



**CITY OF
BLOOMINGTON
COUNCIL MEETING
OCTOBER 26, 2020**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

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.

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.

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, At-Large - Tari Renner

City Council Members

Ward 1 - Jamie Mathy
Ward 2 - Donna Boelen
Ward 3 - Mboka Mwilambwe
Ward 4 - Julie Emig
Ward 5 - Joni Painter
Ward 6 - Jenn Carrillo
Ward 7 - Scott Black
Ward 8 - Jeff Crabill
Ward 9 - Kim Bray

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, OCTOBER 26, 2020, 6:00 P.M.

THIS MEETING WILL BE HELD VIRTUALLY. LIVE STREAM AVAILABLE AT:
www.cityblm.org/live

Prior to 15 minutes before the start of the meeting, 1) those persons wishing to provide public comment or testify at the meeting must register at www.cityblm.org/register, and/or 2) those persons wishing to provide written comment must email their comments to publiccomment@cityblm.org.

Members of the public may also attend the meeting at City Hall. Attendance will be limited to the lesser of 50 persons or 50% of room capacity and will require compliance with City Hall COVID-19 protocols and social distancing.

The rules for participation and attendance may be subject to change due to changes in law or to executive orders relating to the COVID-19 pandemic occurring after the publication of this agenda. Changes will be posted at www.cityblm.org/register.

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer**
4. **Roll Call**
5. **COVID-19 Update by City Manager**
6. **Recognition/Appointments**
 - A. Proclamation recognizing October 2020 as Community Planning Month, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - B. Proclamation recognizing October 2020 as Domestic Violence Awareness Month, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - C. Proclamation recognizing November 1, 2020 as Extra Mile Day, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
7. **Public Comment**

This meeting is being held virtually via live stream. Public comment will be accepted up until 15 minutes before the start of the meeting. Written public comment must

be emailed to publiccomment@cityblm.org and those wishing to speak Live must register at <https://www.cityblm.org/register>.

8. Consent Agenda

Electronic Roll Call Vote

- A. Consideration and action to approve Bills and Payroll in the amount of \$7,229,753.90, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- B. Consideration and action to approve Appointments to various Boards and Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*
- C. Consideration and action to approve a Purchase Order to Dell, Inc. for the 2020 Microsoft Enterprise Software Annual Renewal, for software maintenance and support covering the City's Microsoft licensing, in the amount of \$189,646.31 from the State of Illinois Department of Innovation and Technology JPMC Microsoft Licensing Solutions Provider (LSP), as requested by the Information Services Department. *(Recommended Motion: The proposed Purchase Order be approved.)*
- D. Consideration and action to approve a Contract Extension with Evergreen FS for fuel from November 1, 2020 through October 31, 2021 for the City's vehicles and equipment, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract Extension be approved.)*
- E. Consideration and action to (1) renew the Agreement with Jellyvision (via the ALEX tool) as a limited source, so that employees may be better educated regarding their 2021 Benefits, and (2) approve an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021, in the amount of \$47,768, as requested by the Human Resources Department. *(Recommended Motion: The proposed Agreement be renewed, and the proposed Ordinance be approved.)*
- F. Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving the Purchase of Syngenta, BASF, Bayer and Nufarm Chemicals and Fertilizers from Marubeni America Corporation DBA Helena Agri Enterprises LLC, as requested by the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Resolution and Purchase be approved.)*
- G. Consideration and action on a Resolution Approving the Second Amended Rules of the Public Safety & Community Relations Board Regarding Recommendations of the Board, as requested by the Legal Department. *(Recommended Motion: The proposed Resolution be approved.)*
- H. Consideration and action on a Resolution Approving a Variance to Chapter 38, Section 602 (Ch. 38, Sec. 123), and Chapter 24, Manual of Practice, Standard Detail 4.06F, of the Bloomington City Code to Allow Permits to be Issued for a 32-foot-wide Driveway at 54 Fedor Circle, as requested by the Public Works Department and the Economic & Community Development Department.

(Recommended Motion: The proposed Resolution be approved, and the Public Works Department be authorized to issue a Permit.)

- I. Consideration and action on an Ordinance Approving a Text Amendment to the City of Bloomington Zoning Code, Chapter 44, to Amend Current References to the "Community Development Department" to State the "Economic and Community Development Department", as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- J. Consideration and action on an Ordinance Approving the Final Plat of the Ninth Addition to Brookridge Apartments Subdivision, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved, subject to the petitioner providing the required sureties.)*
- K. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2021, to increase the Community Development Block Grant (CDBG) budget by \$631,100, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- L. Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Located at the Southeast Corner of PIN: 22-09-476-002, Approximately 1.79 Acres, from P-2 Public Lands and Institutions To R-2 Mixed Residence District, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- M. Consideration and action on an Ordinance Approving the Hershey Grove Subdivision Amended Preliminary Plan in the City of Bloomington, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- N. Consideration and action on an Ordinance Approving the Grove on Kickapoo Creek Second Amended Preliminary Plan for Approximately 10 Acres North of Ireland Grove Road and West of N2100 East Road in the City of Bloomington, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- O. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 7 in Block 4 in Camp Kickapoo, from Johnson Family Trust to the petitioners, KR&KJ Properties, LLC, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer and Supplemental Agreement be approved.)*
- P. Consideration and action to approve a Lake Bloomington Lease Transfer and Supplemental Agreement for Lot 9 in Block 4 of Camp Kickapoo, from Ross M. Clark, to the petitioners, Ross M. and Angela M. Clark, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer and Supplemental Agreement be approved.)*

9. Public Hearing

- A. Public Hearing for the 2019 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER), as requested by

the Economic & Community Development Department. *(Recommended Motion: None; presentation and public comment only.) (Presentation by Jennifer Toney, Grants Coordinator, 3 minutes; and City Council discussion, 10 minutes.)*

10. Regular Agenda

Electronic Roll Call Vote

- A. Presentation and Update on the Mobile Crisis Unit, as requested by the Administration Department. *(Recommended Motion: None; presentation only.) (Presentation by Tom Barr, Executive Director of the McLean County Center for Human Services, and Trisha Malott, Behavioral Health Coordinating Council Supervisor, 20 minutes; and City Council discussion, 20 minutes.)*
- B. Consideration and action on an Ordinance Amending Chapter 2 of the City Code to Create a Public Arts Commission, as requested by the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Billy Tyus, Deputy City Manager, 10 minutes; and City Council discussion, 10 minutes.)*
- C. Consideration and action on an Ordinance Recognizing Juneteenth within the City of Bloomington and Amending Chapter 22.2 of the City Code to have the Human Relations Commission Hold an Annual Event Celebrating Juneteenth, as requested by Council Member Mboka Mwilambwe. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Billy Tyus, Deputy City Manager, 5 minutes; and City Council discussion, 10 minutes.)*
- D. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department. *(Recommended Motion: No modifications recommended at this time.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

11. Finance Director's Report

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

12. City Manager's Discussion

13. Mayor's Discussion

14. Council Member's Discussion

15. Executive Session - Cite Section

Clerk-led Roll Call Vote

16. Adjournment

Voice Vote

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: October 26, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing October 2020 as Community Planning Month, 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 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: The included Proclamation is a public statement that brings attention to factors that affect our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read 'B. Ryus'.

Billy Ryus, Deputy City Manager

10/20/2020

A handwritten signature in black ink, appearing to read 'Tara Henry'.

Tara Henry, Legislative Assistant

10/20/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason'.

Tim Gleason, City Manager

Attachments:

- ADM 1B Proclamation Community Planning Month October 2020

PROCLAMATION

Declaring October 2020 Community Planning Month

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

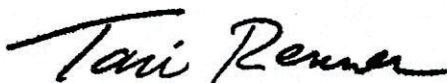
WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Bloomington; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Bloomington and extend our heartfelt thanks for the continued commitment to public service by these professionals.

THEREFORE, BE IT RESOLVED that I, Tari Renner, Mayor of the City of Bloomington, do hereby proclaim the month of October 2020 as **Community Planning Month** in the City of Bloomington in conjunction with the celebration of National Community Planning Month.



Tari Renner
Mayor



Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 6.B

FOR COUNCIL: October 26, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing October 2020 as Domestic Violence Awareness Month, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: The included Proclamation is a public statement that brings attention to factors that affect our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read 'B. Ryus'.

Billy Ryus, Deputy City Manager

10/20/2020

A handwritten signature in black ink, appearing to read 'Tara Henry'.

Tara Henry, Legislative Assistant

10/20/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason'.

Tim Gleason, City Manager

Attachments:

- ADM 2B Proclamation Domestic Violence Awareness Month

PROCLAMATION

Declaring October 2020 Domestic Violence Awareness Month

WHEREAS, in the United States, nearly 60% of children are exposed to violence each year. Every 9 seconds in the United States, a woman is assaulted or beaten. 1 in 3 women and 1 in 4 men have been victims of some form of physical violence by an intimate partner within their lifetime; and

WHEREAS, Children's Home and Aid has been a leader in responding to the changing needs of disadvantaged children and families in Illinois. For more than 125 years, Children's Home and Aid has paved the way by establishing best practices and shaping laws in child welfare, early childhood and juvenile justice; and

WHEREAS, Children's Home and Aid has been serving families parenting children following exposure to Violence and has served nearly 40,000 children each year; and

WHEREAS, an increase in community awareness is necessary to put a stop to Domestic Violence.

NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, do hereby proclaim October 2020

DOMESTIC VIOLENCE AWARENESS MONTH

I encourage all Americans to recognize Domestic Violence Awareness Month and be part of the Children's Home and Aid movement to provide quality programs and services to children and families in need.



Tari Renner
Mayor



Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 6.C

FOR COUNCIL: October 26, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing November 1, 2020 as Extra Mile Day, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: The included Proclamation is a public statement that brings attention to factors that affect our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read 'B. Ryus'.

Billy Ryus, Deputy City Manager

10/20/2020

A handwritten signature in black ink, appearing to read 'Tara Henry'.

Tara Henry, Legislative Assistant

10/20/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason'.

Tim Gleason, City Manager

Attachments:

- ADM 3B Proclamation Extra Mile Day Nov 1, 2020

PROCLAMATION

Declaring November 1, 2020 Extra Mile Day

WHEREAS, Bloomington, IL is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Bloomington, IL is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Bloomington, IL is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Bloomington, IL acknowledges the mission of Extra Mile America to create 500 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2020.

NOW, THEREFORE, I, Tari Renner, Mayor of Bloomington, Illinois, do hereby proclaim November 1, 2020, to be Extra Mile Day. I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.



Tari Renner
Mayor



Leslie Yocum
City Clerk

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: October 26, 2020

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$7,229,753.90, 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 \$7,229,753.90 (Payroll total \$2,748,530.01, Accounts Payable total \$3,467,741.20, and Bank Transfers total \$1,013,482.69).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

A handwritten signature in black ink, appearing to read "F. Scott Rathbun".

F. Scott Rathbun, Finance Director

10/21/2020

A handwritten signature in black ink, appearing to read "Tara Henry".

Tara Henry, Legislative Assistant

10/21/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL				
Date	Gross Pay	Employer Contribution	Totals	
9/25/2020	\$ 2,095,245.05	\$ 547,834.43	\$ 2,643,079.48	
10/13/2020-10/15/2020	\$ 103,363.36	\$ 2,087.17	\$ 105,450.53	
Off Cycle Adjustments				
PAYROLL GRAND TOTAL			\$ 2,748,530.01	
ACCOUNTS PAYABLE (WIRES)				
Date	Bank	Total	PCARDS	
10/26/2020	AP General	\$ 3,181,492.59	Date Range	
	AP JM Scott		Transactions are now included in	
10/26/2020	AP Comm Devel	\$ 47,628.90	in AP Bank Transfers	
10/26/2020	AP IHDA	\$ 989.99	PCARD GRAND TOTAL	
10/26/2020	AP Library	\$ 43,634.94		
10/26/2020	AP MFT	\$ 56,468.46		
10/7/2020-10/19/2020	Out of Cycle	\$ 137,526.32		
5/11/2020-10/6/2020	AP Bank Transfers	\$ 1,013,482.69		
AP GRAND TOTAL		\$ 4,481,223.89		
TOTAL			\$ 7,229,753.90	

Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: October 26, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Appointments to various Boards and 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: The Mayor of the City of Bloomington has nominated, and asks your concurrence in the appointment of:

Blm-Nml Area Convention & Visitors Bureau Board: Justin Boyd to the Blm-Nml Area Convention & Visitors Bureau Board. Justin is being appointed to fill a vacancy on the Board. His term will be effective immediately and will expire 12-31-22, at which time he will be eligible to reapply. Application is on file in the Administration Office.

Historic Preservation Commission: Greg Koos to the Historic Preservation Commission. Greg is being appointed to fill a vacancy on the Commission. He will be appointed for an initial two-year term, effective immediately, with an expiration date of 4-30-22, at which time he will be eligible to reapply. Application is on file in the Administration Office.

Public Safety and Community Relations Board: Jennifer Wilkes to the Public Safety and Community Relations Board. Jennifer is being appointed to fill a vacancy on the Board. Her term will be effective immediately and will expire 4-30-23, at which time she will be eligible to reapply. Application is on file in the Administration Office.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic; however, this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:



Billy Ryus, Deputy City Manager

10/20/2020



Tara Henry, Legislative Assistant

10/20/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- ADM 4B BN Convention & Visitors Bureau Roster
- ADM 4C HPC Roster
- ADM 4D PSCRB Roster

Bloomington-Normal Convention & Visitors Bureau Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Term Effective Date
x		Tari	Renner			
x		Scott	Black			
x		Charlie	Moore	12/31/22	12/10/18	01/01/19
x		Cheryl	Magnuson	12/31/22	07/27/20	01/01/19
x	Chair	Carlo	Robustelli	12/31/22	12/10/18	01/01/19
		Migidi	Tembo			
		Beth	Whisman			
		Kathleen	Lorenz			
		Kevin	McCarthy			
	Assoc Dir	Steve	Newman			
	Pres/CEO	Crystal	Howard			

Historic Preservation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x	resigned 10/14	Ann	Bailen	04/30/21	2015	04/23/18
x		Robert	Castillo	04/30/23	2020	05/26/20
x		Georgene	Chissell	04/30/23	2017	04/27/20
x	Chair	Lea	Cline	04/30/23	2016	04/27/20
x				04/30/20		
x	Architect	Paul	Scharnett	04/30/23	2017	04/27/20
x		Sherry	Graehling	04/30/22	2012	04/22/19
	Staff	Katie	Simpson			
	Staff	Joni	Gerard			

Public Safety and Community Relations Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		William	Bennett	04/30/21	2017	04/23/18
x		Robert	Bosquez	04/30/23	2017	04/27/20
x		Surena	Fish	04/30/21	2017	04/23/18
x	Resigned	Janet	Lancaster	04/30/23	2017	04/27/20
x	Chair	Arthur	Taylor	04/30/22	2017	04/22/19
x		Jeffery	Woodard	04/30/22	2017	04/22/19
x		Brigitte	Black	04/30/23	2020	08/10/20
	Staff	Nora	Dukowitz			
	Staff	Clay	Wheeler			



CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: October 26, 2020

SPONSOR: Information Services Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Purchase Order to Dell, Inc. for the 2020 Microsoft Enterprise Software Annual Renewal, for software maintenance and support covering the City's Microsoft licensing, in the amount of \$189,646.31 from the State of Illinois Department of Innovation and Technology JPMC Microsoft Licensing Solutions Provider (LSP), as requested by the Information Services Department.

RECOMMENDED MOTION:

The proposed Purchase Order 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 participates in an EA (Enterprise Agreement) with Microsoft Corporation to use its Microsoft licenses. The EA is implemented in successive three-year agreements. Assuming Council approval, this year would mark the beginning of another three-year agreement, which would run through October 2023. The current request would provide Microsoft licensing through October 2021. Staff will come back to Council for expenditure approval for the following two years of the contract.

These licenses include desktop and server operating systems, enterprise databases, office productivity software, network management software, and terminal emulation software to provide desktop application services across some of the City's slower WAN (Wide Area Network) links. Participation in the EA agreement provides version updates to all software, support, training, and transition rights to software when computer hardware is replaced.

Costs for the previous three (3) years of Microsoft EA licensing were:

FY2020	\$176,166.17
FY2019	\$176,166.17
FY2018	\$175,988.15

The FY2021 payment is higher as it includes additional email licensing for City staff and Microsoft Advanced Threat Protection for all users.

As the Microsoft EA is a three-year agreement, licensing costs are spread across all three years. There are provisions within the agreement allowing the City to terminate should funds not be available in future budget years.

The City can participate in the Microsoft EA under the State of Illinois Joint Purchasing Contract (Contract: JPMC Microsoft Licensing Solutions Provider (LSP), CMT1176800 - valid through 7/30/2024) under which the State of Illinois has negotiated with Microsoft for lower licensing costs. The Microsoft reseller selected to manage the State of Illinois contract is Dell Marketing L.P. As such, the City may only participate in the Microsoft EA by purchasing through Dell Marketing L.P.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority because Microsoft EA provides a large portion of the City's information services software and operating systems needed to perform essential services. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This item is included in the FY 2021 Budget under Information Services-Repair/Maintenance Office and Computer Equipment (10011610 -70530). Stakeholders can locate this in the FY 2021 Budget Book titled "Budget Overview & General Fund" on page 158.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

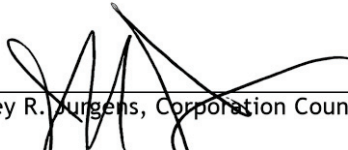
Prepared by: Craig McBeath, Interim Director of Information Services

Reviewed by:



Chris Tomertin, Budget Manager

10/16/2020



Jeffrey R. Jurgens, Corporation Counsel

10/19/2020



Tara Henry, Legislative Assistant

10/22/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- IS 1B City of Bloomington - EA Renewal(DELL) 10222020

- IS 1C Enterprise Agreement for Government
- IS 1D Executed MS LSP JPMC Master CMT1176800
- IS 1E Dell Marketing LP-IL_Good Standing



The PO needs to be addressed to DELL
Sydney Laughley
Software Account Manager
sydney_laughley@del.com
512-728-9177

Company	
City of Bloomington	

Date	Quote #	Enrollment #
10/13/2020	5XL201013	6828473

Contact
Email
Craig McBeath
cmcbeath@cityblm.org

MFG. Part #	Gov EA Product	Level	Qty Needed	Unit price for 12 months	Total per year
3GU-00001	O365 ATP P1	D	770	\$ 17.95	\$ 13,821.50
MCM-00001	AzureActiveDirctyPremPIGCC ShrdSvr ALNG SubsvL MVL PerUsr	D	1	\$ 53.85	\$ 53.85
9GS-00135	CISStdCCore ALNG SA MVL 2Lic CoreLic	D	48	\$ 157.46	\$ 7,558.08
9GA-00313	CISStdCore ALNG SA MVL 2Lic CoreLic	D	320	\$ 32.28	\$ 10,329.60
AAA-12417	CoreCALBridgeO365FromSA ALNG SubsvL MVL Pltfrm PerUsr	D	660	\$ 14.83	\$ 9,787.80
AAD-32904	EntMobandSecE3GCC Shared Alng MonthlySub Addon ToUsrCrCAL	D	5	\$ 56.69	\$ 283.45
3NS-00003	ExchgOnlnP2GCC ShrdSvr ALNG SubsvL MVL PerUsr	D	110	\$ 70.86	\$ 7,794.60
AAA-11924	O365GCCF3FromSA ShrdSvr ALNG SubsvL MVL PerUsr	D	660	\$ 17.667	\$ 116,602.20
076-01912	Prlct Std ALNG SA MVL	D	6	\$ 111.01	\$ 666.06
DDJ-00001	PwrBIProGCC ShrdSvr ALNG SubsvL MVL PerUsr	D	8	\$ 88.81	\$ 710.48
359-00792	SOLCAL ALNG SA MVL DvcCAL	D	24	\$ 32.28	\$ 774.72
228-00433	SQLSvrStd ALNG SA MVL	D	6	\$ 139.35	\$ 836.10
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	D	18	\$ 554.26	\$ 9,976.68
9EN-00198	SysCUsdCore ALNG SA MVL 2Lic CoreLic	D	8	\$ 17.32	\$ 138.56
D87-01159	VlsioPro ALNG SA MVL	D	11	\$ 95.26	\$ 1,047.86
KV3-00353	WINENT perDVC ALNG SA MVL Pltfrm	D	555	\$ 40.15	\$ 22,283.25
T98-00798	WinRightsMgmtSrvcCAL WinNT ALNG SA MVL DvcCAL	D	1	\$ 6.30	\$ 6.30
GVC-01253	WinRmtDsktpSrvcCAL ALNG SA MVL DvcCAL	D	46	\$ 17.32	\$ 796.72

1 Year Total	\$ 189,646.31
3 Year Total	\$ 568,938.93

Agreement Summary	
Agreement #	6828473
Master Agreement #	01E73861
Agreement Type	Standard Enrollment
Customer Name	City of Bloomington (8F3B1748)
Agreement Start Date	11/1/2017
Agreement End Date	10/31/2020
Renewal End Date	10/31/2023
Program	Enterprise 6
Updated EA	Yes
National Cloud	No
Agreement Type	Government
Agreement Status	Active



Enterprise Agreement for Government

PROGRAM BRIEF

The Enterprise Agreement for Government gives you the flexibility to choose among on-premises software and cloud services to best suit your user needs, and helps you optimize your technology spend as business priorities change.

The Microsoft Enterprise Agreement (EA) for Government provides your eligible government organization with the best overall pricing based on your eligibility as a government organization, the benefits of Software Assurance, as well as simplified licensing management via your organization-wide agreement. And as more public sector organizations implement cloud services, the EA for Government now provides a seamless way to license both on-premises software and cloud services all in the same agreement. With a single agreement, you will enjoy the flexibility of being able to choose software and cloud services for different user types, optimize your technology spend to fit your IT and user needs, and streamline software compliance and asset management across all of your Microsoft purchases.

Enterprise Agreement and Subscription Program Options

You can choose to purchase your software licenses via Enterprise Agreement Enrollments or subscribe to licenses through the Enterprise Subscription programs. Based on a three-year term, with the ability to add and adjust products and online services over time, the **Enterprise Enrollment** offers pricing advantages beyond standard license and subscription pricing. Should you add new users or devices during your Enrollment, you can equip them with software and cloud services you are already using and then account for these changes through an annual reconciliation process known as “True Up.”

Enterprise Subscription programs provide similar advantages as the Enterprise Agreement Enrollments with lower annual costs based on a three-year subscription and the ability to increase or decrease licenses and subscription counts on an annual basis. This ability to grow or downsize subscription counts may be attractive, especially if you expect significant fluctuations in workforce size and IT requirements. However, unlike the Enterprise Agreement Enrollments where you retain perpetual use rights for the licenses you purchase, with subscription programs you gain access to Microsoft software and cloud services for as long as you maintain your subscription.

