade name, model number, and serial number of each device.~~

~~(4) Prior conviction of applicant, if any.~~

~~(5) In case the "operator" is not a distributor, the application shall contain the following information:~~

~~(a) The character of the principal business carried on in the place in which the mechanical musical devices are to be located.~~

~~(b) A schedule of the hours during which the public place is open for use by the members, patrons or public.~~

~~(c) A schedule of the days of the week and the hours of such days during which the applicant seeks permission for the operation of the mechanical musical device.~~

~~§ 7-307 **[Ch. 7, Sec. 39] Application for license as "proprietor" of an establishment; issuance - nontransferable.**~~

~~A. Any person firm, corporation, partnership, association, or club desiring to secure a license as a proprietor of an establishment to operate an individual mechanical musical device in a public place shall file with the City Manager an application which shall be signed by the applicant, if an individual, or by a duly authorized officer, manager, or agent thereof if a firm, partnership, corporation or club. The application shall contain the following information and statements:~~

~~(1) In case the applicant is an individual, his name and age and the address of his residence; in the case of a firm or partnership, the trade name and names and addresses of the members of such firm or partnership and of the managers of the establishment; in the case of a corporation or club the name of the corporation or club, the date of incorporation, or organization, the object for which it was organized, and the names and addresses of the officers and managers.~~

~~(2) The location and description of the premises or place where the business of such proprietor will be conducted.~~

~~(3) The number of mechanical musical devices for which the applicant seeks a license and description by trade name, model number, and serial number of each device.~~

~~(4) Prior conviction of applicant, if any.~~

~~(5) The character of the principal business carried on in the place in which the mechanical musical devices are to be located.~~

~~(6) A schedule of the hours during which the public place is open for use by the members, patrons, or public.~~

~~(7) A schedule of the days of the week and the hours of such days during which the applicant seeks permission for the operation of the mechanical musical device.~~

~~§ 7-308 **[Ch. 7, Sec. 40] Payment of fees - posting of license.**~~
~~No license shall be issued under the provisions of this article until the fees are fully paid. All licenses for mechanical musical devices shall be posted in a conspicuous place in the establishments of the licensee.~~

~~§ 7-309 **[Ch. 7, Sec. 41] False statements.**~~
~~It shall be unlawful for any person to sign or present any application for a license required by this article, knowing it to contain any false statement.~~

~~§ 7-310 **[Ch. 7, Sec. 42] Issuance; duration; contents.**~~

~~A. After the application for license required by this article has been duly approved in the manner prescribed in this article and the license fee has been paid as herein provided, the applicant shall submit to the City Clerk his approved application for a license and receipt for the license fee or other proof that the license fee has been paid, whereupon the City Clerk shall issue a license for the number of machines designated in the application for which the license fee has been paid. Each license shall be an annual license expiring on the 31st day of December of the year in which it is issued. **[Ord. No. 1974-124]**~~

~~B. The license shall state the date of issuance, the date of expiration, the amount of the license fee paid, the name and address of the establishment in which the machine or machines are to be located, the name of the operator or proprietor and the trade name, model number and serial number of each machine.~~

~~§ 7-311 **[Ch. 7, Sec. 43] Restrictions upon issuance.**~~
~~No license required by this article shall be issued to:~~

~~A. A person not of legal age or under any legal disability.~~

~~B. A person who is not of good moral character or reputation in the community in which he resides.~~

~~C. A person who is not a citizen of the United States.~~

~~D. A person who has previously had a license issued under this article, which has been revoked for good cause.~~

~~E. A person who, at the time of application for renewal of any license issued under this article, would not be eligible for such a license upon a first application.~~

~~F. A firm or partnership, unless each of the members of such firm or partnership is authorized to obtain a license under this article.~~

~~G. A corporation or club not authorized to do business in the state or of which any officer or manager, or any employee to be left in immediate control of the establishment, would not be eligible to obtain a license under this article.~~

~~§ 7-312 **[Ch. 7, Sec. 44] Grounds for disapproval.**~~
~~Prior to the issuance of any license under this article, the application for such license must contain the approval, by initial or other memorandum on the application of the Chief of Police, or other officer designated by the City Manager to inspect the premises and investigate the applicant. This approval shall not be given until after the establishment has been inspected, and the location and proposed rooms for operation of the mechanical musical device have been found satisfactory. The application shall not be approved:~~

~~A. If the construction and the location of the establishment are such that the operation of the mechanical musical device during any of the hours designated in the application would constitute a nuisance or would unreasonably annoy the residents of the neighborhood.~~

~~B. If the establishment is being operated in such a manner that the operation of a mechanical musical device therein would constitute a nuisance or would unreasonably annoy the residents of the neighborhood.~~

~~C. If the building in which the mechanical musical device is to be operated is structurally unsafe for the accommodation of the patrons, members of the club, or other persons who may be in such place or if there would be any fire hazard to the patrons, members of the club, or other persons. For the purpose of enforcing these requirements, the Chief of Police or any other person designated by him may require an inspection and approval by the Building Official, the Chief Fire Marshal, or officers designated by them.~~

~~D. If the operation of the mechanical musical device in the establishment would in any way endanger the patrons, members of the club, or other persons who may be in such place or the residents of the neighborhood or the general public.~~

~~§ 7-313 **[Ch. 7, Sec. 45] Validity, transferability, inc.**~~
~~The license required by this article shall be valid only for the establishment described in the license and for the machine or machines described in the license and shall not be transferable or assignable, except as provided in this article.~~

~~§ 7-314 **[Ch. 7, Sec. 46] Number tags - evidence of ownership - record of location.**~~
~~The City Clerk shall issue a number tag for each device licensed hereunder, and such number tag shall at all times be firmly fixed to such machine in a conspicuous place, and no tag shall be transferred from one device to another. Prior to the issuance of each license for an individual device, evidence of ownership thereof shall be filed with the City Clerk and any transfer of ownership immediately shall be filed with said City Clerk. No machine shall be installed for operation, taken out of the location thereof or changed from the location to another without a written statement thereof immediately being filed with said City Clerk.~~

~~§ 7-315 **[Ch. 7, Sec. 47] Inspection.**~~
~~The City through its officers, agents, and employees shall have the right, to enter at all times any establishment, place, or building in which any of such devices are operated or set up for operation and to inspect, investigate, and test such devices.~~

~~§ 7-316 **[Ch. 7, Sec. 48] Procedure of new proprietor for license when establishment sold.**~~
~~If an establishment is sold where there is located a mechanical musical device, the new proprietor shall submit a new application for a license for the balance of the year. If the applicant shall state on the application that both the establishment and the machine are to be operated in the same manner as they were theretofore operated by the previous proprietor, the City Manager may approve the application without making a new inspection of the establishment, and if the old license is returned to the City Clerk with a new application for license, the license fee for the new license shall be 1/2 the amount the fee would have been if it had been an application for an original license which fee shall be paid to the Director of Finance. The new license certificate and license tag shall contain the word "transfer" written at the top thereof. If the proprietor of the establishment wishes to replace one machine with another, he shall remove the tag from the old machine and bring said tag, together with his license certificate to the City Clerk, who shall change the certificate by crossing off the trade name, model number and serial number of the removed machine and shall insert thereon the trade name, model number, and serial number of the new machine. The City Clerk shall also issue a new tag for the new machine. At the time the licensee makes application to the City Clerk for the change in his license, he shall submit to the City Clerk the receipt for the transfer fee as provided in this article.~~

~~§ 7-317 **[Ch. 7, Sec. 49] Regulation of operation.**~~
~~No mechanical musical device or machine shall be operated or kept for operation in any public place:~~

~~A. Valid license required. Where a valid license is not in full force and effect for the operation by an operator or proprietor of the establishment of the particular mechanical musical device or machine.~~

~~B. Display of tag. When the particular mechanical musical device or machine does not have prominently displayed on a part of the machine, clearly visible to any person operating the machine, a tag issued by the City Clerk, which describes the particular machine by trade name, model number and serial number, and which describes the location by the name and address of the establishment.~~

~~C. Nuisance, etc. At any time when because of the construction or location of the establishment or the nature of the mechanical musical device or machine or the time of the day or night or any other reason, the operation of the mechanical musical device or machine would constitute a nuisance or a fire hazard or would unreasonably annoy the residents of the neighborhood or would in any way danger the patrons, members of the club or other persons who may be in such place, or the residents of the neighborhood or the general public.~~

~~D. Prohibited hours of operation. At any time on Sunday or at any time on any other day between 10:00 p.m. and 7:00 a.m. if, because of the nearness of residents or the opening of windows or other characteristics of the establishment any of the sound of music can~~

~~be heard in any residence or other building in which people reside or sleep, or at any time not designated as a time for operation in the license.~~

~~§ 7-318 **[Ch. 7, Sec. 50] Revocation of license.**~~
~~Any license issued hereunder may be revoked by the City Manager whenever in his judgment the public welfare requires such revocation. The acceptance of any license under this Ordinance shall constitute an agreement between the parties to such license even though the license itself does not state such fact, that the same may be so revoked.~~

~~§ 7-319 **[Ch. 7, Sec. 51] Notice to licensee of violation of article; revocation of license; right of appeal of aggrieved licensee.**~~
~~The City Manager or the officer or other employee of the City designated by the City may at any time notify any licensee of any charge of the violation of any of the provisions of this article in connection with the operation of any mechanical musical device or machine for which a license has been issued and of the time and place in which such licensee or his agent may appear to answer such charge. Evidence both for and against the licensee shall be heard at the time and place designated in the notice or at such time and place to which the hearing shall be adjourned. Such hearing shall be presided over and judged by the City Manager or by such officer or other employee of the City whom he may designate. Upon a finding after such hearing or a default that the violation of the license has occurred, the City Manager may order the revocation of the license and the license shall there upon be terminated. Any licensee who feels aggrieved by the revocation of any license may appeal to the circuit court of the county by way of injunction proceedings.~~

~~§ 7-320 **[Ch. 7, Sec. 52] Penalty for violation of article.**~~
~~If a mechanical musical device or machine is operated or is kept for operation in any public place in the City in violation of any of the terms of this article, the operator or proprietor of the establishment and also the manager, officer, barkeeper or other agent who, for the time being, is in the establishment in charge of the establishment and also any officer, employee, barkeeper or other agent who, for the time being, is present and apparently responsible for maintaining discipline within the establishment shall, each of them separately, be guilty of a misdemeanor and shall be fined in a sum not less than $10 nor more than $200 for each offense, and every day or fraction of a day that this Code is violated shall constitute and be considered a separate and distinct offense.~~

~~Article IV~~
~~**Automatic Amusement Devices**~~

~~§ 7-401 **[Ch. 7, Sec. 53] Definitions.**~~

~~**AMUSEMENT CENTER**~~
~~An establishment, the principal use of which is the operation of automatic amusement devices as defined in this chapter. Said establishment shall be posted "No Smoking," shall not contain cigarette vending machines or more than 140 automatic amusement devices, shall be supervised by an adult over 21 years of age, shall have a minimum level of illumination of at least twenty-footcandles, and shall have a minimum of six inches of space between each automatic amusement device.~~

~~**[Ord. No. 1983-71]**~~

~~**AUTOMATIC AMUSEMENT DEVICE**~~

~~A. The term "automatic amusement device" (hereinafter also referred to as "device" or "machine") shall mean any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description. The term includes, but is not limited to:~~

~~(1) Pinball machines and similar devices;~~

~~(2) Mechanical rides;~~

~~(3) Shooting games;~~

~~(4) Driving games or obstacle courses;~~

~~(5) Games involving photoelectric cells, with or without projections of images onto a surface;~~

~~(6) Movie devices;~~

~~(7) Bowling or shuffleboard games;~~

~~(8) Pool or billiard tables unless they are licensed under Article **VI** of this chapter; coin operated pool tables may be licensed under Article **VI**.~~

~~B. The term shall not include gambling devices, any device which contains a mechanism for payoffs in any manner other than free plays, or any device which dispenses merchandise. **[Ord. No. 1983-71]**~~

~~**DEVIATE SEXUAL CONDUCT**~~

~~Any act involving the sexual organs of one person and the mouth or anus of another.~~

~~**[Ord. No. 1983-71]**~~

~~**HARMFUL MATTER**~~

~~Any picture, photograph, motion picture, film or other visual representation or image of a person or portion of the human body that depicts nudity, sadomasochistic abuse, sexual conduct or sexual excitement.~~

~~**[Ord. No. 1983-71]**~~

~~**MINOR**~~

~~Any unmarried person under 18 years of age.~~

~~**[Ord. No. 1983-71]**~~

~~**NUDITY, NUDE**~~

~~Pertains to uncovered, or less than opaquely covered, post-pubertal human genitals, pubic areas, the post-pubertal human female breast below a point immediately above the top of the areola, or the covered human male genitals in a discernibly turgid state. For the purpose of this definition, a female breast is considered uncovered if the nipple only or the nipple and aerola only are covered.~~

~~**[Ord. No. 1983-71]**~~

~~**OBSCENE MATTER**~~

~~As used in this article, matter is obscene if:~~

~~A. It depicts or describes in a patently offensive manner sadomasochistic abuse or sexual conduct; and~~

~~B. The average person applying contemporary community standards would find the work, taken as a whole, appeals to the prurient interest in sex; and~~

~~C. Taken as a whole, it lacks serious literary, artistic, political or scientific value.~~ ~~**[Ord. No. 1983-71]**~~

~~**OPERATOR**~~

~~Any person who sets upon for operation more than 15 of any such devices or who sets up any device for operation in any location or establishment not owned or operated by him or it or who leases or distributes any such device for the purpose of operation by another.~~

~~**[Ord. No. 1983-71]**~~

~~**PERSON**~~

~~Any natural person, firm, partnership, corporation, association or club.~~

~~**[Ord. No. 1983-71]**~~

~~**PLACE OF PUBLIC RESORT**~~

~~Includes but is not limited to inns, restaurants, eating houses, hotels, soda fountains, soft drink parlors, taverns, roadhouses, barber shops, stores, club rooms, theaters, skating rinks, golf courses, golf driving ranges, concerts, cafes, bicycle rinks, ice cream parlors or rooms, railroads, public swimming pools and other places of public accommodation and amusement of every kind and description.~~

~~**[Ord. No. 1983-71]**~~

~~**PROPRIETOR OF THE ESTABLISHMENT**~~

~~Includes any person acting in the capacity of owner or lessee or in any other capacity in controlling, directly or through an agent, any room or place wherein an automatic amusement device is located for the purpose of being operated.~~

~~**[Ord. No. 1983-71]**~~

~~**SADOMASOCHISTIC ABUSE**~~

~~Flagellation or torture by or upon a person who is nude or clad in undergarments or in revealing or bizarre costume, or the condition of being fettered, bound or otherwise physically restrained on the part of one so clothed.~~

~~**[Ord. No. 1983-71]**~~

~~**SEXUAL CONDUCT**~~

~~Human masturbation, sexual intercourse, deviate sexual conduct, or any touching of the genitals, pubic areas or buttocks of the human male or female, or the breasts of the female, whether alone or between members of the same or opposite sex or between humans and animals in an actual or simulated act of apparent sexual stimulation or gratification.~~

~~**[Ord. No. 1983-71]**~~

~~**SEXUAL EXCITEMENT**~~

~~The condition of human male or female genitals or the breasts of the female when in a state of sexual stimulation, or the sensual experiences of humans engaging in or witnessing sexual conduct or nudity.~~

~~**[Ord. No. 1983-71]**~~

~~§ 7-402 **[Ch. 7, Sec. 54] License required.**~~

~~A. No person, firm, corporation, partnership, association, or club shall become an operator as herein defined, or lease or distribute for the purpose of operation, any such device as above defined without first having obtained a license therefor in the manner hereinafter set forth.~~

~~B. No proprietor of an establishment shall use and operate or maintain for use and operation any automatic amusement device in any public place in the City, unless a license therefor shall first have been obtained in the manner required by this article. **[Ord. No. 1977-88]**~~

~~§ 7-403 **[Ch. 7, Sec. 55] Operator's license fee.**~~
~~**[Ord. No. 2018-89]**~~

~~The license fee for each operator, as above defined, shall be as set forth in the Schedule of Fees, per year in advance, payable annually, semiannually or quarterly. No license shall be issued for less than one year, and in no case shall any portion of said license fee be repaid to the licensee. The fee charged for any license issued during a quarter shall be on the basis of the number of quarters or parts thereof remaining in the year.~~

~~§ 7-404 **[Ch. 7, Sec. 56] License fee for each machine.**~~

~~A. In addition to the operator's license fee required in this article, there shall be paid an annual license fee as set forth in the Schedule of Fees for each device operated. Said fee shall be paid in advance annually, semiannually or quarterly, and no license shall be issued for less than one year. In no case shall any portion of said license fee be repaid to the licensee. Payment of the license fee required by this article shall be made to the Director of Finance.~~

~~B. The fee charged for any license issued during a quarter shall be on the basis of the number of quarters or parts thereof remaining in the year. **[Ord. No. 2018-89]**~~

~~§ 7-405 **[Ch. 7, Sec. 57] Number limited to operator and location.**~~

~~A. Except in an amusement center, no person shall set up for operation or allow operation of more than 30 machines in any one location or establishment. **[Ord. No. 1983-71]**~~

~~B. Except in an amusement center, no person shall operate, set up for operation or permit operation of any machine where the total gross income from all machines at such location or establishment exceeds 50% of the gross income of the establishment. The City shall have the right to inspect the financial records of any business at reasonable times and upon the giving of reasonable notice of intent to do so. The burden of establishing the proportion of income from, operation of automatic amusement devices shall be upon the business.~~ **~~[Ord. No. 1983-71]~~**

~~C. No person shall set up for operation or allow the operation of more than 140 machines in an amusement center.~~ **~~[Ord. No. 1983-71]~~**

~~§ 7-406~~ **~~[Ch. 7, Sec. 58] Application for license - issuance.~~**

~~A. Any person, firm, corporation, partnership, association, or club desiring to secure a license as an "operator" shall file with the City Manager an application for a license as an "operator" of automatic amusement devices, which shall be signed by the applicant, if an individual, or by a duly authorized officer, manager, or agent thereof, if a firm, partnership, corporation, or club. The application shall contain the following information and statements:~~

~~(1) In case the applicant is an individual, his name and age and the address of his residence; in the case of a firm or partnership, the trade name and the names and addresses of the members of such firm or partnership and of the managers of the establishment; in the case of a corporation or club, the name of the corporation or club, the date of the incorporation or organization, the object for which it was organized, and the names and addresses of the officers and managers.~~

~~(2) The location and description of the premises or place where the business of such operator will be conducted or that of the place from which distribution will be made.~~

~~(3) The number of automatic amusement devices for which the applicant seeks a license.~~ **~~[Ord. No. 1975-63]~~**

~~(4) Prior conviction of applicant, if any.~~

~~(5) In case the "operator" is not a distributor, the application shall contain the following information:~~

~~(a) The character of the principal business carried on in the place in which the automatic amusement device or devices are to be located.~~

~~(b) A schedule of the hours during which the public place is open for use by the members, patrons or public.~~

~~(c) A schedule of the days of the week and the hours of such days during which the applicant seeks permission for the operation of the automatic amusement device.~~

~~B. Any person, firm, corporation, partnership, association, or club desiring to secure a license as a proprietor of an establishment to operate an automatic amusement device in a public place shall file with the City Manager an application which shall be signed by the applicant, if an individual, or by a duly authorized officer, manager, or agent thereof, if~~

~~a firm, partnership, corporation, or club. The application shall contain the following information and statements:~~

~~(1) In case the applicant is an individual, his name and age and the address of his residence; in the case of firm or partnership, the trade name and names and addresses of the members of such firm or partnership and of the managers of the establishment; in the case of a corporation or club, the date of incorporation or organization, the object for which it was organized, and the names and addresses of the officers and managers.~~

~~(2) The location and description of the premises or place where the business of such proprietor will be conducted.~~

~~(3) The number of automatic amusement devices for which the applicant seeks a license.~~ ~~**[Ord. No. 1975-63]**~~

~~(4) All felony convictions of the applicant within five years of the application. If applicant is a partnership or corporation, such information shall be furnished with respect to all partners or officers and directors.~~

~~(5) The character of the principal business carried on in the place in which the automatic amusement devices are to be located.~~

~~(6) A schedule of the hours during which the public place is open for use by the members, patrons, or public.~~

~~(7) A schedule of the days of the week and the hours of such days during which the applicant seeks permission for the operation of the automatic amusement device.~~ ~~**[Ord. No. 1977-129]**~~

~~C. No license shall be issued under the provisions of this article until the fees are fully paid. All licenses for automatic amusement devices shall be posted in a conspicuous place in the establishment of the licensee.~~

~~§ 7-407~~ ~~**[Ch. 7, Sec. 59] False statements.**~~
~~It shall be unlawful for any person to sign or present any application for a license required by this article, knowing it to contain any false statement.~~

~~§ 7-408~~ ~~**[Ch. 7, Sec. 60] Grounds for disapproval.**~~

~~A. Prior to the issuance of any license under this article, the application for such license must contain the approval by initial or other memorandum on the application of the Chief of Police or other officer designated by the City Manager for inspection of the premises and investigation of the applicant. This approval shall not be given until after the establishment has been inspected and the location and proposed rooms for operation of the automatic amusement device have been found to comply with all health and safety codes of the City of Bloomington.~~ ~~**[Ord. No. 1977-129]**~~

~~B. Upon receipt of information required under Subsection **A** of this section, the City Manager shall conduct a hearing on said application, and shall give the applicant seven days' written notice thereof. Such hearing shall be held for the purpose of determining whether the applicant meets the standards set forth in the Article for licensing.~~ ~~**[Ord. No. 1977-**~~

~~129]~~

~~C. Within two business days after completion of the hearing, the City Manager shall notify the applicant in writing of his decision to license or not license the establishment.~~ ~~**[Ord. No. 1977-129]**~~

~~§ 7-409~~ ~~**[Ch. 7, Sec. 61] Restrictions upon issuance.**~~
~~No license required by this article shall be issued to:~~

~~A. A person not of legal age or under any legal disability.~~

~~B. A person who has been convicted within five years immediately preceding the application of a felony involving moral turpitude, unless the City Manager finds such person has been rehabilitated.~~

~~C. A person who is not a citizen of the United States.~~

~~D. A person who has previously had a license issued under this article, which has been revoked for good cause.~~

~~E. A person who at the time of application for renewal of any license issued under this article would not be eligible for such a license upon a first application.~~

~~F. A firm or partnership unless each of the members of such firm or partnership is authorized to obtain a license under this article.~~ ~~**[Ord. No. 1977-129]**~~

~~§ 7-410~~ ~~**[Ch. 7, Sec. 62] Issuance; duration; contents of license.**~~
~~A. After the application for the license has been duly approved in the manner prescribed in this article and the license fee has been paid as herein provided, the applicant shall submit to the City Clerk his approved application for a license and receipt for the license fee, or other proof that the license fee has been paid, whereupon the City Clerk shall issue a license for the number of machines designated in the application for which the license fee has been paid. Each license shall be an annual license, expiring on the 31st day of December of the year in which it is issued. Each license shall state the date of issuance, the date of expiration, the amount of the license fee paid, the name and address of the establishment in which the machine or machines are to be located, the name of the operator or proprietor and the trade name, model number, and serial number of each machine.~~

~~B. All licenses shall be posted in a conspicuous place in the establishment of the licensee. Such license shall be nonassignable and nontransferable and in case of an individual device, shall apply to the premises for which the license is issued.~~ ~~**[Ord. No. 1974-124]**~~

~~§ 7-411~~ ~~**[Ch. 7, Sec. 63] Suspension or revocation.**~~
~~A. The City Manager may at any time notify any licensee of any charge of the alleged violation of any of the provisions of this article in connection with the operation of any automatic amusement device, and after a hearing presided over by the City Manager, he may order the suspension or revocation of the license upon a finding that the violation has occurred, and the license shall thereupon be suspended or terminated. The acceptance of any license under this article shall constitute an agreement between the~~

~~parties to such license, even though the license itself does not state such fact, that the same may be so revoked. Upon suspension or revocation of an operator's license, all devices operated under said license shall be removed, or in the case of suspension, rendered inoperable during the period of such suspension.~~ **~~[Ord. No. 1977-88]~~**

~~B. The suspension or revocation of an operator's license shall not prohibit the City of Bloomington from seeking or imposing penalties as otherwise provided in this article; all penalties provided for herein are intended to be cumulative.~~ **~~[Ord. No. 1977-88]~~**

~~§ 7-412~~ **~~[Ch. 7, Sec. 64] Device permit - evidence of ownership.~~**
~~The City Clerk shall issue a device permit for the devices licensed hereunder on each premises and said permit shall at all times be prominently displayed in a conspicuous place on the premises. Prior to the issuance of each permit, evidence of ownership thereof shall be filed with the City Clerk and any transfer of ownership immediately shall be filed with said City Clerk. Each permit shall contain:~~

~~A. The name of the premises;~~

~~B. The owner of the device;~~

~~C. The period for which the permit is valid.~~ **~~[Ord. No. 1975-63]~~**

~~§ 7-413~~ **~~[Ch. 7, Sec. 65] Devices to be kept in plain view - gambling devices - required or prohibited features.~~**
~~A. All devices shall at all times be kept and placed in plain view of all persons who may frequent or be in any place of business or other place where such devices are kept or used.~~ **~~[Ord. No. 1977-88]~~**

~~B. Nothing in this article shall be construed to authorize, permit or license any gambling device of any nature whatsoever which is prohibited by the Code of the City or by the laws of the State of Illinois.~~ **~~[Ord. No. 1977-88]~~**

~~C. No such device shall include an internal or external accumulation counter which would indicate the number of free plays which had been awarded and which counter could be manipulated to show a reduced number of free plays in any manner than by actually playing the free plays.~~ **~~[Ord. No. 1977-88]~~**

~~§ 7-414~~ **~~[Ch. 7, Sec. 67] Inspection.~~**
~~The City through its officers, agents and employees shall have the right to enter at all times any establishment, place or building in which any of such devices are operated or set up for operation and to inspect, investigate and test such devices.~~

~~§ 7-415~~ **~~[Ch. 7, Sec. 68] Display of obscene matter prohibited.~~**
~~[Ord. No. 1977-129]~~

~~No person knowing or having reason to know the character of the material displayed on the device, shall permit or offer to permit any person to use an automatic amusement device to view an obscene matter.~~

~~§ 7-416 **[Ch. 7, Sec. 69] Access of minors to harmful matter prohibited.**~~
~~**[Ord. No. 1977-110]**~~

~~No person, being the owner, operator or manager of a business or acting in a managerial capacity, shall knowingly or recklessly permit a minor who is not accompanied by his parent or legal guardian to enter or remain in the establishment, if in that part of the premises where the minor is so permitted to be, there is contained an automatic amusement device containing or equipped to exhibit harmful material.~~

~~§ 7-417 **[Ch. 7, Sec. 70] Displaying harmful material to minors.**~~
~~**[Ord. No. 1977-110]**~~

~~No person, knowing or having good reason to know the character of the material displayed, shall permit or offer to permit a minor to use an automatic amusement device to view harmful matter.~~

~~§ 7-418 **[Ch. 7, Sec. 71] Affirmative defenses in prosecutions under §§ 7-416 and 7-417.**~~
~~In any prosecution under § **7-416** or **7-417** of this chapter it shall be an affirmative defense for the defendant to prove:~~

~~A. That the defendant was in a parental or guardianship relationship with the minor; or~~

~~B. That the defendant was a bona fide school, museum or public library, or was acting in the course of his employment as an employee of such organization or of a retail outlet affiliated with and serving the educational purpose of such organization; or~~

~~C. That the defendant was charged with the sale, showing, exhibition or display of matter, those portions of which might otherwise be contraband forming merely an incidental part of an otherwise non-offending whole, and serving some legitimate purpose therein other than titillation; or~~

~~D. That the minor displayed to the defendant written evidence that he had attained the age of 18. **[Ord. No. 1977-110]**~~

~~§ 7-419 **[Ch. 7, Sec. 72] Penalty.**~~
~~A. Except as provided in Subsection **B**, any person, firm, partnership, corporation or club violating this article or any of the provisions thereof shall be fined in a sum of not less than $15 nor more than $200 for each offense. **[Ord. No. 1977-88]**~~

~~B. Any person, firm, partnership, corporation or club found guilty of operating unlicensed devices shall for each offense be fined not less than an amount equal to twice the annual license fee for each unlicensed machine. **[Ord. No. 1977-88]**~~

~~C. A separate offense shall be deemed committed each day or fraction thereof that a violation occurs or continues to exist. **[Ord. No. 1977-88]**~~

~~§ 7-420 **[Ch. 7, Sec. 73] Severability.**~~
~~**[Ord. No. 1977-129]**~~

~~It is the intent of the City Council that the provisions of this article be construed as severable to the extent legally possible, and the invalidity of any section or portion thereof shall not affect the validity of the remainder of the Article.~~

~~Article V~~
~~**(Reserved)**~~

~~Article VI~~
~~**Bowling Alleys and Pool Rooms**~~

~~§ 7-601 **[Ch. 7, Sec. 83] License - required.**~~
~~**[Ord. No. 1977-88]**~~

~~No person shall have, keep or conduct for profit within the City any billiard, pool or bagatelle table, or bowling alley, without first obtaining a license therefor as provided in this chapter. Any billiard, pool, or bagatelle table or bowling alley kept, used or operated in any tavern or public place or any room or place conducted or used as an adjunct or part of any tavern or public place, the use of which table or bowling alley is permitted to the patrons or customers of such tavern or public place, shall be licensed under the provisions of this chapter, whether a fee is charged for the use of such table or bowling alley or not.~~

~~§ 7-602 **[Ch. 7, Sec. 84] Application.**~~
~~**[Ord. No. 1977-88]**~~

~~Any person desiring to have, keep or conduct any billiard, pool or bagatelle table or any bowling alley for profit in the City shall make written application to the City Manager for a license so to do, setting forth in such application the full name of the applicant and the place at or in which such billiard, pool or bagatelle table or bowling alley is to be kept, used or operated.~~

~~§ 7-603 **[Ch. 7, Sec. 85] Grounds for disapproval.**~~
~~**[Ord. No. 1977-88]**~~

~~Prior to the issuance of any license under this article, the application for such license must contain the approval, by initial or other memorandum on the application, of the Chief of Police, or other officer designated by the City Manager. This approval shall not be given until after the establishment has been inspected and the location and proposed rooms for operation of the bowling alley, billiard, bagatelle, or pool table has been found satisfactory.~~

~~§ 7-604 **[Ch. 7, Sec. 86] Restrictions upon issuance.**~~
~~No license required by this article shall be issued to:~~

~~A. A person not of legal age or under any legal disability.~~

~~B. A person who is not of good moral character or reputation in the community in which he resides.~~

~~C. A person who is not a citizen of the United States.~~

~~D. A person who has previously had a license issued under this article, which has been~~

~~revoked for good cause.~~

~~E. A person who, at the time of application for renewal of any license issued under this article, would not be eligible for such a license upon a first application.~~

~~F. A firm or partnership, unless each of the members of such firm or partnership is authorized to obtain a license under this article.~~

~~G. A corporation or club not authorized to do business in the state or of which any officer or manager or any employee to be left in immediate control of the establishment, would not be eligible to obtain a license under this article.~~

~~§ 7-605 **[Ch. 7, Sec. 87] License fee.**~~

~~A. Licenses may be granted to the keepers of any billiard or pool tables, bagatelle tables or bowling alleys on the following terms and conditions:~~

~~(1) To the keepers of billiard or pool tables for the term of one year a fee, as set forth in the Schedule of Fees, for every table, payable annually in advance.~~

~~(2) To the keepers of bagatelle tables for the term of one year a fee, as set forth in the Schedule of Fees, for every table, payable annually in advance.~~

~~(3) To the keepers of nine or 10 pin alleys for the term of one year a fee, as set forth in the Schedule of Fees, for every alley, payable annually in advance.~~

~~B. Every license shall expire on the 31st day of December of the year in which it is issued. The fee charged for any license issued during a quarter shall be on the basis of the number of quarters or parts thereof remaining in the year. **[Ord. No. 2018-89]**~~

~~§ 7-606 **[Ch. 7, Sec. 88] Issuance.**~~
~~**[Ord. No. 1977-88]**~~

~~Upon the grant of the application required by this article by the City Manager and upon the payment by the applicant to the Director of Finance of the license fee above set out for each billiard, pool or bagatelle table, or bowling alley which such applicant desires to use, keep or operate, the City Clerk shall issue to the applicant a license authorizing the keeping, conducting or operating of such billiard, pool or bagatelle table or bowling alley, as the case may be at the place described in such application for and during the term of such license.~~

~~§ 7-607 **[Ch. 7, Sec. 89] Minors prohibited.**~~
~~**[Ord. No. 1977-88]**~~

~~It shall be unlawful for any person having a license from said City to keep any billiard, pool or bagatelle table to suffer or permit any minor under the age of 14 years to play in or to frequent, remain or be harbored in or about any such billiard, pool or bagatelle table or room and any person violating this section shall be fined not less than $15 nor more than $200 for each offense. The Court in which the trial is had may in its discretion enter as a part of the judgment a forfeiture of the license. It shall be an affirmative defense to a charge of violation of this section that the minor showed the licensee or an agent thereof written evidence that he was of the age of 14 or older.~~

~~§ 7-608 **[Ch. 7, Sec. 90] Manner of conducting premises.**~~
~~It shall be unlawful for any person to whom a license has been issued under this article to allow or permit any lewd or lascivious conduct, disorderly conduct, or profanity or to permit therein any person under the influence of liquor or anyone known to be a prostitute, pimp, or procurer. Any member of the Police Department shall have power to enter and inspect any such place licensed hereunder at any time.~~

~~§ 7-609 **[Ch. 7, Sec. 91] When to close.**~~
~~On week days all places mentioned in this article shall be closed by midnight of each day and be kept closed until 5:00 a.m. in the morning of the next day following. Any person violating any of the provisions of this section shall be fined for each offense not less than $10 nor more than $50.~~

~~§ 7-610 **[Ch. 7, Sec. 92] Revocation.**~~
~~**[Ord. No. 1977-88]**~~

~~The City Manager may at any time notify any licensee of any charge of the violation of any of the provisions of this article in connection with the operation of any billiard, pool or bagatelle table or bowling alley for which a license has been issued, and after a hearing presided over by the City Manager, he may order the revocation of the license upon a finding that the violation has occurred, and the license shall thereupon be revoked. The acceptance of any license under this article shall constitute an agreement between the parties to such license, even though the license itself does not state such fact, that the same may be so revoked.~~

~~§ 7-611 **[Ch. 7, Sec. 93] Penalty.**~~
~~Any person, firm, or corporation violating this article or any provision thereof, for which no other penalty is provided in this article, shall be fined in a sum not less than $10 nor more than $200 for each offense and each day or fraction of a day that this article is violated shall constitute and be considered a separate and distinct offense.~~

~~Article VII~~
~~**Skating Rinks**~~

~~§ 7-701 **[Ch. 7, Sec. 94] Licenses - penalty.**~~
~~It shall not be lawful for any person, company, corporation, or other association to own or operate any roller skating rink in the City without first having obtained a license for that purpose as herein provided; and any person violating this section shall forfeit and pay not less than $5 nor more than $100 for each offense; provided, that the provisions of this section shall not apply to any public entertainment the proceeds of which are for the benefit of any religious, fraternal, charitable, or educational institution located in the City.~~

~~§ 7-702 **[Ch. 7, Sec. 95] Application for license.**~~
~~Every application for a license hereunder shall be made to the City Manager and shall state the location of the skating rink and the name of the person, firm or corporation owning or operating it. The City Manager shall grant said license whenever the provisions of this article have been complied with.~~

~~§ 7-703 **[Ch. 7, Sec. 96] License fee.**~~
~~**[Ord. No. 2018-89]**~~

~~Licenses shall be issued for one year, expiring December 31st of each year. The owner or operator of roller skating rinks or places to be used for roller skating rinks or places to be used for roller skating shall pay to the Director of Finance for the license hereinabove required a fee as set forth in the Schedule of Fees. The fee charged for any license issued during a quarter shall be on the basis of the number of quarters or parts thereof remaining in the year.~~

~~Article VIII~~
~~**Miniature Golf Courses**~~

~~§ 7-801 **[Ch. 7, Sec. 97] License.**~~
~~No person, firm or corporation shall maintain or operate within the corporate limits of said City any miniature golf course, commonly known as Tom Thumb Golf Courses, where money directly or indirectly is charged or solicited for playing thereon, without first having obtained a license for said maintenance and operation as herein provided. All persons, firms or corporations properly applying and complying with the provisions of this article, and the Ordinances of said City, shall be granted a license.~~

~~§ 7-802 **[Ch. 7, Sec. 98] Application for license.**~~
~~Every application for a license hereunder shall be made to the City Manager in writing and shall state the location of said miniature golf course and the name of the person, firm or corporation owning or operating it. The City Manager shall grant said license whenever the terms of this article have been complied with.~~

~~§ 7-803 **[Ch. 7, Sec. 99] License fee.**~~
~~**[Ord. No. 2018-89]**~~

~~No license shall be issued hereunder until the applicant has paid the Director of Finance the annual fee in full. The fee of each said license for an outdoor course shall be as set forth in the Schedule of Fees, per year, or any part of a year, and for an indoor course, a fee as set forth in the Schedule of Fees, per year or any part of a year. All licenses hereunder shall expire on December 31st of the year in which they were issued.~~

~~§ 7-804 **[Ch. 7, Sec. 100] Penalty.**~~
~~Any person, firm or corporation maintaining or operating any such golf course without first having obtained a license therefor as herein provided shall be fined in a sum not less than $10 nor more than $100. Each day or part of a day that any such golf course is maintained or operated shall constitute a distinct and separate violation of this chapter.~~

Article IX
Circuses and Carnivals

§ 7-901 **[Ch. 7, Sec. 101] License.**
It shall not be lawful to parade in the streets or to load or unload within the corporate limits of said City in connection with any circus, menagerie, wild west show, or other exhibition showing in tents or open air without first having obtained a license for that purpose as herein provided; and any person violating this section shall forfeit and pay not less than $5 nor more than $100 for each offense.

