

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
OCTOBER 28, 2024



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 allotted 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 - Jeff Jurgens

Sr. Deputy City Manager - Billy Tyus

Deputy City Manager - Sue McLaughlin

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, OCTOBER 28, 2024, 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. Presentation of the City of Bloomington Police Department Police Officer Commission Certificates to Officer Matthew Tribley, Officer Khyle Hosh, and Officer Spencer Busch Upon Completion of Their Probationary Period, as requested by the Police Department. (Recommended Motion: None; Presentation only.) (Presentation by Jamal Simington, Police Chief.)
 - B. Presentation of the Winners of the 2024 City of Bloomington Beautification Awards, as requested by the Citizens' Beautification Committee. (Recommended Motion: None; presentation only.) (Presentation by Jeff Hindman, Superintendent of Park Maintenance; and Gina Lavazza, Committee Chair, 5 minutes; and City Council Discussion, 5 minutes.)
 - C. Recognition of Board & Commission Reappointments, 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. Public Hearings**
 - 7.A. **POSTPONED TO 12/9/2024 COUNCIL:** Public Hearing on an Annexation Agreement with Aruthra, LLC, for Property Generally Located North of the Intersection of Fox Creek Road and St. Ivans Circle, PIN: 21-18-153-009, as requested by the Economic & Community Development Department.
- 8. 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 September 23, 2024 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 \$11,385,843.34, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*
- D. Consideration and Action on a Resolution Approving the Purchase of Syngenta, BASF, and ENVU (Bayer) Chemicals from Marubeni America Corporation, d/b/a Helena Agri Enterprises, LLC, in an Amount Not to Exceed \$220,000, as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Resolution be approved.)*
- E. Consideration and Action on a Resolution Approving the Purchase of Additional Property Insurance Premium/Coverage for the Recently Acquired 1706 Morrissey Drive, from Arthur Gallagher Risk Management Services, LLC, in the Amount of \$18,411, as requested by the Human Resources Department. *(Recommended Motion: The proposed Resolution be approved.)*
- F. Consideration and Action on a Resolution Approving (1) the Purchase of a 2024 Vermeer SC70TX Stump Grinder and a 2024 Vermeer BC-1800XL Chipper from Vermeer Midwest, in the Amount of \$166,546.48; and, (2) Approving the Surplus Property Trade-in of the 1995 Vermeer Stump Grinder and the 2003 Vermeer Wood Chipper, as requested by the Parks & Recreation Department and the Parks & Recreation Department. *(Recommended Motion: The proposed Resolution be approved.)*
- G. Consideration and Action to Approve a Resolution Approving a Change Order for the Fiscal Year 2025 Bloomington Ice Arena and Lincoln Parking Facilities Camera Project from Scientel Solutions, LLC, in the Amount of \$25,004.55, as requested by the Information Technology Department. *(Recommended Motion: The proposed Resolution be approved.)*
- H. Consideration and Action on a Resolution Approving an Agreement with Donohue & Associates, Inc., for a Study to Evaluate the Conversion of the Existing Electrical System at the Water Treatment Plant, in an Amount Not to Exceed \$75,000, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*
- I. Consideration and Action on a Resolution Approving an Agreement with Evergreen FS, from November 1, 2024, through October 31, 2025, for Citywide Gasoline & Diesel Fuel (Bid #2025-16), in an Amount Not to Exceed \$2,000,000, with the Option of Four One-Year Renewals, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Resolution be approved.)*
- J. Consideration and Action on a Resolution Approving an Intergovernmental Agreement Between the City of Bloomington, the Town of Normal, and the County of

McLean, IL for the 2025 Byrne Justice Assistance Grant Program Award (Grant #13686637), as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

- K. Consideration and Action on a Resolution Approving the Waiver of Certain Municipal Permit Fees for the Construction of the Proposed New Boys & Girls Club of Bloomington Normal at Sunnyside Park, as requested by the Administration Department. (Recommended Motion: The proposed Resolution be approved.)
- L. Consideration and Action on a Resolution Approving a Worker's Compensation Settlement Involving Former Bloomington Police Department Officer Robert McKinney, in the Amount of \$152,552.75, as requested by the Human Resources Department. (Recommended Motion: The proposed Resolution be approved.)
- M. Consideration and Action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2025, in the Amount of \$138,240, and 2) a Resolution Approving the Purchase of Solar LED Off-Grid Systems and LED Fixtures for Street Lighting, from Graybar, in the Amount of \$138,696.80, as requested by the Department of Operations & Engineering Services and the Parks & Recreation Department. (Recommended Motion: The proposed Ordinance and Resolution be approved.)
- N. Consideration and Action on an Ordinance Approving a Third Amendment to the Economic Incentive Agreement By and Between the City of Bloomington, Illinois, and Forgetful Friends, LLC, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)
- O. Consideration and Action on an Ordinance Approving a Special Use Permit for a School (Public) in the D-2 (Downtown Transitional) District, for the Property Located at 301 W. Washington Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

9. Regular Agenda

- A. Consideration and Action on a Resolution Approving an Engagement Agreement with Mesirow Financial, Inc., for Municipal Bond Advisory Services Related to the City's Potential Borrowing Needs, as requested by the Finance Department. (Recommended Motion: The proposed Resolution be approved.) (Presentation by Scott Rathbun Finance Director, 15 minutes; and City Council Discussion, 10 minutes.)

10. Finance Director's Report

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

11. City Manager's Discussion

12. Mayor's Discussion

13. Council Member's Discussion

14. Executive Session

15. 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: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the City of Bloomington Police Department Police Officer Commission Certificates to Officer Matthew Tribley, Officer Khyle Hosh, and Officer Spencer Busch Upon Completion of Their Probationary Period, as requested by the Police Department.

RECOMMENDED MOTION: None; Presentation only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: Recognizing the completion of the probationary period for Police Officers Matthew Tribley, Khyle Hosh, and Spencer Busch.

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: Darcy Hoffman, Office Associate

ATTACHMENTS:

[PD 1B Certificate - Tribley](#)

[PD 1C Certificate - Hosh](#)

[PD 1D Certificate - Busch](#)

City of Bloomington



Police Department

Police Officer's Commission

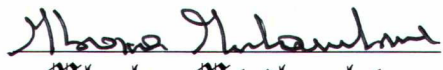
*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Matthew S. Tribley

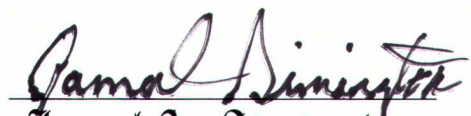
*Having been duly sworn
was appointed and commissioned a*

Police Officer

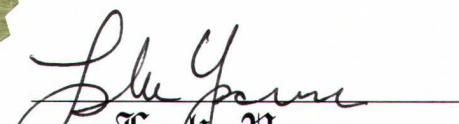
*On
the eighth of August, two thousand and twenty two.
As Evidence thereof, we set our hand and seal*


Mboka Mwilambwe
Mayor




Jamal A. Simington
Chief


Jeffrey R. Jurgens
City Manager


Leslie Vocum
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Khyle Q Hosh

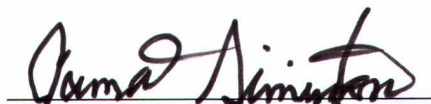
*Having been duly sworn
was appointed and commissioned a*

Police Officer

*On
the third of January, two thousand and twenty three.
As Evidence thereof, we set our hand and seal*


Mboka Mwilambwe
Mayor




Jamal A. Simington
Chief


Jeffrey R. Jurgens
City Manager


Leslie Vocum
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that

Spencer C Busch

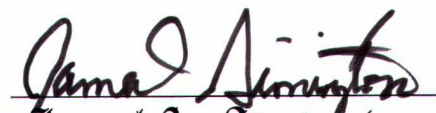
Having been duly sworn
was appointed and commissioned a

Police Officer

On
the sixth of March, two thousand and twenty three.
As Evidence thereof, we set our hand and seal


Mboka Mwilambwe
Mayor




Jamal A. Simington
Chief


Jeffrey R. Jurgens
City Manager


Leslie Vocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the Winners of the 2024 City of Bloomington Beautification Awards, as requested by the Citizens' Beautification Committee.

RECOMMENDED MOTION: None; presentation only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Each year the Citizen's Beautification Committee recognizes beautiful properties within the City by presenting persons or businesses responsible for said work and improvements an award. This year's Committee will recognize five residential properties and two non-residential properties.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The awards presented to the winners cost a total of \$455. The expense is paid from Park Maintenance-Other Supplies account (10014110-71190). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 183.

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: Jeff Hindman, Superintendent of Parks Maintenance



RECOGNITION/APPOINTMENTS ITEM NO. 5.C.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Board & Commission Reappointments , 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 reappointments are representative of City Council's approvals from the October 14, 2024, Council 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 Reappointments from 10/14/24 Council](#)



Reappointments

Cultural Commission:

- **Angelique Racki**

Public Safety & Community Relations Board:

- **William Bennett**



CONSENT AGENDA ITEM NO. 8.A.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the September 23, 2024 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, 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, minutes are available for public inspection and posted to the City's website within 10 days after 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: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B Draft Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, SEPTEMBER 23, 2024, 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom at 6:00 P.M. 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	Absent
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	Absent
Tom Crumpler	Council Member, Ward 9	Present

Recognition/Appointments

Item 5.A. Recognition of Residents Who Have Recently Obtained United States Citizenship, as requested by the Administration Department.

Michael Hurt, Chief Diversity & Inclusion Officer, gave a brief overview of the City's Welcoming Week and introduced Hannah Mesouani to share her story. She shared her immigration and citizenship story and expressed appreciation for the welcoming environment provided by the City, as well as the community's inclusivity.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. Monsignor Jason Gray emailed public comment. Monsignor Jason Gray, Matt Harr, Greg Koos, Grant Walch, and Surena Fish spoke in person.

Consent Agenda

City Clerk Leslie Yocum spoke to a scrivener's error that occurred in Item 7.D. The address associated to the Item read 2540 W. Washington and should have read 2405 W. Washington. City Clerk Yocum asked that if Council decided to move forward with the Item on the Consent Agenda the motion include Item 7.D. as amended.

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 Boelen made a motion, seconded by Council Member Hendricks, to approve the Consent Agenda with Item 7.D. as amended with the exception of Items 7.C. and 7.G.

Item 7.A. Consideration and Action on Approving Bills and Payroll in the Amount of \$13,196,889.04, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.B. Consideration and Action to Approve a Resolution to Enter into a Joint Funding Agreement and Resolution for Federally Funded Construction for Phase III Construction of Hamilton Road, from Commerce Parkway to Morrissey Drive, in the Amount of \$3,773,392.16, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)

Item 7.C. was pulled from the Consent Agenda by Council Member Ward.

Item 7.D. Consideration and Action on an Ordinance Annexing Property Commonly Known as ~~2540~~ 2405 W. Washington Street, Containing 30.81 Acres, More or Less, and Property Commonly Known as 1803 W. Washington Street, Containing 3.31 Acres, More or Less, and Approving a Zoning Map Amendment for Said Properties to the A (Agriculture) District and M-2 (General Manufacturing) Districts, Respectively, (PINs: 20-01-100-031 & 21-05-306-002), as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 071

AN ORDINANCE ANNEXING PROPERTY COMMONLY KNOWN AS 2405 W. WASHINGTON STREET, CONTAINING 30.81 ACRES, MORE OR LESS, AND PROPERTY COMMONLY KNOWN AS 1803 W. WASHINGTON STREET, CONTAINING 3.31 ACRES, MORE OR LESS, AND APPROVING A ZONING MAP AMENDMENT FOR SAID PROPERTIES TO THE A (AGRICULTURE) DISTRICT AND M-2 (GENERAL MANUFACTURING) DISTRICTS, RESPECTIVELY (PINs: 20-01-100-031 & 21-05-306-002)

Item 7.E. Consideration and Action on an Ordinance Annexing Property Commonly Known as 2440 W. Washington Street, Containing 131.9 Acres, More or Less, and Approving a Zoning Map Amendment for Said Property to the A (Agriculture) District (PIN: 20-01- 300-004), as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 072

AN ORDINANCE ANNEXING PROPERTY COMMONLY KNOWN AS 2440 W. WASHINGTON STREET, CONTAINING 131.9 ACRES, MORE OR LESS, AND APPROVING A ZONING MAP AMENDMENT FOR SAID PROPERTY TO THE A (AGRICULTURE) DISTRICT (PIN: 20-01-300-004)

Item 7.F. Consideration and Action on an Ordinance Expressing Official Intent Regarding Certain Capital Expenditures to be Reimbursed from Proceeds of an Obligation to be Issued by the City of Bloomington, in an amount not to exceed \$138,500,000, as requested by the Finance Department and the Water Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 073

AN ORDINANCE EXPRESSING OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF AN OBLIGATION TO BE ISSUED BY THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Item 7.G. was pulled from the Consent Agenda by Council Member Montney.

Item 7.H. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2025, to Increase the Community Development Block Grant (CDBG) Budget, in the Amount of \$105,471.50, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 075

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2025, TO INCREASE THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BUDGET IN THE AMOUNT OF \$105,471.50

Item 7.I. Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Use Tables, Definitions, Streamlining the Development Review Process, Modification Process for General Provisions, Administrative Procedures, and Clarifications of Permitted Encroachments, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 076

AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE ZONING CODE OF THE CITY OF BLOOMINGTON [CHAPTER 44] RELATING TO USE TABLES, DEFINITIONS, STREAMLINING THE DEVELOPMENT REVIEW PROCESS, MODIFICATION PROCESS FOR GENERAL PROVISIONS, ADMINISTRATIVE PROCEDURES, AND CLARIFICATIONS OF PERMITTED ENCROACHMENTS

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Items Pulled from the Consent Agenda

The following Item was pulled from the Consent Agenda by Council Member Ward:

Item 7.C. Consideration and Action on a Resolution to Authorizing a Contract with Playcore Wisconsin, Inc. c/o Cunningham Recreation for the Purchase and Installation of Two Playgrounds, in the Amount of \$272,397.70, as requested by the Parks & Recreation Department.

Council Member Ward congratulated Northpoint Elementary on the playground and thanked Ward 7 residents for their efforts and advocacy for the equipment at White Oak Park.

Council Member Ward made a motion, seconded by Council Member Hendricks, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

RESOLUTION NO. 2024 – 051

A RESOLUTION AUTHORIZING A CONTRACT WITH PLAYCORE WISCONSIN INC C/O CUNNINGHAM RECREATION FOR PURCHASE AND INSTALLATION OF 2 PLAYGROUNDS IN THE AMOUNT OF \$272,397.70

The following Item was pulled from the Consent Agenda by Council Member Montney:

Item 7.G. Consideration and Action on an Ordinance Expressing Official Intent Regarding Certain Capital Expenditures to be Reimbursed from Proceeds of an Obligation to be Issued by the City of Bloomington, in an amount not to exceed \$21,000,000, as requested by the Finance Department.

Council Member Montney expressed her support for the Public Works move to the old Owen's Nursery property. She shared that she would appreciate a report of the City's debt.

City Manager Jeff Jurgens clarified that Items 7.F. and 7.G. do not approve bonds but instead sets up reimbursement processes. Scott Rathbun, Finance Director, then clarified the regulations surrounding bonds and stated that the Ordinance was necessary to associate expenditures with bonds to maintain tax exemption.

Council Member Montney made a motion, seconded by Council Member Boelen, to approve as presented.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

ORDINANCE NO. 2024 – 074

AN ORDINANCE EXPRESSING OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF AN OBLIGATION TO BE ISSUED BY THE CITY OF BLOOMINGTON, IN AN AMOUNT NOT TO EXCEED \$21,000,000

Regular Agenda

The following Item was presented:

Item 8.A. Consideration and Action on a Recommendation by the Planning Commission to Designate the Structures of Holy Trinity Church and Holy Trinity Rectory, Located at 704 N. Main Street, as "Local Historic Landmarks" and to have the S-4 (Historic Preservation District) Overlay Zoning Designation Applied to the Subject Property, including Either Adoption of an Ordinance Approving the Designation or Adoption of a Resolution Rejecting the Designation, as requested by the Historic Preservation Commission.

Council Member Crumpler stressed the importance of the Item and having full Council input on the decision.

Council Member Hendricks made a motion, seconded by Council Member Ward, to postpone the Item to the October 14, 2024, Council meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Danenberger, Hendricks, Ward, Crumpler

NAYS: Boelen, Montney, Becker

Motion carried.

Item 8.B. Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 29 Section 197 Regarding Towing of Vehicles, as requested by the Finance Department.

City Manager Jurgens provided a brief overview of the Item. Finance Director Rathbun stated there was over \$350,000 of parking citation debt, with over \$100,000 owed by 47 individuals. He stated that the proposed solution would initiate a Towing Program to maintain control of the debt at the lowest cost to the City and offenders. He stressed that City Code changes were necessary to provide a process to remedy the issue. He discussed noticing and community education on the Program start date and contact information regarding services.

Council Member Hendricks asked if the additional information regarding the payment plans and options would come before Council prior to enforcement. City Manager Jurgens stated payment plans would be handled by staff internally, but staff were working to cut out penalties.

Council Member Danenberger asked whether there would be an open bid process for towing companies. City Manager Jurgens and Director Rathbun explained that further discussion would be required to determine the current towing contract terms.

Council Member Ward and Director Rathbun discussed how the largest violator owed approximately \$7,000 in penalties for parking violations. Director Rathbun explained the penalty progression noting that once sent to collections, there was a 30% collection fee.

Council Member Hendricks, Director Rathbun, and City Manager Jurgens discussed process and policy.

Council Member Boelen shared her thoughts regarding ticketing procedures.

Council Member Boelen made a motion, seconded by Council Member Ward, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Montney, Danenberger, Becker, Ward, Crumpler

NAYES: Hendricks

Motion carried.

ORDINANCE NO. 2024 - 077

AN ORDINANCE AMENDING THE CITY OF BLOOMINGTON TOWING ORDINANCE

The following Item was presented:

Item 8.C. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 29 (Motor Vehicles and Traffic) Increasing Downtown Parking Time Limits From 90-Minutes to Two Hours on Certain Streets, as requested by the Administration Department.

Senior Deputy City Manager Billy Tyus briefly mentioned concerns from Downtown merchants regarding parking time limitations.

Council Member Hendricks made a motion, seconded by Council Member Boelen, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

ORDINANCE NO. 2024 - 078

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 29 (MOTOR VEHICLES AND TRAFFIC) INCREASING DOWNTOWN PARKING TIME LIMITS FROM 90-MINUTES TO TWO HOURS ON CERTAIN STREETS

Finance Director's Report

Scott Rathbun, Finance Director, presented the Fiscal Year ("FY") Financial Summary as of August 31, 2024. He highlighted revenues, compared last year's figures, and discussed year-to-date figures and encumbrances. He noted changes made to a few line items for FY2025, General Fund Revenues and Expenditures, and Enterprise Funds. He highlighted the Arena Fund and noted both the Facilities and Entertainment Divisions. Sr. Deputy City Manager Tyus reiterated the seasonality of Arena facilities.

Council Member Montney asked about the prior year's financial results for the Arena. Director Rathbun discussed the results.

City Manager's Discussion

City Manager Jeff Jurgens expressed appreciation to Jeff Hindman, Superintendent of Park Maintenance, David Lamb, Asst. Director of Parks & Recreation, and their staff for their efforts within the community. He highlighted that Asst. Police Chief Chad Wamsley graduated from the FBI National Academy in September. He then noted Water Department infrastructure updates and upcoming Free Fall Bulk Pick-Up. He briefly noted upcoming Council items. Sr. Deputy City Manager Tyus highlighted several weekend events such as the Farmer's Market, Grossinger Motors Arena Marlon Wayans concert and the Kevin Gates show at the BCPA.

Mayor's Discussion

Mayor Mwilambwe highlighted the upcoming ribbon-cutting ceremony for the Ferrero Kinder Bueno production facility.

Council Member's Discussion

Council Member Crumpler mentioned the recent appointment of Marty Hickman as the Interim CEO of the Bloomington-Normal Convention Bureau and efforts made to bring more diverse acts to the City. He shared feedback regarding the updates at Clearwater Park.

Executive Session

No Executive Session was held.

Adjournment

Council Member Hendricks made a motion, seconded by Council Member Boelen, to adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried (viva voce).

The meeting adjourned at 7:11 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.B.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$11,385,843.34, 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 \$11,385,843.34 (Payroll total \$3,373,752.49 Accounts Payable total \$7,885,939.87, and Bank Transfers total \$126,150.98).

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: Sheryl McDaniel, Accountant

ATTACHMENTS:

[FIN 1B Council Finance Summary Report](#)

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
10/18/2024	\$ 2,745,153.42	\$ 628,352.01	\$ 3,373,505.43
			\$ -

Off Cycle Adjustments	\$ 229.50	\$ 17.56	\$ 247.06
	PAYROLL TOTAL	\$	3,373,752.49

ACCOUNTS PAYABLE (WIRES)

PCARDS

Date	Bank	Total	
10/28/2024	AP General	\$ 7,073,836.20	
10/28/2024	AP JMScott	\$ -	
10/28/2024	AP Comm Devel	\$ 1,895.00	
10/28/2024	AP IHDA	\$ 42,079.00	
10/28/2024	AP Library	\$ 29,561.98	
10/28/2024	AP MFT	\$ 3,031.17	
10/17/24-10/22/24	Out of Cycle AP	\$ 735,536.52	
09/03/24-10/09/24	AP Bank Transfers	\$ 126,150.98	
	AP TOTAL	\$ 8,012,090.85	
			PCARD TOTAL \$0.00

GRAND TOTAL	\$ 11,385,843.34
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Appointments to Boards & Commissions , as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointments 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: Applications are on file in the Administration Office. The Mayor of the City of Bloomington asks Council concurrence in the appointment of:

Bloomington Housing Authority: Tim Brock's and Orman Jones' appointments are effective immediately, with an expiration date of 04-30-25.

Library Board of Trustees: Ashlee Sang's appointment is effective immediately, with an expiration date of 04-30-26.

Zoning Board of Appeals: John Poling's and Matt Steinkoenig's appointments are effective immediately, with an expiration date of 04-30-26.

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

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 2C Boards & Commissions Roster](#)

BLOOMINGTON HOUSING AUTHORITY ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Housing Authority Board	Contact	Jeremy	Hayes				false
Hold Over	Housing Authority Board	Vice Chariman	Arthur	Haynes	4/30/2024	4/22/2019	2015	true
Vacant	Housing Authority Board	Commissioner			4/30/2025			
Vacant	Housing Authority Board				4/30/2025			
Active	Housing Authority Board	Board Member	Ina	Perkins	4/30/2026	4/12/2021	2021	false
Active	Housing Authority Board	Chair	Betty	Middleton	4/30/2027	5/23/2022	2019	true
Active	Housing Authority Board	Board Member	Diana	Lewis	4/30/2029	4/22/2024	2024	true

LIBRARY BOARD OF TRUSTEES ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Library Board of Trustees	Staff Advisor	Jeanne	Hamilton				false
Active	Library Board of Trustees	Trustee	Alicia	Henry	4/30/2025	4/25/2022	2016	true
Active	Library Board of Trustees	Trustee	Georgene	Chissell	4/30/2025	6/10/2024	2024	true
Active	Library Board of Trustees	Trustee	Craig	McCormick	4/30/2025	6/24/2024	2024	true
Active	Library Board of Trustees	Treasurer	John	Argenziano	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	President	Catrina	Parker	4/30/2026	4/24/2023	2018	true
Vacant	Library Board of Trustees				4/30/2026			
Active	Library Board of Trustees	Secretary	Dianne	Hollister	4/30/2027	4/8/2024	2017	true
Active	Library Board of Trustees	Vice President	Matthew	Watchinski	4/30/2027	4/8/2024	2018	true
Active	Library Board of Trustees	Trustee	Sharon	Zeck	4/30/2027	4/22/2024	2024	true

ZONING BOARD OF APPEALS ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Zoning Board of Appeals	Staff Liaison	Jon	Branham		1/24/2024		
Active	Zoning Board of Appeals	Board Member	Nikki	Williams	4/30/2025	5/23/2022	2020	false
Active	Zoning Board of Appeals	Board Member	Zachary	Zwaga	4/30/2025	7/11/2022	2022	true
Active	Zoning Board of Appeals	Chair	Michael	Straza	4/30/2026	8/28/2023	2020	true
Active	Zoning Board of Appeals	Board Member	Victoria	Harris	4/30/2026	8/28/2023	2017	true
Vacant	Zoning Board of Appeals				4/30/2026			
Vacant	Zoning Board of Appeals				4/30/2026			
Active	Zoning Board of Appeals	Board Member	Terry	Ballantini	4/30/2027	5/13/2024	2018	true



CONSENT AGENDA ITEM NO. 8.D.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the Purchase of Syngenta, BASF, and ENVU (Bayer) Chemicals from Marubeni America Corporation, d/b/a Helena Agri Enterprises, LLC, in an Amount Not to Exceed \$220,000, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The City's golf courses are considered to be some of the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4 ½-star rating (out of 5) which places it alongside only six other courses in the state of Illinois in the same fee category to receive the honor. Prairie Vista received a 4-star rating while Highland Park received a 3½-star rating. Golf Digest also voted Bloomington/Normal the fifth best city to live for golf in the country. The courses regularly host events from throughout the state, most notably, the Illinois High School State Finals (IHSA) held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, we need to continue providing quality playing surfaces.

One of the primary factors in providing quality playing surfaces is to keep the turf free from disease and insects, which if left untreated, have the potential to do significant damage causing damage to both the image of the courses and revenues. Best practices in the golf industry show the most efficient manner to treat turf diseases and insects is to do so in a preventative manner which minimizes chemical usage while also providing the desired turf protection.

Each year Syngenta, BASF, and ENVU offer an early order program that allows golf courses the opportunity to lock in next year's prices at discounted rates while also offering rebate incentives. Syngenta, BASF, and ENVU are the three leading primary manufacturers of chemical and fertilizer products utilized in the management of turfgrass in the golf industry. Through best practices, the golf course maintenance staff has found the products from these companies to provide the desired effects in order to provide a high level of playing conditions demanded by our golfing public. Helena Chemical has become a valued partner over their years of service to our golf operation. Helena Chemical currently provides products and services to the following municipalities and golf courses: Normal, Decatur, Peoria, Springfield,

Champaign, and Quincy, as well as Weibring Golf Club at Illinois State University and at Crestwicke Country Club in Bloomington. Entering into the early order program also guarantees the discounted price for any additional products from these manufacturers purchased during 2025. Additionally, by participating in the early order program we are offered extended payment terms with payment not due until mid-June on all early order purchases.

Syngenta, BASF, and ENVU engage the assistance of locally recognized quality turf distributors to assure the delivery, service, and billing of their products. These companies operate using an agency pricing model, meaning the price of their chemicals is exactly the same regardless of the distributor chosen. These distributors are contractually obligated to offer these products at set agency prices. For 2025, we intend to utilize Marubeni America Corporation, d/b/a Helena Chemical, which is located in Warrensburg, IL. Helena Chemical will store the products on their site and deliver them to us on an as-needed basis saving us space in our golf maintenance facilities. Helena Chemical's local dealership manager is a certified golf course superintendent who has worked diligently for us over the years to help improve our golf courses.