Improved flexibility for licensing cloud services

Keeping pace with the expanding array of Microsoft cloud services, the Enterprise Agreement for Government gives you the flexibility to choose among on-premises software and cloud services to best suit your user needs and help you optimize your technology spend. And when you choose to transition aspects of your IT to the cloud, your Enterprise Agreement for Government helps you:

- Transition to cloud services at your own pace
- Move users back and forth between on-premises software and cloud services
- Match and adjust online service plans to meet user needs
- Easily add and adjust new online service users above your EA commitment

Enrollments for cost-effective licensing

With the Enterprise Agreement for Government you decide whether you want to take advantage of various enrollments, the most well-known perhaps being the **Enterprise Enrollment**. With the Enterprise Enrollment, you can choose to run a mix of device software and cloud services across your organization. Such organization-wide implementations help you reduce device and user management and support costs, and also provide additional pricing advantages beyond your standard government price level.

Take Advantage of other Enrollment Programs

Microsoft extends the value of the Enterprise Agreement for Government by offering enrollments that help you license solution-focused technology suites of Microsoft's most popular application and infrastructure products. They can be a very cost-effective way to license software and solutions to address key organizational objectives, like building a secure and well managed data center (ECI) or helping your IT staff build, manage and maintain applications that support your organization (EAP).

Other Enrollments include:

Enrollment for Application Platform (EAP)

Get flexible and cost-effective licensing for standardizing on the Microsoft Application Platform (SQL Server 2012, Visual Studio 2012, BizTalk Server, SharePoint Server 2010)

Enrollment for Core Infrastructure (ECI)

Save money through volume licensing to build the foundation for a protected and well-managed datacenter (Windows Server 2012, Systems Center, Forefront Client Security)

Enterprise Enrollment additions

Add Premier Support and Professional Services through the Enterprise Agreement

Boost Productivity with Software Assurance

All Enterprise Agreements for Government include Software Assurance (SA) for on-premises software to help you boost productivity across your organization with new software versions, deployment planning, 24x7 phone and web support, training and unique technologies such as Windows 8 Enterprise Edition and the Microsoft Desktop Optimization Pack.

While most Software Assurance benefits are designed for on-premises software licenses, you can utilize the SA Deployment Planning Services to develop plans to move users to cloud services, in addition to planning for on-premises deployments. The License Mobility benefit lets your organization deploy certain server application licenses purchased under your Volume Licensing agreement in an Authorized Mobility Partner's datacenter.

Maximize uptime with Premier Support Services

The Enterprise Agreement for Government allows you to add a variety of Microsoft Premier Support offerings to provide the optimum level of pro-active and reactive support for your Microsoft software environment.

How the Enterprise Agreement for Government Works

The Enterprise Agreement is appropriate for your organization if you meet the government eligibility requirements, have more than 250 PCs, devices and/or users, and want to license software and cloud services for your organization for a minimum, three-year period. During this period you may take advantage of a government price level and can adjust your Microsoft on-premises software and cloud service licenses in two ways:

- If you add new users or devices, you can equip them with software and cloud services you're already using and then account for these changes at your next agreement anniversary.
- If you want new products or cloud services, you can order these through your Microsoft Reseller at any time during your agreement.

Using the Enterprise Agreement for Government

Designated members of your organization gain access to the following online tools to use and manage aspect of your Enterprise Agreement for Government.

- Volume Licensing Service Center (www.microsoft.com/licensing/servicecenter/). Use the Volume Licensing Service Center (VLSC) to download licensed products, access product keys, and manage your Volume Licensing agreements and license acquisition activity—all in one online location.
- Software Assurance Benefits (www.microsoft.com/softwareassurance). Activating your organization's Software Assurance benefits is easy. Most benefits can be activated and accessed through the Volume Licensing Service Center (VLSC). The Software Assurance Web site provides everything you need to know.
- Managing Online Services (www.microsoft.com/online/signin.aspx). Customers who purchase Microsoft Online Services via their Volume License Program can manage many of their online services through the Microsoft Online Administration Center.

With your Enterprise Agreement for Government you can license the full breadth of Microsoft Cloud Services as they become available.



Microsoft Office 365 offers cloud versions of Microsoft's most trusted communications and collaboration products with the latest version of the Office suite.



Windows Intune helps you manage and secure PCs anywhere with cloud services, and provides the best Windows experience with upgrades to Windows 8 Enterprise.



Microsoft Dynamics CRM Online offers flexible sales, marketing and service solutions that integrate with other Microsoft products, plus customization and partner offerings.

Buying, Renewing or Adding to your Enterprise Agreement

To buy, renew, or add products and services to your Enterprise Agreement, contact your Government Reseller Partner, Microsoft Authorized Enterprise Software Advisor (ESA) or Microsoft Authorized Large Account Reseller (LAR). Flexible payment options are available and include:

- Pay the full amount at the time of order.
- Spread payments across agreement anniversaries (pay one-third at the time of order and one-third on each of the next two agreement anniversaries) for license and Software Assurance or Software Assurance only.
- Use Microsoft Financing to help finance a complete range of technology needs, including software, services, partner products, and hardware.

Contact your preferred Microsoft Reseller.

- In the United States, call (800) 426-9400, or [find an authorized reseller](#).
- In Canada, call the Microsoft Resource Centre at (877) 568-2495.

Worldwide

For information about Volume Licensing for Government offerings available in your area, find the [Microsoft Volume Licensing website](#) for your country/region.

Academic and Charitable Organizations

If you are affiliated with an academic or charitable organization there are additional Volume Licensing programs available to you, which may include additional partner and pricing advantages. Visit the [Microsoft Volume Licensing website](#) for more information.

Learn more

Microsoft Volume Licensing www.microsoft.com/licensing

Government Eligibility Requirements www.microsoft.com/licensing/licensing-options/for-industries.aspx#tab=1

Microsoft Online Services www.microsoft.com/licensing/oneservices

Software Assurance www.microsoft.com/softwareassurance

Microsoft Financing www.microsoft.com/licensing/how-to-buy/financing.aspx

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1112

Microsoft

STATE OF ILLINOIS
Contract
Illinois Department of Innovation and Technology
JPMC Microsoft Licensing Solutions Provider (LSP)
CMT1176800

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

STATE OF ILLINOIS
Contract
Illinois Department of Innovation and Technology
JPMC Microsoft Licensing Solutions Provider (LSP)
CMT1176800

VENDOR

Vendor Name: Dell Marketing L.P.	Address (City/State/Zip): One Dell Way, Round Rock, TX 78682
Signature: [REDACTED]	Phone: [REDACTED]
Printed Name: Rita Roles	Fax:
Title: Sr Contracts Manager	Email: Rita.Roles@dell.com
Date: 06/25/20	

STATE OF ILLINOIS

Procuring Agency: Illinois Department of Innovation and Technology	Phone:
Street Address: 120 West Jefferson Street	Fax:
City, State ZIP: Springfield IL 62072	
Official Signature: [REDACTED]	Date: 7/10/20
Printed Name: Ron Guerrier	
Official's Title: Secretary	
Legal Signature: [REDACTED]	Date: July 9, 2020
Legal Printed Name: Margaret van Dijk	
Legal's Title: General Counsel	
Fiscal Signature: [REDACTED]	Date: 7/9/2020
Fiscal's Printed Name: Brian Turner	
Fiscal's Title: Acting Chief Fiscal Officer	

Agreed as to Legal form and content
JB - 06/25/2020

2

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 20-448DOIT INFOT-B-0000
- Project Title: JPMC Microsoft Licensing Solutions Provider (LSP)
- Contract #: CMT1176800
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: B-11972
- BidBuy / Bulletin Publication Date: 12 /13 /19
- Award Code: A
- Subcontractor Utilization? ☐ Yes ☒ No Subcontractor Disclosure? ☐ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☐ No Percentage:
- Minority Owned Business? ☐ Yes ☐ No Percentage:
- Women Owned Business? ☐ Yes ☐ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☐ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☐ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Department of Innovation and Technology, in cooperation and agreement with the Chief Procurement Officer for General Services, is executing a contract with Vendor for the purchase of Microsoft software licensing/subscription, support and services available via the State's Microsoft Enterprise Agreement, Server Cloud Enrollment, Select Plus, and Premier/Unified Support agreements. This contract is a Joint Purchase Master Contract (JPMC) and is available to all governmental units and qualified not-for-profit agencies.

The State of Illinois has entered into a Select Plus Agreement, a Master Services Agreement, a Premier/Unified Support Agreement, a Server Cloud Enrollment Agreement and an Enterprise Agreement with Microsoft.

Vendor shall act as agent of record during the term of this contract and shall maintain and update the licensing records of each eligible agency that purchases from this contract. Vendor shall be responsible for fulfilling orders placed against the Premier/Unified Support, Select Plus, Server Cloud Enrollment, and Enterprise Agreements.

Premier/Unified Support used by the State of Illinois is intended to provide advanced support and assistance in cases of critical systems being at risk both from an IT infrastructure and IT application development perspective; implementation and engineering advice; implementation kick start; and training on specific Microsoft product solutions. This is not intended to be used for acquiring long term services for IT application development, application maintenance and/or routine daily IT and business operations. All releases for Premier/Unified Support require a Statement of Work with defined deliverables, timelines, Vendor/Ordering Entity responsibilities, and detailed costs showing contract percentage off.

Vendor shall be responsible for the preparation and submission of applicable reports in proper format to Microsoft to ensure the buyer receives proper credit for all purchases of Microsoft products against the Microsoft Select Plus, Server Cloud Enrollment, Premier/Unified Support and Enterprise Agreement programs. The Vendor shall be responsible for the resolution of any report discrepancies with Microsoft to ensure the buyer receives appropriate credit for all Microsoft program specific purchases.

The State shall have no minimum purchase obligation or minimum order requirement under this contract. Orders against this contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) on an as needed, if needed basis. Other governmental units and qualified not-for-profit agencies will submit their own purchase forms. Orders written through and including the last day of the resulting

contract shall be honored. Each individual order will have its own ship to/bill to information.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. If an item becomes discontinued or otherwise not available during the term, the vendor may propose to substitute an equivalent or better product at no additional cost, subject to approval by the Department of Innovation and Technology.

The State recognizes that a manufacturer may make changes to service offerings at any time during the contract term (including optional renewals). Vendor is responsible for notifying buyer of such changes. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed supplies and/or services.

1.2. MILESTONES AND DELIVERABLES: NA

1.3. VENDOR / STAFF SPECIFICATIONS: Vendor shall remain a Licensing Solutions Provider (LSP) authorized to resell Microsoft Products, support, and services throughout the term of this contract and any renewals. Vendor shall remain responsible for and authorized to provide pre- and post-sales support, where applicable and as detailed in this Contract.

1.4. TRANSPORTATION AND DELIVERY: Delivery and/or electronic delivery shall be as stated on each individual order. Vendor shall not charge for shipping/handling

1.5. SUBCONTRACTING

Subcontractors are allowed. If a vendor utilizes a subcontractor, it must be identified below. Please see Section 1.5.5 for adding or changing subcontractor(s) after execution of a contract.

1.5.1. Will subcontractors be utilized? ☐ Yes ☒ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.5.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.5.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.5.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.6. SUCCESSOR VENDOR

☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units

performing substantially similar work to the services covered by the contract subject to its bid or offer; and

- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Illinois and various other locations

Value of services performed at this location: 100%

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text](#)

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor's pricing is shown below.

	PART 1 Product Categories	Percentage Discount off ERP Pricing Level D
1	Enterprise Agreement	21.27%
2	Server Cloud Enrollment	21.27%
3	Select Plus	16.91%

	PART 2 Premier/Unified Support	Percentage Mark Up
1	Premier/Unified Support	0%

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice.

2.5 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: Discount Percentage off Microsoft published ERP pricing level D /Mark Up Percentage as shown in Tables in Section 2.1.1.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed pricing.

☐ If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.5.2. Renewal Compensation: This contract has no renewal options.

2.6 MAXIMUM AMOUNT: The total payments under this contract shall not exceed \$NA without a formal amendment.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term of July 31, 2020 through July 30, 2024.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

3.2.1. This contract will not be renewed. The State reserves the right to renew for a total of N/A.

- 3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 OTHER TERMINATION:** The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7.
- 3.6 SUSPENSION:** The State may also suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7. Suspension of this contract will not affect either party's obligations for orders executed prior to such suspension.
- 3.7 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or DoIT reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and DoIT's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice the respective agency on a per order basis.

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by either party without the prior written consent of the other party.

4.3 SUBCONTRACTING: To the extent applicable and for purposes of this section, subcontractors are those specifically hired by Vendor to perform all or part of the work to be performed by Vendor under this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120. For greater clarification, Microsoft is not considered a Subcontractor under this Contract.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities.

Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIMELY PERFORMANCE:** Vendor will perform its obligations under this contract in a prompt and timely manner. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. Each party will provide written notice in the event of a force majeure event. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration. A force majeure event shall not affect the obligation to pay for products and services previously received.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all of the State's data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is

independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** No Dell branded services or products are included in this Contract. No work for hire is contemplated as of the date this contract is executed. Provided, however, to the extent work for hire is contemplated during the term of this contract, an agreement with regard to work for hire will be negotiated and set forth in an order and the statement of work (SOW) giving rise to such work for hire. Notwithstanding anything in this Contract or amendment to the Contract or SOW, the parties to this Contract, including manufacturers of third party products purchased under this Contract, shall retain all pre-existing intellectual property rights.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for Commercial General Liability and Business Auto liability insurance. Vendor shall promptly provide State a Certificate of Insurance upon request. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims agreed to under the contract.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and to the extent applicable to its subcontractors, shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Vendor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within seven (7) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and subcontractors, officers, employees or agents performing services on State owned, leased or controlled property. Vendor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and
- State must provide notice and consent forms. Vendor's and subcontractors officers, employees or agents performing services on state owned, leased or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier

(UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and

encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.28 SUPPLEMENTAL TERMS: Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.28.1 The procuring Agency and the State do not waive sovereign immunity;

4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.28.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.28.4 No Dell branded products or software are sold under this Contract. If the Contract is amended to include Dell branded products or software the parties agree to amend the Contract to include appropriate licensing terms. The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through

agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.28.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.28.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.28.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

4.29 RESERVED.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

- 5.1.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILC 500/10-20(a)(4).
- 5.1.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.
- 5.1.3 "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

☒ Agency Specific Terms and Conditions

- 5.1.4 The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.
- 5.1.5 Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.
- 5.1.6 The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
- 5.1.7 Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.
- 5.1.8 The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.
- 5.1.9 Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.
- 5.1.10 All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

Form B

Certifications and Disclosures

BidBuy Reference #: [19-448DOIT-INFOT-B-11972](#) Procurement/Contract #: [19-448DOIT-INFOT-B-11972](#)

This Form B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has an active State of Illinois Vendor Registration Number.

To ensure that you have an active registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have an active IPG registration.

State of Illinois Vendor Registration Number: XXXXXXXXXX

IPG Expiration Date: [9/11/2020](#)

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e). ☒ Yes ☐ No

3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

☐ Yes ☒ No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [N/A](#)

4. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

☒ Yes ☐ No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed. [In addition to the contract listed in our original submission, Dell is a party in the following consortium contracts. The values below are restricted to the State of Illinois. Please note that these consortium contracts are used by various states. Dell is unaware of any additional contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with agencies of the State of Illinois.](#)

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
State of Illinois DoIT	Dell Server Statewide Master Contract	Active	\$4,000,000	Master Blanket Purchase Order 20-448DOIT-INFOT-P-10880
Various Entities Included	IPHEC	Active	Approximately \$2,000,000	IPHEC
Various Entities Included	MHEC	Active	Approximately \$1,800,000	MHEC
State of Illinois Secretary of State	Invitation for Bid: 20VS106001-Lexmark Printers, Trays and Toners	Pending	Approximately \$500,000	Invitation for Bid: 20VS106001-Lexmark Printers, Trays and Toners
State of Illinois DoIT	Invitation for Bid: JPMC Microsoft Licensing Solutions Provider (LSP)	Pending	Approximately \$40,000,000	Invitation for Bid: 20-448DOIT-INFOT-B-11972

5. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: [Dell Marketing, L.P.](#)

Phone: [512.723.1679](#)

Street Address: [One Dell Way](#)

Email: Heather_Jones1@Dell.com

City, State, Zip: [Round Rock, TX 78682](#)

Vendor Contact: [Heather Jones](#)

Signature: _____

Date: [May 1, 2020](#)

Printed Name: [Heather Jones](#)

Title: [Proposal Manager](#)

Taxpayer Identification Number

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),

and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,

and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: N/A

Business Name: Dell Marketing, L.P.

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

☐ Individual

☐ Sole Proprietor

☒ Partnership (Limited)

☐ Legal Services Corporation

☐ Tax-exempt

☐ Corporation providing or billing

☐ Governmental

☐ Nonresident alien

☐ Estate or trust

☐ Pharmacy (Non-Corp.)

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Limited Liability Company

medical and/or health care services
☐ Corporation NOT providing or billing
medical and/or health care services

(select applicable tax classification)
☐ C = corporation
☐ P = partnership

Signature of Authorized Representative:



Date: May 20, 2020

W-9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Dell Marketing LP		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ Applies to accounts maintained outside the U.S.		
5 Address (number, street, and apt. or suite no.) See instructions. C/O Dell USA LP P.O. Box 802816		Requester's name and address (optional)
6 City, state, and ZIP code Chicago, IL 60680-2816		
7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. Social security number OR 		
Sign Here Signature of U.S. person ▶ Date ▶ 1/8/2020		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.		

F - G. Certifications & Board of Elections

Dell Marketing L. P. DBA Dell

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	

F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT.

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3

N/A

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE

Yes

4. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5

Yes

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10

Yes

6. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5

Yes

7. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

8. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

Yes

9. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

Yes

10. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

Yes

11. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

12. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT. 30 ILCS 500/50-38

Yes

14. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

Yes

15. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

Yes

16. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

17. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT

ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

20. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

Yes

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

Yes

22. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

Yes

23. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

Yes

24. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

Yes

25. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

Yes

26. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

Yes

27. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

Yes

28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)

N/A**G. Board of Elections (BOE)**

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

Yes, I certify my business is registered with BOE.

12741

Additional Information

STAFF ATTACHED FILE(S)

H. Iran Disclosure

Dell Marketing L. P. DBA Dell

Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

No business operations to disclose.



Additional Information

STAFF ATTACHED FILE(S)

I. Financial Disclosure & Conflicts of Interest

Dell Marketing L. P. DBA Dell

Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE.

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME?

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds.	Attached by Dennis Brabandt on 8/23/2019
  <u>Holdings Statement</u> (PDF)	
  <u>IPG Percentage of Ownership and Distributive Income Form(1).docx</u> (DOCX)	

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE

DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

Not applicable - No individuals disclosed in question 1

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

Not applicable - No individuals disclosed in question 1

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED

STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

Not applicable - No individuals disclosed in question 1

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

Not applicable - No individuals disclosed in question 1

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

Not applicable - No individuals disclosed in question 1

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

Not applicable - No individuals disclosed in question 1

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

Not applicable - No individuals disclosed in question 1

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

Not applicable - No individuals disclosed in question 1

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

Not applicable - No individuals disclosed in question 1

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

Not applicable - No individuals disclosed in question 1

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

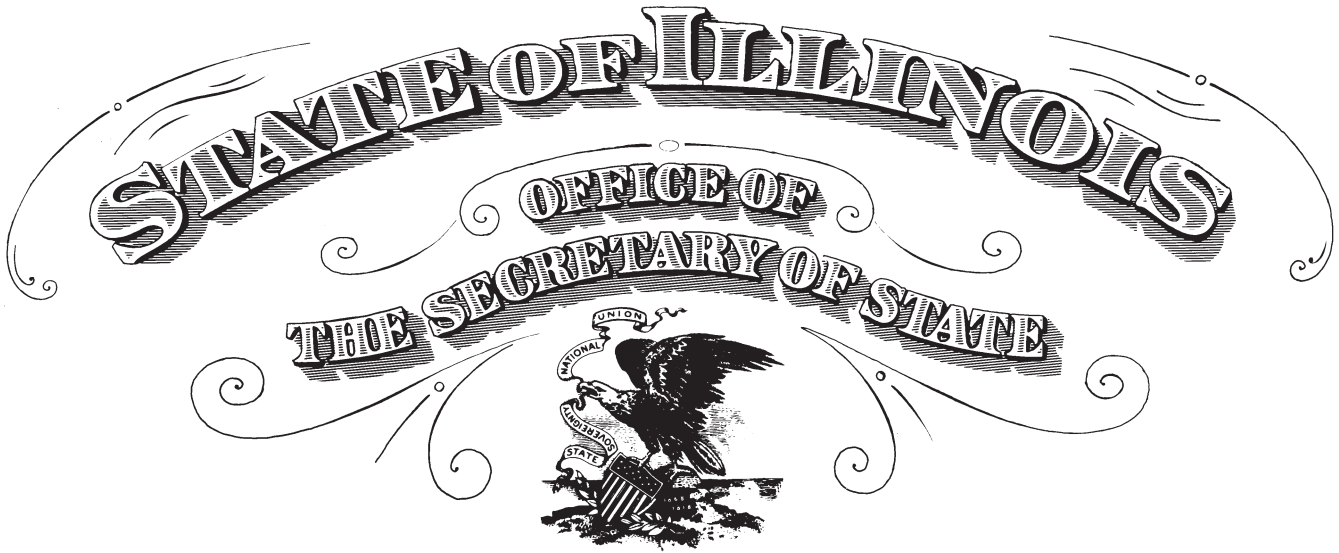
No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

Additional Information

STAFF ATTACHED FILE(S)



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

DELL MARKETING L.P., A TEXAS LP/LLLP HAVING OBTAINED AUTHORITY TO TRANSACT BUSINESS IN ILLINOIS ON FEBRUARY 24, 1992, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE UNIFORM LIMITED PARTNERSHIP ACT (2001) OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LP/LLLP AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS, HAVING FULFILLED ALL REQUIREMENTS OF SAID ACT WITH REGARD TO PAYMENT OF FEES, THE FILING OF ANNUAL REPORTS (IF APPLICABLE) AND NEITHER HAVING HAD ITS AUTHORITY REVOKED NOR HAVING FILED A NOTICE OF CANCELLATION.



*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 14TH
day of OCTOBER A.D. 2020 .*

Jesse White



CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: October 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract Extension with Evergreen FS for fuel from November 1, 2020 through October 31, 2021 for the City's vehicles and equipment, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Contract Extension 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

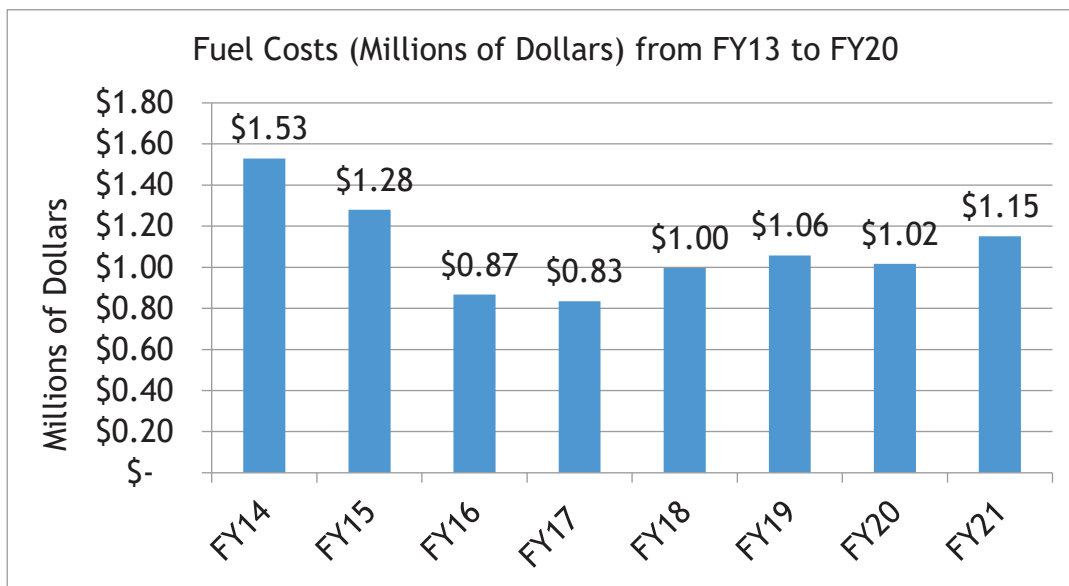
BACKGROUND: Public Works is recommending the approval of a contract extension with Evergreen FS, to pay for fuel for the City's vehicles and equipment from November 1, 2020, through October 31, 2021, in the amount of approximately \$1,200,000 to \$1,400,000 annually as included in the fiscal year budget. The annual extensions will be granted with City Council approval.