§ 7-902 **[Ch. 7, Sec. 102] Parade - license shall specify - penalty.**
Whenever it is desired to do any of the things such as is described in the first Section of this

article, the license shall be so drawn as to include the same and shall, if for a parade, specify the streets and avenues in and along which any such parade may be made, and such parade shall not be made in or along any other streets or avenues than those named in such license. Any person, firm, or corporation so licensed to have a parade who shall violate any of the terms of the license concerning such parade shall be subject to a penalty of not less than $50 nor more than $200 for each offense.

§ 7-903 **[Ch. 7, Sec. 103] License fee.**
[Ord. No. 2018-89]

The following or license fee shall be imposed upon each license granted and shall be paid to the Director of Finance upon the granting of such license by the City Manager; the managers of, or agents for, circus or menagerie companies, wild west shows, or other exhibitions showing in tents or in the open air shall pay to the Director of Finance a sum as set forth in the Schedule of Fees to parade or to load or unload within the corporate limits of the said City; said license shall expire on December 31st of the year in which it is issued.

~~Article X~~
~~**Sundays**~~

~~§ 7-1001 **[Ch. 7, Sec. 104] Sundays - places of amusement closed.**~~
~~It shall be unlawful to keep open on Sunday any of the places licensed under Article **VI** of this chapter, except bowling alleys which may open at 12:00 p.m. on Sunday, within said City, or to suffer or permit persons to assemble therein for the purpose of play or amusement. Any person violating the provisions of this section shall be fined not less than $10 nor more than $50 for such offense.~~

~~§ 7-1002 **[Ch. 7, Sec. 105] Sunday defined.**~~
~~The word "Sunday" as used in this and the preceding Section shall be construed to include the period between 12:00 midnight on Saturday night and 12:00 midnight on the following night.~~

~~Article XI~~
~~**Shooting Galleries**~~

~~§ 7-1101 **[Ch. 7, Sec. 106] Shooting gallery - license penalty.**~~
~~**[Ord. No. 2018-89]**~~

~~No person shall own, keep, or run any shooting gallery or place for target shooting without first obtaining a license therefor, and payment of a fee as set forth in the Schedule of Fees, from the City Manager under a penalty of $25 for each offense. Each day that any such shooting gallery or place for target shooting shall be kept or run shall constitute a separate offense.~~

~~§ 7-1102 **[Ch. 7, Sec. 107] License fee.**~~
~~**[Ord. No. 1974-124]**~~

~~The rate of license for shooting galleries and places for target shooting shall be $10 for one year, payable annually. The license shall expire on December 31st of the year in which it was issued.~~

~~Article XII~~
~~**Dancing**~~

~~§ 7-1201 **[Ch. 7, Sec. 108] Public dancing.**~~
~~It shall not be lawful to permit dancing in any establishment operated for profit including but not limited to restaurants, public dance halls, theaters, auditoriums or other places open to the public without first obtaining a license therefor. This definition shall apply to any business establishment without regard to whether a cover charge, admission charge or special charge is made for dance privileges. Provisions herein shall not apply to any public dance entertainment, the proceeds of which are for the benefit of any religious, fraternal, charitable, educational or social organization or sponsored by such which is for the benefit of institutions or charitable projects, located within the City. Any person violating this article shall be subject to a fine not less than $100 and not more than $300 for each offense.~~

~~§ 7-1202 **[Ch. 7, Sec. 109] Application for license.**~~
~~Every application for a license hereunder shall be made to the City Manager and state the location of the proposed dance hall and the name of the person, proposed dance hall and the name of the person, firm or corporation owning and operating the same. It shall be the duty of the Manager or the official designated by him for this purpose to make or cause to be made an investigation into the character of each applicant. No license shall be issued unless the premises on which the dance hall is proposed to be operated shall comply with all existing safety, fire, zoning and other City regulations and providing the person seeking the same is of good moral character. It shall be unlawful for the owners or operators to permit any improper or immoral conduct in the public hall and any violation thereof or disorderly conduct occurring therein shall be cause for suspension or revocation of the said license by the City Manager. Before issuance of such license, the fire inspector shall certify as to the maximum allowable persons to be permitted in the licensed premises at any one time. Admission of any persons in excess of such maximum shall be cause for revocation of any license issued hereunder.~~

~~§ 7-1203 **[Ch. 7, Sec. 110] License fee.**~~
~~**[Ord. No. 2018-89]**~~

~~The fee for each public dance hall license shall be as set forth in the Schedule of Fees. All licenses hereunder shall expire on December 31st of the year in which they were issued. Applicant for the same shall pay a prorated fee during the fiscal year whereby the same shall be charged 1/4 of the total fee for each three months or fraction thereof until the succeeding December 31st, after which time the annual fee shall be paid in full.~~

Article ~~XIII~~ III
Video Gaming License

[Amended by Ord. No. 2018-13; Ord. No. 2019-08; Ord. No. 2019-11; Ord. No. 2019-19; 7-22-2019 by Ord. No. 2019-55; 8-26-2019 by Ord. No. 2019-65]

§ 7-1301 **[Ch. 7, Sec. 120] Definitions.**
For the purpose of this article, ~~the~~ certain words or phrases shall be defined as set forth below:

BUSINESS ENTITY

An organization that has an identity separate from those of its members, including, but not limited to, corporations, limited partnerships, limited liability companies, or limited liability partnerships.

CHANGE OF OWNERSHIP

A. A change in the form of ownership, e.g., from an individual or partnership or entity or from a partnership to an individual;

B. A change from an individual to a partnership or a change in a partnership such as the addition or deletion of any partner; or

C. In an entity, the transfer of over 5% of the stock thereof except for those listed on a national stock exchange in which event the transfer of a controlling interest or over 50% of the stock thereof.

CITY VIDEO GAMING LICENSE

The license issued by the City of Bloomington that authorizes an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

CONTRACTED ESTABLISHMENT LICENSES

A City~~-~~ Council~~-~~ approved license that results from a development agreement or annexation agreement, already approved by the City Council, subject to the applicant's and establishment's compliance with and eligibility in accordance with this article, except for the ~~capacity~~ limit~~s~~ on the number of licenses set forth in **§ 7-1307**, and other applicable law.

[Added 10-25-2021 by Ord. No. 2021-82]

ESTABLISHMENT

Any business licensed by the State of Illinois to have or operate a video gaming device in Bloomington and shall include any licensed establishment, licensed fraternal establishment, licensed veterans establishment, licensed truck stop establishment, and licensed large truck stop establishment as those terms are defined in the State of Illinois Video Gaming Act, 230 ILCS 40/5.

LICENSED FRATERNAL ESTABLISHMENT

The location where a qualified fraternal organization, that derives its charter from a national fraternal organization, regularly meets.

LICENSED VETERANS' ESTABLISHMENT

The location where a qualified veterans' organization, that derives its charter from a national veterans' organization, regularly meets.

LICENSED TRUCK STOP ESTABLISHMENT or REGULAR TRUCK STOP

A facility (i) that is at least a three-acre facility with a convenience store; (ii) with separate diesel islands for fueling commercial motor vehicles; (iii) that sells at retail more than 10,000 gallons of diesel or biodiesel fuel per month; and (iv) with parking spaces for

commercial motor vehicles. "Commercial motor vehicles" has the same meaning as defined in Section 18b-101 of the Illinois Vehicle Code. The requirement of item (iii) of this definition may be met by showing that estimated future sales or past sales average at least 10,000 gallons per month.

LICENSED LARGE TRUCK STOP ESTABLISHMENT or LARGE TRUCK STOP

A facility located within three road miles from a freeway interchange, as measured in accordance with the Department of Transportation's rules regarding the criteria for the installation of business signs: (i) that it is at least a three-acre facility with a convenience store; (ii) with separate diesel islands for fueling commercial motor vehicles; (iii) that sells at retail more than 50,000 gallons of diesel or biodiesel fuel per month; and (iv) with parking spaces for commercial motor vehicles. "Commercial motor vehicles" has the same meaning as defined in Section 18b-101 of the Illinois Vehicle Code. The requirement of item (iii) of this definition may be met by showing that estimated future sales or past sales average at least 50,000 gallons per month.

PERSON

Any individual, partnership, corporation, firm, limited-liability company, or other legal entity.

VIDEO GAMING TERMINAL

Any electronic video game machine that, upon insertion of cash, electronic cards or vouchers, or any combination thereof, is available to play or simulate the play of a video game, including but not limited to video poker, line up, and blackjack, as authorized by the Illinois Video Gaming Board, utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash, or tokens or is for amusement purposes only.

§ 7-1302 **[Ch. 7, Sec. 121] License required.**

No person, either as owner, lessee, manager, officer, ~~or~~ agent, or in any other capacity, shall operate or permit to be operated any video gaming terminal, as defined herein, at any premises within the City of Bloomington without first having obtained a video gaming license from the City. The license provided for in this article shall permit a licensee to operate video gaming terminals at an ~~the specified~~ establishment for a specified number of video gaming terminals.

§ 7-1303 **[Ch. 7, Sec. 122] Licensure requirements.**

A. No applicant, including any person, either as owner, lessee, manager, officer, or agent, shall be eligible for a video gaming license from the City, nor shall an existing license holder be entitled to maintain a video gaming license, unless each of the following requirements are met and continue to be met: **[Amended 2-13-2023 by Ord. No. 2023-11]**

(1) The applicant holds the appropriate certificate or license from the State of Illinois permitting video gaming and is in good standing with same;

(2) The establishment has been in operation at the location for at least 12 months at the time the application is filed;

(3) The establishment must maintain customer seating outside of the gaming area but within the premises at a rate of five seats for each permitted video gaming terminal;

(4) The applicant has not violated or is not otherwise in violation of the 50% rule set forth in **§ 7-1303B**;

(5) The applicant is not in arrears in any tax, fee, or bill due to the City of Bloomington or the State of Illinois; if the applicant is a corporation, limited-liability company, or partnership, the applicant is disqualified if any officer is in arrears in any tax, fee, or bill due to the City of Bloomington or the State of Illinois; **[Amended 2-13-2023 by Ord. No. 2023-11]**

(6) The applicant does not owe the City of Bloomington for unpaid fines or judgments; and if the applicant is a corporation, limited-liability company, or partnership, the applicant is disqualified if any officer owes the City of Bloomington for any unpaid fines or judgments; **[Added 2-13-2023 by Ord. No. 2023-11]**

(7) The applicant has completed and complies with all the application requirements set forth in **§ 7-1304** and is not disqualified due to a felony, gambling offense, or crime of moral turpitude; **[Amended 2-13-2023 by Ord. No. 2023-11]**

(8) The applicant has not had a video gaming license revoked within the past three years; and **[Added 2-13-2023 by Ord. No. 2023-11]**

(9) The establishment is located outside of a residential zoning district.

B. Except for large truck stops, to be eligible to have video gaming at an establishment, the revenues generated by the establishment from video gaming as shown on Illinois State Gaming reports cannot exceed 50% of the total gross revenues generated by the establishment. **[Amended 2-13-2023 by Ord. No. 2023-11]**

C. Large truck stop and regular truck stop establishments do not need to meet the requirements set forth in **§ 7-1303A(3)**.

D. A new establishment must meet the requirements of **§ 7-1303A(2)** unless the applicant is also the current majority owner of an existing business at another location, that has been operational for at least 12 months, and the business model for the new establishment is proposed to replicate the existing business location and the applicant can provide satisfactory evidence detailing that in the last twelve-month period video gaming revenues at the existing business location did not exceed 50% of gross revenues. **[Amended 2-13-2023 by Ord. No. 2023-11]**

E. An establishment licensed and in existence prior to September 1, 2019, located within a residential zoning district does not have to meet the requirements of **§ 7-1303A(7)** and instead shall be considered grandfathered from this provision. This exception shall not apply if the establishment ceases operations for more than 60 days unless the operation has ceased due to a fire or other natural disaster, and the establishment complies with **§ 7-1321B** of this article, and the business operations resume within 12 months.

§ 7-1304 **[Ch. 7, Sec. 123] Application requirements.**
The license applicant shall provide the following information to the City of Bloomington on a form provided by the City:

A. The legal name of the establishment;

B. The business name of the establishment; proof that the DBA (Doing Business As) name is registered with the State of Illinois or McLean County;

C. The address of the establishment where the video gaming terminals are to be located;

D. The type of establishment, including whether it is classified as a veteran, fraternal, regular truck stop, large truck stop, or liquor establishment, and supporting documentation demonstrating the classification;

E. A floor plan, drawn to scale using a computer, detailing the overall layout of the establishment, including the location and count of dining seating, the location and count of video gaming terminals and seating for said terminals, and other significant features of the establishment, including exit locations, restrooms, rooms, and other equipment. A high-resolution electronic copy of the floor plan shall be submitted at the time of application; a paper printed copy of the floor plan shall be submitted upon request (no smaller than 11 inches by 17 inches); hand-drawn floor plans and floor plans not including a scale will not be accepted; **[Amended 9-28-2020 by Ord. No. 2020-65]**

F. The amount of time the establishment has been in business under the ownership of the applicant at the location where video gaming is proposed to take place;

G. The business office address of the establishment, if different from the address of the establishment;

H. In the case of a corporation, limited-liability company, or trust, the name and address of an agent authorized and designated to accept service on behalf of the licensee;

I. A phone number for the establishment;

J. An e-mail address for the establishment;

K. The name and address of every person owning more than a 5% share of the establishment;

L. The name, address, phone number, and e-mail address of any terminal operator or distributor proposed to own, service, or maintain video gaming terminals at the establishment;

M. A copy of the establishment's State of Illinois video gaming license;

N. If a business entity, the applicant must be in good standing with the State of Illinois before a license will be issued; ~~In the case of a corporation, limited-liability company, or partnership, a copy of the establishment's state certificate of good standing~~;

O. A statement as to the number of video gaming terminals which the establishment proposes to have on its premises (not to exceed five for all establishments);

P. A statement that the establishment is not in arrears in any tax, fee or bill due to the City of Bloomington or State of Illinois;

Q. A statement that the establishment agrees to abide by all state and federal laws and any local ordinance;

R. A statement that no manager or owner with more than a 5% interest in the establishment has ever been convicted of a felony, a gambling offense, or a crime of moral turpitude. In the event that an establishment cannot provide such statement, the establishment may apply for a certificate of rehabilitation from the City Manager indicating that the individual who would disqualify the establishment from obtaining the video gaming license has been rehabilitated and is no longer a threat to violate the law. The City Manager may consider the nature of the offense, the length of time since the offense, the length of time since release from custody, and other factors to determine if the individual has rehabilitated himself such that ~~he is~~ they are no longer likely to commit another offense;

S. If the application is for a new establishment based on the business model of another existing business, information regarding the existing business must be provided, including the type of business, the gross revenues as compared to any video gaming revenue for the prior calendar year, proof of the length of time the existing business has been operational and proof of ownership verifying the applicant's ownership rights; **[Amended 2-13-2023 by Ord. No. 2023-11]**

T. For regular truck stops, a statement that they qualify under **§ 7-1301** of the City Code and 230 ILCS 40/5 of state statutes as well as proof of the following: **[Added 9-28-2020 by Ord. No. 2020-65]**

(1) That the premises are owned, leased, or otherwise operated by the applicant;

(2) That the premises are currently at least a three-acre parcel with a convenience store;

(3) Has separate diesel islands for fueling commercial motor vehicles;

(4) Current/Projected retail sales of more than 10,000 gallons of diesel or biodiesel fuel per month; and

(5) That there are parking spaces for commercial motor vehicles.

U. For large truck stops, a statement that they qualify under **§ 7-1301** of the City Code and 230 ILCS 40/5 of state statutes as well as proof of the following: **[Added 9-28-2020 by Ord. No. 2020-65]**

(1) That the premises are owned, leased, or otherwise operated by the applicant;

(2) That the premises are currently at least a three-acre parcel with a convenience store;

(3) That the premises are currently located within three road miles from a freeway interchange;

(4) Has separate diesel islands for fueling commercial motor vehicles;

(5) Current/Projected retail sales of more than 50,000 gallons of diesel or biodiesel fuel per month; and

(6) That there are parking spaces for commercial motor vehicles.

V. The following supporting documentation must be submitted with the application:

(1) a list of all owners/partners/officers with name, date of birth, address, and percentage of ownership/stock;

(2) a copy of the applicant's State of IL Video Gaming License; and

(3) if applicable, proof the DBA (Doing Business As) name is registered with the State of Illinois or McLean County.

~~X~~W. For veteran or fraternal organizations, proof of status must be provided in the form of U.S. Form 990-EZ, Certificate of Exemption, 501(c)(3), 501(c)(4), 501(c)(5), 501(c)(8), 501(c)(10) or 501(c)(19). **[Added 9-28-2020 by Ord. No. 2020-65]**

~~W~~X. For renewal applications, the applicant must provide ~~a report or reports showing its~~ gross annual revenue for the previous calendar year detailed by category of revenue generated on a per-month basis and showing the percentage of gaming revenue generated by the establishment using forms provided by the City Clerk. ~~shall be~~ Reports shall include video gaming revenues as shown on Illinois State Gaming reports or other official reports from the State of Illinois~~, as compared to the total gross revenues of the establishment~~. For ~~the~~ an establishment's first license renewal application, the establishment must provide a report detailing monthly revenues generated by video gaming and ~~for~~ total gross revenues for the months the establishment was open and licensed in the previous calendar year. Revenue generated by the establishment shall meet the percentage requirements of this chapter. Additional financial details of said gross revenues shall be made available upon request by the City. **[Added 2-13-2023 by Ord. No. 2023-11]**

~~X~~Y. An applicant may not have had a video gaming license revoked within the past three years. **[Added 2-13-2023 by Ord. No. 2023-11]**

§ 7-1305 **[Ch. 7, Sec. 124] Application filing; renewals.**
[Amended 9-28-2020 by Ord. No. 2020-65]

A. Applications. Applications for the creation of licenses shall be made upon forms prepared and furnished by the City Clerk. Applications shall be processed by the City Clerk on a first-come, first-served basis. Every application shall be date and time stamped upon filing. An application received in the mail shall be considered filed on the date and time it is opened by the City Clerk's D~~d~~epartment. Applications will not be accepted if the application is not complete or if the application is not submitted with all required supporting documents.

B. Renewals. Every video gaming license holder shall be required to file a renewal application, which ~~may~~ contain the same or similar information as set forth in **§ 7-1304**.

Renewal applications shall be submitted no later than~~due~~ ~~on or before~~ April 1 ~~unless the first falls on a holiday, in which case the application may be received by the Clerk on the following business day~~. If the information and statements contained in the original application have not changed, a licensee may file with the City Clerk in lieu of an application of renewal, an affidavit stating that such facts and statements have not changed. Said affidavit must be accompanied by updated revenue reports as required by § 7-1304(X).

C. Licensees are required to always keep a valid copy of the licensee's State of Illinois video gaming license on file with the City Clerk Department.

§ 7-1306 **[Ch. 7, Sec. 125] Fees.**
The fee for a video gaming license shall be set forth in the Schedule of Fees. Said fees are not subject to proration or refund and are due prior to issuance of the license. The application fee shall also be set forth in the Schedule of Fees and is not subject to reimbursement or refund upon denial of a license.

§ 7-1307 **[Ch. 7, Sec. 126] Limitation on number of video gaming licenses in City; license waitlist.**
[Amended 12-14-2020 by Ord. No. 2020-85]

A. There shall be no more than 60 establishments licensed to operate video gaming terminals in the City at any given time. Contracted establishment licenses shall run separate from/parallel to the number of licenses contained herein and are not subject to the provisions of this section. **[Amended 10-25-2021 by Ord. No. 2021-82]**

B. The City Clerk shall be responsible for creating, maintaining, and publishing a Video Gaming Waitlist of establishments interested in a video gaming license.

C. Effective at 8:00 a.m. on December 21, 2020, the City Clerk will begin accepting applications for the Waitlist in accordance with procedures established by the City Clerk. Interested establishments looking to be placed on the Video Gaming Waitlist must submit to the City Clerk a full and complete application including all required attachments.

(1) If, upon review, the applicant would have qualified for a video gaming license had one been available, the applicant will be placed on the Video Gaming Waitlist based on the order in which it was filed with the City Clerk.

(2) Applicants ~~placed on the Waitlist~~ may be removed from the Waitlist ~~at the discretion of the City Clerk~~ for any of the following reasons:

(a) Violation of any law occurring on the establishment's premises committed by the establishment or an employee of the establishment;

(b) Violation of any law or state regulation regarding video gaming or video gaming terminals;

(c) Violation of any law occurring on the establishment's premises which the establishment did not take adequate means to prevent, or to which the establishment did not respond in an appropriate manner after it became aware of such violation;

(d) Failure to pay any tax, fee, or bill due to the City of Bloomington;

(e) Failure to provide current information regarding the ownership or location of the business;

(f) Ceasing to meet the video gaming licensure requirements of **§ 7-1303A**, except as may be permitted by **§ 7-1321**.

(g) Failure to qualify for a license under **§ 7-1312.**

D. When a video gaming license becomes available, the City Clerk shall notify in writing via email the interested establishment at the top of the list and give them 14 calendar days to update any materials or attachments associated with the original application.

(1) If, upon review, the applicant still qualifies for a video gaming license, the application shall be approved, and the applicant shall be removed from the Waitlist.

(2) If, upon review, the applicant does not meet the qualifications of licensure, the Clerk shall notify the applicant of denial, remove the applicant from the Waitlist, and move to the next interested establishment.

§ 7-1308 **[Ch. 7, Sec. 127] Limitation on number of video gaming terminals on premises.**
No establishment shall have on its premises more video gaming terminals than are set forth on the license issued by the City. No license issued by the City may permit more than five video gaming terminals at an establishment.

§ 7-1309 **[Ch. 7, Sec. 128] Issuance of video gaming licenses; term; late fee.**

A. The City Clerk shall be responsible for the review and evaluation of all video gaming license applications and the issuance of same. Video gaming licenses shall be issued for a twelve-month period that shall run from May 1 to April 30 of each year. All video gaming licenses shall be considered invalid ~~at~~ after 11:59 P.M.~~12:00 midnight~~ on the date of expiration listed on the license.

B. Renewal applications shall also be subject to this article and the video gaming license fees as set forth in the Schedule of Fees. Each video gaming license fee must be received by the City Clerk ~~on or before~~ not later than April 1 unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder must pay a ~~penalty~~ late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

§ 7-1310 **[Ch. 7, Sec. 129] Existing licenses.**
Licenses existing in effect as of September 1, 2019, shall be continued in effect through April 30, 2020, unless revoked or suspended pursuant to the provisions of this article. Until May 1, 2020, a person holding an existing license shall not be required to comply with the seating requirements of **§ 7-1303A(3)** or the revenue requirements of **§ 7-1303B**. Compliance with **§ 7-1303A(3)** and **§ 7-1303B** shall be required if any existing license is transferred or a change in location is granted.

§ 7-1311 **[Ch. 7, Sec. 130] Denial of licenses.**
A video gaming license shall be denied if any required information is omitted or false, if the applicant meets one or more of the disqualifications under § 7-1312, or if the applicant does

not meet the licensing requirements as stated in § 7-1304~~, and/or if there is no license available under § **7-1307**~~. The City Clerk shall send a letter via email to an applicant stating the reason for the denial. An applicant may appeal any denial to the City Manager, or ~~his/her~~ their designee, who shall then hold a hearing to determine if the denial of the license was for a lawful reason. It shall be the burden of the applicant to show that ~~he~~ they meet~~s~~ the qualifications for a license. In order for an appeal to be considered, a written request for appeal must be received by the City Clerk within 10 days of the date of the notice of denial.

§ 7-1312 ~~**(Reserved)**~~ **Disqualification for license.**
No such license shall be issued to:

A. A person not of legal age or under any legal disability;

B. A person who is not a resident of McLean County, unless the general manager of the establishment resides in McLean County;

C. A person who has been convicted of a felony under the laws of the State of Illinois or any other state or the United States, unless the Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust;

D. A person who has been convicted of being the keeper of or is keeping a house of ill fame;

E. A person who has been convicted of pandering or other crime or misdemeanor opposed to decency or morality;

F. A person whose license issued under this Ordinance has been revoked for cause;

G. A person who, at the time of application, for renewal of any license hereunder would not be eligible for such license upon a first application;

H. An entity, if any official, manager or director thereof or any stockholder or stockholders owning in the aggregate more than 5% of the stock of such entity, would not be eligible to receive a license hereunder for any reason other than citizenship or residence within the City;

I. A person whose place of business is conducted by a manager or agent unless said manager or agent possess the same qualifications required of the licensee;

J. A person who has been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor subsequent to the passage of this Code or shall have forfeited their bond to appear in court to answer charges for any such violation;

K. A person who does not own the premises for which a license is sought or does not have a lease thereon for the full period for which the license is to be issued;

L. Any law enforcing public official, any Mayor or Council Member, and no such official shall be interested in any way, either directly or indirectly, in the manufacture, sale or distribution of alcoholic liquor;

M. Any person, association or entity not eligible for a state retail liquor dealer's license;

N. Any person who fails to furnish or falsely furnishes information or who fails to make or falsely makes statements required in the application for license as set forth in this chapter.

§ 7-1313 **[Ch. 7, Sec. 132] Transfer of video gaming license~~s~~.**
[Amended 9-28-2020 by Ord. No. 2020-65; 10-25-2021 by Ord. No. 2021-82; 2-13-2023 by Ord. No. 2023-11]

The transfer of video gaming licenses is prohibited, except that a video gaming license may be transferred from a current licensee to a proposed licensee if the license is for the same establishment and location. A person or entity desiring to ~~transfer~~ receive a transferred video gaming license shall be required to complete a~~n~~ transfer application that must be submitted with all required supporting documentation and a formal letter requesting the transfer that is signed by both parties to the proposed transfer. The ~~individual~~ applicant acquiring the establishment license must meet the requirements of **§ 7-1303** and **§ 7-1312** of this article, including that the new person or entity holds the appropriate video gaming license from the State of Illinois. The license shall be granted by the City Clerk if the new applicant meets the requirements of **§ 7-1303** and **§ 7-1312**. The fee for a transfer of a license shall be as set forth in the Schedule of Fees. Nothing herein shall prohibit a change in ownership in a legal entity that may hold a video gaming license so long as the new owner(s) are in compliance with this article and all other applicable laws. ~~See § **7-1314** for video gaming license transfers with a location change.~~

§ 7-1314 **[Ch. 7, Sec. 133] Location changes.**
[Amended 2-13-2023 by Ord. No. 2023-11]

~~An establishment~~licensee may change the location~~s~~ of the licensed establishment upon the completion and approval of a location change application, which shall include information on the new location, including floor plans and other pertinent information required by **§ 7-1304**. A license location change under this section will only be considered for a business whose ownership will remain the same. The City Clerk shall be responsible for reviewing and granting location change applications based on the criteria set forth in this article. No location change application may be granted unless it meets the general licensure requirements set forth in this article. The fee for a location change application shall be the same as the license application fee set forth in the Schedule of Fees.

§ 7-1315 **[Ch. 7, Sec. 134] Unlawful activity.**
No establishment shall permit the use of a video gaming terminal in any manner not authorized by state law, including, but not limited to, improper location of terminals, lack of required oversight, payouts in excess of those provided for by law, side bets, underage use, and other illegal gambling activities.

§ 7-1316 **[Ch. 7, Sec. 135] Restriction on sale of cannabis.**
No establishment shall allow or provide for the sale of cannabis on the establishment's premises.

§ 7-1317 **[Ch. 7, Sec. 136] Restriction on sports betting.**
No establishment, except for large truck stops and regular truck stops, shall allow or provide

for sports betting on the establishment's premises.

§ 7-1318 **[Ch. 7, Sec. 137] Employer responsibility.**
Any action by an employee of an establishment in violation of the provisions of this article shall be considered a violation committed by the establishment.

§ 7-1319 **[Ch. 7, Sec. 138] Right of entry.**
Any licensee must permit the entry into the establishment of any police officer or agent of the City charged with investigating crime or compliance with this Code at any time when persons are present in the establishment for the purpose of investigating compliance with this Code or state statute regarding video gaming. The City of Bloomington is authorized to obtain a warrant from a court should entry to the establishment be denied.

§ 7-1320 **[Ch. 7, Sec. 139] Records; audit.**
Each establishment shall maintain records for four years and shall provide those records to the City within seven days of a request for the purpose of an audit.

§ 7-1321 **[Ch. 7, Sec. 140] Cessation of business operations.**
[Amended 9-28-2020 by Ord. No. 2020-65]

A. Any establishment that ceases its business operations, including the operation of video gaming terminals, for more than 180 days shall have its video gaming license revoked, except as provided in Subsection **B**. Any and all license fees must be paid during the cessation period.

B. Any establishment that ceases its business operations, including the operation of video gaming terminals, as a result of either an Act of God or as part of a planned remodel/upgrade to the establishment, shall have its license revoked unless the business operations, including the operation of video gaming terminals, resumes within 12 months. Any and all license fees must be paid during the cessation period.

§ 7-1222 **[Ch. 7, Sec. 141]** **Bond requirements; termination of licenses.**

A. Each person or entity having a license shall obtain and at all times maintain in effect a penal bond to the City of Bloomington in the sum of $2,000 from a solvent surety company licensed to do business in the State of Illinois and each such bond is subject to being approved by the Corporation Counsel. Each bond shall be filed with the City Clerk before a license to which the bond applies is issued and shall be conditioned upon compliance with the provisions of this article, state, and federal law.

B. Each licensee is required at all times to have on file with the City Clerk proof from the surety company that the required bond is in effect at all times as required by this section.

C. The failure of any person or entity to at all times maintain in effect the bond as required by this section shall be a violation of this chapter and may result in sanctions as herein provided.

§ 7-1323~~2~~ **[Ch. 7, Sec. 142~~1~~] License revocation, suspension, or nonrenewal.**
[Amended 2-13-2023 by Ord. No. 2023-11]

A. Any video gaming license may be revoked, suspended, or not renewed, after notice and hearing by the City Manager, or ~~his~~ their designee, for any of the following reasons:

(1) Failure to pay the video gaming license fee;

(2) Violation of any law occurring on the establishment's premises committed by the establishment or an employee of the establishment;

(3) Violation of any law or state regulation regarding video gaming or video gaming terminals;

(4) Violation of any law occurring on the establishment's premises which the establishment did not take adequate means to prevent, or to which the establishment did not respond in an appropriate manner after it became aware of such violation;

(5) Failure to pay any tax, judgment, fee, or bill owed to the City of Bloomington;

(6) Failure to provide current information regarding the ownership or location of the business;

(7) Ceasing to meet the video gaming licensure requirements of **§ 7-1303A** and **§ 7-1303B**, except as may be permitted by **§ 7-1321**;

(8) Exceeding the number of video gaming terminals allowed by the establishment's video gaming license;

(9) Failure to notify in writing the City Clerk Department and receive prior approval of a change in ownership or license transfer as required by **§ 7-1313**;

(10) Failure to notify in writing the City Clerk Department and receive prior approval of a change in location as required by **§ 7-1314**;

(11) Failure to notify in writing the City Clerk Department and receive prior approval of a name change as required by **§ 7-1324**;

(12) The failure to meet or abide by the requirements of this article.

B. If in any quarter the video gaming revenues generated by the establishment as shown on Illinois State Gaming reports or other official reports from the State of Illinois exceed 50% of the total gross revenues generated by the establishment, the establishment's video gaming license may be revoked, suspended, or altered, including the potential reduction in the number of video gaming terminals at the establishment. Any establishment that exceeds the 50% requirement in **§ 7-1303B** in total for the previous calendar year shall be not be eligible for the reissuance of a video gaming license for at least three years and any existing video gaming license shall be revoked.

C. For the administration of this section, the formal rules of evidence shall not apply at the hearing and hearsay may be permitted, provided it is of the nature reasonably prudent persons would rely upon in the conduct of their affairs. At the hearing, the City Manager, or ~~his~~their designee, shall determine by a preponderance of the evidence whether a lawful reason exists to revoke or suspend the license. The City Manager, or ~~his~~their designee, after determining that a lawful reason exists to revoke or suspend the license, shall also determine whether that lawful reason merits the sanction of a revocation or suspension

of the license.

D. An establishment whose video gaming license ~~was~~ has been revoked may not reapply for a new license until three years after the final determination of revocation. Similarly, if a video gaming waitlist is active, the establishment may not apply or be placed on said waitlist until three years after the final determination of revocation.

§ 7-1324~~3~~ **[Ch. 7, Sec. 143~~2~~] Penalty.**
In addition to the revocation/suspension provisions in § **7-1323~~2~~**, the following shall be additional nonexclusive penalties for a violation of the provisions of this article:

A. Any person, including any establishment, found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with or resisting or opposing the enforcement of any of the provisions of this article, except when otherwise specifically provided, upon conviction thereof shall be fined not less than $100 nor more than $1,000 for each offense. A separate and distinct offense shall be regarded as committed each day upon which said person shall continue any such violation or permit any such violation to exist.

B. Any person, including any establishment, found guilty of violating this Article **~~X~~III** and operating a video gaming terminal without a video gaming license shall subject the unlicensed video gaming terminal to removal and/or seizure. The City shall be entitled to injunctive relief and all other judicial remedies necessary to cause said removal and/or seizure.

C. Failure to comply with the provisions of this article may result in the sanction, suspension or revocation of liquor and other City-issued licenses as may be permitted by the City Code.

§ 7-1325~~4~~ **[Ch. 7, Sec. 144~~3~~] Name changes.**
[Added 2-13-2023 by Ord. No. 2023-11]

Any name changes associated with a licensed establishment, including, but not limited to, a change to the business name, corporate name, "doing business as" (DBA) name, corporate stockholder name(s), or any party, holding ownership in the establishment, must be submitted in writing to the City Clerk Department at least 15 days prior to any change taking place. This section is only applicable to name changes, not ownership changes. See § **7-1313** for changes in ownership applicable to business holdings.

Chapter 21
Refuse Code

§ 21-204 **[Ch. 21, Sec. 200.4] Terms defined.**

LICENSED SCAVENGER, WASTE COLLECTOR, OR WASTE HAULER
A person or entity who obtains a license from the City of Bloomington to collect or transport public or private refuse over the streets of the City under Chapter 36.

~~§ 21-312 **[Ch. 21, Sec. 301.2] Garbage collectors - license required; fee; issuance; etc. [Ord. No. 2012-58]**~~

~~All persons, before collecting garbage, rubbish, or ashes within the City shall procure annually a license from the City Manager upon the payment of a fee of $100.~~

~~§ 21-313 **[Ch. 21, Sec. 301.3] Same - license plate to be issued; attaching to vehicle. [Ord. No. 1995-63]**~~

~~Upon the issuance of the license required by the preceding Section, the licensee shall receive a metal license plate bearing a number and the words "Refuse Collector" and the year for which it is issued. Such plate shall be securely fastened to the vehicle to be used in such a manner as to be readily discernible.~~

~~§ 21-314 **[Ch. 21, Sec. 301.4] Same - requirements as to vehicles; revocation of license for failure to comply. [Ord. No. 1995-63]**~~

~~All vehicles used in the collection of garbage, ashes, or rubbish shall have a tight cover for that portion of the vehicle in which the garbage is contained. Such cover may be of metal or canvas or similar material but shall be so designed and constructed as to prevent odor from escaping from the garbage and rubbish and flies from entering that portion of the truck where the garbage and rubbish is contained. Such cover shall be closed at all times while the vehicle is in transit anywhere within the limits of the City.~~

~~§ 21-315 **[Ch. 21, Sec. 301.5] Penalty for violation of this section. [Ord. No. 1995-63]**~~

~~Any violation of this section shall subject the offender to revocation of the license provided for herein. The penalty of revocation of the license shall be in addition to any other penalty imposed for a violation of this chapter. Each day that any truck shall be operated in violation of provisions of this section shall constitute a separate offense.~~

Chapter 29

Motor Vehicles and Traffic

ARTICLE XXV
Commercial Towing of Motor Vehicles

§ 29-2501 **[Ch. 29, Sec. 220] Definitions.**
As used in this article:

CHANGE OF OWNERSHIP

A. A change in the form of ownership, e.g., from an individual or partnership or entity or from a partnership to an individual;

B. A change from an individual to a partnership or a change in a partnership such as the addition or deletion of any partner; or

C. In an entity, the transfer of over 5% of the stock thereof except for those listed on a national stock exchange in which event the transfer of a controlling interest or over 50% of the stock thereof.

COMMERCIAL VEHICLE RELOCATOR or RELOCATOR

Any person or entity engaged in the business of removing, trespassing vehicles from private property by means of towing or otherwise, and thereafter relocating and storing such vehicles.

COMMISSION

The Illinois Commerce Commission.

ENTITY

An organization that has an identity separate from those of its members, including, but is not limited to, corporations, limited partnerships, limited liability companies, or limited liability partnerships.

LAW

The Illinois Commercial Relocation of Trespassing Vehicles Law, (Ill. Rev. Stat. Ch. 95 112, Sec. 18a).

OPERATOR

Any person who, as an employee or agent of a commercial vehicle relocator, removes trespassing vehicles from private property by means of towing or otherwise.