There is no statewide or national contract available for the procurement of these chemicals. The deadline to enter this program is December 10, 2024. However, maximum discounts are given when products are ordered by October 31st. While other "turf" chemicals are available, our experience is the cost savings realized in the "unit price" of the purchase price are lost as a result of the additional applications that are needed to be as effective as the Syngenta, BASF, and ENVU products have proven through years of field experience. These products provide the weed, fungus, and insect-free turf that our customers expect to have when using our City golf courses. Staff is requesting to continue to participate in the Early Order Program for an amount of up to \$220,000 with an approximate savings of \$25,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is a FY 2026 Budget Item. The golf courses annually spend approximately \$220,000 on chemicals and conservatively will realize savings of approximately \$25,000 by participating in this early buy program. If approved, budgeted funds will be included in the FY 2026 Proposed Budget in Highland Park-Other Repair & Maintenance account (56406400-70590), Prairie Vista-Other Repair & Maintenance account (56406410-70590) & The Den at Fox Creek Golf Course-Other Repair & Maintenance account (56406420-70590).

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 CF-1 (Continue to provide quality public facilities and services), Objective CF-1.2 (Ensure the community facilities provide the greatest cost-benefit ratio to the population served)

Respectfully submitted for consideration.

Prepared by: Jason Wingate, Superintendent of Golf

ATTACHMENTS:
[P&R 1B Resolution](#)

P&R 1C Resolution Exhibit A - Early Order Program
P&R 1D Resolution Exhibit B - Letter of Understanding
P&R 1E Limited Source Justification Form

RESOLUTION NO. 2024 - ____

A RESOLUTION APPROVING THE PURCHASE OF SYNGENTA, BASF, AND ENVU (BAYER) CHEMICALS FROM MARUBENI AMERICA CORPORATION, D/B/A HELENA AGRI ENTERPRISES, LLC, IN AN AMOUNT NOT TO EXCEED \$220,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of Syngenta, BASF, and ENVU (Bayer) Chemicals ("PURCHASE") from Marubeni America Corporation, d/b/a Helena Agri Enterprises, LLC, based on the early order program breakdown (Exhibit A), in an amount not to exceed \$220,000; and

WHEREAS, the City's golf courses are considered among the finest in downstate Illinois; and

WHEREAS, in order to maintain our courses in a manner that is consistent with the expectations of our customers, we need to continue providing quality playing surfaces, including keeping the turf free from disease and insects, which if left untreated, have the potential to do significant damage causing damage to both the image of the courses and revenues. Best practices in the golf industry show the most efficient manner to treat turf diseases and insects is to do so in a preventative manner which minimizes chemical usage while also providing the desired turf protection; and

WHEREAS, each year Syngenta, BASF, and ENVU offer an early order program that allows golf courses the opportunity to lock in next year's prices at discounted rates while also offering rebate incentives; entering into the early order program also guarantees the discounted price for any additional products from these manufacturers purchased during 2025. Additionally, by participating in the early order program, we are offered extended payment terms with payment not due until mid-June on all early order purchases (Exhibit B); and

WHEREAS, the PURCHASE includes chemical products that provide the weed, fungus, and insect-free turf that our customers expect to have when using our City golf courses; and

WHEREAS, the City Council finds it in the best interest of the City to approve the purchase.

NOW THEREFORE, BE IT RESOLVED 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 City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

PASSED this 28th day of October 2024.

APPROVED this ____ day of October 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



--- 2025 EARLY ORDER PROGRAM ---

FOUNDATION BUILDER

START SIMPLE. PLAN SMART. SAVE BIG.

INNOVATION ACROSS THE COURSE

Stock up and save on fungicides,
herbicides and more.

MAX OUT YOUR FAIRWAYS

Add the new Aramax™ Intrinsic®
brand fungicide to your program.

EARN REBATES UP TO **33%**

Design your own program.
Buy early and save big.

Start your season strong with the powerful combination of innovation and savings.
The BASF Early Order Program simplifies the planning process by helping you easily
stock up on the most advanced chemistries on the market with industry-leading rebates.

YOUR PROGRAM. BUILT YOUR WAY.

Build a strong foundation for the year ahead by **spending \$3,000 on qualifying Design-Your-Own Program (DYOP) fungicides** and save more as your order grows.¹

		Qualifying Purchase Levels	Oct. 1 - Oct. 31 Earned Incentive %	Nov. 1 - Dec. 6 Earned Incentive %	Brands Required to Achieve Tier
1	Select your qualifying fungicide brand(s).	Par \$3,000 - \$7,999	8%	3%	1
2	Order at least \$3,000 to start saving.	Birdie \$8,000 - \$19,999	14%	6%	Any 3 DYOP brands
3	Order in October to lock in the highest rebates.	Eagle \$20,000 - \$29,999	17%	9%	Any 3 DYOP brands
		Albatross \$30,000 - \$39,999	20%	10%	Any 3 DYOP brands
		Ace \$40,000+	24%	12%	Any 3 DYOP brands
		Extended payment terms to June 10, 2025			
		Qualify for Eagle level with three (3) DYOP brands at \$20,000 and automatically earn the full 12% rebate on Across-the-Course purchases.			

MAXIMIZE

FAIRWAY DISEASE CONTROL

Introducing **Aramax™ Intrinsic®** brand fungicide. An MVP of fairway disease control designed to defend against 26 of the toughest turf foes including snow mold, large patch, brown patch, and dollar spot.



THE MAX OUT KICKER

ADD ARAMAX INTRINSIC BRAND FUNGICIDE AND EARN REBATES² OF:

6% When you order 2.5 - 5 gallons
on Aramax purchases only

OR

9% When you order 7.5+ gallons
on Aramax purchases only

DESIGN-YOUR-OWN PROGRAM QUALIFYING FUNGICIDES

Product	Package	Redemption Value	Quantity	Total
Aramax™ Intrinsic® brand fungicide	2 x 2.5 gal	\$5,165.00		
Emerald® fungicide	10 x 0.49 lb	\$1,215.20		
Encartis® fungicide	2 x 2.5 gal	\$665.00		
Honor® Intrinsic brand fungicide	6 x 3 lb	\$3,456.00		
Honor Intrinsic brand fungicide	1 x 36 lb	\$5,004.00		
Insignia® SC Intrinsic brand fungicide	4 x 30.5 fl oz	\$2,257.00		
Insignia SC Intrinsic brand fungicide	2 x 2.5 gal	\$7,375.00		
Lexicon® Intrinsic brand fungicide	4 x 21 fl oz	\$2,478.00		
Maxtima® fungicide	4 x 26 fl oz	\$936.00		
Maxtima fungicide	2 x 2.5 gal	\$4,620.00		
Navicon® Intrinsic brand fungicide	4 x 37 fl oz	\$2,257.00		
Navicon Intrinsic brand fungicide	2 x 2.5 gal	\$7,175.00		
Xzemplar® fungicide	2 x 114 fl oz	\$3,534.00		
Xzemplar fungicide	4 x 11.4 fl oz	\$824.00		
		SUBTOTAL:		

Create a foundation of versatility with our extensive selection of chemistries that drive results across your course. **Spend just \$3,000 to start earning rebates of 4% on Across-the-Course Solutions³** and earn larger rebates as your order grows.

ACROSS-THE-COURSE SOLUTIONS (HERBICIDES, ORNAMENTAL AND MORE):

1	Order at least \$3,000 to start saving.	Qualifying Purchase Levels (Excluding DYOP fungicides)	Oct. 1 - Dec. 6 Earned Incentive %
2	Earn a 12% rebate by reaching \$20,000 in total purchases.	Wedge \$3,000 - \$7,999	4%
3	Buy now and don't pay until June 10, 2025. ⁴	Iron \$8,000 - \$19,999	6%
		Driver \$20,000+	12%

Product	Package	Redemption Value	Quantity	Total
Fungicides				
Orkestra® Intrinsic® brand fungicide	4 x 16 fl oz	\$684.80		
Pageant® Intrinsic brand fungicide	4 x 1 lb	\$452.00		
Pillar® G Intrinsic brand fungicide	30 lb bag	\$110.63		
Pillar G Intrinsic brand fungicide	15 lb bag	\$59.63		
Herbicides				
Basagran® T&O herbicide	2 x 1 gal	\$127.50		
Drive® XLR8 herbicide	4 x 0.5 gal	\$228.13		
Drive XLR8 herbicide	2 x 2.5 gal	\$529.69		
FreeHand® 1.75G herbicide	1 x 50 lb	\$113.50		
Pendulum® 2G herbicide	40 lb bag	\$90.00		
Pendulum 2G herbicide	20 lb bag	\$51.25		
Pendulum AquaCap herbicide	2 x 2.5 gal	\$290.63		
Pendulum AquaCap herbicide	1 x 15 gal	\$1,035.00		
Pylex® herbicide	4 x 4 fl oz	\$1,472.00		
Segment® II herbicide	2 x 2.5 gal	\$1,625.00		
Tower® herbicide	2 x 2.5 gal	\$2,100.00		
Insecticides				
Alucion® 35 WG insecticide	10 x 2.375 lbs	\$2,565.00		
Ventigra® insecticide	4 x 20 fl oz	\$1,328.00		
Sultan® miticide	4 x 0.125 gal	\$725.00		
Amdro® Pro fire ant bait	1 x 25 lbs	\$593.75		
Siesta® insecticide fire ant bait	15 lbs	\$289.13		
Colorants				
Admiral® lake colorant	4 x 1 gal	\$267.50		
Black Onyx lake & pond colorant	4 x 1 gal	\$455.00		
Green Lawnger® turf colorant	2 x 2.5 gal	\$400.00		
Green Lawnger Transition HC turf colorant	4 x 1 gal	\$835.00		
Green Lawnger Vision Pro turf colorant	4 x 1 gal	\$750.00		
Spray Indicators				
Turf Mark spray indicator - blue	12 x 0.25 gal	\$262.50		
Turf Mark spray indicator - blue	1 x 30 gal	\$1,650.00		
Turf Mark spray indicator - blue	2 x 2.5 gal	\$293.75		
		SUBTOTAL:		

- The Par rebate tier (8% in Oct, 3% Nov. 1 – Dec. 6) will be applied to Design-Your-Own Program purchases. No requirement for number of brands purchased.
- The 6% and 9% Aramax “Max Out” Kicker will only be applied to Aramax Intrinsic brand fungicide purchases at specified volumes.
- The 4% Wedge rebate will be applied to Across-the-Course Solutions purchases. No requirement for number of brands purchased.
- All agency products invoiced between October 1, 2024 and December 31, 2024 will receive June 10, 2025 terms for the end user. Across-The-Course Solutions agency products include: Alucion 35 WG insecticide, FreeHand 1.75G herbicide, Orkestra Intrinsic brand fungicide, Pageant Intrinsic brand fungicide, Pendulum AquaCap herbicide 15-gal, Pylex herbicide, Sultan miticide, Tower herbicide and Ventigra insecticide.

**START SIMPLE.
PLAN SMART.
SAVE BIG.**

Additional Program Details and Qualifications: All Agency products are sold on behalf of BASF. All sales are final. No returns. Rebate will be based upon reported sales from the BASF Authorized Agent(s) and Distributor(s). The T&O EOP End-User Rebate program applies only to these Qualified End-User professionals: golf, L&L, sports turf, sod farms, municipalities, and parks & rec. Multiple sales orders for one customer are cumulative and will qualify if ordered between program dates and from any BASF Authorized Agent(s) and/or Distributor(s).

BASF reserves the right to cancel or modify this program at any time.

All products may not be registered for sale or use in all states. Please check with your state or local Extension Service. Alucion 35 WG insecticide, Aramax Intrinsic brand fungicide, FreeHand 1.75 herbicide, Pillar G Intrinsic brand fungicide, Siesta insecticide fire ant bait and Tower herbicide are not for sale, distribution and/or use in New York State.

Aramax is a trademark, and Admiral, Alucion, Amdro, Basagran, Drive, Emerald, Encartis, FreeHand, Green Lawnger, Honor, Insignia, Intrinsic, Lexicon, Maxtima, Navicon, Orkestra, Pageant, Pendulum, Pillar, Pylex, Segment, Siesta, Sultan, Tower, Ventigra, and Xzemplar are registered trademarks of BASF.

Always read and follow label directions.

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BETTERTURF.BASF.US/EOP**

**CONTACT YOUR DISTRIBUTOR TO START
BUILDING YOUR FOUNDATION TODAY.**

**Plan.
Save.
Thrive.**

ENHANCE
YOUR IMPACT
AND YOUR
SAVINGS

*Envu Early
Order program*

From October 1 to December 6, 2024, save in 5 different ways:

Off-invoice discounts, select product rebates, agronomic pairing incentives, Specticle Loyalty Bonus, FALL Purchase Tier Rebates

June 6, 2025, payment terms on Fall Solutions Agency purchases

Easily calculate your savings

Visit rewards.envu.us to enroll in our benefits-filled Rewards Program, plus download an easy-to-use calculator spreadsheet

It's no secret that the healthier your turf is, the better it stands up against stressors like traffic, weather, disease and pests. That's why at Envu, we're focused on providing you solutions that not only treat your turf, but help fortify its overall health above and below ground.



Sign up for My Envu Rewards. Visit rewards.envu.us

Master the unpredictable by staying ahead of it



Green Solution Team Agronomic Program Recommendations	Products	Minimum Qty	Rate 2 (oz/1000)	Acres Treated	Pairing Rebate**† (per unit)	Select Rebate**† (per unit)	Total Invoice*	Max Savings w/9% Purchase Tier***†
Greens Health A "one-two" punch for Pythium diseases. Helps control Pythium Root Rot, foliar Pythium, and summer decline.	Banol®	2	2	7.3	\$75	\$25	\$7,135.20 w/Signature XTRA"	20%
	Signature™ XTRA OR Chipco® Signature	24 OR 12	4	12.1	\$10		\$6,933.60 w/Chipco Signature"	17%
Snow Mold/Utility Consistent, industry-leading snow mold control plus the benefit of early spring green-up from Stressgard formulations.	Interface® Stressgard	6	4	11.0	\$25	\$25	\$3,940.00	25%
	Mirage® Stressgard	2	1	14.7	\$25			
Fairway Health Dynamic Fairway Solution for mid-summer stress.	Tartan® Stressgard	6	1.5	29.4	\$30	\$20	\$11,496.00	22%
	Exteris® Stressgard	16	4	29.4	\$45			
Fairy Ring Master Fairy Ring and other turf diseases.	Resilia™ Root Health Solution	4	4	8.0	\$30		\$5,741.48	12%
	Tartan Stressgard	2	2	7.3		\$20		

ADD any of the products below to the pairings above for even better performance

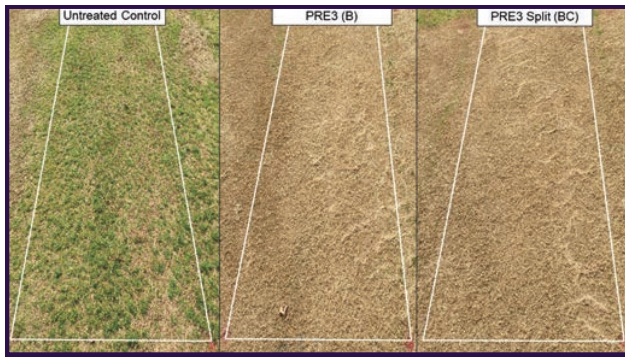


Products	Minimum Qty	Rate 2 (oz/1000)	Acres Treated	Pairing Rebate**† (per unit)	Select Rebate**† (per unit)
Resilia Root Health Solution	4	4	8	\$30	
Densicor®	4	0.196	23.9	\$35	\$35
Castlon™ (1 gal.)	1	0.18	16.3	\$50	

Note: If Resilia is added to Fairy Ring Pairing, no additional rebate is paid.

Additional Recommendations	Products	Minimum Qty	Rate 2 (oz/1000)	Acres Treated	Pairing Rebate**†† (per unit)	Select Rebate**†† (per unit)	Total Invoice*	Max Savings w/ 9% Purchase Tier***††
MiraCast A foundation for control of foliar and soilborne diseases and plant health.	Castlon	1 (1 gal. jug)	.09 - .36 fl. oz.	8.16 @ 0.36 fl.oz.			\$3,088.00	10.6%
	Mirage Stressgard	1 (2.5 gal. jug)	1 - 2 fl.oz.	7.35 @ 1 fl.oz.	\$50			
			0.6 fl. oz.	12.2 @ 0.6 fl.oz.*				

*See 0.6 fl.oz. for warm season greens for Mirage Stressgard 2(ee) recommendation for use directions



PRE3: Stay ahead of *Poa annua* and Save



SPECTICLE®
FLO



TRIBUTE®
TOTAL

Applying the PRE3 program in late fall provides proactive resistance management for maximum control of *Poa annua* across fairways and roughs all season long. Program is a tank mix of three sites of action Specticle FLO + Tribute Total + simazine. Earn rebates and save with Specticle FLO 1-6 unit price **\$100 lower** than in-season.

Additional Recommendations	Products	Minimum Qty	Rate 2 (oz/1000)	Acres Treated	Pairing Rebate**†	Select Rebate**†	Total Invoice*	Max Savings w/ 9% Purchase Tier***†
PRE3	Specticle FLO	2	0.138	42.6	+ Specticle Bonus see reverse		\$6,418.40	6.3%
	Tribute Total	6	0.023	35.9		\$30		

	Size	Qty	EOP Price*	Select Product Rebate**†	Available Pairing Rebate**†	Select, Pairing and Volume Discount Savings %***†	Saving % + Max Purchase Tier Rebate (9%)*††
Fungicides							
Banol®	2.5 gal. jug	1	\$1,254.00	\$25 (2 or more)	\$75	8%	17%
Chipco Signature Stressgard	11 lb. bottle	1 to 8 9+	\$392.80 \$368.80		\$10	0% 9%	9% 17%
Castlon	1 gal. jug	1	\$2,600.00		\$50	2%	11%
Castlon	1 pint bottle	1	\$366.50			0%	9%
Densicor	51 fl. oz. bottle	1	\$739.60	\$35 (1 or more)	\$35	9%	18%
Exteris Stressgard	2.5 gal. Jug	1	\$366.00		\$45	12%	21%
Fiata® Stressgard	2.5 gal. Jug	1	\$190.00	\$8 (10 or more)		4%	13%
Interface Stressgard	2.5 gal. jug	1 to 5 6+	\$561.00			0%	9%
			\$494.00	\$25 (6 or more)	\$25	21%	29%
Mirage Stressgard	2.5 gal. jug	1	\$488.00		\$75	15%	24%
Resilia	2.72 gal. jug	1	\$918.87		\$30	3%	12%
Signature XTRA Stressgard	5.5 lb. bottle	1 to 23 24+	\$210.40 \$192.80		\$10	0% 13%	9% 21%
Tartan Stressgard	2.5 gal. Jug	1 to 5	\$1,033.00	\$20 (2 or more)		2%	11%
		6+	\$940.00		\$30	12%	20%
Insecticides/Nematicides							
Altus®	64 oz. jug	1 to 15	\$428.40			0%	9%
		16 to 31	\$406.98			5%	14%
		32+	\$385.56			10%	18%
Indemnify®	17 oz. bottle	1 to 2 3+	\$1,963.60 \$1,767.20			0%	9%
						10%	18%
Tetrino	1 gal. jug	1	\$498.00	\$25 (4 or more)		5%	14%



Tetrino is proven to offer protection from one of the most difficult turf pests to manage: the annual bluegrass weevil. Studies have shown it's highly effective when applied in late April to early June after eggs hatch and then applied for a second time in early to mid-July after second-generation eggs hatch.

Save \$25 per bottle with 4+ purchase during EOP†**



Herbicides					Specticle Loyalty Bonus Pairing			Saving % + Max Purchase Tier Rebate (9%)****†
Celsius®	10 oz. bottle	1	\$128.40	\$10 (8 or more)	Add Select Rebate quantities of Celsius, Celsius XTRA, Revolver and Tribute Total to Specticle FLO purchase and receive the bonuses below on all eligible brands purchased.			17%
Celsius XTRA	10 oz. bottle	1	\$166.40	\$10 (8 or more)				15%
Revolver®	87 oz. bottle	1	\$758.00	\$35 (4 or more)				13%
Tribute Total	6 oz. bottle	1	\$413.60	\$30 (6 or more)				16%
				Savings off in-season 1 unit price*	Add 1 Brand	Add 2 Brands	Add 3+ Brands	Saving + Max Loyalty Bonus****† Specticle FLO counts towards purchase tier, but only paid Loyalty Bonus
Specticle FLO	1 gal. jug	1 to 6	\$1,968.40	5%	0.25%	0.50%	1%	6.0%
		7 to 13	\$1,895.88	8.5%	0.50%	1%	2%	10.3%
		14 to 25	\$1,657.60	20%	0.75%	1.50%	3%	22.4%
Other Herbicides								
	Size	Qty	EOP Price*	Select Product Rebate***†	Available Pairing Rebate***†	Select, Pairing & Vol. Discount Savings %****†		Savings % + Max Purchase Tier Rebate (9%)****†
Ronstar® FLO ◇	2.5 gal. jug	1 to 11	\$ 552.00			0%		Purchases count towards NOW/Fall rebate tier but do not receive a rebate
		12 to 39	\$ 453.00			18%		
		40+	\$ 393.00			29%		
Specticle G	50 lb. bag	1	\$ 128.00	\$11.50 (20 or more)		9%		18%
Non-Agency								
Fungicides								
26GT®	2.5 gal. jug	1						9%
Growth Regulator/Herbicides								
Acclaim® Extra	1 gal. jug	1		\$90 (1 or more)				9% plus Select Rebate
Acclaim Accelerate	.5 gal jug	1		\$2.75				
Acclaim Accelerate	2.5 gal jug	1		\$13.25				
Terradex™ Power Premix	2.5 gal. jug	1		\$11.25				
Revolver	32 oz. bottle	1						9%
Sencor®	5 lb. jug	1						9%
Proxy®	2.5 gal. jug	1						Purchases count towards NOW/Fall rebate tier but do not receive a rebate
Prograss® EC	2.5 gal. jug	1						
Insecticides								
Chipco Choice ◇	50 lb. bag	1						9%
Dylox® SL420	2.5 gal. jug	1						9%
Forbid®	8 oz bottle	1						9%
Merit® 75 WSP	4 x 1.6 oz	1						Purchases count towards NOW/Fall rebate tier but do not receive a rebate
Merit 2F	1 gal. jug	1						
TopChoice®◇	50 lb. bag	1						



Easily Calculate Your Savings.
Visit rewards.envu.us to enroll in our rewards program and download an easy-to-use calculator spreadsheet. Scan to the QR code to the left.

Total Purchases (NOW/Fall Solutions)*	Base Incentive** †	August 1-October 31 Bonus***†	Base + Bonus***†
\$5,000 - \$13,999	3%	1%	4%
\$14,000 - \$22,499	4%	1%	5%
\$22,500 - \$31,499	5%	1%	6%
\$31,500 - \$39,999	6%	1%	7%
\$40,000 - \$48,499	8%		8%
\$48,500	9%		9%

*Pricing for all states except CA or WA. Must be purchased on a single invoice to receive volume discount price. **Must be registered in My Envu Rewards and accept current Terms and Conditions to participate. ***Savings compared to 1 unit at the National price. †Customer Fall Solutions and NOW Solutions promotional cumulative purchases (Aug. 1 - Dec. 6, 2024) must be \$5,000 or more to qualify for program rebates. Purchase tier amount credited for non-agency products is predetermined by Envu and subject to change without notice. New members signed up before Dec. 31, 2024, will receive 2024 NOW/Fall Solutions rebates. All rebates for 2024 NOW/Fall Solutions will be paid in points, which can be redeemed for thousands of catalog items, distributor credits and/or company checks (no checks can be issued to a third party). All products must be invoiced between Oct. 1 and Dec. 6, 2024, to qualify for Fall Solutions. Rebate calculations will be based on the date of actual product invoice and calculator tools are provided for estimation purposes only. Rebates will only be paid or delivered to the company or name listed on the invoice. Please allow for rebates to be fulfilled by July 31, 2025. End users are only eligible for one Envu incentive program on these invoiced products. Must be an end user with MER membership and accept current Terms and Conditions. Resale of product(s) purchased within this program will not qualify for rebates. If questions arise, please contact MER at 1-888-456-6464 or email info@menvurewards.com. Envu reserves the right to modify any portion thereof, or discontinue this program without prior notice.
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THE REBATE RIPPLE EFFECT

ONLY WITH GREENTRUST® 365

NEW



Acelepryn®/Ference® Bonus

The wave of savings starts with the **NEW Acelepryn/Ference Bonus** for savings up to 46% on Acelepryn brands and up to 50% on Ference. From there, watch your savings just keep on going.



Plan It Your Way Rebate

Save an additional 6-12% on purchases of Posterity®, Daconil® and/or Secure® fungicide brands.