On October 28, 2019, the City contracted with Evergreen FS to supply fuel for the City's vehicle and equipment needs. This was a one-year contract that allowed four renewals of one-year each based upon performance as evaluated by the City and mutual agreement of both parties. The contract cost 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% Bio added is \$0.03 for transport loads and \$0.20 for tank wagons; Diesel Exhaust Fuel is \$0.50 for tank wagons. LP and Kerosene will be discounted 3% from retail at the time of purchase. Evergreen FS has provided the City with the same services for the prior six (6) 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 Evergreen FS's 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 will enroll 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 current contract specifications, which are important to the City's ability to respond to its citizens' 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 Division of the Public Works 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 Department 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 big 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.



The Public Works Department has continued to explore ways to “green” the fleet in responsible and practical manners, which is consistent with Strategic Plan and Comprehensive Plan goals. 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.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. The project is a priority because of the need for the timely approval of this contract extension so the City can purchase fuel on contract (hedging fuel costs) starting January or February 2021. Fuel is historically at the lowest price during these months. The current contract expires at the end of October 2020. The Finance Department is monitoring the financial impact of the pandemic.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

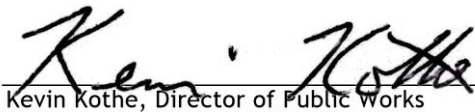
FINANCIAL IMPACT: Funds are included in the FY 2021 Budget and will be included in the FY 2022 Proposed Budget to cover the terms of the contract under the Fleet Management - Fuel Account (10016310-71070). Funds will need to be liquidated from the current FY 2021 purchase order associated with the expiring contract to apply to the new Purchase Order after all charges have been paid through October 31, 2020. The FY 2021 budget includes \$1,200,000; 6 months (November through April) estimated at 50% of the total budget or \$600,000. Therefore, it is anticipated that the new Purchase Order, through April 30, 2021, will be created for approximately \$600,000. Public Works will budget approximately \$1,200,000 in FY 2022 for fuel purchases. Stakeholders can locate the FY 2021 Budget in the Budget Book titled "Budget Overview & General Fund" on page 302.

COMMUNITY DEVELOPMENT IMPACT: 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 Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:


Kevin Kothe, Director of Public Works

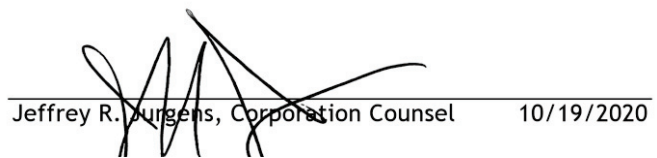
10/12/2020


Chris Tomertin, Budget Manager

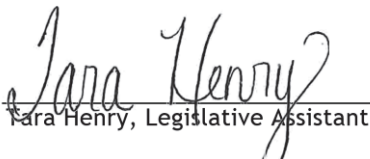
10/14/2020


Carla Murillo, Procurement Manager

10/14/2020


Jeffrey R. Jurgens, Corporation Counsel

10/19/2020


Tara Henry, Legislative Assistant

10/20/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 2B Fuel Strategy FY21 Fuel Contract Extension-Evergreen FS 10262020
- PW 2C Citywide Fuel 5 year Contract with Evergreen FS

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 \$0.50 Tank Wagon per gallon under the same contract.

Other agencies that use Risk Management Program

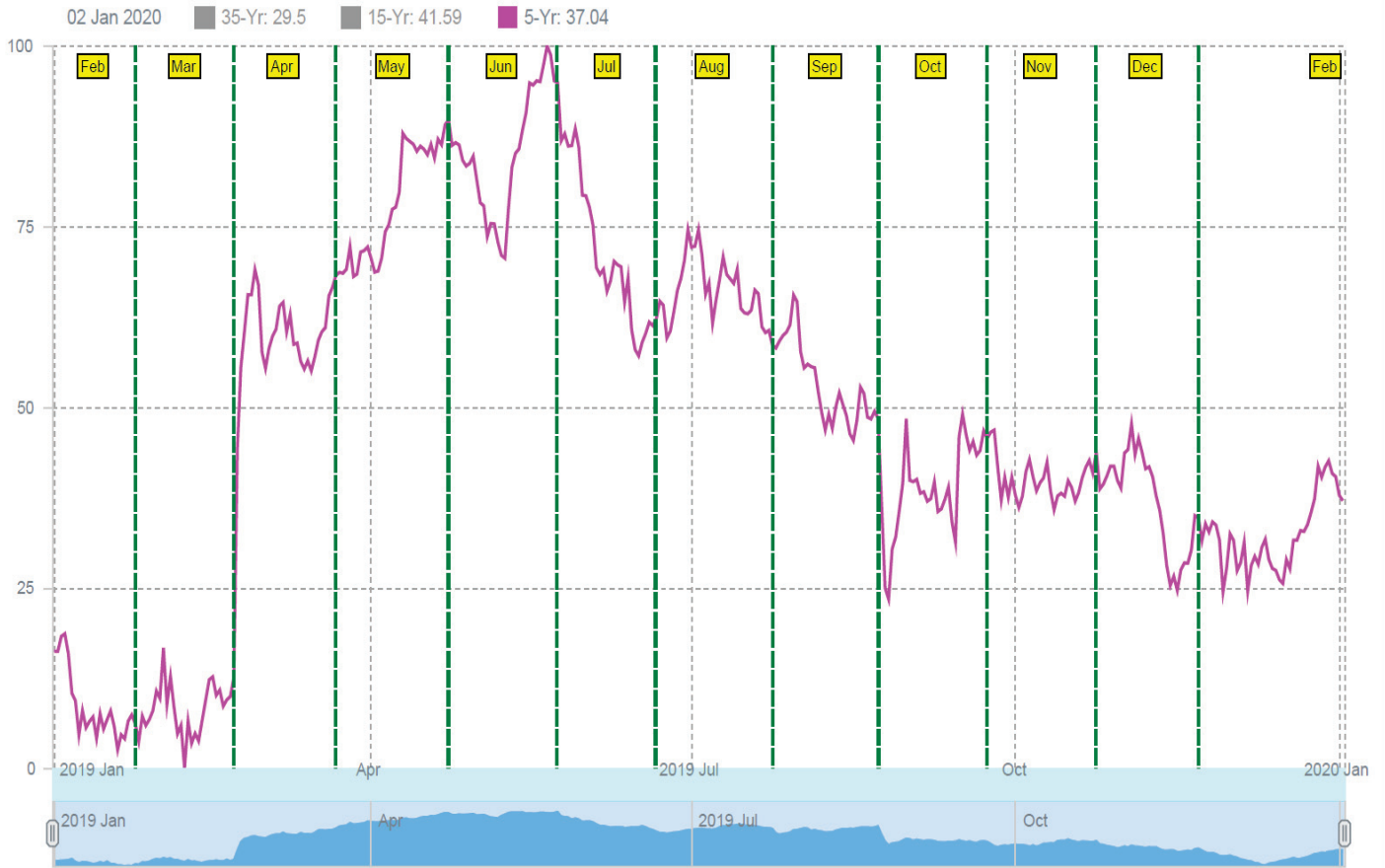
District 87, Unit 5, Olympia, Heyworth, Clinton, Fieldcrest, Town of Normal. This past year, the City placed 50% of their gallons in this program and left the other 50% to purchase at market price which allows for diversity in their fuel purchases. This strategy works well as there are periods when the 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.

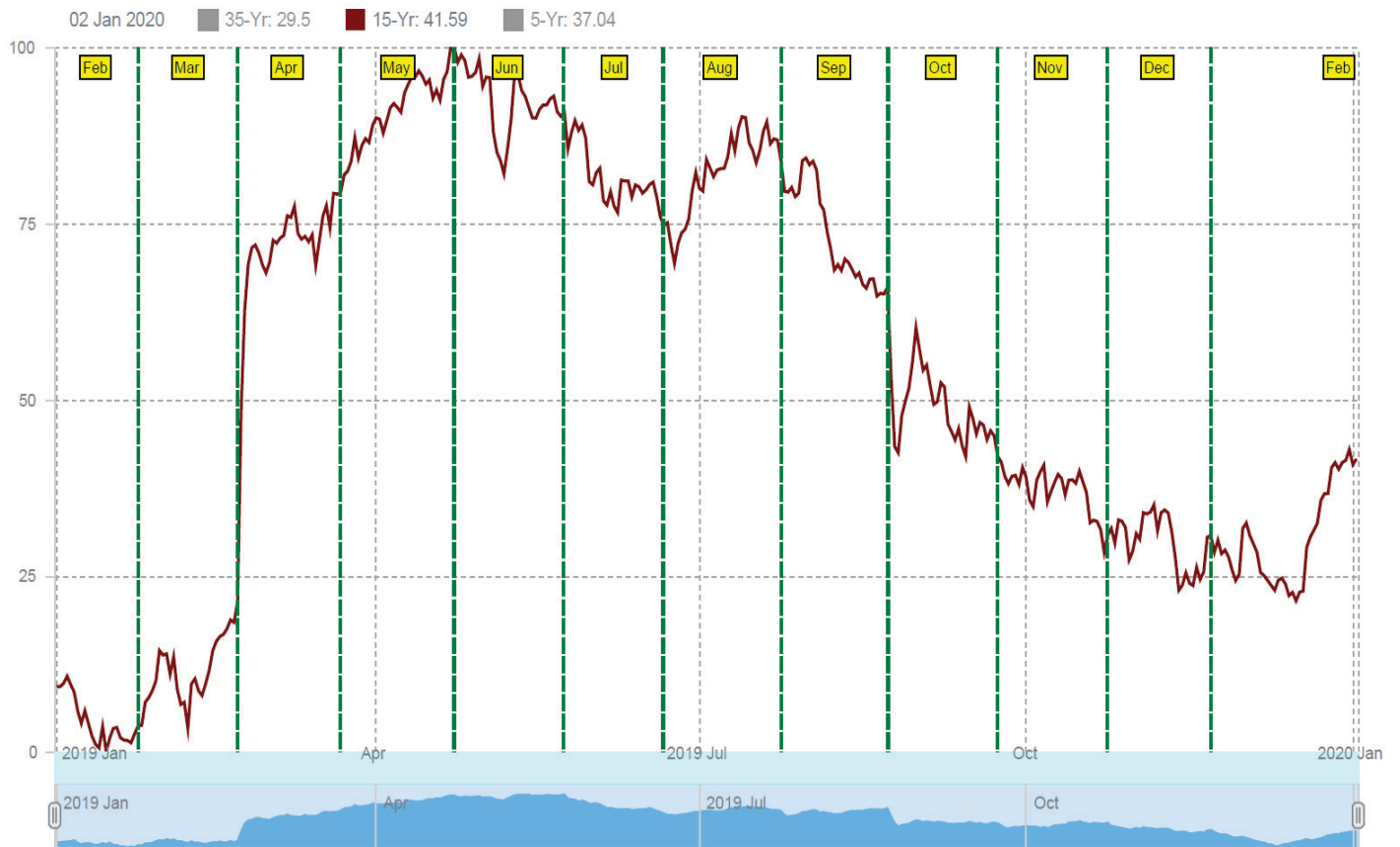
RBOB Gasoline(NYM) 35 Year Seasonal(1985-2019)



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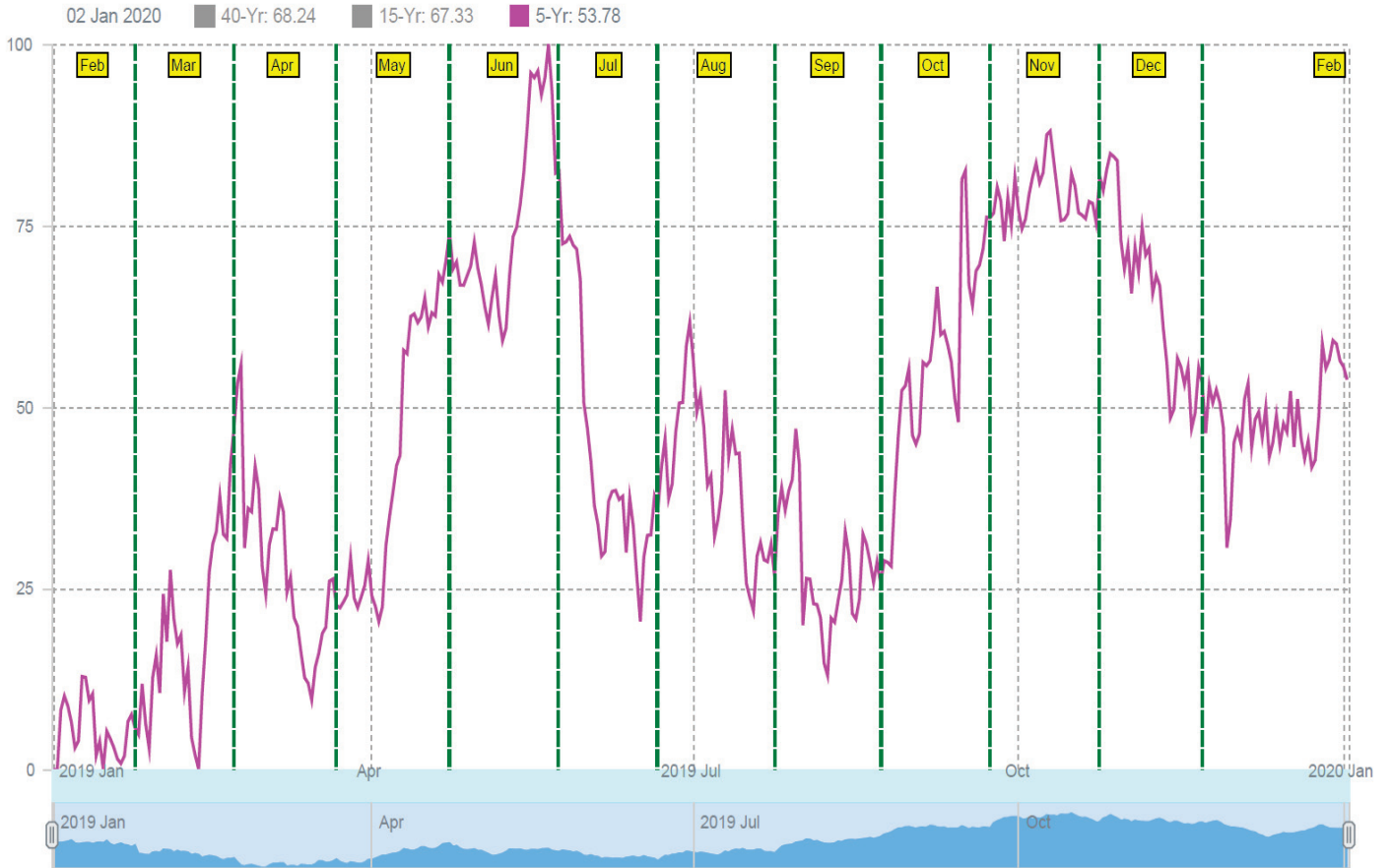
"Providing excellence in stewardship and service."

RBOB Gasoline(NYM) 35 Year Seasonal(1985-2019)



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NY Harbor ULSD(NYM) 40 Year Seasonal(1980-2019)



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NY Harbor ULSD(NYM) 40 Year Seasonal(1980-2019)



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"Providing excellence in stewardship and service."

**CITY OF BLOOMINGTON
CONTRACT WITH
Evergreen FS
FOR
CITYWIDE GASOLINE & DIESEL FUEL**

THIS AGREEMENT, dated this 28th day of October, 2019, is between the City of Bloomington (hereinafter "CITY") and Evergreen FS (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Bid #2020-18 Citywide Gasoline & Diesel Fuel (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the 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 amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. This includes Public Act 100-1177 which became effective on June 1, 2019.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Citywide gasoline & diesel fuel according to the Bid Specifications. 1 year contract with 4 - one year renewals based upon performance as evaluated by the City and mutual agreement of both parties.

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

- ☐ A flat fee of \$ _____ as set forth in the Procurement Documents.
- ☒ Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____

Its City Manager

ATTEST: _____

By: _____

City Clerk

Evergreen FS

By: _____

Its Energy Manager

By: _____

Its Procurement & Marketing

Bob Yehl

From: Robert Krones
Sent: Wednesday, October 14, 2020 10:15 AM
To: Bob Yehl
Subject: Fw: City of Bloomington fuel contract renewal for Fiscal Year 2022

Please see emails below

From: Hoffman, Rob (EVERGREEN FS) <rhoffman@evergreen-fs.com>
Sent: Wednesday, October 14, 2020 10:07 AM
To: Robert Krones <rkrones@cityblm.org>
Subject: RE: City of Bloomington fuel contract renewal for Fiscal Year 2022

Yes, agreed.

Thanks,

Rob Hoffman | Energy Department Manager | Evergreen FS, Inc. | Office: 309-585-1505 | Cell: 309-275-6272 | rhoffman@evergreen-fs.com

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient, please notify the sender immediately.

From: Robert Krones <rkrones@cityblm.org>
Sent: Wednesday, October 14, 2020 9:54 AM
To: Hoffman, Rob (EVERGREEN FS) <rhoffman@evergreen-fs.com>
Subject: City of Bloomington fuel contract renewal for Fiscal Year 2022

This message was sent from outside the GROWMARK Enterprise. Please do not click links, respond directly to sender or open attachments unless you recognize the source of this email and know the content and trusted sender are safe.

The City of Bloomington is looking to exercise the 1st renewal option on Fuel Contract with Evergreen FS. Does Evergreen FS agree to sell and deliver fuel to the City of Bloomington per the Specifications from the contract from Bid# 2020-18 Citywide Gasoline and Diesel Fuel and the addendum that was awarded through October 31, 2024 and signed on September 30, 2019 and to meet all terms and conditions set forth in the Specification and General Instructions to Bidders. Please respond to this email that will be attached to the City Council Memo.

Websense: Click [here](#) to report this email as spam.

The Completion and Submission of This Page with the Bid Is Mandatory

Bid/Contract Requirements:

1. The City is seeking bids for the **markup charged** to the per gallon price of Diesel fuel, with up to a 20% blend of bio and no-leaded gasoline with 10% ethanol delivered to the City's storage tanks.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

2. The term of this contract shall be 12 months November 1, 2019 thru October 31, 2020. The City anticipates awarding the contract on October 28, 2019 for the purpose of "hedging" or the pre ordering of fuel purchases for the City's 2021 Fiscal Year with the successful bidder. This contract will have the option of four (4) one-year renewals based upon overall performance by the successful Bidder and mutual agreement of both parties. The renewals will be granted with City Council approval.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

3. The Bidder shall have sufficient equipment and have access to supplies from the manufacturer so as to be able to deliver any item required in this Specification to any site at any time fuel would be needed. The tanks at the Public Service Department fuel station are accessible by fuel "Transport Tanker Trucks". All other tanks need to be accessed with "Tank Wagons". Delivery of the product may need to be made to the site at the request of the department responsible for the site at a mutually convenient time. The successful Bidder may make arrangements with any site manager to "top" any tank at the site at the convenience of the supplier.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

4. The successful Bidder shall be capable of providing service twenty-four (24) hours per day, seven (7) days per week, including holidays, for emergency deliveries such as during snow removal operations, refueling fire apparatus on working fires, and any other disasters or emergencies declared by the City. The Bidder shall also be capable of "wet hosing" City vehicles/equipment when needed.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

5. The successful Bidder shall supply to the City of Bloomington Fleet Management Department an emergency contact list of their employees who may be contacted for after-hours emergency deliveries. The City of Bloomington Fleet Management Department shall be notified immediately of any changes in the list. The list shall be arranged in the order that the employees should be contacted.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

6. Ordering of fuel for the Public Service Department fuel station:

- A. These tanks are monitored, and ordering is done by the staff of the Fleet Management Department.
- B. After consultation, the Fleet Management Department staff will order diesel fuel appropriately blended up to B20 and blends shall be adjusted seasonally to prevent gelling. This adjustment may include any of the following: adjust the Bio Fuel rate, and addition of number 1 diesel fuel, or addition of an additive to the fuel to prevent fuel gelling. Gasoline will be ordered at this time if needed.
- C. Successful Bidder shall notify the Fleet Management Department staff on the day transport loads of fuel are ordered of the delivery time and the price per gallon for diesel fuel and gasoline.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

7. The City has had excellent results with the use of B2-B20 diesel fuel for the past fifteen (15) years. The Bio Fuel to be blended with diesel fuel shall meet the following guidelines:

- A. Used cooking oil will not be allowed in the manufacturing of Bio Fuel.
- B. All Bio Fuel shall be processed by distillation.
- C. The Bio Fuel shall meet ASTM D6751, but will exceed the standard in the following area:
 - a. Glycerin content shall be less than .15%
 - b. Water & Sediment, volume, maximum shall be less than 0.025%
 - c. Copper Strip corrosion, max, 3hr@50C will be no. 1
 - d. Shall pass a 360 Sec. maximum cold soak test
 - e. Cloud point should be less than 2 Degrees C January thru March.
- D. The Bio Fuel must be filtered with a 10-micron filter prior to blending with the diesel fuel.
- E. The Bio Fuel must be injection blended into the diesel fuel.
- F. The Bidder's Bio Fuel tanks must be heated to prevent gelling and fallout.
- G. The Bio Fuel provider must be a BQ9000 producer or in the qualification process.
- H. No change of Bio Fuel provider shall be made without prior approval by the City.
- I. Bidder must provide documentation of #7C; a-d, 7D & 7E, #8, and #9 at the time of delivery. The Fleet Management Department may waive this requirement (#7 C-E with each load) after a history is established but reserves the right to re-establish the requirement or ask for spot checks of the loads.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

8. If at any time during the term of this contract, the City deems it no longer economical to add Bio Fuel to the diesel fuel, then the City reserves the right to discontinue adding the Bio Fuel to the diesel fuel.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

9. No-Lead Gasoline shall be as defined by the Society of Automotive Engineers (SAE) as Regular Gasoline with an Octane Rating of not less than 87 Octane.
- A. Octane Rating will be found using the Anti-Knock Index (AKI). This is the Research Octane Number (RON) plus the Motor Octane Number (MON) divided by 2 or $(R+M)/2$.
 - B. No-lead shall contain 10% Ethanol.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

10. On-road #2 Ultra Low Sulfur Diesel Fuel shall have a Cetane rating of 40.0 minimum and a flash point rating of 130-degree Fahrenheit minimum. Cloud Point 14 degrees Fahrenheit maximum. Pour Point 0 degrees Fahrenheit maximum. Viscosity of 1.9 Minimum and 4.1 Maximum 104 degrees Fahrenheit.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

11. Bidders will provide detailed specifications of their products with their bids.
- Specifications
Shall include Product Properties, ASTM Test Method used, Test Results Minimums And Maximums.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

12. The successful Bidder shall supply all MSDS sheets for their products to the Fleet Management Department.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

13. The successful Bidder will provide all necessary information to the City and conform to all State and Federal requirements relating to bulk storage, delivery, identification, etc. as may be required by applicable regulatory agencies.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

14. During the term of this contract the City may install more gasoline and diesel fuel storage tanks. The successful Bidder will be kept updated as additional tanks are put into service.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

15. The successful Bidder shall operate a local tank farm with the ability to deliver fuel from the tank farm to the City or shall provide a fueling location in the city limits of Bloomington, IL. that the City can access 24 hours a day 7 days a week including all holidays in the event of a natural or man-made disaster.