OPERATOR'S LICENSE

A license issued to an operator in accordance with Sections 18a-403 or 18a-405 of the Illinois Vehicle Code.

~~**PERSON**~~

~~Any natural person, partnership, corporation, association, or entity of any type and description.~~

RELOCATOR'S LICENSE

A license issued to a commercial vehicle relocator in accordance with Section 18a-400 or 18a-401 of the Illinois Vehicle Code.

[Ord. No. 1979-102]

§ 29-2502 **[Ch. 29, Sec. 221] Premises from and circumstances under which unauthorized vehicles may or may not be towed.**

A. No motor vehicle may be towed by a relocator from any public street or way, public alley, or other public property except pursuant to explicit authorization from a peace officer, law enforcement officer, a person (or ~~his/her~~their authorized representative) having managerial control of the parking area (hereinafter "manager"), the owner of said vehicle, or a duly authorized driver of said vehicle. **[Ord. No. 1982-30]**

B. No motor vehicle may be towed by a relocator if it is parked in the space in which it is authorized to park. **[Ord. No. 1982-30]**

C. Before a relocator may remove any unauthorized vehicle from public or private property, they must first have a request from the property owner, the lessee, or the manager of the property, or the Bloomington Police Department to remove the specific vehicle in

question, unless they have~~s~~ been given authorization to remove all unauthorized vehicles from said property. **[Ord. No. 1982-30]**

D. When any owner, the lessee, or manager of public or private property gives authorization to a relocator to remove any or all unauthorized vehicles from a public or private parking area, signs shall be posted pursuant to § **29-2504**. **[Ord. No. 1982-30]**

E. No vehicle may be towed, pursuant to §§ **29-2501** through **29-2511** hereof, by any person from public or private property if the owner or other person entitled to possession of the vehicle is present, or arrives at the scene prior to the vehicle's removal from such property, exhibits the ignition key of said vehicle, and offers to remove such vehicle voluntarily prior to the time such person attempting to tow actually removes such vehicle from the property in question, provided that such owner or such other person so removes such vehicle immediately. However, the owner of the vehicle or such other person must pay half of the towing fee. If the owner refuses to pay half the fee for responding to the request, the relocator may proceed to tow the vehicle. **[Ord. No. 1982-30]**

F. The terms "owner," "lessee" and "manager" when used in §§ **29-2501** through **29-2511** hereof shall, include the authorized agent and public or private manager for the owner or lessee as the facts may indicate in each situation. **[Ord. No. 1982-30]**

G. Sections 29-2501 through 29-2511 hereof shall not supersede other applicable towing provisions of City or State law. ~~Some of the other towing provisions are found in Chapter **16**, Section 99; Chapter **29**, § **29-2207**; and Chapter **45**, Section 310.6 of the Bloomington City Code. **[Ord. No. 1982-30]**~~

§ 29-2503 **[Ch. 29, Sec. 222] Release of motor vehicles from custody of relocators.**

A. Prior to release of towed motor vehicles, the relocator shall permit the owner or ~~his~~the authorized agent of the vehicle towed to inspect the interior and exterior of said vehicle and its contents. **[Ord. No. 1979-102]**

B. The owner or authorized agent of the owner of the towed vehicle may be identified by a valid driver's license or valid driver's license for the state of issuance of the license plates of the vehicle towed, and an ignition key which operates the vehicle towed; or in the instance of rented vehicles, identification may be accomplished by presentation of a rental contract and the driver's license of the renting party named in the rental contract. This subsection does not prohibit a relocator from reasonably requiring additional means of proving ownership of the motor vehicle. **[Ord. No. 1979-102]**

C. Should the relocator claim fees and charges for towing, it shall base the fees and charges on rates as stated in § **29-2511**. **[Ord. No. 1979-102]**

D. The relocator shall accept any of the following methods of payment for such fees and charges:

(1) United States currency;

(2) Regularly recognized traveler's checks;

(3) Money order;

(4) Cashier's or Certified Check. **[Ord. No. 1979-102]**

E. The relocator may accept any regularly recognized credit cards or a personal check or similar means of payment for fees and charges. **[Ord. No. 1979-102]**

§ 29-2504 **[Ch. 29, Sec. 2] Construction, erection, placement, design, and illumination of signs.**

A. When any owner, lessee, or manager of public or private property gives authorization to a relocator to remove any or all unauthorized vehicles from a public or private parking area, signs shall be posted no less than 24 hours prior to the time when any tow is made. Said sign(s) should be prominently visible from all entrances to and exits from the parking area and in clear view free from interference from any natural or man-made objects and shall be visible at night. The portions of these signs informing that unauthorized vehicles will be towed shall be in letters not less than three inches in height and in a color vividly contrasting to the background color of the sign. In cases where said sign(s) are absent or are not clearly visible, for whatever reason, at the time the vehicle is parked without authorization, towing shall not be permitted. The signs shall contain the following information:

(1) A general statement indicating who is allowed to park in the area. Said statement may use classes of persons, as well as individuals.

(2) A warning that unauthorized vehicles will be towed.

(3) The exact fee, if any, charged by the relocator to recover the vehicle and the acceptable methods of payment of such fee. **[Ord. No. 1982-30]**

B. The sign required by Subsection **A** shall not be required prior to when vehicles are towed:

(1) From nonresidential parking areas which serve three cars or fewer provided the circumstances of the area indicates the spaces are reserved or intended exclusively for the use or occupation of specific persons or their vehicles and there is an indication that towing may occur; or

(2) From all driveways; or

(3) From residential properties exempt from the signing requirements of Section 18a-302 of the Illinois Vehicle Code. **[Ord. No. 1986-92]**

§ 29-2505 **[Ch. 29, Sec. 224] Notification to law enforcement agencies. [Ord. No. 1982-30]**

Whenever an unauthorized vehicle is towed from public or private property, the relocator, or ~~his~~their agent or employee, shall notify the Bloomington Police Department, except when a representative of the Police Department authorizes the vehicle to be towed. Such notification shall be by telephone no later than one hour after the tow is made and shall include the name of the relocator, an accurate description of the vehicle, and the location it was towed to and from.

§ 29-2506 **[Ch. 29, Sec. 225] Illegal parking.**

A. It shall be unlawful for a vehicle owner or operator to park a vehicle:

(1) In an off-street parking place where signs are posted pursuant to § **29-2504** of this article where the owner has not received permission to park in that space; or

(2) On a street in such a manner as to block a driveway; or

(3) On any residential property for which a sign need not be posted pursuant to Section 18a-302 of the Illinois Vehicle Code. **[Ord. No. 1979-102]**

B. The penalty for conviction of this section is $25. **[Ord. No. 1979-102]**

§ 29-2507 **[Ch. 29, Sec. 226] Post tow hearing.**

A. Any vehicle owner or operator whose vehicle is towed pursuant to this ~~O~~ordinance may, within 30 days of the towing, in lieu of paying the relocator for storage and towing, post a bond equal to the storage and towing fees with the City Clerk. Upon posting said bond, the relocator shall release the vehicle towed. **[Ord. No. 1979-102]**

B. Within 96 hours of the posting of the bond, the City Manager or ~~his~~their designee shall preside over an administrative hearing at which time the vehicle owner or operator may plead facts indicating by a preponderance of the evidence that:

(1) The signs, if required in § **29-2504**, were not posted or were not readable at the time the owner left the vehicle; or

(2) The vehicle was mistakenly towed, i.e. the owner or operator had the permission of the property owner to park; or

(3) Other circumstances indicating that the owner or operator was without fault in parking the vehicle in the location from which it was towed. **[Ord. No. 1979-102]**

C. Notice of said hearing shall be given to the property owner and relocator, as well as to the vehicle owner or operator. **[Ord. No. 1979-102]**

D. If the City Manager or ~~his~~their designee determine that the vehicle owner or operator has met the burden of proof, then he shall order the bond to be returned to the vehicle owner or operator. **[Ord. No. 1979-102]**

E. If the City Manager or ~~his~~their designee determine that the vehicle owner or operator has not met the burden of proof, then he shall order the bond to be sent to the towing company. **[Ord. No. 1979-102]**

F. If no claim is made upon the vehicle within 30 days of the towing, and an attempt has been made to contact the owner of the vehicle, the vehicle may be considered an abandoned vehicle and disposed of as provided in the Illinois Vehicle Code. **[Ord. No. 1979-102]**

§ 29-2508 **[Ch. 29, Sec. 227] Investigations, hearings, and proceedings.**
[Ord. No. 1979-102]

The rules governing investigations, hearings, and proceedings pursuant to the authority vested in the City Manager by this ~~O~~ordinance shall be the same as contained in the Rules of Practice of the Illinois Commerce Commission, as amended, with the exception of Rule XII.

§ 29-2509 **[Ch. 29, Sec. 228] License required~~Applications for relocator's licenses~~.**

A. No person or entity shall engage in the business of a commercial vehicle relocator without a license to do so from the City of Bloomington. ~~The method of application for relocator's licenses shall be in conformity with forms provided in the Office Department of the City Clerk. The annual license fee shall be as set forth in the Schedule of Fees. **[Ord. No. 2018-89]**~~

~~B. Should any relocator or his~~their employee(s), officers, or managers be convicted of a criminal offense, such information shall be reported to the City ~~Manager~~Clerk ~~within 30 days. **[Ord. No. 1979-102]**~~

§ 29-2510 **[Ch. 29, Sec. 229] Applications; Renewals ~~for renewal of relocator's license~~. ~~[Ord. No. 1979-102]~~**

~~Application for renewal of relocator's licenses shall be on forms supplied by the City Clerk.~~

A. Applications for creation of such licenses shall be made upon forms prepared and furnished by the City Clerk. Each application shall be signed and verified upon the oath or affirmation of an owner, an authorized agent, or managing member of the applicant. Such application shall be submitted and filed with the City Clerk after payment to the City of an application fee as set forth in the Schedule of Fees. Each application shall contain the following information and statements:

(1) The name, date of birth, and address of the applicant in the case of an individual; in the case of a partnership, the persons entitled to share in the profits thereof; and in the case of an entity, the date of incorporation, the objects for which it was organized, the names and addresses of the officers and directors, and if a majority in interest of the stock of such entity is owned by one person or their nominees, the name and address of such person;

(2) The entity name, registered DBA (Doing Business As)/Assumed Name, establishment address and phone number;

(3) An email address to be used for all licensing communications;

(4) The location and description of the premises and place of business which is to be operated under such license;

(5) A statement whether the applicant has made a similar application for a similar license on premises other than described in this application and the disposition of such application;

(6) Whether a previous license by any state or subdivision thereof or by the federal government has been revoked and reasons therefor;

(7) A statement that the applicant will not violate any of the laws of the State of Illinois or

of the United States or any Ordinance of the City in the conduct of their place of business.

If a business entity (Corporations, Not-for-Profit Corporations, Limited Partnerships, Limited Liability Companies, or Limited Liability Partnerships), the applicant must be in good standing with the State of Illinois before a license will be issued.

B. The following must be submitted as supplemental documentation to the application provided by the City Clerk:

(1) A list of all owners/partners/officers with name, date of birth, address, and percent ownership/stock;

(2) A copy of the applicant's State of IL Relocator license;

(3) If an Assumed Name is used, proof the Assumed Name is registered with the State of Illinois or County of McLean;

(4) Insurance as set out in **§ 29-2512**; and

(5) A bond as set out in **§ 29-2512.**

C. Disqualification for license. No such license shall be issued to:

(1) A person not of legal age or under any legal disability;

(2) A person whose license issued under this ordinance has been revoked for cause;

(3) A person who, at the time of application, for renewal of any license hereunder would not be eligible for such license upon a first application; and

(4) Any person who fails to furnish or falsely furnishes information or who fails to make or falsely makes statements required in the application for a license as set forth in this chapter.

D. Renewals. All applications for the renewal of a license shall be made in writing to the City Clerk not later than December 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk not later than December 1 of each year, an affidavit stating that such facts and statements have not changed.

§ 29-2511 **[Ch. 29, Sec. 230] License Fee; Late Fee.**

C. The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees per year payable in advance and no license shall be issued until such fee has been paid. When a license is created by the City Clerk and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the calendar year in which the license is issued. Application fees shall not be prorated. The license shall expire on December 31st of the year in which it is issued. In the event of revocation or surrender of a license, no unearned portion of the license fee shall be refunded.

D. Each renewal license fee must be received by the City Clerk not later than December 1

unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder must pay a late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

§ 29-2512 **[Ch. 29, Sec. 231] Bond and insurance requirements; termination of licenses.**

A. Each person or entity having a relocator license shall obtain and at all times maintain in effect a penal bond to the City of Bloomington in the sum of $2,000 from a solvent surety company licensed to do business in the State of Illinois and each such bond is subject to being approved by the Corporation Counsel. Each bond shall be filed with the City Clerk before the license to which the bond applies are distributed by the City Clerk and shall be conditioned upon the faithful observance by the licensee of all of the provisions of this chapter and of any other provisions of the Bloomington City Code and of the laws of the State of Illinois and of the United States of America applying to relocators.

B. Each relocator licensee is required at all times to have on file with the City Clerk proof from the surety company that the required bond is in effect at all times as required by this section.

C. Each licensee prior to receiving a license, shall procure and maintain for the duration of the license, public liability and property damage insurance in a minimum amount of $500,000 per person and $1,000,000 in the aggregate per occurrence and property damage in a minimum amount of $1,000,000, which shall name the City of Bloomington, its officers and employees as additional insureds and the same shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days advance written notice to the City. Proof of such insurance, issued by an insurance company licensed to do business in the State of Illinois in the form of a certificate of insurance, shall be attached to the application.

D. The failure of any person or entity to at all times maintain in effect the bond and insurance as required by this section shall be a violation of this chapter and may result in sanctions as herein provided.

§ 29-2513 **[Ch. 29, Sec. 232] Notices of change.**

Changes relating to the following must be reported to the City Clerk, in writing, before they occur: (1) changes in ownership as defined in **§ 29-2501** Definitions.; and (2) changes in DBA (Assumed Name).

§ 29-2514~~1~~ **[Ch. 29, Sec. 233~~0~~] Posting of rates and charges.**
~~**[Ord. No. 1979-102]**~~

The rates and charges of commercial vehicle relocators shall be posted and the contents thereof ~~filed with~~ made available upon request to the City Clerk.

§ 29-2515~~2~~ **[Ch. 29, Sec. 234~~1~~] Vehicle identification.**

A. The relocator shall identify ~~his~~their vehicles in a color or colors vividly contrasting to the color of the unit, ~~his~~their name, address, and telephone number, using letters and figures

not less than two inches in height. **[Ord. No. 1979-102]**

B. The above requirement shall be waived where the vehicle has painted or otherwise firmly affixed to it a seal or trademark which clearly identifies the relocator. **[Ord. No. 1979-102]**

~~§ 29-2513 **[Ch. 29, Sec. 232] Ownership and management.**~~

~~A. A relocator must within 10 days' notice the office of the City Manager of any change in the names and telephone numbers of officers and managers of this company. **[Ord. No. 1979-102]**~~

~~B. A relocator must within 48 hours notify the office of the City Manager of any change in locations and telephone numbers of the places where his company transacts business. **[Ord. No. 1979-102]**~~

§ 29-2516~~3~~4 **[Ch. 29, Sec. 235~~3~~] Prohibited financial transactions.**

A. Any payment of any kind from a relocator to a property owner, lessee, or property manager for permission to tow any vehicle is prohibited. **[Ord. No. 1979-102]**

B. Any payment from a relocator of any kind or for any purposes to any peace officer or law enforcement official is prohibited. **[Ord. No. 1979-102]**

§ 29-2517~~5~~ **[Ch. 29, Sec. 236~~4~~] License~~-~~ revocation, ~~or~~ suspension, or nonrenewal.**

~~A. Basis for revocation or suspension of a relocator license. The City Manager may revoke or suspend a relocator license for any one or more of the following reasons:~~

~~(1) If the holder thereof has obtained said license by fraud or misrepresentation; or~~

~~(2) If the holder has committed substantial or repeated violations of this Ordinance. **[Ord. No. 1979-102]**~~

D. In addition to the imposition of fines provided in this chapter, any relocator license may be revoked, suspended, or not renewed, after notice and hearing by the City Manager, or their designee, for any of the following reasons:

(7) Violation of any of the provisions of this chapter;

(8) Violation of any law occurring on the establishment's premises committed by the establishment or an employee of the establishment;

(9) Violation of any law or state regulation regarding relocating or relocator licenses;

(10) Failure to pay any tax, judgment, fee, or bill owed to the City of Bloomington;

(11) Failure to provide current information regarding the ownership or location of the business;

(12) Failure to notify in writing the City Clerk Department and receive prior approval of a change in ownership as required by § **29-2513**;

E. For the administration of this section, the formal rules of evidence shall not apply at the

hearing and hearsay may be permitted, provided it is of the nature reasonably prudent persons would rely upon in the conduct of their affairs. At the hearing, the City Manager, or their designee, shall determine by a preponderance of the evidence whether a lawful reason exists to revoke or suspend the license. The City Manager, or their designee, after determining that a lawful reason exists to revoke or suspend the license, shall also determine whether that lawful reason merits the sanction of a revocation or suspension of the license.

F. An establishment whose relocator license has been revoked may not reapply for a new license until one year after the final determination of revocation.

~~B~~D. The procedure provided in the Illinois Commerce Commission's Rules of Practice, with the exception of Rule XII, concerning complaints, hearings, etc., shall govern all proceedings wherein a relocator license may be suspended or revoked. **[Ord. No. 1979-102]**

~~§ 29-2516 **[Ch. 29, Sec. 235] Security requirements.**~~

~~A. Relocators shall comply with the requirements of Section 18a-301 of the Illinois Vehicle Code by having bond or insurance coverage to meet the liability security requirements specified therein. Each relocator shall maintain on file with the. City Clerk an indemnity bond or insurance policy or certificates of bond(s) or insurance in lieu thereof which show that at all times each relocator has the required security. A relocator's license may be suspended for failing to meet the requirements of this section. **[Ord. No. 1984-6]**~~

~~B. In the event any relocator's license has been suspended by reason of failure to meet the security requirements of this section, and should he thereafter file a bond or insurance policy or certificates in lieu thereof with the City of Bloomington within 20 days after the suspension, the City Manager is authorized and hereby directed to reinstate the license of such relocator and shall by notice to such relocator certify such reinstatement. Upon good cause shown, the City of Bloomington may reinstate any license which has been in suspension for more than 20 days. **[Ord. No. 1979-102]**~~

~~C. In the event any relocator's license shall be in suspension for 30 days by reason of failure to have satisfactory security on file, the City Manager will institute a proceeding against such relocator to show cause why the suspension should not be permanent, and his license revoked. **[Ord. No. 1979-102]**~~

§ 29-2518~~7~~ **[Ch. 29, Sec. 237~~6~~] Severability.**
[Ord. No. 1979-102]

It is the intention of the City Council of the City of Bloomington, Illinois that the several provisions of this article **XXV** on commercial relocation of vehicles are separable. If any court of competent jurisdiction shall adjudge any provision of this article to be invalid, such judgment shall not affect any other provisions of this article not specifically included in such judgment order.

~~Article I~~
~~Definitions~~

§ 32-101 **[Ch. 32, Sec. 1] Definitions.**
For the purpose of this article the following terms shall mean:

ANTIQUES
Any article having an age of 50 years or more. **[Ord. No. 1991-101]**

AUCTIONEER
Any person who, at public outcry, offers for sale to the highest bidder any goods, wares, or merchandise or real estate for profit.

CHANGE OF OWNERSHIP

A. A change in the form of ownership, e.g., from an individual or partnership or entity or from a partnership to an individual;

B. A change from an individual to a partnership or a change in a partnership such as the addition or deletion of any partner; or

C. In an entity, the transfer of over 5% of the stock thereof except for those listed on a national stock exchange in which event the transfer of a controlling interest or over 50% of the stock thereof.

CUSTOMER

A. Any person who as a part of ~~his~~ their regular business deposits or pledges any personal property or thing of value with a licensee, on condition of obtaining or recovering the property back again at a stipulated price~~.~~; or

B. A~~a~~ny person who ~~applies for sale of or~~ sells any personal property or thing of value to a licensee~~.~~; or

~~B~~C. Any person who shall be paid an advance on the consignment of any merchandise to be sold by a licensee~~.~~; or

~~C~~D. Any person who shall sell pawn tickets to a licensee so that the licensee may redeem and resell that merchandise~~.~~; or

~~D~~E. Any person who shall renegotiate, with a licensee, a pawn loan between themselves and other licensee~~.~~; or

F. Any combination of Subsections **A** through **E.** **[Ord. No. 1991-101]**

ENTITY
An organization that has an identity separate from those of its members, including, but is not limited to, corporations, limited partnerships, limited liability companies, or limited liability partnerships.

JUNK DEALER

Any person who as a part of ~~his~~ their regular business keeps a junk store or junkyard for the purchase and sale of junk, rags, old rope, paper, bagging, old iron, brass, copper, tin, slush, lead, or other articles of like nature on the condition of selling or trading the article later.

PAWNBROKER

A. Any person who as a part of ~~his~~ their regular business loans money on the deposit or pledge of any personal property or thing of value, on the condition of redelivering or selling the article back again at a stipulated price.

B. Any person who shall pay cash advances on the consignment of merchandise to be sold.

C. Any person who as a part of ~~his~~ their regular business practice shall buy pawn tickets from individuals so as to redeem and resell that merchandise.

D. Any person who shall as a part of ~~his~~ their regular business renegotiate pawn loans between individuals and other pawnbrokers. **[Ord. No. 1991-101]**

SECONDHAND DEALER

Any person who as a part of ~~his~~ their regular business engages in buying, selling, or in any way dealing with used goods of any kind.

TRANSACTION

A. Any sale, loan, pledge, or deposit of any personal property or thing of value between a customer and a licensee as a part of the licensee's regular business~~.~~; or

B. Any advance payment on the consignment of any merchandise between a customer and a licensee~~.~~; or

C. Any sale of pawn tickets by a customer to a licensee for the purposes of redemption and resale of the pawned merchandise~~.~~; or

D. Any renegotiation of a pawn loan by a customer and a licensee of a pawn loan between said customer and any other licensed pawnbroker~~.~~; or

E. Any combination of Subsections **A** through **D**. **[Ord. No. 1991-101]**

WORKS OF ART

A. A visual rendition including, but not limited to, a painting, drawing, sculpture, mosaic, videotape, or photograph.

B. A work of calligraphy.

C. A work of graphic art including, but not limited to, an etching, lithograph, serigraph, or offset print.

D. A craft work in materials including, but not limited to clay, textile, fiber, wood, metal, plastic, or glass.

E. A work in mixed media including, but not limited to, a collage, assemblage, or work

consisting of any combination of Subsections **A** through **D**. **[Ord. No. 1991-101]**

~~Article II~~
~~**Pawnbrokers**~~

§ 32-~~201~~**102 [Ch. 32, Sec. 2] License required.**
[Ord. No. 1991-101]

A. It shall be unlawful for any person or entity to engage in the business of pawnbroker, auctioneer, junk dealer, or secondhand dealer without first obtaining a license ~~therefor~~ from the City Clerk.

B. A license may be granted to any person who sells or intends to sell secondhand goods from a fixed location for a period exceeding 15 consecutive days in a calendar year with the exception of pawnbrokers where a license must be held at all times when operating.

C. Bona fide estate liquidators and estate executors, the sale of vehicles, or parts thereof, mobile homes, boats, books, trading cards, clothes, coins or stamps, antiques, works of art, records, or tapes, refrigerators, ranges and ovens, washers and dryers and furniture are exempt from this ordinance.

D. Garage, patio, and residence sales are exempted from the terms of this chapter and are regulated instead by the terms of ~~Chapter 44,~~ **§ 44-405A**, of the Bloomington City Code.

E. No licensee shall purchase, sell, trade, or deal in any way with firearms of any kind without first obtaining a federal firearms license for the proper class in which they desire to deal.

§ 32-~~202~~**103 [Ch. 32, Sec. 3] Applications ~~for license~~; Renewals.**

A. All applicants and employees for license shall provide the City Clerk and the Police Department two separate forms of identification. The applicant and employees will also submit to a mug shot and a complete set of fingerprints. Applicants and employees will submit to a complete criminal history check. Anyone who has been convicted of any felony under the laws of the State of Illinois or any other state or federal laws of the United States or of a misdemeanor for any of the offenses under the category of theft, retail theft, and deception as defined in the Illinois Criminal Code or equivalent statutes in other jurisdictions, shall not be employed or be the proprietor of a pawn, junk, or secondhand shop unless such conviction was five or more years prior to the date of application for a license and such person has been sufficiently rehabilitated to warrant the public trust. The City ~~Manager~~ Clerk shall review the application of such person and make a determination of whether that person has been sufficiently rehabilitated. The City ~~Manager~~ Clerk may consider the length of time that has passed between the application and any such conviction, the number of such convictions and the applicant's employment record in making such determination, and in making said decision shall receive counsel from the Chief of Police and Corporation Counsel.

B. All applicants shall, as a condition for the granting of a license and on a portion of the application provided by the City Clerk, agree that in the event the applicant as licensee receives merchandise of any kind which is stolen, ~~he~~ they claim~~s~~ no right, title or interest in or to said merchandise, and that upon request by law enforcement officers having jurisdiction over the location of ~~his~~ their place of business, ~~he~~ they will voluntarily

surrender said merchandise to the possession of that law enforcement agency when given a receipt for same.

C. This article shall not apply to retailers who primarily sell unused goods, who in the course of selling such unused goods occasionally receive used goods as partial consideration for the sale of such unused goods.

D. Applications for creation of licenses shall be made upon forms prepared and furnished by the City Clerk. Each application shall be signed and verified upon the oath or affirmation of an owner, an authorized agent, or managing member of the applicant. Such application shall be submitted and filed with the City Clerk after payment to the City of an application fee as set forth in the Schedule of Fees. Each application shall contain the following information and statements:

(1) The name, date of birth, and address of the applicant in the case of an individual; in the case of a partnership, the persons entitled to share in the profits thereof; and in the case of an entity, the date of incorporation, the objects for which it was organized, the names and addresses of the officers and directors, and if a majority in interest of the stock of such entity is owned by one person or their nominees, the name and address of such person;

(2) The entity name, registered DBA (Doing Business As)/Assumed Name, establishment address and phone number;

(3) An email address to be used for all licensing communications;

(4) The location and description of the premises and place of business which is to be operated under such license;

(5) A statement whether the applicant has made a similar application for a similar license on premises other than described in this application and the disposition of such application;

(6) Whether a previous license by any state or subdivision thereof or by the federal government has been revoked and reasons therefor;

(7) A statement that the applicant will not violate any of the laws of the State of Illinois or of the United States or any ordinance of the City in the conduct of their place of business.

If an entity, the applicant must be in good standing with the State of Illinois before a license will be issued.

E. The following must be submitted as supplemental documentation to the application provided by the City Clerk:

(1) A list of all owners/partners/officers with name, date of birth, address, and percent ownership/stock;

(2) If an Assumed Name is used, proof the Assumed Name is registered with the State of Illinois or County of McLean;

(4) Premises verification (lease or proof of ownership); and

(5) A bond as set out in § 32-110.

F. Disqualification for license. No such license shall be issued to:

(1) A person whose license issued under this ordinance has been revoked for cause;

(2) A person who, at the time of application, for renewal of any license hereunder would not be eligible for such license upon a first application;

(3) A person who does not own the premises for which a license is sought or does not have a lease thereon for the full period for which the license is to be issued; and

(4) Any person who fails to furnish or falsely furnishes information or who fails to make or falsely makes statements required in the application for a license as set forth in this chapter.

G. Renewals. All applications for the renewal of a license shall be made in writing to the City Clerk not later than December 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk not later than December 1 of each year, an affidavit stating that such facts and statements have not changed.

[Ord. No. 1996-111]

§ 32-~~203~~104 [Ch. 32, Sec. 4] License fee~~s - pawnbrokers~~; Late fee.
[Ord. No. 2018-89]

~~The annual fee for a pawnbroker license required by this article shall be as set forth in the Schedule of Fees for each place of business. The business shall also post a $5,000 surety bond, which shall be forfeited if a license issued under the terms of this chapter is revoked.~~

E. The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees per year payable in advance and no license shall be issued until such fee has been paid. When a license is created by the City Clerk and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the calendar year in which the license is issued. Application fees shall not be prorated. The license shall expire on December 31st of the year in which it is issued. In the event of revocation or surrender of a license, no unearned portion of the license fee shall be refunded.

F. Each renewal license fee must be received by the City Clerk not later than December 1 unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder must pay a ~~penalty~~ late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

§ 32-~~204~~105 [Ch. 32, Sec. 5] Unlawful purchases.
[Ord. No. 1991-101]

It shall be unlawful for any licensee under this article to receive any articles in the course of ~~his~~ their business from any person who is in an intoxicated condition, a minor, or who is known or suspected ~~by him~~ to have acquired and be disposing of such articles unlawfully.

§ 32-~~205~~106 [Ch. 32, Sec. 6] Record book to be kept.

A. Every licensee under this article shall keep and preserve a book or ~~card~~ record ~~in which shall be~~ legibly ~~written in ink~~ and accurately describing~~ption~~ in the English language ~~of all~~ each and every article~~s~~ pawned, consigned, or sold and the amount of money loaned, paid, agreed to, or given for said article~~thereon;~~. Each record shall also include the time of the transaction; the name, address, telephone number, age, ~~color~~description, height, and weight of the person pawning, consigning, or selling the article~~s~~; and, if applicable, the number of the pawn ticket issued therefor.

B. In the event of pawning, p~~P~~rior to completing the transaction, a valid Illinois Drivers License or two separate and valid forms of identification of the person pawning items ~~will~~ shall be recorded along with the above information. ~~Every licensee under this article~~ Pawnbrokers shall also keep~~,~~ ~~in addition to the ledger records required by this section,~~ video records of each customer and each article pawned or purchased by video taken of the person and of the article(s) pawned. These records shall be accessible by name of the person pawning or selling the article and by the article type. The video ~~tapes~~ record shall be kept by the licensee for a period of not less than 60 days. **[Ord. No. 1991-101]**

~~B~~C. The records ~~book~~ required to be kept by Subsections **A** and **B** shall be open to inspection at all reasonable times by the Police Department or the City Clerk. **[Ord. No. 1991-101]**

§ 32-~~206~~107 [Ch. 32, Sec. 7] Retention of acquired property.
[Ord. No. 1991-101]

All property received by a licensee under this article shall be held intact by the licensee for at least 72 hours after time of purchase. Whenever any licensee receives written notice, either from the Police Department or from any individual, that someone is maintaining claim of right to possession of the property adverse to the licensee, the licensee shall keep the property in ~~his~~ their possession or turn it over to the Police if so required by the Chief of Police.

§ 32-~~207~~108 [Ch. 32, Sec. 8] Serial numbers required.
[Ord. No. 1991-101]

No ~~pawnbroker~~ licensee shall accept as collateral security or for purchase any property of the type given manufacturer's serial numbers or other identifying insignia unless such property shall have plainly visible thereon the manufacturer's serial number or other identifying insignia.

§ 32-~~208~~109 [Ch. 32, Sec. 9] Firearms.
[Ord. No. 1991-101]

No licensee shall purchase, sell, trade, or deal in any way with firearms of any kind without first obtaining a federal firearms license for the proper class in which they desire to deal.

§ 32-~~209~~110 [Ch. 32, Sec. 10] ~~Violations, penalty.~~
~~[Ord. No. 2000-160]~~

~~Any licensee under this chapter who violates one or more of the provisions of this article shall be guilty of an ordinance violation, and upon conviction shall be fined not less than $50 nor more than $500 for each such violation. The City Clerk shall have the power and authority to revoke any license granted under this chapter for any violation by a licensee of any provision or condition contained in this chapter. A revocation or suspension of any license issued pursuant to 250 ILCS 510/0.01 et seq., Pawnbroker Regulation Act, will revoke or suspend any license granted under this chapter.~~

Bond requirements; Termination of licenses.

A. Each person or entity having a license shall obtain and at all times maintain in effect a penal bond to the City of Bloomington in the sum of $5,000 from a solvent surety company licensed to do business in the State of Illinois and each such bond is subject to being approved by the Corporation Counsel. Each bond shall be filed with the City Clerk before a license to which the bond applies is issued and shall be conditioned upon compliance with the provisions of this article, state, and federal law.

B. Each licensee is required at all times to have on file with the City Clerk proof from the surety company that the required bond is in effect at all times as required by this section.

C. The failure of any person or entity to at all times maintain in effect the bond required by this section shall be a violation of this chapter and may result in sanctions as herein provided.

§ 32-~~210~~111 [Ch. 32, Sec. 11] ~~Severability.~~
~~[Ord. No. 1991-101]~~

~~If any section, sentence, clause, word or other provision of this chapter, or any ordinance amendatory thereof or supplemental thereto, shall be held invalid such fact shall not affect the validity of any other section, sentence, clause, word or other provision herein, which may be severable therefrom and be valid and capable of reasonable effect and application without such invalid portions, and to this end all such portions of this chapter are declared severable and shall be so construed whenever possible to do so.~~

Notices of change.

Changes relating to the following must be reported to the City Clerk, in writing, before they occur: (1) changes in ownership as defined in § 32-101 [Ch. 32, Sec. 1] Definitions.; and (2) changes in DBA (Assumed Name).

§ 32-~~211~~112 [Ch. 32, Sec. 12] Confidentiality of photographs.
[Ord. No. 1991-101]

All videos taken in accordance with the provisions of this article shall be restricted, with respect to the access to such videos and the use thereof, to law enforcement personnel for the purpose of investigation involving ~~wanted~~ persons and stolen property. Any use of said

videos by or for private individuals or other commercial concerns is expressly prohibited.

§ 32-113 [Ch. 32, Sec. 13] Auctioneers: Prohibited Acts.
No auctioneer who has been duly licensed by the City to conduct auction sales in the City shall do and perform any of the following acts:

A. Make any false representation as to the character, quality, condition, value, or ownership of any goods, wares, merchandise, or property offered for sale.

B. Exhibit and offer for sale at auction any article, and induce its purchase by any bidder, and afterwards secretly substitute any other article for the one so exhibited with intent to deceive and defraud such bidder.

C. Be guilty of any device, trick, or fraudulent practice with intent thereby to deceive or defraud any bidder.

D. Use false bidders, cappers, or puffers.

E. Use bells, buzzers, musical instruments, or street criers; provided that signs or flags may be used to attract attention to the auction.

F. Substitute an unlicensed auctioneer in place of the licensed auctioneer.

G. Fail to exhibit ~~his~~ their license at the auction sale upon demand of any police officer or City official.

H. Sell or offer for sale at public auction any articles, goods, wares, or merchandise upon any street, alley, sidewalk, or public ground of the City of Bloomington, or to hold any auction sale thereon.

§ 32-114 [Ch. 32, Sec. 14] License revocation, suspension, or nonrenewal.
G. In addition to the imposition of fines provided in this chapter, any license may be revoked, suspended, or not renewed, after notice and hearing by the City Manager, or their designee, for any of the following reasons:

(13) Violation of any of the provisions of this chapter;

(14) Violation of any law occurring on the establishment's premises committed by the establishment or an employee of the establishment;

(15) Violation of any law or state regulation;

(16) Failure to pay any tax, judgment, fee, or bill owed to the City of Bloomington;

(17) Failure to provide current information regarding the ownership or location of the business;

(18) Failure to notify in writing the City Clerk Department and receive prior approval of a change in ownership as required by **§ 32-111**;

(19) Revocation or suspension of any license issued pursuant to 205 ILCS 510/0.01 et seq., Pawnbroker Regulation Act.

H. For the administration of this section, the formal rules of evidence shall not apply at the hearing and hearsay may be permitted, provided it is of the nature reasonably prudent persons would rely upon in the conduct of their affairs. At the hearing, the City Manager, or their designee, shall determine by a preponderance of the evidence whether a lawful reason exists to revoke or suspend the license. The City Manager, or their designee, after determining that a lawful reason exists to revoke or suspend the license, shall also determine whether that lawful reason merits the sanction of a revocation or suspension of the license.

I. An establishment whose license has been revoked may not reapply for a new license until one year after the final determination of revocation.

§ 32-116 [Ch. 32, Sec. 16] Severability.

If any section, sentence, clause, or other provision of this chapter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other section, sentence, clause, or provision. To this end all such portions of this chapter are declared severable and shall be so construed whenever possible to do so.