The ripple effect of additional savings and benefits continues with:



Yearlong Rebate

Savings up to 10%



Pallet Solutions

Savings up to 26%



GT Bonus Booster

Savings up to 3% in October



NEW Multipaks

Savings up to 15%



SummerPay™

Defer payment until June 20, 2025



Product Guarantees

10 programs with rates & timing

Golf-Sports Turf

 **GreenTrust® 365**

syngenta®


Simplot
TURF & HORTICULTURE



For more details, see page 4 of this worksheet or calculate your savings at

GreenTrust365.com/Calculators



@SyngentaTurf #GreenTrust365 #RebateRippleEffect

2025 GreenTrust 365 Golf and Sports Turf Program Worksheet

Program Year: October 1, 2024 through September 30, 2025

Early Order Period: October 1, 2024 through December 10, 2024

Qualifying Agency Products (Package Size)	Pkg Price for 2025 Program Year	Number of Pkgs Purchased in Early Order Period	Qualifying Purchase Amount
Acelepryn® (0.5 gal)	\$ 966.50	X	=
Acelepryn (0.5 gal) Volume Discount ≥ 4 gal	\$ 870.00	X	=
Acelepryn + Ference Multipak	\$ 4,675.00		
Acelepryn Xtra (2.5 gal)	\$ 1,700.00	X	=
Acelepryn Xtra (2.5 gal) Volume Discount ≥ 10 gal	\$ 1,530.00	X	=
Acelepryn Xtra (30 oz bottle)	\$ 159.00	X	=
Acelepryn Xtra (30 oz bottle) Volume Discount ≥ 40 bottles	\$ 143.40	X	=
Acelepryn Xtra + Ference Multipak	\$ 2,725.00		
Appear® II (2 gal)	\$ 416.00	X	=
Ascernity® (1 gal)	\$ 497.00	X	=
Ascernity LinkPak™ (10 gal)	\$ 4,800.00	X	=
Banner Maxx® II (1 gal)	\$ 255.00	X	=
Banner Maxx II LinkPak (10 gal)	\$ 2,450.00	X	=
Barricade® 4FL (1 gal)	\$ 166.50	X	=
Barricade 4FL (1 gal) Volume Discount ≥ 20 gal	\$ 158.00	X	=
Barricade 4FL LinkPak (10 gal)	\$ 1,590.00	X	=
Barricade 4FL LinkPak (10 gal) Volume Discount ≥ 20 gal	\$ 1,440.00	X	=
Barricade 4FL (30 gal)	\$ 3,825.00	X	=
Barricade 65WG (5 lb)	\$ 122.50	X	=
Barricade 65WG (5 lb) Volume Discount ≥ 320 lbs	\$ 106.25	X	=
Briskway® (1 gal)	\$ 1,457.00	X	=
Briskway + Velista® Multipak	\$ 2,856.00	X	=
Concert® II (2.5 gal)	\$ 267.50	X	=
Concert II (2.5 gal) Volume Discount ≥ 75 gal	\$ 240.00	X	=
Daconil® Action™ (2.5 gal)	\$ 265.00	X	=
Daconil Action + Appear II Multipak	\$ 488.00	X	=
Daconil Action + Banner Maxx II Multipak	\$ 468.00	X	=
Daconil Action + Heritage® Action Multipak	\$ 878.00	X	=
Daconil Ultrex® (5 lb)	\$ 85.00	X	=
Daconil Weatherstik® (2.5 gal)	\$ 210.00	X	=
Daconil Zn® (2.5 gal)	\$ 217.50	X	=
Divanem® (0.5 gal)	\$ 1,893.00	X	=
Divanem (0.5 gal) Volume Discount ≥ 4 gal	\$ 1,617.00	X	=
Divanem + Heritage Action Multipak	\$ 3,404.00	X	=
Ference® (96 oz)	\$ 1,440.00	X	=
Ference (96 oz) Volume Discount ≥ 384 oz	\$ 1,195.00	X	=
Headway® (1 gal)	\$ 536.00	X	=
Headway LinkPak (10 gal)	\$ 5,080.00	X	=
Heritage Action (1 lb)	\$ 378.00	X	=
Heritage Action + Velista Multipak	\$ 1,793.00	X	=
Heritage TL (1 gal)	\$ 602.00	X	=
Heritage TL + Velista Multipak	\$ 1,855.00	X	=
Heritage TL LinkPak (10 gal)	\$ 5,910.00	X	=
Heritage WDG (1 lb)	\$ 367.00	X	=
Heritage WDG (6 lb)	\$ 2,202.00	X	=
Instrata® (2.5 gal)	\$ 470.00	X	=
Instrata (2.5 gal) Volume Discount ≥ 25 gal	\$ 400.00	X	=
Mainspring® GNL (1 pt)	\$ 352.50	X	=
Mainspring GNL (1 pt) Volume Discount ≥ 8 pts	\$ 291.50	X	=
Mainspring GNL (1 gal)	\$ 2,332.00	X	=

Qualifying Agency Products (Package Size)	Pkg Price for 2025 Program Year	Number of Pkgs Purchased in Early Order Period	Qualifying Purchase Amount
Manuscript® (case)	\$ 970.00	X	=
Medallion® SC (1 gal)	\$ 685.00	X	=
Meridian® 25WG (102 oz)	\$ 581.40	X	=
Monument® 75WG (25 g)	\$ 300.00	X	=
Monument 75WG (25 g) Volume Discount ≥ 250 g	\$ 275.00	X	=
Posterity® (105 oz)	\$ 1,704.00	X	=
Posterity (42 oz)	\$ 987.00	X	=
Posterity Forte (1 gal)	\$ 835.00	X	=
Posterity XT (2.5 gal)	\$ 640.00	X	=
Posterity XT + Ascernity Multipak	\$ 1,011.00	X	=
Primo Maxx® (1 gal)	\$ 317.00	X	=
Primo Maxx LinkPak (10 gal)	\$ 2,990.00	X	=
Primo Maxx + Trimmit® 2SC Multipak	\$ 741.00	X	=
Provaunt® WDG (72 oz)	\$ 453.60	X	=
Recognition® (1.95 oz)	\$ 173.55	X	=
Renown® (2.5 gal)	\$ 740.00	X	=
Reward® (2.5 gal)	\$ 240.00	X	=
Secure® Action (2.5 gal)	\$ 1,742.50	X	=
Secure Action (0.5 gal)	\$ 410.50	X	=
Secure (2.5 gal)	\$ 1,652.50	X	=
Subdue Maxx® (1 gal)	\$ 611.00	X	=
Subdue Maxx LinkPak (10 gal)	\$ 5,910.00	X	=
Tenacity® (1 gal)	\$ 915.50	X	=
Tenacity (1 gal) Volume Discount ≥ 8 gal	\$ 831.50	X	=
Trimmit 2SC (1 gal)	\$ 555.00	X	=
Trimmit 2SC (2.5 gal)	\$ 1,270.00	X	=
Tuque™ exoGEM™ (2.5 gal)	\$ 725.00	X	=
Velista (22 oz)	\$ 286.00	X	=

Pallet Offers			
A 2 Z Solution ¹	\$ 8,181.00	X	=
ABW Solution ²	\$ 6,318.00	X	=
All Season Solution ³	\$ 12,283.00	X	=
Classic Solution ⁴	\$ 5,657.00	X	=
Fairway Starter Solution ⁵	\$ 15,588.00	X	=
Fairy Ring Solution ⁶	\$ 9,008.00	X	=
Forte Solution ⁷	\$ 19,178.00	X	=
Greens Foundation Solution ⁸	\$ 7,401.00	X	=
Greens Protection Solution ⁹	\$ 10,204.00	X	=
XT Solution ¹⁰	\$ 18,588.00	X	=
Warm Season Herbicide Solution ¹¹	\$ 3,906.00	X	=
Winter Solution ¹²	\$ 6,572.00	X	=
Winter Solution Volume Discount ≥ 2 pallets	\$ 5,915.00	X	=

¹ A 2 Z Solution is a combination of separately registered products: Briskway, Daconil Action, Headway and Medallion SC Fungicides.

² ABW Solution is a combination of separately registered products: Acelepryn, Ference, & Provaunt WDG Insecticides.

³ All Season Solution is a combination of separately registered products: Briskway, Daconil Action and Velista Fungicides; Monument Herbicide; Primo Maxx PGR.

⁴ Classic Solution is a combination of separately registered products: Banner Maxx II and Heritage TL Fungicides; Primo Maxx PGR.

⁵ Fairway Starter Solution is a combination of separately registered products: Banner Maxx II, Daconil Ultrex and Headway Fungicides; Primo Maxx PGR.

⁶ Fairy Ring Solution is a combination of separately registered products: Briskway and Velista Fungicides and the Heritage Action + Velista Multipak.

⁷ Forte Solution is a combination of separately registered products: Acelepryn Xtra Insecticide, Posterity Forte and Secure Action Fungicides.

⁸ Greens Foundation Solution is a combination of separately registered products: Appear II, Daconil Action and Secure Action Fungicides.

⁹ Greens Protection Solution is a combination of separately registered products: Appear II, Briskway and Velista Fungicides.

¹⁰ XT Solution is a combination of separately registered products: Acelepryn Xtra Insecticide, Posterity XT and Secure Action Fungicides.

¹¹ Warm Season Herbicide Solution is a combination of separately registered products: Barricade 4FL and Monument Herbicides.

¹² Winter Solution is a combination of separately registered products: Posterity XT + Ascernity Multipak, Posterity XT & Instrata Fungicides.

2025 GreenTrust 365 Golf and Sports Turf Program Worksheet

Program Year: October 1, 2024 through September 30, 2025

Early Order Period: October 1, 2024 through December 10, 2024

Qualifying Distributor Products (Package Size)	Rebate Redemption Value for 2025 (per pkg)	Number of Pkgs Purchased in Early Order Period	Qualifying Purchase Amount
Acelepryn G (25 lb)	\$ 115.63	X	=
Acelepryn (4 oz)	\$ 70.00	X	=
Advion® Fire Ant Bait (2 lb)	\$ 45.00	X	=
Advion Fire Ant Bait (25 lb)	\$ 375.00	X	=
Advion Insect Granular Bait (1 lb)	\$ 21.88	X	=
Advion Insect Granular Bait (12 lb)	\$ 116.25	X	=
Advion Insect Granule (25 lb)	\$ 93.75	X	=
Barricade 4FL (4 oz)	\$ 42.50	X	=
Caravan® G (30 lb)	\$ 63.75	X	=
Endeavor® (15 oz)	\$ 192.19	X	=
Fusilade® II (1 qt)	\$ 93.75	X	=
Fusilade II (4 oz)	\$ 28.75	X	=
Fusilade II (2.5 gal)	\$ 937.50	X	=
Headway G (30 lb)	\$ 58.13	X	=
Heritage G (30 lb)	\$ 58.13	X	=
Heritage SC (4 oz)	\$ 37.50	X	=
Meridian 0.33G (40 lb)	\$ 115.00	X	=
Pennant Magnum® (1 gal)	\$ 282.50	X	=
Pennant Magnum (30 gal)	\$ 6,637.50	X	=
Primo Maxx (4 oz)	\$ 37.50	X	=
Princep® Liquid (2.5 gal)	\$ 87.50	X	=
Reward (1 gal)	\$ 125.00	X	=
Scimitar® GC (1qt)	\$ 200.00	X	=
Subdue® GR (25 lb)	\$ 151.56	X	=
Tenacity (8 oz)	\$ 70.00	X	=

On-Fertilizer Products	Rebate Redemption Value (per 50 lb of product)	Number of 50 lb bag equivalents purchased in Early Order Period	Early Order Period Purchase Amount
Fertilizer with Acelepryn loads < 0.058	\$ 14.50	X	=
Fertilizer with Acelepryn loads < 0.067	\$ 17.00	X	=
Fertilizer with Barricade loads < 0.30%	\$ 3.00	X	=
Fertilizer with Barricade loads of 0.30% to < 0.40%	\$ 4.00	X	=
Fertilizer with Barricade loads of 0.40% and higher	\$ 5.00	X	=

Acelepryn and Barricade on-fertilizer purchases made from October 1, 2024 through May 31, 2025 count toward establishing the Yearlong Rebate Percentage.

Yearlong Rebate Calculator

Choose the On-line calculator that is right for you:

Visit GreenCastOnline.com/Calculator to determine your potential GreenTrust® 365 savings earned from your purchases of Qualifying Products made during the Early Order Period.



AgronomicPro GOLF

- Choose a tailored Agronomic program and input your acreage
- Your order will be calculated to maximize your savings with:

+ Acelepryn/Ference Bonus

+ Optimal product volumes

+ Configurations including Multipaks & Pallets

+ GT Bonus Booster Rebate

+ Plan it Your Way Rebate

Savings Plus

- Select products & volumes from your own agronomic program
- Your order will be calculated to maximize your savings with:

+ Acelepryn/Ference Bonus

+ Optimal product volumes

+ Configurations including Multipaks & Pallets

+ GT Bonus Booster Rebate

+ Plan it Your Way Rebate

Basic Savings

- Know exactly what you want to order? Enter quantities into the Basic Savings Calculator and see your GreenTrust 365 savings.

+ Acelepryn/Ference Bonus

+ GreenTrust 365 savings

+ GT Bonus Booster Rebate

+ Plan it Your Way Rebate

Syngenta provides Program Worksheets and Rebate Calculators as tools for estimating rebates, but disclaims any warranty of accuracy or completeness of the conclusions derived from the same.

Payment Terms:

End-user payments for purchases of Qualifying Agency Products made during the Early Order Period are due to Sales Agents by June 20, 2025. Prices and terms for Syngenta Qualifying Distributor Products are determined by the Syngenta Authorized Distributor/Retailer.

To achieve Volume Discount Pricing described herein, Minimum Purchase Quantities for applicable Qualifying Agency Products must be identified on one invoice and shipped to one location from one Syngenta Authorized Agent.

Additional benefits of the Syngenta GreenTrust 365 Golf and Sports Turf Program are described at GreenTrust365.com

For any questions, please call your Syngenta territory manager, Syngenta Authorized Distributor/Agent/Retailer, or the Syngenta Customer Center at 1-866-SYNGENT(A) (796-4368).

2025 Syngenta GreenTrust 365 Golf and Sports Turf Program

PROGRAM ELIGIBILITY: Golf Courses and Sports Turf Managers who purchase a minimum of \$5,000 worth of Qualifying Products during the Early Order Period (EOP), **October 1, 2024 through December 10, 2024**, qualify for the GreenTrust® 365 Golf and Sports Turf Program. Qualifying Products are all products listed on the 2025 GreenTrust 365 Golf and Sports Turf Program Worksheet, when purchased from a Syngenta Authorized Distributor/Agent/Retailer.

In addition to **instant savings via Pallets, Multipaks and Volume Discount Pricing**, we have outlined **four rebates** below to help you maximize your savings. **Spend at least \$20,000** and **ride the wave of savings** that will carry you and your turf conditions even further.

1 GreenTrust 365 Yearlong Rebate

Program Participants may earn a rebate on all purchases of Qualifying Products during the Program Year (October 1, 2024 through September 30, 2025). Program Participants' Yearlong Rebate Percentage is determined by the dollar value of Qualifying Products they purchase during EOP.

Qualifying Products Purchased During EOP: October 1– December 10, 2024	Yearlong Rebate Percentage
\$5,000 to < \$10,000	5%
\$10,000 to < \$20,000	6%
\$20,000 to < \$40,000	7%
\$40,000 to < \$70,000	8%
\$70,000 to < \$100,000	9%
\$100,000 +	10%

2 GT Bonus Booster

Receive an additional 2-3% rebate on purchases of Qualifying Products between October 1 and October 31, 2024.

October Purchases	GT Bonus Booster Rebate Percentage
\$5,000 to < \$20,000	2%
\$20,000 +	3%

3 NEW: Acelepryn/Ference Bonus

Save more than ever on Acelepryn and Ference insecticide brands during EOP.

- Earn an additional **10-20% rebate** on Acelepryn brands (Acelepryn, Acelepryn G, Acelepryn Xtra, Acelepryn on fertilizer) and Ference, including the **NEW** Acelepryn + Ference and Acelepryn Xtra + Ference Multipaks, based on your Yearlong Rebate Percentage.
 - Acelepryn on fertilizer continues to earn through **May 31, 2025**
 - Use our GreenTrust 365 Calculators to learn how you can **save up to 46%** during October **on Acelepryn brands and up to 50% on Ference**.

Qualifying Products Purchased During EOP	NEW Acelepryn/Ference Bonus Rebate Percentage during EOP
\$5,000 to < \$10,000	10%
\$10,000 to < \$20,000	12%
\$20,000 to < \$40,000	14%
\$40,000 to < \$70,000	16%
\$70,000 to < \$100,000	18%
\$100,000 +	20%

4 Plan it Your Way

- Earn an additional 6-12% rebate during EOP on qualifying purchases of Posterity and/or Daconil and Secure fungicide brands, **including Multipaks**.
- While no Pallet Solutions earn Plan it Your Way Rebates, the XT Solution and Forte Solution pallets automatically fast track you to a Plan it Your Way rebate of 12%.

*May achieve Plan it Your Way Rebate levels with only Posterity Family brands.

Purchase minimum of Posterity Family brands	Total spend on Posterity, Daconil and/or Secure brands*	Plan it Your Way Rebate During EOP
\$3,000	\$10,000 to < \$20,000	6%
\$6,000	\$20,000 to < \$40,000	8%
\$9,000	\$40,000 +	12%

To calculate your total savings and plan your agronomic program, visit GreenCastOnline.com/Calculator

Visit GreenTrust365.com/Terms for full 2025 program terms and conditions.

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© 2024 Syngenta. **Important: Always read and follow label instructions. Some products may not be registered for sale or use in all states or counties and/or may have state specific use requirements. Please check with your local extension service to ensure registration and proper use. Divanem and Scimitar GC are Restricted Use Pesticides.** Contend is sold as a copack of separately registered products: Contend A and Contend B. Trademarks are the property of their respective owners.

2025 Syngenta Golf Pallet Offers

Syngenta is featuring convenient Golf Pallets for golf courses and professional turf applicators. This Offer features Syngenta's industry-leading brands packaged and delivered together by your Syngenta Authorized Agent/Retailer.

Commitment Period: In order to be eligible for the prices and terms for the products described in this Pallet Offer, golf courses and professional applicators **must commit to purchasing** any of the Golf Pallets described below from a Syngenta Authorized Agent/Retailer **between October 1, 2024 and December 10, 2024**



64330	26% SAVINGS			
ABW Solution \$6,318	Product	Quantity of Cases	Common Use Rate	Approx. Acres
	Acelepryn® 4 x 0.5 gl	1	8 oz/Acre	32
	Ference® 2 x 96 oz	1	12 oz/Acre	16
	Provaunt® WDG 4 x 72 oz	1	18 oz/Acre	16
80128	14% SAVINGS			
XT Solution \$18,588	Product	Quantity of Cases	Common Use Rate	Approx. Acres
	Acelepryn Xtra 2 x 2.5 gl	1	20 oz/Acre	32
	Posterity® XT 2 x 2.5 gl	6	1.5 oz/1,000	60
	Secure® Action™ 2 x 2.5 gl	3	0.5 oz/1,000	90
80127	14% SAVINGS			
Forte Solution \$19,178	Product	Quantity of Cases	Common Use Rate	Approx. Acres
	Acelepryn Xtra 2 x 2.5 gl	1	20 oz/Acre	32
	Posterity Forte 2 x 1 gl	5	.42 oz/1,000	70
	Secure Action 2 x 2.5 gl	3	0.5 oz/1,000	90
54387	10% SAVINGS			
A 2 Z Solution \$8,181	Product	Quantity of Cases	Common Use Rate	Approx. Acres
	Briskway® 2 x 1 gl	1	0.5 oz/1,000	12
	Daconil® Action™ 2 x 2.5 gl	3	3.5 oz/1,000	12
	Headway® 2 x 1 gl	3	1.5 oz/1,000	12
	Medallion® SC 2 x 1 gl	1	2.0 oz/1,000	3
California Mill Assessment Price: \$8,387.58				

58207	10% SAVINGS				
All Season Solution \$12,283	Product		Quantity of Cases	Common Use Rate	Approx. Acres
	Briskway	2 x 1 gl	1	0.5 oz/1,000	12
	Daconil Action	2 x 2.5 gl	5	3.5 oz/1,000	21
	Monument® 75WG	250 gram	1	10 g/Acre	25
	Velista®	6 x 22 oz	2	0.5 oz/1,000	12
	Primo Maxx®	2 x 1 gl	3	Rates & Frequency vary	
	California Mill Assessment Price: \$12,593.15				

80195	19% SAVINGS				
Classic Solution \$5,657	Product		Quantity of Cases	Common Use Rate	Approx. Acres
	Banner Maxx® II	2 x 1 gl	4	2.0 oz/1,000	12
	Heritage® TL	2 x 1 gl	2	1-2 oz/1,000	6
	Primo Maxx	2 x 1 gl	4	Rates & Frequency vary	
	California Mill Assessment Price: \$5,799.84				

71891	10% SAVINGS			
Fairway Starter Solution \$15,588	Product	Quantity of Cases	Common Use Rate	Approx. Acres
	Banner Maxx II LinkPak™ 10 gl	1	1.5 oz/1,000	20
	Daconil Ultrex® 4 x 5 lb	20	1.8 oz/1,000	80
	Headway LinkPak 10 gl	1	1.5 oz/1,000	20
	Primo Maxx LinkPak 10 gl	1	Rates & Frequency vary	
	California Mill Assessment Price: \$15,981.60			

75703	10% SAVINGS			
Fairy Ring Solution \$9,008	Product	Quantity of Cases	Common Use Rate	Approx. Acres
	Briskway 2 x 1 gl	1	0.725 oz/1,000	8
	Velista 6 x 22 oz	1	0.7 oz/1,000	4
	Heritage Action + Velista Multipak	3	1 case treats 3 acres	
	California Mill Assessment Price: \$9,235.46			

66346	10% SAVINGS			
Greens Foundation Solution \$7,401	Product	Quantity of Cases	Common Use Rate	Approx. Acres
	Appear® II 2 x 2 gl	6	6 oz/1,000	12
	Daconil Action 2 x 2.5 gl	3	3.5 oz/1,000	12
	Secure Action 2 x 0.5 gl	2	0.5 oz/1,000	12
California Mill Assessment Price: \$7,587.88				

66366	10% SAVINGS			
Greens Protection Solution \$10,204	Product	Quantity of Cases	Common Use Rate	Approx. Acres
	Appear II 2 x 2 gl	6	6 oz/1,000	12
	Briskway 2 x 1 gl	1	0.5 oz/1,000	12
	Velista 6 x 22 oz	2	0.5 oz/1,000	12
California Mill Assessment Price: \$10,461.66				

58194	10% SAVINGS			
Warm Season Herbicide Solution \$3,906	Product	Quantity of Cases	Common Use Rate	Approx. Acres
	Barricade® 4FL LinkPak 10 gl	1	2 Applications at 24 oz/Acre	25
	Monument 75WG 250 gram	1	10 g/Acre	25
California Mill Assessment Price: \$4,004.63				

NEW 85523	20% SAVINGS			
Winter Solution \$6,572*	Product	Quantity of Cases	Common Use Rate	Approx. Acres
	Posterity XT + Ascernity® Multipak	5	Posterity XT 3.0 oz/1,000 Ascernity 1 oz/1,000	15
	Posterity XT 2 x 2.5 gl	1		
	Instrata® 2 x 2.5 gl	2	11 oz/1,000	3
*Purchase ≥ 2 pallets receive volume pricing of \$5,915.00				
California Mill Assessment Price: \$6,737.95				



PLAN IT YOUR WAY PALLET BONUS

While no pallets earn PIYW Rebates, the following pallets automatically qualify you to earn the 12% rebate level for all PIYW product purchases

XT Solution

Contains Acelepryn Xtra,
Posterity XT,
and Secure Action

Forte Solution

Contains Acelepryn Xtra,
Posterity Forte,
and Secure Action

Purchase minimum of Posterity Family brands	Total spend on Posterity, Daconil and/or Secure brands*	Plan it Your Way Rebate Levels**
\$3,000	\$10,000 to < \$20,000	6%
\$6,000	\$20,000 to < \$40,000	8%
\$9,000	\$40,000 +	12%

*May achieve Plan it Your Way Rebate levels with only Posterity Family brands.

**Plan it Your Way Rebate will be applied to all Early Order Period purchases of Posterity, Daconil and Secure brands.



To calculate your total savings and plan your agronomic program, visit GreenTrust365.com/Calculators

For an overview on each calculator, scan the QR Code(s) below:



Savings Plus Calculator Overview



Agronomic Pro Calculator Overview



Basic Savings Calculator Overview

- Please refer to GreenTrust365.com/terms for full Program terms and conditions.
- SummerPay™ terms apply.

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TD GT202402v7 07/24

LGC 8454H



GreenTrust[®] 365

syngenta[®]



PLAN IT YOUR WAY

Purchase at least \$10,000 of **Posterity®**, **Daconil®** and/or **Secure®** fungicide brands during the GreenTrust® 365 Early Order Period, with **at least \$3,000 of that purchase being Posterity brands**, to earn an additional 6-12% rebate.

STEP 1 Purchase the following amounts of Posterity fungicide brands	STEP 2 Purchase the following total amount of Daconil, Secure and/or Posterity brands ¹	Plan it Your Way Rebates
\$3,000	\$10,000 to < \$20,000	6%
\$6,000	\$20,000 to < \$40,000	8%
\$9,000	\$40,000+	12%

¹You can qualify for the PIYW rebate by purchasing **only Posterity brands**



Need help determining which Posterity brand is right for you?
Visit GreenCastOnline.com/PosterityBrands

Plan it Your Way – Qualifying Multipaks

In addition to automatically saving 10-14%, the following fungicide Multipaks also qualify for and earn the additional 6-12% Plan it Your Way rebate.



10% SAVINGS
Daconil Action™ +
Appare® II Multipak



14% SAVINGS
Daconil Action +
Heritage® Action
Multipak



11% SAVINGS
Posterity XT +
Ascernity® Multipak



10% SAVINGS
Daconil Action +
Banner Maxx® II
Multipak

To see additional qualifying purchase scenarios,
visit GreenTrust365.com/Resources

Fast Track to 12% Plan it Your Way Rebate

While no pallets *earn* Plan it Your Way rebates, the **XT Solution** and **Forte Solution** pallets **automatically qualify you** for the 12% rebate level for all Plan it Your Way product purchases.

These tables show savings if you only purchase the XT Solution or the Forte Solution pallets.

XT Solution – \$18,588 – 14% automatic savings				
Product	Quantity of Cases	Common Use Rate	Approx. Acres	\$2,947 = Automatic Savings + \$1,115 = 6% EOP Yearlong Rebate + \$372 = 2% GT Bonus Booster (Oct. only) \$4,434 = Total Savings*
Acelepryn® Xtra 2 x 2.5 gl	1	20 oz/Acre	32	
Posterity® XT 2 x 2.5 gl	6	1.5 oz/1,000 ft. ²	60	
Secure Action 2 x 2.5 gl	3	0.5 oz/1,000 ft. ²	90	
Forte Solution – \$19,178 – 14% automatic savings				
Product	Quantity of Cases	Common Use Rate	Approx. Acres	\$3,027 = Automatic Savings + \$1,151= 6% EOP Yearlong Rebate + \$ 384 = 2% GT Bonus Booster (Oct. only) \$4,562 = Total Savings*
Acelepryn Xtra 2 x 2.5 gl	1	20 oz/Acre	32	
Posterity Forte 2 x 1 gl	5	0.42 oz/1,000 ft. ²	70	
Secure Action 2 x 2.5 gl	3	0.5 oz/1,000 ft. ²	90	

Maximize your savings: At the 10% Yearlong Rebate level, your savings on these pallets in Oct. would save you a total of:

- \$5,363 for the XT Solution
- \$5,520 for the Forte Solution

NEW Acelepryn/Ference Bonus

Curious about how to save on our leading insecticide brands? With our new Acelepryn/Ference® Bonus and other saving options, you can save more than ever on Acelepryn and Ference insecticide brands.

Purchases of Ference and Acelepryn brands will receive an additional rebate based on your qualifying rebate level.

Other ways to save big on Acelepryn

1. **NEW:** Updated pricing with added rebates
2. **NEW:** Lower volumes for volume pricing
3. **NEW:** Acelepryn + Ference and Acelepryn Xtra + Ference Multipaks
4. GreenTrust 365 Yearlong Rebate
5. GT Bonus Booster



Calculate your greatest savings potential at GreenTrust365.com/Calculators



syngenta®

*Costs rounded to the nearest dollar.

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GS 10592.1 (7/2024)

LGC 9503A 07-2024

2025 Syngenta Multipak Offers

Syngenta is featuring the Multipaks described below under this Multipak Offer. Multipaks are available during the entire Program Year October 1, 2024 – September 30, 2025 from a Syngenta Authorized Agent or Retailer.