Please list locations below:

Route 150 Bulk Plant -	1808 Morrissey Dr.
	Bloomington, IL 61704
Farm Town FAST STOP -	1808 Morrissey Dr.
	Bloomington, IL 61704

Please list the daily average amount of product available of no lead and diesel fuel below:

Daily average amount of NO LEAD Fuel	~ 20,000 gal
Daily average amount of DIESEL Fuel	~ 100,000 gal

16. The successful Bidder shall employ a full-time Energy Manager available to discuss needs and fuel pricing with the City during the term of this contract.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

17. The successful Bidder shall allow the City to 'hedge' or pre order 'wet gallons' fuel for the contract period.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

18. The successful Bidder shall be able to perform testing of gasoline & fuel products for contamination and cleaning of the interior of the City's fuel tanks at no charge to the City.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

19. Successful Bidder shall provide the City with a method to purchase fuel from local retail pumps, i.e. fuel cards or other methods acceptable to the City.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

20. Successful Bidder shall provide bulk deliveries of Diesel Exhaust Fluid (DEF Fluid) to any of the City's bulk storage DEF tanks. DEF Fluid must have 32.5% Urea and 67.5% distilled water.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

CHART OF TANK SIZES, TYPE AND LOCATIONS

Current as of September 2019

Fuel tank sizes and locations to refuel fleet vehicles and equipment:

Public Service Department - 401 S. East St.

One - Diesel 10,000 gal. UST

One - Gasoline **unleaded** 6,000 gal. UST

Fleet Management Department places the orders for these two tanks

Bloomington Water Department at Lake Bloomington

One - Gasoline 500 gal. AST Lake Bloomington Water Treatment Plant

One - On Road Diesel 500 gal. AST Lake Bloomington Water Treatment Plant

These two tanks are normally on a keep filled basis

Parks and Golf Courses

One - On Road Diesel 500 gal. AST Forrest Park Maintenance Facility

One - Gasoline 500 gal. AST Forrest Park Maintenance Facility

One - Off Road Diesel 500 gal. AST Highland Golf Course

One - Gasoline 500 gal. AST Highland Golf Course

One - Off Road Diesel 500 gal. AST Prairie Vista Golf Course

One - Gasoline 500 gal. AST Prairie Vista Golf Course

One - Gasoline 300 gal. AST Prairie Vista Golf Course

One - Off Road Diesel 500 gal. AST The Den Golf Course

One - Gasoline 500 gal. AST The Den Golf Course

These fuel tanks are normally on a "keep filled" basis.

Emergency Generators

The City also has many emergency generators at various locations in the Bloomington/Normal area and at Lake Bloomington for emergency operations. The successful Bidder will receive the list of emergency generators after the award of the contract. All emergency generators are accessible by tank wagons. Some emergency generators are on keep fill, but most have fuel ordered as needed by city staff.

Renewal Options

1st Renewal: November 1, 2020 through October 31, 2021

2nd Renewal: November 1, 2021 through October 31, 2022

3rd Renewal: November 1, 2022 through October 31, 2023

4th Renewal: November 1, 2023 through October 31, 2024

BID FORM
BID # 2020-18
CITYWIDE GASOLINE AND DIESEL FUEL

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid price submitted, and to supply all services and/or commodities as required in the requirements and Instructions to Bidders. We further agree to deliver the commodity and/or services as outlined with in this document, FOB Bloomington, Illinois, freight prepaid.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The City of Bloomington reserves the right to increase or decrease the quantity of any item or omit items as deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. Contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12) including Public Act 100-1177 effective June 1, 2019.

Product	Markup Cents Per Gallon	
	Transport	Tank Wagon
Unleaded gasoline with 10% ethanol	\$ <u>0.03</u>	\$ <u>0.20</u>
No. 1 Diesel Fuel	\$ <u>0.03</u>	\$ <u>0.20</u>
No. 2 Diesel Fuel	\$ <u>0.03</u>	\$ <u>0.20</u>
No. 2 Diesel Fuel, 5%	\$ <u>0.03</u>	\$ <u>0.20</u>
No. 2 Diesel Fuel, 11%	\$ <u>0.03</u>	\$ <u>0.20</u>
No. 2 Diesel Fuel, 20%	\$ <u>0.03</u>	\$ <u>0.20</u>
Diesel Exhaust Fluid (DEF Fluid)		\$ <u>0.50</u>

Bid Form Continued on next page

BID FORM cont.

BID # 2020-18

CITYWIDE GASOLINE AND DIESEL FUEL

Product

Discount from Retail at the time of purchase

LP

3 %

Kerosene

3 %

We, the undersigned, agree to sell and deliver fuel to the City of Bloomington per the Specification, from contract award through **October 31, 2024**, at the terminal price plus the above listed bid markup, plus applicable State and Federal taxes, and to meet the conditions set forth in the Specifications and General Instructions to Bidders.

Evergreen FS, Inc.

Firm


Authorized Signature

402 N. Hershey Rd.

Address

Bloomington IL 61704
City State Zip

309-657-8862

Phone Number

9/30/19
Date

Email Address: mstevens@evergreen-fs.com
r.hoffman@evergreen-fs.com



CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: October 26, 2020

SPONSOR: Human Resources Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to (1) renew the Agreement with Jellyvision (via the ALEX tool) as a limited source, so that employees may be better educated regarding their 2021 Benefits, and (2) approve an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021, in the amount of \$47,768, as requested by the Human Resources Department.

RECOMMENDED MOTION:

The proposed Agreement be renewed, and the proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: In August 2019, Council approved the re-purchase and agreement for services provided by Jellyvision to ensure that City employees best understand benefit plan options available to them. This partnership will continue through at least the end of 2021. Our approach not only enhances the employee experience and early adoption of benefits-related changes that are implemented, but also can help reduce overall long-term employer costs.

Since Jellyvision is a preferred vendor of Gallagher's via the City's existing business agreement, annual fees were reduced 10%, to \$47,768 for 2021 administration. This year, enhancements have been implemented as the tool now includes information on topics such as healthcare basics, Health Savings Accounts (HSAs), telemedicine, EAP benefits & retirement. This represents a critical need for the City, and one that only Jellyvision can provide. Gallagher has already paid Jellyvision for services rendered, and the City needs to reimburse Gallagher for 2021 annual fees incurred.

Funds to be used are available in the Employee Health and Benefit fund, which exists for overall administration of the City's employee insurance programs. While it may be difficult to quantify, this provides long-term cost efficiencies, as early employee adoption of changes made has more readily occurred due to implementation of the ALEX tool. We anticipate this will continue as we look ahead to 2021 enrollment.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The program is a critical part of our Open Enrollment communication strategy and will assist each employee to determine the best benefits fit for them individually - especially during COVID. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a budget amendment in the amount of \$47,768 will be processed to the Employee Health Insurance Fund-Other Professional & Technical Services account (60200290-70220). Stakeholders can locate information related to this fund in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" beginning on page 192. Please see the attached exhibit for detail regarding the budget amendment. The Fiscal Year 2022 Administrative costs will be included by the Human Resources department when preparing the Employee Health Insurance FY 2022 Budget.

COMMUNITY DEVELOPMENT IMPACT: N/A

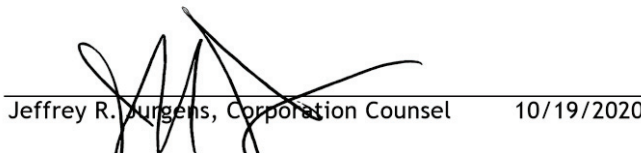
Respectfully submitted for Council consideration.

Prepared by: Josh Hansen, Compensation & Benefits Manager

Reviewed by:


Nicole Albertson, Director of Human Resources 10/13/2020


Chris Tomertin, Budget Manager 10/14/2020


Jeffrey R. Jurgens, Corporation Counsel 10/19/2020


Tara Henry, Legislative Assistant 10/20/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- HR 1B Jellyvision - Limited Source Agreement
- HR 1C 2049_Jellyvision Agreement_Redacted
- HR 1D ALEX '21 Invoice
- HR 1E Ordinance_Jellyvision
- HR 1F Ordinance Exhibit A_Jellyvision

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B (D only if necessary).)

SECTION A - LIMITED SOURCE PURCHASE:

Complete if a purchase is \$3,000 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 & #: Gallagher Benefit Services
1900

Amount: \$47,768

Date: 10/16/2020

Description of item/services: Jellyvision (ALEX) Benefits Enrollment/Education Tool Renewal

Justification: While other companies can provide employee benefit cost estimation and education tools, none can compete with Jellyvision's ALEX tool. Jellyvision's unique approach combines benefit recommendations and education abilities in one easy-to-use platform that is readily understood by its users. In August 2019, Council approved the re-purchase and agreement for services provided by Jellyvision to ensure that City employees best understand benefit plan options available to them. This partnership will continue through at least the end of 2021. Our approach not only enhances the employee experience and early adoption of benefits-related changes that are implemented, but also can help reduce overall long-term employer costs. Continuation of this tool makes it easier for employees to already be familiar with the tool.

Since Jellyvision is a preferred vendor of Gallagher's via the City's existing business agreement, annual fees were reduced 10%, to \$47,768 for 2021 administration. This year, enhancements have been implemented as the tool now includes information on topics such as healthcare basics, Health Savings Accounts (HSAs), telemedicine, EAP benefits & retirement. This represents a critical need for the City, and one that only Jellyvision can provide.

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.



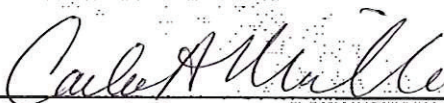
(Name and Signature of Department Director or Designee)

10/16/20
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):



Name and Signature of Purchasing Agent or Designee

10/16/2020
Date

ORDER ~~#001~~ #002DS
ktDS
MLG

Truly, it gives The Jellyvision Lab, Inc. ("Jellyvision") joy and we are proud to have Gallagher Benefit Services, Inc. on behalf of City of Bloomington, IL ("Customer") as a subscriber on the ALEX® platform ("ALEX" or "Software") under the ALEX Reseller Agreement of July 31, 2018 (the "Agreement"). This Order under that Agreement is effective as of June 17, 2019, and reflects the continuation of Customer's use of ALEX as originally set forth in Order #001, under the Reseller Agreement of July 25, 2014, by and between Gallagher Benefit Services, Inc. on behalf of City of Bloomington, IL and The Jellyvision Lab, Inc.

1. SOFTWARE SUBSCRIPTION AND FEES:

The Total Fee is based on 612 benefits-eligible employees.

SOFTWARE SUBSCRIPTION	FEE
ALEX Benefits Counselor Year 1, Benefits Sneak Peek, New Hire Sneak Peek	\$39,544
ALEX Complete Year 2 <i>Includes ALEX Homepage (with Healthcare Adoption and Consumerism Content), ALEX Benefits Counselor, Retirement, and Engagement Videos for Open Enrollment and New Hires</i>	\$47,768
TOTAL FEE	\$87,312

\$39,544 will be invoiced upon execution of this Order, and \$47,768 will be invoiced on 4/1/2020. All invoices are subject to the payment terms of the Agreement.

2. SUBSCRIPTION TERM:

Customer's subscription to ALEX is extended for two (2) years and expires on 10/03/2021 ("Subscription Term").

3. ALEX LAUNCH:

Based on a sign-by date of 7/22/2019, Jellyvision will launch ALEX for Year 1 on 10/04/2019 ("2019 ALEX Launch"). The 2019 ALEX Launch will include the features Customer selects prior to implementation kick-off. A detailed implementation schedule with due dates for both Jellyvision and Customer deliverables will be provided as a separate document during implementation. The launch and implementation for future years of the Subscription Term will be determined by mutual agreement of Jellyvision and Customer.

4. EXHIBITS:

Customizations (if any) and Workarounds (if any) are listed in Exhibit 1.

Product and technical specifications are available at <https://www.jellyvision.com/specifications>. To view this page, use the password "benefits4ever". Jellyvision may update these specifications from time to time, so long as such updates do not materially degrade ALEX.

5. ADDITIONAL TERMS FOR ALEX

Plan Analysis and Compatibility...

- Customer's plans presented in ALEX for the prior plan year are compatible with ALEX (the "Existing Plans"). Customer represents that its plans to be presented in ALEX are not materially different from the Existing Plans; recognizing that, if this assumption is incorrect or if additional plans are introduced at a later date, the fees, milestones, and other terms herein will change commensurate with the additional work Jellyvision must undertake related to such incorrect assumption. So what changes would be materially different? Any change to Customer's plans outside of standard plan design elements (e.g., coverage levels, deductibles, or out of pocket maximums).

ALEX URLs...

- Users will access ALEX via a URL determined by Jellyvision, with the following format: <https://www.myalex.com/bloomingtonil>.
- A fee will apply if Customer requests a different URL after the start of implementation.
- The URL(s) for ALEX for future years will be determined by Jellyvision and approved by Customer.

ALEX Implementation Releases...

- ALEX Benefits Counselor includes up to 4 Releases for implementation.
- Benefits Sneak Peek includes 1 Release for implementation.
- New Hire Sneak Peek includes 1 Release for implementation.
- ALEX Benefits Counselor (with Retirement) includes up to 4 Releases for implementation.
- ALEX Engagement Videos for Open Enrollment or New Hires include 1 Release each for implementation.
- Jellyvision utilizes the release process for Customer review and approval of ALEX prior to launch, as follows: a "Release" is a draft of the Software that Jellyvision presents to Customer via a testing URL, along with documentation verifying the data that Jellyvision entered into the back-end system used to build ALEX. Customer provides feedback on each Release, including any corrections or revisions, typically within 3-4 business days after Jellyvision provides each Release, then final approval for the ALEX launch, as specified in the implementation schedule.
- Customer shall pay \$5,000 ("Additional Customer Release Fee") for each release delivered in excess of those set forth above on a per feature basis, or delivered by Jellyvision as a "rush release" outside the implementation schedule. If Customer misses the sign-by date or is late on feedback or approvals, it may lead to a delay in the applicable launch date, or may require Jellyvision to perform a "rush release" in order to meet the applicable launch date, which will also be subject to the Additional Customer Release Fee.

General...

- The subscription(s) and the associated fees are:
 - Only for the items listed above. If additional Software needs to be added at a later date or modifications are requested, the fees will change as documented in a change order; and
 - Dependent on the benefits-eligible employee population specified above. Any fluctuation of 5% or more will result in a change to the fees.
- A single individual at Gallagher Benefit Services, Inc. or its customer must be designated as the ultimate decision maker for anything related to this Order ("Customer Decision Maker"), and this Customer Decision Maker must be present in all communications with Jellyvision. This Customer Decision Maker is identified as Joyce Janu.
- "Extreme Delay Fee" – Delays in providing materials, feedback, and/or approvals from Customer (or related designees) which extend the implementation schedule beyond the specified number of days plus an additional fifteen (15) day buffer shall entail a surcharge of 30% of the Total Fee for ALEX.
- We're so pleased that Gallagher Benefits Services, Inc. on behalf of City of Bloomington, IL has come back for another year! In response, Jellyvision would like to offer an extension of the existing ALEX Benefits Counselor through the end of 2019 calendar year.

Our signatures below mean we both agree to what is in this Order. Jellyvision is truly grateful that Gallagher Benefits Services, Inc. on behalf of City of Bloomington, IL is a part of the ALEX family.

**Gallagher Benefits Services, Inc. on behalf of
Lab, Inc. City of Bloomington, IL**

Signature:



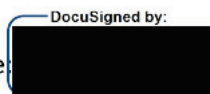
Name (Print): *MELISSA GINTER*

Title: *Area Serv*

Date: *08/01/2019*

The Jellyvision

Signature:

DocuSigned by:


Name (Print): *Kurt Hirsch*

Title: *CAO / GC*

Date: *8/6/2019*

EXHIBIT 1

CUSTOMIZATIONS & WORKAROUNDS

CUSTOMIZATIONS

No customizations.

WORKAROUNDS

- Relevant workarounds delivered as part of prior year subscriptions will be carried over from your existing ALEX. The spirit of the workarounds will be preserved, but execution of the workarounds may vary depending on how the specific edits apply to ALEX.

These workarounds will be applied to ALEX each year during the Subscription Term.

Gallagher Benefit Services, Inc.
2850 West Golf Road
5th Floor
Rolling Meadows, IL 60008

Remit To
Gallagher Benefit Services, Inc.
2850 Golf Road, 5th Floor
Rolling Meadows, IL 60008

City of Bloomington, IL
109 E Olive Street
Bloomington, IL 61701
US



Invoice #203021
Date: 06/08/20
Terms: Pay Upon Receipt
Engagement: Client Reimbursement - ALEX / Jellyvision Site

***IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePay/Login.aspx>

Date	Notes	Total
06/08/20	Alex/Jellyvision Services for fall 2020 OE and CY 2020 - Payment #2 of 2 Pursuant to Arrangement made in Summer 2018, Gallagher pays Alex/Jellyvision and is then reimbursed by the City of Bloomington	US \$47,768.00

City Manager Tim Gleason Approval

Date Signed

Total

US\$47,768.00

ORDINANCE NO. 2020 - _____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2021**

WHEREAS, on April 22, 2020 by Ordinance Number 2020 - 22, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2020, which Ordinance was approved by Mayor Tari Renner on April 23, 2020; and

WHEREAS, a Budget Amendment is needed as detailed below;

Consideration and action to (1) renew the Agreement with Jellyvision (via the ALEX tool) as a limited source, so that employees may be better educated regarding their 2021 Benefits, and (2) approve an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021, in the amount of \$47,768, as requested by the Human Resources Department.

Section One: Ordinance Number 2019 - 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2020) is further hereby amended by inserting the following line item and amount presented in Exhibit A in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2019 - 23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2019 - 23.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 26th day of October 2020.

APPROVED this ____ day of October 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

FY 2021 Budget Amendment-Exhibit A

Account #	Fund	Account Description	Amount	Comments
60200290-40000	Employee Health Insurance	Use of Fund Balance	\$ (47,768.00)	
60200290-70220	Employee Health Insurance	Other Professional & Technical Services	\$ 47,768.00	
Net Transaction:			\$ -	



CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: October 26, 2020

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving the Purchase of Syngenta, BASF, Bayer and Nufarm Chemicals and Fertilizers from Marubeni America Corporation DBA Helena Agri Enterprises LLC, as requested by the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION:

The proposed Resolution and Purchase 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 in 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 the City's 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. Damage to the playing surface/turf would result in a significant loss of rounds and revenue, while also requiring major dollars to reseed the infected areas. 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. By utilizing preventative chemical applications, we stay ahead of the diseases and suppress potential outbreaks before they occur.

Each year Syngenta, BASF, Bayer and Nufarm offer an early order program that allows the opportunity to lock in next year's prices at discounted rates for an amount up to \$200,000 with an estimated savings of \$24,000. Syngenta and BASF are the two primary manufacturers of chemical and fertilizer products utilized in the management of turfgrass in the golf industry. Bayer and Nufarm products are also widely used in the industry with proven success. 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 our years of operation, and a bid waiver is being requested due to the proven past results and the difficulty to know how other chemicals may interact with the soil and grass. Helena Chemical currently provides products and services to the following municipalities and golf courses: Normal, Decatur, Peoria, Springfield, Champaign and Quincy. The golf courses at Illinois State University and Crestwicke Country Club also use products through Helena Chemical. Entering into the early order program guarantees the discounted price for any additional products from these manufacturers purchased throughout 2021. Additionally, by participating in the early order program we are offered extended payment terms, with payment not due until mid-July on all early order purchases.

Syngenta, BASF, Bayer & Nufarm 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 2021, we intend to utilize Helena Chemical, which is located in Warrensburg, IL. Helena Chemical will store the products on their site and deliver on an as-needed basis, saving space in our golf maintenance facilities. Helena Chemical's local dealership manager is a former golf course superintendent who has worked diligently for the City over the years to help improve our golf courses.

The deadline to enter this program is before December 9, 2020. However, maximum discounts are given when products are ordered by October 31st. While other "turf" chemicals are available, our experience is that 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, Bayer & Nufarm products have been, proven through field experience. These products provide the weed, fungus and insect-free turf that our customers expect.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority to ensure the reliable provision and results that keep the turf free from disease and insects that if left untreated, have the potential to do significant damage if not treated preventatively. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The golf courses annually spend approximately \$200,000 on chemicals and conservatively will realize savings of approximately \$24,000 by participating in this early buy program. Funds will be included in the FY 2022 Proposed Budget in the Highland Park (56406400-70590), Prairie Vista (56406410-70590) & The Den at Fox Creek Golf Course (56406420-70590) from the Other Repair & Maintenance accounts.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jason Wingate, Superintendent of Golf

Reviewed by:


Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

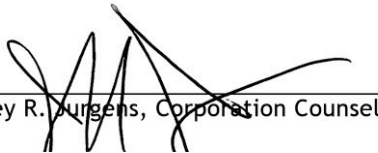
10/7/2020


Carla Murillo, Procurement Manager

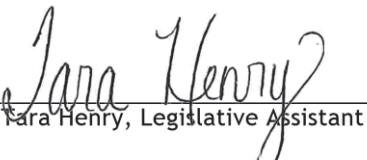
10/7/2020


Chris Tomerlin, Budget Manager

10/8/2020


Jeffrey R. Jurgens, Corporation Counsel

10/16/2020


Tara Henry, Legislative Assistant

10/20/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PRCA 1B Early Order Golf Course Chemicals - Program Details
- PRCA 1C Early Order Golf Course Chemicals - Helena Letter of Understanding
- PRCA 1D Bid Waiver Helena Chemicals Resolution



SAVINGS THAT KEEP GOING

Maximize your budget and your turf quality when you order between **October 1 – December 9, 2020**. With the broadest branded portfolio, GreenTrust® 365 offers new ways to save, includes new products, pallets and more.



Yearlong Rebates

Spend at least \$5,000 on Qualifying Products during the Early Order Period to lock in your yearlong rebate: October 1, 2020 – September 30, 2021.