~~Article III~~

~~**Secondhand Dealers**~~

~~§ 32-301 **[Ch. 32, Sec. 13] Secondhand goods dealers license required; applicability. [Ord. No. 1991-101]**~~

~~It shall be unlawful for any person to engage in the business of buying, selling or in any way dealing with used goods of any kind without first obtaining a secondhand dealer's license therefor from the City Clerk. Provided that, this article not apply to retailers who primarily sell unused goods who in the course of selling such unused goods occasionally receive used goods as partial consideration for the sale of such unused goods, and dispose of the same by sale or otherwise. A license is not required of individuals or businesses transacting such business in the interest of a bona fide charitable organization.~~

~~§ 32-302 **[Ch. 32, Sec. 14] Application for license - secondhand dealers.**~~

~~All applications for licenses required by this article shall be submitted on forms provided by the City Clerk and applicant shall provide all information requested thereon.~~

~~A. A secondhand dealer's license may be granted to any person who sells or intends to sell secondhand goods from a fixed location for a period exceeding 15 consecutive days in a calendar year. **[Ord. No. 1991-101]**~~

~~B. Bona fide estate liquidators and estate executors, the sale of vehicles, or parts thereof, mobile homes, boats, books, Trading cards, clothes, coins or stamps, antiques, works of art, records, or tapes, refrigerators, ranges and ovens, washers and dryers and furniture are exempt from this ordinance. **[Ord. No. 1991-101]**~~

~~C. No licensee shall purchase, sell, trade or deal in any way with firearms of any kind without first obtaining a federal firearms license for the proper class in which they desire to deal.~~

~~**[Ord. No. 1991-101]**~~

~~§ 32-303 **[Ch. 32, Sec. 15] License fees.**~~
~~**[Ord. No. 2000-160]**~~

~~The annual fee for a secondhand dealer license required by this article shall be $100 for each place of business of the licensee.~~

~~§ 32-304 **[Ch. 32, Sec. 16] Unlawful purchases.**~~
~~**[Ord. No. 1991-101]**~~

~~It shall be unlawful for any licensee under this article to receive any articles in the course of his business from any person who is in an intoxicated condition, a minor or who is known or suspected by him to have acquired and be disposing of such articles unlawfully.~~

~~§ 32-305 **[Ch. 32, Sec. 17] Record book to be kept.**~~

~~A. Every licensee under this article shall keep a record book or receipt book in which shall be legibly written in ink in the English language at the time of receiving any goods the following: An accurate description of the article received; the amount of money paid for it; the name, residence address, and a driver's license number and state of seller. If no Driver's License is available then two valid forms of identification. **[Ord. No. 1991-101]**~~

~~B. The record book required to be kept by Subsection **A** shall be open to inspection at all reasonable times by the Police or the City Clerk. **[Ord. No. 1991-101]**~~

~~§ 32-306 **[Ch. 32, Sec. 18] Retention of acquired property.**~~
~~**[Ord. No. 1991-101]**~~

~~All property received by a licensee under this article shall be held intact by the licensee for at least 72 hours after the article is purchased. Whenever any licensee receives written notice, either from the Police Department or from an individual, that someone is maintaining a claim of right to possession of the property adverse to the licensee, the licensee shall keep the property in his possession or turn it over to the Police if so required by the Chief of Police. Once notice of an adverse claim to property has been given under this section, the property shall be held for a period of 20 days, during which legal proceedings may be commenced to determine who is entitled to the property. If the matter is not settled or legal proceedings have not been commenced within 20 days, the property shall be returned to the licensee by the Police if held by them, and the licensee may dispose of the property as he sees fit.~~

~~§ 32-307 **[Ch. 32, Sec. 19] Garage, patio and residence sales.**~~
~~**[Ord. No. 1991-101]**~~

~~Garage, patio and residence sales are exempted from the terms of this chapter and are regulated instead by the terms of Chapter **44**, § **44-405A**, of the Bloomington City Code.~~

~~Article I~~
~~Day Scavengers~~

§ 36-101 **[Ch. 36, Sec. 1]** **Definitions.**

CHANGE OF OWNERSHIP

A. A change in the form of ownership, e.g., from an individual or partnership or entity or from a partnership to an individual;

B. A change from an individual to a partnership or a change in a partnership such as the addition or deletion of any partner; or

C. In an entity, the transfer of over 5% of the stock thereof except for those listed on a national stock exchange in which event the transfer of a controlling interest or over 50% of the stock thereof.

ENTITY

An organization that has an identity separate from those of its members, including, but is not limited to, corporations, limited partnerships, limited liability companies, or limited liability partnerships.

SCAVENGER, WASTE COLLECTOR, OR WASTE HAULER

Any person or entity that collects, transports, or disposes of waste materials for profit. Waste materials includes but is not limited to solid waste, bulk waste, liquid waste, food waste, plant waste, animal waste, medical waste, hazardous waste, construction debris, industrial waste, and any discarded materials for recycling.

Some examples include but are not limited to collection and transport of waste from septic tanks, outhouses, grease, used oil, construction or demolition work, dumpsters, discarded appliances, discarded furniture, and yard waste.

§ 36-102 **[Ch. 36, Sec. 2]** **License - required.**
No person other than one licensed under Chapter **21** of this Code shall be permitted to remove and dispose of swill, offal, table refuse, usually known as garbage, or any other matter described in § **36-10~~2~~1** of this chapter, without first having obtained a license to do so; provided, that any person desiring to gather, remove, and dispose of garbage, decaying animal matter ~~and fish~~, swill, or other animal or vegetable refuse and wastes from his own premises, without the aid of a licensed private scavenger, waste collector, or waste hauler may do so.

§ 36-103~~2~~ **[Ch. 36, Sec. ~~2~~3]** **~~Same - granting~~Applications; Renewals.**

~~A. The City Manager shall, from time to time, and upon application, grant a license to any person to remove and dispose of, in the manner stated in this article, offal, table refuse, or animal and vegetable matter usually known as garbage, inflammable waste materials, building materials and rubbish from hotels, restaurants, cafes, boarding houses, and other places not otherwise provided for by the City or for the removal and disposal of swill or any animal or vegetable refuse and waste, including decaying animal matter and fish from~~

~~commission houses and other places where such decaying animal matter and fish may accumulate.~~

~~B. Any person, firm, or corporation holding a license as night scavenger shall not be required to take out any additional license for engaging in the business or employment of day scavenger.~~

A. Applications for creation of licenses shall be made upon forms prepared and furnished by the City Clerk. Each application shall be signed and verified upon the oath or affirmation of an owner, an authorized agent or managing member of the applicant. Such application shall be submitted and filed with the City Clerk after payment to the City of an application fee as set forth in the Schedule of Fees. Each application shall contain the following information and statements:

(1) The name, date of birth, and address of the applicant in the case of an individual; in the case of a partnership, the persons entitled to share in the profits thereof; and in the case of an entity, the date of incorporation, the objects for which it was organized, the names and addresses of the officers and directors, and if a majority in interest of the stock of such entity is owned by one person or their nominees, the name and address of such person;

(2) The entity name, registered DBA (Doing Business As)/Assumed Name, establishment address and phone number;

(3) An email address to be used for all licensing communications;

(4) A statement whether the applicant has made a similar application for a similar license on premises other than described in this application and the disposition of such application;

(5) Whether a previous license by any state or subdivision thereof or by the federal government has been revoked and reasons therefor; and

(6) A statement that the applicant will not violate any of the laws of the State of Illinois or of the United States or any ordinance of the City in the conduct of their place of business.

If an entity, the applicant must be in good standing with the State of Illinois before a license will be issued.

E. The following must be submitted as supplemental documentation to the application provided by the City Clerk:

(1) A list of all owners/partners/officers with name, date of birth, address, and percent ownership/stock;

(2) If an Assumed Name is used, proof the Assumed Name is registered with the State of Illinois or County of McLean;

(3) Insurance as set out in § 36-105;

(4) A bond as set out in § 36-105;

(5) Scavengers, waste collectors, or waste haulers providing refuse services must provide a copy of their Environmental Protection Agency permit;

(6) Scavengers, waste collectors, or waste haulers providing refuse services must provide a list of all the addresses to be serviced under the City scavenger, waste collector, or waste hauler license, if approved; and

(6) Scavengers, waste collectors, or waste haulers providing privy vault, septic, cesspool, or sink services must provide a copy of their County Health Department permit.

F. Disqualification for license. No such license shall be issued to:

(1) A person whose license issued under this ordinance has been revoked for cause.

(2) A person who, at the time of application, for renewal of any license hereunder would not be eligible for such license upon a first application.

(3) Any person who fails to furnish or falsely furnishes information or who fails to make or falsely makes statements required in the application for a license as set forth in this chapter.

G. Renewals. All applications for the renewal of a license shall be made in writing to the City Clerk not later than December 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk not later than December 1 of each year, an affidavit stating that such facts and statements have not changed.

§ 36-104~~3~~ **[Ch. 36, Sec. ~~3~~4]** **License fee; Late fee.**

G. The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees per year payable in advance and no license shall be issued until such fee has been paid. When a license is created by the City Clerk and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the calendar year in which the license is issued. Application fees shall not be prorated. The license shall expire on December 31st of the year in which it is issued. In the event of revocation or surrender of a license, no unearned portion of the license fee shall be refunded.

H. Each renewal license fee must be received by the City Clerk not later than December 1 unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder must pay a ~~penalty~~ late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

§ 36-105 **[Ch. 36, Sec. 5]** ~~**Same - fee; bond.**~~ **Bond and insurance requirements; termination of licenses.**
~~**[Ord. No. 2018-89]**~~

~~Every person applying for the license required by this article shall pay annually to the Director of Finance a sum in an amount set forth in the Schedule of Fees and shall execute a bond to~~

~~the City in the penal sum of $500 with a corporation surety to be approved by the Corporation Counsel conditioned that such licensee will comply with the provisions of the Code of the City on this subject or pertinent thereto which the City Council may, from time to time, ordain and will also comply with and obey the directions and regulations of the Department of Health. Said license shall expire December 31st of the year in which it was issued. License fees shall not be prorated.~~

A. Each person or entity having a license shall obtain and at all times maintain in effect a penal bond to the City of Bloomington in the sum of $5,000 from a solvent surety company licensed to do business in the State of Illinois and each such bond is subject to being approved by the Corporation Counsel. Each bond shall be filed with the City Clerk before a license to which the bond applies is issued and shall be conditioned upon compliance with the provisions of this article, state, and federal law.

B. Each licensee is required at all times to have on file with the City Clerk proof from the surety company that the required bond is in effect at all times as required by this section.

C. Each licensee prior to receiving a license, shall procure and maintain for the duration of the license, public liability and property damage insurance in a minimum amount of $500,000 per person and $1,000,000 in the aggregate per occurrence and property damage in a minimum amount of $1,000,000, which shall name the City of Bloomington, its officers and employees as additional insureds and the same shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days advance written notice to the City. Proof of such insurance, issued by an insurance company licensed to do business in the State of Illinois in the form of a certificate of insurance, shall be attached to the application.

D. The failure of any person or entity to at all times maintain in effect the bond or insurance as required by this section shall be a violation of this chapter and may result in sanctions as herein provided.

§ 36-106~~7~~ **[Ch. 36, Sec. 46]** **Notices of change.**
Changes relating to the following must be reported to the City Clerk, in writing, before they occur: (1) changes in ownership as defined in § 32-101 [Ch. 32, Sec. 1] Definitions.; and (2) changes in DBA (Assumed Name).

§ 36-107 **[Ch. 36, Sec. 7]** **License revocation, suspension, or nonrenewal.**

D. In addition to the imposition of fines provided in this chapter, any license may be revoked, suspended, or not renewed, after notice and hearing by the City Manager, or their designee, for any of the following reasons:

(7) Violation of any of the provisions of this chapter;

(8) Violation of any law occurring on the establishment's premises committed by the establishment or an employee of the establishment;

(9) Violation of any law or state regulation;

(10) Failure to pay any tax, judgment, fee, or bill owed to the City of Bloomington;

(11) Failure to provide current information regarding the ownership or location of the business;

(12) Failure to notify in writing the City Clerk Department and receive prior approval of a change in ownership as required by **§ 36-106**;

E. For the administration of this section, the formal rules of evidence shall not apply at the hearing and hearsay may be permitted, provided it is of the nature reasonably prudent persons would rely upon in the conduct of their affairs. At the hearing, the City Manager, or their designee, shall determine by a preponderance of the evidence whether a lawful reason exists to revoke or suspend the license. The City Manager, or their designee, after determining that a lawful reason exists to revoke or suspend the license, shall also determine whether that lawful reason merits the sanction of a revocation or suspension of the license.

F. An establishment whose license has been revoked may not reapply for a new license until one year after the final determination of revocation.

§ 36-108 **[Ch. 36, Sec. 8] Disposal of offensive matter.**
The offensive matters described in this article shall under no circumstances be disposed of in any public dump or public place within the City nor in any other manner or place than as prescribed by the Director of Health.

§ 36-110 **[Ch. 36, Sec. 10] Severability.**
If any section, sentence, clause, or other provision of this chapter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other section, sentence, clause, or provision. To this end all such portions of this chapter are declared severable and shall be so construed whenever possible to do so.

~~§ 36-105 **[Ch. 36, Sec. 5] Identification of vehicle.**~~
~~Every vehicle under this chapter shall be conspicuously and permanently marked with the name of the person owning the same and the number of his license. The letters and figures used in such marking shall not be less than six inches in height.~~

~~§ 36-106 **[Ch. 36, Sec. 6] Violations.**~~
~~Every person so licensed as day scavenger, as aforesaid, who shall in the conduct of his business violate any of the provisions of the Code of the City regulating his business or who shall in the conduct of such business refuse or fail to comply with the rules and regulations of the County Public Health Department, shall for each offense be subject to a penalty of not less than $5 nor more than $50, and, upon conviction, his license may be forfeited, in the discretion of the City Manager.~~

~~Article II~~
~~**Night Scavengers**~~

~~§ 36-201 **[Ch. 36, Sec. 7] Scavengers - must be licensed.**~~
~~The City Manager may from time to time grant licenses to any person, company, or corporation to engage in the business of emptying, cleaning or removing the contents of privy vaults,~~

~~cesspools, septic tanks, or sinks, and every such person, company, or corporation engaged in such business shall be deemed a night scavenger within the meaning of this article.~~

~~§ 36-202 **[Ch. 36, Sec. 8] License fee - bond.**~~
~~**[Ord. No. 2018-89]**~~

~~Every person, company or corporation applying for such license shall before the same issues pay to the Director of Finance the sum in the amount set forth in the Schedule of Fees per annum for each and every wagon used by such person for scavenger work and execute a bond with a corporate surety to be approved by the Director of Finance, conditioned that said scavenger will comply with the provisions of this article, and the Code of the City which is in force at the time of the issuance of said license or may afterward be passed by the Council, touching said occupation, and will also comply with and obey the directions and regulations of the County Public Health Department and its agents made in pursuance of law. Said license shall expire December 31st of the year in which it was issued. License fees shall not be prorated.~~

§ 36-~~203~~108 **[Ch. 36, Sec. ~~9~~8] Unlicensed work~~ - penalty~~.**
No person~~, company,~~ or ~~corporation~~ entity within the City shall act as a ~~empty, clean, or remove the contents of any privy vault, cesspool, or sink or engage in the business of night~~ scavenger, waste collector, or waste hauler without having first obtained a license ~~so~~ to do so. ~~Any person violating the foregoing provisions of this section shall forfeit and pay not less than $5 nor more than $25 for each offense: Provided, that t~~The owners, occupants, or agents of any premises upon which vaults are located within the City limits desiring to clean and remove the contents thereof themselves without the aid of ~~night~~ scavenger~~s~~, waste collector, or waste hauler may be allowed to do so ~~upon the written permission of the Department of Health, and then only in the manner directed in such permit~~.

§ 36-~~204~~109 **[Ch. 36, Sec. ~~10~~9] Odorless machines required ~~- approval of - compensation - penalty~~.**
It shall be unlawful for any person~~, firm,~~ or ~~corporation~~ entity to act as a scavenger, waste collector, or waste hauler emptying any septic tank, privy vault, sink, cesspool, or other receptacle of filth~~ located~~ in ~~said~~ the City~~, except~~ without using an odorless machine, apparatus, or process ~~which has been~~ approved by the County Public Health Department ~~by a certificate in writing issued to the person, firm, or corporation proposing to engage in said business~~; and such certificate must be presented to the City ~~Manager~~ Clerk before any license shall be issued for said business. ~~Any violation of the provisions of this section shall subject the offender to a fine of not less than $10 or more than $50.~~

§ 36-~~205~~110 **[Ch. 36, Sec. 10~~1~~] Specifications for transportation.**
No part of the contents of any privy vault, sink, or cesspool, except substances other than excrements insoluble in water, or any accumulation of any offensive fluid, liquor; or semiliquid substances or materials being in any excavation, cellar, or place within the limits of the City shall be removed therefrom; nor shall the same be transported through any of the streets or avenues of the City unless and except the same shall be removed and transported by means of an airtight and watertight iron vehicle of a capacity of not less than 70 cubic feet and in such a manner as shall prevent entirely the escape of any noxious or offensive odors therefrom and by a permit from the County Public Health Department. All tools, pails, and tubs used by the scavenger~~s~~, waste collector, or waste hauler shall be made from galvanized iron or other

metal and shall be free from all wood to prevent saturation of the ~~night~~ soil into them. All carts and vehicles mentioned in this article and all boxes, tubs, and receptacles thereon in which any substance in this article referred to may be or is carried shall be strong and tight, so that no part of such contents or load shall fall, leak, or spill therefrom and shall be adequately and tightly covered so as to prevent the same from becoming offensive or dangerous to health. Should any such substance or materials being so conveyed fall upon or in any place, street, or premises, it shall be the duty of every such person at once to remove any such substance which has fallen therefrom.

§ 36-~~206~~111 **[Ch. 36, Sec. 11~~2~~] Time of opening vaults; ~~- d~~Disposition of contents~~ - penalty~~.**
No privy vault, cesspool, septic tank, or sink, ~~shall be opened~~ nor the contents thereof, shall be disturbed or removed ~~between the hours of 5:00 a.m. and 10:00 p.m., of any day~~ except ~~the same be done~~ by odorless process approved by the County Public Health Department, nor shall such contents be deposited or buried within the City except upon the written permission of the County Public Health Department, in such manner and place as it shall therein direct. ~~Any person, company, or corporation engaged in such business who shall violate the directions of the Public Health Department contained in any such permit shall immediately forfeit his license, and shall also be subject to a penalty of not less than $10 nor more than $100.~~

§ 36-~~207~~112 **[Ch. 36, Sec. 12~~3~~] ~~Signs on~~ Marked scavenger, waste collector, or waste hauler vehicles~~wagons~~.**
All ~~S~~scavengers, waste collectors, or waste haulers ~~who engage in the business of removing the contents of privy vaults, cesspools, septic tanks, or sinks~~ shall be required to ~~cause to be painted~~ mark ~~on~~ the sides of their vehicle(s) used in such business with the words, "Licensed ~~Scavenger~~Business," and immediately beneath such words shall be ~~painted~~ the number of their City license. Such words and figures shall be ~~painted~~marked on all such vehicles in large letters and figures and in such manner as to render them most conspicuous, and the number to be used shall be given in the license.

§ 36-~~210~~115 **[Ch. 36, Sec. 15~~6~~] Disinfection.**
All vehicles used under the provisions of this article shall be thoroughly disinfected and ~~put~~ kept in an inoffensive condition when not in use.

§ 36-~~211~~116 **[Ch. 36, Sec. 16~~7~~] Unnecessary offensiveness.**

A. No driver of a vehicle under the provisions of this article nor any person having undertaken or being engaged in and about the loading or unloading thereof, nor any person engaged about the cleaning or emptying or having undertaken to empty or remove any garbage, offal, or the contents of any vault, sink, privy, catch basin, cesspool, septic tank, or any noxious or offensive substance shall do, or permit to be done about the same, or in connection therewith, that which shall be needlessly offensive or filthy in respect to any person, street, place, building, or premises.

B. No vehicle for carrying any offal, swill, garbage, or rubbish or the contents of any privy vault, cesspool, septic tank, or sink or having upon it or in it other nauseous or offensive substances shall, without necessity therefor stand or remain, nor shall a needless number gather before or near any building, place, or business, or other premises where any person may be; nor shall any such vehicle occupy an unreasonable length of time in loading or unloading or in passing along any street or through any inhabited place or ground; nor shall any such vehicle, or the driver thereof, or anything pertaining thereto, or the person

in charge thereof, be in a condition needlessly filthy or offensive and when not in use such vehicles and all implements used in connection therewith shall be stored and kept in some place where no needless offense shall be given to any inhabitants of the City or so as to endanger the health of any person.

Chapter 41
Tobacco

Article I
Licensing the Sale of Tobacco

§ 41-101 **[Ch. 41, Sec. 1] Definitions.**
Unless the context otherwise requires, the following terms as used in this chapter shall be construed according to the definitions given below.

ALTERNATIVE NICOTINE PRODUCT

A product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. "Alternative nicotine product" does not include: cigarettes as defined in Section 1 of the Cigarette Tax Act and tobacco products as defined in Section 10-5 of the Tobacco Products Tax Act of 1995; tobacco products and electronic cigarettes as defined in this section; or any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

[Added 5-26-2020 by Ord. No. 2020-35]

BUILDING

A structure all under one roof~~,~~ or a group of structures having separate roofs but connected by tunnels, passageways, or corridors.

[Amended 5-26-2020 by Ord. No. 2020-35]

CHANGE OF OWNERSHIP

A. A change in the form of ownership, e.g., from an individual or partnership or entity or from a partnership to an individual;

B. A change from an individual to a partnership or a change in a partnership such as the addition or deletion of any partner; or

C. In an entity, the transfer of over 5% of the stock thereof except for those listed on a national stock exchange in which event the transfer of a controlling interest or over 50% of the stock thereof.

ELECTRONIC CIGARETTE
[Added 5-26-2020 by Ord. No. 2020-35]

A. Means:

(1) Any device that employs a battery or other mechanism to heat a solution or substance to produce a vapor or aerosol intended for inhalation;

(2) Any cartridge or container of a solution or substance intended to be used with or in the device or to refill the device; or

(3) Any solution or substance, whether or not it contains nicotine intended for use in the device.

B. "Electronic cigarette" includes, but is not limited to, any electronic nicotine delivery system, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device. "Electronic cigarette" does not include: cigarettes as defined in Section 1 of the Cigarette Tax Act and tobacco products as defined in Section 10-5 of the Tobacco Products Tax Act of 1995; tobacco product and alternative nicotine product as defined in this section; any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose; any asthma inhaler prescribed by a physician for that condition and is being marketed and sold solely for that approved purpose; or any therapeutic product approved for use under the Compassionate Use of Medical Cannabis Pilot Program Act.

ENTITY

An organization that has an identity separate from those of its members, including, but is not limited to, corporations, limited partnerships, limited liability companies, or limited liability partnerships.

HOOKAH

Water pipes that are used to smoke specially made tobacco which may come in different flavors.

HOOKAH BAR

An establishment where patrons share flavored tobacco from a communal hookah or similar type of water pipe, or smoking device while seated at a table or bar.

LOCATION

One building owned or operated by the same individual, firm, association, or entity ~~corporation~~.

NICOTINE

Any form of the chemical nicotine, including any salt or complex, regardless of whether the chemical is naturally or synthetically derived.

[Added 5-26-2020 by Ord. No. 2020-35]

RETAIL SALE

The sale of a product for use or consumption, and not for resale.

SMOKE OR SMOKING

A. Means:

(1) the carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, or any other lighted smoking equipment; or

(2) the use of any electronic cigarette.

TOBACCO

Any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco, or tobacco in any form.

TOBACCO PRODUCT

Any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, products used or associated with hookah, pipe tobacco, snuff, snus and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately. "Tobacco product" does ~~not~~ include~~:~~ an electronic cigarette and alternative nicotine product as defined in this Section; or any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes~~,~~ and is being marketed and sold solely for that approved purpose.

[Added 5-26-2020 by Ord. No. 2020-35]

§ 41-102 **[Ch. 41, Sec. 2] License required.**
It shall be unlawful to sell or offer for sale at retail in the City tobacco in any form without first having obtained a license as herein provided.

§ 41-103 **[Ch. 41, Sec. 3] Applications; Renewals.**
~~Application for such license shall be made to the City Manager in writing, signed by the applicant, setting forth the name and address of the person so applying and the location at which it is proposed to sell tobacco at retail.~~

A. Applications for creation of such licenses shall be made upon forms prepared and furnished by the City Clerk. Each application shall be signed and verified upon the oath or affirmation of an owner, an authorized agent, or managing member of the applicant. Such application shall be submitted and filed with the City Clerk after payment to the City of an application fee as set forth in the Schedule of Fees. Each application shall contain the following information and statements:

(1) The name, date of birth, and address of the applicant in the case of an individual; in the case of a partnership, the persons entitled to share in the profits thereof; and in the case of an entity, the date of incorporation, the objects for which it was organized, the names

and addresses of the officers and directors, and if a majority in interest of the stock of such entity is owned by one person or their nominees, the name and address of such person;

(2) The entity name, registered DBA (Doing Business As)/Assumed Name, establishment address and phone number;

(3) An email address to be used for all licensing communications;

(4) The location and description of the premises and place of business which is to be operated under such license;

(5) A statement whether the applicant has made a similar application for a similar license on premises other than described in this application and the disposition of such application;

(6) Whether a previous license by any state or subdivision thereof or by the federal government has been revoked and reasons therefor;

(7) A statement that the applicant will not violate any of the laws of the State of Illinois or of the United States or any Ordinance of the City in the conduct of their place of business.

If an entity, the applicant must be in good standing with the State of Illinois before a license will be issued.

After approval and before the issuance of such license, the premises must be inspected by the City of Bloomington.

B. The following must be submitted as supplemental documentation to the application provided by the City Clerk:

(1) A list of all owners/partners/officers with name, date of birth, address, and percent ownership/stock;

(2) A copy of the applicant's State of IL Retail Tobacco license;

(3) If an Assumed Name is used, proof the Assumed Name is registered with the State of Illinois or County of McLean;

(4) Premises verification (lease or proof of ownership); and

(5) A bond as set out in § 41-107.

C. Disqualification for license. No such license shall be issued to:

(1) A person not of legal age or under any legal disability;

(2) A person whose license issued under this ordinance has been revoked for cause;

(3) A person who, at the time of application, for renewal of any license hereunder would not be eligible for such license upon a first application;

(4) A person who does not own the premises for which a license is sought or does not have a lease thereon for the full period for which the license is to be issued; and

(5) Any person who fails to furnish or falsely furnishes information or who fails to make or falsely makes statements required in the application for a license as set forth in this chapter.

D. Renewals. All applications for the renewal of a license shall be made in writing to the City Clerk not later than December 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk not later than December 1 of each year, an affidavit stating that such facts and statements have not changed.

§ 41-104 **[Ch. 41, Sec. 4] License f~~F~~ee; Late fee.**
[Ord. No. 2018-89]

I. The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees per year payable in advance ~~to the Director of Finance~~ and no license shall be issued until such fee has been paid. When a license is created by the City Clerk and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the calendar year in which the license is issued. Application fees shall not be prorated. The license shall expire on December 31st of the year in which it is issued. ~~In the event that an application is made after January 1 of any year, the license fee shall be reduced pro rata according to the number of quarters or parts thereof remaining in the year and the fractional part of a quarter shall be counted as a whole quarter. Whenever a license is issued to a specific location, no additional license shall be required for the sale of tobacco at the same location by a person other than the original applicant.~~ In the event of revocation or surrender of a license, no unearned portion of the license fee shall be refunded.

J. Each renewal tobacco license fee must be received by the City Clerk not later than December 1 unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder must pay a late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

§ 41-105 **[Ch. 41, Sec. 5] ~~Revocation.~~**
~~Any license issued hereunder may be revoked by the City Manager whenever, in his judgment, the public welfare requires such revocation; and acceptance of any license issued hereunder shall constitute an agreement between the parties to such license that the same may be revoked as herein provided.~~

~~§ 41-106 [Ch. 41, Sec. 6]~~ **Prohibition on sale of tobacco products, electronic cigarettes, and all alternative nicotine products to persons under 21 years of age, and on purchase of said products by persons under 21 years of age.**
[Amended 5-26-2020 by Ord. No. 2020-35]

No person shall sell, buy for, distribute samples of or furnish any tobacco product, electronic cigarette, or any alternative nicotine product to any person under 21 years of age. No person

under 21 years of age shall buy any tobacco product, electronic cigarette, or alternative nicotine product.

§ 41-106~~7~~ **[Ch. 41, Sec. 6~~7~~] Selling cigarettes containing deleterious or poisonous drugs.**
No person shall expose for sale, sell, or offer for sale to any person directly or indirectly, within the City any cigarettes containing opium, morphine, jimpson weed, belladonna, marijuana, strychnia, cocaine, or other deleterious or poisonous drug.

§ 41-107 **[Ch. 41, Sec. 7] Bond requirements; termination of licenses.**

A. Each person or entity having a tobacco license shall obtain and at all times maintain in effect a penal bond to the City of Bloomington in the sum of $2,000 from a solvent surety company licensed to do business in the State of Illinois and each such bond is subject to being approved by the Corporation Counsel. Each bond shall be filed with the City Clerk before tobacco licenses to which the bond applies are distributed by the City Clerk and shall be conditioned upon the faithful observance by the licensee of all of the provisions of this chapter and of any other provisions of the Bloomington City Code and of the laws of the State of Illinois and of the United States of America applying to the sale and possession of tobacco.

B. Each tobacco licensee is required at all times to have on file with the City Clerk proof from the surety company that the required bond is in effect at all times as required by this section.

C. The failure of any person or entity to at all times maintain in effect the bond required by this section shall be a violation of this chapter and may result in sanctions as herein provided.

§ 41-108 **[Ch. 41, Sec. 8] Notices of change.**
Changes relating to the following must be reported to the City Clerk, in writing, before they occur: (1) changes in ownership as defined in **§ 41-101** Definitions.; and (2) changes in DBA (Assumed Name).

§ 41-110 **[Ch. 41, Sec. 10] License revocation, suspension, or nonrenewal.**

J. In addition to the imposition of fines provided in this chapter, any tobacco license may be revoked, suspended, or not renewed, after notice and hearing by the City Manager, or their designee, for any of the following reasons:

(20) Violation of any of the provisions of this chapter including, but not limited to, sale of tobacco to a minor;

(21) Violation of any law occurring on the establishment's premises committed by the establishment or an employee of the establishment;

(22) Violation of any law or state regulation regarding tobacco or tobacco licenses;

(23) Failure to pay any tax, judgment, fee, or bill owed to the City of Bloomington;

(24) Failure to provide current information regarding the ownership or location of the business;

(25) Failure to notify in writing the City Clerk Department and receive prior approval of a change in ownership as required by § **41-108;**

K. For the administration of this section, the formal rules of evidence shall not apply at the hearing and hearsay may be permitted, provided it is of the nature reasonably prudent persons would rely upon in the conduct of their affairs. At the hearing, the City Manager, or their designee, shall determine by a preponderance of the evidence whether a lawful reason exists to revoke or suspend the license. The City Manager, or their designee, after determining that a lawful reason exists to revoke or suspend the license, shall also determine whether that lawful reason merits the sanction of a revocation or suspension of the license.

L. An establishment whose tobacco license has been revoked may not reapply for a new license until one year after the final determination of revocation.

~~A. Any person who shall violate any provision of this chapter shall be fined not less than $50 nor more than $200 for each offense.~~

Article II
Smoking in Public Places

[Effective 1-1-2007]

§ 41-201 **[Ch. 41, Sec. 11~~0~~] Interpretation with other laws.**
[Ord. No. 2006-51]

Nothing in this article overrides any existing elimination of smoking that is already covered by fire code restrictions.

§ 41-202 **[Ch. 41, Sec. 12~~1~~] Definitions.**
The following words and phrases whenever used in this article shall have the following meanings:

ADULT DAY CARE HOME
A private residence which receives for care one or more aging or disabled adults, not related to the family.

BUSINESS
Any sole proprietorship, partnership, joint venture, entity ~~corporation~~, limited liability company or other business entity formed for profit-making purposes, including without limitation retail establishments where goods or services are sold as well as professional entity ~~corporations~~ and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered.

CHILD DAY CARE HOME
A private residence which receives for care one or more children under the age of 12, not related to the family.

CHURCH

A facility used primarily and regularly for religious worship or religious instruction.

[Ord. No. 2006-138]

EMPLOYEE

Any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers their~~his or her~~ services for a nonprofit entity.

EMPLOYER

Any person, business, partnership, association, entity~~corporation~~, including without limitation a municipal entity~~corporation~~, trust, or nonprofit entity that employs the services of one or more individual persons.

ENCLOSED AREA

All space in any structure or building that is enclosed on all sides by any combination of walls, half walls, windows, or doorways extending from floor to the ceiling, regardless of whether they are open or closed.

FACILITY

Any enclosed structure or building intended for human occupancy.

HEALTH CARE FACILITY

Any office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including without limitation hospitals, rehabilitation hospitals, clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and other specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.

PLACE OF EMPLOYMENT

Any enclosed area under the control of a public or private employer that employees frequent during the course of employment, including without limitation work areas, employee lounges, ~~rest rooms~~ restrooms, conference rooms, classrooms, employee cafeterias, hallways, and vehicles. A private residence is not a "place of employment" unless it is used as a child day care home, adult day care home, health care facility, or home-based business of any kind open to the public.

PRIVATE CLUB OR LODGE

An organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used for club purposes, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and if alcoholic beverages are sold such sale is incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal

income tax as a club under 26 U.S.C. § 501. No organization shall be considered a private club or lodge under this section if it permits members to join under circumstances which renders it to be, in effect, a place of public accommodation, including but not limited to such methods as permitting persons to purchase membership in the club for a nominal fee. During such time that a private club or lodge permits its building or portion thereof to be used by non-organization members and does not require such non-organization members to be accompanied by a member of the private club or lodge, such building or portion thereof shall lose its exemption from the requirements of this article. If the portion of the building so used by the non-organization members has separate and distinct ~~rest room~~ restroom facilities and can be physically separated by means of walls and closed doors from other areas of the building used only by members of the private club or lodge, only that portion of the building used by such non-organization members is subject to the requirements of this article. During the time the building or portion thereof is subject to this article, temporary signs shall be posted pursuant to § **41-210**.

[Ord. No. 2006-138]

PUBLIC PLACE

Any enclosed area to which the public is invited or in which the public is permitted, including without limitation banks, any business, educational facilities, government buildings, health care facilities, laundromats, museums, public transportation facilities, reception areas, restaurants, bars/taverns, retail food production and marketing establishments, retail service establishments, retail stores, service line, shopping malls, sports arenas, theaters, waiting rooms, and common areas in multiple-family residences. A private residence is not a "public place" unless it is used as a child day care home, adult day care home, health care facility, or home-based business of any kind open to the public.

[Ord. No. 2006-138]

RETAIL TOBACCO STORE

Any retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental and where no one under 18 is permitted.

SERVICE LINE

Any indoor line at which one or more persons are waiting for or receiving services of any kind, whether or not the service involves the exchange of money.

SHOPPING MALL

Any enclosed walkway or hall area that serves to connect retail or professional establishments.

SMOKING

Inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, hookah, or other lighted tobacco product in any manner or in any form.

SPORTS ARENA, ENCLOSED OR SEMI-ENCLOSED

Any sports pavilion, stadium, gymnasium, health spa, boxing arena, swimming pool, roller and ice rink, bowling alley, and other similar places where members of the general public assemble to participate in or witness sports, cultural, recreational, or other events.

[Ord. No. 2006-51]

§ 41-203 **[Ch. 41, Sec. 13~~2~~] City owned facilities.**
[Ord. No. 2006-51]

Smoking shall be prohibited in any enclosed City facility and any City vehicle, including without limitation facilities and vehicles owned, leased, or operated by the City of Bloomington.

§ 41-204 **[Ch. 41, Sec. 14~~3~~] Prohibition of smoking in public places and places of employment.**
[Ord. No. 2006-51]

Smoking shall be prohibited in all enclosed public places and places of employment within the City of Bloomington, except as provided in **§ 41-205**.

§ 41-205 **[Ch. 41, Sec. 15~~4~~] Reasonable distance.**
[Ord. No. 2006-51]

Smoking is prohibited within 15 feet of any public entrance to an area in which smoking is prohibited.

§ 41-206 **[Ch. 41, Sec. 16~~5~~] Where smoking is not regulated.**
Notwithstanding any other provision of this article to the contrary, the following areas shall be exempt from the provisions of **§§ 41-202** through **41-213**.

A. Private residences, except when used as a licensed child day care home, adult care home, health care facility, or a home-based business of any kind open to the public, provided, however, private sleeping rooms in nursing homes and assisted living centers are not subject to **§ 41-204**, unless a roommate objects to smoking in the room.

B. Hotel and motel sleeping rooms that are rented to guests and are designated as smoking rooms provided, however, ~~that~~ not more than 25% of the rooms rented to guests in a hotel or motel may be so designated.

C. ~~Retail tobacco stores, provided that smoke from these places does not infiltrate into areas where smoking is prohibited under the provisions of any section of this article.~~

~~D.~~ Private clubs or lodges (except as provided in **§ 41-202** of this chapter). **[Ord. No. 2006-138]**

~~E~~D. Outdoor patios, except for that area of an outdoor patio within 15 feet of a primary public entrance to an area where smoking is prohibited.

~~F~~E. Public sidewalk, roadway, park, and golf course. **[Ord. No. 2006-138]**

~~G~~F. Churches. **[Ord. No. 2006-51]**

~~H~~G. A room designated for smoking in an airport established and operated pursuant to the Illinois Airport Authorities Act (70 ILCS 5), provided that such room is located in an area where persons cannot enter without passing through an airport security checkpoint regulated by the Transportation Security Administration or successor agency, and provided that such room is equipped with a ventilation system which substantially reduces the amount of smoke leaving the room and does not allow recirculation of smoke to public areas. **[Ord. No. 2006-138]**

§ 41-207 **[Ch. 41, Sec. 17~~6~~] Declaration of establishment as non-smoking.**
[Ord. No. 2006-51]

Notwithstanding any other provisions of this article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a non-smoking place by posting a sign in conformance with the provisions of this Act. Smoking shall be prohibited in any area declared a non-smoking area and any person smoking in such area shall be subject to the penalty provisions of this Act.

§ 41-208 **[Ch. 41, Sec. 18~~7~~] Non-retaliation.**
[Ord. No. 2006-51]

No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this article or reports or attempts to prosecute a violation of this article.

§ 41-209 **[Ch. 41, Sec. 19~~8~~] Enforcement.**

A. Any citizen who desires to register a complaint under this article may file a complaint with the City of Bloomington.

B. The City shall, while an establishment is undergoing otherwise mandated inspection, inspect for compliance with this article.