NEW Acelepryn + Ference Multipak

Qualifies for Acelepryn/Ference Bonus

Contains:

- 4 – 0.5 gal Acelepryn® insecticide
- 1 – 96 oz Ference® insecticide
- Treats 32 acres of grubs and 8 acres of Annual Bluegrass Weevil
- **SKU 85838 priced at \$4,675.00 each**
- **12% savings**

California Mill Assessment Price: \$4,793.05

NEW Acelepryn Xtra + Ference Multipak

Qualifies for Acelepryn/Ference Bonus

Contains:

- 1 – 2.5 gal Acelepryn® Xtra insecticide
- 1 – 96 oz Ference® insecticide
- Treats 16 acres of grubs, ants and 8 acres of Annual Bluegrass Weevil
- **SKU 85632 priced at \$2,725.00 each**
- **13% savings**

Briskway + Velista Multipak

Contains:

- 1 – 1 gal Briskway® fungicide
- 6 – 22 oz Velista® fungicide
- 4 acre rotation for fairy ring, rhizoctonia zeae, and mini ring management
- **SKU 69243 priced at \$2,856.00 each**
- **10% savings**



California Mill Assessment Price: \$2,928.12

Daconil Action + Appear II Multipak

Qualifies for Plan It Your Way Rebate

Contains:

- 1 – 1.19 gal Daconil® Action™ fungicide
- 1 – 2 gal Appear® II fungicide
- Provides inside out protection with optimized color
- Rate 3.5 oz/1,000 ft² Daconil Action + 6 oz/1,000 ft² Appear II
- **SKU 65415 priced at \$488.00 each**
- **10% savings**



California Mill Assessment Price: \$500.33

Daconil Action + Banner Maxx II Multipak

Qualifies for Plan It Your Way Rebate

Contains:

- 1 – 2.5 gal Daconil Action fungicide
- 1 – 1 gal Banner Maxx® II fungicide
- **SKU 47951 priced at \$468.00 each**
- **10% savings**



California Mill Assessment Price: \$479.82

Daconil Action + Heritage Action Multipak

Qualifies for Plan It Your Way Rebate

Contains:

- 1 – 2.5 gal Daconil Action fungicide
- 2 – 1 lb Heritage® Action fungicide
- Maximize season long acibenzolar S-methyl benefit
- **SKU 75436 priced at \$878.00 each**
- **14% savings**



California Mill Assessment Price: \$900.17

Heritage Action + Velista Multipak

Contains:

- 3 – 1 lb Heritage Action fungicide
- 3 – 22 oz Velista fungicide
- Anthracnose and Take All Patch as well as Dollar Spot and Summer Patch
- Large Patch, Fairy Ring, Spring Dead Spot management
- **SKU 75445 priced at \$1,793.00 each**
- **10% savings**



California Mill Assessment Price: \$1,838.28

NEW Heritage TL + Velista Multipak

Contains:

- 2 – 1 gal Heritage® TL fungicide
- 3 – 22 oz Velista® fungicide
- Anthracnose and Take All Patch as well as Dollar Spot and Summer Patch
- Large Patch, Fairy Ring, Spring Dead Spot management
- **SKU 86925 priced at \$1,855.00 each**
- **10% savings**

California Mill Assessment Price: \$1,901.84

Divanem + Heritage Action Multipak

Contains:

- 1 – 0.5 gallon of Divanem® nematicide
- 5 – 1 lb of Heritage Action fungicide
- Combination treats 5 acres
- **SKU 75524 priced at \$3,404.00 each**
- **10% savings**



California Mill Assessment Price: \$3,489.96

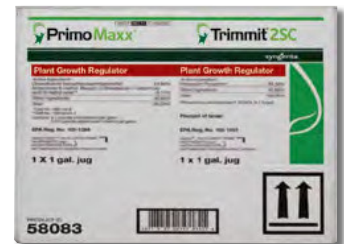
Primo Maxx + Trimmit Multipak

Contains:

- 1 – 1 gal Primo Maxx® PGR
- 1 – 1 gal Trimmit® 2SC PGR

Your PGR program your way:

- Growth regulation
- Poa management, Seedhead suppression
- Color, density & playability enhancement
- **SKU 58083 priced at \$741.00 each**
- **15% savings**



California Mill Assessment Price: \$759.72

Divanem is a Restricted Use Pesticide

Posterity XT + Ascernity Multipak Qualifies for Plan It Your Way Rebate

Contains:

- 1-2.5 gal Posterity® XT fungicide
- 1-1 gal Ascernity® fungicide
- 3 acre rotation, use all season for disease control of anthracnose, fairy ring, large patch, & snow mold
- **SKU 79800 priced at \$1,011.00 each**
- **11% savings**



California Mill Assessment Price: \$1,036.53

Terms and Conditions:

- SummerPay™ terms apply.
- Please refer to **GreenTrust365.com/terms** for full Program terms and conditions.

GreenTrust365.com/Multipaks

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Exhibit B



People...Products...Knowledge...

Helena Agri-Enterprises
Fritz Bateman
3715 Crestwood
Danville IL 61832
Cell: (217) 433-5292
batemanf@helenaagri.com

10/7/24

City of Bloomington

To Whom it May Concern,

This letter is to confirm that Helena Agri Enterprises understands that the chemicals ordered during the 2025 Early Order Program are dependent on funds being approved for Fiscal Year 2026.

If you have any questions, please give me a call. My cell is 217-433-5292.

Thank you!

Sincerely,

Fritz Bateman
Branch Mgr.
Helena Agri. Enterprises

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 & # Marubeni America Corporation dba Helena - #705

Amount: \$220,000

Date: 10/5/2024

Description of item/services:

Early order chemicals to be used on the golf courses in the 2025 season.

Justification:

Syngenta, BASF and ENVU engage the assistance of local recognized quality turf distributors to assure the delivery, service and billing of their products. These companies operate using an agency pricing model, meaning the price of their chemicals is exactly the same regardless of the distributor chosen. These distributors are contractually obligated to offer these products at set agency prices. For 2025, we intend to utilize Marubeni America Corporation – dba Helena Chemical which is located in Warrensburg, IL as the distributor for our early order chemicals. Helena Chemical will store the products on their site and deliver to us on an as needed basis. Helen Chemical's local dealership manager is a certified golf course superintendent who has worked diligently for us over the years to improve our golf courses and be a support and resource for staff.

Participation in the early order program conservatively saves the courses \$25,000 annually in chemical costs.

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.



10/11/24

(Name and Signature of Department Director or Designee)

Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☒ / do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

Carla A Murillo

Digitally signed by Carla A Murillo
DN: C=US, OU=Legal Department, O=City of Bloomington, CN
=Carla A Murillo, E=cmurillo@cityblm.org
Reason: I am the author of this document
Location:
Date: 2024.10.11 11:19:00-05'00'
Foxit PDF Editor Version: 12.1.3

10/11/2024

Name and Signature of Purchasing Agent or Designee

Date



CONSENT AGENDA ITEM NO. 8.E.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the Purchase of Additional Property Insurance Premium/Coverage for the Recently Acquired 1706 Morrissey Drive, from Arthur Gallagher Risk Management Services, LLC, in the Amount of \$18,411, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Resolution 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 has purchased 1706 Morrissey Drive in a strategic effort to expand and renew operational space. City Property, Liability, and Workers' Compensation insurance are purchased on a fiscal year cycle. Premiums have already been paid for City-owned properties for Fiscal Year ("FY") 2025. This additional premium will provide coverage for 1706 Morrissey Drive now that it is City property and will be incorporated into FY 2026 Budget.

City Code Ch. 16, Sec. 49 (G) requires Council to approve a change order for a contract when the amount is \$5,000 or more, or the change order raises the total cost to more than \$50,000. On April 22, 2024, Council approved the original Purchase Order #20250067 for Arthur J Gallagher in the amount of \$1,624,624. This will be increased by \$18,411 to cover the new property and the revised total will be \$1,643,035.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the additional premium of \$18,411 shall be paid from the Casualty Insurance-Property Insurance Premium account (60150150-70704). A budget transfer to move \$11,909.20 from the Casualty Insurance-Worker's Compensation Premium account (60150150-70702), and \$6,501.80 from the Casualty Insurance-Liability Claims account (60150150-70713) will be processed to pay for the additional \$18,411 from the Casualty Insurance-Property Insurance Premium account (60150150-70704). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 199.

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: Alex Rosas, Safety and Risk Manager

ATTACHMENTS:

[HR 1B Resolution](#)

[HR 1C Resolution Exhibit A - Invoice](#)

RESOLUTION NO. 2024 - ____

A RESOLUTION APPROVING THE PURCHASE OF ADDITIONAL PROPERTY INSURANCE PREMIUM/COVERAGE FOR THE RECENTLY ACQUIRED 1706 MORRISEY DRIVE, FROM ARTHUR GALLAGHER RISK MANAGEMENT SERVICES, LLC, IN THE AMOUNT OF \$18,411

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of additional property premium/coverage (Exhibit A) from Arthur Gallagher Risk Management Services, LLC, be approved for the 1706 Morrissey Drive, in the amount of \$18,411; and

WHEREAS, City Property, Liability, and Workers' Compensation insurance are purchased on a fiscal year cycle. Premiums have already been paid for City-owned properties for Fiscal Year 2025 in the amount of \$1,624,624; and

WHEREAS, the City purchased 1706 Morrissey Drive, after the annual premiums had been paid, and therefore, an additional \$18,411 of coverage is required; and

WHEREAS, City Code Ch. 16, Sec. 49 (G) requires Council to approve a change order for a contract when the amount is \$5,000 or more, or the change order raises the total cost to more than \$50,000; and

WHEREAS, the City Council finds it in the best interest of the City to approve the contract.

NOW THEREFORE, BE IT RESOLVED 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 City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

PASSED this 28th day of October 2024.

APPROVED this ____ day of October 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Arthur J. Gallagher Risk Management Services, LLC
Rolling Meadows, IL 60008
Phone: (630)773-3800

BISKA1

Invoice #	5288542	1 of 1
ACCOUNT NUMBER	DATE	
BLOOMIN-01	9/16/2024	
BALANCE DUE ON	AMOUNT DUE	
9/16/2024	\$18,411.00	

City of Bloomington
115 East Washington St.
Bloomington, IL 61701



Equipment Breakdown	PolicyNumber:	BME19C450991TIL24	Company:	Travelers Property Casualty Co of America	Effective:	5/1/2024	to	5/1/2025
Item #	Trans Eff Date	Due Date	Trans	Description	Amount			
35700322	9/10/2024	9/16/2024	ENDT	Add 1706 Morrissey Dr: AP \$655	\$655.00			
Property incl Earthquake &	PolicyNumber:	KTKCMB8P31595424	Company:	Travelers Indemnity Company	Effective:	5/1/2024	to	5/1/2025
Item #	Trans Eff Date	Due Date	Trans	Description	Amount			
35700311	9/10/2024	9/16/2024	ENDT	Add 1706 Morrissey Dr: AP \$17,756	\$17,756.00			
Total Invoice Balance:					\$18,411.00			



Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

BISKA1

City of Bloomington
115 East Washington St.
Bloomington, IL 61701

Invoice #	5288542
ACCOUNT NUMBER	DATE
BLOOMIN-01	9/16/2024
BALANCE DUE ON	AMOUNT DUE
9/16/2024	\$18,411.00
AMOUNT PAID	

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, LLC
PC Box 39735
Chicago, IL 60694-9700



PAY ONLINE AT: WWW.AJG.COM/EZPAY



CONSENT AGENDA ITEM NO. 8.F.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving (1) the Purchase of a 2024 Vermeer SC70TX Stump Grinder and a 2024 Vermeer BC-1800XL Chipper from Vermeer Midwest, in the Amount of \$166,546.48; and, (2) Approving the Surplus Property Trade-in of the 1995 Vermeer Stump Grinder and the 2003 Vermeer Wood Chipper, as requested by the Parks & Recreation Department and the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Resolution 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: Staff recommends the approval of the purchase of a new 2024 Vermeer SC70TX Stump Grinder and a new 2024 Vermeer BC-1800XL Chipper from Vermeer Midwest for use in our forestry operations, for a total amount of \$166,546.48 (including \$7,000 trade-in values). The new 2024 Vermeer SC70TX Stump Grinder will replace Unit S66, which is a 1995 version and has reached the end of its useful life with 675 hours of use. The new 2024 Vermeer BC-1800XL Chipper will replace Unit LB37, which is a 2003 version and has reached the end of its useful life with 948 hours of use.

The Parks & Recreation Department's ("Department") Forestry Division depends on having reliable and up-to-date equipment for daily operations. If approved, the Department will utilize the stump grinder and chipper to efficiently maintain the 10,000+ City-owned trees throughout the community and within the park system.

The new stump grinder will be on a track system which provides versatility by allowing crews to perform work as weather conditions change and the ground becomes saturated. It also allows the crews to perform work off City streets, making it safer for employees and citizens. The stump grinder will also allow staff to perform work in smaller and tighter areas, such as the Zoo, where the current, larger stump grinder does not fit.

The new chipper is larger than the current unit and would allow crews to be more effective and efficient in their daily operations. The winch on the new unit significantly reduces both manual labor and time, further increasing efficiency and ease of operation. Vermeer is one of the leaders in the Forestry Industry and currently provides excellent service to the City of Bloomington. Maintaining consistency with Vermeer ensures that Department staff remain familiar with operating procedures, enhancing both efficiency and safety when using the new equipment.

If the purchases are approved, the units would be purchased through the joint purchasing contract from Sourcewell-Contract ID #: 25014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Vermeer Midwest, City Staff

FINANCIAL IMPACT: If approved, the City will purchase a 2024 Vermeer SC70TX Stump Grinder and a 2024 Vermeer BC-1800XL Chipper from Vermeer Midwest, in the Amount of \$166,546.48 which includes the trade-in of the 1995 Vermeer Stump Grinder and the 2003 Vermeer Wood Chipper. This will be paid out of the Parks Maintenance-Capital Outlay Equipment Other than Office account (10014110-72140). The amount includes the \$7,000 trade-in credit for the 1995 Vermeer Stump Grinder and the 2003 Vermeer Wood Chipper combined. A total of \$184,500 was budgeted in FY 2025 for these purchases. Stakeholders can locate this in the FY 2025 Budget Books titled: "Budget Overview & General Fund" on page 184 and "Other Funds & Capital Improvement" on page 95.

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 NE-2 (Create a park and green space system that protects the environment and provides for a variety of active and passive recreational activities for current and future residents of Bloomington), Objective NE-2.1 (Increase the diversity, quality, and quantity of tree cover and greenery throughout the City)

Respectfully submitted for consideration.

Prepared by: Jeff Hindman, Superintendent of Parks Maintenance

ATTACHMENTS:

[P&R 2B Resolution](#)

[P&R 2C Resolution Exhibit A - Quote Stump Grinder](#)

[P&R 2D Resolution Exhibit B - Quote Chipper](#)

RESOLUTION NO. 2024 - ____

A RESOLUTION APPROVING (1) THE PURCHASE OF VERMEER SC70TX STUMP GRINDER AND VERMEER BC-1800XL CHIPPER FROM VERMEER MIDWEST, IN THE AMOUNT OF \$166,546.48; AND, (2) APPROVING THE SURPLUS PROPERTY TRADE-IN OF THE 1995 VERMEER STUMP GRINDER AND THE 2003 VERMEER WOOD CHIPPER

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of Vermeer SC70TX Stump Grinder and Vermeer BC-1800XL Chipper (PURCHASE), in the amount of \$166,546.48; and

WHEREAS, the detailed quote for the stump grinder (Exhibit A) and the chipper (Exhibit B) are attached; and

WHEREAS, this PURCHASE is to replace Unit S66 a 1995 model with 675 hours of use that has reached the end of its useful life and replace Unit LB37 a 2003 model with 948 hours of use which has reached the end of its useful life; and

WHEREAS, the new units are consistent with the Parks & Recreation Department's existing fleet offering familiarity of operation, increased safety, and great service levels from Vermeer Midwest; and

WHEREAS, the PURCHASE consists of a purchase through the joint purchasing contract from Sourcewell-Contract ID # 25014 for the Vermeer SC70TX Stump Grinder and the Vermeer BC-1800XL Chipper including a trade-in value of \$7,000 for the current units for a total purchase price of \$166,546.48; and

WHEREAS, the City Council finds it in the best interest of the City to approve the purchase.

NOW THEREFORE, BE IT RESOLVED 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 City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

PASSED this 28th day of October 2024

APPROVED this ____ day of October 2024

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



120 E Martin Drive
 Goodfield, IL 61742
 309-965-3300
www.vermeermidwest.com

CONSUMER RETAIL PURCHASE ORDER AND SECURITY AGREEMENT

9/30/2024

Reference #: Q-23246-6

PO #:

Bill To:

Bloomington Park District Bloomington
 Jeremy Meints
 1813 Springfield Road
 Bloomington, IL 61701
 309-434-2281

Ship To:

Bloomington Park District Bloomington
 Jeremy Meints
 1813 Springfield Road
 Bloomington, IL 61701
 309-434-2281

1 New 2024 Vermeer SC70TX, 1 hours

\$76,307.80

- ~ Caterpillar 67 HP T4F Turbo Diesel Engine, 153 Ft. Lbs Torque
- ~ Low Oil Pressure & High Coolant Temp Shutdown system
- Weighs 3,900 Lbs
- 12 Gallon Fuel Tank
- Upgraded "80 Size" Upper and Lower Gearbox's
- ~ 2~speed Rubber Track Self-Propelled Ground Drive
- Expandable/ Retractable Undercarriage
- New Smooth Tracking, Upgraded Undercarriage
- 20% Faster Tracking Speed Than Older Models
- Vermeer Exclusive Yellow Jacket Cutting System w/ 30 teeth
- Direct Drive Gearbox Cutter Wheel Drive
- Swing Out Operator Control Station
- Patented Auto Sweep
- 1 Year /1,000 -Hour Standard Vermeer Limited Warranty
- 3 Year / 3,000 – Hour Limited Warranty On Gearboxes & Driveline
- 2 Year / 2,000 Hour Standard Caterpillar Engine Warranty per Engine Manufacturer
- ~ **Sourcewell Pricing** (This is Sourcewell pricing ID# 25014)

1 Used 1995 Vermeer SC222, 675 hours, SN# 1VRD07108S1001760

\$-2,500.00

Self Propelled
 Manual Rear Steer
 20HP Honda
 Pro Series Teeth
 TLR 33 Vin#1VRN091J3AT1000185

Untaxed Machine	\$76,307.80
Trade	\$-2,500.00
Freight and Prep	\$984.00
Grand Total	\$74,791.80

Total Due	\$74,791.80

Initials: _____

Quote #:Q-23246

Note: Buyer certifies all Trade-Ins are free of encumbrances**Notice**

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds thereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Until the seller is paid in full for said equipment, buyer shall obtain insurance naming seller as "additional insured" covering all risk of loss, theft or damage on equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and assigned to seller. The buyer shall immediately deliver to the seller, a certificate of insurance indicating the same.

Applicable items denoted below:

- Sold new with: 1 Year / 1,000 Hours Parts and Labor Standard Vermeer Limited Warranty

All warranty repairs made under this agreement must be made in dealer's shop and buyer is responsible for hauling equipment for repair. All warranty parts must be returned within 30 days. No warranty is given by the dealer for tires, batteries or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse or negligence. This warranty is not transferable.

In the event the equipment described herein is unavailable for any reason beyond the seller's control, the seller shall not be liable for any damages caused to the buyer.

If any sales, use, excise or other tax is not stated correctly herein or is changed by an applicable government authority and effective to this purchase, the amount due hereunder shall be adjusted accordingly.

The equipment purchased herein is hereby pledged to seller as security until the entire purchase has been paid, buyer authorizes seller to file a U.C.C.-1

Financing Statement against the buyer for said equipment, until paid in full.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties.

I hereby agree

to the conditions of this order, expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 21 years of age or older and acknowledge receipt of a copy of this order. In order to secure buyer's obligations under this agreement and any extension, renewal or modification thereof, buyer hereby grants to dealer a security interest in all of the goods described herein, and all accessions and additions thereto and all proceeds thereof.

Notice to the buyer:

Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. You have the right to pay in advance the unpaid balance of this contract.

Buyer's signature: _____ Date: _____
By signing this agreement the buyer agrees to above provisions

Salesman signature: _____ Date: _____

Initials: _____

Quote #:Q-23246

Exhibit B



120 E Martin Drive
Goodfield, IL 61742
309-965-3300
www.vermeermidwest.com

CONSUMER RETAIL PURCHASE ORDER AND SECURITY AGREEMENT

9/16/2024

Reference #: Q-28786-5

PO #:

Bill To:
Bloomington Park District Bloomington
Jeremy Meints
1813 Springfield Road
Bloomington, IL 61701
309-434-2281

Ship To:
Bloomington Park District Bloomington
Jeremy Meints
1813 Springfield Road
Bloomington, IL 61701
309-434-2281

1 New 2024 Vermeer BC-1800XL, 1 hours, SN# 1VRD15AG1P1050319

\$94,914.68

- 130hp Cummins QSF3.8L Tier 4 Final Turbo Charged Diesel Engine
- 19" Capacity Drum Chipper with 20"x 24" Infeed Opening
- ~ Ecolde Engine Control system-Automatically lowers engine RPM if material is not being chipped.
- Four sided square anvil/bedknife
- High Coolant Temperature and Low Oil Pressure Automatic Shutdown
- ~ Machine Weight: 9,960 lbs with winch
- ~ Transport Length 177", Width 78.5", Height 107"
- ~ 35 Gallon Fuel Tank, 12 Gallon Hydraulic Tank
- Patented Vermeer Smartfeed System
- ~ Infeed Rate is 0-117 fpm - 10,000 lbs. Rubber Torsion Axle
- LT235/75R17.5 Load Range J Standard Tires, Electric Brakes with Breakaway Switch
- 13" Spring Loaded Autoclutch, Which Can only be Engaged at Low rpm
- 36" Wide Cutter Drum with 4 - 5.5" x 10" Dual Edged Chipper Knives
- Upper and lower feed stop bar for safety
- Vermeer Winch - 2000lb Rope Line Pull Capacity - 150ft of 7/16" rope 1/4" Choker Chain Input Speed 51RPM, Forward, Reverse, Free Spool - Vermeer Design
- 1 year/1,000 Hour Parts and Labor Standard Vermeer Warranty
- 3 year/3,000 Hour Extended Limited Warranty on Chipping Drum

(This is Sourcewell pricing ID# 25014)

1 Used 2003 Vermeer BC1000XL, 948 hours, SN# 1VRU111AX31003563

\$-4,500.00

- 85 HP Cummins B3.3 Turbo Diesel Engine
- 12" Capacity Drum Style Brush Chipper, 12" X 17" Opening
- High Coolant Temperature and Low Oil Automatic Shutdown
- Air Cleaner 2 Stage Dry with Safety Element
- Machine Weight 4,860lbs.
- 25 Gallon Fuel Tank
- Live Hydraulics with 7 Gallon Hydraulic Tank
- Patented Vermeer Smartfeed System
- 5200 lbs. Rubber Torsion Axle
- Electric Brakes with Breakaway Switch

Initials: _____

Quote #:Q-28786

~ Clutchless PTO with Belt Tensioner

Untaxed Machine	\$94,914.68
Trade	\$-4,500.00
Freight and Prep	\$1,340.00
Grand Total	\$91,754.68
Total Due	\$91,754.68

Note: Buyer certifies all Trade-Ins are free of encumbrances

Notice

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds thereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Until the seller is paid in full for said equipment, buyer shall obtain insurance naming seller as "additional insured" covering all risk of loss, theft or damage on equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and assigned to seller. The buyer shall immediately deliver to the seller, a certificate of insurance indicating the same.

Applicable items denoted below:

- Sold new with: 1 Year / 1,000 Hours Parts and Labor Standard Vermeer Limited Warranty

All warranty repairs made under this agreement must be made in dealer's shop and buyer is responsible for hauling equipment for repair. All warranty parts must be returned within 30 days. No warranty is given by the dealer for tires, batteries or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse or negligence. This warranty is not transferable.

In the event the equipment described herein is unavailable for any reason beyond the seller's control, the seller shall not be liable for any damages caused to the buyer.

If any sales, use, excise or other tax is not stated correctly herein or is changed by an applicable government authority and effective to this purchase, the amount due hereunder shall be adjusted accordingly.

The equipment purchased herein is hereby pledged to seller as security until the entire purchase has been paid, buyer authorizes seller to file a U.C.C.-1

Financing Statement against the buyer for said equipment, until paid in full.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties.

I hereby agree

to the conditions of this order, expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 21 years of age or older and acknowledge receipt of a copy of this order. In order to secure buyer's obligations under this agreement and any extension, renewal or modification thereof, buyer hereby grants to dealer a security interest in all of the goods described herein, and all accessions and additions thereto and all proceeds thereof.

Notice to the buyer:

Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. You have the right to pay in advance the unpaid balance of this contract.

Buyer's signature: _____ Date: _____
By signing this agreement the buyer agrees to above provisions

Salesman signature: _____ Date: _____

Initials: _____

Quote #:Q-28786



CONSENT AGENDA ITEM NO. 8.G.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Resolution Approving a Change Order for the Fiscal Year 2025 Bloomington Ice Arena and Lincoln Parking Facilities Camera Project from Scientel Solutions, LLC, in the Amount of \$25,004.55, as requested by the Information Technology Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Staff request a change order to increase the total project cost by \$25,004.55. The original purchase order for \$269,325.81 with Scientel Solutions, LLC, was approved by Council on April 22, 2024. The requested increase would cover the cost of the of additional labor and materials required to install two shelves for fiber cables, a small equipment cabinet (IDF cabinet), conduit (protective tubing for the cables), and the fiber cables themselves. This is all happening at the Lincoln Parking Garage to ensure the right infrastructure is in place to support the security camera system.

Per City Code - Chapter 16, Sec. 49 (G) - The City Manager shall have the authority to execute a change order to any contract if either (1) the amount of the change order is under \$5,000; or (2) the change order does not raise the total cost of the procurement more than \$50,000. For all other change orders, the City Council shall approve the change order or may give authority to the City Manager in the motion to approve the contract authority to execute change orders.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a Change Order will be processed for the Fiscal Year 2025 Bloomington Ice Arena and Lincoln Parking Facilities Camera Project from Scientel Solutions, LLC, in the amount of \$25,004.55 bringing the total project cost to \$294,330.36. A total of \$295,000 is included in the FY 2025 Budget for the project. If approved, this will be paid from the Capital Improvement Fund-Buildings account (40100100-72520). Stakeholders can locate this in the FY 2025 Adopted Budget Book titled "Other Funds & Capital Improvement" on pages 77, 81, 224, 243, 263, and 264. The City has been awarded a \$250,000 grant, so the total net cost to the City for the project will be \$44,330.36.

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 Resolution](#)

[IT 1C Resolution Exhibit A - Invoice](#)

[IT 1D Original Approved Purchase](#)

RESOLUTION NO. 2024 - ____

**A RESOLUTION APPROVING A CHANGE ORDER FOR THE FISCAL YEAR 2025
BLOOMINGTON ICE ARENA AND LINCOLN PARKING FACILITIES CAMERA PROJECT
FROM SCIENTEL SOLUTIONS, LLC, IN THE AMOUNT OF \$24,004.55**

WHEREAS, subject to the provisions of the City Code, City staff are recommending approval of a change order with Scientel Solutions, LLC, in the amount of \$24,004.55; and

WHEREAS, Council approved the original Fiscal Year 2025 Bloomington Ice Arena and Lincoln Parking Facilities Camera Project on April 22, 2024, with Scientel Solutions, LLC, in the amount of \$269,325.81; and

WHEREAS, the detailed invoice is attached (Exhibit A); and

WHEREAS, the Change Order consists of additional labor and materials required to install two shelves for fiber cables, a small equipment cabinet (IDF cabinet), conduit (protective tubing for the cables), and the fiber cables themselves at the Lincoln Parking Garage to ensure the right infrastructure is in place to support the security camera system; and

WHEREAS, the City Council finds it in the best interest of the City to approve the change order.

NOW THEREFORE, BE IT RESOLVED 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 City Manager, or designated representatives, are authorized to execute the Change Order, and any other necessary documents.

PASSED this 28th day of October 2024.