Pallet Solutions

Apply intelligently with the right mix of products for almost any facet of your agronomic program. You can save up to an **additional 22%** from a selection of Pallet Solutions, making it easy to meet your minimum order requirement on Qualifying Products.



GT Bonus Booster

It's easy, a \$5,000 purchase earns additional rebates in October.



Product Assurances

Protect your course with confidence through expert application recommendations and performance guarantees.



SummerPay™

Keep your cash flow in check by deferring payment on purchases made during the Early Order Period until June 25, 2021.



Multipaks

Save even more on complementary products delivered in convenient multipaks.



Plan it Your Way Rebate

See page 4 on how to earn up to an additional 12% back during the Early Order Period.

GreenTrust365.com/Golf



syngenta®

Golf and Sports Turf

  @SyngentaTurf

2021 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 (**October 1, 2020 through December 9, 2020**) ("Program Participants") qualify for the GreenTrust® 365 Golf and Sports Turf Program. Qualifying Products are all products listed on the 2021 GreenTrust 365 Golf and Sports Turf Program Worksheet, when purchased from a Syngenta Authorized Distributor/Agent/Retailer.

PROGRAM DETAILS:

GreenTrust 365 Yearlong Rebate

Program Participants may earn a rebate on all of their purchases of Qualifying Products during the Program Year (October 1, 2020 through September 30, 2021). Program Participants' yearlong rebate percentage is determined by the dollar value of Qualifying Products they purchase during the Early Order Period, as described in the chart below.

GT Bonus Booster:

- Receive an additional bonus rebate up to 3% on all qualifying purchases between **October 1, 2020 - October 31, 2020**.

NEW Plan it Your Way Rebate:

- Earn up to an **additional 12%** on Early Order Period purchases of Posterity, Secure, and Daconil brand fungicides and Acelepryn insecticide.

See charts below to learn more about how savings keep going and how to maximize your potential savings.

Qualifying Products Purchased During the Early Order Period October 1 – December 9, 2020	Yearlong Rebate Percentage	October Purchases	GT Bonus Booster	Total spend on Posterity®, Daconil® and/or Secure® brands*	Purchase minimum of Posterity Family brands	Plan it Your Way Rebate Levels**
\$5,000 to < \$10,000	5%	\$5,000 to < \$20,000	2% Rebate	\$10,000 to < \$20,000	\$2,500	6%
\$10,000 to < \$20,000	6%			\$20,000 to < \$40,000	\$5,000	8%
\$20,000 to < \$40,000	7%			\$40,000 +	\$7,500	12%
\$40,000 to < \$70,000	8%			*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, Secure brands, plus on Acelepryn 0.5 gal.		
\$70,000 to < \$100,000	9%	\$20,000 +	3% Rebate			
\$100,000 +	10%					

Save up to 39% with the 2021 GreenTrust 365 Program

	GreenTrust 365 Yearlong Rebate	GT Bonus Booster	Plan It Your Way	Automatic Pallet/Multipak Savings	Volume Discount	TOTAL
Acelepryn® (liquid only)	Up to 10%	Up to 3%	Up to 12%	—	Up to 10%	Up to 35%
Multipaks	Up to 10%	Up to 3%	Up to 12%	Up to 15%*	—	Up to 39%
Pallets	Up to 10%	Up to 3%	—	Up to 22%	—	Up to 35%
Posterity Brands	Up to 10%	Up to 3%	Up to 12%	—	—	Up to 25%
Secure Brands	Up to 10%	Up to 3%	Up to 12%	—	—	Up to 25%
Daconil Brands	Up to 10%	Up to 3%	Up to 12%	—	—	Up to 25%

*Not all multipaks qualify for the Plan it Your Way rebate. The greatest savings on a multipak that qualifies for the Plan it Your Way rebate is 14%.

To calculate your total savings and plan your agronomic program, visit [GreenCastOnline.com/Calculator](https://www.GreenCastOnline.com/Calculator)

City Manager Tim Gleason Approval

Date Signed

Visit [GreenTrust365.com/Terms](https://www.GreenTrust365.com/Terms) for full 2021 program terms and conditions.

All photos are either the property of Syngenta or are used with permission.

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GOLF US

2021

EARLY ORDER PROGRAM

RETURN TO EXCELLENCE

Welcome back to an EOP that's **flexible**,
rewarding and packed with **groundbreaking**
products to help your course thrive.

 **BASF**

We create chemistry

Plan early. Plan easily. Design your own program online at betterturf.basf.us/eop

RETURN TO SIMPLICITY. RETURN TO INNOVATION. RETURN TO FLEXIBILITY.

You work hard, so when it comes to EOP, we want you to **#TRYEASIER**. That's why everything you loved about 2020 EOP is back. Our streamlined process is back, making it easier to order exactly what you need and save with some of the best rebates in the industry. Our groundbreaking products are back, with Maxtima® fungicide and Navicon® Intrinsic® brand fungicide now permanently in our portfolio and ready for action. Program customization is back, giving you the freedom to choose specific products and quantities — no more, no less. Use this form to order, or go online to betterturf.basf.us/eop to set up a profile, design your program and send directly to your DSR. We're returning to what works best for you, so you can restock your toolbox and deliver the best results possible for your course.

ADD INNOVATION TO YOUR ROTATION:

THE DAWN OF A NEW DMI.

Maxtima® Fungicide

Works on any turf, in any temperature,
anywhere on your course.



TURF SAFETY, REDEFINED.

Navicon® Intrinsic® brand fungicide

A dual-action DMI that delivers plant health
benefits and broad-spectrum disease control.

Design Your Own Program with these Qualifying Fungicides:

1 Select at least three qualifying fungicide brands. Partial cases still count toward your rebate level.

2 Order at least \$5,000 to start saving.

3 Order in October to lock in highest rebates.

Extended terms to June 9, 2021.

Qualifying Fungicide Purchase Level	Earned Incentive %	
	Oct.1-31, 2020	Nov.1-Dec.4, 2020
\$5,000-\$14,999	12%	8%
\$15,000-\$24,999	16%	10%
\$25,000-\$34,999 ^{1,2}	20%	12%
\$35,000 ³ +	24%	14%

1. Purchase \$25,000 to \$34,999 of Qualifying EOP Products and Fungicides during EOP and qualify for 7% rebate on all EOP End-User Rebate Qualifying Products purchased January 1, 2021 – September 30, 2021.
2. Purchase \$25,000 to \$34,999 of Qualifying EOP Products and Fungicides AND purchase at least three (3) different Qualifying EOP Fungicide brands and receive a 10% rebate for all other EOP Rest of Portfolio Qualifying Products during the EOP time (October 1, 2020 - December 4, 2020).
3. Purchase \$35,000 or more of Qualifying EOP Products and Fungicides during EOP and qualify for 10% rebate on all EOP End-User Rebate Qualifying Products purchased January 1, 2021 – September 30, 2021.

Product	Package	Article #	Redemption Value	Quantity	Total
Emerald® fungicide	10 x 0.49 lb	59021463	\$ 1,053.50		
Emerald fungicide	50 x 0.49 lb	59012825	\$ 4,581.50		
Honor® Intrinsic® brand fungicide	6 x 3 lb	59012350	\$ 2,754.00		
Honor Intrinsic brand fungicide	1 x 36 lb	59012885	\$ 4,104.00		
Insignia® SC Intrinsic® brand fungicide	4 x 30.5 fl oz	59014134	\$ 1,799.52		
Insignia SC Intrinsic brand fungicide	2 x 2.5 gal	59014135	\$ 6,100.00		
Lexicon® Intrinsic® brand fungicide	4 x 21 fl oz	59013840	\$ 2,058.00		
Maxtima® fungicide	4 x 26 fl oz	59018087	\$ 769.60		
Maxtima fungicide	2 x 2.5 gal	59018071	\$ 3,875.00		
Navicon® Intrinsic® brand fungicide	4 x 37 fl oz	59018094	\$ 1,813.00		
Navicon Intrinsic brand fungicide	2 x 2.5 gal	59018095	\$ 5,900.00		
Xzemplar® fungicide	4 x 11.4 fl oz	59014120	\$ 679.44		
Xzemplar fungicide	2 x 114 fl oz	59013833	\$ 2,952.60		
			SUBTOTAL:		

Your Qualifying Fungicides Subtotal \$ _____ X Earned Incentive % = \$ _____ Your Rebate



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

Helena Agri-Enterprises
Steve Mulvey
9 Isabelle Drive
Auburn, IL 62615
Cell: (217) 725-4160
Fax: (217) 438-6432

10/5/2020

City of Bloomington

To Whom it May Concern,

This letter is to confirm that Helena Agri Enterprises understands that the chemicals ordered during the 2021 Early Order Program are dependent on funds being approved for Fiscal Year 2022.

If you have any questions, please give me a call. My cell is [REDACTED]

Thank you!

Sincerely,

Steve Mulvey

RESOLUTION NO. 2020 - ____

**A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS
AND APPROVING THE PURCHASE OF SYNGENTA, BASF, BAYER AND
NUFARM CHEMICALS AND FERTILIZERS FROM MARUBENI AMERICA
CORPORATION DBA HELENA AGRI ENTERPRISES LLC**

WHEREAS, the City of Bloomington has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, to ensure the reliable provision and results that keep the turf free from disease and insects (which if left untreated, have the potential to do significant damage), the best manner to treat turf diseases and insects is to do so preventatively; and

WHEREAS, by allowing the City to enter into an Early Order Program for procurement of the chemicals and fertilizer the City will realize a savings of approximately \$24,000.

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

That the recitals set forth above are incorporated herein, the technical bidding requirement waived, and the City Manager or designated representative be authorized to enter the City into the Early Order Program for up to \$200,000 with an approximate savings of \$24,000 dependent on how much is needed, and authorized to execute any necessary documents to effectuate the purchase.

PASSED this 26th day of October 2020.

APPROVED this _____ day of October 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: October 26, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Approving the Second Amended Rules of the Public Safety & Community Relations Board Regarding Recommendations of the Board, as requested by the Legal 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: In 2017, the City Council established the Public Safety & Community Relations Board ("PSCRB") to: (1) serve as a citizen advisory committee to the Chief of Police and the City Manager, providing different perspectives on police policy and training that improve police community interactions; (2) educate the community on the avenues available to civilians to make formal and informal complaints, to assist the community and the police in clarifying and improving procedures related to complaints, and to assure that access to these policies and procedures is open and transparent; (3) add a resident perspective to the evaluation of civilian complaints, including the timely, fair and objective review of complaints; (4) identify perceived deficiencies in police-community interactions that when addressed may result in improved interactions and shared understanding; and (5) provide fair treatment to and protect the rights of civilians and police officers.

Section 35-405 of the City Code provides the PSCRB is to develop rules for transaction of PSCRB business, which must be reviewed and approved by the City Council. The Board Rules were first approved by the City Council in May 2018 and then were amended in March 2019. The Board is now proposing a second amendment to the rules to clarify its recommending authority under Sections 35-407 and 35-408 of the City Code. Section 35-407 provides for the Board to take in various input from the public, including to hear concerns and recommendations for "improving interactions between the Police Department and the community." Section 35-408 also provides the Board will work with various City entities to "build community outreach" in an attempt to "anticipate and prevent problems." In doing so, the Board can analyze data and make recommendations to the Police Department about issues requiring special attention. The Board is also able to make recommendations based on the review of specific complaints pursuant to Section 35-406(A) of the City Code.

As a way of taking in all of the information it receives from its public outreach and properly conveying the same to the City, the Board is proposing to add the sentence underlined below to Section 2(b) of its Rules:

(b) Community Outreach Recommendations

In addition to the cases it reviews, the Board may make recommendations to the Police Chief and/or the City Manager based upon the Board's community outreach efforts and its ongoing dialogue with City residents. See Code Chapter 35, Article IV, Section 81(a). In addition, the board may also make recommendations based on public input and the analyzation of data for changes to policies, practices, and procedures to the Mayor, the City Council, the Police Chief, and/or the City Manager.

The proposed language is designed to clarify that the Board is charged with actions beyond simply the review of complaint appeals and instead routinely hears public input and is a venue for the City to obtain and analyze data for various policy recommendations. These recommendations are then to be made to the pertinent City officials.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The proposed amendment to the Board rules was discussed, and unanimously recommended for approval, at the PSCRB meeting on October 8, 2020.

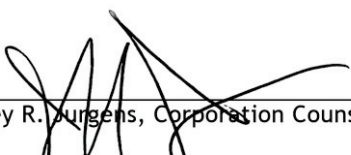
FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:


Jeffrey R. Jurgens, Corporation Counsel

10/16/2020


Chris Tomertlin, Budget Manager

10/16/2020


Tara Henry, Legislative Assistant

10/22/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- LGL 2B Resolution Approving Amended Rules of PSCRB 2020
- LGL 2C Public Safety and Community Relations Board City Code Provisions

RESOLUTION NO. 2020 - _____

**A RESOLUTION APPROVING THE SECOND AMENDED RULES OF
THE PUBLIC SAFETY & COMMUNITY RELATIONS BOARD
REGARDING RECOMMENDATIONS OF THE BOARD**

WHEREAS, the City of Bloomington (“City”) is a home-rule municipality operating in McLean County, Illinois; and

WHEREAS, City Code Chapter 35 Article IV establishes a Public Safety & Community Relations Board (“PSCRB”); and

WHEREAS, Code Chapter 35 Article IV Section 78 requires that the PSCRB, in connection with the Legal Department and Police Department, develop a set of rules, procedures and/or bylaws for the transaction of PSCRB business; and

WHEREAS, the PSCRB has met and developed Board Rules to govern itself which were previously approved by City Council; and

WHEREAS, the PSCRB wishes to amend its Board Rules to account for recommendations that may be given as the result of public feedback and the analyzation of data as provided for in Sections 80 and 81 of the City Code; and

WHEREAS, the City Council believes it to be in the best interest of the City to approve the Amended Rules to allow for standard procedures to be followed by the PSCRB; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, County of McLean, State of Illinois that:

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

SECTION 2: The City Council hereby approves the Amended Rules of the PSCRB attached as Exhibit A. The PSCRB shall conduct all business in accordance with its Amended Rules and applicable ordinances.

SECTION 3: Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

SECTION 4: In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5: The City Clerk is hereby authorized to publish this direction in pamphlet form as provided by law.

SECTION 6: This Resolution shall be effective immediately after the date of its publication as required by law.

SECTION 7: This Resolution is passed and approved pursuant to the home rule authority granted in Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 26th day of October 2020.

APPROVED this ____ day of October 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

**EXHIBIT A
PSCRB SECOND AMENDED RULES**

**SECOND AMENDED RULES OF THE PUBLIC SAFETY & COMMUNITY RELATIONS BOARD
OF THE CITY OF BLOOMINGTON, ILLINOIS**

WHEREAS, Chapter 35, Article IV, Section 5 of the Bloomington City Code directs the Public Safety & Community Relations Board (hereinafter “PSCRB” or “Board”) to develop Rules, subject to the approval of the Bloomington City Council (the “Council”), for the transaction of PSCRB business;

NOW, THEREFORE, BE IT RESOLVED BY THE PSCRB, that Rules of said Board are adopted, pending approval of the Council, as follows:

CHAPTER I: ADMINISTRATION

Section 1: Source of Authority

The PSCRB derives its power and authority from Chapter 35, Article IV of the Bloomington City Code (the “Code”).

Section 2: Members of Board and Their Duties

The Board shall consist of seven (7) members. Chapter 35, Article IV, Section 2. Members shall conduct themselves at all times in a manner that maintains public confidence in the fairness, impartiality, and integrity of the PSCRB.

All members of the Board shall be responsible for the preservation of all public records in their possession. All public records, reports, correspondence, or other data related to the business of the Board shall be the property of the City; and in the event any member ends their service to the Board for any reason whatsoever, said records shall be turned over to their successor. See Code Chapter 2, Section 34.

(a) Confidentiality of Sensitive Information

All members shall be required to maintain strict confidentiality of sensitive information. Code Chapter 35, Article IV, Section 76(e). “Sensitive information” includes any actual, identifying information of any particular complainant or officer involved in one or more of the Board’s reviews. See Rules Chapter II, Section 1(b).

(b) Conflicts of Interest

Members shall recuse themselves from consideration of any complaint(s) where they have—or appear to have—a personal, professional, or financial conflict of interest. Code Chapter 35, Article IV, Section 76(f). Recused members shall leave the meeting location during the discussion of said complaint(s), shall not vote with respect to said

complaint(s), and shall otherwise comply with the rule concerning conflicts of interest.

(c) Member Removal

(i) Grounds for removal include, but are not limited to: failure to maintain strict confidentiality of sensitive information, and failure to recuse when required due to conflict(s) of interest. Code Chapter 35, Article IV, Sections 76(e)&(f); *see also* Code Chapter 2, Section 80.

(ii) The procedure for removal (also referred to as “recall” or “termination”) is specified in Code Chapter 2, Section 80.

Section 3: Officers of Board and Their Duties

The Board shall annually, on the first meeting in May, elect a Chair and Vice Chair. Board officers shall hold such offices during the ensuing year until their successors are duly elected and qualified. The Chair shall be the presiding officer at all meetings. In the Chair’s absence, the Vice Chair shall be the presiding officer. The Chair and Vice Chair shall each serve a term of one (1) year and shall be eligible for re-election; but no member shall serve as Chair or Vice Chair for more than two (2) consecutive years. Code Chapter 2, Section 31. Minutes shall be kept of all meetings of the Board in a permanent record book and the City Clerk shall be the custodian of all the forms, papers, books, and records of the Board.

The Chair, or his/her designee, shall be the liaison to the City Council and shall attend City Council meetings and report to the Board pertinent City Council activity.

Section 4: Meetings

(a) Regular Meetings

Regular meetings shall be held on the second Wednesday of each month at 3:30 PM at the Bloomington Police Department, or other location designated by the Board and shall be open to the public, except as provided in the Open Meetings Act (5 ILCS 120/1 *et seq.*).

(b) Special Meetings

(i) Special meetings may be called by the filing of a notice in writing with the Chair or Vice Chair of the Board, signed by any three (3) members. This notice shall contain a brief statement of the business to be submitted for the consideration of the Board at such special meeting and shall set forth the time and place of such special meeting.

(ii) Special meetings may also be called by the Chair of the Board and he/she shall designate in a notice to be filed with the Vice Chair of the Board the time and place of the special meeting and the business to be considered at such special meeting.

(c) Quarterly Meetings

In addition to any other meetings that may be set by the PSCRB, the Board shall conduct quarterly meetings that provide the general public with an opportunity to voice concerns and to provide recommendations for improving interactions between the Police Department and the community at a location to be determined by the Board. Code Chapter 35, Article IV, Section 80(a).

(d) Notices for All Meetings

Notices for all meetings shall comply with the requirements of the Open Meetings Act. Notice of special meetings shall be given in writing at least forty-eight (48) hours in advance of the meeting.

Section 5: Quorum

Four (4) members of the Board shall constitute a quorum for the conduct of all business.

Section 6: Order of Business

The order of business at any meeting shall be: (1) Call to Order; (2) Roll Call of Attendance; (3) Public Comment; (4) Unfinished Business; (5) New Business; (6) Staff's Reports and Discussion; (7) Members' Discussion; and (8) Adjournment.

Public Comment shall proceed as outlined in Code Chapter 2, Section 85. However, nothing within this section shall limit the ability of the Board, by majority vote, to extend the period for public comment or to modify the format of public comment at any given meeting.

Section 7: Parliamentary Rules

The parliamentary procedure described in "Robert's Rules of Order" (revised) shall be followed as far as applicable.

Section 8: Computation of Time

The time within which any act under these Rules is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday or is a holiday as defined or fixed in any statute now or hereafter in force in this State, and then it shall also be excluded. If the day succeeding such Saturday, Sunday

or holiday is also a holiday or a Saturday or Sunday then such succeeding day shall also be excluded.

Section 9: Amendment of Rules

Amendments to these Rules may be made at any meeting of the Board. However, any such amendments will not be effective until reviewed and approved by the Council. See Code Chapter 35, Article IV, Section 78.

CHAPTER II: REVIEW AND RECOMMENDATION PROCEDURES

Section 1: Requests for Review

If a complainant is not satisfied with a determination of the Police Chief at the conclusion of an internal investigation, the complainant may make a request for review by the PSCRB within thirty (30) days from the date of receipt of the notice of the Police Department's findings. Code Chapter 35, Article IV, Section 79. Such requests for review shall be made in writing and shall be filed with the Police Department, the Legal Department, or the PSCRB itself at any meeting.

(a) Intake

Upon receipt of any request for review, the receiving entity (Police Department, Legal Department, or PSCRB) will forward said request to the Board's designated City staff member(s), who will assign the request a case number (ex: 2018-R-1). City staff will notify the complainant, subject officer(s), and the Police Chief or his designee of said case number. Further, City staff will maintain a registry of all requests for review received.

(b) Review Materials

After assigning a case number for each request, City staff will begin gathering any and all materials needed for the Board's review. The PSCRB shall have access to any documents either provided voluntarily by the complainant or that are otherwise subject to release under the Freedom of Information Act. Code Chapter 35, Article IV, Section 79.

To facilitate the Board's purposes, such as "identifying perceived deficiencies in police-community interactions" and "providing fair treatment to and protecting the rights of civilians and police officers", and in order to allow for open and honest discussion of the facts of each case, all such materials will be redacted so as not to identify the complainant or the subject officer(s). Code Chapter 35, Article IV, Section 74. For each assigned case number, the complainant will be listed and/or referred to as "Complainant"; and the subject officer(s) will be listed and/or referred to as "Officer A", "Officer B", etc. as appropriate.

Notwithstanding the above, if a Board Member believes he/she may have a conflict of interest based on the facts of a particular case, said Member shall inquire with City staff to confirm the presence or absence of a conflict.

(c) Review Process

The PSCRB's review is limited to whether proper protocols were followed during the Police Department's investigation of a particular complaint. Code Chapter 35, Article IV, Section 79. Nothing in the enacting ordinance entitles the PSCRB "to compel any testimony or conduct a formal re-investigation". *Id.* Given the specified scope of the Board's review, the process for such review shall be as follows:

- (i) At each Regular Meeting of the Board, Members will be provided all completed, compiled materials for any review case(s) received since the Board's last meeting.
- (ii) Board Members will individually review the compiled materials for each case before the next Regular Meeting. Members shall not have ex parte communications with any third party regarding any case(s) being reviewed.
- (iii) Such individually reviewed cases will then be placed on the agenda for the Board's next Regular Meeting.
- (iv) Unless the Board determines otherwise, such cases will be fully discussed and/or resolved at said meeting.
- (v) Upon completion of each case review, the Board may choose to make—or not make—recommendations regarding policy changes to the Police Chief and/or the City Manager. Further, the Board may also defer its recommendation(s) until more cases can be considered with respect to particular policies.

Section 2: Board Recommendations

The PSCRB may recommend certain policy changes based on its review(s) to the Police Chief and/or the City Manager. Code Chapter 35, Article IV, Section 79. However, "no action of the PSCRB shall constitute or be considered as evidence of either wrongdoing or vindication in any action, including in any other criminal or civil court proceeding, or in any arbitration proceeding". *Id.* Further, nothing in these Rules "shall constitute a bar to disciplinary action against a police officer, by the Police Chief, based on the Police Department's own investigation of an officer's conduct". *Id.*

(a) Case Recommendations

Upon completion of each case review, the Board may choose to make—or not make—recommendations regarding policy changes to the Police Chief and/or the City Manager. Further, the Board may also defer its recommendation(s) until more cases can be considered with respect to particular policies. Board recommendations shall be made in writing and shall reference the specific case number(s) to which they pertain.