C. An owner, manager, operator, or employee of an establishment regulated by this article shall inform persons violating this article of the appropriate provisions thereof. Posting of a no-smoking sign conforming with this article shall be considered adequate notice.

D. In addition to the remedies provided by this article, the City Manager or any person aggrieved by the failure of the owner, operator, manager, or other person in control of a public place or a place of employment to comply with the provisions of this section may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction. **[Ord. No. 2006-51]**

§ 41-210 **[Ch. 41, Sec. 20~~19~~] Posting of signs.**
[Ord. No. 2006-138]

Every public place, place of employment, and place established as non-smoking pursuant to

§ 41-207 where smoking is prohibited by this article, shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited. The international "no smoking" symbol consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar diagonally across it shall be considered acceptable under this section.

§ 41-212 **[Ch. 41, Sec. 22~~1~~] Public education.**
[Ord. No. 2006-51]

The City of Bloomington shall engage in a continuing program to explain and clarify the purposes and requirements of this article to citizens affected by it, and to guide owners, operators, and managers in their compliance with it.

§ 41-213 **[Ch. 41, Sec. 23~~2~~] Other applicable laws.**
[Ord. No. 2006-51]

This article shall not be interpreted or be construed to permit smoking where it is otherwise restricted by other applicable laws.

§ 41-214 **[Ch. 41, Sec. 24~~3~~] Severability.**
[Ord. No. 2006-51]

If any provision, clause, sentence, or paragraph of this article or the application thereof to any person or circumstances shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this article which can be given effect without the invalid provision or application, and to this end the provisions of this article are declared to be severable.

Chapter 43
Manufactured Home Parks

Article I.

§ 43-101 **[] Title.**
This chapter of the Bloomington City Code, 1960, as amended, shall be known, cited and referred to as the Manufactured Home and Recreation Vehicle Park Ordinance of the City of Bloomington, Illinois and at times referred to as "this Ordinance" in this chapter.

§ 43-102 **[Ch. 43, Sec. 1.0 through Ch. 43, Sec. 1.4] Rules and definitions.**

A. Context. Unless the context clearly requires otherwise, the words and phrases in this Ordinance shall have the meaning as set forth in Subsection **D** of this section. ~~**[Ord. No. 1996-84]**~~

B. Language. The language set forth in the text of this Ordinance shall be interpreted in accordance with the following rules of construction, unless the context clearly requires a different construction:

(1) The singular number includes the plural and the plural the singular;

(2) The present tense includes the past and future tenses, and the future tense includes the

present;

(3) When used in connection with an action of an owner or park manager, the word "shall" is mandatory, while the word "may" is permissive;

(4) Terms connotating a particular gender shall include each and every gender;

(5) Whenever a word or term defined hereinafter appears in the text of this Ordinance, its meaning shall be construed as set forth in the definition thereof, and any word appearing in parenthesis between a word and its definition shall be construed in the same sense as that word;

(6) All measured distances shall be to the nearest integral meter, if a fraction is 1/2 meter or more, the integral meter next above shall be taken;

(7) All words and terms not defined herein shall be construed in their generally accepted meanings; and

(8) All provisions of this Ordinance imposing duties upon the City, its officers or agents are directory, unless the context clearly requires that the provision be construed as mandatory. ~~**[Ord. No. 1996-84]**~~

C. Definitions not included herein. The definition of any word not included in Subsection **D** of this section shall be construed to be the same as defined in Chapter **44** of the Bloomington City Code~~, 1960, as amended, i.e. the Bloomington Zoning Code~~. ~~**[Ord. No. 1996-84]**~~

D. Definitions. The following words and terms, wherever they occur in this Ordinance shall be construed as herein defined:

ACCESSORY STRUCTURE

~~A subordinate use which is clearly and customarily incidental to the principal use of a building or premises and which is located on the same lot as the principal building or use. Accessory structures or buildings are not to be considered permanent and shall not have permanent foundations (foundations 40 inches or more below grade). They shall be constructed to be free standing and shall not apply any additional loading situations to the manufactured home it is associated with. The structural integrity of such structures shall be in compliance with the CABO One and Two Family Dwelling Code, as adopted by the City Council in the Bloomington City Code, Chapter **10**. At no time shall an accessory structure be used for habitable space. The accessory structure shall not be larger than the principal structure that it serves.~~

An accessory building, structure or use is one which:

A. Is subordinate to and clearly and customarily incidental to the principal building or principal use; and

B. Is subordinate in area, extent, and purpose to the principal building or principal use served; and

C. Contributes to the comfort, convenience, or necessity of occupants to the principal building or principal use served; and

D. Is located on the same lot as the principal building or principal use served, with the

single exception of such accessory off-street parking facilities as are permitted to locate elsewhere than on the same lot with the building or use served; and

E. The structural integrity of such accessory buildings or structures shall be in compliance with the International Residential Code, as adopted by the City Council in Bloomington City Code, Chapter 10.

~~[Ord. No. 1996-84]~~

~~CLERK~~

~~The City Clerk of the City of Bloomington, Illinois.~~

~~[Ord. No. 1996-84]~~

COMMISSION

The ~~Bloomington~~ Planning Commission of the City of Bloomington, Illinois.

~~[Ord. No. 1996-84]~~

DIRECTOR OF THE DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT

As used herein, shall refer to the Director of the Department of Economic & Community Development for the City of Bloomington, Illinois, or to their designee.

DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS

As used herein, shall refer to ~~T~~the Director of the Department of Public Works of the City of Bloomington, Illinois, or to their designee.

~~[Ord. No. 2018-93]~~

~~FAMILY~~

~~One or more persons, each related to the other by blood, adoption or marriage, living in a dwelling unit. One or more persons each related to the other by blood, adoption or marriage and not more than two other persons not related by blood, adoption or marriage living in a dwelling unit shall also be deemed to constitute a family. Any child living in a "Foster Family Home" as that term is defined in Chapter 44 of the Bloomington Zoning Code, § 44-1607, shall also be deemed to be part of a family. However, in no case shall more than two persons not related by blood, adoption or marriage occupy any efficiency unit or a one bedroom dwelling unit as defined in Chapter 44 of the Bloomington Zoning Code, § 44-1605, of this Code.~~

~~[Ord. No. 1996-84]~~

FIRE CHIEF

As used herein, shall refer to ~~T~~the Fire Chief for the City of Bloomington, Illinois, or to their designee.

~~[Ord. No. 1996-84]~~

~~LICENSE~~

~~A license issued by the City of Bloomington allowing a person to operate and maintain a~~

~~manufactured home park under the provisions of this Ordinance and regulations issued hereunder.~~

~~**[Ord. No. 1996-84]**~~

PERMIT

A written certification issued by the City of Bloomington or its duly authorized representative allowing a person to operate and maintain a manufactured home park under the provisions of this ordinance and regulations issued hereunder. The City will also permit~~ting~~ the construction, alteration, or extension of a manufactured home park under the provisions of this Ordinance and regulations issued hereunder. This certification shall also be used for approval of plans for additions, accessory structures, installations, or repair of structures on a manufactured home lot.

~~**[Ord. No. 1996-84]**~~

§ 43-103 **[Ch. 43, Sec. 2.0 through Ch. 43, Sec. 2.6] Permits.**

A. Necessity of permit. It shall be unlawful for any person to construct, alter or extend any manufactured home park or stage thereof within the corporate limits of the City unless such person holds a valid construction permit. Permits for streets, sewers and watermains, if public, shall be issued by the Director of Public Works. The Building Safety Division of Economic & Community Development Department shall issue all permits for manufactured home stands and plumbing/electrical/mechanical service to each manufactured home; all related to the construction, alteration, or extension of said manufactured home park including all private streets, sewers, and watermains. Plans and specifications for the manufactured home park, and facilities must be prepared by a licensed professional engineer. Building plans must be prepared by an architect or structural engineer, licensed in the State of Illinois. ~~**[Ord. No. 2018-93]**~~

B. Requirements of permit application. The applicant shall submit ~~four copies of~~ the application and plans to the ~~Director~~ Department ~~of~~ Economic & Community Development and shall be distributed to the Fire Chief, ~~the City Clerk~~ and to the Director of the Department of Public Works. All applications shall ~~include~~ be submitted on forms provided by the Economic & Community Development Department. Applications shall conform to the requirements of **§ 44-1703**. The information requested on the application is deemed to be a minimum, and the applicant may be required to supply additional information.~~:~~ ~~**[Ord. No. 2018-93; 8-10-2020 by Ord. No. 2020-53]**~~

~~(1) Name and address of the applicant, including the names of owners of beneficial interest in a land trust;~~

~~(2) Location and legal description of the tract of land in question;~~

~~(3) Site plans conforming to the requirements of § **43-103C**.~~

C. Site plan review. Development and construction proposals meeting the following criteria shall be subject to the Site Plan Review in accordance with the requirements of Chapter 44 Article XVII~~- contents - approval~~.

(1) New development, infill, or redevelopment of any Manufactured Home Park.

(2) Site alteration in any Manufactured Home Park that includes one or more of the following:

(a) Expansion or reduction of the number of mobile home sites by 20% or more.

(b) Alterations that increase or decrease the number of required off-street parking spaces by 20% or more.

(c) Other significant changes to the site access, landscaping, parking, and site characteristics as determined by the Zoning Administrator.

(3) Development proposals requiring the site plan review shall require a public hearing in accordance with **§ 44-1709E.**

(4~~1~~) Submittal.

(a) An application for a site plan review may be made by any person, firm, or corporation, or by any office, department, board, bureau, or Commission requesting or intending to request application for a building permit or by the City Council or the City staff at the direction of the City Council.

(b) In addition to the requirements of § 44-1703, site plans shall provide the following information on one or more sheets:

~~Except where required in Subsection **C(3)** of this section, all applicants for a construction permit shall be accompanied by 16 copies of the site plan, which shall contain the following information:~~

~~[1] The area and dimensions of the tract of land;~~

[1~~2~~] The number, location and size of all manufactured home lots;

[2~~3~~] The location, width and type of surface material of all park streets, walkways and driveways;

[3~~4~~] The location and size of water and sewer lines;

[4~~5~~] Existing topography at two foot (or one-half meter) contour intervals;

[5~~6~~] Boundaries and sequence of completion of any stages of development (if any) of the manufactured home park;

[6~~7~~] The location and type of fire hydrants;

[7~~8~~] The location of all existing underground utilities such as telephone cables, gas mains and TV cables;

~~[9] The location of stormwater drainage ways and detention/retention facilities;~~

~~[10] An Erosion Control Plan;~~

~~[11] Location of required recreation area;~~

~~[12] Location of any manufactured home park service buildings and storm shelters.~~

~~(b) Site plans shall be drawn on paper not more than 24 inches by 36 inches, in a manner allowing clear and legible prints to be made from said plan using the scale of one inch equals not more than 20 feet. "As Built" plans shall be drawn on Mylar not more than 24 inches by 36 inches. Metric equivalents shall be accepted. **[Ord. No. 1996-84]**~~

~~(2) Upon review of the site plan, as provided in § **43-103D** of this chapter, the Council shall approve or disapprove said plan as presented, or approve it subject to reasonable modifications. **[Ord. No. 1996-84]**~~

~~(3) Site plan approval is not required for:~~

~~(a) Minor alterations of a presently existing manufactured home park; or~~

~~(b) Any stage of a manufactured home park contained in a site plan approved by the City Council within three years immediately preceding commencement of its construction.~~

(4) The Director of Economic & Community Development, or their designee shall review minor alterations and approve them if consistent with the requirements of this chapter. Items constituting a minor alteration shall be left to the discretion of the Director of Economic & Community Development. ~~**[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]**~~

~~D. Review of the site plan.~~

~~(1) Upon receipt of the items enumerated in Subsections **A** and **C**, the **Clerk** Economic & Community Development Department shall retain one copy of the documents filed and shall distribute copies as follows to:~~

~~(a) Executive Secretary of the Bloomington Planning Commission, 11 copies;~~

~~(b) The Director of Public Works, two copies;~~

~~(c) The Director of Economic & Community Development, one copy; **[Amended 8-10-2020 by Ord. No. 2020-53]**~~

~~(d) The Fire Chief, one copy. **[Ord. No. 2018-93]**~~

~~(2) The Director of Public Works, Director of Economic & Community Development and Fire Chief shall review all documents and submit their findings to the Executive Secretary of the Commission Chair. **[Ord. No. 2018-93; 8-10-2020 by Ord. No. 2020-53]**~~

~~(3) The Commission shall hold a public hearing on the manufactured home site plan and shall provide at least a seven day notice of said public hearing. **[Ord. No. 1996-84]**~~

~~(4) The Commission, upon review of those documents submitted under Subsections **A** and **C**, and the findings of the appropriate governmental officials, shall find that:~~

~~(a) All laws and standards have been met; or~~

~~(b) Problems exist with the site plan as presented.~~

~~(5) The Commission shall recommend either that the Council approve the site plan as presented or with reasonable modifications, or that the Council disapprove the site plan. The Commission shall state the reason for its recommendation. **[Ord. No. 1996-84]**~~

~~(6) Approved site plans or portions thereof which have expired three years after approval by the City Council may be extended by action of the City Council. **[Ord. No. 1996-84]**~~

D~~E~~. Construction plans.

(1) Upon receipt of the building and related plans, they shall be reviewed for code compliance with the building, fire, and other applicable codes. ~~**[Ord. No. 1996-84]**~~

(2) ~~Approval of the plans except those dealing with manufactured home stands and service utilities shall not affect the Commission's recommendation to the Council regarding the site plan and subsequent action by the Council. **[Ord. No. 1996-84]**~~

~~(3)~~ Fee for Review of Construction Plans and Specifications: The cost incurred by the Department of Public Works for the review of the construction plans and specifications for streets, sewers, and watermains and for the inspection of the same in the manufactured home park shall be paid by the applicant. Such cost shall be equal to the actual cost incurred by the Department of Public Works in labor, materials, transportation, and overhead for such review and inspection as calculated by the Director of Public Works. At the time such plans and specifications are filed with the Director of Public Works, the applicant shall pay to the City a fee as stated in the Schedule of Fees~~of 2% of the cost, as estimated by the Director of Public Works~~, of such streets, sewers and watermains; said fee shall be applied as a credit against the actual cost incurred by the Department of Public Works for the review of such plans and the inspection of such improvements. The balance of such actual cost shall be paid to the City by the applicant at the time that such review and inspection has been completed by the Department of Public Works. All such improvements to be installed under the provisions of this Code shall be inspected by the Department of Public Works during the course of construction. ~~**[Ord. No. 2018-93]**~~

E~~F~~. Construction permit.

(1) Within three years after the approval of the site plan, the applicant shall submit ~~four copies of~~ construction plans prepared by an Illinois Licensed Professional Engineer for all or any stage of land included in the application described in Subsection **A** of this section.

(a) These plans shall be consistent with the approved site plan and shall contain the information required for site plan review, as well as the following:

[1] ~~The area and dimensions of the tract of land;~~

~~[2] The number, location, and size of all manufactured home lots;~~

~~[3] The location, width, and type of surface material of all park streets, walkways, driveways;~~

~~[4] The location of water, sewer lines, services and types of materials;~~

~~[5]~~ Specifications of the water distribution and sewer facilities located within the manufactured home park including a profile showing elevations and grades of said improvements;

[2~~6~~] Locations, plans and specifications of all permanent buildings to be constructed or placed within the manufactured home park, which are signed and sealed by an Illinois Licensed Professional Architect or Engineer;

[3~~7~~] Plans and specifications of the streetlighting system and the location of easements and the source of power for other electrical systems;

[4~~8~~] The typical location, size, type of material and elevation for each manufactured home stand;

~~[9] The location and size of required recreation areas;~~

[5~~10~~] An erosion control plan shall also be provided;

[6~~11~~] Building plans shall include mechanical plans as well. Permit fees shall be as prescribed in Chapter **10** (Building Code), Chapter **15** (Electrical Code), and Chapter **34** (Plumbing Code).

(b) The form of the plans shall conform to the requirements for Construction Plans, as described in the City of Bloomington's Manual of Practice ~~of Subsection **C(1)** of this section~~. ~~**[Ord. No. 1996-84]**~~

(2) Review - Approval. Upon receipt of the construction plans and accompanying documents, the ~~City Clerk~~ Economic & Community Development Department shall retain one copy and shall distribute one copy of the plans to:

(a) The Director of Economic & Community Development; ~~**[Amended 8-10-2020 by Ord. No. 2020-53]**~~

(b) The Director of Public Works;

(c) The Fire Chief; ~~**[Ord. No. 2018-93]**~~

(3) The officials enumerated in Subsection **F(2)** above shall review the documents and submit their findings and recommendations to the Director of Economic & Community Development. The Director of Economic & Community Development, or their designee shall review these recommendations and shall approve the plans as presented or with reasonable modifications or disapprove the plans. Upon approval of the plans, the Director of Economic & Community Development, or their designee shall issue a construction permit to the applicant. The Director of Public Works, or their designee shall be responsible for issuing permits for any City maintained facilities. ~~**[Ord. No. 2018-93; 8-10-2020 by Ord. No. 2020-53]**~~

(4) Any applicant may appeal any of the following decisions to the ~~Construction~~ Building Board of Appeals:

(a) Disapproval of construction plans;

(b) Modifications of construction plans ordered by the Director of Economic & Community Development, or their designee. **~~[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]~~**

(5) Construction permits, for the manufactured home park only, shall be valid for a time frame not to exceed three years from the date of issuance. **[Ord. No. 1996-84]**

(6) Director of Economic & Community Development or the Director of Public Works may grant reinstatements or extensions of construction plans. **~~[Ord. No. 2018-93; 8-10-2020 by Ord. No. 2020-53]~~**

(7) The applicant shall be allowed to appear before the ~~Construction~~ Zoning Board of Appeals, as set forth in § 44-1712~~Chapter 10 of the Bloomington City Code, in person or by attorney, and present their reasons for contesting the decision of the Director of Economic & Community Development. After hearing the matter, the Construction Board of Appeals may approve the decision of the Director of Economic & Community Development in whole, in part or as modified or may reverse it.~~ **~~[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]~~**

G. Code compliance and other permits. The issuance of a construction permit by the Director of Economic & Community Development does not relieve the applicant from complying with the Zoning Ordinance, the Building Code, and other related codes. Permits required by each of the applicable codes shall be obtained prior to any corresponding work being started. **~~[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]~~**

H. Final inspections~~. [Ord. No. 2017-96; Ord. No. 2018-93; 8-10-2020 by Ord. No. 2020-53]~~

(1) The ~~Director of~~ Public Works Department~~, the Director of Economic & Community Development and the Fire Chief~~ shall inspect the manufactured home park and recommend to the ~~City Clerk~~ Economic & Community Development Department approval or disapproval and the reasons for their recommendation for occupancy. Upon approval, the ~~City Clerk~~ Economic & Community Development Department shall issue a manufactured home park Certificate of Registration~~license~~ to the person or agent thereof in accordance with **§ 43-104D** of this Ordinance.

(2) Before any manufactured home park or portion thereof shall be occupied, permanent markers shall be installed at all lot corners. These markers shall be of a minimum 5/8 inch diameter and three feet long. These markers shall be installed and maintained by the park manager. Markers shall also be placed on existing lots as they become empty and said lots shall not be occupied until these markers are installed. It shall be unlawful for permanent markers to be removed or otherwise altered without the approval of the ~~Director of~~ Economic & Community Development Department.

§ 43-104 **[Ch. 43, Sec. 3.0 through Ch. 43, Sec. 3.4] Manufactured home park registration~~licenses~~.**

A. Registration~~Licenses~~. It shall be unlawful for any person to operate or continue to operate any manufactured home park or any stage of such park within the corporate limits of the City unless such person holds a valid mobile home park certificate of registration~~license~~

issued annually by the City in the name of such person for the specific manufactured home park or stage. ~~**[Ord. No. 1996-84]**~~

B. Expiration of mobile home park registrations. All registrations~~licenses~~ shall expire at midnight December 31st following issuance thereof, and the registration~~license~~ shall be renewed from year to year. The ~~City Clerk~~ Economic & Community Development Department shall notify all current registration~~license~~ holders 90 days in advance of the expiration of their registration~~licenses~~. ~~A copy of this notice should be sent to the Director of Economic & Community Development and the Fire Chief~~. All applications for license renewal shall be transmitted to the ~~City Clerk~~ Economic & Community Development Department at least ~~3~~60 days in advance of the above date. ~~**[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]**~~

C. Transfer of mobile home park registrations~~licenses~~. Every registrant~~person holding a license~~ shall give notice in writing to the City at least 30 calendar days before having sold, transferred, given away, or otherwise disposed of interest in, or control of, any manufactured home park. Such notice shall include the name and address of the person or entity succeeding to the ownership or control of such manufactured home park. Upon submission of an application ~~in writing~~ for transfer of the registration~~license~~ and deposit of a fee, in an amount as set forth in the Schedule of Fees, the license shall be transferred subject to an agreement to comply according to **§ 43-107** of this Ordinance, or if the manufactured home park is in compliance with all applicable provisions of this Ordinance. ~~**[Ord. No. 2018-89]**~~

D. Registration~~License~~ renewal application.

(1) One copy of the registration~~license~~ application shall be submitted to the ~~City Clerk~~ Economic & Community Development Department.

(a) All applications shall contain the following information:

[1] The name, address and telephone numbers of the owner and manager, including owners of beneficial interest in a land trust;

[2] The location and legal description of the manufactured home park;

[3] An affidavit stating that all improvements have been constructed according to the approved plans, or that the manufactured home park, or stage as it exists, conforms to all local laws and standards of this Ordinance.

(b) The application shall be accompanied by the deposit of a fee in an amount as set forth in the Schedule of Fees. This fee, once paid to the ~~City Clerk~~ Economic & Community Development Department, shall not be refunded. ~~**[Ord. No. 2018-89]**~~

(2) Applications - notification for renewal of a registration~~license~~. The ~~City Clerk~~ Economic & Community Development Department shall notify the Director of Economic & Community Development, ~~the Director of Public Works, and the Fire Chief~~ that an application for the issuance of a registration~~license~~ has been filed. ~~**[Ord. No. 2018-93; 8-10-2020 by Ord. No. 2020-53]**~~

(3) Annual inspections, reports to Director of Economic & Community Development. The ~~Director of~~ Economic & Community Development staff ~~and the Fire Chief~~ shall inspect the manufactured home park and recommend to the ~~City Clerk~~ Director of Economic & Community Development Department approval or disapproval and the reasons for their recommendation. The ~~City Clerk~~ Economic & Community Development Department, upon receipt of the appropriate officials' comments, shall transmit them to the owners of the manufactured home park. ~~**[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]**~~

(4) Approval or disapproval. The Director of Economic & Community Development shall approve or disapprove the application for renewal on the basis of the information presented to them ~~him / her~~. ~~**[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]**~~

(5) Issuance of a registration~~license~~. The ~~City Clerk~~ Economic & Community Development Department, upon authorization by the Director of Economic & Community Development, shall issue a registration~~license~~. ~~**[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]**~~

(6) Rules and regulations. The City shall supply the registrant~~licensee~~ with any and all rules and regulations pertaining thereto made by the City and any change or changes that may be made from time to time which shall be kept on-site in each manufactured home park and shall be made available for use upon request by residents of said manufactured home park by the park management. ~~**[Ord. No. 1996-84]**~~

~~(7) Appeal of license denial. Any person whose application for renewal of a license under this Ordinance has been denied may request and shall be granted a hearing on the matter before the Construction Building Board of Appeals as stated under the procedure provided by § **43-106** of this Ordinance. **[Ord. No. 1996-84]**~~

§ 43-105 **[Ch. 43, Sec. 4.0] Inspection of manufactured home parks.**

A. The City shall have the power to enter the manufactured home park at reasonable times for the purpose of inspecting and investigating conditions relating to the enforcement of this Ordinance. ~~**[Ord. No. 1996-84]**~~

B. It shall be the duty of the park management to give the City free access to all lots at reasonable times for the purpose of inspection. ~~**[Ord. No. 1996-84]**~~

C. It shall be the duty of every occupant of a manufactured home park to give the owner thereof or their~~his~~ agent or employee access to their manufactured home, at reasonable times, for the purpose of making such repairs or alterations as are necessary to effect the compliance with this Ordinance. Prior to performing the repairs or alterations, the owner thereof or their~~his~~ agent or employee shall provide the tenant with a written notice of intent to perform the repairs or alterations one day prior to the start of the repairs or alterations. All efforts should be made to obtain the tenant's permission prior to the start of the work. In the event of an emergency, the park owner or their~~his~~ agent or employee may perform the necessary repairs and shall provide the tenant with a written notice of such repairs being made on the first business day after the repairs were started. ~~**[Ord. No. 1996-84]**~~

§ 43-106 **[Ch. 43, Sec. 5.0 through Ch. 43, Sec. 5.3] Notices, hearings and orders.**

A. Notification of violations. Whenever the City determines that there are reasonable

grounds to believe that there has been a violation of any provision of this Ordinance, the City shall give notice of such alleged violation to the person whom the permit or registration~~license~~ was issued as hereinafter provided. Such notice shall:

(1) Be in writing;

(2) Include a statement of the reasons for its issuance;

(3) Allow a reasonable time for the performance of any act it requires;

(4) Be served upon the owner or their~~his~~ agent as the case may require; provided that such notice or order shall be deemed to have been properly served upon such owner or agent when a copy thereof has been sent by registered mail to their~~his~~ last known address, or when he has been served with such notice by any method authorized or required by the laws of this state;

(5) Contain an outline of remedial action which, if taken, will effect compliance with the provisions of this Ordinance. ~~**[Ord. No. 1996-84]**~~

B. Appeals. Any person affected by any notice which has been issued in connection with the enforcement of any provisions of this Ordinance, may request and shall be granted a hearing on the matter before the appropriate Board of Appeals as provided by Chapter **10** (Building Code), Chapter **15** (Electrical Code), Chapter **34** (Plumbing Code) or Chapter **44** (Zoning Code). The appeal should be filed in accordance with the appropriate procedures specified in the Chapter(s) pertaining to the violation(s); provided that such person shall file ~~in the office of the Director of~~ with the Department of Economic & Community Development a written petition requesting such hearing and setting forth a brief statement of the grounds therefor, accompanied by the appropriate fees, within 10 days after the day the notice was served. ~~**[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]**~~

C. Emergency response. Whenever the City finds an emergency exists which requires immediate action to protect the public health, the City may, without notice or hearing, require that such action be taken as the City may deem necessary to meet the emergency including the suspension of the permit or license. Upon conclusion of the emergency, a hearing shall be afforded as soon as possible. ~~**[Ord. No. 1996-84]**~~

§ 43-107 **[Ch. 43, Sec. 6.0 through Ch. 43, Sec. 6.2] Exemptions.**

A. Nonconforming mobile home parks.

(1) Any manufactured home park duly licensed on the effective date of this chapter within the City of Bloomington, or any manufactured home park outside the corporate limits upon being forcibly annexed after the date of this Ordinance, shall in each instance be a valid, nonconforming manufactured home park with respect to the particular requirements set out in this Ordinance which constitute a change from the requirements of the predecessor to this chapter (unless such changes are required in order to avoid a condition which is hazardous to human life, health or safety).

~~(a) Manufactured home parks described in the preceding sentence are specifically exempted from the following sections of this Ordinance:~~

~~[1] § **43-108E**: Required Lot Area and Separation Between Manufactured Homes;~~

~~[2] § **43-108H**: Required Recreation Areas;~~

~~[3] § **43-108I**: Required Setbacks, Buffer Strips and Screening, as to Subsections I(1) and (2);~~

~~[4] § **43-108J**: Park Street System, Subsections **(2)**, **(3)**, **(4)**, (5)(a), (5)(b) and (7).~~

~~(b) This section on nonconformities shall apply to individual manufactured homes and accessory structures which were installed in a manufactured home park described in this Subsection **A(1)** prior to the effective date of this ordinance. **[Ord. No. 1996-84]**~~

~~(2) Any manufactured home park or stage thereof, construction of which is commenced within two years after approval of the site plan, shall be exempt from any change in this chapter which conflicts with the site plan and construction plans approved by the City. **[Ord. No. 1996-84]**~~

(3) Requirements which are applied to manufactured home parks ~~described in Subsection **A(1)**~~ on the grounds that they are necessary to avoid a condition which is hazardous to human life, health or safety shall be mandatory for the issuance or re-issuance of the next annual mobile home park certificate of registration~~license~~ as herein provided. ~~**[Ord. No. 1996-84]**~~

(4) A manufactured home park ~~described in Subsection **A(1)**~~ which proposes new construction shall be required to conform to the requirements of this Ordinance in such areas of new construction. ~~**[Ord. No. 1996-84]**~~

(5) A manufactured home park ~~described in Subsection **A(1)**~~ which proposes expansion or alteration (as opposed to ordinary repairs) to such a manufactured home park shall be required to conform to the requirements of this Ordinance in such areas of expansion or alteration. ~~**[Ord. No. 1996-84]**~~

~~B. Variances. The Director of Economic & Community Development may or may not recommend to the Council a variance or extension of time for compliance by existing or annexed courts as may be consistent with the purposes of this Ordinance as to sections not constituting nonconforming exceptions. The City Council shall give final consideration to all variance requests, but in no event shall such variance or extensions exceed three years. **[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]**~~

§ 43-108 **[Ch. 43, Sec. 7.0 through Ch. 43, Sec. 7.10] Manufactured home park development standards.**

A. General requirements. Condition of soil, ground water level, drainage and topography shall not create unreasonable hazards to the property or the health or safety of the occupants. The site shall not be exposed to objectionable smoke, noise, odors, or other adverse influences created within the manufactured home park. Land within the manufactured home park which is located within a flood hazard area as defined by Chapter **18** of the Bloomington City Code, 1960 as amended, shall not be used for manufactured home lots. ~~**[Ord. No. 1996-84]**~~

B. Conformance with City plans. All manufactured home parks shall be designed in such a

manner as to conform to the provisions of the major street and highway plan for the City of Bloomington. The owner shall dedicate all rights-of-way and construct their~~his~~ proportionate share of all major, local or collector streets, sewers, feeder water mains and storm drainage facilities as required under Chapter **24** of the Bloomington City Code (Subdivision Regulations). All construction of the above public improvements shall be completed in accordance with applicable City construction standards, and shall after their acceptance become the maintenance responsibility of the City. ~~**[Ord. No. 1996-84]**~~

C. Soil and ground cover requirements. Exposed ground surfaces in all parts of every manufactured home park shall be paved, or substantially covered with other solid material, or protected with a vegetative growth that is capable of preventing soil erosion and of eliminating objectionable dust. ~~**[Ord. No. 1996-84]**~~

D. Site drainage requirements. The ground surface in all parts of every manufactured home park shall be graded and equipped to drain all surface water in a safe, efficient manner. Proposed drainage improvements shall maintain any natural watercourses and shall prevent the collection of water at any low spot. An underground or surface storm sewer system shall be constructed and connected to an adequate outfall as approved by the Director of the Department of Public Works, or their designee. ~~**[Ord. No. 2018-93]**~~

E. Required lot area and separation between manufactured homes shall be governed by the regulations of the Zoning District in which they are located, with the following additions and exemptions:

(1) ~~All manufactured home lots shall contain a minimum of 4,100 square feet. **[Ord. No. 1996-84]**~~

~~(2)~~ No manufactured home or accessory structure shall be located closer than five feet from any rear or side lot line, and no closer than 10 feet to any front lot line. Corner lots shall be considered as having two frontages. In such measurement, the hitch or other appurtenance less than four feet high or any other protrusion of 18 inches or less from the side of a manufactured home shall not be considered. Manufactured homes shall not be placed closer than 10 feet from another manufactured home or accessory structure on an adjoining lot in any direction. In order to ensure the proper placement of permanent marking devices, the City shall have the ability to determine the location of manufactured home lot lines with the assistance of the park management. ~~**[Ord. No. 1996-84]**~~

(2~~3~~) In no case shall the sum of the area covered by the manufactured home, accessory structures or existing additions exceed more than 1/2 of the manufactured home lot. ~~**[Ord. No. 1996-84]**~~

(3~~4~~) All accessory structures are to be built in accordance with the standards specified in the One and Two Family Dwelling Code as adopted in Chapter **10** of the Bloomington City Code. Accessory structures may be built on a floating slab or on grade. ~~**[Ord. No. 2000-43]**~~

(4~~5~~) All accessory structures shall be built as free standing structures and shall not be permanently attached to any manufactured home. The exceptions include factory built structures that are designed as "tip out" style structures. Double-wide manufactured homes which are factory designed to be assembled by joining two or more individual units

shall not be considered accessory structures. ~~[Ord. No. 1996-84]~~

(5~~6~~) All accessory structures will be placed at either zero feet or a minimum of three feet from any manufactured home. An accessory structure may be located in the side or rear yard of a manufactured home lot. No accessory structure shall be located in the required front yard areas. ~~[Ord. No. 1996-84]~~

(6~~7~~) An accessory structure such as an awning, cabana, storage shed, carport, windbreak, or porch which has a floor area exceeding 25 square feet, or has an opaque top or roof, shall for the purposes of all yard or separation requirements, be considered to be a part of the manufactured home. ~~[Ord. No. 1996-84]~~

(7~~8~~) The adjoining of two manufactured home sections not originally designed by its production facility as double wide sections shall not be allowed. Nor shall the adjoining of two separate pieces of different double wide units be allowed. ~~[Ord. No. 1996-84]~~

(8~~9~~) In no case shall the area covered by an accessory structure be greater than the area covered by the manufactured home or 1,000 square feet, whichever is less. ~~[Ord. No. 1996-84]~~

(9~~10~~)Accessory structures closer than five feet to a manufactured home shall not obstruct openings for natural light and ventilation. ~~[Ord. No. 1996-84]~~

(10~~11~~)Fences shall be installed in accordance with Chapter **44** of the Bloomington City Code. The same lot requirements for lots of records shall also apply to lease lots in accordance with Chapter **44**, when pertaining to fences. ~~[Ord. No. 1996-84]~~

F. Manufactured home installation, repair and/or alteration.

(1) All manufactured homes for installation in any manufactured home park shall be one that was constructed in compliance with the Department of Housing and Urban Development's (HUD) Mobile Home Construction and Safety Standard. The data plate of the home shall reference snow/roof loading for the South Zone of 20 pounds per square foot and Zone I wind load of 15 pounds per square foot as identified by NCSBCS/ANSI A225.1-1994. ~~[Ord. No. 1996-84]~~

(2) An older mobile home not in compliance with the HUD standards or local building codes may be replaced with another manufactured home that conforms with the Federal Manufactured Housing and Construction Safety Standards Act of 1974, which became effective June 16, 1976 (24CFR3280). No manufactured home shall be installed in the City of Bloomington if it does not meet the Federal Manufactured Housing and Construction Safety Standards Act of 1974, effective June 16, 1974 (24CFR3280) or if it is in violation of any applicable property maintenance standards as provided by Chapter **45** of the Bloomington City Code. ~~[Ord. No. 1996-84]~~

(3) The manufactured home stand shall be designed by an Illinois licensed architect or engineer and be constructed of reinforced concrete material. The stand shall have a minimum design of the floating slab design and the top of the stand shall be level (within a one inch in ten-foot maximum grade) or shall be stepped accordingly. ~~[Ord. No. 1996-84]~~

(4) The length and width of a manufactured home stand shall be at least equivalent to the length and width of the manufactured home to be placed on that stand. ~~**[Ord. No. 1996-84]**~~

(5) Stands that do not meet the requirement stated in Subsection **F(4)** shall require an extension to be poured prior to the placement of a longer and/or wider manufactured home on that stand. This extension shall be designed by an Illinois licensed architect or engineer. Deviations from this requirement shall be at the discretion of the Director of Economic & Community Development, or their designee. ~~**[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]**~~

(6) Each manufactured home shall be anchored and installed in accordance with the manufacturer's instructions or in accordance with the requirements set forth in ANSI A225.1-1994, but not less than that prescribed by the most current edition of the State of Illinois regulations regarding Tie Down Requirements for Mobile Homes or Manufactured Homes. ~~**[Ord. No. 2000-43]**~~

(7) In no case shall an addition for a habitable space be constructed; except as may be properly designed as part of plans approved by the manufactured home manufacturer.

(8) The manufactured home shall be properly skirted with noncombustible materials. There shall be a section of the skirting 36 inches in length and located in the area of the utility connections which shall be easily removable for inspection. All skirting shall be installed and mounted to the concrete stand. ~~**[Ord. No. 1996-84]**~~

(9) Alterations or repairs to an existing manufactured home which are nonstructural and do not adversely affect any structural member or any part of the building or structure may be made with materials equivalent to those of which the manufactured home structure is constructed, subject to approval by the Director of Economic & Community Development, or their designee. ~~**[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]**~~

~~(10) Manufactured homes shall be installed with permits and by personnel who have successfully completed the Illinois Manufactured Home Association manufactured home installation course or an otherwise approved course of instruction. A copy of said certification shall be provided to the Building Safety office at the time of permit application.~~ ~~**[Ord. No. 1996-84]**~~

G. Permits, fees, and inspections.

(1) Permits are required for, but are not limited to, the following items in regards to manufactured homes:

(a) To install or remove a manufactured home into, on, off, or out of a park under the jurisdiction of this Ordinance. The movement of a manufactured home from one lot within a park to another lot within the same park shall also require a permit;

(b) To build, modify or locate any accessory structures or permanently designed additions approved by the manufactured home manufacturer;

(c) To perform any electrical, plumbing, heating, ventilation, or air conditioning work,

except those items listed as ordinary repairs in the One and Two Family Dwelling Code as adopted in Chapter **10** of the Bloomington City Code.