APPROVED this ____ day of October 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A



2021 N Eola Rd Aurora IL 60502-5600
dba: Scientel Wireless, LLC

Invoice Number	008072
Invoice Date	September 30, 2024
Terms	Net 30
PO Number	20250003-0
Project	J-24-01528
Page	1 of 1

City of Bloomington IL
Accounts Payable
PO BOx 3157
Bloomington, IL 61702-3157

Turnkey Equipment & Services - Lincoln & Ice Arena Parking Garages - 10% on System Acceptance	26,932.58
---	-----------

Invoice Total (US Funds)	26,932.58
---------------------------------	------------------

Please remit payment to:
Scientel Solutions LLC 2021 N Eola Rd, Aurora, IL 60502-5600

Voice: (630) 652-3800



Sales Order

Scientel Solutions LLC

2021 N. Eola Rd.
Aurora, IL 60502

Submitted To:

City of Bloomington, IL

Craig McBeath

cmcbeath@cityblm.org

Phone: (309) 434-2257

Quote#:

SCI01227

Date:

05/28/2024

Expires:

06/27/2024

Submitted By:

Scientel Solutions LLC

Glenn Luckman

gluckman@scientelsolutions.com

Phone: (312) 877-4280

Quote Name: Bloomington Ice Arena & Lincoln Parking Garage Camera Project – Additional Services and Equipment

Quote Description: Scientel Solutions LLC (Scientel) has prepared this Additional Services and Equipment request for the City of Bloomington, IL (Bloomington) per design requirements from Bloomington. Scientel will add GRC threaded conduit mounts for cameras to be mounted to the decks instead of the beams for each parking garage.

Staging & Installation Services:

- Scientel will work with Bloomington's POC to schedule access for installation.
- Scientel will provide and install all required conduit and cabling infrastructure per the approved camera design from the detailed design review.
- Scientel will provide Bloomington with a closeout package which will include:
 - Installation photos

Assumptions:

- All assumptions from SCI01001v4 apply

Pricing:

Item/Description	Price
Turnkey Equipment & Services – Lincoln Parking Garage	\$8,433.90
Turnkey Equipment & Services – Ice Arena Parking Garage	\$4,648.15

TOTAL \$13,082.05

Billing Milestones: Same billing milestones as SCI01001v4 still apply

Terms, Conditions, & Acceptance:

Scientel Solutions LLC will accept a written Purchase Order (P.O.) for work. Payment due 30 days after submission of invoice. This sales order is valid for 30 days. If the above quote and terms are accepted by the quote 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: Jeffrey R. Jurgens

Date: 6/3/2024 | 8:32 AM CDT

Name (Print): Jeffrey R. Jurgens

Title: City Manager



CONSENT AGENDA ITEM NO. 8.H.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with Donohue & Associates, Inc., for a Study to Evaluate the Conversion of the Existing Electrical System at the Water Treatment Plant, in an Amount Not to Exceed \$75,000, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: The Water Department recommends approval of an Agreement with Donohue & Associates, Inc. ("Donohue"), for a study to evaluate the conversion of the existing electrical system at the Water Treatment Plant ("WTP"). Donohue will determine specific recommendations for cost-effective electrical improvements with a construction schedule designed to follow the City's financial planning.

The WTP was built in 1987. The electrical system for this plant consists of both 480-volt and 2400-volt equipment. With this equipment being about 40 years old, the equipment becomes less reliable, and replacement parts have become obsolete and unavailable which puts the WTP at risk of failure.

This project will develop a plan for replacing the 40-year-old electrical system, including the 2400-volt equipment, and two of the four high service pump motors. Due to the voltage, these pumps run at a constant speed. These motors would be replaced with 480-volt equipment allowing a VFD (Variable Frequency Drive) to be installed, which would let staff adjust the speed, match customer demand more consistently, and reduce energy consumption. This reduction in voltage would also create a safer work area for staff. Some of the current equipment has no safety equipment available to protect staff in the event of an arc flash. Currently, to work on this equipment safely, the entire WTP must be de-energized.

This project will also look to reutilize available WTP space for the new electrical gear versus an addition to the building. Doing so will allow for the new equipment installation while the old electrical equipment is still in service and reduce required shutdowns for replacements.

Through the Request for Qualifications (RFQ) 2022-25 (Resolution 2022-13), Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2022-25 established 10 categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less

than \$50,000, and large projects cost \$50,000 or more. City staff reviewed the seven selected firms under the (C: Potable Water Supply, Treatment, and Mechanical Maintenance) (Large) category, which is the key service for the project as described above, and determined Donohue to be the most qualified firm to do the work that best meets the City's needs. Based on Donohue's selection under RFQ 2022-25 and their experience with this type of work, Donohue was asked to submit a proposal for the scope and fees associated with performing an evaluation of the alternatives and development of construction phasing and construction cost opinions for this conversion. The vendor was chosen for this project utilizing a qualifications-based selection process, and, therefore, the City's local preference policy does not apply. Donohue's proposal is attached and, should the agreement be approved, would authorize an amount not to exceed \$75,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Donohue & Associates, Inc., for a Study to Evaluate the Conversion of the Existing Electrical System at the Water Treatment Plant, in an Amount Not to Exceed \$75,000. This agreement will be allocated out of Water Mechanical Maintenance-Engineering Services account (50100160-70050). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 142.

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: Aaron Kinder, Superintendent of Mechanical Maintenance

ATTACHMENTS:

[WTR 1B Resolution](#)

[WTR 1C Resolution Exhibit A - Agreement](#)

RESOLUTION NO. 2024 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH DONOHUE & ASSOCIATES, INC.,
FOR A STUDY TO EVALUATE THE CONVERSION OF THE EXISTING
ELECTRICAL SYSTEM AT THE WATER TREATMENT PLANT, IN AN AMOUNT NOT
TO EXCEED \$75,000**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Agreement with Donohue & Associates Inc. (Exhibit A) be approved for a study to evaluate the conversion of the existing electrical service at the Water Treatment Plant (PROJECT), in an amount not to exceed \$75,000; and

WHEREAS, PROJECT consists of a study necessary for the replacement of equipment that is 40 years old, as this equipment has become less reliable, and replacement parts have become obsolete and unavailable putting the Water Treatment Plant (WTP) at risk of failure. The study will also plan to replace the 2400-volt equipment, including two high-service pump motors. These motors would be replaced with 480-volt equipment, allowing a VFD (Variable Frequency Drive) to be installed, allowing staff to adjust the speed, matching customer demand more consistently, and reducing energy consumption; and

WHEREAS, Donohue & Associates, Inc. will determine specific recommendations for cost-effective electrical improvements with a construction schedule designed to follow the City's financial planning; and

WHEREAS, the City Council finds it in the best interest of the City to approve the contract.

NOW THEREFORE, BE IT RESOLVED 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 City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents.

PASSED this 28th day of October 2024.

APPROVED this ____ day of October 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH
DONOHUE & ASSOCIATES, INC.
FOR
ARCHITECTURAL & ENGINEERING SERVICES**

THIS AGREEMENT, dated this 12 day of November, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Donohue & Associates, 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 not subject to a formal solicitation process by the CITY.

- X This Agreement was subject to the following procurement initiative by the CITY:
"RFQ #2022-25 FY22 Multi-Year Professional A&E 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:

- X 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, and after giving VENDOR reasonable time to cure deficiencies, 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. ~~Neither the CITY nor VENDOR shall not be in default of this Agreement and or 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 or VENDOR'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~~ to the extent caused by VENDOR's negligent 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. To the fullest extent permitted by Laws and Regulations, CITY and VENDOR waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

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. Any reuse or alteration of the documents for any purpose other than that for which such documents were originally prepared shall be at CITY's sole risk and VENDOR assumes no responsibility for the alteration or reuse of those documents.

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 EssenceSchedule. With regard to all dates and time periods set forth or referred to in this Agreement, VENDOR shall complete work in agreed-to timeframes time is of the essence subject to the Standard of Care. 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:

X 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 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:

Donohue & Associates, Inc
Attn: Terry Boyer
1605 S. State Street, Suite 1C
Champaign, IL 61820
tboyer@donohue-associates.com

Copy to:

Donohue & Associates, Inc.
Attn: Craig Brunner
3311 Weeden Creek Road
Sheboygan, WI 53081
cbrunner@donohue-associates.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). For purposes of this Agreement, a party is "successful" if it recovers 75 percent or more of what it sought in such proceeding, or if it successfully defends against 75 percent or more of what was claimed against it. If neither percentage is met, the parties bear their own respective attorney's 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: Craig W. Brunner
Its President

By: T. K. Boy
Its Vice President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED



EXHIBIT A

PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The Water Division of the City of Bloomington's Public Works Department ("City") owns and operates a public water system that serves customers within the City's corporate limits. The City owns a water treatment plant (WTP) that is located north of the City and that facility conveys finished water to the distribution system within the City.

The City is seeking assistance from Donohue to evaluate the conversion of the existing electrical service at the WTP from 2,400 volt distribution to 480 volt distribution. This project consists of performing an evaluation of the alternatives and development of construction phasing and construction cost opinions for this conversion.

B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

Abbreviations and Symbols

Plant	Water Treatment Plant
RFI	Request for Information
TM	Technical Memorandum
○	Services
➡	Deliverables

Phase 100 – Alternatives Analysis

105 Workshop 1.1 – Kickoff and On-Site Condition Assessment

○ Review and discuss project objectives, team members and stakeholders, communication protocols, schedule, and deliverables. Review, discuss, and refine the Request for Information. Discuss City preferences related to the station (e.g., configuration, equipment supplier preference, etc.). Perform a site visit to review and document existing conditions.

➡ Agenda
Request for Information
Workshop Handouts
Workshop Notes

110 Data Review

○ Review as-built drawing, applicable equipment shop drawings and O&M manuals, applicable equipment work orders and repair summaries, Ameren agreements, and Ameren monthly electric bills.

115	Ameren Workshop
○	Conduct a virtual workshop with the electric utility to review the existing service agreement, confirm the line of demarcation between Ameren and the City, discuss the Ameren substation transformer rating and secondary voltage taps, confirm current and potential future metering, and confirm the Ameren secondary voltage options for future conversions (e.g. 12,470 volt).
☞	Agenda Workshop Handouts Workshop Notes
120	Distribution Equipment Analysis
○	Examine the outdoor Westinghouse metal enclosed switchgear and indoor Cutler Hammer Ampgard line-up to determine a construction phasing plan associated with converting from 2,400 volt distribution to 480 volt distribution while replacing the following equipment: ▪ Outdoor switchgear (S1) ▪ High service pump switchgear (MVSP) ▪ 1500 KVA outdoor transformer ▪ 2,000 kW generator ▪ Low voltage switchgear (LVS3) ▪ Motor control centers (C1, P1, P2, P3, P4, and P4E) ▪ Unit substations (U1 and U2) ▪ 300 KVA outdoor transformer ▪ Integral distribution center Branch circuits and feeders from this equipment will be planned for re-use.
125	Motor Control Examination
○	Review the Cutler Hammer (Ampgard) motor controllers to determine how the high service pump motors can be converted to 480 volt and operated by variable frequency drives.
130	Vendor Coordination
○	Discuss project objectives with the various equipment vendors that have equipment at the WTP today including Schneider for the VFDs and low voltage switchgear, Eaton for the motor controller, ABB for the distribution switchgear, and Caterpillar for the generators. Vendors will confirm equipment and the generator manufacturer. Additional switchgear vendors will be included pending approval from the City. Typical players in this size of equipment for the medium voltage switchgear includes Siemens, ABB, Schneider (Square-D), Eaton, and Powell. Vendors will be engaged to determine equipment availability, sizing requirements, and capital costs.

135	Generator Evaluation
○	Determine the required generation and location to provide back-up power for the plant. Coordination with manufacturers to determine the physical size of the generator with enclosure. Various operating modes will be considered including operation with the utility grid for load reduction, island mode for storm protection, and black start for loss of utility grid.
140	Generator Rating Determination
○	Utilizing generator manufacturer sizing software it will be determined the amount of generation required to operate the typical plant load (using the two year maximum demand from Ameren billings).
145	Voltage Conversion Analysis
○	Determine a means to maintain plant operations while the distribution voltage is converted from 2,400 to 12,470 volt.
	The Fluoride Room will be examined to determine retrofits necessary to become the low voltage switchgear room. The analysis will determine the necessary tankage for ferric and fluoride and determine if existing tankage can be consolidated and/or removed.
150	Workshop 1.2 – Midpoint Review
○	Discuss progress to date and initial findings with the City.
➞	Agenda Workshop Handouts Workshop Notes
155	Generator and Switchgear Siting Workshop
○	Meet with the City to determine location of new generator and switchgear relative to existing infrastructure. The initial candidate for the switchgear is in the yard adjacent to the Westinghouse switchgear assembly. The generator location will need to be examined to determine a location that does not impact chemical deliveries and parking.
160	Define the New Systems
○	Finalize recommendations for the plant’s utilization voltage, size and type of generators, and switchgear.
165	Technical Memorandum
○	Summarize the findings in a technical memorandum (TM) that discusses the existing Plant’s electrical arrangement, consideration for improvements, and recommendations. The TM will include cost opinions, conceptual level equipment arrangements, and supporting documentation for equipment vendors. The TM will investigate Ameren’s ActOnEnergy program and FEMA resiliency grants.
➞	TM Cost Opinions

170	Workshop 1.3 – Draft TM Review
○	Review and discuss the TM. Refine these documents to incorporate and address the Water Utility’s comments.
☞	Agenda Workshop Handouts Workshop Notes
175	Finalize and Submit TM
○	Adjust the TM based on mutually agreed upon Workshop 1.3 comments. The basis for the TM recommendation will be a future electrical design that allows for added electrical redundancy.

C. PROJECT TIMING

Donohue shall be authorized to commence the work set forth herein upon receipt of a Notice to Proceed from Owner. The final technical memorandum will be completed within 8 months from authorization to proceed.

PART II OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities, surveys, geotechnical and environmental studies, or assessments.
3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.
4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

EXHIBIT B
PAYMENT TERMS

WTP Electrical Alternatives Analysis
City of Bloomington, Illinois
2024 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate 1.4794 14.500%

PM QC Elect Process Struct

Task Description	Sheet Count	ENG VIII	ENG VI	ENG VI	ENG VI	ENG V	ENG V	Total Hours	Total Direct Labor	IHDC	SBO	OHXDL	FF	Total Cost	Subtotals
Alternatives Analysis															\$ 74,990
105 Workshop 1.1 - Kickoff and Onsite Condition Assessment		8			8	8	8	32	\$ 2,448	\$ 500		\$ 3,621.69	\$ 953	\$ 7,522	
110 Data Review					24	8	4	36	\$ 2,661			\$ 3,937.39	\$ 957	\$ 7,556	
115 Ameren Workshop		4			4			8	\$ 687	\$ 500		\$ 1,015.64	\$ 319	\$ 2,521	
120 Distribution Equipment Analysis		2			16		2	20	\$ 1,562			\$ 2,311.47	\$ 562	\$ 4,436	
125 Motor Control Examination		2			16	4		22	\$ 1,693			\$ 2,504.95	\$ 609	\$ 4,807	
130 Vendor Coordination					24	4		28	\$ 2,124			\$ 3,142.19	\$ 764	\$ 6,030	
135 Generator Evaluation					12			12	\$ 929			\$ 1,374.07	\$ 334	\$ 2,637	
140 Generator Rating Determination					16	2		18	\$ 1,372			\$ 2,029.12	\$ 493	\$ 3,894	
145 Voltage Conversion Analysis		2			16	8	4	30	\$ 2,231			\$ 3,300.16	\$ 802	\$ 6,333	
150 Workshop 1.2 - Midpoint Review		8			8			16	\$ 1,373	\$ 500		\$ 2,031.28	\$ 566	\$ 4,470	
155 Generator and Switchgear Siting Workshop (virtual)		4			4			8	\$ 687	\$ -		\$ 1,015.64	\$ 247	\$ 1,949	
160 Define the New Systems		2			16			18	\$ 1,427			\$ 2,110.90	\$ 513	\$ 4,051	
165 Technical Memorandum		4	8		32	8	4	56	\$ 4,235			\$ 6,264.61	\$ 1,522	\$ 12,022	
170 Workshop 1.3 - Draft TM Review		8			8			16	\$ 1,373	\$ 500		\$ 2,031.28	\$ 566	\$ 4,470	
175 Finalize and Submit TM		2			8			10	\$ 808			\$ 1,194.85	\$ 290	\$ 2,293	
								-	\$ -			\$ -	\$ -	\$ -	
Total	-	46	8	212	42	22		330	\$ 25,609	\$ 2,000	\$ -	\$ 37,885	\$ 9,497	\$ 74,990	\$ 74,990
Total Direct Labor Dollars by Staff		\$ 4,335	\$ 577	\$ 16,409	\$ 2,797	\$ 1,491								TOTAL	\$ 75,000



CONSENT AGENDA ITEM NO. 8.I.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with Evergreen FS, from November 1, 2024, through October 31, 2025, for Citywide Gasoline & Diesel Fuel (Bid #2025-16), in an Amount Not to Exceed \$2,000,000, with the Option of Four One-Year Renewals, as requested by the Department of Operations & Engineering Services.

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: If approved, the City will enter into an agreement with Evergreen FS for gasoline and diesel fuel for the City's vehicles and equipment through October 31, 2025. Since the bid submission was based on unit pricing, the Department of Operations & Engineering Services ("DOES") will be able to increase the purchase order without further approval if needed. The agreement allows for four renewals of one year each, based upon performance as evaluated by the City and mutual agreement of both parties.

The bid package was advertised by the City to solicit competitive bids. Bids were received until 10:00 AM on Thursday, October 3, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. Evergreen FS was the sole responsible bidder on October 3. The City received one bid for this item, and, therefore, the Local Preference Policy does not impact the recommendation but Evergreen FS is a local firm.

The Agreement costs per gallon markup over terminal cost (daily market) are as follows: Unleaded Gasoline with 10% ethanol, No. 1 Diesel Fuel, No. 2 Diesel Fuel with up to 20% Biofuel added is \$0.03 for transport loads and \$0.20 for tank wagon; Diesel Exhaust Fuel is \$0.20 for tank wagons; and LP and Kerosene will be discounted 3% from retail at time of purchase. Evergreen FS has provided the City with the same services for the prior 10 years.

The City purchases approximately 50% of its fuel needs through the daily market (terminal cost). The markups bid by Evergreen FS apply to these purchases. The remaining approximately 50% of the purchases are done through the Evergreen FS fuel risk management program. The Evergreen FS fuel risk management program (hedging) allows schools and municipalities to pool their fuel purchases for volume discounts and guaranteed fuel costs. The City has enrolled in the risk management program to help remove the wide swings of fuel prices throughout the year and allow the City to budget more accurately. The markups bid by Evergreen FS do not apply to fuel purchased through the risk management

program. Please see the attached [City of Bloomington Fuel Strategy](#) for additional information.

Evergreen FS has met all of the bid specifications, which are important to the City's ability to respond to residents' needs in a natural or man-made disaster. These services include bulk fuel transport to the bulk tank at the Public Works fuel station, deliveries to various smaller fuel tanks at the parks and golf courses, emergency generators for the Water Department, Fire Stations, Grossinger Motors Arena, sewer lift pump stations, and to fire apparatus at working fires. Fuel cards are used to purchase fuel from Evergreen FS local stores when the Public Works garage fuel station is out of service for maintenance.

The local tank farm ensures the ability to deliver fuel from the tank farm to the City in the event of disaster. The City has used this service in past winters during major snow events when bulk fuel transports could not deliver fuel from out-of-town locations. Evergreen FS provides fuel storage tank sampling and testing with storage tank maintenance recommendations at no charge to the City on an annual basis.

DOES has continued to explore ways to "green" the fleet in responsible and practical manners, which is consistent with Strategic Plan and Comprehensive Plan goals. As a result, the City uses 20% bio-diesel and gasoline with 10% ethanol in all units that fill up at the Public Works fueling site. Bio-diesel and ethanol are alternative, renewable fuels. The City uses biodiesel derived from soybean oil and ethanol derived from corn. This covers most all units in the City's Fleet. The City also has many cars and trucks that are compatible with E85 fuel. However, the City does not have an available fuel tank for this type of fuel, and off-site E85 fuel is not cost-effective at this time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on September 19, 2024.

FINANCIAL IMPACT: If approved, funds are included in the FY2025 Budget and will be included in the FY 2026 Proposed Budget to cover the terms of the contract under Fleet Management-Fuel Account (10016310-71070). If applicable, budgeted funds will liquidated from the current FY 2025 purchase order associated with the expiring contract to apply to the new Purchase Order after all charges have been paid thru October 31, 2024. The FY 2025 budget includes \$1,600,000; 6 months (November through April) estimated at 50% of the total budget or \$800,000. Therefore, it is anticipated that the new Purchase Order, through April 30, 2025, will be created for approximately \$800,000. DOES will budget approximately \$1,600,000 in FY 2026 for fuel purchases. Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 314.

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-2 (Promote and facilitate energy conservation and alternate energy generation and resources), Objective UEW-2.2 (Ensure at least 25% of energy comes from renewable energy sources).

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

DOES 1B Resolution

DOES 1C Resolution Exhibit A - Agreement

DOES 1D Bid Tab

DOES 1E Fuel Strategy

DOES 1F Fuel Cost Chart

RESOLUTION NO. 2024 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH EVERGREEN FS, FROM NOVEMBER 1, 2024, THROUGH OCTOBER 31, 2025, FOR CITYWIDE GASOLINE & DIESEL FUEL (BID #2025-16), IN AN AMOUNT NOT TO EXCEED \$2,000,000, WITH THE OPTION OF FOUR ONE-YEAR RENEWALS

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Evergreen FS be approved for Citywide Gasoline & Diesel Fuel, in an amount not to exceed \$2,000,000, with the option of four (4) one-year renewals (Exhibit A); and

WHEREAS, purchasing gasoline and diesel fuel is for use in the City's vehicles and equipment; and

WHEREAS, the Agreement costs per gallon markup over terminal cost (daily market) are as follows: Unleaded Gasoline with 10% ethanol, No. 1 Diesel Fuel, No. 2 Diesel Fuel with up to 20% Biofuel added is \$0.03 for transport loads and \$0.20 for tank wagon; Diesel Exhaust Fuel is \$0.20 for tank wagons; and LP and Kerosene will be discounted 3% from retail at time of purchase; and

WHEREAS, since the bid submission was based on unit pricing, the Department of Operations & Engineering Services will be able to increase the purchase order without further approval if needed up to the \$2,000,000; and

WHEREAS, Evergreen FS has met all of the bid specifications, which are important to the City's ability to respond to residents' needs in a natural or man-made disaster, was the sole bidder, and has provided the City with the same services for the prior 10 years; and

WHEREAS, the City Council finds it in the best interest of the City to approve the agreement.

NOW THEREFORE, BE IT RESOLVED 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 City Manager, or designated representatives, are authorized to execute the Agreement, and any other necessary documents.

PASSED this 28th day of October 2024.

APPROVED this ____ day of October 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

CITY OF BLOOMINGTON AGREEMENT WITH EVERGREEN FS INC

FOR Citywity Gasoline & Diesel Fuel

THIS AGREEMENT, dated this 19 day of October, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Evergreen FS 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 not subject to a formal solicitation process by the CITY.

☒

This Agreement was subject to the following procurement initiative by the CITY:

Bid #2025-16 Citywide Gasoline & Diesel Fuel (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 solely from the 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 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:

Evergreen FS Inc
ATTN: Megan Volk
402 N. Hershey
Bloomington, IL 61701

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: Greg To
Its VP Energy

By: Jaime Winterland
Its VP Finance

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

**Citywide Gasoline & Diesel Fuel
Bid #2025-16**

The City of Bloomington (hereinafter referred to as “City”) maintains a number of refueling sites around the City and at Lake Bloomington for refueling of the City's five hundred plus (500+) pieces of equipment. A list of the refueling sites including tank sizes, tank types, and locations is included in the specifications in Bid #2025-16 Citywide Gasoline & Diesel Fuel. The City operates its vehicles and equipment on gasoline with a 10% blend of ethanol and on-road and off-road diesel fuel with up to a 20% blend of Bio Fuel. Detailed information is included in the Procurement Documents for this bid which are incorporated into the contract.

EXHIBIT B
COSTS/FEES

EVALUATION TABULATION

ITB No. Bid #2025-16

Citywide Gasoline & Diesel Fuel

RESPONSE DEADLINE: October 3, 2024 at 10:00 am

Report Generated: Thursday, October 10, 2024

BID #2025-16 CITYWIDE GASOLINE & DIESEL FUEL - BASE BID 1A

Base Bids are based on Markup Cents Per Gallon for Transport and Tank Wagon deliveries. Base Bid 1A is for Transport. Bidder agrees to sell and deliver fuel to the City of Bloomington per the Specification, from contract award through October 31, 2029, at the terminal price, plus applicable State and Federal taxes at time of fuel order, plus the listed bid markup, and to meet the conditions set forth in the Specifications and General Instructions to Bidders.

X1Transport - Markup Cents Per Gallon for Unleaded Gasoline with 10% Ethanol-Cents/Gallon \$0.03
X2Transport - Markup Cents Per Gallon for No. 1 Diesel Fuel- Cents/Gallon \$0.03
X3Transport - Markup Cents Per Gallon for No. 2 Diesel Fuel, up to 20% Bio Added-Cents/Gallon \$0.03
X4Transport - Markup Cents Per Gallon for Diesel Exhaust Fluid (DEF Fluid)-Cents/Gallon \$0.03
Total

BID #2025-16 CITYWIDE GASOLINE & DIESEL FUEL - BASE BID 1B

Base Bids are based Markup Cents Per Gallon for Transport and Tank Wagon deliveries. Base Bid 1B is for Tank Wagon. Bidder agrees to sell and deliver fuel to the City of Bloomington per the Specification, from contract award through October 31, 2029, at the terminal price, plus applicable State and Federal taxes at time of fuel order, plus the listed bid markup, and to meet the conditions set forth in the Specifications and General Instructions to Bidders.

X1Tank Wagon - Markup Cents Per Gallon for Unleaded Gasoline with 10% Ethanol-Cents/Gallon \$0.20
X2Tank Wagon - Markup Cents Per Gallon for No. 1 Diesel Fuel-Cents/Gallon \$0.20
X3Tank Wagon - Markup Cents Per Gallon for No. 2 Diesel Fuel up to 20% Bio Added-Cents/Gallon \$0.20
X4Diesel Exhaust Fluid (DEF Fluid)-Cents/Gallon \$0.20
Total

BID #2025-16 CITYWIDE GASOLINE & DIESEL FUEL - BASE BID 2

Base Bid 2 is based on the Discount from Retail at the Time of Purchase for Liquid Propane and Kerosene. Bidder agrees to sell and deliver Liquid Propane and Kerosene to the City of Bloomington per the Specification, from contract award through October 31, 2029, at the Retail price at time of purchase minus the above listed bid Discount, plus applicable State and Federal taxes, and to meet the conditions set forth in the Specifications and General Instructions to Bidders.

X1Discount from Retail at the Time of Purchase of Liquid Propane-Percentage 3%
X2Discount From Retail at the Time of Purchase of Kerosene-Percentage 3%
Total



EVALUATION TABULATION

ITB No. Bid #2025-16

Citywide Gasoline & Diesel Fuel

RESPONSE DEADLINE: October 3, 2024 at 10:00 am

Report Generated: Thursday, October 10, 2024

BID #2025-16 CITYWIDE GASOLINE & DIESEL FUEL - BASE BID 1A

Base Bids are based on Markup Cents Per Gallon for Transport and Tank Wagon deliveries. Base Bid 1A is for Transport. Bidder agrees to sell and deliver fuel to the City of Bloomington per the Specification, from contract award through October 31, 2029, at the terminal price, plus applicable State and Federal taxes at time of fuel order, plus the listed bid markup, and to meet the conditions set forth in the Specifications and General Instructions to Bidders.