(b) Community Outreach Recommendations

In addition to the cases it reviews, the Board may make recommendations to the Police Chief and/or the City Manager based upon the Board's community outreach efforts and its ongoing dialogue with City residents. See Code Chapter 35, Article IV, Section 81(a). In addition, the board may also make recommendations based on public input and the analyzation of data for changes to policies, practices, and procedures to the Mayor, the City Council, the Police Chief, and/or the City Manager.

Submitted to the Council this _____ day of _____, _____.

_____, Chair

_____, Vice-Chair _____, Member

_____, Member _____, Member

_____, Member _____, Member

Approved by the Council this _____ day of _____, _____.

ARTICLE IV
Public Safety and Community Relations Board

§ 35-401. [Ch. 35, Sec. 74] Establishment and purpose.

A Public Safety and Community Relations Board (hereinafter "PSCRB" or "Board") is hereby established to:

- A. Serve as a citizen advisory committee to the Chief of Police and the City Manager, providing different perspectives on police policy and training that improve police community interactions;
- B. Educate the community on the avenues available to civilians to make formal and informal complaints, to assist the community and the police in clarifying and improving procedures related to complaints, and to assure that access to these policies and procedures are open and transparent;
- C. Add a resident perspective to the evaluation of civilian complaints, including the timely, fair and objective review of complaints;
- D. Identify perceived deficiencies in police-community interactions that when addressed may result in improved interactions and shared understanding; and
- E. Provide fair treatment to and protect the rights of civilians and police officers. **[Ord. No. 2017-57]**

§ 35-402. [Ch. 35, Sec. 75] Composition.

- A. The PSCRB shall consist of seven members appointed by the Mayor with the approval of the City Council by a 2/3 vote of all aldermen currently serving.
- B. Members shall serve for a three-year term; however, at the inception of the Board, two members shall be appointed for a one-year term, two members for a two-year term, and three members for a three-year term, so that terms are staggered.
- C. The chair and a vice-chair of the Board shall be selected amongst the members of the PSCRB.
- D. A majority of the sitting members of the PSCRB shall constitute a quorum.
- E. Members shall serve until their successors are appointed and confirmed, unless removed from office. **[Ord. No. 2017-57]**

§ 35-403. [Ch. 35, Sec. 76] Qualifications for membership.

- A. No City employee may be appointed to the Board, nor shall any member be a current employee of, contracted by or have any official affiliation, whether current or former, with a federal, state, or local law enforcement agency.
- B. No person with a criminal felony conviction shall be eligible to serve on the PSCRB.
- C. All members of the PSCRB shall possess a reputation for fairness, integrity, impartiality, and a sense of public service.
- D. In making appointments, the Mayor shall endeavor to reflect community diversity, including different neighborhoods, income levels, ethnicity, age, gender, sexual orientation and ability status.
- E. All members shall be required to maintain strict confidentiality of sensitive information and the failure to do so shall be cause for removal among any other applicable legal consequences.
- F. Members shall recuse themselves from consideration of any complaint(s) where they have-or appear to have-a personal, professional, or financial conflict of interest. Failure to recuse when required shall be cause for removal. **[Ord. No. 2017-57]**

§ 35-404. [Ch. 35, Sec. 77] Training and orientation. [Ord. No. 2017-57]

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

§ 35-405. [Ch. 35, Sec. 78] Rules and procedures. [Ord. No. 2017-57]

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

§ 35-406. [Ch. 35, Sec. 79] Review of Police Department findings by the PSCRB.

- A. If a complainant is not satisfied with a determination of the Police Chief at the conclusion of an internal investigation, the complainant may make a request for review by the PSCRB within

30 days from the date of receipt of the notice of the Police Department's findings. The PSCRB shall have access to any documents either provided voluntarily by the complainant or that are otherwise subject to release under the Freedom of Information Act for its review. The Police Chief is further authorized to discuss the case in a confidential setting with the PSCRB or its chair. Nothing herein shall entitle the PSCRB to compel any testimony or conduct a formal re-investigation. Rather, the PSCRB shall review the complaint and help ensure the Police Chief and/or Police Department followed proper protocols. The PSCRB may recommend certain policy changes based on the review to either the Police Chief or City Manager.

- B. The PSCRB's review is limited to whether proper protocols were followed in the investigation, and the PSCRB may have limited information on specific cases and the PSCRB may only recommend policy changes to the Police Chief and City Manager. Accordingly, no action of the PSCRB shall constitute or be considered as evidence of either wrongdoing or vindication in any action, including in any other criminal or civil court proceeding, or in any arbitration proceeding. Nothing herein, however, shall constitute a bar to disciplinary action against a police officer, by the Police Chief, based on the police department's own investigation of an officer's conduct. **[Ord. No. 2017-57]**

§ 35-407. [Ch. 35, Sec. 80] Meetings.

- A. The PSCRB shall be subject to the Illinois Open Meetings Act and shall set a regular meeting schedule. In addition to any other meetings that may be set by the PSCRB, it shall conduct quarterly meetings that provide the general public with an opportunity to voice concerns and to provide recommendations for improving interactions between the Police Department and the community.
- B. All PSCRB meetings shall be open to the public except when closed as provided in the Open Meetings Act and all other applicable federal, state and local laws. **[Ord. No. 2017-57]**

§ 35-408. [Ch. 35, Sec. 81] Community outreach.

- A. The PSCRB shall work with the Police Department, Legal Department, and Human Relations Commission to build community outreach in order to anticipate and prevent problems, including analyzing data and making recommendations to the Police Department about issues requiring special attention.

- B. The PSCRB shall develop a brochure explaining PSCRB procedures and the resources available to complainants. The brochures shall be approved by the City Council and then distributed to the public according to a plan developed by the PSCRB and approved by the City Manager. This information on the PSCRB and its procedures shall also be posted on the City's website and available through the Police Department, the Legal Department, and the Bloomington Public Library.
- C. The PSCRB shall develop a poster highlighting the resources available to complainants to be displayed prominently within the Police Department. The poster shall be approved by the City Council and shall provide information on (1) the ability of civilians to make complaints, and (2) the ability of civilians to have the complaint process reviewed by the PSCRB.
- D. The PSCRB shall develop and distribute complaint forms in languages and formats accessible to civilians, and educate the community on the complaint process and the importance of reporting complaints. Complaints may be filed either directly with the Police Department, the PSCRB, or the City's Legal Department.
- E. All materials distributed to the public under Subsections C and D of this section shall contain, in a prominent typeface, the following statement: "Harassment, retaliation, or retribution for filing a complaint or testifying on behalf of a complainant will not be tolerated. If you believe that you are the subject of harassment, retaliation, or retribution as a result of the complaint process, please contact the Public Safety and Community Relations Board, the Department of Professional Standards within the Police Department or the City's Legal Department for appropriate investigation and follow-up."
- F. The PSCRB may hold quarterly meetings with neighborhood groups, civic organizations, and/or community leaders to build community relationships and discuss community concerns relating to public safety and police procedures. **[Ord. No. 2017-57]**

§ 35-409. [Ch. 35, Sec. 82] Staff assistance. [Ord. No. 2017-57]

The City Manager shall assign staff, including but not limited to personnel from the Legal Department and Police Department, to

assist the PSCRB with its functions and to serve as a conduit to the City Manager.



CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: October 26, 2020

SPONSOR: Public Works Department and Economic & Community Development Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on a Resolution Approving a Variance to Chapter 38, Section 602 (Ch. 38, Sec. 123), and Chapter 24, Manual of Practice, Standard Detail 4.06F, of the Bloomington City Code to Allow Permits to be Issued for a 32-foot-wide Driveway at 54 Fedor Circle, as requested by the Public Works Department and the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Resolution be approved, and the Public Works Department be authorized to issue a Permit.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5b. City decisions consistent with plans and policies
- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 4c. Preservation of property/home valuations

BACKGROUND: Public Works and Economic & Community Development are recommending approval of a Resolution approving a variance to Chapter 38, Section 602 (Ch. 38, Sec. 123), and Chapter 24, Manual of Practice, Standard Detail 4.06F, of the Bloomington City Code to allow permits to be issued for a 32-foot-wide driveway at 54 Fedor Circle. Staff received a written request from Jonathan Thompson, owner of 54 Fedor Circle, to grant a variance to allow a driveway approach 32-feet-wide at the property line.

The request requires a variance because the proposed driveway is wider than permitted by City Ordinance. Additionally, Chapter 44, the Zoning Code, establishes maximum driveway width requirements. The driveway width variance was approved by the Zoning Board of Appeals at the September 16, 2020, meeting. The minutes and notice of decision from this meeting are attached. The Zoning Board of Appeals is authorized to grant variances from Chapter 44. The Chapter 44 variance does not need to be approved by Council.

This single-family residence has a two-car garage and a one-car garage and has 85 feet of frontage along Lone Oak Court, which is where the proposed 32-foot-wide driveway approach would be located. The property is directly adjacent to other properties that have 32-foot-wide driveway entrances. City Code allows residential double-wide driveways to be up to 20 feet wide at the property line. A 32-foot-wide driveway is being proposed for approval.

Driveway variances are recommended by the Public Works Department on a case-by-case basis, after evaluation of criteria such as sight distance, width of adjacent roadway, and amount of property frontage.

The following is the evaluation by staff on the different criteria:

- ✦ Sight distance - there are no identified issues with horizontal or vertical sight distance by allowing this variance.
- ✦ Width of adjacent roadway - the adjacent roadway is of sufficient width to allow the driveway widening without causing concern.
- ✦ Distance to intersection - The lot is not a corner lot and is of sufficient distance from the nearest intersection so that additional driveway width is not a concern.
- ✦ Amount of property frontage - With 85 feet of frontage, this is enough to allow for a single 32-foot-wide driveway.

Public Works and Economic and Community Development Staff have reviewed the request and determined that the requested driveway variance should not have an adverse impact and respectfully recommend Council approval.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to improve an existing site. Staff is recommending action and approval, as this agenda item is routine in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Jonathan Thompson. The Zoning Board of Appeals held a public hearing on a variance from Chapter 44 on September 16, 2020. The Board unanimously voted to approve the variance. Notice of the hearing was published in *The Pantagraph* and courtesy notices were mailed to property owners within 500 feet of the subject property.

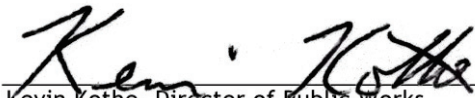
FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Goal H-1. Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington, Objective H-1.3. Create a lifelong community by fostering housing stock that meets the needs of residents of all ages and abilities.

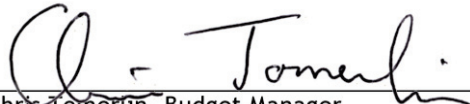
Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:


Kevin Kothe, Director of Public Works

10/14/2020


Chris Tomerlin, Budget Manager

10/14/2020

George Boyle

George Boyle, Assistant Corporation Counsel

10/15/2020


Tara Henry, Legislative Assistant

10/21/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 5B Resolution Approving the Driveway Variance for 54 Fedor Circle 10262020
- PW 5C Location Map_Driveway Variance for 54 Fedor Circle 10262020
- PW 5D ZBA Packet_Driveway Variance for 54 Fedor Circle 10262020
- PW 5E DRAFT ZBA Minutes_Driveway Variance for 54 Fedor Circle 10262020
- PW 5F Notice of Decision_Driveway Variance for 54 Fedor Circle 10262020 - unsigned

RESOLUTION NO. 2020 - ____

A RESOLUTION APPROVING A VARIANCE TO CHAPTER 38, SECTION 602 (Ch. 38, Sec. 123), AND CHAPTER 24, MANUAL OF PRACTICE, STANDARD DETAIL 4.06F, OF THE BLOOMINGTON CITY CODE TO ALLOW PERMITS TO BE ISSUED FOR A 32-FOOT-WIDE DRIVEWAY AT 54 FEDOR CIRCLE

WHEREAS, the City of Bloomington is committed to promoting an atmosphere in which residents increasingly take responsibility for their homes and neighborhoods; and

WHEREAS, the existing driveway at this location is 21 feet wide; and

WHEREAS, City Engineering staff foresees no negative impact as a result of a 32-foot-wide driveway at this location; and

WHEREAS, City Council has the authority to grant variances to City Code;

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

That a Variance is hereby granted to the owner of 7 Brookstone Circle from the maximum driveway width requirements of Chapter 38, Section 602 (Ch. 38, Sec. 123), and Chapter 24, Manual of Practice, Standard Detail 4.06F, of the Bloomington City Code. The reconstruction of the driveway at a width not to exceed 32 feet is hereby approved by the Bloomington City Council.

PASSED this 26th day of October 2020.

APPROVED this ____ day of October 2020.

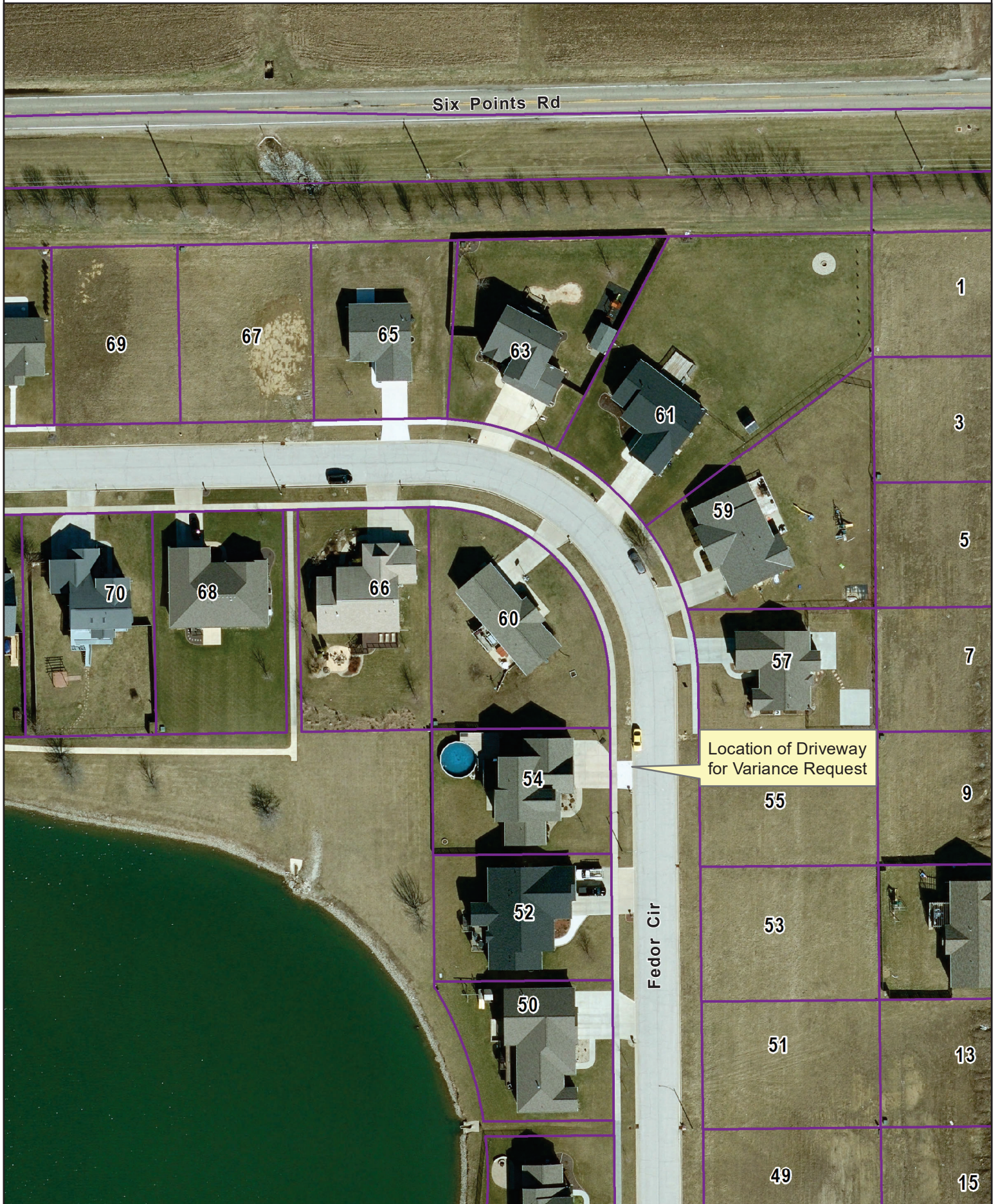
CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

54 Fedor Circle Driveway Variance



APPLICATION TO ZONING BOARD OF APPEALS

Please consider this as our petition for a variance from the requirement(s) of the Zoning Code. I have provided all information requested herein and attached our site plan and fee.

Site Address: 54 Fedor Circle Bloomington, IL 61705

Site Address: _____

Petitioner: Jonathan Thompson Phone: 

Petitioner's Email Address: 

Petitioner's Mailing Address Street: 54 Fedor Cir.

City, State, Zip Code: Bloomington, IL 61705

Contractual interest in the property ☒ yes ☐ no

Signature of Applicant 

Brief Project Description: Extension of curb from 18.5' to 32'. And
Extension of Driveway behind & in front of sidewalk
to 32'.

Code Requirements Involved: 44.4-03C2b2

Variances(s) Requested: 32' curb cut & driveway.

Reasons to Justify Approval by the Zoning Board of Appeals: Your justifications for approval must also be provided in the statement of Findings of Fact.

Attached

STATEMENT OF FINDINGS OF FACT
(Must be answered by the Petitioner)

Chapter 44, Section 9.40(d)

A variation from the terms of this Code shall not be granted by the Zoning Board of Appeals unless and until findings of fact are submitted demonstrating:

1. That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult; and *this property is on a curve. My vehicle has to back into my garage & is a safety hazard, when cars come out of the curve because it is very difficult to maneuver a 3/4 ton truck there without hitting the curb & damaging my vehicle.*
2. That the variance would be the minimum action necessary to afford relief to the applicant; and *It would need to be 32' to be able to properly pull in & out of my driveway.*
3. That the special conditions and circumstances were not created by any action of the applicant; and *Yes, we have normal sized vehicles & it isn't practical to pull in on my third car garage in a safe manner.*
4. That the granting of the variance requested will not give the applicant any special privilege that is denied to others by the Code; and *no, my neighbor has the same variance & he is one house further down.*
5. That the granting of this variance will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use or development of adjoining properties. *Nope*



Map data ©2020, Map data ©2020 20 ft

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DRAFT
MINUTES

PUBLISHED BY THE AUTHORITY OF
THE ZONING BOARD OF APPEALS OF BLOOMINGTON, ILLINOIS
WEDNESDAY, SEPTEMBER 16, 2020, 4:00 P.M.
WWW.CITYBLM.ORG/LIVE

This meeting was conducted under Governor Pritzker's Executive Order 2020-07, Section 6 implemented in response to COVID-19, which suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The Zoning Board of Appeals convened in Regular Session virtually via zoom conferencing with the City Planner, Katie Simpson, and Member Michael McFarland in-person in City Hall's Council Chambers at 4:06 p.m., Wednesday, September 16, 2020. The meeting was live streamed to the public at www.cityblm.org/live. The Meeting was called to order by Chairperson Victoria Harris.

Roll Call

Attendee Name	Title	Status
Ms. Victoria Harris	Chairperson	Present
Mr. Terry Ballantini	Commissioner	Present
Mr. Michael McFarland	Commissioner	Present
Mr. Michael Straza	Commissioner	Present
Mr. Tyler Noonan	Commissioner	Absent
Mr. Michael Rivera Jr	Commissioner	Present
Ms. Nikki Williams	Commissioner	Present
Mr. George Boyle	Assistant Corporate Counsel	Present
Mr. Craig McBeath	Interim Information Systems Director	Present
Mr. Bob Mahrt	Community Development Director	Present
Ms. Katie Simpson	City Planner	Present

Regular Agenda:

Z-15-20 Public hearing, review and action on a petition for a variance submitted by Jonathan Thompson for the approval of a variance to allow an eight (8) foot increase to the maximum allowed width of the driveway approach in a single-family home for the subject property located at 54 Fedor Circle Bloomington, IL 61705. (Ward 2).

Chairperson Harris introduced case Z-15-20 and asked for the staff report.

DRAFT
MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE ZONING BOARD OF APPEALS OF BLOOMINGTON, ILLINOIS
WEDNESDAY, SEPTEMBER 16, 2020
Page | 1

Ms. Simpson, City Planner, indicated that staff finds that the application meets the standards for a variance and staff is recommending in favor of the variance. Ms. Simpson gave an overview of the subject property and neighborhood. The property is zoned R-1C and is improved with a single-family home built in 2006. The petitioner is requesting a variance to widen the driveway behind the sidewalk to 32 feet. The petitioner would also like to widen the curb cut and driveway apron to 32 feet. The proposed driveway would be setback 8 feet from the property line. Ms. Simpson shared a photo of the property, aerial view and lot dimensions. Ms. Simpson shared surrounding properties along with the site plan.

Ms. Simpson reviewed the Findings of Fact and staff finds the application meets the standards for a variance. Ms. Simpson noted the property's location to the curve and on-street parking creates a physical challenge for maneuvering safely in-and-out of the three-car garage and driveway. The variance will allow the homeowner to pull/back straight out improving their visibility of the sidewalk and street. Widening the driveway would make it safer to back out of the driveway.

Chairperson Harris asked if there were any questions for staff. There were none by the Commission.

Chairperson Harris swore in Jonathan Thompson, petitioner gave testimony for the variance application. He stated that due to the size of the family's vehicles' and the curve located at subject property it makes it difficult to out of the driveway safely.

Mr. Rivera Jr asked for clarification as to the name of the petitioner noting a discrepancy on the staff report stating the petitioner as Justin Thompson. Jonathan Thompson confirmed his name. Ms. Simpson indicated the staff report reflected an error in referencing Justin instead of Jonathan. Staff confirmed Jonathan Thompson as the petitioner.

Chairperson Harris asked if there were any other witnesses. There were none. Chairperson Harris closed the Hearing at 4:22 p.m. and asked the Board to consider the matter. Chairperson Harris asked for a vote on the Findings of Fact as outlined in the Staff Report.

Mr. Ballantini made a motion to accept the Findings of Fact as a whole. Mr. Straza seconded the motion. Mr. Mahrt took a roll call vote. Mr. Straza - Yes, Mr. Ballantini - Yes, Mr. McFarland - Yes, Ms. Williams - Yes, Mr. Rivera Jr. - Yes, and Chairperson Harris - Yes (6-0-0).

Mr. Ballantini made a motion to approve the variance application submitted. Mr. Straza seconded the motion. Mr. Mahrt took a roll call vote. Mr. Straza - Yes, Mr. Ballantini - Yes, Mr. McFarland - No, Ms. Harris - Yes, Mr. Rivera Jr - Yes and Chairperson Harris - Yes (6-0-0).

Ms. Simpson informed Mr. Thompson that staff will follow-up with approval and permitting steps to be taken.