(d) Solid fuel and gas fireplace installation shall require a permit;

(e) To pour additional foundation or concrete style slab to be used in expanding the existing manufactured home stand or for use in increasing available parking space or for use as the foundation for an accessory structure or principal structure. ~~**[Ord. No. 2000-43]**~~

(2) All other general electrical, plumbing, heating, ventilation, and/or air conditioning work including those required for new construction are to be done by licensed and registered contractors with proper permits. An owner-occupant shall be allowed to perform the above listed work on their own manufactured home and/or lot after obtaining the proper permits. ~~**[Ord. No. 1996-84]**~~

(3) Prior to the issuance of a permit for the moving of a manufactured home onto a lot, building or placing of an addition or accessory structure, a site plan for the lot in question shall be provided to the ~~Building Safety Division of~~ Economic & Community Development Department. This site plan shall contain measurements that reflect the total lot size, the size of the manufactured home, all accessory structures already in place, or to be placed onto the lot. Measurements will also be provided to show the distance between all existing structures and the distances to the nearest manufactured home, principal structure, or property line on all sides of the lot in question. The ~~Building Safety Division of~~ Economic & Community Development Department reserves the right to conduct a field inspection prior to the issuance of the permit. ~~**[Ord. No. 2017-96]**~~

(4) Framing inspections shall be required for any accessory structure built on-site. ~~**[Ord. No. 1996-84]**~~

(5) Rough in inspections shall be required for any building, electrical, plumbing, heating, ventilation, and/or air conditioning work performed on any manufactured home or accessory structure. ~~**[Ord. No. 1996-84]**~~

(6) A final inspection must be performed upon completion of any building, electrical, plumbing, heating, ventilation and/or air conditioning work performed on any manufactured home or accessory structure. ~~**[Ord. No. 1996-84]**~~

(7) Fees for permits shall be based upon the valuation of the work to be performed including the cost of labor and materials. ~~These~~ Said fees shall be assessed as outlined in the Schedule of Fees.~~are set forth in accordance with Chapter **3** (Sign Code), Chapter **10** (Building Code), Chapter **15** (Electrical Code) and Chapter **34** (Plumbing Code).~~ ~~**[Ord. No. 1996-84]**~~

H. Required recreation areas.

(1) In all parks accommodating or designed to accommodate 25 or more manufactured homes, there shall be one or more recreation areas which shall be easily accessible to all park residents. ~~**[Ord. No. 1996-84]**~~

(2) The size of such recreation areas shall be based upon a minimum of 10% of the gross land

area of the manufactured home park. The total of all outdoor recreation areas shall be no less than 10,000 square feet in area. Any lot to be considered recreational area shall have no dimension being less than 25 feet in length along any one side and shall have a minimum area of 1,000 square feet. Stormwater basins shall not be used to meet the minimum recreation area requirement. ~~[Ord. No. 1996-84]~~

(3) Recreation areas shall be so located as to be free of traffic hazards and shall be centrally located. ~~[Ord. No. 1996-84]~~

(4) The completion percentage of the recreation areas shall be equal to the completion percentage of the manufactured home park. Further, a development plan for the recreation area shall be submitted prior to the start of the development of the manufactured home park. ~~[Ord. No. 1996-84]~~

I. Required setbacks.

(1) All manufactured homes shall be located at least 25 feet from any park property boundary line. ~~[Ord. No. 1996-84]~~

(2) Buffer strips shall be installed and shall be at least five feet wide along all property boundary lines, except those boundaries which are adjacent to a public street. Where effective visual barriers do not exist, the buffer strip shall consist of fences, free standing walls or natural growth of shrubbery, hedges, evergreens or other suitable planning sufficient to serve as an effective visual screen. Said buffer strips shall be considered part of the manufactured home lot when calculating lot areas and setbacks~~. [Ord. No. 1996-84]~~

J. Park street system.

(1) General requirements: All parks shall provide safe, continuous, and convenient vehicular access from abutting public streets or roads to each manufactured home space. For the purposes of this Ordinance, all streets or roads providing such vehicular access shall hereinafter be referred to as the "Park Street System" and shall be maintained by the owner. ~~[Ord. No. 1996-84]~~

(2) Primary entrance road: A primary entrance road connecting the Park Street System with a public street or road shall be provided and shall have a minimum road pavement width of 24 feet. ~~[Ord. No. 1996-84]~~

(3) Secondary entrance road: In addition to the required primary entrance road, all parks containing 25 or more acres in total area and/or providing for the accommodation of 200 or more manufactured homes, shall have at least one secondary entrance road connecting the Park Street System with a public street or road. Such secondary road or roads shall have a minimum pavement width of 24 feet. Where primary and secondary entrance roads connect to the same public street or road, there shall be a minimum separation of 300 feet between such access points. ~~[Ord. No. 1996-84]~~

(4) Interior streets: All interior streets in the Park Street System shall have a minimum pavement width of 24 feet. Dead-end streets shall be limited in length to 300 feet and shall provide, at the closed end, a minimum forty-foot turning radius cul de sac. ~~[Ord.~~

~~No. 1996-84]~~

(5) Street construction and design standards:

(a) Pavements: All streets shall be provided with a smooth bituminous concrete or Portland cement concrete surface which shall be durable and well drained under normal use and weather conditions. Streets shall be designed with a normal crown with curb and gutter arrangement that will allow for the quick disposal of surface water. Streets shall be maintained free of holes, raveled edges and other hazards. The thickness and construction materials utilized in building and maintaining the streets shall be in compliance with Chapter **24** of the Bloomington City Code.

(b) Intersections: The acute angles of street intersections shall be not less than 85°. A distance of at least 80 feet shall be maintained between the center lines of offset intersecting streets. Intersections of more than two streets at one point shall be prohibited. ~~**[Ord. No. 1996-84]**~~

(6) Street signs and manufactured home lot numbers:

(a) Street signs conforming to the specifications as provided by the Department of Public Works shall be installed by the owner so as to identify every street in the manufactured home park. Street names shall be assigned or approved by the Director of the Department of Public Works.

(b) Each manufactured home lot shall be designated by a consecutive number as a means of identification which has been approved by the Director of the Department of Public Works. Each number shall be constructed of weather resistant material and located in such a manner as to permit lot identification from the park street. These numbers shall be of a color which contrast the colors in use on the manufactured home, and shall be a minimum of three inches in height. ~~**[Ord. No. 2018-93]**~~

(7) Car Parking: Off-street parking areas or on-street parking lanes shall be provided for the use of park occupants and guests. Such areas shall:

(a) Be furnished at a rate of at least two spaces for each manufactured home lot;

(b) Be located within a distance of 200 feet from the manufactured home to be served;

(c) The minimum street width requirement under Subsection **J** shall be increased by seven feet per side if on-street parking is permitted in the manufactured home park. This additional width shall be clearly marked to provide two lanes of moving traffic at all times. ~~**[Ord. No. 1996-84]**~~

§ 43-109 **[Ch. 43, Sec. 8.0 through Ch. 43, Sec. 8.3] Water system.**

A. Water supply. The City of Bloomington Water System shall be the source of supply used by all manufactured home parks. ~~**[Ord. No. 1996-84]**~~

B. Water distribution system.

(1) The water distribution system serving each manufactured home lot, accessory buildings

and fire hydrants shall be designed and constructed according to the applicable provisions of the Plumbing Code of the City of Bloomington being Chapter **34** of the City Code, and the rules and regulations of the Department of Public Works. ~~**[Ord. No. 2018-93]**~~

(2) All City water mains shall be constructed on public utility easements and dedicated to the City of Bloomington. ~~**[Ord. No. 1996-84]**~~

C. Individual water connections.

(1) Individual water service connections shall be provided at each manufactured home lot in the manufactured home park. All water service connections shall be watertight and located at least 10 feet from sanitary sewer connections. The minimum pipe size of connections shall be 3/4 inch Type K copper pipe or as allowed by the Plumbing Codes of the City of Bloomington. ~~**[Ord. No. 1996-84]**~~

(2) Approved methods shall be used to prevent freezing of service lines, meters, valves, and riser pipes. ~~**[Ord. No. 1996-84]**~~

(3) Individual water service connections shall be capped using appropriate materials upon removal of the manufactured home to which it serviced. ~~**[Ord. No. 1996-84]**~~

(4) All newly developed manufactured home parks installing water meters shall be constructed with water meters in meter pits in accordance with the rules and regulations of the Water Department ~~of Public Works~~ and Plumbing Code. ~~**[Ord. No. 2018-93]**~~

(5) All existing manufactured home parks not presently utilizing water meters shall conform with Subsection **C(4)** when installing water meters. ~~**[Ord. No. 1996-84]**~~

§ 43-116 **[Ch. 43, Sec. 15.0 through Ch. 43, Sec. 15.2] Fire protection.**

A. Flammable materials. Manufactured home parks shall be kept free of litter, rubbish, and other highly combustible materials. No combustible materials shall be stored underneath any manufactured home or accessory structure. ~~**[Ord. No. 1996-84]**~~

B. Location of fire hydrants. Approved steamer hydrants shall be installed according to the City's Manual of Practice.~~spaced a maximum of 500 feet apart and shall be located at each intersection of two or more streets or as otherwise specified in Chapter **24** of the City of Bloomington Codes~~. No obstacle shall be placed around or on the fire hydrant or within a ten-foot radius of the hydrant. ~~**[Ord. No. 2000-166]**~~

§ 43-118 **[Ch. 43, Sec. 17.0 through Ch. 43, Sec. 17.3] Miscellaneous requirements.**

A. Manufactured home occupancy.

(1) ~~No manufactured home shall be occupied by more than one family as defined in Chapter **44**, Zoning Code, of the City of Bloomington, and Chapter **45**, Section 403.0, Occupancy Limitations. **[Ord. No. 1996-84]**~~

~~(2)~~ No manufactured home shall be occupied prior to the proper installation of tie downs. Each manufactured home shall be anchored and installed in accordance with the manufacturer's instructions or in accordance with the requirements set forth in ANSI A225.1-1994, but not less than that prescribed by the most current edition of the State

of Illinois regulations regarding Tie Down Requirements for Mobile Homes or Manufactured Homes. Occupancy shall be allowed after the appropriate inspection is performed by a member of the ~~Building Safety Division of~~ Economic & Community Development Department. ~~**[Ord. No. 2017-96]**~~

(3) No manufactured home shall be occupied prior to the completion of a final inspection of the plumbing, electrical and gas pipe, or oil hookup connections by a member of the ~~Building Safety Division of~~ Economic & Community Development Department. Skirting around the base of the manufactured home shall not be installed prior to the inspection of the utilities housed underneath the manufactured home. ~~**[Ord. No. 2017-96]**~~

B. Responsibilities of the park management.

(1) The person or entity to whom a license for a manufactured home park is issued shall operate the park in compliance with this Ordinance and shall provide management to maintain the park, its facilities and equipment in good repair and in a clean and sanitary condition. ~~**[Ord. No. 1996-84]**~~

(2) The park management shall notify park occupants of all applicable provisions of this Ordinance and inform them of their duties and responsibilities under this Ordinance. ~~**[Ord. No. 1996-84]**~~

(3) Management shall also make certain that any repairs, additions, or alterations to manufactured homes including accessory structures are done by registered or licensed contractors and that the proper permits were obtained prior to the start of the work. All plans for improvement to a manufactured home or lot shall be signed by the manufactured home park manager to signify approval of such improvements. ~~**[Ord. No. 1996-84]**~~

(4) The park management shall maintain a register containing the names of all permanent park occupants identified by lot number or street address. Such register shall be available to any authorized person inspecting the park. ~~**[Ord. No. 1996-84]**~~

(5) Park management shall maintain all existing screening buffer strips in accordance with **§ 43-108I(2)** of this Code. ~~**[Ord. No. 1996-84]**~~

(6) The management shall provide an office where each manufactured home owner entering the manufactured home park shall be assigned a lot, given a copy of the Manufactured Home Park Rules and shall have the manufactured home vehicle identification number and site address maintained in a file in the park office. The register shall be available at all times for inspection by authorized officials. ~~**[Ord. No. 1996-84]**~~

(7) A copy of the proposed park street system and lot numbering system shall be submitted to the Director of the Department of Public Works, or their designee who will then assign addresses to the park streets and lots in accordance with **§ 43-108J(6)(a)** of this Ordinance. ~~**[Ord. No. 2018-93]**~~

(8) All manufactured home park owners shall provide the City with written notice of change of managers within seven days of said change becoming effective. ~~**[Ord. No. 1996-84]**~~

C. Responsibilities of manufactured home owners and/or occupants.

(1) The manufactured home owner and/or occupant shall place skirting around the base of the manufactured home. The skirting shall be made of an approved nonflammable material and shall be properly maintained. A thirty-six-inch section of the skirting shall be located in the area of the plumbing and sewage connections to allow for inspection of these services at any time. ~~**[Ord. No. 1996-84]**~~

(2) It shall be the responsibility of the manufactured home owner to affix and maintain all manufactured home address identification numbers in accordance with **§ 43-108J(6)(b)** of this Ordinance.

Chapter 45
Property Maintenance Code

Article II.

Amendments, Revisions, Additions, and Modifications to the International Property Maintenance Code 2018

§ 45-201 **[Ch. 45, Sec. 1] Amendments, revisions, additions, and modifications.**
The International Property Maintenance Code is amended and revised in the following respects:

SEC. 108.9 NOTICE TO BUYERS OF CONDEMNED STRUCTURE.

(a) ~~Code Enforcement~~ Community Enhancement Division to Publish List. The Department of Economic & Community Development, ~~Code Enforcement~~ Community Enhancement Division, shall each month compile and publish a list of all structures which have been condemned and any Code violations existing in any structure on the list shall be public information and shall be disclosed to any person making inquiry. In addition, the Division shall disclose to any person making inquiry the location of any other structure condemned since the publication of the most recent list of condemned structures. A copy of the monthly list of condemned structures shall be sent to the Bloomington-Normal Board of Realtors to be made available to any members thereof. When any structure is condemned, notification of condemnation along with a copy of the inspection sheet with regard to said property shall be forwarded to the Bloomington-Normal Board of Realtors.

(b) Contents of notice. The notices provided for in this section shall contain the following information:

(1) The common street address of the property;

(2) The legal description or real estate index number of the property;

(3) The fact that the structure on the property has been "Condemned";

(4) The Code deficiencies found to exist on the property (which may be in the form of an attached inspection sheet) and the fact that occupancy of the structure is prohibited until necessary repairs are made, and if known, an approximate cost

estimate of the cost of making sufficient repairs to permit occupancy of the structure.

(c) Real estate agent must give notice of defects. It shall be unlawful for any real estate agent to permit a person to execute a formal offer to purchase any property on which a condemned structure is located without furnishing said person a copy of the notice required by this section and obtaining written receipt of such notice. The original of said notice and receipt shall be forwarded to the ~~Code Enforcement~~ Community Enhancement Division.

SECTION 202.0 GENERAL DEFINITIONS.

The following definitions shall be amended or added to read as follows:

Add the following definitions:

~~Carport: A structure, attached or detached, intended for the parking of motor vehicles; open on at least two sides, or with the aggregate areas of all walls not less than 50% open. Carports not meeting this definition shall be considered a garage.~~

Carport: An automobile shelter, usually formed by extension of the roof from the side of a building, and enclosed on not more than two sides by walls.

~~Dormitory. A space in a building where group sleeping accommodations are provided for persons not members of the same family group in one room or in a series of closely associated rooms.~~

Dormitory (Student Residence Hall): A dormitory is a residential building where group sleeping accommodations are provided for persons not members of the same family and where the number accommodated exceeds that allowed in a dwelling unit in the district. The group sleeping accommodations may be in one room or in a series of closely associated rooms under occupancy and single management as in college dormitories, fraternity houses, sorority houses, military barracks, etc., regardless of whether meals are provided.

~~Efficiency Unit. A dwelling unit consisting of one principal room together with bathroom, kitchen, hallway, closets, and/or dining alcove directly off the principal room provided such dining alcove does not exceed 125 square feet in area.~~

Efficiency Unit: A dwelling unit that has only one combined living and sleeping room, said dwelling unit, however, may also have a separate room containing only kitchen facilities and also a separate room containing only toilet and bathing facilities.

~~Garage, Accessory: An accessory building or an accessory portion of the principal building which is intended for and used for storing passenger motor vehicles owned and used by the occupants of the building to which it is accessory or attached. An accessory garage shall be provided with operable vehicle access doors. See also "Carport" and "Shed."~~

Garage, Accessory: An accessory building which is intended for and used for storing passenger

motor vehicles owned and used by the occupants of the building to which it is accessory.

GRAFFITI. Graffiti shall mean any drawing, inscription, writing, figure, or mark made upon a wall or other exposed surface, including but not limited to any house, garage, rock, bridge, fence, gate, tree, monument, motor vehicle, sidewalk, street, lamp post, street sign, underpass or retaining wall, whether publicly or privately owned, with paint, chalk, dye, ink, pencil, wax or other similar substance or by etching, scratching, cutting, burning or carving without the express consent of the owner of said wall or other exposed surface.

~~Hotel. (Motel, Motor Hotel): Any building containing six or more guest rooms intended or designed to be used, or which are used, rented or hired out to be occupied or which are occupied for sleeping purposes by guests.~~

Hotel (Motel, Motor Hotel): An establishment which is open to transient guests, in contradistinction to a boarding house, lodging house, or apartment hotel, and is commonly known as a hotel (motel) in the community in which it is located; and which provides customary hotel services such as mail service, the furnishing and laundering of linen, telephone and secretarial or desk service, the use and upkeep of furniture and bellhop service. A hotel may include a restaurant or cocktail lounge, banquet halls, ballrooms or meeting rooms as accessory use.

~~One-family Dwelling. (a.k.a. Single-family dwelling) A dwelling, containing one dwelling unit.~~

~~Two-family Dwelling. A dwelling containing two dwelling units.~~

Dwelling: A building designed or used principally for residential occupancy, including, without limitation, single-family dwellings, two-family dwellings and multiple-family dwellings.

A. SINGLE-FAMILY: A type of dwelling. A dwelling containing one dwelling unit surrounded by open space with no party wall.

B. TWO-FAMILY (DUPLEX): A type of dwelling. A dwelling containing two dwelling units. Two-family dwellings include buildings designed for and occupied by two families living together independently of each other, with or without a shared entrance, integrated vertically or horizontally. This includes dwellings that span two parcels, each designed for and occupied by a single family, having one common party wall and one side yard per lot.

C. SINGLE-FAMILY ATTACHED (TOWNHOUSE, ROWHOUSE): A type of dwelling. A series of three or more noncommunicating single-family dwellings having a common party wall between each two adjacent sections. Each dwelling unit shall occupy the internal space from the ground to the roof. "Dwelling, single-family attached" refers to the design of a building and does not reflect the type of ownership of the individual units.

D. MULTIPLE-FAMILY: A type of dwelling. A dwelling containing three or more dwelling units, with or without a shared entrance, whether integrated vertically or horizontally.

~~FAMILY. One or more persons, each related to the other by blood, adoption or marriage, living in a dwelling unit. One or more persons each related to the other by blood, adoption or~~

~~marriage and not more than two other persons not related by blood, adoption or marriage living in a dwelling unit shall also be deemed to constitute a family. Any child living in a "Foster Family Home" as defined in this Code shall also be deemed to be part of a family. However, in no case shall more than two persons not related by blood, adoption or marriage occupy any efficiency unit or a one bedroom dwelling unit as defined in this Code.~~

FAMILY: One or more persons, each related to the other by blood, adoption, or marriage, living in a dwelling unit. One or more persons each related to the other by blood, adoption, or marriage, and not more than two other persons not related by blood, adoption or marriage living in a dwelling unit shall also be deemed to constitute a family. Any child living in a "Foster Family Home" as that term is defined herein shall also be deemed to be part of a family. However, in no case shall more than two persons not related by blood, adoption or marriage occupy any efficiency unit or a one-bedroom dwelling unit as defined herein. Three or more unrelated parolees living in one dwelling unit shall not be considered to be a "family" for purposes of the Zoning Code unless all such parolees are actually related by blood, adoption, or marriage. "Parolees" shall have the definition set forth in Chapter 26, § 26-201, of the Bloomington City Code.

FOSTER FAMILY HOME. Means a facility for ~~child care~~ childcare in residences of families who receive no more than eight children unrelated to them, unless all the children are of common parentage, for the purposes of providing family care and training for children on a full-time basis. The family's own children under 18 years of age shall be included in determining the maximum number of children served. The term "Foster Family Home" includes homes receiving children from any state-operated institution for ~~child care~~ childcare; or from any agency established by a municipality or other political subdivision of the State of Illinois authorized to provide care for children outside their own homes — but excludes therefrom any "Agency-Operated Family Home," Agency-Operated Group Home" or "Agency-Supervised Home" as defined in Bloomington City Code, Chapter **44**, Zoning Code. The types of foster family homes are defined as follows:

(a) "Boarding Home" means a Foster Family Home which receives payment for regular full-time care of a child or children.

(b) "Free Home" means a Foster Family Home, other than an adoptive home, which does not receive payments for the care of a child or children.

(c) "Adoptive home" means a Foster Family Home which receives a child or children for the purpose of adopting the child or children;

(d) "Work-Wage Home" means a Foster Family Home which receives a child or children who pay part or all of their board by rendering some services to the family not prohibited by the Child Labor Law or by standards or regulations of the Illinois Department of Children and Family Services prescribed under the Illinois Child Care Act of 1969, as amended. The child or children may receive a wage in connection with the services rendered the foster family; and

(e) "Independent Home" means a Foster Family Home, other than an adoptive home, which receives no more than four children, unless of common parentage, directly

from parents, or other legally responsible persons, by independent arrangement, and which is not subject to direct and regular supervision of a specified agency except as such supervision pertains to licensing by the Illinois Department of Children and Family Services.

ROOMING UNIT: Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

~~Amend the following definition:~~

Rooming House. Any building, or any part thereof, containing one or more rooming units, in which space is let by the owner or operator to more than four persons.

SECTION 602.0 HEATING FACILITIES.

The following sections shall be amended to added to read as follows:

SECTION 900.0 RENTAL PROPERTY INSPECTION

SEC. 900.2 DEFINITIONS.

For purposes of this Section 900, the following definitions shall apply:

(c) Owner: Any person, agent, operator, university, firm, limited liability company, or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county, or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

(d) Residential Rental Units: Any unit in an apartment house, rooming house, dormitory, sorority, fraternity, duplex, condominium, or a single-family home that is rented or available for rent located in the City of Bloomington.

SEC. 900.3 REGISTRATION.

(a) Except as otherwise provided in this section, every owner of a building containing residential rental units, vacant or occupied, shall file annually a registration statement with the Department of Economic & Community Development on forms provided by the Department. This includes, but is not limited to, dormitories and rooming houses. Registration periods are concurrent with the calendar year, beginning on January 1 and ending on December 31. Registration statements must be filed prior to January 1 of the year for which registration is sought~~,~~ unless registration of a building is transferred, in which case the new owner is required to register within 30 days of said transfer as provided in paragraph (e) of this section. Owners who fail to register rental property as required herein, or as provided in paragraph (e) of this section, shall be subject to a fine of not less than $50, nor more than $500 for each day the building remains unregistered, regardless

of whether the building is occupied.

(b) An owner of a single-family residence will be exempted from this requirement for a particular building if the owner files a sworn statement with the City of Bloomington attesting to its status as an owner-occupied building or its status as a vacant building that is not intended to be rented.

(c) Once a single-family home is registered as a rental, it must be registered every year unless occupied by the owner or vacated and the owner does not intend to rent the single-family home. A sworn statement by the owner must be filed with the City of Bloomington attesting to its status as an owner-occupied single-family home or its status as a vacant single-family home that is not intended to be rented. Any outstanding violations may be recorded with the McLean County Recorder of Deeds.

(d) The provisions of this section shall not apply to the following:

(1) Owner occupied single-family homes and that portion of a duplex or multifamily structure occupied by the owner.

(2) Condominiums (owner/occupied only).

(3) Hotels and Motels as defined in Chapter **44**, § **44-1609**.

(4) Nursing Homes as defined in Chapter **44**, § **44-1615**.

(5) Housing operated by the Bloomington Housing Authority.

(6) ~~Rooming houses as defined in Chapter **44**, § **44-1619**~~.

~~(7)~~ Bed-and-breakfast establishments as defined in Chapter **44**, § **44-1603**.

(~~8~~7) Community reception establishments as defined in Chapter **44**, § **44-1604**.

(~~9~~8) Contract sales of single-family residential structures provided that such contract or a Memorandum of Contract is recorded with the McLean County Recorder and that a copy of the contract for deed or Memorandum of Contract is provided to the Department of Economic & Community Development.

(e) Transfer of ownership. Registration is not transferable. All buildings must be registered, and the registration fee paid by the new owner within 30 days of transfer of ownership. New owners who fail to register as required by this paragraph shall, after the thirty-day grace period, be considered to have failed to register and, upon conviction thereof, be subject to a fine of not less than $50, nor more than $500, for each day beyond the grace period the building remains unregistered, regardless of whether the building is occupied.

(f) Information Required. The registration statement shall include:

1. The address of the building.

2. The type of building and number of units and addresses for each unit, e.g. "1," "A," "upper."

3. The name, street address, mailing address, and telephone number of the owner of the building.

4. If the owner of the building is not an individual or a partnership, but is a corporation, limited liability company, land trust or other legal entity, the registration statement shall contain the name, street address, and mailing address of the registered agent or trustee. If this information is not included on the registration statement, it will not be considered complete and the owner may be subject to penalties as provided in this section.

5. The name, street address, mailing address, and telephone number of the person preparing the registration statement and a certification by that persons that the information on said statement is true and correct to the best of that person's information, knowledge and belief. Any registration statement that lacks this certification will be considered incomplete and the owner may be subject to penalties for failure to register the property as provided in this section.

6. The name of any buyer on a contract for deed. A copy of the contract shall be provided to the Department of Economic & Community Development.

(g) The Director of Economic & Community Development may, at any time, require additional relevant information of the owner or owner's agent to clarify items on the application for registration statement.

(h) Owners required to register shall pay a fee for each registration as provided in Section 900.13. Registration statements will not be considered completed unless accompanied by the required fee. Registrations filed after March 1st shall be assessed a late filing fee in the amount provided in Section 900.13 in addition to any other fines or penalties provided in this section.

(i) All registration statements must be signed by a person who is either the owner of the property or a person acting with authority from the owner in matters related to the maintenance and control of the property. The person signing the form certifies:

1. That they have personal knowledge that the statements contained in the form are true and correct.

2. That they are either the owner of the property or a person acting with direct authority from the owner in matters pertaining to the control and maintenance of

the property.

(j) Any person who provides false information on the registration statement shall be subject to a fine of not less than $500 nor more than $1,000 for each false statement made on the registration application in addition to the fees provided in Section 900.13.

EXHIBIT B

~~**Chapter 9**~~

~~**Auctions and Auctioneers**~~

~~**Article I**~~

~~**Auctioneers**~~

~~***§ 9-101 [Ch. 9, Sec. 1] Auctioneers - defined.***~~

~~For the purpose of this chapter, an auctioneer is any person who, at public outcry, offers for sale to the highest bidder any goods, wares, or merchandise or real estate for profit.~~

~~***§ 9-102 [Ch. 9, Sec. 2] License required.***~~

~~It shall not be lawful for any person within said City to exercise the business, trade, or vocation of an auctioneer without first having obtained from said City a license for that purpose as hereinafter provided; and any person violating this section shall forfeit and pay not less than $5 nor more than $100 for each offense.~~

~~***§ 9-103 [Ch. 9, Sec. 3] License fee.***~~

~~**[Ord. No. 2018-89]**~~

~~The license fee for auctioneers shall be as set forth in the Schedule of Fees for the period of one year. The license shall expire on December 31st of the year in which it is issued.~~

~~***§ 9-104 [Ch. 9, Sec. 4] Bond.***~~

~~**[Ord. No. 1974-124]**~~

~~No person shall receive a license as an auctioneer in said City until he shall first have executed a surety bond in the penal sum of $5,000 with a corporate surety to be approved by the Corporation Counsel, conditioned for the strict observance of all the provisions of the Code respecting auctions and auctioneers, which bond shall be posted at the time of filing his application for a license.~~

~~***§ 9-105 [Ch. 9, Sec. 5] Application.***~~

~~Any person desiring a license authorized by this article shall make application therefor to the City Manager. Such application shall be signed by the applicant and shall contain the following information: name and age and address of the applicant; if he has a permanent place of business in which it is proposed to conduct sales by auction, the location of said premises where he proposes to engage in the business for which the application is made; whether or not the applicant has ever been convicted of a felony. Upon compliance with the terms hereof and the payment of the license fee provided for, the City Manager shall issue a license to the applicant.~~

~~***§ 9-106 [Ch. 9, Sec. 6] Auction in streets, etc. - penalty.***~~

~~It shall be unlawful for any auctioneer or his agent or his crier to sell or offer for sale at public auction any articles, goods, wares, or merchandise upon any street, alley, sidewalk or public ground of the City of Bloomington, or to hold any auction sale thereon. Any person violating this section shall be fined not less than $10 nor more than $50 for each offense.~~

~~***§ 9-107 [Ch. 9, Sec. 7] Prohibited acts by auctioneer.***~~

~~No auctioneer who has been duly licensed by the City to conduct auction sales in the City shall do and perform any of the following acts:~~

~~A. Make any false representation as to the character, quality, condition, value, or~~

~~ownership of any goods, wares, merchandise or property offered for sale.~~

~~B. Exhibit and offer for sale at auction any article, and induce its purchase by any bidder, and afterwards secretly substitute any other article for the one so exhibited with intent to deceive and defraud such bidder.~~

~~C. Be guilty of any device, trick, or fraudulent practice with intent thereby to deceive or defraud any bidder.~~

~~D. Use false bidders, cappers, or puffers.~~

~~E. Use bells, buzzers, musical instruments, or street criers; provided that signs or flags may be used to attract attention to the auction.~~

~~F. Use false or misleading advertising matter relating to the kind or quality of goods, wares, merchandise, or personal property to be sold at the auction.~~

~~G. Substitute an unlicensed auctioneer in place of the licensed auctioneer.~~

~~H. Fail to exhibit his license at the auction sale upon demand of any police officer or City official.~~

~~§ 9-108 [Ch. 9, Sec. 8] Delegation of authority.~~
~~No auctioneer shall have the power to delegate his authority to any Clerk, partner or person. Only the person named upon a license shall be privileged to use the power given him.~~

~~§ 9-109 [Ch. 9, Sec. 9] Substitution of articles.~~
~~Any auctioneer who substitutes an article for that article which was actually bid upon and purchased by a person shall be punished as provided in § **9-203** of this Code.~~

~~§ 9-110 [Ch. 9, Sec. 10] False representations.~~
~~Any auctioneer or person being present when any real or personal property is offered for sale, who shall knowingly, with intent to induce any person to purchase the same or any part thereof, make any false representations or statement as to the ownership of, the character of the quality of the property so offered for sale, or as to the poverty or circumstances of the owner or pretended owner of such property shall be punished as provided in § **9-203** of this Code. If such false representation is made by such auctioneer, or by any other person with such auctioneer's knowledge and consent or connivance, the license of such auctioneer shall be revoked.~~

~~§ 9-111 [Ch. 9, Sec. 11] Terms and conditions to be stated prior to auction.~~
~~Before beginning any auction, the auctioneer shall state the terms and conditions upon which the sale is to be made.~~

~~§ 9-112 [Ch. 9, Sec. 12] Fictitious bids, etc.~~
~~Any auctioneer who shall procure any person to make a fictitious bid at any auction, or who shall conspire with any person to make a fictitious bid at such sale or any auctioneer who shall himself fictitiously raise any bid at any such auction sale shall be punished as provided in § **9-203** of this Code, and the license of such auctioneer may be revoked.~~

~~**Article II**~~
~~**Auctions**~~

~~***§ 9-201 [Ch. 9, Sec. 13] Only licensed auctioneers to conduct auctions.***~~

~~No person shall dispose of any goods, wares, merchandise or property at public auction in the City except through the medium of an auctioneer licensed to conduct such auction by the City; provided, however, that nothing herein contained shall apply to judicial sales, to sales by executors or administrators, by trustees or assignees under deed of assignment, by lienors or by public officers in the manner prescribed by law.~~

~~***§ 9-202 [Ch. 9, Sec. 14] Time of auctions.***~~

~~No auctioneer shall sell or offer for sale at public auction any personal or real property, or any interest therein, or conduct any selling at public auction after 5:30 p.m. on any day in any district in the City zoned as the residential district and no auctioneer shall sell or offer for sale at public auction any personal or real property or any interest therein or conduct any sale at public auction after 11:00 p.m. on any day in any district zoned as the Commercial District in the City.~~

~~***§ 9-203 [Ch. 9, Sec. 15] Penalty.***~~

~~Every person, firm or corporation violating any of the terms of this chapter or failing to comply with any of the terms thereof shall be fined in a sum not less than $25 nor more than $200 for each offense. Each and every day on which this chapter or any part thereof is violated shall constitute a separate and distinct offense.~~

Chapter 22
Health and Sanitation

~~**Article XI.**~~
~~**Regulations of Rooming Houses**~~

~~***§ 22-1101 [Ch. 22, Sec. 181] Definitions.***~~

~~For purposes of this article, the following words shall have the meanings respectively ascribed to them by this section:~~

~~**ROOMING HOUSE**~~

~~Any building, or any part thereof, containing one or more rooming units, which space is let by the owner or operator to more than five persons.~~

~~**ROOMING UNIT**~~

~~Any habitable room or group of such rooms used or intended to be used for living and sleeping, but not for cooking or eating purposes.~~

~~**[Ord. No. 1997-83]**~~

~~***§ 22-1102 [Ch. 22, Sec. 182] License required.***~~

~~A. No person shall open, conduct, manage or maintain a rooming house or advertise as such, without a license from the City. Application to conduct and operate a rooming house shall be made to the City Clerk on forms furnished by the City Clerk. All applications shall be accompanied by a license fee in an amount as set forth in the Schedule of Fees. The application shall contain:~~

~~(1) The name, address and telephone number of the applicant, if an individual, and if a firm, partnership or association, the name, address and telephone of every member~~

~~thereof, and in the case of a corporation, the name and address thereof and of its officers;~~

~~(2) The location of the structure for which a license is sought;~~

~~(3) The name, address and telephone number of the person or persons under whose management or supervision the rooming house will be conducted.~~ ~~**[Ord. No. 2018-89]**~~

~~B. Licenses for rooming houses shall be valid for one year and shall be renewed annually on January 1 of each year.~~ ~~**[Ord. No. 1997-83]**~~

~~***§ 22-1103 [Ch. 22, Sec. 183] Required inspection.***~~

~~A. After May 15, and prior to June 15, of each year, a rooming house inspection will be conducted by a Code Official, and where deemed necessary, the Code Official may require, either simultaneously or on a separate occasion, an inspection by a Building Official and/or Fire Official. Any and all Code violations found by the Code Official, Building Official and/or Fire Official must be corrected no later than August 15, of each year, or in the case of Illinois Wesleyan rooming houses, prior to the time the students move in for fall semester. Failure to have all violations corrected by this date, without an extension being granted, will result in the rooming house being posted "OCCUPANCY PROHIBITED." Occupancy will then be prohibited until all violations are corrected.~~

~~B. Each rooming house will receive the initial rooming house inspection and one reinspection as part of the yearly licensing fee. For each reinspection after the first, a fee in an amount as set forth in the Schedule of Fees will be imposed. Payment must be made prior to the scheduling of each reinspection.~~ ~~**[Ord. No. 2018-89]**~~

~~C. No license shall be issued for a rooming house until the required annual inspection has been conducted and the rooming house is found to be in full compliance with all applicable City Codes.~~

~~Chapter 26~~
~~Licenses~~
~~Article I~~
~~General Provisions~~

~~***§ 26-101 [Ch. 26, Sec. 1] Scope of chapter.***~~

~~Except as provided in other chapters of the Bloomington City Codes all matters pertaining to licenses issued or to be issued by the City of Bloomington shall be governed by the provisions of this chapter.~~

~~***§ 26-102 [Ch. 26, Sec. 2] Definitions.***~~

~~**CITY MANAGER**~~

~~The City Manager or his authorized representative.~~

~~**CODE**~~

~~The Bloomington City Code.~~

~~**PERSON**~~

~~Any natural persons, partnerships, corporations, association or other legal entity.~~

~~**THIS CHAPTER**~~

~~Chapter **26**.~~

§ 26-103 [Ch. 26, Sec. 3] Unlicensed activity.

~~A person commits the offense of unlicensed activity if he engages in or carries on any business or occupation or performs or undertakes the performance of any act for which a license is required by any provision of the Bloomington City Codes within the limits of the City without first having obtained a license therefor.~~

§ 26-104 [Ch. 26, Sec. 4] Application.

~~Any person who desires a license which is subject to the provisions of this chapter shall make a written application therefor to the City Manager upon a form provided by the City Clerk. The application shall be accompanied by the required license fee and the bonds if any.~~

§ 26-105 [Ch. 26, Sec. 5] Review of applications.

~~A. The City Manager shall within one week of receipt thereof review each license application and evaluate the same so as to determine whether the applicant meets the qualifications required of the applicant by this Code. If the applicant meets the qualifications the City Manager shall approve the application and issue the license upon the applicant's compliance with the requirements of § **26-106** of this chapter; otherwise he shall disapprove the application and deny the license. Failure to approve an application within one week of receipt of an application shall be deemed a denial of the license.~~

~~B. No license shall be issued for the conduct of any business, and no permit shall be issued for any thing or acts if the premises and building to be used for the purpose do not fully comply with the requirements of the Code of the City. No such license or permit shall be issued for the conduct of any business or performance of any act which would involve a violation of the Zoning Ordinance of the City.~~

§ 26-106 [Ch. 26, Sec. 6] Issuance of license.