Bid #2025-16 Citywide Gasoline & Diesel Fuel - Base Bid 1A							Evergreen FS	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	1	Transport - Markup Cents Per Gallon for Unleaded Gasoline with 10% Ethanol	1	Cents/Gallon	\$0.03	\$0.03		
X	2	Transport - Markup Cents Per Gallon for No. 1 Diesel Fuel	1	Cents/Gallon	\$0.03	\$0.03		
X	3	Transport - Markup Cents Per Gallon for No. 2 Diesel Fuel, up to 20% Bio Added	1	Cents/Gallon	\$0.03	\$0.03		
X	4	Transport - Markup Cents Per Gallon for Diesel Exhaust Fluid (DEF Fluid)	1	Cents/Gallon	\$0.03	\$0.03		
Total								

BID #2025-16 CITYWIDE GASOLINE & DIESEL FUEL - BASE BID 1B

Base Bids are based Markup Cents Per Gallon for Transport and Tank Wagon deliveries. Base Bid 1B is for Tank Wagon. Bidder agrees to sell and deliver fuel to the City of Bloomington per the Specification, from contract award through October 31, 2029, at the terminal price, plus applicable State and Federal taxes at time of fuel order, plus the listed bid markup, and to meet the conditions set forth in the Specifications and General Instructions to Bidders.

Bid #2025-16 Citywide Gasoline & Diesel Fuel - Base Bid 1B							Evergreen FS	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
X	1	Tank Wagon - Markup Cents Per Gallon for Unleaded Gasoline with 10% Ethanol	1	Cents/Gallon	\$0.20	\$0.20		
X	2	Tank Wagon - Markup Cents Per Gallon for No. 1 Diesel Fuel	1	Cents/Gallon	\$0.20	\$0.20		
X	3	Tank Wagon - Markup Cents Per Gallon for No. 2 Diesel Fuel up to 20% Bio Added	1	Cents/Gallon	\$0.20	\$0.20		
X	4	Diesel Exhaust Fluid (DEF Fluid)	1	Cents/Gallon	\$0.20	\$0.20		
Total								

BID #2025-16 CITYWIDE GASOLINE & DIESEL FUEL - BASE BID 2

Base Bid 2 is based on the Discount from Retail at the Time of Purchase for Liquid Propane and Kerosene. Bidder agrees to sell and deliver Liquid Propane and Kerosene to the City of Bloomington per the Specification, from contract award through October 31, 2029, at the Retail price at time of purchase minus the above listed bid Discount, plus applicable State and Federal taxes, and to meet the conditions set forth in the Specifications and General Instructions to Bidders.

Bid #2025-16 Citywide Gasoline & Diesel Fuel - Base Bid 2						Evergreen FS	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	
X	1	Discount from Retail at the Time of Purchase of Liquid Propane	1	Percentage	3%	3%	
X	2	Discount From Retail at the Time of Purchase of Kerosene	1	Percentage	3%	3%	
Total							

CITY OF BLOOMINGTON FUEL STRATEGY

Purchase approximately 50% of yearly fuel in the Evergreen FS Risk Management Program. Take delivery of fuel 50% of monthly use each month. Buy the remaining 50% each month on the market. Decide when to use Program fuel and when to buy fuel off the market each month, based on fuel prices and trends for the month.

Risk Management Program

The goal of this program is to reduce risk by locking in fuel prices during a time frame that historically offers fuel oil prices that are at a low point for the year. This program pools fuel from multiple users to get a volume discount.

Users must be enrolled by mid-December to participate and receive fuel from February 1st to January 30th of the following year. Evergreen takes the total gallons enrolled in the program and buys equal amounts of fuel on select trading days from December 1st thru January 30th for each month of the year. The product price is averaged and applied to each month plus applicable State and Federal taxes, and \$0.03 Transport or \$0.20 Tank Wagon per gallon as per our current contract with Evergreen FS. The product price for diesel exhaust fuel is \$0.20 Tank Wagon per gallon under the same contract.

Other agencies that use Risk Management Program

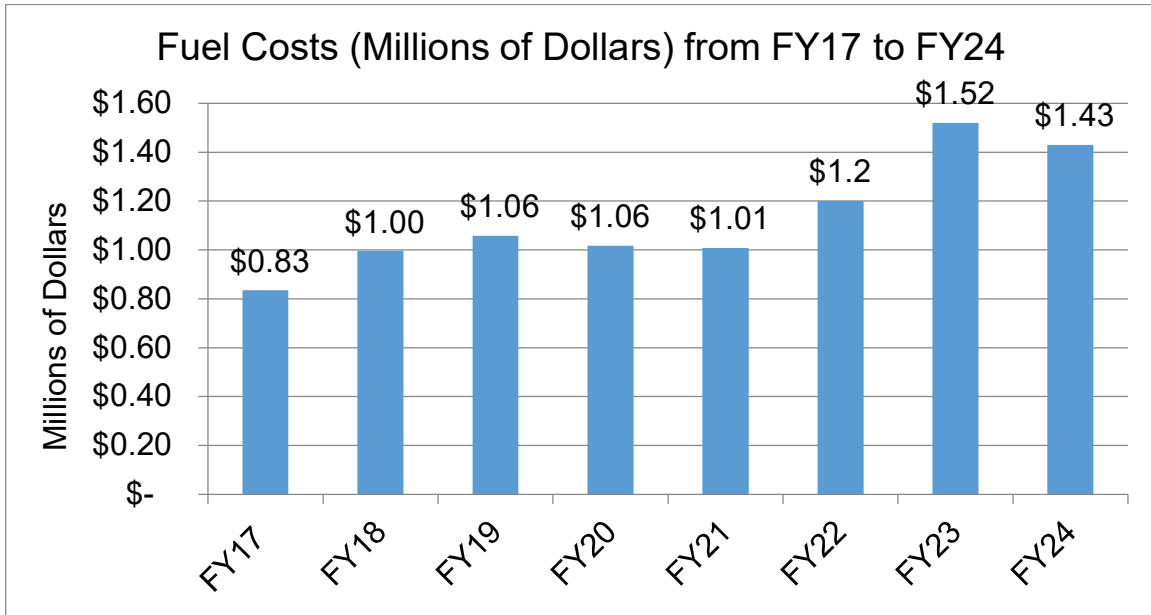
District 87, Unit 5, Olympia, Heyworth, Clinton, Fieldcrest, Town of Normal. This past year, the City placed 50% of their gallons in this program and left the other 50% to purchase at market price which allows for diversity in their fuel purchases. This strategy works well as there are periods when the market price is lower than the contract price, and this allows for a lower average price for the month. Currently the contract price on the Risk Manager Program is averaging higher than the market price due to the Pandemic. Although the hope is that the program price is better than the market price as an average, the main objective is to remove the wide swings of the fuel prices throughout the year, and allow the City to budget more accurately and consistently.

Contract with Evergreen FS

- Services with FS
 - Contracting Fuels
 - Tank wagons fuel working fire trucks, tank farm in town
 - Bio Diesel purity
 - Tank sampling water, microbes
 - Market updates daily

Historical fuel price trends over the last 30 years indicated that fuels should be purchased in the months of November thru December for the following year as shown on the chart below. In the last 5 years, price trends indicate that fuels should be purchased in January and February. As the world economy continues to improve, crude oil costs will increase.







CONSENT AGENDA ITEM NO. 8.J.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Intergovernmental Agreement Between the City of Bloomington, the Town of Normal, and the County of McLean, IL for the 2025 Byrne Justice Assistance Grant Program Award (Grant #13686637), as requested by the Police Department.

RECOMMENDED MOTION: The proposed Resolution 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: The Byrne Justice Assistance Grant ("JAG") is awarded to fund certain law enforcement-related expenses such as training, technology, and equipment. The City of Bloomington, the Town of Normal, and the County of McLean are separate jurisdictions, and the Bloomington Police Department has historically administered the grant for these jurisdictions. A requirement of accepting the JAG is an intergovernmental agreement between the jurisdictions that defines the roles and the amounts each jurisdiction is to be awarded. An agreement is required even if one or more of the jurisdictions do not receive funds. The McLean County will receive \$4,000, the Town of Normal will receive \$9,322, and the City will receive \$24,549 from the JAG Award.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Town of Normal and County of McLean

FINANCIAL IMPACT: The Bloomington Police Department is estimated to receive \$24,549. These grant dollars will be recorded in the Police JAG Grant account (10015110-53155). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 231.

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 Resolution](#)

RESOLUTION NO. 2024 - ____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON, THE TOWN OF NORMAL, AND THE COUNTY OF MCLEAN, IL
FOR THE 2025 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD
(GRANT #13686637)**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an intergovernmental agreement (“IGA”) between the City of Bloomington, Town of Normal, and the County of Mclean, IL for the 2025 Byrne Justice Assistance Grant Program (“JAG”) Award (Exhibit A); and

WHEREAS, the JAG Award is awarded to fund certain law enforcement-related expenses such as training, technology, and equipment; and

WHEREAS, the City of Bloomington, the Town of Normal, and the County of McLean are separate jurisdictions; and the Bloomington Police Department has historically administered the grant for these jurisdictions; and

WHEREAS, a requirement of accepting the JAG is an intergovernmental agreement between the jurisdictions that defines the roles and the amounts each jurisdiction is to be awarded, even if one or more of the jurisdictions do not receive funds; and

WHEREAS, the IGA outlines that the City of Bloomington will administer the JAG Award where the McLean County will receive \$4,000, the Town of Normal will receive \$9,322, and the City will receive \$24,549 from the JAG Award; and

WHEREAS, the City Council finds it in the best interest of the City to approve the IGA.

NOW THEREFORE, BE IT RESOLVED 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 City Manager, or designated representatives, are authorized to execute the IGA, and any other necessary documents.

PASSED this 28th day of October 2024.

APPROVED this ____ day of October 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

GMS Application Number: GRANT13686637

THE STATE OF Illinois

CONTRACT NO. _____

COUNTY OF McLean

KNOW ALL BY THESE PRESENT

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF BLOOMINGTON, IL AND THE COUNTY OF MCLEAN, IL

2024 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2024, by and between The County of McLean, acting by and through its governing body, McLean County Board, (hereinafter referred to as "COUNTY"), the City of Bloomington, acting by and through its governing body, the City Council, (hereinafter referred to as "CITY"); and the TOWN of Normal, acting by and through its governing body, the Town Council, (hereinafter referred to as "TOWN"), all of McLean County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of the COUNTY, CITY, and TOWN Government codes; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, the Bureau of Justice Assistance ("BJA") has made a Joint Allocation of Justice Assistance Grant ("JAG") funding to the TOWN and CITY in the amount of \$33,963.00, and the TOWN and CITY agree to share funds with the COUNTY; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The CITY is the recipient of the entire Joint Allocation and agrees to pay the TOWN \$13,067.00.

Section 2.

The CITY agrees to pay the COUNTY \$2,100.00.

Section 3.

The TOWN agrees to pay the COUNTY \$1,300.00.

Section 4.

CITY agrees to use \$18,796.00 for technology, training, and equipment.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by the Tort Claims Act.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY of Bloomington, IL

Mboka Mwilambwe
Mayor, City of Bloomington

Attest:

Leslie Yocum
City Clerk, City of Bloomington

Approve as to Form:

Christopher Spanos
Corporate Counsel, City of Bloomington

COUNTY of McLean, IL

John McIntyre
McLean County Board Chairman

Matt Lane
McLean County Sheriff
Attest:

Kathy Michael
County Clerk, McLean County

Approve as to Form:

Assistant Civil State Attorney

TOWN of Normal, IL

Chris Koos
Mayor, Town of Normal

Attest:

Angie Huonker
Clerk, Town of Normal

Approve as to Form:

Brian Day
Corporate Counsel, Town of Normal



CONSENT AGENDA ITEM NO. 8.K.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on a Resolution Approving the Waiver of Certain Municipal Permit Fees for the Construction of the Proposed New Boys & Girls Club of Bloomington Normal at Sunnyside Park, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: The Boys and Girls Club of Bloomington Normal ("Club") has been raising funds for this project and has reached a point where they can comfortably break ground on a new \$14 million, 54,700-square-foot facility on the City's West-side. The new development will replace what is an aging space at 1615 W. Illinois St. and allow the Club to serve four times more kids than they do today (500 vs.120) while consolidating services. The City, in the spirit of partnership with the Club, sold the land to the Club in 2019 for \$1 to facilitate the project at the August 26, 2029 Council meeting.

As is the case with many building projects that we've seen, building costs have skyrocketed over the last several years and the Club is formally requesting that the City waive several of its fees to help reduce building costs. The City anticipated that fees might be waived in the 2019 agreement and agreed to pursue this possibility if feasible stating:

The parties acknowledge they have discussed the possibility of BGC receiving fee waivers; City shall in good faith investigate such waivers to help offset the costs associated with construction of the Facility and the Park Improvements.

The Club has requested a waiver of the following fees with **estimated** preliminary costs in parentheses: Planning Review (\$28,860), Building Permit (\$23,957), HVAC (\$4,332), Plumbing (\$2,162+per fixture cost), Fire Protection (\$1,107+per fixture cost), Curb Cut (\$40), Electrical (\$6,727.50), Excavation (\$427) Utility and Erosion Control (\$155). The club would still pay the following fees as per the terms of this item and any other fees due if approved: performance bond (\$1,500), water main (\$387), meter fees (\$1,707), and the monthly stormwater charge (\$210). The actual fee amounts won't be known until an application is made and plans are submitted. The formal letter of request is attached.

According to Club Leadership, the Sunnyside location was intentionally selected due to its proximity to an underserved neighborhood. The first floor will be used primarily for elementary-aged youth and will include several multipurpose classroom spaces, a game room, cafeteria,

music/recording studio, stage, commercial grade culinary kitchen, STEM Workforce lab, sensory rooms, individual and group behavioral health counseling spaces, and a large two-court gymnasium. The first floor also includes a 3,000-square-foot community center designed to provide health education and healthcare services for Club members, their families, and the community at large. The second floor will include a technology resource/E- sports/virtual reality lab, dance/workout area, game room/lounge area, a sensory space, and will house the Teen Center and the administrative operations.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, fees totaling an estimated \$67,000 would be waived.

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 CWB-3 (Develop a coordinated and efficient system of services that addresses comprehensive needs of children, families and communities)

Respectfully submitted for consideration.

Prepared by: Billy Tyus, Senior Deputy City Manager

ATTACHMENTS:

[ADM 3B Resolution](#)

[ADM 3C Resolution - Exhibit A](#)

RESOLUTION NO. 2024 - ____

**A RESOLUTION APPROVING THE WAIVER OF CERTAIN MUNICIPAL PERMIT FEES
FOR THE CONSTRUCTION OF THE PROPOSED NEW BOYS & GIRLS CLUB OF
BLOOMINGTON NORMAL AT SUNNYSIDE PARK**

WHEREAS, for nearly 33 years the Boys & Girls Club (“The Club”) has been serving Bloomington-Normal youth ages 5 to 18 through a variety of programs at various locations throughout the community, providing a haven for many kids who need a safe place to go; and

WHEREAS, the Club has grown significantly since its inception, now offering after-school and summer programs at five different locations in Bloomington Normal with a waiting list of 87 young people who want to be a part of The Club; and the City of Bloomington (“CITY”) is replacing a prior model that is old and not able to perform the necessary work with a John Deere mower from Martin Sullivan and the two (2) flail mowing decks from Tiger Corporation; and

WHEREAS, the CITY and The Club began collaborative conversations to build a new facility at Sunnyside in 2018 and ultimately entered into an agreement for the City to sell the property to the Club for \$1 in 2019 to build a new facility at the August 26, 2029 Council meeting; and

WHEREAS, The Club has plans to build a new \$14.3 Million, 54,700-square-foot new facility on four acres of land at Sunnyside Park that will meet the Americans with Disabilities Act (ADA) and current safety standards which will serve both Club youth and community members; and

WHEREAS, the parties discussed waiving certain fees at the time of the 2019 agreement and agreed to consider such waivers once specific project details were determined, stating “The parties acknowledge they have discussed the possibility of BGC receiving fee waivers; City shall in good faith investigate such waivers to help offset the costs associated with construction of the Facility and the Park Improvements;” and

WHEREAS, The Club has been actively raising funds for the project and has reached a point where leadership is prepared to issue bids for the project to begin construction soon; and

WHEREAS, To lower costs Club leadership has made a formal request to waive certain permit fees as per the letter attached as Exhibit A to include Planning Review, Building, HVAC, Plumbing, Fire Protection, Curb Cut, Electrical, Excavation and Utility and Erosion Control fees; and

WHEREAS, the Club would still be responsible for all other required fees for said project; and

WHEREAS, the City Council finds it in the best interest of the City to approve the waiver request.

NOW THEREFORE, BE IT RESOLVED 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 City Manager, or designated representatives, are authorized to execute the Change Order, and any other necessary documents.

PASSED this 28th day of October 2024.

APPROVED this ____ day of October 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



Our Mission: To empower all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.

October 22, 2024

Mr. Billy Tyus
Senior Deputy City Manager
City of Bloomington
115 E. Washington St., Suite 402
Bloomington, IL 61701

Re: Request to Waive Permit Fees for Construction of new Boys & Girls Club of Bloomington-Normal at Sunnyside Park

Dear Billy,

On behalf of the Boys & Girls Club of Bloomington-Normal, as well as our experienced team providing guidance and standing beside us as we move toward our future vision, thank you to the City of Bloomington and Bloomington City Council for your continued support. Together, we are building great futures for the future leaders of our community. Your partnership is valuable in helping us continue our mission in this community, we truly appreciate your support.

When we began collaborative conversations with the City of Bloomington in 2018 to build a new Boys & Girls Club for our community, both parties discussed and acknowledge the possibility of Boys & Girls Club receiving fee waivers to help offset the costs associated with construction of the new facility and improvements to the park. Below, I am providing a list of fees associated with the construction of our new building at Sunnyside Park. We respectfully submit the following fees and ask that the City of Bloomington City Council, in good faith consider waiving the following fees associated with construction of the new facility:

- Planning Review Fee
- Building Permit Fee
- HVAC Permit Fee
- Plumbing Permit Fee
- Fire Protection Permit Fee
- Electrical Permit Fee

In addition to the aforementioned fees, we would like to request the waiver of the less significant fees of a Curb Cut Permit Fee, an Excavation/Utility Permit Fee, and an Erosion Control Permit Fee.

A waiver of the items listed is critical, as elimination of the fees would result in a significant reduction in the cost of the project and provide an opportunity to reinvest those funds in programming and resources for the youth in our community.

To share insight on the importance of reinvesting construction cost savings toward programming in our new building, which would have the capacity to serve 500+ children on an average day versus our current maximum of 120, I would like to share information resulting from a study done in 2015. Boys & Girls Clubs of America engaged researchers at the Institute for Social Research and the School of Public Health at the University of Michigan to conduct a national study to estimate the return on investment (ROI), or the benefit-cost ratio, of the services Boys & Girls Clubs provide to youth and their families. The ROI analysis examined costs required to provide Club programming versus the long-term benefits for youth and families in economic terms. The study determined that every dollar invested in Boys & Girls Clubs returns \$9.60 in current and future earnings and cost-savings to American communities. This number has been revised and has been updated to an \$11 value in cost savings for the local community. The number of students benefiting from Boys & Girls Club programming will increase, subsequently increasing cost savings.

The study indicates tremendous value is provided not only to youth, but to families and the entire community by increasing the earning power of parents, as well as youth when they become adults. In addition, the increase in programming contributes to a major savings for society by reducing costly expenditures for health care, public assistance programs, and criminal justice system involvement and incarceration. These benefits will more than *double in scale* after the construction of the new facility with increased capacity. This project will provide an estimated 200-300 construction-related jobs and another 100 ancillary jobs. The completed facility will create 50 to 55 part-time positions and six to seven full-time positions. The cascade of opportunities will affect our entire community.

In closing, I would like to reiterate Boys & Girls Club of Bloomington-Normal has agreed to payment of the following fees, totaling approximately \$10,000:

- Performance Guarantee Bond (approximately \$1,500)
- Water Main Tap Fee (approximately \$387)
- 3" MACH Meter Fee (approximately \$7,707)
- Monthly Storm Water Charge (approximately \$210)

Again, thank you for your consideration of this waiver request. Please contact me if I can provide further insight.

Respectfully,



Tony Morstatter
CEO



CONSENT AGENDA ITEM NO. 8.L.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Worker's Compensation Settlement Involving Former Bloomington Police Department Officer Robert McKinney, in the Amount of \$152,552.75, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Resolution 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: This is an accepted Illinois Claim for an injury that occurred while restraining an individual and attempting to make an arrest. If approved, the settlement will be finalized at \$152,552.75, representing 35% loss of a person-as-a-whole. Officer McKinney was granted a line-of-duty disability in July of 2024.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the \$152,552.75 will be paid by our third-party Workers' Compensation Administrator from the City's escrow account.

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: Alex Rosas, Safety and Risk Manager

ATTACHMENTS:

[HR 2B Resolution](#)

RESOLUTION NO. 2024 - ____

**A RESOLUTION APPROVING A WORKER'S COMPENSATION SETTLEMENT INVOLVING
FORMER BLOOMINGTON POLICE DEPARTMENT OFFICER ROBERT MCKINNEY, IN
THE AMOUNT OF \$152,552.75**

WHEREAS, subject to the provisions of the City Code, City staff are recommending a Worker's Compensation Settlement for Robert McKinney, a former Bloomington Police Department Officer, in the amount of \$152,552.75; and

WHEREAS, said Worker's Compensation Settlement is an accepted Illinois Claim for an injury that occurred while restraining an individual and attempting to make an arrest; and

WHEREAS, Officer McKinney was granted a line-of-duty disability in July of 2024; and

WHEREAS, the settlement will be finalized at \$152,552.75, representing 35% loss of a person-as-a-whole; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Worker's Compensation Settlement.

**NOW THEREFORE, BE IT RESOLVED 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 City Manager, or designated representatives, are authorized to execute the Worker's Compensation Settlement, and any other necessary documents.

PASSED this 28th day of October 2024.

APPROVED this ____ day of October 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.M.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2025, in the Amount of \$138,240, and 2) a Resolution Approving the Purchase of Solar LED Off-Grid Systems and LED Fixtures for Street Lighting, from Graybar, in the Amount of \$138,696.80, as requested by the Department of Operations & Engineering Services and the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Ordinance and Resolution 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 1d. City services delivered in the most cost-effective, efficient manner

Objective 1e. Partnering with others for the most cost-effective service delivery

Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans

BACKGROUND: If approved, the City will amend the Fiscal Year 2025 budget and purchase solar LED off-grid systems and LED fixtures for street lighting through a joint purchasing contract. The City applied for an equipment rebate voucher option as part of the Department of Energy ("DOE") Energy Efficiency and Conservation Block Grant ("EECBG") Program on April 18, 2024, and the DOE approved the application on June 21, 2024. The City will receive a DOE Formula Grant Funding Allocation in the amount of \$138,240, which will be used for street lighting upgrades.

As part of the project, the City will remove the existing integrated HID fixture and pole systems located at The Den at Fox Creek parking lot and replace them with an integrated solar LED system. The City will also replace existing HID fixtures with LED fixtures on approximately 335 City-owned street lights (locations to be determined with priority on disadvantaged areas served by Corn Belt). City staff will perform the equipment installation and anticipate that the work will be completed in summer 2025. The City will be reimbursed after all equipment has been installed and all required reports and documentation have been approved by the DOE. Equipment Rebate Voucher recipients have up to two years following award to use the EECBG Program voucher funds with the option to request a no-cost extension.

The City is utilizing the Omnia Partners Contract (Contract: #EV2370 - valid through 1/31/29) under which Omnia Partners has negotiated with vendors for lower costs for a complete line of electrical, lighting, data communications, and security products and related products, services and solutions and followed all appropriate public entity procurement guidelines for formal solicitation. Additional details are included in the attached joint purchasing contract.

The purpose of the EECBG program is to assist eligible state, local, and tribal governments in implementing strategies to:

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities;
- Reduce the total energy use of the eligible entities;
- Improve energy efficiency in the transportation sector, the building sector, and other appropriate sectors;
- Build a clean and equitable energy economy that prioritizes disadvantaged communities and promotes equity and inclusion in workforce opportunities and deployment activities, consistent with the Justice40 Initiative.

Additional information on this program is available at: www.energy.gov/scep/energy-efficiency-and-conservation-block-grant-program

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase 17 ClearWorld, LLC RetroFlex Solar LED Off-Grid Systems, 8 ClearWorld LLC T5 Lanterns with poles and bases, and 9 ClearWorld, LLC T3 Lanterns with poles and bases from Graybar, in the amount of \$93,120.05. The amount will be paid out of The Den at Fox Creek Golf Course-Other Supplies account (56406420-71190). The City will purchase 335 Signify North American 55W LED fixtures from Graybar in the amount of \$45,576.75. This will be paid out of the Engineering-Electrical Maintenance/Repair Supplies account (10016210-71078). Graybar Omnia Partners Master Agreement EV2370 will be utilized for the purchases. Please see Ordinance Exhibit A for the specific revenue and expense accounts adjusted via this budget amendment. Since this is an add to revenue and expense, this was not included in the original FY 2025 Budget. The purchase amount request is \$456.80 more than the budget amendment request and the Department of Operations & Engineering has sufficient funds in the Engineering-Electrical Maintenance/Repair Supplies account to cover the difference.

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-2 (Promote and facilitate energy conservation and alternate energy generation and resources), Objective UEW-2.1 (Reduce municipal and community energy use by at least 20% by 2035 by adopting building codes, feasibly diversifying energy sources and encouraging alternate technologies); Goal CF-1 (Continue to provide quality public facilities and services), Objective CF-1.2 (Ensure the community facilities provide the greatest cost-benefit ratio to the population served); and Goal CF-2 (Provide public services in a fiscally, socially and environmentally responsible manner), Objective CF-2.2 (Reduce City facilities' environmental footprint)

Respectfully submitted for consideration.

Prepared by: Amy Overton, Project & Grant Manager

ATTACHMENTS:

[DOES 2B Ordinance](#)

[DOES 2C Ordinance Exhibit A](#)

[DOES 2D Resolution](#)

DOES 2E Resolution Exhibit A - Quotation 1
DOES 2F Resolution Exhibit B - Quotation 2
DOES 2G Application Approval
DOES 2H Omnia Partners Joint Purchasing Contract #EV2370

ORDINANCE NO. 2024 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR
ENDING APRIL 30, 2025, IN THE AMOUNT OF \$138,240**

WHEREAS, on April 8, 2024, by Ordinance Number 2024-024, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2024, and ending April 30, 2025, which Ordinance was approved by Mayor Mboka Mwilambwe on April 9, 2024; and

WHEREAS, a Budget Amendment is needed to amend the Fiscal Year 2025 Budget to increase the Golf Fund Budget, in the amount of \$93,120.05, and the General Fund Budget, in the amount of \$45,119.95, for the Purchase of Solar LED Off-Grid systems and LED fixtures for street lighting, as requested by the Department of Operations & Engineering Services, the Parks & Department, and the Finance Department.