Department of Economic and Community Development
115 E Washington Street, Ste 201
Bloomington IL 61701

September 21, 2020

Mr. Jonathan Thompson
54 Fedor Circle
Bloomington, IL 61704

Subject: Case Number: Z-15-20, 54 Fedor Circle
Variance for an 8' increase in the maximum driveway width from 24' to 32' (44-4.4)

Dear Mr. Thompson:

The above referenced case was heard by the Zoning Board of Appeals on September 16, 2020. A notice of the Board's decision is enclosed with this letter.

Should you have any other questions, please feel free to contact me at (309) 434-2226 or by email at ksimpson@cityblm.org.

Sincerely,

Katie
Simpson

Katie Simpson
City Planner

Digitally signed by Katie Simpson
DN: cn=Katie Simpson, o=City of
Bloomington, ou=Planning Division,
email=ksimpson@cityblm.org, c=US
Date: 2020.09.21 15:00:24 -05'00'

Enc: Notice of Decision

City of Bloomington
Zoning Board of Appeals
Notice of Decision

Case Number: **Z-15-20**

Petitioners: Jonathan Thompson

Subject: Request for variance(s) at 54 Fedor Circle to: increase the driveway width from 24' to 32', an 8' increase.

A public hearing was held on said petitions on September 16, 2020. Notice of the hearing was published in *the Pantagraph* on August 31, 2020.

Finding of Facts

After taking testimony, reviewing evidence and considering arguments of the parties, the Board reviewed the following standards for a variance set forth in Chapter 44, Section 17-8 of the Bloomington City Code:

1. The Zoning Board of Appeals established the following findings:
 - (a) The subject property has physical characteristics that pose unreasonable hardship making strict adherence to the code difficult.
 - (b) The requested variance would be the minimum action necessary to afford relief to the petitioner.
 - (c) Conditions and special circumstances giving rise to the request for the variance were not created by the petitioner.
 - (d) Granting the variation request would not give the petitioner a special privilege denied to the others.
 - (e) Granting the request for variation would maintain the general character of the neighborhood and would not unreasonably impair the use or development of adjoining properties.

The Zoning Board of Appeals findings are consistent with the staff recommendation.

The Board approved the variance by a vote of 6-0.

Expiration. This variance is valid for a period of one (1) year from the date of this notice in which time the petitioner shall obtain a building permit for the building or structure for which such variation was granted is obtained from the Director of Economic and Community Development and start and/or complete construction of such building or structure in accordance with the terms of such permit.

Decision

Wherefore, the Zoning Board of Appeals hereby approved the request for variance.

Dated this 21st day of September 2020.

**Katie
Simpson**

Digitally signed by Katie Simpson
DN: cn=Katie Simpson, o=City of
Bloomington, ou=Planning Division,
email=ksimpson@cityblm.org, c=US
Date: 2020.09.21 15:00:02 -05'00'

Katie Simpson
City Planner



CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: October 26, 2020

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Approving a Text Amendment to the City of Bloomington Zoning Code, Chapter 44, to Amend Current References to the "Community Development Department" to State the "Economic and Community Development Department", 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

STRATEGIC PLAN SIGNIFICANCE:

-Objective 5b. City decisions consistent with plans and policies

BACKGROUND: On August 12, 2020 the Bloomington City Council adopted Ordinance 2020-53 combining the Economic Development Department and the Community Development Department and establishing the Economic and Community Development Department. The proposed draft ordinance amends all references within the Zoning Code, Chapter 44, to the former Community Development Department and its Director and/or other staff to reflect the Department's new name of the "Economic and Community Development Department." These changes have already been made within the other applicable portions of the City Code.

The primary purposes for the **department restructuring and name change** are to:

1. Focus on making a seamless experience for both citizens and those seeking to establish businesses within the City; and,
2. Create a new Department that finds a way to help people grow businesses and expand the residential base within the community, all with interaction and engagement from citizens to ensure proper planning and growth.

The Bloomington Planning Commission held a public hearing on September 23, 2020 on the proposed text amendment. The Planning Commission unanimously recommended that Council approve the amendment. The meeting information is online at <https://www.cityblm.org/Home/ShowDocument?id=25250>

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, staff is recommending action and approval, since this item was initiated by City Council and will provide consistency across other amended sections of the city code. This project is expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Planning Commission held a public hearing on the proposed text amendment on September 23, 2020. Notice of the hearing was published in *The Pantagraph* on Friday September 4, 2020. No one spoke in favor of the amendment and no one spoke against the amendment. The Planning Commission unanimously recommended that Council approve of the text amendment and name change.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Goal ED-4.5 Identify and reduce barriers for local growth and economic development. Objective ED-4.5a Identify barriers in the City's development review process.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:


Melissa Hall, Economic and Community Development Director

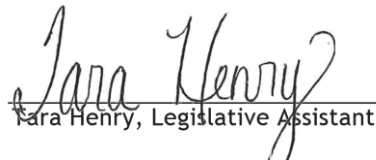
10/19/2020


Chris Tomertin, Budget Manager

10/19/2020


Jeffrey R. Jurgens, Corporation Counsel

10/19/2020


Tara Henry, Legislative Assistant

10/20/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 1B CD Name Change Ord-2020
- E&CD 1C Draft Minutes 09.23.20_Z-19-20 Text Amendment

ORDINANCE NO. 2020 - ____

AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE CITY OF BLOOMINGTON ZONING CODE, CHAPTER 44, TO AMEND CURRENT REFERENCES TO THE “COMMUNITY DEVELOPMENT DEPARTMENT” TO STATE THE “ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT”

WHEREAS, the City of Bloomington is a home-rule municipality pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution; and,

WHEREAS, City Council passed Ordinance 2020-53 combining the Economic Development and Community Development Departments and creating the Economic and Community Development Department; and

WHEREAS, said Ordinance also amending the name of and references to the “Community Development Department” to the “Economic and Community Development Department” throughout the Bloomington City Code and directed the Planning Commission to hold a public hearing on amendments to the reference in the Zoning Code, Chapter 44 of the City Code; and

WHEREAS, after proper notice was given, a public hearing on a text amendment to the Zoning Code was held on September 23, 2020; and,

WHEREAS, The Planning Commission recommended the City Council approve the text amendment.

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

1. That the above referenced recitals are hereby incorporated into this ordinance.
2. That all references to “Community Development” Department within the City Code shall be amended to read “Economic and Community Development”, including specifically amending those sections as set forth on Exhibit A. All references to “Community Development” within the City Code shall be amended to read “Economic and Community Development” regardless of whether identified on Exhibit “A”.
3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.
4. This ordinance shall be effective immediately after the date of its publication as required by law.

PASSED this 26th day of October 2020.

APPROVED this ____ day of October 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Chapter 44 Reference to be amended		
1-5E	13-3B1	17-7E
2-2D	13-4A	17-8C1
2-3J	13-4C	17-8C2
4-4C2bii	13-4E4b	17-8D
4-5A4	13-5P1	17-8I
8-4B3A	13-5P3	17-8J
8-4B6c	13-6B2b	17-9C1
8-4B7	13-6B2e	17-9E3b
8-4D1d	13-7B1b	17-9F
Table 8-4	13-7B2	17-9F2
9-7A4c	13-8E3a	17-10B1
9-7A4l	13-8E4c	17-10C2
9-7C	15-4C5d	17-10G2
9-7E3	15-5B1	17-10G4b
9-11D2	15-5B2	17-10I2
9-11D5	15-5B5	17-11B
10-14E1	15-5C4	17-11D1
10-14I2	15-5C5c	17-11D2
10-22D1	15-5D1	17-11E2
10-36E1i	15-5D3a	17-12A
10-36E1j	15-5D3b	17-12B
10-36E1k	15-5D3c	17-12C
10-37c6	15-5E1	17-12E
10-37E1b	15-5Eb?	17-13A
10-37E1c	16-4	17-13A11
12-2C4	16-5	17-13B
12-2D	16-16	17-14A
12-3C1	16-27	17-14B2
12-4A2	17-2B3b	17-14C
12-4A5av	17-2C2m	17-14D
12-4A5biv	17-3D1	17-154a
12-6F2biii	17-4C	17-15B
12-7C4	17-4D	17-15D6
12-8b	17-5B	
12-8D6	17-5C6c	
Table 12-8E	17-5D6	
12-9	17-6C1	
12-10C	17-6D	
12-13E1m	17-6F3	

13-3A23	17-7D1	



DRAFT
MINUTES

**PUBLISHED BY THE AUTHORITY OF
THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS
WEDNESDAY, SEPTEMBER 23, 2020, 4:00 P.M.
WWW.CITYBLM.ORG/LIVE**

This meeting was conducted under Governor Pritzker's Executive Order 2020-07, Section 6 implemented in response to COVID-19, which suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The Planning Commission convened in Regular Session virtually via Zoom conferencing with City Planner Katie Simpson, Chairperson Megan Headean and Commissioner Justin Boyd in-person in City Hall's Council Chambers at 4:02 p.m., Wednesday, September 23, 2020. The meeting was live streamed to the public at www.cityblm.org/live. The meeting was called to order by Chairperson Megan Headean.

Roll Call

Attendee Name	Title	Status
Ms. Megan Headean	Chair	Present
Mr. Tyson Mohr	Vice Chair	Present
Mr. Justin Boyd	Commissioner	Present
Mr. Thomas Krieger	Commissioner	Present
Ms. Megan McCann	Commissioner	Present
Mr. Mark Muehleck	Commissioner	Absent
Mr. David Stanczak	Commissioner	Present
Ms. Sheila Montney	Commissioner	Present
Mr. John Danenberger	Commissioner	Arrived at 4:06
Mr. George Boyle	Assistant Corporate Counsel	Present
Mr. Craig McBeath	Interim Information Systems Director	Present
Ms. Katie Simpson	City Planner	Present
Mr. Bob Mahrt	Community Development Director	Present

D. Z-19-20 Public Hearing, review and action on an application submitted by the Bloomington City Council for a text amendment to Chapter 44 of the Bloomington City Code to change the name and references of the "Community Development Department" to the "Economic and Community Development Department" (Ord. 2020-53). (Citywide)

Chairperson Headean introduced the case and asked for staff report.

DRAFT
MEETING MINUTES

**PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS
WEDNESDAY SEPTEMBER 23, 2020**

Ms. Simpson, stated staff is recommending in favor of the text amendment to Chapter 44. Ms. Simpson stated on August 12, 2020 the Bloomington City Council adopted Ordinance 2020-53 combining the Economic Development Department and the Community Development Department and establishing the Economic and Community Development Department consolidating into one Department.

Questions by Commission for staff: Confirmation that this is basically a housekeeping item. Ms. Simpson informed the Commission that it's the addition of adding Economic to the Community Development Department name.

There were no additional persons to speak for or against the petition. Chairperson Headean closed the public hearing at 5:11 p.m.

Chairperson Headean recommends a motion to approve and opens up for Commission discussion.

Commissioner Mohr made a motion, seconded by Commissioner McCann that the Planning Commission approve the text amendment as presented.

Roll call vote:

AYES: Mohr; McCann; Montney; Stanczak; Danenberger; Boyd; Krieger; and Chairperson Headean

NAYS:None

MOTION carried.



CONSENT AGENDA ITEM NO. 8.J

FOR COUNCIL: October 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action on an Ordinance Approving the Final Plat of the Ninth Addition to Brookridge Apartments Subdivision, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved, subject to the petitioner providing the required sureties.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of an Ordinance Approving the Final Plat of Ninth Addition to Brookridge Apartments Subdivision, subject to the petitioner providing the required sureties.

On April 22, 2002, Council approved the preliminary plan for Hershey Grove Subdivision. Staff reviewed the Final Plat and finds it in conformance with the provisions of the Preliminary Plan and the Brookridge Heights Apartments Street Name Plan dated July 15, 2003.

On August 22, 2011, Council approved an amendment to the Hershey Grove Annexation Agreement. The amendment extended the timeframe of the Annexation Agreement to February 22, 2032. It also extended the deadline for the City to complete an extension of Hershey Road south of the Norfolk Southern Railroad. Additionally, the amendment clarified the construction of Hamilton Road pavement from the entrance to Brookridge Apartments east to the property line, which has since been constructed.

On December 14, 2015, Council approved an amendment to the Annexation Agreement with Hershey Grove, LLC. This amendment established that the City has no further obligations regarding obtaining a railway crossing and/or road extension for Hershey Road to the southern perimeter of the Hershey Grove Subdivision. Additionally, it was established that the Owner would satisfy the park land dedication requirements by making dedication of the area designated for the Constitution Trail and by the completion of specific sections of sidewalk and trail. The sidewalk was due to be completed by July 1, 2016, and the two trail sections were due to be completed July 1, 2017, and July 1, 2018. To date, only the first two sections of the sidewalk/trail have been completed. The approvment of this final plat will not impact the City's ability to ensure these improvements are eventually made.

The last approved final plat for this area was passed by Council on May 23, 2016. Approximately 2.82 acres of the Brookridge Apartments subdivision remain undeveloped. Preliminary development plans are only valid for a period of three years. Therefore, the petitioner is also submitting an amended preliminary development plan. The Planning Commission reviewed the revised preliminary development plan on September 23, 2020.

The Planning Commission recommended the approval of the amended preliminary plan. City Council is also acting on this revised preliminary plan tonight. The subject final plat conforms with the amended preliminary development plan presented to the Commission.

The proposed final plat consists of one lot and one outlot and is located North of Hamilton Road and east of Hershey Road. The existing Parcel Identification Number (PIN) for the property is 21-13-152-004. The developer will be responsible for construction of infrastructure associated with the development.

The zoning in this area is R-3B, Multiple-Family Residence District. Approval of this final plat will facilitate construction of new apartment buildings within the subdivision. The proposed use is permitted in this zoning district. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plat.

There are tap-on fees due from this subdivision per the Annexation Agreement dated February 11, 2002, and amended August 22, 2011, and December 14, 2015. Additionally, a revolving commercial surety bond for performance guarantee has been posted by the developer in the amount of \$250,000.00.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing site. Staff is recommending action and approval, since delay could negatively impact this investment in our community. This project is expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Brookridge Apartments, LLC. A public hearing was held by the Planning Commission on September 23, 2020 regarding approval of amendment to the preliminary plan.

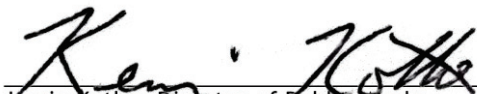
FINANCIAL IMPACT: Brookridge Apartments, LLC paid all survey and plat costs.

COMMUNITY DEVELOPMENT IMPACT: Goal H-1. Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington, Objective H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits. This site is a Tier 3 Infill Development Priority.

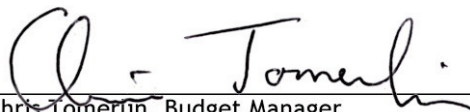
Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

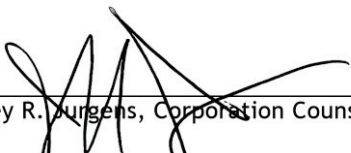
Reviewed by:


Kevin Kothe, Director of Public Works

10/14/2020


Chris Tomertin, Budget Manager

10/15/2020

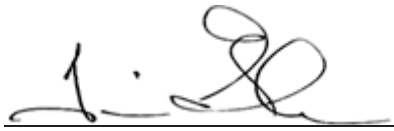

Jeffrey R. Durgens, Corporation Counsel

10/21/2020


Tara Henry, Legislative Assistant

10/21/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 4B Ordinance and Legal Description_Ninth Addition to Brookridge Apartments Subdivision10262020
- PW 4C Final Plat_Ninth Addition to Brookridge Apartments Subdivision 10262020
- PW 4D Owners Petition_Ninth Addition to Brookridge Apartments Subdivision 10262020
- PW 4E County Clerk's Certificate_Ninth Addition to Brookridge Apartments Subdivision 10262020
- PW 4F Owner's Certificate_Ninth Addition to Brookridge Apartments Subdivision 10262020
- PW 4G School District Certificate_Ninth Addition to Brookridge Apartments Subdivision 10262020
- PW 4H Final Plat Checklist_Ninth Addition to Brookridge Apartments Subdivision 10262020
- PW 4I Final Plat Map_Ninth Addition to Brookridge Apartments Subdivision 10262020
- PW 4J Tap-On Memo_Ninth Addition to Brookridge Apartments Subdivision 10262020
- PW 4K Drainage Statement_Ninth Addition to Brookridge Apartments Subdivision 10262020

ORDINANCE NO. 2020 - ____

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
NINTH ADDITION TO BROOKRIDGE APARTMENTS SUBDIVISION**

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition for approval of Ninth Addition to Brookridge Apartments Subdivision, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests no exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided, and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code.

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

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

SECTION 2. That the Final Plat of Ninth Addition to Brookridge Apartments Subdivision dated September 10, 2020 is hereby approved.

SECTION 3. This ordinance shall be effective immediately after the date of its passage and approval.

SECTION 4. This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 26th day of October 2020.

APPROVED this ____ day of _____ 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

Outlot 20 in the Eighth Addition to Brookridge Apartments Subdivision in the City of Bloomington, McLean County, Illinois, according to the Plat recorded July 19, 2016 as Document No. 2016-13186 in the McLean County Recorder's Office.

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Brookridge Apartments, LLC, hereinafter referred to as your petitioners, respectfully
representing and requesting as follows:

1. That your petitioner is the owners of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as the "Ninth Addition to Brookridge Apartments Subdivision".
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Ninth Addition to Brookridge Apartments Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: 

Printed Name: David W. Fodor

Title: Owner

Exhibit A

Outlot 20 in the Eighth Addition to Brookridge Apartments
Subdivision in the City of Bloomington, McLean County, Illinois,
according to the Plat recorded July 19, 2016 as Document No.
2016-13186 in the McLean County Recorder's Office.

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 1 day of September, 2020, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael

County Clerk, McLean County, Illinois

PIN 21-13-152-004

[illegible]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 9th day of September, 2020.

Owner

Older

Title

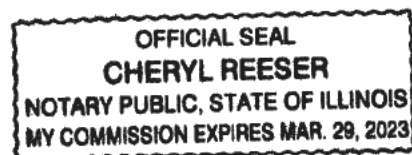
*where dedication is required under Section 3.5. (Seal)

State of Illinois)
)ss.
County of McLean)

Given under my hand and notarial seal this 9th day of September, 2020.

Cheryl Reeser
Notary Public

My commission expires March 29, 2023



SCHOOL DISTRICT CERTIFICATE

This is to certify that I David W. Fedor as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as the Ninth Addition to Brookridge Apartments Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District #5 in McLean County, Illinois.

Dated this 9th day of September, 2020.



Owner/Developer

NOTARY CERTIFICATE

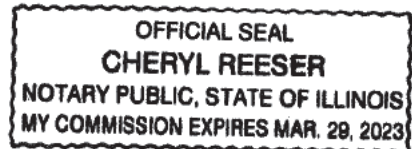
State of Illinois)
)ss.
County of McLean)

I, Cheryl Reeser, a Notary Public in and for the county and State aforesaid, do hereby certify that David Fedor personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 9th day of September, 2020.

Cheryl Reeser
Notary Public

My commission expires March 29, 2023.





Ninth Addition to Brookridge Apartments Subdivision

Date Prepared: 10/7/2020

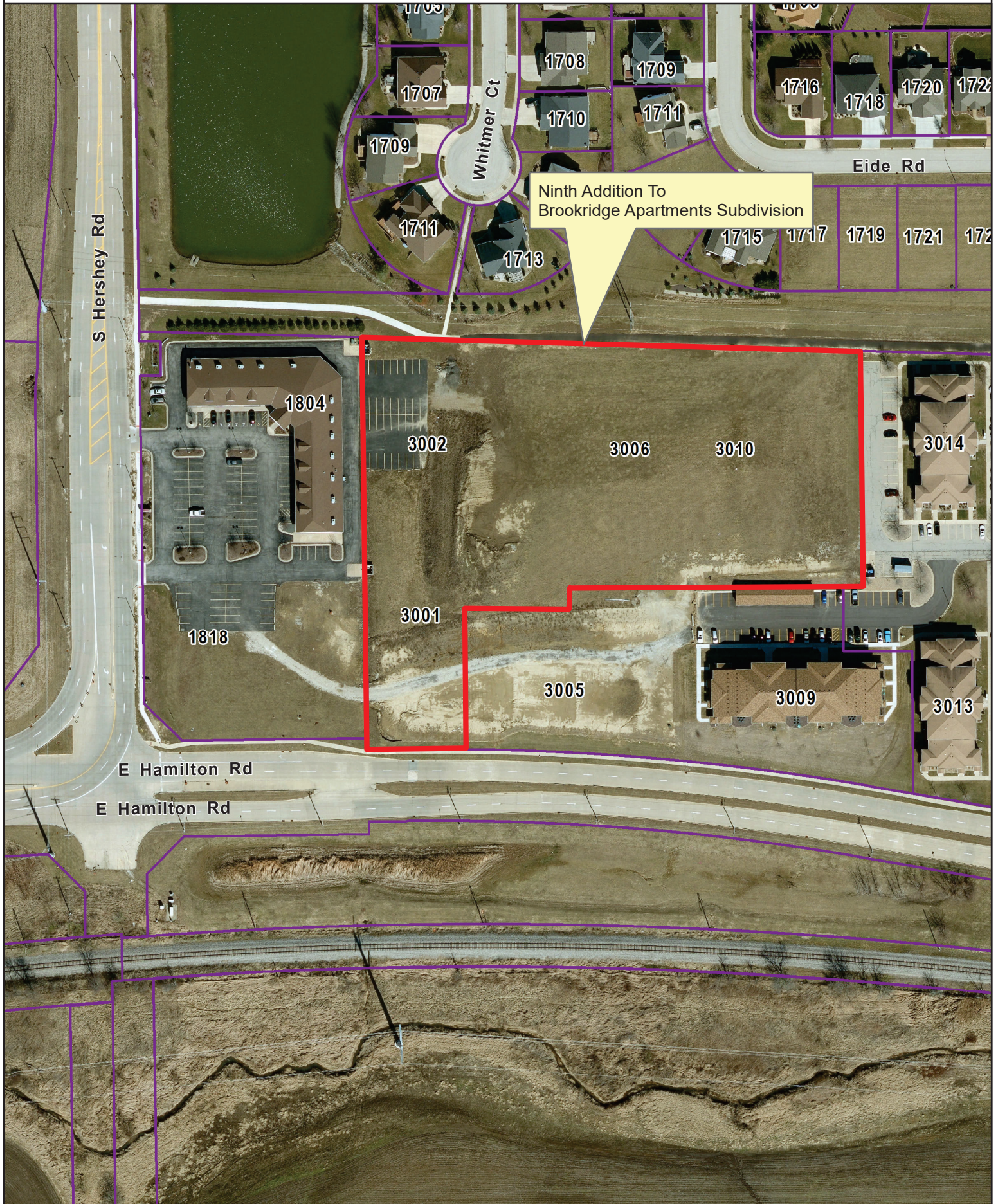
Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	N/A
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	TJM
	Name of Subdivision	TJM
	Legal Description	TJM
	Existing Parcel Id Number (PIN)	TJM
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	N/A
The following shall be provided:		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	TJM
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	TJM
	Digital CAD format submittal provided to Public Works	TJM
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	TJM
	Retains the design characteristics of approved public improvement engineering plans and specifications.	To be submitted with
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	To be submitted with

Ninth Addition To
Brookridge Apartments Subdivision
Final Plat Map



0 130 260
Feet

Date: 9/23/2020



MEMORANDUM

October 7, 2020

TO: Katie Simpson, City Planner
FROM: Anthony Meizelis P.E., Civil Engineer I
RE: Ninth Addition to Brookridge Apartments Subdivision
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: ***Ninth Addition to Brookridge Apartments Subdivision*** approved by City Council on October 7, 2020.