~~Each license approved by the City Manager shall be issued by the City Clerk upon the presentation to him of a receipt from the Director of Finance of the payment to said Director of the license fee, and not otherwise. Each license shall be signed by the City Manager attested by the Clerk under the corporate seal, and no person shall be deemed to be licensed in any case until the actual payment of the license fee or tax and the issuing of the license in due form signed, attested, and sealed as herein required.~~

§ 26-107 [Ch. 26, Sec. 7] Term of license.

~~All licenses shall expire on December 31st and renewals shall be granted for a period of one year.~~

§ 26-108 [Ch. 26, Sec. 8] Registration of licenses.

~~It shall be the duty of the City Clerk to register, in suitable books, all licenses issued under the provisions of this Code and other Ordinances of the City, entering the name of the licensee, the date of issuance or renewal of the license, for what purpose granted, the date of expiration, the amount paid, the name of the surety on the bond, and in case of vehicles, the number of the same, which shall also be inserted in the license; if transferred, to whom, the date of the transfer, and in case of licenses to sell liquor, the place where the same is to~~

~~be sold must be designated. A column shall be set apart for remarks.~~

~~§ 26-109 [Ch. 26, Sec. 9] Fees.~~

~~A. Amount. Prior to issuance or renewal of any license, the licensee shall pay to the Finance Department, the annual or quarterly fees indicated in the chapters of this Code regulating such licenses.~~

~~B. Payment. License fees shall be paid in advance on an annual or quarterly basis. A licensee receiving a license during any quarter shall pay the license fee for the entire quarter. License fees shall not be refunded. No administrative or clerical fee shall be charged for issuance of a license.~~

~~C. Lost licenses. The City Clerk shall issue a duplicate license to any licensee whose license is lost or destroyed, and shall charge a fee in an amount set forth in the Schedule of Fees therefor.~~ **~~[Ord. No. 2018-89]~~**

~~§ 26-110 [Ch. 26, Sec. 10] Bonds.~~

~~A. Amount. Prior to issuance or renewal of any license, the licensee shall furnish or have in effect a bond which remains in effect until canceled, in the amounts with sureties as specified in the chapters of this Code regulating such license.~~

~~B. Approval. Prior to the issuance or renewal of any licenses the bond therefor shall be approved by the Corporation Counsels and thereafter filed with the City Clerk.~~

~~C. Term. All bonds shall contain a provision that they remain in effect until the Surety provides the City with 30 days' written notice of cancellation and that such cancellation shall not relieve the Surety of any liability for any acts or omissions occurring prior to the expiration of such 30 days.~~ **~~[Ord. No. 1976-88]~~**

~~§ 26-111 [Ch. 26, Sec. 11] Renewals.~~

~~Licenses may be renewed in the same manner as they are issued. In lieu of submitting a new applications a licensee may submit to the City Clerk an affidavit stating that the facts and statements made on the original application are unchanged.~~

~~§ 26-112 [Ch. 26, Sec. 12] Transfers.~~

~~Any person to whom any City license has been issued may with the written consent of the City Managers assign or transfer the same to any other person or persons. Thereafter the assignee or assignees thereof may surrender the assigned license and have a new license issued for the unexpired term of the old licenses authorizing the assignee or assignees to carry on the same business, occupation or activity at such place as may be named in such old license; provided, that in all cases the party applying for such new license, shall give a new bond with surety which shall conform to the requirements of this chapter.~~

~~§ 26-113 [Ch. 26, Sec. 13] Posting of license.~~

~~Every licensee shall cause his license to be framed and kept in plain view in a conspicuous place on the licensed premises or at his place of business, or in the absence of a licensed premise or place of business, he shall carry it on his person while performing activities authorized by the license.~~

~~***§ 26-114 [Ch. 26, Sec. 14] Revocation.***~~

~~A. The City Manager may suspend or partially suspend any license for up to 30 days, or revoke or partially revoke the same if, after giving the licensee a right of reply to charges made against him, he finds:~~

~~(1) That the licensee has violated the provisions of the Code regulating his licensed activities; or~~

~~(2) That the licensee has committed an act or omission which, if proven in courts would be a violation of a Bloomington City Ordinance; or~~

~~(3) That the licensee has committed an act or omission which, if proven in court, would be a violation of a state or federal law; or~~

~~(4) That the licensee has committed any other action which renders the continuation of his license inconsistent with the purposes for which the license was issued.~~

~~B. Suspension or revocation as provided herein, shall be in addition to any other penalties which may be imposed by law or by ordinance upon the licensee for the offense which caused the suspension or revocation.~~

~~***§ 26-115 [Ch. 26, Sec. 15] Waiver of fees for vending for disabled veterans.***~~

~~The City Council shall have the power to waive the fees for vending licenses required under any provision of this Code upon application for such license by disabled veterans, who are residents of the City; providing, such waiver is recommended by an Adjutant of a Veterans Post of the County.~~

~~***§ 26-116 [Ch. 26, Sec. 16] Penalty.***~~

~~**[Ord. No. 1974-124]**~~

~~Any person who violates the provisions of § **26-103** of this chapter shall be fined not to exceed $500.~~

~~**Article II**~~

~~**Parolee Group Homes**~~

~~***§ 26-201 [Ch. 26, Sec. 20] Definition of terms.***~~

~~**GROUP HOME FOR PAROLEE**~~

~~A residential structure housing, in one dwelling unit, three or more unrelated parolees. Three or more unrelated parolees living in one dwelling unit shall not be considered to be a "family" for purposes of the Zoning Code unless all such parolees are actually related by blood, adoption or marriage.~~

~~**[Ord. No. 2007-38]**~~

~~**PAROLEE**~~

~~A person who has been placed on parole or mandatory supervised release pursuant to Illinois statutes or regulations and who is still subject to conditions of parole or mandatory supervised visitation established by the Illinois Prisoner Review Board, or, a person who has been placed on parole or mandatory supervised release for a felony offense for which such person was convicted in a jurisdiction other than Illinois and who is still subject to the conditions of parole or mandatory supervised release established by said other jurisdiction.~~

~~***§ 26-202 [Ch. 26, Sec. 21] License required.***~~
~~**[Ord. No. 2007-38]**~~
~~No person shall open, conduct, manage, own, operate or maintain a Group Home for Parolees unless such person shall first have obtained a special use permit and license from the City. No license shall be transferred upon change of ownership or management. Upon change of ownership or management, such new owner or manager must apply for a new license.~~

~~***§ 26-203 [Ch. 26, Sec. 22] Application for license.***~~
~~An application to conduct and operate a Group Home for Parolees shall be made to the City Clerk on form blanks prepared by the City Clerk. All applications shall be accompanied by a license fee in an amount set forth in the Schedule of Fees. The application shall be under oath and shall contain:~~

~~A. The name and address of the applicant if an individual, and if a firm, partnership or association, of every member thereof, and in the case of a corporation, the name and address thereof and of its officers and registered agent;~~

~~B. The location of the group home for which a license is sought; and~~

~~C. The name of the person or persons under whose management or supervision the home will be conducted.~~ ~~**[Ord. No. 2018-89]**~~

~~*§ 26-204 [Ch. 26, Sec. 23] Investigations - term of license.*~~
~~**[Ord. No. 2018-89]**~~
~~Upon receipt of an application for a license hereunder, the City Manager shall cause a thorough investigation to be made of the premises proposed to be licensed, and of the application, and if satisfied that the conditions imposed as a condition of the special use permit have been met or will be met once the group home commences operations, and if the applicant is otherwise qualified pursuant to § **26-207** of this chapter, he shall issue a license for the remainder of the year and annually thereafter. The full fee, in an amount set forth in the Schedule of Fees, shall be paid even though the license is issued only for a fractional part of a year. The City Manager shall, in his discretion, designate such City departments or personnel as he believes necessary to inspect the premises or licensees from time to time to ensure compliance with the requirements of this article. During the first year of such license, the City Manager shall direct City staff to inspect the premises at least twice, and at least annually thereafter.~~

~~***§ 26-205 [Ch. 26, Sec. 24] Denial of license.***~~
~~An application for a license may be denied for any of the following reasons:~~
~~A. Failure to meet any of the minimum standards as adopted herein.~~ ~~**[Ord. No. 2007-38]**~~

~~***§ 26-206 [Ch. 26, Sec. 25] Compliance with this article; revocation.***~~
~~**[Ord. No. 2007-38]**~~
~~The City Manager shall revoke any license issued under this article for noncompliance with any of the provisions of this article. Licensees who have had a license revoked may appeal such revocation to the McLean County Circuit Court as provided by law.~~

§ 26-207 [Ch. 26, Sec. 26] Conditions for obtaining a license to operate a parolee group home or for operating a parolee group home.

A. A special use permit to operate a group home must have been issued by the City Council, and the licensee must comply with all conditions of the special use permit as a condition for operating under a license issued pursuant to this section.

B. A parolee group home must be staffed by at least one responsible adult at all times. Such responsible adult must not have any felony convictions or any misdemeanor convictions of an offense involving moral turpitude.

C. Persons convicted of sex offenses, and who are required to register with the State of Illinois as sex offenders, are not eligible for residence in a parolee group home; nor are persons convicted of crimes of physical violence eligible for residence in a parolee group home.

D. The City Manager, in deciding whether to issue or renew a license to operate a parolee group home, shall consider whether the applicant has shown that the operation of the home will not unreasonably endanger the public safety; in making such determination, the City Manager shall consider whether curfews, video surveillance, records of persons entering and leaving such homes, and similar restrictions shall be required as a condition of such license, and if so, shall designate in writing the additional conditions imposed under this subsection. The City Manager shall also consider whether to require the inclusion of a neighborhood representative on the Board of Directors of the parolee group home, and if so, shall designate such condition in writing. The licensee shall obey such additional conditions.

E. The licensee shall immediately report to the City Manager the name and date of birth of all parolees residing in the parolee group home, and shall immediately notify the City Manager of any changes in the identity of the tenants of the group home, including the name and date of birth of any new parolees residing in the group home. **[Ord. No. 2007-38]**

Chapter 30
Nursing and Sheltered Care Homes, Homes for Aged, Nurseries and Convalescent Homes and Rooming Houses
Article I
Homes For Ill, Aged, or Physically Infirm Persons

§ 30-101 [Ch. 30, Sec. 1] Short title.

This article may be cited as the "Nursing homes, sheltered care homes, and homes for the aged" Article.

§ 30-102 [Ch. 30, Sec. 2] Definition of terms.

For the purpose of this article, unless the context otherwise requires:

APPLICANT

Any person making application for a license.

DEPARTMENT

~~The State Department of Public Health.~~

~~HOME FOR THE AGED~~

~~Any home operated not for profit under the auspices of a religious, fraternal, charitable, or other nonprofit organization, or operated not for profit under an endowment, which through its ownership or management, and as its principal objective, provides maintenance and personal care, nursing, or sheltered care to aged persons, and in the conduct of which provides such service or services to not less than three persons over 60 years of age who are not related to the applicant or owner by blood or marriage. Such terms shall not include the following:~~

~~A. A home, institution, or other place operated by the Federal Government or agency thereof, or by the State, political subdivision thereof, or a municipal corporation therein.~~

~~B. A hospital, sanatorium, or other institution whose principal activity or business is the care and treatment of persons suffering from mental or nervous diseases.~~

~~C. A hospital, sanatorium, or other institution whose principal activity is the diagnosis, care, and treatment of human illness through the maintenance and operation of organized facilities thereof.~~

~~D. Any child welfare agency, maternity hospital, or lying-in home required to be licensed by the State.~~

~~MAINTENANCE~~

~~Food, shelter, and laundry.~~

~~NURSING~~

~~Professional nursing or practical nursing, as these terms are defined in Section 4 of "The Illinois Nursing Act," approved June 14, 1951, as the same is now or may hereafter be amended, for sick or infirm persons who are under the care and supervision of licensed medical practitioners.~~

~~NURSING HOME~~

~~A private home, institution, building, residence, or other place, whether operated for profit or not, which provides through its ownership or management, maintenance, personal care, or nursing for three or more persons, not related to the applicant or owner by blood or marriage, who by reason of illness or physical infirmity, are receiving such care.~~

~~OWNER~~

~~In the case of a firm, partnership, or association licensee means each member thereof.~~

~~PERSON~~

~~Any individual, partnership, association, firm, corporation, trust, or estate, or any other entity whatsoever.~~

~~PERSONAL CARE~~

~~Assistance with meals, dressing, transportation, and movement and such other general oversight of the physical well-being of the residents of the home, exclusive of nursing, as may be required by their condition.~~

~~**RESIDENT**~~

~~Shall include both resident and patient.~~

~~**RESTRAINT**~~

~~The application of a mechanical device to a person to limit movements for therapeutic or protective reasons. It shall include anklets, wristlets, or restraining sheets for non-invalid persons. Drugs, hydro-therapeutic measures, crib beds, side rails, and restraining sheets for invalids shall not be considered to be restraints.~~

~~**SECLUSION**~~

~~The retention of a resident in an enclosed locked room.~~

~~**SHELTERED CARE**~~

~~Maintenance and personal care.~~

~~**SHELTERED CARE HOME**~~

~~A private boarding home, institution, building, residence, or other place operated for profit which, through its ownership or management, provides sheltered care to three or more adults who are not related to the applicant or owner by blood or marriage.~~

~~***§ 30-103 [Ch. 30, Sec. 3] License required.***~~

~~No person shall open, conduct, manage, or maintain a nursing home, sheltered care home, or home for the aged, or advertise as such, without a license from the City.~~

~~***§ 30-104 [Ch. 30, Sec. 4] Application to conduct and operate home - form and contents.***~~

~~Application to conduct and operate a nursing home, sheltered care home, or home for the aged, shall be made to the City Manager on form blanks furnished by the City Clerk. All applications shall be accompanied by a license fee of $40. The application shall be under oath and shall contain:~~

~~A. The name and address of the applicant if an individual, and if a firm, partnership or association, of every member thereof, and in the case of a corporation, the name and address thereof and of its officers;~~

~~B. The location of the home for which a license is sought;~~

~~C. The name of the person or persons under whose management or supervision the home will be conducted;~~

~~D. An applicant for a license to operate a nursing home or home for the aged shall also present:~~

~~(1) A valid current state license to operate a sheltered care or nursing home or home for the aged, if the particular care or nursing home or home for the aged comes within the definition of a care or nursing home or home for the aged under the State Statute;~~

~~(2) A statement of the number, experience, and training of the proposed supervisors and employees of the nursing home, sheltered care home or home for the aged;~~

~~(3) A statement as to the number of persons for whom care is to be provided;~~

~~(4) Each application shall be accompanied by a statement relative to the financial status of~~

~~the applicant. **[Ord. No. 1981-22]**~~

~~§ 30-105 [Ch. 30, Sec. 5] Minimum standards.~~

~~Every licensed nursing home, sheltered care home, or home for the aged shall fully comply with the minimum standards and the rules and regulations relating to the operation and conduct thereof adopted, prescribed, promulgated, and published by the Department of Public Health of the State of Illinois for such homes as to:~~

~~A. Location and construction of the home, including plumbing, heating, lighting, ventilation, and other housing conditions which shall ensure the health, safety, and comfort of residents and protection from fire hazard;~~

~~B. Number and qualifications of all personnel, including management and nursing personnel having responsibility for any part of the care given to residents;~~

~~C. All sanitary conditions within the home and its surroundings, including water supply, sewage disposal, food handling, and general hygiene, which shall ensure the health and comfort of residents;~~

~~D. Diet related to the needs of each resident based on good nutritional practice and on recommendations which may be made by the physician attending the resident; and~~

~~E. Equipment essential to the health and welfare of the residents;~~

~~F. The rules and regulations relating to the operation and conduct of nursing homes, sheltered care homes, and homes for the aged, and the care, treatment, rehabilitation, recreation, and maintenance of the residents thereof.~~

~~§ 30-106 [Ch. 30, Sec. 6] Adoption of standards and rules and regulations of Department of Public Health.~~

~~A. The minimum standards, together with the rules and regulations relating to the operation and conduct of nursing homes adopted, prescribed, promulgated, and published by the Department of Public Health by authority of the State of Illinois, October 15, 1956, as amended April 12, 1957, and the whole thereof.~~

~~B. The minimum standards, together with the rules and regulations relating to the operation and control of sheltered care homes adopted, prescribed, promulgated, and published by the Department of Health by authority of the State of Illinois, December 3, 1957, and the whole thereof.~~

~~C. The minimum standards, together with the rules and regulations relating to the operation and conduct of homes for the aged adopted, prescribed, promulgated, and published by the Department of Public Health by authority of the State of Illinois, June 15, 1958, and the whole thereof.~~

~~D. Each of such minimum standards, together with the rules and regulations, of which at least three copies have been and now are filed in the office of the City Clerk, and of which of each said minimum standards, together with the rules and regulations at least three copies have been and now are filed in the office of the Health Department of the City, and the same and each of them are hereby adopted and incorporated in this~~

~~article as fully as if set out at length therein shall, unless otherwise provided in this article, be controlling within the limits of the City of Bloomington.~~

~~§ 30-107 [Ch. 30, Sec. 7] Additional requirements.~~

~~A. Smokescreens. Hereinafter all buildings used for the purpose mentioned in § **30-102** shall have smokescreens installed in compliance with the recommendation of the Bureau of Fire Prevention.~~

~~B. Combustible materials. The use of attics or basements for the storage of unnecessary combustible materials shall be prohibited.~~

~~C. Fire extinguishers. At least one fire extinguisher of type suitable for use on Class "A" fires shall be provided in each story and in the basement and in the kitchen so that not over 100 feet travel is required to reach the nearest unit, unless upon inspection of premises by the Bureau of Fire Prevention such inspection establishes the necessity that additional extinguishers be installed to give proper and sufficient coverage.~~

~~§ 30-108 [Ch. 30, Sec. 8] Investigations - term of license.~~
~~[Ord. No. 2018-89]~~
~~Upon receipt of an application for a license hereunder, the City Manager shall cause a thorough investigation to be made of the premises proposed to be licensed, and of the application, and if satisfied that the minimum standards prescribed are met, and if the applicant is otherwise qualified, he shall issue a license for the remainder of the year and annually thereafter. The full fee, in an amount set forth in the Schedule of Fees, shall be payable for a license even though said license be issued for only a fractional part of a year. The City Manager may, either before or after the issuance of a license, designate the Bureau of Fire Prevention or the Building Inspector and Health Department to make investigations relating to the minimum standards prescribed by the State Department of Public Health, and all such agencies shall cooperate with and comply with requests of the City Manager hereunder. The report and recommendations of any such agency shall be in writing and shall state with particularity its findings with respect to compliance or noncompliance with such minimum standards and whether or not the proposed location violates any provision of the Zoning Code.~~

~~§ 30-109 [Ch. 30, Sec. 9] Denial of application.~~

~~An application for a license may be denied for any of the following reasons:~~

~~A. Failure to meet any of the minimum standards prescribed by the State Department of Public Health as adopted herein.~~

~~B. Conviction of the applicant, or if the applicant is a firm, partnership, or association, of any of its members, or if a corporation, of any of its officers or directors or of the person designated to manage or supervise the home, of a felony, or of two or more misdemeanors involving moral turpitude, as shown by a certified copy of the record of the court of conviction, or in the case of the conviction of a misdemeanor by a court not of record, as shown by other evidence, or other satisfactory evidence that the moral character of the applicant or manager or supervisor of the home is not reputable.~~

~~C. Personnel insufficient in number or unqualified by training or experience properly to care for the proposed number and type of residents.~~

~~D. Insufficient financial or other resources to operate and conduct the home in accordance with the requirements of an act of the General Assembly of the State of Illinois, entitled "An Act in Relation to the Licensing and Regulation of Homes for the Maintenance, Care, or Nursing of Persons Who Are Ill, Aged, or Physically Infirm, being Section 33.15 et seq. of Chapter 1171/2 of Illinois Revised Statutes 1959.~~

~~§ 30-110 [Ch. 30, Sec. 10] Compliance with chapter prerequisite to granting of license; revocation; appeal.~~

~~Unless all of the requirements of this chapter shall have been complied with, the City Manager shall refuse to grant the license required by this article; and if any of the requirements of this chapter are not continued to be complied with, the City Manager may forthwith revoke any license issued hereunder without rebate of the license fee; provided, however, that the City Manager's action in granting or refusing to grant or in revoking or in refusing to revoke a license hereunder may be appealed by any party aggrieved to the City Council, which after a hearing with notice, may reverse the City Managers action hereunder by a vote of at least three members of the Council to do so.~~

~~§ 30-111 [Ch. 30, Sec. 11] Same - transferability, etc.; license to state capacity.~~

~~No license issued under the provisions of this chapter for a sheltered care home, nursing home, or home for the aged shall be transferable. All licenses are issued to a specific person, partnership, or corporation and for a specific location. The current license shall specify the maximum resident capacity. The license shall be displayed in a conspicuous place in the hall or near the main entrance inside the home.~~

~~§ 30-112 [Ch. 30, Sec. 12] Return of license or renewal certificate to the Department.~~

~~When the business or pursuit referred to in this chapter is sold, leased, or discontinued or the license has been revoked or has expired, the annual renewal certificate as well as the original license shall immediately become void and shall be returned to the City Manager by registered mail.~~

~~§ 30-113 [Ch. 30, Sec. 13] Name.~~

~~No nursing home, sheltered care home or home for the aged licensed for the first time after the effective date of this Code, shall use in its title the words "rest," "hospital," "sanatorium," or "sanitarium." Such titles are reserved for other types of facilities.~~

~~§ 30-114 [Ch. 30, Sec. 14] Advertising.~~

~~It shall be unlawful for any person to advertise a home as a nursing home, sheltered care home, or home for the aged until after a license has been secured.~~

~~§ 30-115 [Ch. 30, Sec. 15] Annual report.~~

~~An annual report of the nursing home, sheltered care home, or home for the aged shall be submitted with the application for a renewal of license. Blanks for the report shall be provided by the City Manager. This report shall include:~~

~~A. Total admissions during the year;~~

~~B. Total discharges during the year;~~

~~C. Total deaths in the home during the year;~~

~~D. Bed capacity;~~

~~E. Average percentage of bed occupancy;~~

~~F. Highest daily census during the year;~~

~~G. Changes in structure or major equipment during the year;~~

~~H. Contemplated changes in structure or major equipment for the coming year;~~

~~I. Number of state registered professional nurses employed;~~

~~J. Number of state licensed practical nurses;~~

~~K. Number of nursing aides and orderlies employed.~~

~~***§ 30-116 [Ch. 30, Sec. 16] Chronically ill children under 16 years of age.***~~
~~Nursing homes or sheltered care homes, buildings, or department for chronically ill children under 16 years of age shall be used exclusively for such children. Such children may not be cared for in buildings or departments used for adults.~~

~~***§ 30-117 [Ch. 30, Sec. 17] Safety devices, etc.***~~

~~A. Every licensed nursing home, sheltered care home, or home for the aged shall provide all necessary safety devices such as metal bedside rails, safety gates at stairs, etc. All doors shall remain unlocked from the outside of a resident's room when such resident is inside the room.~~

~~B. Interior vertical openings. Hereinafter any dwelling or other building occupied and used as a nursing home, sheltered care home or home for the aged shall have all interior vertical openings enclosed with fire resistive type material and construction.~~

~~C. Heating. The heating of buildings occupied for the purposes regulated by this article shall be restricted to steam, hot water, and hot air systems employing central heating plants with installation such as to safeguard the inherent fire hazard. The use of portable heaters of any kind is hereby prohibited. Lighting shall be restricted to electricity. Radiant type heating may be used upon approval of the Bureau of Fire Prevention.~~

~~***§ 30-118 [Ch. 30, Sec. 18] Expiration of license - renewal.***~~
~~**[Ord. No. 1974-124]**~~
~~A license shall expire at midnight of December 31st of each year unless renewed. All applications for renewal shall be accompanied by a $25 renewal fee.~~
~~*§ 30-119 [Ch. **30**, Sec. 19] Revocation of license - denial of renewal of license.*~~
~~A license may be revoked, or a renewal thereof denied for any of the following reasons:~~
~~A. Cruelty or indifference to the welfare of a resident;~~

~~B. Misappropriation of the property of a resident;~~

~~C. Conversion of the property of a resident;~~

D. Violation of any provision of this article or of the minimum standards, rules, regulations, or orders of Department of Public Health of the State of Illinois promulgated and published;

E. Any ground upon which an application for a license may be denied as prescribed in § **30-109** of this article.

§ 30-120 [Ch. 30, Sec. 20] Denial, refusal to renew, revocation of license - notice and hearing.

A. The City Manager may, upon his own motion, and shall upon the verified complaint in writing of any person setting forth facts which if proven would constitute grounds for the denial of an application for a license or refusal to renew license or revocation of a license, investigate the applicant or licensee. Before denying an application or refusing to renew a license or revoking a license, the City Manager shall notify the applicant in writing of a hearing to be held thereon. The notice shall specify the date, time, and place of the hearing which shall be held not less than 10 days after the notice is mailed or delivered. The notice shall designate the charges or reasons for his contemplated action of denial, refusal to renew, or revocation. The notice may be served by delivery of the same personally to the applicant or licensee or by mailing the same by registered mail to the address specified in the application or in the case of a licensee to the address of the home designated in the license.

B. The City Manager shall permit the applicant or licensee to appear in person to be represented by counsel at the hearing at which time the applicant or licensee shall be afforded an opportunity to present all relevant matter in support of his application for license or renewal of license or in resisting the revocation thereof.

C. The City Manager shall not be bound by common law or statutory rules of evidence or by technical or formal rules of procedure, but shall conduct hearings in such manner as seems best calculated to result in substantial justice.

§ 30-121 [Ch. 30, Sec. 21] Home to be open for inspection.

A. Every home conducted by a licensee hereunder and any premises proposed to be conducted by an applicant for a license shall be open at all reasonable times to inspection by the City Manager and by any agency designated by him as provided in § **30-108** of this article.

B. Every home conducted by a licensee hereunder shall be inspected by the Health Department, Building Inspector, and Fire Inspector of the City at least once during each one-year period for which a license is granted to determine whether the home is complying with minimum standards or with the rules and, regulations relating to the operation and conduct thereof established by the State Department of Public Health or with the rules and regulations of the Department of Public Safety of the State of Illinois.

§ 30-122 [Ch. 30, Sec. 22] Records and reports - inspection.

Every licensee shall keep such records and make reports as required in § **30-115** of this article and all such records shall be open to inspection by the persons or agency mentioned in the above section.

~~Article II~~
~~Nurseries and Convalescent Homes~~

~~§ 30-201 [Ch. 30, Sec. 23] Definitions.~~

~~CONVALESCENT HOME~~

~~Shall be deemed to mean a privately operated establishment devoted to the care of persons during the recuperative stage of an illness, or in which persons may be cared for during an illness. This definition shall not be construed to imply or permit the practice of general hospital functions such as major surgical operations or the rendering of service beyond nursing care of the operation of nursing homes or sheltered care home or homes for the aged as defined in "An Act in Relation to the Licensing and Regulation of Homes for the Maintenance, Care, or Nursing of Persons Who Are Ill, Aged, or Physically Infirm," approved July 1, 1953.~~

~~NURSERY or DAY-CARE CENTER~~

~~Shall be deemed to mean an establishment where nine or more children 12 years of age and under are kept during the day while parent or parents are at work or otherwise engaged or when nine or more children 12 years of age and under are lodged at a stipulated rate of pay. Such an establishment may be privately operated and supported by fees charged from the service, or it may be an establishment owned and operated by a public agency.~~

~~[Ord. No. 1975-21]~~

~~§ 30-202 [Ch. 30, Sec. 24] Interior vertical openings.~~

~~Hereinafter any dwelling or other building occupied and used as a nursery or convalescent home shall have all interior vertical openings enclosed with fire resistive type material and construction.~~

~~§ 30-203 [Ch. 30, Sec. 25] Smokescreens.~~

~~Hereinafter all buildings used for the purpose mentioned in § **30-202** shall have smokescreens installed in compliance with the recommendation of the Bureau of Fire Prevention.~~

~~§ 30-204 [Ch. 30, Sec. 26] Heating.~~

~~The heating of buildings occupied for the purposes regulated by Division II shall be restricted to steam, hot water, and hot air systems employing central heating plants with installation such as to safeguard the inherent fire hazard. The use of portable heaters of any kind is hereby prohibited. Lighting shall be restricted to electricity. Radiant type heating may be used upon approval of the Bureau of Fire Prevention.~~

~~§ 30-205 [Ch. 30, Sec. 27] Combustible materials.~~

~~The use of attics or basements for the storage of unnecessary combustible materials shall be prohibited.~~

~~§ 30-206 [Ch. 30, Sec. 28] Fire extinguishers.~~

~~At least one fire extinguisher type suitable for use on Class "A" fires shall be provided in each story and in the basement and kitchen so that not over 100 feet of travel is required to reach the nearest unit, unless upon inspection of premises by the Bureau of Fire Prevention such Bureau deems it necessary that additional extinguishers be installed to give proper and sufficient coverage.~~

§ 30-207 [Ch. 30, Sec. 28.5] Space standards for day-care centers.

All establishments operated as day-care centers shall provide the following indoor and outdoor play space:

A. A minimum of 25 square feet of indoor space per child under two years of age.

B. A minimum of 35 square feet of indoor space per child under two years of age or older.

C. At least 45 square feet of indoor space per handicapped child if ambulatory or over two years of age.

D. Generally 75 square feet of outdoor activity area per child with play space enclosed or otherwise protected from traffic and other hazards (nearby parks or playgrounds may be utilized. Groups of children may also be rotated for playtime activities). **[Ord. No. 1975-21]**

§ 30-208 [Ch. 30, Sec. 29] License required.

[Ord. No. 2018-89]

No building shall be used for any of the purposes mentioned in this article without first securing a license so to do. The annual license fee for all licenses required by this article shall be as set forth in the Schedule of Fees and the first of such annual charges shall be payable on or before January 1, 1960, and annually thereafter. The full fee shall be payable for a license even though said license is issued for only a fractional part of a year.

§ 30-209 [Ch. 30, Sec. 30] Application to conduct and operate a nursery or convalescent home.

Application to conduct and operate a nursery or convalescent home shall be made to the City Manager on blanks furnished by the City Clerk. All applications shall be accompanied by a license fee in an amount set forth in the Schedule of Fees. The application shall contain:

A. The name and address of the applicant, if an individual, and if a firm, partnership, or association, of each member thereof; and in case of a corporation the names and addresses of its officers;

B. The location of the nursery or home for which a license is sought;

C. The name of the person or persons under whose management or supervision the nursery or home will be conducted. **[Ord. No. 2018-89]**

§ 30-210 [Ch. 30, Sec. 31] Investigation.

Upon receipt of the application for a license hereunder, the City Manager shall cause an investigation to be made of the premises to be licensed and of the applicant, and if the applicant is otherwise qualified, he shall issue a license. The City Manager may, before issuing a license, designate the Bureau of Fire Prevention, the Building Inspector, and the Health Department of the City to make an investigation and inspection of the proposed nursery or convalescent home to ascertain if the premises comply with the Building Code and that the premises are safe and habitable and are provided with adequate facilities for heat, light, and ventilation, and that the provisions of the Fire Prevention Code have been complied with and that all fire hazards have been eliminated from the premises and that the occupants of such building have adequate fire protection; and that the rules and regulations

~~of the Health Department of the City and of the State Department of Public Health pertaining to sanitation and to the preservation of the health of the occupants have been complied with. The report and recommendations of the investigation agencies shall be in writing and state its findings with relation to the compliance or noncompliance with said Codes and rules and regulations and whether or not the proposed location violates any provisions of the Zoning Code of the City.~~

~~§ 30-211 [Ch. 30, Sec. 32] Inspection.~~

~~At least once a year after such license has been issued as herein provided, or more often if deemed necessary, and before the renewal of any such license to conduct, keep, or operate any such nursery or convalescent home, shall be the duty of the Building Official, the Chief of the Fire Department, and the Health Department to authorize the inspection of said premises and determine that the provisions of the Code of the City and the terms and conditions of this article are being complied with.~~

~~§ 30-212 [Ch. 30, Sec. 33] Penalty.~~

~~Any person, firm, or corporation who shall keep or operate a nursing home or convalescent home without first having obtained a license therefor as herein provided or any person or persons who shall violate, disregard, neglect, or refuse to comply with any of the provisions of this article shall upon conviction be subject to a fine not to exceed $100 for each day of violation.~~

~~§ 30-213 [Ch. 30, Sec. 34] Ownership change.~~

~~No license as referred to in the above section will be transferred upon change of ownership or management.~~

EXHIBIT C

~~**Chapter 22.5**~~
~~**Junk Dealers**~~

~~***§ 22.5-101 [Ch. 22.5, Sec. 1] Junk dealers - must have license - place of business.***~~
~~No person shall use, exercise, or carry on the business of a keeper of a junk store or junkyard for the purchase and sale of junk, rags, old rope, paper, or bagging, old iron, brass, copper, tin, slush, lead, or other articles of like nature without being first specially licensed for such purpose; nor shall any person or persons so licensed as aforesaid carry on any such business at any other house or place than at the place designated in such license.~~
~~*§ 22.5-102 [Ch. **22.5**, Sec. 2] How granted - fee.*~~
~~**[Ord. No. 2018-89]**~~

~~All licenses to keep what are commonly called junk stores or junkyards as above defined shall be granted by the City Manager upon written application made to him for that purpose and upon payment by the person licensed to the Director of Finance of a license fee in an amount as set forth in the Schedule of Fees per annum. No such license shall be granted for a term or more than one year. Said license shall expire on December 31st of the year in which it was issued. License fees for licenses applied for during the year shall be prorated so as to require a fee for each quarter year or part thereof remaining in the year.~~

~~***§ 22.5-103 [Ch. 22.5, Sec. 3] Bond.***~~
~~Every person making application for such a license shall, before the same is granted, enter into a bond to the City in the sum of $500, with two or more sureties to be approved by the Director of Finance, conditioned for the due observance of this Code and of all Ordinances of the City that may hereafter be passed, respecting dealers in junk.~~

~~***§ 22.5-104 [Ch. 22.5, Sec. 4] Purchase by - prohibited - when.***~~
~~No keeper of a junk shop or junkyard shall purchase from any one except from plumbers and peddlers holding license as such from the City or from the owners of the building from which the material is taken, any lead pipe, faucets, boilers, or other plumbing material.~~

~~***§ 22.5-105 [Ch. 22.5, Sec. 5] Purchasing, selling, etc., weapons prohibited.***~~
~~No junk dealer shall deal in or buy or sell or display in his store any pistol, revolver, derringer, Bowie knife, dirk, or other deadly weapon of like character, capable of being secreted upon the person.~~

~~***§ 22.5-106 [Ch. 22.5, Sec. 6] Transportation of wastepaper, etc. - manner of - penalty.***~~
~~No keeper of a junk store or junkyard or any employee or servant thereof or any other person shall collect or transport in the City any wastepaper, rags, or other material likely to fall off or be blown about by the wind except in a wagon so covered that such paper, rags, or other material cannot fall off or be blown therefrom or in sealed bags or boxes that will accomplish the same purpose. All such wagons, bags, and boxes shall be so constructed and maintained that such paper, rags, and other material cannot drop through the sides or bottom. Any person violating any of the provisions of this section shall be fined not less than $5 nor more than $25 for each offense.~~

~~***§ 22.5-107 [Ch. 22.5, Sec. 7] Report to Police Department.***~~
~~It shall be the duty of every person licensed to keep a junk store or junkyard to make out~~

~~and deliver to the Chief of Police upon his request on any day a report of all articles bought during the preceding day, together with the hour when the same were purchased, the amount paid for the same, a description of the said articles, a description of the person or persons from whom the same were purchased, and the place of residence of said person or persons.~~

~~§ 22.5-108 [Ch. 22.5, Sec. 8] Permit - penalty.~~

~~No person, either by himself or his agent, servant, or employee, shall go from place to place buying or collecting rags, old rope, paper, bagging, old metal or whatever else is commonly known as junk, without first securing from the Chief of Police a permit to do so; and any person so doing, either by himself, his agent, servant, or employee, without such permit; shall be fined for each offense not less than $5 nor more than $50. Any such permit to any employer must specify the name or names of those who are to do such buying or collecting before it shall be a protection either to the employer or his employee.~~

~~§ 22.5-109 [Ch. 22.5, Sec. 9] Minors - purchase from prohibited - hours of business.~~

~~No keeper of any junk store or junkyard or the agent, Clerk, or servant of such keeper shall purchase any article, goods, or things whatsoever, except rags and wastepaper, of any minor under the age of 16 years. No keeper of any junk shop or junkyard shall purchase in the way of his or her business any goods, articles, or thing whatsoever from any person or persons whomsoever between the hours of 9:00 p.m. and 7:00 a.m. of any day.~~

~~§ 22.5-110 [Ch. 22.5, Sec. 10] Purchases from intoxicated persons, thieves, etc.~~

~~No person keeping, operating, or maintaining a junk store or junkyard shall purchase any junk from any person appearing to be intoxicated nor from any person known to be a thief or to have been convicted of larceny or burglary; and when any person is found to be the owner of stolen property which has been purchased by any person keeping, operating, or maintaining a junk store or junkyard, such property shall be returned to the owner thereof without the payment of the amount paid therefor by the person keeping, operating, or maintaining a junk store or junkyard.~~

~~§ 22.5-111 [Ch. 22.5, Sec. 11] Removal of place of business.~~

~~In case any person so licensed as aforesaid, either as a dealer in junk or as keeper of a junk store, shall move his or her store or place of business from the place designated in said license, he or she shall immediately thereupon give notice to the City Manager of such removal, and the number of his or her place of business shall thereupon be changed by the City Manager to correspond to such place of removal.~~

~~§ 22.5-112 [Ch. 22.5, Sec. 12] License - not transferable.~~

~~No license granted under the provisions of this chapter shall be transferable, nor shall it be held or be construed to authorize the conduct of the business of keepers or junk stores or junkyards in any other manner than is prescribed in this article.~~

~~§ 22.5-113 [Ch. 22.5, Sec. 13] Penalty.~~

~~Whoever shall violate any of the provisions of this chapter, where no other penalty is provided shall upon conviction be subject to a penalty of not less than $10, nor more than $200 for each offense.~~

ORDINANCE NO. 2023 - _____

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTERS 7, 29, 32, 36, 41, AND 43 REGARDING PENALTIES AND THE SCHEDULE OF FEES IN CHAPTER 1 PERTAINING TO LICENSES

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

Section 1. That Chapters 7, 29, 32, 36, 41, and 43 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, are hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

Section 2. That Chapters 9, 22 (ART.XI), 22.5, 26, and 30 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, set forth in Exhibit B are hereby repealed in their entirety, and the contents of the Bloomington City Code shall bear the notation of each chapter as "(Repealed)".