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. Ordinance Number 2024-024 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2025) is hereby amended by inserting the following line items and amount presented in Exhibit A and in the appropriate place in said Ordinances.

SECTION 3. Except as provided for herein, Ordinance Number 2024-024 shall remain in full force and effect.

SECTION 4. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance shall take effect immediately after approval.

SECTION 6. 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 28th day of October 2024.

APPROVED this ____ day of October 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2025 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount
10016210-53110	General	Engineering-Federal Grant	\$ (45,119.95)
10016210-71078	General	Engineering-Electrical Maintenance/Repair Supplies	\$ 45,119.95
56406420-53110	Golf	Den at Fox Creek Golf-Federal Grant	\$ (93,120.05)
56406420-71190	Golf	Den at Fox Creek Golf-Other Supplies	\$ 93,120.05
Net Transaction:			\$ -

RESOLUTION NO. 2024 - ____

**A RESOLUTION APPROVING THE PURCHASE OF SOLAR LED OFF-GRID SYSTEMS
AND LED FIXTURES FOR STREET LIGHTING, FROM GRAYBAR, IN THE AMOUNT OF
\$138,696.80**

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of Solar LED Off-Grid Systems and LED Fixtures for Street Lighting (PURCHASE), in the amount of \$138,696.80; and

WHEREAS, the detailed quotes are attached (Exhibit A) and (Exhibit B); and

WHEREAS, the City will receive a Department of Energy Formula Grant Funding Allocation, on a reimbursement basis, through an Energy Efficiency and Conservation Block Grant, in the amount of \$138,240, which will be used for street lighting upgrades; and

WHEREAS, the City's Parks & Recreation staff will replace HID fixtures and poles at The Den at Fox Creek parking lot with an energy-efficient integrated solar LED system, in the amount of \$93,120.05, which will be paid from The Den at Fox Creek Golf Course-Other Supplies account; and

WHEREAS, the City's electricians will replace 335 HID fixtures at City-owned street light locations with energy-efficient LED fixtures, in the amount of \$45,576.75, which will be paid from the Engineering-Electrical Maintenance/Repair Supplies account; and

WHEREAS, the purchase will contribute to the City's Comprehensive Plan 2015-2035 goals to promote and facilitate energy conservation and alternate energy generation and resources; continue to provide quality public facilities and services; and provide public services in a fiscally, socially, and environmentally responsible manner; and

WHEREAS, the City Council finds it in the best interest of the City to approve the purchase.

**NOW THEREFORE, BE IT RESOLVED 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 City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

PASSED this 28th day of October 2024.

APPROVED this ____ day of October 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



2424 NORTH MAIN ST
EAST PEORIA IL 61611-1742
Phone: 309-427-2015
Fax: 8132594365

To: CITY OF BLOOMINGTON
109 E OLIVE STREET
BLOOMINGTON IL 61702-5217
Attn: David Lamb
Phone: 309-434-2334
Fax: 309-434-2874
Email: ryan.blattner@graybar.com

Date: 09/03/2024
Proj Name: THE DEN AT FOX CREEK
GB Quote #: 0246932279
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 09/03/2024
Valid To: 11/03/2024
Contact: Ryan Blattner
Email: Ryan.Blattner@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		17 EA	CLEARWORLD LLC	RS2602460-OG		\$3,714.12	1	\$63,140.04
Item Note: RetroFlex Solar LED Off-Grid System								
200		8 EA	CLEARWORLD LLC	T5 LANTERN		\$1,763.53	1	\$14,108.24
Item Note: LANTERN 40W LED (6480L) 14'- 10' ABOVE GRADE (5"DIAMETER) ALUMINUM POLE (STANDARD BLACK) 4000K Includes 11" Contemporary Base								
300		9 EA	CLEARWORLD LLC	73 LANTERN		\$1,763.53	1	\$15,871.77
Item Note: LANTERN 40W LED (6480L) 14'- 10' ABOVE GRADE (5"DIAMETER) ALUMINUM POLE (STANDARD BLACK) 4000K Includes 11" Contemporary Base								

Total in USD (Tax not included): \$93,120.05

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF BLOOMINGTON
109 E OLIVE STREET
BLOOMINGTON IL 61702-5217
Attn: David Lamb

Date: 09/03/2024
Proj Name: THE DEN AT FOX CREEK
GB Quote #: 0246932279

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf



2424 NORTH MAIN ST
EAST PEORIA IL 61611-1742
Phone: 309-427-2012
Fax: 309-694-6128

To: CITY OF BLOOMINGTON
109 E OLIVE STREET
BLOOMINGTON IL 61702-5217
Attn: Amy Overton
Phone: 309-434-2334
Fax: 309-434-2874
Email:

Date: 10/02/2024
Proj Name:
GB Quote #: 0247155076
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 10/02/2024
Valid To: 11/01/2024
Contact: Tricia Holford
Email: Tricia.Holford@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	335 EA		SIGNIFY NORTH AMER	RPN55W10LED7 40G1R3MUNVDM GPH8TLRD7GY3		\$136.05	1	\$45,576.75

Total in USD (Tax not included): \$45,576.75

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF BLOOMINGTON
109 E OLIVE STREET
BLOOMINGTON IL 61702-5217
Attn: Amy Overton

Date: 10/02/2024
Proj Name:
GB Quote #: 0247155076

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf



Outlook

U.S. Department of Energy EECBG Program Voucher Application Preapproval - Bloomington, IL

From EECBG Vouchers <EECBGvouchers@emailicf.com>

Date Fri 6/21/2024 3:58 PM

To Amy Overton <aoverton@cityblm.org>

Cc Scott Rathbun <srathbun@cityblm.org>; EECBG Vouchers <EECBGvouchers@emailicf.com>; Bob Yehl <byehl@cityblm.org>

 1 attachments (336 KB)

FARC 6.17.24.pdf;

Dear Amy,

Congratulations! U.S. Department of Energy has approved your Energy Efficiency and Conservation Block Grant (EECBG) Program Equipment Rebate Voucher application. This email serves as the official notice that **you can now proceed with equipment purchase and installation.**

Attached is a copy of the Federal Assistance Reporting Checklist (FARC) with information about required reporting documents and how to upload them.

If you need additional assistance or have any questions, please contact us at EECBGVouchers@icf.com and reference your application number below.

Application Number: IA-0000000665

Thank you,

EECBG Program Voucher Team

U.S. Department of Energy EECBG Program Vouchers | EECBGVouchers@icf.com | doerebates.my.site.com/eecbgvouchers



ELECTRICAL, LIGHTING, DATA COMMUNICATIONS AND SECURITY PRODUCTS
AND RELATED PRODUCTS, SERVICES AND SOLUTIONS
Executive Summary

Lead Agency: City of Kansas City, Missouri

Solicitation: RFP365

RFP Issued: September 6, 2017

Pre-Proposal Date: September 20, 2017

Response Due Date: October 6, 2017

Proposals Received: #3

Awarded to: Graybar Electric Company, Inc. contract #EV2370

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2370 on September 6, 2017, to establish a national cooperative contract for Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions.

The solicitation included cooperative purchasing in Section 1. Master Agreement:

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions (herein "Products and Services").

And Section 3. U.S. Communities:

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Seattle.gov – The Buy Line Blog
- Daily Journal of Commerce, OR
- The Advocate, LA
- The Honolulu Star, HI
- DEMANDSTAR, ONVIA
- City of Kansas City, Missouri
- Merx.com
- The New York State Contract Reporter
- Washington Electronic Business Solution
- U.S. Communities - Website

On October 6, 2017 proposals were received from the following offerors:

- Graybar Electric Company, Inc.
- HB (Delivering Systems LLC/DBA High Biometrics)
- supplyFORCE

Upon evaluation, the committee elected to award to the most responsive proposal Graybar Electric Company, Inc. for electrical, lighting, data communications and security products and related products, services and solutions.

Contract includes:

Graybar offers a robust selection of products in electrical and lighting, data communication and security, hardware, and services. Solution benefits include:

- Comprehensive Products, Services, & Solutions
- Next day service is free of charge for materials stocked in the branch and within the standard service area
- Volume Incentive

Term:

Contract period from February 1, 2018 through January 31, 2023 with the option to renew to for up to three (3) additional two (2) year terms through January 31, 2029.

Pricing/Discount: Discounts are based on Graybar List Price or Cost in effect at the time of order. Visit Graybar landing page *Graybar Online Store* for more details.

OMNIA Partners, Public Sector Landing Pages: <https://www.omniapartners.com/publicsector/contracts/supplier-contracts/graybar>



CONSENT AGENDA ITEM NO. 8.N.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Approving a Third Amendment to the Economic Incentive Agreement By and Between the City of Bloomington, Illinois, and Forgetful Friends, LLC, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

Objective 3c. Revitalization of older commercial homes

BACKGROUND: The Developer is requesting a third amendment to the redevelopment agreement having met many of the requirements from the original agreement. The adjustments are being recommended to allow flexibility in finding businesses that are the right fit for the Downtown location in what is a tough retail environment and to allow the City the ability to meet the original intent of the agreement for payment.

The proposed amendments do not increase the total amount reimbursed to the developer nor do they change the length or intent of the agreement. The City will still only reimburse the developer up to \$196,900 or through March 31, 2030, whichever comes first.

This third amendment proposes:

- Removing the required dates for the certificates of occupancy.
 - The Developer is still required to obtain certificates of occupancy for all spaces, but this will allow the necessary time needed to secure leases and complete the build-out.
- Reimbursing the developer 100% of the sales tax generated by the Red Raccoon Games store instead of the original 50%.
 - The original agreement included 100% of the City's portion of the real estate taxes generated by the property. With the successful implementation of the Downtown TIF on July 22, 2024, the City's portion of the real estate taxes generated by the property was capped at the base amount of the TIF, meaning we would be limited in what we could pay from property taxes.
 - Amending the agreement to include additional reimbursable sales tax amounts to the developer hold with the spirit of the agreement and provide the developer the opportunity to complete the redevelopment of the Main Plaza building.
- Reimbursing the developer for sales tax generated by a retailer that is a second location

for a business already located within the City of Bloomington.

- Taxes generated by the businesses shall only be reimbursable if the businesses are new to the City of Bloomington or are second locations for existing Bloomington businesses to be located on the property under the following conditions: (i) that the original location remains open during the Term of this Agreement within municipal City limits and (ii) the sales taxes generated by the original location remain at or above the amount generated in the 12-month calendar year prior to the opening of the second location.

The original Economic Incentive Agreement between the City and Forgetful Friends, which was approved in May 2022, to build out one primary retail space, including the basement with an elevator and two other retail spaces by certain dates at what was a vacant 110 E. Jefferson St. location. Amendments were approved in February and October 2023 to extend the dates to obtain certificates of occupancy and begin operating due to causes beyond the reasonable control of the Developer. The Developer has fulfilled their responsibility to present a plan to the City, obtained all necessary permits, created the primary retail space and basement, with an elevator, and leased the primary space to Red Raccoon Games. The City has provided the Developer with the 12 parking passes for the Market Street Garage as per the agreement and provided ARPA and Rust grant funding.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Per Economic & Community Development (ECD), Red Raccoon Games is a destination retail shop that has substantially increased its sales and staff since 2014. At the time of the original redevelopment agreement, the future growth of Red Raccoon Games was projected at 8-12% based on industry trends. The expansion of the store into the new location has, and will continue to, bring in growing sales taxes and property taxes into the City and the Downtown, which will be compounded by the addition of two new retail stores. The additional reimbursement of the sales tax over the life of the agreement will provide the opportunity for the development to succeed and continue to be a driver of economic activity in the Downtown area.

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-4 (Enhance the image of Bloomington as a business-friendly community), Objectives ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), ED-4.5 (Identify and reduce barriers for local growth and economic development); Goal D-1 (Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all), Objectives D-1.1 (Strengthen business recruitment and retention activities).

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:

[E&CD 1B Ordinance](#)

[E&CD 1C Ordinance Exhibit A - Agreement](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS, AND FORGETFUL FRIENDS, LLC

WHEREAS, the City of Bloomington, Illinois (“CITY”) is an Illinois home-rule municipality; and

WHEREAS, on May 24, 2022, an Economic Incentive Agreement (“AGREEMENT”) was made between CITY and Forgetful Friends, LLC (“DEVELOPER”) in order to assist in the Economic Incentive of 110 E Jefferson Street, Bloomington, Illinois (“SUBJECT PROPERTY”); and

WHEREAS, on February 28, 2023, Council approved the First Amendment (“FIRST AMENDMENT”) between the CITY and DEVELOPER to extend the occupancy date and all coinciding dates that followed the occupancy dates due to reasons outside the control of the DEVELOPER; and

WHEREAS, on October 16, 2023, Council approved the Second Amendment (“SECOND AMENDMENT”) between the CITY and DEVELOPER to extend the occupancy date and all coinciding dates that followed the occupancy dates due to reasons outside the control of the DEVELOPER; and

WHEREAS, the DEVELOPER has experienced issues related to supply chain backlogs and is seeking a delay for the occupancy date and thereby all coinciding dates to follow the occupancy date; and

WHEREAS, there has continued to be a delay in the completion of the development and successful leasing of the spaces that has continued to delay the DEVELOPER from receiving a certificate of occupancy for the SUBJECT PROPERTY; and

WHEREAS, the DEVELOPER has requested to remove the date by which a certificate of occupancy must be procured; and

WHEREAS, the DEVELOPER has requested to allow for Sales Tax generated by a retailer that is a second location for a business already located within the City of Bloomington to be reimbursed to the Developer; and

WHEREAS, the parties desire to amend the AGREEMENT, as set forth herein, to remove the occupancy date and the coinciding dates that follow the occupancy, and to allow the DEVELOPER to be reimbursed sales taxes as provided in the AGREEMENT when a second location of a retail business that is already established in the CITY leases space at the SUBJECT PROPERTY; and

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 Third Amendment to the Redevelopment Agreement by and between the City of Bloomington, Illinois, and Forgetful Friends, LLC, is hereby approved.

SECTION 3. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance shall take effect immediately after its approval and publication as required by law.

SECTION 5. This Ordinance is adopted pursuant to the Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 28th day of October 2024.

APPROVED this ___ day of October 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**THIRD AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE
CITY OF BLOOMINGTON, ILLINOIS AND
FORGETFUL FRIENDS, LLC**

This Third Amendment, made and entered into this ____ day of _____, 2024, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and FORGETFUL FRIENDS, LLC, an Illinois limited liability company (hereinafter "DEVELOPER"), WITNESSETH that:

WHEREAS, on May 24, 2022, an Economic Incentive Agreement ("AGREEMENT") was made between CITY and DEVELOPER in order to assist in the redevelopment of 110 E Jefferson Street, Bloomington, Illinois ("SUBJECT PROPERTY"); and

WHEREAS, on February 28, 2023, a First Amendment ("FIRST AMENDMENT") was made between the CITY and DEVELOPER to extend the occupancy date and all coinciding dates that followed the occupancy dates due to reasons outside the control of the DEVELOPER; and

WHEREAS, on October 16, 2023, a Second Amendment ("SECOND AMENDMENT") was made between the CITY and DEVELOPER to extend the occupancy date and all coinciding dates that followed the occupancy dates due to reasons outside the control of the DEVELOPER; and

WHEREAS, there has continued to be a delay in the completion of the development and successful leasing of the spaces that has continued to delay the DEVELOPER from receiving a certificate of occupancy for the SUBJECT PROPERTY; and

WHEREAS, the DEVELOPER has requested to remove the date by which a certificate of occupancy must be procured; and

WHEREAS, the DEVELOPER has requested to allow for Sales Tax generated by a retailer that is a second location for a business already located within the City of Bloomington to be reimbursed to the Developer; and

WHEREAS, the parties desire to amend the AGREEMENT, as set forth herein, to remove the occupancy date and the coinciding dates that follow the occupancy, and to allow the DEVELOPER to be reimbursed sales taxes as provided in the AGREEMENT when a second location of a retail business that is already established in the CITY leases space at the SUBJECT PROPERTY.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

Section 1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

Section 2. Amendments. The Agreement shall be amended as set forth in this Section.

A. Section 2(A) of the Agreement shall be amended as follows:

On or before September 30, 2022, the Developer shall present a plan to the City specifying the improvements to be made to the Subject Property for its approval and within thirty (30) days of approval by the City, the Developer shall have obtained all

permits necessary pursuant to all applicable City Codes and laws of the State; commence construction of the Project in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois; and, continue construction until completion; and, obtain certificates of occupancy from the City for all three retail spaces and the aforementioned basement ~~on or before April 1, 2023~~ October 31, 2023 April 30, 2024.

B. Section 2(B) of the Agreement shall be amended as follows:

The Developer covenants and agrees to renovate the Subject Property in order to create one primary retail space and a basement, including an elevator to increase accessibility; as well as two additional retail spaces to be leased by Developer. The primary retail space, including the basement and elevator is to be leased to Bowties & Fezzes, LLC dba Red Raccoon Games, to be used as a retail and amusement space to be called Red Raccoon Games (the "Red Raccoon") on or before ~~April 1, 2023~~ October 31, 2023 April 30, 2024, unless delayed by Force Majeure as described in Section 6. The Developer covenants and agrees the primary retail space of the Subject Property will be leased to Bowties & Fezzes, LLC dba Red Raccoon Games or another fully operational retail establishment under a commercially reasonable lease without interruption for a period not less than six (6) years. The Developer covenants and agrees to lease the other two retail spaces in the Subject property to additional fully operational retail establishments under commercially reasonable leases. The Developer covenants and agrees to renovate the Subject Property in order to provide two additional retail spaces (the "Businesses"), each 2,500 square feet, ~~on or before April 1, 2023~~ October 31, 2023 April 30, 2024, and begin retail operations in both spaces ~~on or before October 31, 2023~~ April 30, 2024 ~~October 31, 2024~~.

C. Section 3(A) of the Agreement shall be amended as follows:

Provided that the Developer has satisfied the requirements as stated in Section 2 and commenced construction and obtained a certificate of occupancy for the Red Raccoon and the Businesses ~~on or before April 1, 2023~~ October 31, 2023 April 30, 2024, the City hereby covenants and agrees to annually reimburse the Developer in amounts as outlined below:

1. ~~Fifty percent (50%)~~ One hundred percent (100%) of the Municipal Sales Taxes, as defined below, generated by Red Raccoon and one-hundred percent (100%) of the Municipal Sales Tax revenue generated by the Businesses, ~~but only in the event that the Businesses located therein are new to the City of Bloomington~~, and distributed to the City by the Illinois Department of Revenue (IDOR) until the first to occur: (i) receipt of \$196,900 by the Developer from a combination of the Municipal Sales Taxes and the Property Tax Revenue, as hereinafter provided; or, (ii) ~~March 31, 2029~~ June 30, 2029 March 31, 2030. Taxes generated by the Businesses shall only be reimbursable if the Businesses are new to the City of Bloomington or are second locations for existing Bloomington businesses to be located on the Subject Property under the following conditions: (i) that the original location remains open during the Term of this Agreement within municipal city limits and Municipal Sales Taxes generated by said location remain at or above the amount generated in the 12-month calendar year prior to the opening of the second location. It is understood and agreed that Municipal Sales Taxes are defined as the 1% Retailer's Occupation Tax distributed to the City by IDOR pursuant to the Use Tax Act and the City'

2.5% Home Rule Sales Tax (together known as the "Municipal Sales Taxes"). The first payment to the Developer will be made on or before ~~March 31, 2024~~ ~~June 30, 2024~~ March 31, 2025, for tax year ~~2023-2024~~; continued annually on or before ~~March 31~~ ~~June 30~~ March 31 until the first to occur (i) the Developer has received \$196,900 from both the Municipal Sales Taxes and the Property Tax Revenue, as hereinafter provided or (ii) ~~March 31, 2029~~ ~~June 30, 2029~~ March 31, 2030.

2. One hundred percent (100%) of the City of Bloomington's portion of the real estate taxes generated by the Subject Property, said real estate taxes including only those real estate taxes that are not designated as increment and deposited into the City of Bloomington's Special Tax Allocation Fund pursuant to the terms of the Tax Increment Allocation Redevelopment Act (the "Property Tax Revenue"), until the first to occur: (i) receipt by the Developer of \$196,900 from both the Municipal Sales Taxes and the Property Tax Revenue; or (ii) ~~March 31, 2029~~ ~~June 30, 2029~~ March 31, 2030.

Section 3. Force & Effect. In all other respects the Economic Incentive Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for Economic Incentive in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

FORGETFUL FRIENDS, LLC

By:  _____
Its Representative

ATTEST:

By: _____
Its Secretary



CONSENT AGENDA ITEM NO. 8.O.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for a School (Public) in the D-2 (Downtown Transitional) District, for the Property Located at 301 W. Washington Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 5a. Well-planned City with necessary services and infrastructure

Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: The Applicant, Lifelong Access, representing owner Oak, LLC, is requesting approval of a Special Use Permit to allow a School (Public) use on the property located at 301 W. Washington Street.

Summary of Request:

- The proposed School (Public) use would occupy a currently vacant building.
- A Special Use Permit is required for this use in the D-2 (Downtown Transitional) District.
- The proposed facility would contain multiple community service uses, including the school.
- Sufficient student drop-off/pick-up, bus plan, and off-street parking has been provided.

This permit is to allow for the school in this district and at this address as part of the proposed partnership between Lifelong Access, Chestnut Health Systems and the Regional Office of Education to provide. coordinated, one-stop location for support services for young people. On Wednesday, October 16, 2024, the Zoning Board of Appeals held a public hearing, found the request met all standards for approval, and voted 4-0-0 to recommend approval of the Special Use Permit to the Council, as submitted, with no conditions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, September 30, 2024, and courtesy notices were mailed to 56 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: Through the occupancy of the currently vacant downtown building, additional staff, students, and others associated with the facility may provide a potential positive impact on Downtown businesses.

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 D-6 (Reinforce the connections between Downtown and adjacent neighborhoods), Objective D-6.1 (Encourage development on sites that will link Downtown with surrounding neighborhoods).

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[E&CD 2B Ordinance](#)

[E&CD 2C Staff Report SP-07-24](#)

[E&CD 2D ZBA Draft Minutes](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SCHOOL (PUBLIC) IN THE D-2 (DOWNTOWN TRANSITIONAL) DISTRICT, FOR THE PROPERTY LOCATED AT 301 W. WASHINGTON STREET

WHEREAS, the City of Bloomington, McLean County, Illinois (CITY) is an Illinois home-rule municipality; and

WHEREAS, an application requesting a Special Use Permit for a School (Public), for the property located at 301 W. Washington Street, legally described in Exhibit A, was filed with the Economic & Community Development Department; and

WHEREAS, said application included a Site Plan (Exhibit B); and

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

WHEREAS, the Zoning Board of Appeals, following the public hearing, made findings of fact that the Special Use met all standards for granting a Special Use as set forth in Bloomington City Code § 44-1707; and

WHEREAS, the Zoning Board of Appeals voted to recommend that Council pass this Ordinance, with no conditions; and

WHEREAS, the City Council has the power to adopt this Ordinance and allow this Special Use Permit.

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

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

SECTION 2. That the Special Use Permit for a School (Public), for the property at 301 W. Washington Street, legally described in Exhibit A and illustrated in Exhibit B, is hereby approved.

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

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

SECTION 5. 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 6. This Ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 28th day of October 2024.

APPROVED this _____ day of October 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

LOTS 25, 26, 27 AND WEST 50 FEET OF LOT 28 IN THE ORIGINAL TOWN OF BLOOMINGTON; AND LOTS 1, 2, 3, 4, 5, AND 6 IN WILLIAM DIETRICH'S SUBDIVISION OF LOTS 29 AND 20 AND 16 FEET OFF THE EAST SIDE OF LOT 28 IN THE ORIGINAL TOWN OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-04-331-009

EXHIBIT B

Site Plan



TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: October 16, 2024

CASE NO: SP-07-24, Special Use Permit for School (Public)

REQUEST: Public hearing, review, and action on a petition submitted by Lifelong Access, representing owner Oak, LLC, for a Special Use Permit for a School (Public) in the D-2 (Downtown Transitional) District, for the property located at 301 W. Washington Street. PIN: 21-04-331-009.

BACKGROUND

Request:

The Applicant seeks a Special Use Permit to allow a School (Public) in the D-2 (Downtown Transitional) District, per § 44-502B which indicates School (Public or Private) may be permitted as Special Uses in the D-2 District. No waivers to Use Provisions are requested. The Applicant proposes to renovate the existing building to include multiple community service agencies, including relocating the Regional Alternative School to the building, which is currently located across Washington Street and one block to the southwest.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, September 30, 2024. Courtesy notices were mailed to 56 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:

The subject property consists of 1.08 acres (~47,000 sf) located at 301 W. Washington Street, entirely bound by the block of W. Washington Street, W. Jefferson Street, N. Roosevelt Street, and N. Madison Street. The existing 76,000 square foot building located at the property is currently vacant and was formerly occupied as a *Pantagraph* newspaper facility. Neighboring properties contain a mix of commercial, office and residential uses.

Surrounding Zoning and Land Uses:

Zoning		Land Uses
North	D-2 (Downtown Transitional)	Multi-Family Residential / Parking Lot
South	D-2 (Downtown Transitional)	Mixed-Use
East	D-1 (Central Business District)	Multi-Family Residential / Parking Lot
West	D-2 (Downtown Transitional)	Mixed-Use

Description of Current Zoning District:

The intent of this D-2 Downtown Transitional District is to complement and support the uses located in the D-1 Central Business District. Office, service and civic uses, as well as residential apartments and multifamily dwelling units, are appropriate in this district. Due to its transitional location between the central business district and outlying residential areas, the D-2 District permits development at a lower intensity and density than the downtown core. Pedestrian circulation is prioritized. To this end, buildings should be located close to the sidewalk with on-site parking located to the rear of the parcel and accessed from secondary roadways or alleys, though modest setbacks for courtyards, gardens and other similar amenities may be provided. (§ 44-501D).

Subject Code Requirements:

§ 44-502A, "Allowed Uses Table" indicates School (Public or Private) permitted as a Special Use in the D-2 District.

STANDARDS FOR REVIEW

The Zoning Board of Appeals (ZBA) shall hold at least one public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use meets all of the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit for School (Public) in the D-2 (Downtown Transitional) District.

- 1. The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.**

The establishment, maintenance, and operation of a School is appropriate for this location and will not be detrimental to the public health, safety, comfort, or general welfare of the other surrounding uses. The school has operated efficiently for approximately 25 years at its current location one block away from the new location. The new location will also provide improved drop-off/pick-up opportunities for buses and private vehicles. ***Standard is met.***

- 2. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The Special Use would positively impact the immediate area by restoring a vacant building to an active and functional use. The proposed Special Use can be expected to maintain property values within the neighborhood by ensuring active occupancy and maintenance of the property. ***Standard is met.***

- 3. The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.**

The proposed use is consistent with the character of other uses in the area. The uses adjacent to the site include compatible commercial, residential and mixed uses. The property is completely surrounded by D-1 and D-2 zoning. Improvement of surrounding properties would not be impacted. ***Standard is met.***

- 4. Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.**

City water and sewer are already available to the property, roadway and sidewalk access is existing. **Standard is met.**

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Limited vehicle ingress and egress are proposed to be provided by a parking area behind the building that would be accessed via Jefferson Street. A bus plan has also been submitted. Parking standards on the surface lot proposed at the site are adequate and meet Code requirements. **Standard is met.**

6. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

The proposed School use meets the bulk and site standards for the District. No waivers or variances are expected to be requested or provided as part of this Special Use Permit. **Standard is met.**

STAFF RECOMMENDATION

Staff finds that the application **meets** all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

Motion to establish findings of fact that all **standards for approval** of a Special Use Permit **are met**, and to **recommend approval** of the request with the condition that interior and perimeter parking lot landscaping be provided.