Section 3. That Chapter 22.5 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, set forth in Exhibit B is hereby deleted in its entirety, and the contents of the Bloomington City Code shall bear no notation of the Chapter having existed.

Section 3. That Schedule of Fees applicable to the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, set forth in Exhibit C, is hereby amended to read as follows (additions underlined and deletions stricken).

Section 4. The Bloomington City Code, and its applicable Schedule of Fees, is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

Section 5. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

Section 6. This Ordinance shall take effect ten days after passage.

Section 7. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 11th day of December 2023.

APPROVED this ___ day of October 2023.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A

MODIFICATIONS TO PENALTIES

Chapter 7: Entertainment Venues & Amusements

Article I. Entertainment Venue Operators

§ 7-110 **[Ch. 7, Sec. 10] Violations, penalty.**
Any person, firm, or entity violating any provision of this chapter shall, unless otherwise provided in this chapter, be fined not less than $250 nor more than $2,000 for each offense; and a separate offense shall be deemed to have occurred on each day during or on which a violation occurs or continues.

Article II. Amusement Devices

§ 7-213 **[Ch. 7, Sec. 23] Violations, penalty.**
Any person, firm, or entity violating any provision of this chapter shall, unless otherwise provided in this chapter, be fined not less than $250 nor more than $2,000 for each offense; and a separate offense shall be deemed to have occurred on each day during or on which a violation occurs or continues.

Chapter 29: Motor Vehicles and Traffic

Article XXV. Commercial Towing of Motor Vehicles

§ 29-2519 **[Ch. 29, Sec. 238] Penalties.**
Any person, firm, or entity violating any provision of this chapter shall, unless otherwise provided in this chapter, be fined not less than $250 nor more than $2,000 for each offense with the exception of illegal parking under § **29-2506**; and a separate offense shall be deemed to have occurred on each day during or on which a violation occurs or continues.

Chapter 32: Pawnbrokers, Auctioneers, Junk Dealers, and Secondhand Dealers

§ 32-115 [Ch. 32, Sec. 15] Violations, penalty.
Any person, firm, or entity violating any provision of this chapter shall, unless otherwise provided in this chapter, be fined not less than $250 nor more than $2,000 for each offense; and a separate offense shall be deemed to have occurred on each day during or on which a violation occurs or continues.

Chapter 36: Scavengers, Waste Collectors, or Waste Haulers

§ 36-109 **[Ch. 36, Sec. 9] Violations, penalty.**
Any person, firm, or entity violating any provision of this chapter shall, unless otherwise provided in this chapter, be fined not less than $250 nor more than $2,000 for each offense; and a separate offense shall be deemed to have occurred on each day during or on which a violation occurs or continues.

§ 36-~~208~~113 **[Ch. 36, Sec. 1~~3~~4] Offensive vault; ~~n~~Notice to owner; ~~w~~Work done by City**

~~- expense how paid - penalty~~.
Whenever in the opinion of the County Health Department any privy, vault, cesspool, septic tank, or sink shall be ~~O~~offensive and need cleaning, it shall be ~~his~~their duty to notify the owner, agent, or occupant of the premises to which any such vault belongs to cleanse the same within the time and in the manner set forth in said notice and unless the person so notified shall comply within the time and in the manner mentioned in said notice, it shall be the duty of said office to cause said vault, etc., to be cleaned by one or more of the City scavengers, waste collectors, or waste haulers aforesaid; and any person so failing to comply with such notice shall on conviction be subject to a penalty under § 36-114 ~~fine of not less than $10 nor more than $50 for each offense~~, and in addition thereto shall be liable to the City or County for the expense of such cleaning.

Chapter 41: Tobacco

Article I. Licensing the Sale of Tobacco

§ 41-109~~8~~ **[Ch. 41, Sec. 9] Penalties.**
Any person, firm, or entity violating any provision of this chapter shall, unless otherwise provided in this chapter, be fined not less than $250 nor more than $2,000 for each offense; and a separate offense shall be deemed to have occurred on each day during or on which a violation occurs or continues.

Article II. Smoking in Public Places

§ 41-211 **[Ch. 41, Sec. 21~~0~~] Violations and penalties.**

A. A person who smokes in an area where smoking is prohibited by this article shall be guilty of an infraction, punishable by a fine of not less than $~~25~~50 nor more $500.

B. A person who owns, manages, operates, or otherwise controls a place subject to this article and who fails to prohibit smoking shall be guilty of an infraction, punishable by~~:~~ a fine of not less than $~~25~~100 nor more than $2,500 in addition to sanctions that may be imposed against a license of the entity owning the establishment where the infraction occurs.

C. A person who owns, manages, operates, or otherwise controls a place subject to this article and who fails to post a sign in conformance with the provisions of this article shall be guilty of an infraction punishable by a fine of not less than $~~25~~100 nor more than $500 in addition to sanctions that may be imposed against a license of the entity owning the establishment where the infraction occurs.

D. Each day on which a violation of this article occurs shall be considered a separate and distinct violation. ~~**[Ord. No. 2006-51]**~~

Chapter 43: Manufactured Home Parks

§ 43-120 **[Ch. 43, Sec. 19.0] Penalty.**
~~**[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]**~~

Any person, firm or corporation who shall violate any of the provisions of this Ordinance shall

be punished upon conviction by a fine of not less than $500 and not more than $~~5~~2,000. Each day that such violation continues to exist shall constitute a separate offense. Such fines shall not preclude the City from its other remedies such as revocation of license as established in the preceding sections of this Ordinance. The Director of Economic & Community Development, or their designee shall e~~i~~nsure compliance with this chapter.

EXHIBIT B
SCHEDULE OF FEES – EFFECTIVE ~~NOVEMBER 5~~ DECEMBER 22, 2023

The following fees are applicable for the respective licenses and fees required under "The City Code of the City of Bloomington, Illinois, or as otherwise established by law.
(Reference to related Chapter-Section of the City Code is listed to right of Fee)

AMUSEMENTS (CHAPTER 7)

A. Entertainment Venue Operator	
1. Application Fee	$250.00 (7-103)
2. Annual License Fee	$500.00 (7-104)
B. Amusement Terminal Owner	
1. Application Fee	$250.00 (7-203)
2. License Fees	
(a) Annual Fee per Device	$75.00 (7-206)
(b) Annual License Fee	$250.00 (7-206)
~~Motion Picture Theatres and Theatricals~~	
~~1. Annual License Fee - Enclosed Theatres:~~	~~$1.00 per seat (7-3)~~
~~2. Annual License Fee - Drive in Theatres:~~	~~$250.00 (7-3)~~
~~B. Mechanical Music Devices~~	
~~1. Annual Operator's License Fee:~~	~~$210.00 (7-35)~~
~~2. Annual License Fee for Each Machine:~~	~~$38.00 (7-36)~~
~~C. Automatic Amusement Devices~~	
~~1. Annual Operator's License Fee:~~	~~$525.00 (7-55)~~
~~2. Annual License Fee for Each Machine:~~	~~$63.00 (7-56)~~
~~D. Bowling Alleys and Poolrooms~~	
~~1. Annual License Fee - Billiard or Pool Tables:~~	~~$20.00 per every table (7-87)~~
~~1. Annual License Fee - Bagatelle Tables:~~	~~$20.00 per every table (7-87)~~
~~1. Annual License Fee -Nine or Ten Pin Alleys:~~	~~$26.25 per every alley (7-87)~~
~~E. Skating Rinks~~	
~~1. Annual License Fee - Skating Rink:~~	~~$200.00 (7-96)~~
~~F. Miniature Golf Courses~~	
~~1. Annual License Fee - Outdoor Course:~~	~~$125.00 (7-99)~~
~~2. Annual License Fee - Indoor Course:~~	~~$350.00 (7-99)~~
~~G~~C. Circuses and Carnivals	
1. License Fee – Parade Load/Unload:	$75.00 (7-901)
~~H. Shooting Galleries~~	
~~1. Annual License Fee - Shooting Gallery:~~	~~$100.00 (7-106)~~
~~I. Dancing~~	

~~1. Annual License Fee – Public Dance Hall~~ ~~$420.00 with prorated fee during the fiscal year with charge of ¼ of total fee for each three (3) months until the succeeding December 31st (7-110)~~

~~J~~D. Video Gaming Licenses

1. ~~Video Gaming~~ Annual License Fee $500.00 per video gaming terminal (7-1306)
2. Annual License Fee for Fraternal/Veteran's Organizations $250.00 per terminal (7-1306)
3. Application Fee $250.00 (7-1306)

~~**AUCTIONS AND AUCTIONEERS (CHAPTER 9)**~~

~~A. Auctioneers~~

~~1. Annual License Fee – Auctioneers~~ ~~$50.00 (9-3)~~

HEALTH AND SANITATION (CHAPTER 22)

~~D. C. Rooming Houses~~

~~1. Annual License Fee:~~ ~~$210.00 (22-182)~~

~~2. Re-inspection Fee:~~ ~~$53.00 (22-183(b))~~

~~**JUNK DEALER (CHAPTER 22.5)**~~

~~A. Junk Dealers (Junkyard):~~ ~~(22.5-2)~~

~~1. Annual License Fee:~~ ~~$100.00 License Fee shall be pro-rated so as to require a fee or each quarter year or part thereof~~

~~**LICENSES (CHAPTER 26)**~~

~~A. Fees~~

~~1.Printed License Fee:~~ ~~$5.00 (26-9)~~

~~B. Parole Group Homes~~

~~1. Annual License Fee:~~ ~~$100.00 (26-22)~~

~~2. Investigations – Terms of License:~~ ~~$100.00 (26-73)~~

MOTOR VEHICLES AND TRAFFIC (CHAPTER 29)

D. Vehicle Relocator License

1. Annual License Fee: $250.00 (29-229~~8(a)~~)
2. Application Fee: $250.00 (29-229)

~~**NURSING SHELTER CARE HOMES, HOMES FOR AGED, NURSERIES AND CONVALESCENT HOMES (CHAPTER 30)**~~

~~A. Nursing Homes, Sheltered Care Homes, Home for Aged~~

~~1. Annual License Fee:~~ ~~$40.00 (30-8)~~

~~B. Nursery or Convalescent Home~~

~~1. Annual License Fee:~~ ~~$40.00 (30-29)~~

~~SEE ALSO APPLICATION (30-30)~~

PAWN-BROKERS, AUCTIONEERS, JUNK DEALERS, AND SECONDHAND DEALERS (CHAPTER 32)

A. Pawnbroker, Auctioneer, Junk Dealer, and Secondhand Dealer	
1. Application Fee	$250.00 (32-102)
2. License Fee – 1st Year	$500.00 (32-103)
3. License Fee – Continuous Years	$250.00 (32-103)
~~Pawnbrokers~~	
~~1. Annual License Fee:~~	~~$500.00 (32-4)~~
~~B. Secondhand Dealers~~	
~~1. Annual License Fee:~~	~~$100.00 (32-15)~~

TOBACCO (CHAPTER 41)

A. Licensing the Sale of Tobacco	
1. Application Fee	$250.00 (41-103)
2. Annual License Fee:	$250.00 (41-104)

REGULAR AGENDA ITEM NO. 8.B.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Levying Taxes for the City of Bloomington, McLean County, Illinois for the Fiscal Year Beginning May 1, 2023, and Ending April 30, 2024, for the City of Bloomington in the Amount of $23,420,384, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: The calculation of the rate is produced by taking the numerator the tax levy, a fixed amount, and dividing that by the Equalized Assessed Value (EAV). The Final EAV will not be produced until January 1, 2024, therefore, the City must adopt its levy based on preliminary estimates.

The City of Bloomington uses the preliminary EAV provided by the McLean County Supervisor of Assessments for the upcoming tax year. This year the preliminary EAV, as of September 30th, was $2,275,999,416. That is a $227.1M increase over the prior year final EAV of $2,048,944,043. The City anticipates some EAV challenges to be successful prior to the final EAV being set, as well as some adjustments to properties exempt from value increases, and therefore proposes reducing the EAV to $2,267,999,416 (a reduction of approximately $8M) – for purposes of providing this Estimate. That estimate total results in a $219.1M - 10.7% increase in EAV over the 2022 final.

Tax Formula: Requested/Levied / Preliminary EAV = Tax Rate

City of Bloomington
2023 Proposed Tax Levy: $23,420,384 / $2,267,999,416 = 1.0326% - prior year 1.0894%

City Levy Request of $23,420,384 has not changed from the Estimated adopted on November 20, 2023:
The City proposes a slight decrease in rate for this year's Levy. See FIN 2B 2023 Tax Levy for historical details. The final EAV will determine the final rate.

Tax Levy Procedure:

According to the Illinois Property Tax Code Division 2 Truth in Taxation (35ILCS 200/18-60), the City must formally adopt an estimated tax levy not less than 20 days prior to the adoption of the final tax levy. 35ILCS 200/18-85 requires said estimate be compared to the prior year aggregate levy (excluding amounts for bond debt service) and if a 5% increase exists then a public hearing in addition to a public notice must occur. A public notice related to this hearing must be published not more than 14 days, nor less than 7 days prior to the date of the hearing.

The final tax levy ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December, which is December 26th. The City can abate debt service payments needed to keep the bond and interest portion of the levy flat which has been done historically. By bond covenant any debt service payments abated are guaranteed from other revenues sources.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

N/A

FINANCIAL IMPACT:

Finance recommends the Council adopt the tax levy of $23,420,384 for the City of Bloomington.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:
FIN 2B Ordinance
FIN 2C 2023 COB Tax Levy

ORDINANCE NO. 2023 - ___

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2023, AND ENDING APRIL 30, 2024, IN THE AMOUNT OF $23,420,384

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

Section 1. (a) The sum of Twenty-Three Million, Four Hundred Twenty Thousand and Three Hundred Eighty-Four dollars ($23,420,384) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2023 and ending April 30, 2024, for all corporate purposes and including General Corporate Purposes, Payment of Bonds and Interest on Bonds, Public Library, Fire Pension Fund, Police Pension Fund, Public Parks Fund, Fire Protection Fund, Police Protection Fund, IMRF Fund, and FICA Taxes Fund as appropriated for the fiscal year beginning May 1, 2023 and ending April 30, 2024 as passed by the City Council of said City at its regular meeting held on the 10th of April, 2023, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the right-hand column under the designation "Amount to be raised by Taxation", the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON, MCLEAN COUNTY ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2023 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

I.	General Corporate Purposes	$3,468,248
II.	Police Protection Fund	$1,526,473
III.	Fire Protection Fund	$1,900,228
IV.	Public Parks	$1,001,454
V.	Fire Pension Fund	$5,446,000
VI.	Police Pension Fund	$5,258,000
VII.	Illinois Municipal Retirement Fund	$1,855,626
VIII.	FICA Taxes Fund	$1,281,010
IX.	General Bond and Interest	$1,683,345
		$23,420,384

Section 2: The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the appropriate tax books for the fiscal year of said City beginning May 1, 2023 and ending April 30, 2024.

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

Section 4. If any section, subdivision, sentence, or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 5. Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund. The rate at which a tax shall be levied for General Corporate purpose shall be that rate necessary, after rates for all other funds are established, to result in a total levy of $23,420,384.

Section 6. This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

Section 7. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 8. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 11th day of December 2023.

APPROVED this ____ day of December 2023.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE
ALL COUNTIES EXCEPT COOK

I, the undersigned, hereby certify that I am the presiding officer of the City of Bloomington and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth in Taxation" law.

Check one of the choices below:

☐ 1) The taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation Law.

☒ 2) The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.

☐ 3) The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.

☐ 4) The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Date: _____
Presiding Officer: _____

2023 Proposed & Historical Tax Levy
For FY2025 Budget Year

City of Bloomington

Levy Type	*2023 Proposed Tax Levy*	*2022 Tax Levy*	*2021 Tax Levy*	*2020 Tax Levy*
BONDS & INTEREST	$ 1,683,345	$ 969,879	$ 1,804,533	$ 2,153,070
FIRE PENSION	**$ 5,446,000**	$ 4,896,000	$ 4,196,000	$ 4,196,000
FIRE PROTECTION	$ 1,900,228	$ 1,900,228	$ 1,900,228	$ 1,900,228
GENERAL CORPORATE	$ 3,468,248	$ 4,181,714	$ 3,347,060	$ 2,723,523
IMRF	$ 1,855,626	$ 1,855,626	$ 1,855,626	$ 1,855,626
POLICE PENSION	**$ 5,258,000**	$ 4,708,000	$ 4,008,000	$ 4,008,000
POLICE PROTECTION	$ 1,526,473	$ 1,526,473	$ 1,526,473	$ 1,526,473
PUBLIC PARKS	$ 1,001,454	$ 1,001,454	$ 1,001,454	$ 1,001,454
SOCIAL SECURITY	$ 1,281,010	$ 1,281,010	$ 1,281,010	$ 1,281,010
TOTALS	**$ 23,420,384**	**$ 22,320,384**	**$ 20,920,384**	**$ 20,645,384**
Dollar Increase/(Decrease)	$ 1,100,000	$ 1,400,000	$ 275,000	$ 134,000
Percent Increase/(Decrease)	4.93%	6.69%	1.33%	0.65%
EAV	2,267,999,416	2,048,944,043	1,926,553,423	1,887,703,781
Estimated Tax Rate	**1.0326%**	**1.0894%**	**1.0859%**	**1.0937%**
Rate Change	-0.0567%	0.0035%	-0.0078%	0.0036%

REGULAR AGENDA ITEM NO. 8.C.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Levying Taxes for the Bloomington Public Library, McLean County, Illinois for the Fiscal Year Beginning May 1, 2023, and Ending April 30, 2024, for the City of Bloomington in the Amount of $6,580,000, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: The calculation of the rate is produced by taking the numerator the tax levy, a fixed amount, and dividing that by the Equalized Assessed Value (EAV). The Final EAV will not be produced until January 1, 2024, therefore, the Library must adopt its levy based on preliminary estimates.

The Bloomington Public Library uses the preliminary EAV provided by the McLean County Supervisor of Assessments for the upcoming tax year. This year the preliminary EAV, as of September 30th, was $2,275,999,416. That is a $227.1M increase over the prior year's final EAV of $2,048,944,043. The Library anticipates some EAV challenges to be successful prior to the final EAV being set, as well as some adjustments to properties exempt from value increases, and therefore proposes reducing the EAV to $2,267,999,416 (a reduction of approximately $8M) – for purposes of providing this Estimate. That estimate total results in a $219.1M - 10.7% increase in EAV over the 2022 final.

Tax Formula:	Requested/Levied	
	Preliminary EAV	= Tax Rate
Bloomington Public Library		
2023 Proposed Tax Levy:	$6,580,000	
	$2,267,999,416	= 0.29012% - prior year 0.30604%

The Library Levy Request of $6,580,000 has not changed from the Estimated adopted on November 20, 2023:

The Library proposes a slight decrease in the rate for this year's Levy. See FIN 2B 2023 Tax Levy for historical details. The final EAV will determine the final rate.

Tax Levy Procedure:
According to the Illinois Property Tax Code Division 2 Truth in Taxation (35ILCS 200/18-60), the Library must formally adopt an estimated tax levy not less than 20 days prior to the adoption of the final tax levy. 35ILCS 200/18-85 requires said estimate to be compared to the prior year's aggregate levy (excluding amounts for bond debt service) and if a 5% increase exists then a public hearing in addition to a public notice must occur. A public notice related to this hearing must be published not more than 14 days, nor less than 7 days prior to the date of the hearing.

The final tax levy ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December, which is December 26th.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

N/A

FINANCIAL IMPACT:

Finance recommends the Council adopt the tax levy of $6,580,000 for the Bloomington Public Library.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:
FIN 2B Ordinance
FIN 2C 2023 BPL Tax Levy

ORDINANCE 2023 - ___

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON - LIBRARY, MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2023, AND ENDING APRIL 30, 2024, IN THE AMOUNT OF $6,580,000

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

Section 1. (a) The sum of Six Million, Five Hundred Eighty Thousand ($6,580,000) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2023, and ending April 30, 2024, for the Public Library as appropriated for the fiscal year beginning May 1, 2023, and ending April 30, 2024, as passed by the City Council of said City at its regular meeting held on the 10th of April, 2023, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the righthand column under the designation "Amount to be raised by Taxation", the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON - LIBRARY, MCLEAN COUNTY ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2023 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

Public Library Fund	$6,580,000

Section 2. The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the appropriate tax books for the fiscal year of said City beginning May 1, 2023, and ending April 30, 2024.

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

Section 4. If any section, subdivision, sentence, or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 5. Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund.

Section 6. This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

Section 7. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 8. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 11th day of December 2023.

APPROVED this ____ day of December 2023.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE
ALL COUNTIES EXCEPT COOK

I, the undersigned, hereby certify that I am the presiding officer of the City of Bloomington, and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth in Taxation" law.

Check one of the choices below:

☐ 1) The taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation Law.

☒ 2) The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.

☐ 3) The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.

☐ 4) The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Date: _____

Presiding Officer: _____

2023 Proposed & Historical Tax Levy
For FY2025 Budget Year

Bloomington Public Library

Levy Type	*2023 Proposed Tax Levy*	*2022 Tax Levy*	*2021 Tax Levy*	*2020 Tax Levy*
LIBRARY OPERATIONS	$ 5,495,000	$ 5,185,600	$ 5,017,785	$ 4,967,785
LIBRARY EXPANSION	$ 1,085,000	$ 1,085,000	$ 850,000	$ -
TOTAL	$ 6,580,000	$ 6,270,600	$ 5,867,785	$ 4,967,785
Operations Increase	$ 309,400	$ 167,815	$ 50,000	$ 32,426
Expansion Project Increase	$ -	$ 235,000	$ 850,000	$ -
Dollar Increase/(Decrease)	$ 309,400	$ 402,815	$ 900,000	$ 32,426
Percent Increase/(Decrease)	4.93%	6.86%	18.12%	0.66%
EAV	2,267,999,416	2,048,944,043	1,926,553,423	1,887,703,781
Estimated Tax Rate	**0.29012%**	**0.30604%**	**0.30457%**	**0.26317%**
Rate Change	**-0.0159%**	**0.0015%**	**0.0414%**	**0.0009%**

REGULAR AGENDA ITEM NO. 8.D.

FOR COUNCIL: December 11, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Two Resolutions Abating Property Taxes Totaling Approximately $5,204,592.57, including (1) a Resolution Abating All or a Portion of the Taxes Heretofore Levied to Pay Debt Service on Certain Obligation Bonds of the City of Bloomington, McLean County, Illinois; and (2) 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, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Resolutions be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: The adoption of the proposed resolutions is required to abate property tax for debt service and rental payments the City intends to pay from funding sources other than property tax revenue. The City's bond ordinances secure issued debt with property tax revenue unless sufficient funds are available elsewhere to secure the debt. This covenant, which guarantees payment to investors, increases the marketability of City bonds and reaps potentially lower interest rates on debt service payments. A Council action is required to abate the Bond & Interest portion of the tax levy, which must be filed with the County Clerk's office. We recommend abating $5,204,592.57 of the 2023 tax levy for annual debt service and rental payments whereas the City has funds set aside to cover this balance.

See FIN 3D 2023 Tax Levy Abatements by Issue attachment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The City will abate $5,204,592.57 in annual debt service and rent and levy only $1,683,345 in the 2023 property tax levy or approximately 24% of total annual debt service.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: N/A

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:
FIN 3B Resolution for 2023 Bond Tax Levy Abatement
FIN 3C Resolution for 2023 PBC Tax Levy Abatement
FIN 3D 2023 Tax Levy Abatements by Issue

RESOLUTION NO. 2023 - _____

A RESOLUTION ABATING ALL OR A PORTION OF THE TAXES HERETOFORE LEVIED TO PAY DEBT SERVICE ON CERTAIN GENERAL OBLIGATION BONDS OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

WHEREAS, the City Council (the "*City Council*") of the City of Bloomington, McLean County, Illinois (the "*City*"), by ordinances of the City Council adopted on the 28th day of March 2022, 22nd day of February 2021, 26th day of November 2018, 24th day of July 2017, 14th day of July 2014, and the 14th day of October 2013 (as supplemented, the "*Bond Ordinances*"), has heretofore issued and has outstanding its general obligation bonds, as further described on Exhibit A attached hereto (collectively, the "*Bonds*"); and

WHEREAS, duly certified copies of the Bond Ordinances were filed in the office of the County Clerk of The County of McLean, Illinois (the "*County Clerk*"); and

WHEREAS, the City Council has determined and does hereby determine that the City has funds on hand and lawfully available (the "*Available Funds*") to pay all or a portion of the principal of and interest on the Bonds due on December 1, 2024, and on June 1, 2025 (collectively, the "*Debt Service Payments*"); and

WHEREAS, the City Council has further determined and does hereby further determine that it is necessary and in the best interests of the City to apply the Available Funds to the Debt Service Payments and abate all or a portion of the taxes heretofore levied in the Bond Ordinances for the year 2023 for the Debt Service Payments; and

WHEREAS, the Available Funds have been deposited to the credit of the bond and interest funds of the City established pursuant to the Bond Ordinances for the purpose of paying principal of and interest on the Bonds:

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

Section 1. *Incorporation of Preambles*. The City Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true, and correct and does incorporate them into this Resolution by this reference.

Section 2. *Abatement of Tax*. The taxes heretofore levied in the Bond Ordinances for the year 2023 shall be abated by the amount of the Available Funds, as more particularly described in Exhibit B attached hereto.

Section 3. *Filing of Resolution*. Forthwith upon the adoption of this Resolution, the City Clerk shall file a certified copy hereof with the County Clerk, and it shall be the duty of the County Clerk to abate the taxes heretofore levied in the Bond Ordinances for the year 2023 in accordance with the provisions hereof.

Section 4. *Effective Date*. This Resolution shall be in full force and effect forthwith upon its passage by the City Council and signing and approval by the Mayor.

PASSED this 11th day of December 2023.

APPROVED this ___ day of December 2023.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

Exhibit A

THE BONDS, DESCRIBED AS FOLLOWS:

TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A
AND
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B

Original principal amount:	$14,920,000 – Series 2014A $9,700,000 – Series 2014B
Dated:	September 4, 2014
Originally issued:	September 4, 2014
Amount outstanding:	$17,495,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

$8,980,000 Taxable General Obligation Refunding Bonds, Series 2014A

Year	Amount ($)	Rate (%)
2024	900,000	3.15
2025	675,000	3.75
2026	695,000	3.75
2027	725,000	3.75
2028	755,000	3.75
2029	785,000	3.75
2030	815,000	4.15
2031	850,000	4.15
2032	890,000	4.15
2033	925,000	4.15
2034	965,000	4.15

$8,515,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B

Year	Amount ($)	Rate (%)
2024	320,000	3.00
2025	700,000	3.00
2026	820,000	3.00
2027	930,000	3.00
2028	1,050,000	3.00
2029	535,000	3.25
2030	630,000	3.50
2031	720,000	3.75
2032	830,000	3.75
2033	930,000	3.75
2034	1,050,000	3.75

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017

Original principal amount:	$7,240,000
Dated:	July 28, 2017
Originally issued:	July 28, 2017
Amount outstanding:	$1,200,000

Maturing (or subject to redemption) on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

Year	Amount ($)	Rate (%)
2024	1,200,000	2.08

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018 A

Original principal amount:	$11,845,000
Dated:	December 13, 2018
Originally issued:	December 13, 2018
Amount outstanding:	$6,235,000

Maturing (or subject to redemption) on December 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

Year	Amount ($)	Rate (%)
2024	1,255,000	3.01
2025	1,295,000	3.11
2026	1,335,000	3.22
2027	1,380,000	3.34
2028	970,000	3.44

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021A

Original principal amount:	$3,639,000
Dated:	March 4, 2021
Originally issued:	March 4, 2021
Amount outstanding:	$3,334,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

Year	Amount ($)	Rate (%)
2024	151,000	0.410
2025	989,000	0.450
2026	1,116,000	0.560
2027	1,078,000	0.690

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022

Original principal amount:	$19,475,000
Dated:	May 24, 2022
Originally issued:	May 24, 2022
Amount outstanding:	$19,475,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

Year	Amount ($)	Rate (%)
2024	645,000	5.000
2025	675,000	5.000
2026	710,000	5.000
2027	745,000	5.000
2028	785,000	5.000
2029	825,000	5.000
2030	865,000	5.000
2031	905,000	5.000
2032	950,000	5.000
2033	1,000,000	5.000
2034	1,050,000	5.000
2035	1,100,000	5.000
2036	1,155,000	5.000
2037	1,215,000	4.000
2038	1,265,000	4.000
2039	1,315,000	4.000
2040	1,365,000	4.125
2041	1,425,000	4.125
2042	1,480,000	4.125

EXHIBIT B

TAXES LEVIED AND TO BE ABATED:

TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance ($)	Amount of Tax Heretofore Abated ($)	Amount of Tax Now Abated ($)	Amount of Tax to be Extended ($)
2023	3,200,000.00	1,227,407.50	1,972,592.50	0.00
2024	3,200,000.00	1,133,720.00	0.00	2,066,280.00
2025	3,200,000.00	1,044,382.50	0.00	2,155,617.50
2026	3,200,000.00	949,470.00	0.00	2,250,530.00
2027	3,200,000.00	1,494,282.50	0.00	1,705,717.50
2028	3,200,000.00	1,416,107.50	0.00	1,783,892.50
2029	3,200,000.00	1,346,980.00	0.00	1,853,020.00
2030	3,200,000.00	1,259,255.00	0.00	1,940,745.00
2031	3,200,000.00	1,192,315.00	0.00	2,007,685.00
2032	3,200,000.00	1,105,577.50	0.00	2,094,422.50

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018 A

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance ($)	Amount of Tax Now Abated ($)	Amount of Tax to be Extended ($)
2023	1,436,609.25	1,436,609.25	0.00
2024	1,437,584.25	0.00	1,437,584.25
2025	1,435,953.50	0.00	1,435,953.50
2026	1,436,414.00	0.00	1,436,414.00
2027	986,684.00	0.00	986,684.00

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021A

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance ($)	Amount of Tax Now Abated ($)	Amount of Tax to be Extended ($)
2023	1,007,138.30	0.00	1,007,138.30
2024	1,129,687.80	0.00	1,129,687.80
2025	1,085,438.20	0.00	1,085,438.20

GENERAL OBLIGATION BONDS, SERIES 2022

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance ($)	Amount of Tax Now Abated ($)	Amount of Tax to be Extended ($)
2023	1,541,187.52	864,980.82	676,206.70
2024	1,542,437.52	0.00	1,542,437.52
2025	1,541,937.52	0.00	1,541,937.52
2026	1,544,687.52	0.00	1,544,687.52
2027	1,545,437.52	0.00	1,545,437.52
2028	1,544,187.52	0.00	1,544,187.52
2029	1,540,937.52	0.00	1,540,937.52
2030	1,540,687.52	0.00	1,540,687.52
2031	1,543,187.52	0.00	1,543,187.52
2032	1,543,187.52	0.00	1,543,187.52
2033	1,540,687.52	0.00	1,540,687.52
2034	1,540,687.52	0.00	1,540,687.52
2035	1,542,937.52	0.00	1,542,937.52
2036	1,544,337.52	0.00	1,544,337.52
2037	1,543,737.52	0.00	1,543,737.52
2038	1,541,137.52	0.00	1,541,137.52
2039	1,544,831.26	0.00	1,544,831.26
2040	1,541,050.02	0.00	1,541,050.02

State of Illinois)
) SS
County of McLean)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of McLean, Illinois, and as such official I do further certify that on the ____ day of December, 2023, there was filed in my office a duly certified copy of a Resolution, numbered 2023-_____, and entitled:

A RESOLUTION ABATING ALL OR A PORTION OF THE TAXES HERETOFORE LEVIED TO PAY DEBT SERVICE ON CERTAIN GENERAL OBLIGATION BONDS OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

(the "Resolution") duly adopted by the City Council of the City of Bloomington, McLean County, Illinois (the "City"), on the _____ day of December 2023, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the payment of the City's outstanding general obligation bonds, as described in the Resolution, will be abated as provided in the Resolution.

In Witness Whereof I hereunto affix my official signature and the seal of said County this ____ day of December 2023.

_____
County Clerk

[Seal]

RESOLUTION NO. 2023 - _____

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, Ordinance No. 2003 – 125, and Ordinance No. 2015 - 50 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to enter into an agreement the "*Lease*" with the Public Building Commission to lease a portion of the old Champion Building and to expand the parking garage, passed November 13, 2001, December 22, 2003, and July 27, 2015; and

WHEREAS, pursuant to the authority of said home rule ordinances and provisions of all ordinances relating thereto, the City levied taxes to be extended against all the taxable property within the City of Bloomington for the year 2023, payable in the year 2024 to make rental payments due under the Lease; and

WHEREAS, although the City levied $930,410.00 for the year 2023 to make payments due under the Lease in 2024, the amount of the City's rental payment due under the Lease in 2024 is $465,205; 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 such rental payment.

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

Section 1. *Incorporation of Preambles*. The City Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true, and correct and does incorporate them into this Resolution by this reference.

Section 2. *Abatement of Tax*. That the levy against taxable property in the City of Bloomington for the year 2023, payable in 2024 of $930,410.00 on account of the Lease is hereby abated in its entirety, 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 2023.

Section 3. *Filing of Resolution*. 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.

Section 4. *Effective Date*. This Resolution shall be in full force and effect forthwith upon its passage by the City Council and signing and approval by the Mayor.

PASSED this 11th day of December 2023.

APPROVED this ___ day of December 2023.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such official I do further certify that on the ____ day of December 2023, there was filed in my office a duly certified copy of a Resolution, numbered 2023-_____, and entitled:

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

(the "*Resolution*") duly adopted by the City Council of the City of Bloomington, McLean County, Illinois (the "*City*"), on the _____ day of December 2023, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the payment of rent payable under the Lease Agreement, as described in the Resolution, will be abated as provided in the Resolution.

In Witness Whereof I hereunto affix my official signature and the seal of said County this ____ day of December 2023.

_____
County Clerk

[Seal]

2023 Tax Levy Abatements

Debt	2023 Levy Amount as per County Clerk	Abated these Resolutions	Balance to be Levied for 2023
PBC Lease	$ 930,410.00	$ 930,410.00	$ -
2014A & 2014B Bonds	$ 1,972,592.50	$ 1,972,592.50	$ -
2018A GO Refunding Bond	$ 1,436,609.25	$ 1,436,609.25	$ -
2021A GO Refunding	$ 1,007,138.30	$ -	$ 1,007,138.30
2022 GO Bonds	$ 1,541,187.52	$ 864,980.82	$ 676,206.70
Total	$ 6,887,937.57	$ 5,204,592.57	$ 1,683,345.00

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:
Complete if a purchase is $5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State, or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: 5696 Scientel Solutions LLC	**Amount:** $ 352,960.21	**Date:** 11/29/2023

Description of item/services:
This is for a three-year agreement with Scientel Solutions for the maintenance and support of the City's video security cameras and their associated wireless radio links.

Justification:
Ensuring public safety and the smooth functioning of Bloomington City requires a robust security camera network. The goal of this agreement is to provide comprehensive support for our camera system, maintaining its optimal performance. With over 270 cameras in place, our current resources struggle to upkeep this system effectively. Scientel brings technical expertise, a team of skilled technicians, necessary equipment, live monitoring, and a responsive troubleshooting system to fully support Bloomington City's security camera and Point-to-Point (PtP) network.

Scientel's recent engineering and installation of the wireless radios, coupled with their extensive knowledge of the system, guarantee top-notch support and performance. Additionally, their preparedness with spare radio equipment translates to cost savings for us and ensures maximum uptime. Our past experiences attest to Scientel's exceptional quality of work and reliability.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Craig McBeath 11/29/2023 | 9:41 AM CST
(Name & Signature of Department Director or Designee ***Approving***) **Date**

SECTION C –TO BE COMPLETED BY THE PROCUREMENT OFFICE:
Based on the information provided in Section A and attached supporting documents,
I concur ☒ / do not concur ☐ (see below) with the purchase to be a Limited Source.
Do not concur for the following reason(s):
Click or tap here to enter text.

Carla Murillo 11/29/2023 | 11:04 AM CST
(Name & Signature of Purchasing Agent or Designee) Date