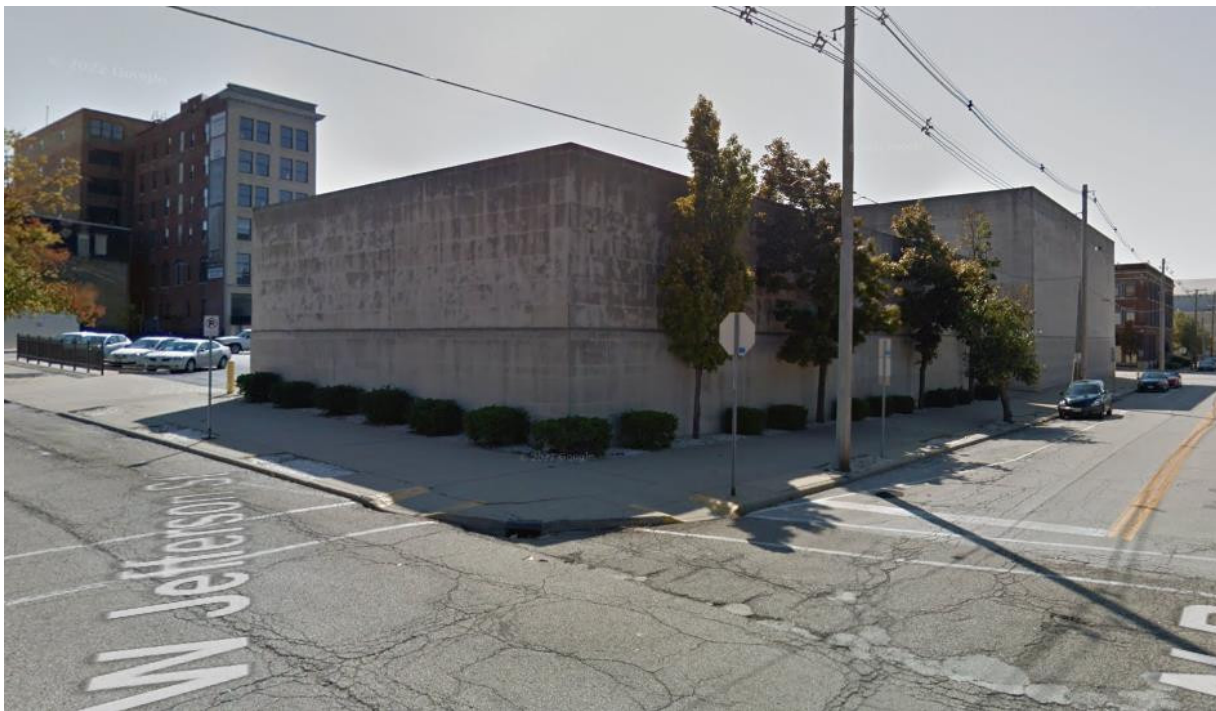
Respectfully submitted,
Jon Branham
City Planner

Attachments:

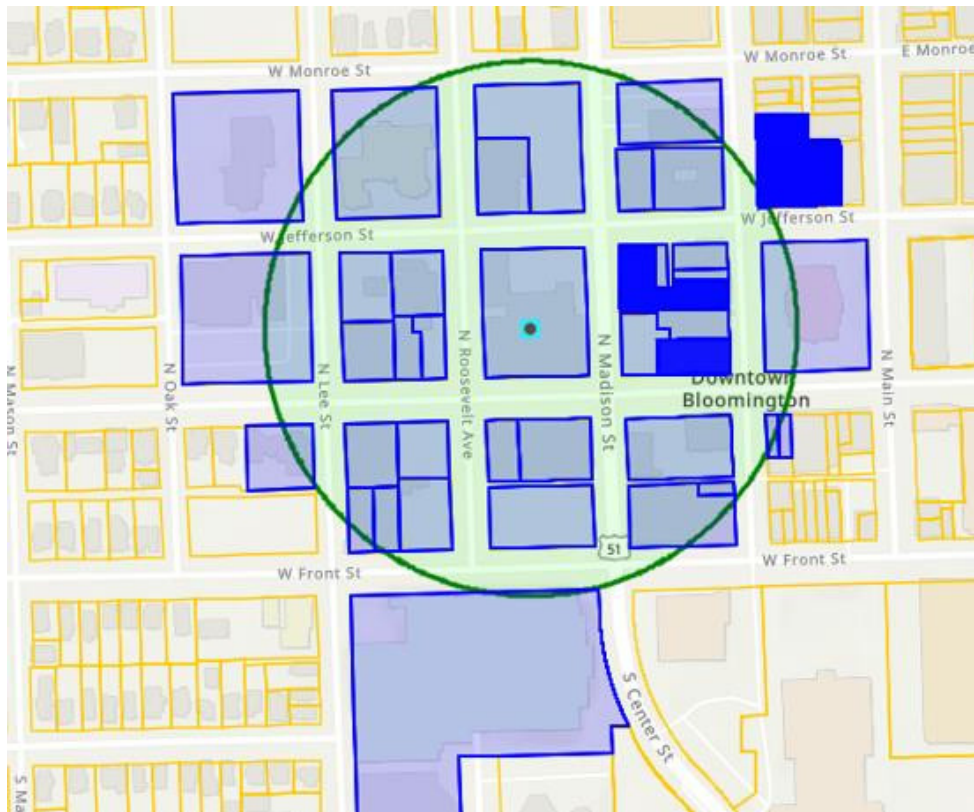
1. Zoning Map
2. Aerial Image
3. Ground-Level Views
4. Neighborhood notice map
5. Site Plan (and other exhibits submitted by Applicant) – separate attachment

[illegible]

Attachment 3- Ground-Level Views



Attachment 4 - Neighborhood notice map



The following item was presented:

Item 5.B. SP-07-24 - Public hearing, review, and action on a request submitted by Lifelong Access, representing owner Oak, LLC, for a Special Use Permit for a School (Public) in the D-2 (Downtown Transitional) District, for the property located at 301 W. Washington Street. PIN: 21-04-331-009.

Mr. Branham presented the Staff Report with a recommendation for approval. He reviewed key site conditions and the fact that school uses are permitted as a Special Use Permit in the D-2 (Downtown Transitional) District. He stated the proposal was to renovate the existing building to include multiple community service agencies, including the school. He noted the school has been operating approximately a block to the southwest in another building for an extended time.

Chair Straza inquired whether the location of the school would impact any other businesses. Mr. Branham stated it should not.

Board Member Zwaga asked for clarification on the building being currently unoccupied. Mr. Branham confirmed the building was currently vacant.

Board Vice Chair Ballantini asked for clarification that the Special Use Permit was for the entire building. Mr. Branham stated it would be for a portion of the building of which the school would be occupying.

Chair Straza opened the public hearing.

Ann Keiser (Lifelong Access, 2000 Jacobssen Drive, Normal, IL), Applicant, explained that they have an existing positive relationship with an academic institution in Normal, where they house the Bridge Academy, and look forward to a similar relationship in Bloomington.

Board Member Zwaga inquired when classes would begin in the new location. Ms. Keiser stated she would have to defer the question to the school representative.

No other testimony was presented.

Chair Straza closed the public hearing.

Vice Board Chair Ballantini made a motion to establish findings of fact that the standards for approval of a Special Use Permit are met and to recommend approval of the request for a Special Use Permit for a School (Public) in the D-2 (Downtown Transitional) District, for the property located at 301 W. Washington Street, as submitted.

Roll call.

AYES: Board Chair Straza; Vice Board Chair Ballantini; Board Member Williams; Board Member Zwaga

Motion passed.



REGULAR AGENDA ITEM NO. 9.A.

FOR COUNCIL: October 28, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Engagement Agreement with Mesirow Financial, Inc., for Municipal Bond Advisory Services Related to the City's Potential Borrowing Needs, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 1a. Budget with adequate resources to support defined services and level of services

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

BACKGROUND: On November 27, 2023, Council approved water rate increases to support a generational investment of approximately \$400M in the City's water system. It is currently estimated that approximately \$138.5M of the \$400M will need to be sourced in the form of borrowing over the next five years.

On June 10, 2024, Council approved the purchase of the Owens Nursery property for \$5.425M, for the relocation of the Public Works Campus. Potential upgrades needed for the Campus include the addition of a Fleet Building and various remodeling. The estimated costs for these upgrades are approximately \$15M.

If approved, the City will enter into an engagement agreement with Mesirow Financial, Inc. ("Mesirow") to perform municipal financial advisory services related to funding the projects noted above as well as other financing needs that may arise. Such services will include but not be limited to: (1) developing debt repayment structures that meet budgetary requirements; (2) assessing the impact of financing structures on the City's credit ratings; (3) coordinating and reviewing necessary legal and disclosure documentation necessary to issue bonds for prescribed purposes; (4) preparing financing timelines that meet capital and project spend-down needs of the City; (5) reviewing overall transaction expenses for reasonableness given project scope and size; and (6) preparing and distributing offering material and bid specifications that meet current bond market expectations so that the City can receive the best and most aggressive (i.e. lowest cost) range of bids for the planned financings.

Mesirow has performed these advisory functions for the City on prior financings. However, given the large amount of financing currently being planned, the Finance Department requested Mesirow to develop a fee schedule that recognized the scope of financing being

planned and that included breakpoints that reduced the overall per bond advisory fees as the individual financings became larger. The fee schedule captured in the Engagement Agreement reflects that objective and Finance recommends its approval.

Please note, that this engagement agreement does not authorize the incurrence of any debts by the City, such as issuing bonds. Any debt issuance or bond refunding/refinancing would be brought back for Council approval as separate items.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: From a budgetary standpoint, bond issuance costs will be recovered from bond proceeds and repaid as part of the debt service. Debt service is generally paid from the General Bond and Interest Fund for Capital Improvement Fund-related projects, those funded by the General Fund. Debt service for Enterprise Fund-related projects is generally paid directly from those funds. Debt service will be budgeted in the appropriate fiscal years as debt is incurred, or a budget amendment proposed as part of the issuance.

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 Resolution](#)

[FIN 2C Resolution Exhibit A - Engagement Agreement](#)

[FIN 2D Disclosures](#)

RESOLUTION NO. 2024 - ____

**A RESOLUTION APPROVING AN ENGAGEMENT AGREEMENT WITH MESIROW
FINANCIAL, INC., FOR MUNICIPAL BOND ADVISORY SERVICES RELATED TO THE
CITY'S POTENTIAL BORROWING NEEDS**

WHEREAS, on November 27, 2023, the City Council approved water rate increases to support a generational investment of approximately \$400M in the City's water system and it is currently estimated that approximately \$138.5M of the \$400M will need to be sourced in the form of borrowing over the next five years; and

WHEREAS, On June 10, 2024, the City Council approved the purchase of the Owens Nursery property for \$5.425M, for the relocation of the Public Works Campus. Potential upgrades needed for the Campus include the addition of a Fleet Building and various remodeling. Estimated costs for these upgrades are approximately \$15M; and

WHEREAS, the City is anticipating other financing needs related to various capital projects or current bond refundings/refinancings; and

WHEREAS, the City has successfully utilized the expert financial advisory services of Mesirow since 2013 and desires continuity for the material aforementioned pending needs; and

WHEREAS, the City Council finds it in the best interest of the City to approve the engagement agreement (Exhibit A).

**NOW THEREFORE, BE IT RESOLVED 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 City Manager, or designated representatives, are authorized to execute the Engagement Agreement, and any other necessary documents.

PASSED this 28th day of October 2024.

APPROVED this ____ day of October 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



Todd S. Krzyskowski
Managing Director
Public Finance

353 North Clark Street
Chicago, IL 60654
t: 312.595.7842
e: todd.krzyskowski@mesirow.com

mesirow.com

Mr. Scott Rathbun
Finance Director
City of Bloomington
109 East Olive Street
Bloomington, IL 61702

September 9, 2024

Re: Municipal Advisor Agreement

Dear Mr. Rathbun,

Mesirow Financial, Inc. ("Mesirow") appreciates the opportunity to serve as municipal advisor to the City of Bloomington, Illinois (the "City"). This engagement letter (the "Agreement") will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective upon the date this agreement is executed by the City (the "Effective Date").

1. General Description of the Anticipated Transaction(s). Mesirow is hereby engaged by the City as its municipal advisor to assist with the cost-effective procurement of capital. As municipal advisor, Mesirow will provide advice and services related to the issuance of municipal securities or other municipal financial products for the following purposes:
 - a. Capital improvement bonds. Not more than \$138,516,000 to fund improvements to the City's water system. It is anticipated that the capital improvement bonds will be issued in one or more series over a period of approximately five (5) years.
 - b. Other capital improvement bonds. During the term of this Agreement, and as requested by the City, Mesirow may provide municipal advisory services with respect to other potential capital needs of the City including but not limited to downtown streetscape improvements, parking structures and public works.
 - c. Refunding bonds. During the term of this Agreement, Mesirow will monitor the City's existing debt portfolio and provide advice related to the issuance of refunding bonds, debt restructuring or defeasance, as applicable.
2. Scope of Services.
 - a. Services to be provided. We understand our Scope of Services may consist of any of the following:
 - i. Assist in the evaluation of proposed City capital projects and project partners
 - ii. Assist in the evaluation of any refunding opportunities and the impact on the City's enterprises and budgets, including in the issuance of municipal securities or other municipal financial products.
 - iii. If the City determines to issue municipal securities, assist in the selection of an underwriter(s), placement agent(s), or bank purchaser(s), bond and underwriter's counsel(s), credit rating agency(ies), and any other required parties. This may involve the administration of a Request

- for Qualification/Proposal process, or any other formal or informal evaluation method as directed by the City.
- iv. Assist the City in evaluating the proposed terms of any municipal securities offering
 - v. Review and comment on any required disclosure/offering documents or term sheets prepared by various members of the City's financing team
 - vi. Assist the City and other members of the financing team with rating agency communications.
 - vii. Assist the City and other members of the financing team with bond insurer communications.
 - viii. If municipal securities are sold through a competitive sale, Mesirow will oversee the sale using a web-based electronic auction platform (e.g., MuniAuction), or other industry recognized bidding platform as appropriate. We will assist the City in preparing a notice of sale, establishing suitable auction rules, and in determining the validity of all bids received and verifying the lowest interest-cost bid.
 - ix. If municipal securities are sold through a negotiated sale, Mesirow will coordinate with the selected underwriter or underwriting syndicate throughout the marketing and sale of the securities. We will review market information, comparable sales, and similar data to verify the appropriateness of interest rates and pricing levels.
 - x. Assist the City in evaluating the proposed terms of any loans or municipal financial products, which may include traditional banking products such as direct loans, issuance of a note, letters of credit, or the purchase of a municipal security by a bank for its own account
 - xi. If the City's contemplated transaction includes the use of municipal financial products, Mesirow will provide support for the City in the selection of a bank, lender, or other qualified service provider. This may involve the administration of a Request for Qualification/Proposal process, or any other formal or informal evaluation method as directed by the City.
 - xii. Assist the City in the choice of an investment advisor
 - xiii. As necessary, Mesirow will also review market conditions and documentation related to outstanding debt obligations of the City. The purpose for such review would be to evaluate and provide recommendations on the current structure and appropriateness of such outstanding obligations in the context of current and anticipated market conditions as well as future funding plans of the City.
 - xiv. Provide any other advice and service that the City, the mayor, or the finance director may, from time to time, reasonably request.
- b. Limitations on Scope of Services. The Scope of Services is subject to the following limitations:
- i. The Scope of Services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Services.
 - ii. Unless otherwise provided in the Scope of Services described herein, Mesirow is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Mesirow provided by Mesirow for inclusion in such documents.
 - iii. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any municipal securities or municipal financial products or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study. Additionally, Mesirow will not be acting as dissemination agent and is not responsible for any mandatory or voluntary financial or material disclosures.
 - iv. Mesirow and its affiliates are not seeking to serve as an investment adviser for the proceeds of any transaction consummated pursuant to this Agreement.
 - v. As a municipal advisor, Mesirow cannot provide broker, dealer, or municipal securities dealer services to the City. If the City is evaluating municipal financial products, such as bank loans or the placement of a municipal security with a bank for the bank's own account, Mesirow is precluded from identifying potential counterparty banks or negotiating interest rates or terms with any lender or investor or to acting as an intermediary in a municipal securities transaction.

vi. By entering this Agreement, the City is designating Mesirow as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the activities and aspects described in the Scope of Services. The Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Mesirow's activities as IRMA as may be provided in the Scope of Services described herein. Mesirow is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from any other party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Mesirow, its personnel and its role as IRMA in the written representation of the City contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Mesirow, and the City agrees not to represent, publicly or to any specific person, that Mesirow is the City's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific financial product or any specific issuance of municipal securities, outside the Scope of Services without Mesirow's prior written consent.

c. Amendment to Scope of Services. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

3. Municipal Advisor's Regulatory Duties when Servicing Client. Mesirow accepts the fiduciary responsibility delineated in MSRB Rule G-42. As the City's municipal advisor, we will deal honestly and with the utmost good faith, and act in the City's best interests without regard to our own financial or other interests. MSRB Rule G-42 requires that Mesirow make a reasonable inquiry as to the facts that are relevant to the City's determination whether to proceed with a course of action or that form the basis for advice provided by Mesirow to the City. The rule also requires that Mesirow undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Mesirow is also required under the rule to use reasonable diligence to know the essential facts about the City and the authority of each person acting on the City's behalf.

The City agrees to cooperate, and to cause its agents to cooperate, with Mesirow in carrying out these regulatory duties, including providing to Mesirow accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the City agrees that, to the extent the City seeks to have Mesirow provide advice with regard to any recommendation made by a third party, the City will provide to Mesirow written direction to do so as well as any information it has received from such third party relating to its recommendation.

4. Compensation.

- a. Fees and Expenses. The fees due to Mesirow hereunder shall be, and expenses incurred by Mesirow in connection with any services provided hereunder shall be reimbursed as follows:
- i. For the advisory services set forth and described in Section 2 of this Agreement, the City agrees to pay and Mesirow agrees to accept the Base Fee calculated on the basis of public offering price ("POP") of bonds issued on a per-transaction basis according to the following schedule:

Public Offering Price >	< or = to	Base Fee Amount For Municipal Advisory Services
\$0	- \$7,150,000	\$12,500
\$7,150,000	- \$20,000,000	\$12,500 plus \$1.75 / \$1,000 for amount > \$7,150,000
\$20,000,000	- \$50,000,000	\$34,988 plus \$1.00 / \$1,000 for amount > \$20,000,000
\$50,000,000	- \$100,000,000	\$64,988 plus \$0.90 / \$1,000 for amount > \$50,000,000
\$100,000,000	- ∞	\$109,988 plus \$0.60 / \$1,000 for amount > \$100,000,000

Example Fee Amounts		
Public Offering Price	Mesirow Base Fee	Approx. Fee POP Basis
\$5,000,000	\$12,500	\$2.50 / \$1,000
\$7,500,000	\$13,113	\$1.75 / \$1,000
\$10,500,000	\$18,363	\$1.75 / \$1,000
\$11,845,000	\$20,716	\$1.75 / \$1,000
\$14,000,000	\$24,488	\$1.75 / \$1,000
\$19,475,000	\$34,069	\$1.75 / \$1,000
\$28,000,000	\$42,988	\$1.54 / \$1,000
\$35,000,000	\$49,988	\$1.43 / \$1,000
\$72,000,000	\$84,788	\$1.18 / \$1,000
\$130,000,000	\$127,988	\$0.98 / \$1,000

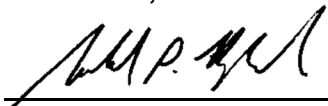
- ii. To the Base Fee, Mesirow may request reimbursement of any reasonable out of pocket expenses incurred.
 - iii. Mesirow's compensation as municipal advisor will be due upon receipt by the City of an advisory fee invoice issued to the City upon the successful closing of any transaction(s) described in Section 1. While this form of compensation is customary in the municipal securities market, compensation arrangements that are contingent upon the closing of a transaction, or the size of a transaction, present a conflict because it creates an incentive for Mesirow to recommend unnecessary financings or financings that are disadvantageous to the City, or to advise the City to increase the size of a transaction.
 - iv. Customary fees and expenses incident to the issuance of municipal securities or the consummation of a municipal financial products transaction are payable by the City. These fees and expenses can include, depending upon the final structure, underwriter, placement agent, bond counsel, local counsel, disclosure counsel, lender counsel or loan closing costs, rating agency fees, bond or other insurance premiums, organizational fees, trustee/paying agency fees, official statement printing fees, and verification agent fees, as applicable.
- b. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Mesirow or any of its associated persons, Mesirow and its associated persons shall have no liability to the City for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the City's election to act or not to act as the case may be, contrary to any advice or recommendation provided by Mesirow to the City. No recourse shall be had against Mesirow for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any issue or product or otherwise relating to the tax treatment of any issue or product, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by the City of any of its legal rights under the applicable U.S. federal securities laws or any other laws whose applicability is not permitted

to be contractually waived, nor shall it constitute a waiver or diminution of Mesirow's fiduciary duty to the City under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and rules thereunder.

5. Required Disclosures. MSRB Rules G-42 and G-10 require that Mesirow provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Mesirow's Disclosure Statement delivered to the City together with this Agreement.
6. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Illinois.
7. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the City and Mesirow, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
8. Entire Agreement. This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.
9. Severability. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.
10. No Third-Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
11. Term of This Engagement and Termination. This Agreement and all duties hereunder, including Mesirow's fiduciary duty, terminates upon the earlier of: (a) the closing of the municipal securities or municipal financial products transactions under consideration, or (b) five (5) business days following written notice that this Agreement is being terminated with or without cause by either party. However, the termination of this Agreement will not eliminate any compensation incurred and owing under the provisions of Section 3.

12. Authority. The undersigned represents and warrants that he or she has full legal authority to execute this Agreement on behalf of the City. The following individuals have the authority to direct Mesirow's performance of its activities under this Agreement:
- a. Todd Krzyskowski, Managing Director
 - b. Todd Waldrop, Senior Managing Director
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

Mesirow Financial, Inc.

By: 
Title: Managing Director
Date: September 9, 2024

ACKNOWLEDGED:
City of Bloomington, Illinois

By: _____
Title: _____
Date: _____

cc: Jeff Jurgens, City Manager, City of Bloomington
Chris Spanos, Corporate Counsel, City of Bloomington
Ketan Shah, General Counsel, Mesirow Financial, Inc.

Mr. Scott Rathbun
Finance Director
City of Bloomington
109 East Olive Street
Bloomington, IL 61702

September 9, 2024

Re: Municipal Advisor Disclosures

Dear Mr. Rathbun,

This letter is provided by Mesirow Financial, Inc. ("Mesirow") under Municipal Securities Rulemaking Board ("MSRB") Rule G-42 and Rule G-10 in connection with our engagement as Municipal Advisor by the City of Bloomington, Illinois (the "City"). This letter will serve as written documentation required under MSRB Rule G-42 and Rule G-10 of certain specific terms, disclosures and other items of information ("Disclosures") relating to our municipal advisory relationship as of the date hereof.

1. Scope of Services.

- a. Services to be Provided. The scope of services with respect to Mesirow's engagement with the City is as provided in the Municipal Advisor Agreement dated as of September 9, 2024 (the "Agreement").
- b. Limitations on Scope of Services. The Scope of Services is subject to such limitations as may be provided in the Agreement.

2. Municipal Advisor's Regulatory Duties when Servicing Client. Mesirow accepts the fiduciary responsibility delineated in MSRB Rule G-42. As the City's municipal advisor, we will deal honestly and with the utmost good faith, and act in the City's best interests without regard to our own financial or other interests. MSRB Rule G-42 requires that Mesirow make a reasonable inquiry as to the facts that are relevant to the City's determination whether to proceed with a course of action or that form the basis for advice provided by Mesirow to the City. The rule also requires that Mesirow undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Mesirow is also required under the rule to use reasonable diligence to know the essential facts about the City and the authority of each person acting on the City's behalf.

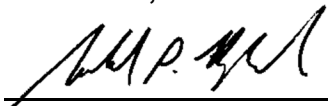
Accordingly, Mesirow will seek the City's assistance and cooperation, and the assistance and cooperation of the City's agents, with carrying out these regulatory duties, including providing to Mesirow accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent the City seeks to have Mesirow provide services with regard to any recommendation made by a third party, Mesirow requests that the City provide to Mesirow written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Term. The term of Mesirow's engagement as municipal advisor and the terms on which the engagement may be terminated are as provided in the Agreement.

4. Compensation. The form and basis of compensation for Mesirow's services as municipal advisor are as provided in the Agreement. As noted in the Agreement, Mesirow is generally compensated only if a deal is consummated. This may create an incentive for Mesirow to recommend a transaction and to encourage a larger transaction.
5. Required Disclosures. MSRB rules require that Mesirow provide the City with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history:
 - a. Disclosures of Conflicts of Interest. MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect. Accordingly, there are no material conflicts of interest known to Mesirow in connection with the Scope of Services under this Agreement.
 - b. Disclosures of Information Regarding Legal Events and Disciplinary History. MSRB Rule G-42 requires that municipal advisors provide their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Mesirow sets out below required disclosures and related information in connection with such disclosures:
 - i. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the City's evaluation of Mesirow or the integrity of Mesirow's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the Securities and Exchange Commission ("SEC").
 - ii. How to Access Form MA and Form MA-I Filings. Mesirow's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <https://www.sec.gov/cgi-bin/browse-edgar?CIK=712807>.
 - iii. Most Recent Change in Legal or Disciplinary Event Disclosure. Mesirow has not made any material legal or disciplinary event disclosures on Form MA or any form MA-I filed with the SEC.
 - c. Disclosures Regarding Client Education, Protections and Complaints. MSRB Rule G-10 requires that municipal advisors, after the establishment of a municipal advisory relationship and no less than once each calendar year thereafter during the course of that municipal advisory relationship, provide to the client the following items of information:
 - i. Annual Statement. Mesirow attests that it is registered with the SEC and the MSRB.
 - ii. Website Address for the MSRB and Client Protection and Compliant Brochure. A municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority is available at <https://www.msrb.org/>.
 - d. Future Supplemental Disclosures. As required by MSRB Rule G-42, Rule G-10, or any other applicable MSRB rules, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Mesirow. Mesirow will provide the City with any supplement or amendment as it becomes available through the term of the Agreement.

6. Authority. The undersigned represents and warrants that he or she has full legal authority to accept and acknowledge the Disclosures on behalf of the City. The following individuals have the authority to provide the Disclosures on behalf of Mesirow:
- a. Todd Krzyskowski, Managing Director
 - b. Todd Waldrop, Senior Managing Director
7. Counterparts. This Disclosure may be executed and acknowledged in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

Mesirow Financial, Inc.

By: 
Title: Managing Director
Date: September 9, 2024

ACKNOWLEDGED:
City of Bloomington, Illinois

By: _____
Title: _____
Date: _____

cc: Jeff Jurgens, City Manager, City of Bloomington
Chris Spanos, Corporate Counsel, City of Bloomington
Ketan Shah, General Counsel, Mesirow Financial, Inc.