A: Tap-On Fees:

There are tap-on fees due from ***Ninth Addition to Brookridge Apartments Subdivision*** per the annexation agreement dated February 11, 2002, amended August 22, 2011 and December 14, 2015:

		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	Little Kickapoo PS & I. Sew	52200-57320	\$783.00	\$1,225.40	\$2,008.40
2	Hershey Grove San Sewer	52200-57320	\$957.00	\$1,033.56	\$1,990.56
3	San Sewer (south of railway)	52200-57320	\$0.00	\$0.00	\$0.00
4	Storm Water Detention Fee	55200-57320	\$0.00	\$0.00	\$0.00
5	Ireland Gr Rd Water main	50200-57320	\$0.00	\$0.00	\$0.00
6	Hershey Rd Water main	50200-57320	\$0.00	\$0.00	\$0.00
7	Ireland Grove Rd Pavement	20300-57320	\$0.00	\$0.00	\$0.00
8	Hershey Rd Pavement	20300-57320	\$0.00	\$0.00	\$0.00
9	Hamilton Rd Pavement	20300-57320	\$0.00	\$0.00	\$0.00
10	Parkland Dedication	70300-57320	\$0.00	\$0.00	\$0.00
	Total		\$1,740.00	\$2,258.96	\$3,998.96

Subdivision Area (north of railway): 1.74 acs. (Lot 21 Only)

Subdivision Area (south of railway): 0 acs.

Frontage on Ireland Grove Rd: 0 ft.

Frontage on Hershey Rd: 0 ft.

Frontage on Hamilton Rd: 535.29 ft.

Fair Market Value of land (FMV): \$28,000 /acre.

1) Little Kick. Pump Sta & Intercep. Sew: \$450/ac+6% from 9/94 (north of railway only)

2) Hershey Grove San Sew: \$550/ac+6% from 10/02 (north of railway only)

- 3) San Sew: \$/ac to be determined (south of railway only)
- 4) Storm Water Deten.: \$1700/ac for NW 15acs (developer built detention on all else)
- 5) Ireland Grove Rd Water main (to the extent that water main exists): \$20 /ft.
- 6) Hershey Rd Water main (to the extent that water main exists): \$20 /ft
- 7) Ireland Gr Rd pavement: \$85 /ft
- 8) Hershey Rd (south of Hamilton Rd only): \$85 /ft
- 9) Hamilton Rd: satisfied by the construction of the section of Hamilton Road according to the August 22, 2011 Amendment to the February 11, 2002 Annexation Agreement with Hershey Grove, LLC.
- 10) Parkland Dedication Fee: satisfied by the dedication of the area designated for Constitution trail and construction of sections of sidewalk and trail agreed to in the First Amendment (dated December 14, 2015) to the February 11, 2002 Annexation Agreement with Hershey Grove, LLC.

B. Performance Guarantee:

As per item #9 of the annexation agreement, developer is to post \$250,000 in revolving surety bond which will be held until all developments are completed and accepted. **NEW BOND NOT REQUIRED IF POSTED PREVIOUSLY.**

cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, City Engineer
Chris Tomerlin, Finance Dept.
file

DRAINAGE STATEMENT

I, Jeffrey M. Gastel, Registered Professional Engineer, and Brookridge Apartments LLC, being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become the "Ninth Addition to Brookridge Apartments Subdivision", in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



Jeffrey M. Gastel
Registered Professional Engineer No. 51694

OWNER:

BY: _____



CONSENT AGENDA ITEM NO. 8.K

FOR COUNCIL: October 26, 2020

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2021, to increase the Community Development Block Grant (CDBG) budget by \$631,100, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 4. Strong Neighborhoods
- Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 4d. Improved neighborhood infrastructure
- Objective 4c. Preservation of property/home valuations
- Objective 4b. Upgraded quality of older housing stock
- Objective 4a. Residents feeling safe in their homes and neighborhoods
- Objective 3a. Retention and growth of current local businesses

BACKGROUND: As an Entitlement Community, the City is eligible for funding from the US Department of Housing and Urban Development (HUD) for the provision of the Community Development Block Grant (CDBG) program. In recent years, HUD has not notified the City of its annual award amount until after the City's annual budget is approved. Therefore, the budget that staff develops each year is based on estimates using the current year's allocation. For FY21, the City's CDBG allocation was \$559,514 which is \$16,563 more than the previous year. These funds were not included in the City's FY21 approved budget.

Each year, there is usually \$100,000 - \$150,000 in CDBG funding from prior years that was not expended. These funds are known as carry-forward funding. Carry-forward funds result from a variety of factors such as projects being completed under budget and fewer housing rehabilitation and/or demolition projects being completed than anticipated. Due to COVID-19, the carry-forward balance was greater than usual for FY20 at \$285,393. These funds were not included in the City's FY21 approved budget.

The City received \$329,144 in CDBG-CV Round 1 funding as a result of the CARES Act. The City elected to use these funds, as well as some carry-forward funding, to support emergency aid programs for residents and small businesses. These funds were not included in the City's FY21 approved budget. The City will receive \$546,029 in CDBG-CV Round 2 funding. A budget amendment for the Round 2 funds will be requested at a later date.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: These funds were included in the Program Year 2020 CDBG Action Plan, which was available for public review starting May 22, 2020. A virtual public hearing was conducted on May 26, 2020 and written public comments were accepted from May 27 - June 1, 2020. Significant public outreach was conducted throughout the development process for the 2020-2024 Consolidated Plan, which includes the Program Year 2020 Action Plan.

FINANCIAL IMPACT: Revenues will increase in direct relation to the expenditures (\$631,100 each) resulting in a “net zero” financial impact to the City’s General Fund.

Please see the attached “Exhibit” for changes in revenues and expenditures by account.

Failure to approve the FY 2021 Budget Amendment request will result in the loss of use of \$631,100 in federal funding. Additionally, federal regulations require all entitlement communities maintain no more than 1.5 times its annual allocation in the US Treasury account. Failure to approve the FY 2021 Budget amendment request will affect the City’s ability to maintain compliance with the timely use of US Treasury funds and, ultimately, a reduction in future funding.

COMMUNITY DEVELOPMENT IMPACT: The above activities support the following goals within the City’s 2035 Comprehensive Plan 2035: H-1. Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington; H-1.2 Ensure an adequate supply of affordable housing for low and moderate income households; UEW-1: Provide quality public infrastructure within the City to protect public health, safety and the environment; HL-3: Ensure a health environment and accessibility of parks and open spaces; and HL-4 Continue to develop quality parks and recreational programming for all.

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

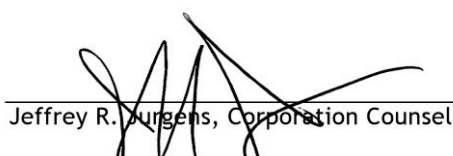
Reviewed by:


Melissa Horn, Economic and Community Development Director

10/19/2020


Chris Tomerlin, Budget Manager

10/19/2020

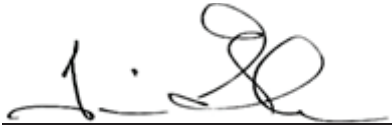

Jeffrey R. Jurgens, Corporation Counsel

10/19/2020


Tara Henry, Legislative Assistant

10/21/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 2B CARES ACT CDBG Notification Letter - Round 1
- E&CD 2C Ordinance FY 2021 CDBG Budget Amendment
- E&CD 2D Exhibit FY 2021 CDBG Budget Amendment



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

April 2, 2020

The Honorable Tari Renner
Mayor of Bloomington
109 E Olive Street
Bloomington, IL 61701-5217

Dear Mayor Renner:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department is immediately allocating \$2 billion based on the fiscal year 2020 CDBG formula. The remaining \$3 billion shall be allocated based on needs using best available data, in the following tranches: \$1 billion shall be allocated to States and insular areas within 45 days of enactment of the Cares Act, and \$2 billion shall be distributed to states and local governments at the discretion of the Secretary. Up to \$10 million will be set aside for technical assistance. Given the immediate needs faced by our communities, the Department has announced the first allocation of funds. Your jurisdiction's allocation is \$329,144.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the Secretary to grant waivers and alternative requirements of statutes and regulations the Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

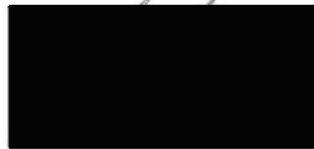
The Department is developing a notice that will further describes the CARES Act's provisions, a Quick Guide to the CARES Act flexibilities and other provisions, and other resources to enable swift implementation of CDBG-CV grants. As these become available, they will be

posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits. HUD will provide guidance and technical assistance on DOB and regarding prevention of fraud, waste, and abuse and documenting the impact of this program for beneficiaries.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,

A black rectangular box redacting the signature of John Gibbs.

John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development

ORDINANCE NO. 2020 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2021**

WHEREAS, on April 22, 2020 by Ordinance Number 2020-22, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2020 and Ending April 30, 2021, City of Bloomington, which Ordinance was approved by Mayor Tari Renner on April 23, 2020; and

WHEREAS, a Budget Amendment is needed as detailed below;

Amending the Fiscal Year 2021 Budget in the amount of \$631,100 to adjust the Community Development Block Grant (CDBG) fund, as requested by the Economic and Community Development Department.

Section One: Ordinance Number 2020-22 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2021) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2020-22 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2020-22.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 26th day of October 2020.

APPROVED this ____ day of October 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

FY 2021 Budget Amendment-Exhibit

Organization	Object	Project	Fund	Account Description	Amount	Comments
22402410	53110	50000	Community Development	CD Federal Grants Gen Admin	\$ (10,818.00)	
22402410	53110	51000	Community Development	CD Federal Grants Rehab	\$ (53,926.00)	
22402410	53110	52000	Community Development	CD Federal Grants Cap Imp	\$ (110,256.00)	
22402410	53110	53000	Community Development	CD Federal Grants Community Sv	\$ (456,100.00)	
22402410	70220	50000	Community Development	CD ADMIN Other Prof & Tech Svc	\$ 5,000.00	
22402410	70610	50000	Community Development	CD ADMIN Advertising	\$ 1,000.00	
22402410	70631	50000	Community Development	CD ADMIN Membership Dues	\$ 1,000.00	
22402410	71010	50000	Community Development	CD ADMIN Office Supplies	\$ 2,000.00	
22402410	71017	50000	Community Development	CD ADMIN Postage	\$ 1,318.00	
22402410	71420	50000	Community Development	CD ADMIN Periodicals	\$ 500.00	
22402430	70610	51000	Community Development	CD REHAB Advertising	\$ 2,000.00	
22402430	70611	50000	Community Development	CD REHAB Printing and Binding	\$ 3,000.00	
22402430	70632	51000	Community Development	CD REHAB Professional Develop	\$ 1,000.00	
22402430	70690	51000	Community Development	CD REHAB Other Purchased Svcs	\$ 9,322.00	
22402430	79020	51000	Community Development	CD REHAB Loans	\$ 38,604.00	
22402440	70651	52000	Community Development	CD CAP IMP Demolition	\$ 35,256.00	
22402440	70690	52000	Community Development	CD CAP IMP Other Purchased Svc	\$ 5,000.00	
22402440	72570	52000	Community Development	CD CAP IMP Park Const and Imp	\$ 70,000.00	
22402450	79130	53000	Community Development	CD COMM SVC Grants Pub Svcs	\$ 96,956.00	
22402450	79130	53100	Community Development	CD COMM SVC Grants - Pub Fac	\$ 30,000.00	
22402450	79130	73000	Community Development	CD COMM SVCS CARES Grant LMI	\$ 109,000.00	
22402450	79130	73100	Community Development	CD COMM SVCS CARES Grant URG	\$ 70,144.00	
22402450	79130	73200	Community Development	CD COMM SVCS CARES Grant BUS	\$ 150,000.00	
Net Transaction:					\$ -	



CONSENT AGENDA ITEM NO. 8.L

FOR COUNCIL: October 26, 2020

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 3

SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Located at the Southeast Corner of PIN: 22-09-476-002, Approximately 1.79 Acres, from P-2 Public Lands and Institutions To R-2 Mixed Residence District, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4d. Improved neighborhood infrastructure

BACKGROUND: The subject property, located at the northwest corner of Ireland Grove Road and N. 2100 East Road, is approximately 1.79 acres and is currently zoned P-2 Public Lands and Institutions. The subject property is part of the Grove Subdivision and is identified in the Comprehensive Plan as a Tier 1 Infill Redevelopment Priority. The property is undeveloped and has been vacant since its annexation in 2006. The applicant has requested that the City amend the zoning on the property from P-2 Public Lands and Institutions to R-2 Mixed Residence District to facilitate redevelopment with residential homes. The proposed zoning is consistent with the surrounding zoning and the remainder of the parcel. The Planning Commission held a public hearing on the map amendment on September 23, 2020 and recommended Council approve the rezoning request. The packet and agenda from the meeting are available online at <https://www.cityblm.org/Home/ShowDocument?id=25250>.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to improve an existing site. Staff is recommending action and approval, as this agenda item is routine in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Planning Commission held a public hearing on the proposed map amendment on September 23, 2020. Notice of the hearing was published in *The Pantagraph* on Monday September 4, 2020. Courtesy notices were also mailed to 21 adjacent property owners within 500 feet of the subject property. A full list of notified owners is included in the meeting documentation online at <https://www.cityblm.org/Home/ShowDocument?id=25250>. The public hearing was held virtually and live streamed at www.cityblm.org/live. A recording of the hearing is available for review on the City of Bloomington website. In addition to the mailed notices, a large metal sign was also placed on the property. No one outside of the applicant spoke in

favor of the petition. No one spoke against the petition. The Planning Commission unanimously recommended approval of the petition, consistent with the staff recommendation.

FINANCIAL IMPACT: The proposed map amendment will facilitate investment in property already annexed and served by City services. The map amendment could generate additional property tax revenues for the city.

COMMUNITY DEVELOPMENT IMPACT: This property is identified in the Comprehensive Plan as “Emerging” area. The “Future Land Use” Map identifies the subject property as low density residential and the Development Priorities map shows the area as a Tier 1 Infill Redevelopment Priority.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:


Melissa Hall, Economic and Community Development Director

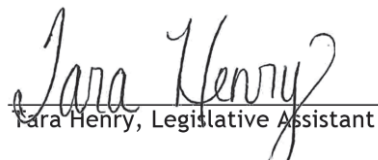
10/16/2020


Chris Tomertin, Budget Manager

10/16/2020

George Boyle
George Boyle, Assistant Corporation Counsel

10/20/2020


Tara Henry, Legislative Assistant

10/21/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 3B Grove Rezoning Ordinance
- E&CD 3C Draft Minutes 09.23.20_rezone

ORDINANCE NO. 2020 - _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF PIN: 22-09-476-002, APPROXIMATELY 1.79 ACRES, FROM P-2 PUBLIC LANDS AND INSTITUTIONS TO R-2 MIXED RESIDENCE DISTRICT

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to rezone the property legally described in Exhibit A and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition to rezone the Property from P-2 Public Lands and Institutions District to R-2 Mixed Residence District and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the petition to comply with the findings of fact guided by those purposes, standards and objectives of the City Code as set forth in Chapter 44 Division 17-6, E2; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning of the Property and zoning map amendment to R-2 Mixed Residence District; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to rezone said Property.

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. That the petition requesting to rezone the property legally described in Exhibit A, which is attached hereto and made part hereof by this reference, from P-2 Public Lands and Institutions District to R-2 Mixed Residence District is hereby approved.
3. That this Ordinance shall be in full force and effective as of the date of its passage and approval.

PASSED this 26th day of October 2020.

APPROVED this _____ day of October 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

southeast corner of PIN: 22-09-476-002

A part of the Southeast Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of said Southeast Quarter. From said Point of Beginning, thence north 887.10 feet along the East Line of said Southeast Quarter which forms an angle of 88°-59'-01" as measured from west to north with the South Line of said Southeast Quarter to the Southeast Corner of a 7.50 acre parcel of land conveyed to Rebecca Fish-White by deeds recorded December 7, 2005 as Document No. 2005-36869 and 2005-36870 in the McLean County Recorder's Office; thence east 494.04 feet along the South Line of said parcel of land which forms an angle to the right of 90°-00'-00" with the last described course to the Northeast Corner of Benjamin School Subdivision according to the plat recorded May 1, 2009 as Document No. 2009-12863 in said Recorder's Office; thence south 878.34 feet along the East Line of said Benjamin School Subdivision which forms an angle to the right of 90°-00'-00" with the last described course to the South Line of said Southeast Quarter; thence east 494.11 feet along said South Line of the Southeast Quarter which forms an angle to the right of 91°-00'-59" with the last described course to the Point of Beginning, containing 10.011 acres, more or less.



DRAFT
MINUTES

**PUBLISHED BY THE AUTHORITY OF
THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS
WEDNESDAY, SEPTEMBER 23, 2020, 4:00 P.M.
WWW.CITYBLM.ORG/LIVE**

This meeting was conducted under Governor Pritzker's Executive Order 2020-07, Section 6 implemented in response to COVID-19, which suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The Planning Commission convened in Regular Session virtually via Zoom conferencing with City Planner Katie Simpson, Chairperson Megan Headean and Commissioner Justin Boyd in-person in City Hall's Council Chambers at 4:02 p.m., Wednesday, September 23, 2020. The meeting was live streamed to the public at www.cityblm.org/live. The meeting was called to order by Chairperson Megan Headean.

Roll Call

Attendee Name	Title	Status
Ms. Megan Headean	Chair	Present
Mr. Tyson Mohr	Vice Chair	Present
Mr. Justin Boyd	Commissioner	Present
Mr. Thomas Krieger	Commissioner	Present
Ms. Megan McCann	Commissioner	Present
Mr. Mark Muehleck	Commissioner	Absent
Mr. David Stanczak	Commissioner	Present
Ms. Sheila Montney	Commissioner	Present
Mr. John Danenberger	Commissioner	Arrived at 4:06
Mr. George Boyle	Assistant Corporate Counsel	Present
Mr. Craig McBeath	Interim Information Systems Director	Present
Ms. Katie Simpson	City Planner	Present
Mr. Bob Mahrt	Community Development Director	Present

Regular Agenda

B. Z-17-20 Public Hearing, review and action on an application submitted by Eastlake, LLC to rezone the southeast portion (approximately 1.01 acres) of parcel 22-09-476-002 from P-2 Public Lands and Institutions to R-2 Mixed Residence District. (Ward 8)

Chairperson Headean introduced the case and asked for staff report.

Ms. Simpson stated that staff is recommending in favor of rezoning of the 1.01 acre

DRAFT
MEETING MINUTES

**PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS
WEDNESDAY SEPTEMBER 23, 2020**

portion in the Grove Subdivision. Staff finds that the petitions meet the Zoning Ordinance's map amendment guidelines for the R-2 Mixed Residence District. The subject property was annexed in the city and the annexation is still valid. Ms. Simpson gave an overview of the Grove subdivision & subject property along with the purpose and intent of the P-2 and R-2 Districts. An overview of the surrounding area and surrounding uses was provided stating the subject property is West of Benjamin Elementary School. The zoning amendment will allow for residential development and is consistent with the zoning north and west of the subject property.

Ms. Simpson shared the alignment with the Comprehensive Plan stating project as a Tier 1 emerging area supplying the Commission of the future development plan / future land use map. Zoning map amendment standards have been met.

Staff recommends the Planning Commission take the following actions/pass the following motions:

- A. That the Planning Commission establish a finding of fact.
- B. That Planning Commission recommend approval of the rezoning of the southeast corner of PIN: 22-09-476-002 (1.79 acres)

Questions by Commission for staff: Chairperson Headean inquired if there is a reason why the petitioner wouldn't request to rezone to R-1B? Staff indicated the R-1B could have been requested but would limit the proposed density of the project.

Chairperson Headean opened the public hearing. Ms. Elizabeth Megli was registered to speak.

Ms. Megli, attorney for petitioner, indicated interest stated by the petition to rezone subject property. Ms. Megli agreed with staff regarding appropriateness of this rezone, reducing density and staying more consistent with the other uses. The subject property has been vacant since 2006. There have been discussions contemplating the use of this land as a possible Daycare that has not come to fruition. The developer feels this is good use of property and will be consistent with the area.

Mr. Boyle confirmed Ms. Megli gave argument and underlining points made by Ms. Simpson no need to be sworn in unless there were questions by the Commission.

Mr. Neil Finlen - Available for questions/No Testimony

Mr. Tom Armstrong - Available for questions/No Testimony

There were no additional persons to speak for or against the petition. Chairperson Headean closed the public hearing at 4:39 p.m.

Chairperson Headean asked for Commission to consider the following motions: 1) Findings of Fact & 2) Approval of the Rezone.

Commissioner Montney made a motion, seconded by Commissioner Stanczak to approve the Findings of Fact as presented by staff. Roll call vote:

AYES: Danenberger; Krieger; Stanczak; Boyd; Mohr; McCann; Montney; and Chairperson Headean

NAYS:None.

MOTION carried.

Commissioner Boyd made a motion, seconded by Commissioner McCann to rezone the southeast portion (approximately 1.01 acres) of parcel 22-09-476-002 from P-2 to R-2. Roll call vote:

AYES: Danenberger; Krieger; Stanczak; Boyd; Mohr; McCann; Montney; and Chairperson Headean

NAYS: None.

MOTION carried.

DRAFT



CONSENT AGENDA ITEM NO. 8.M

FOR COUNCIL: October 26, 2020

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 3

SUBJECT: Consideration and action on an Ordinance Approving the Hershey Grove Subdivision Amended Preliminary Plan in the City of Bloomington, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4d. Improved neighborhood infrastructure

BACKGROUND: The subject property is approximately 5 acres, located north of Hamilton Road and east of Hershey Road. The property owner is requesting approval of an amended preliminary plan to allow for the continued development of the existing multifamily apartments. The subject property is zoned R-3B. The preliminary plan is required in order to subdivide and final plat the next phase of development. Council is also considering approval of a final plat this evening.

The Planning Commission held a public hearing on the proposed preliminary plan on September 23, 2020, and recommended Council approve the rezoning request. The packet and agenda from the meeting are available online at <https://www.cityblm.org/Home/ShowDocument?id=25250>.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to improve an existing site. Staff is recommending action and approval, as this agenda item is routine in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Planning Commission held a public hearing on the proposed preliminary plan on September 23, 2020. Notice of the hearing was published in *The Pantagraph* on Monday September 4, 2020. Courtesy notices were also mailed to 37 adjacent property owners within 500 feet of the subject property. A full list of notified owners is included in the meeting documentation online at <https://www.cityblm.org/Home/ShowDocument?id=25250>. The public hearing was held virtually and live streamed at <http://www.cityblm.org/live>. A recording of the hearing is available for review on the City of Bloomington website. In addition to the mailed notices, a large metal sign was also placed on the property. No one outside of the applicant spoke in

favor of the petition. No one spoke against the petition, however the Planning Division received an email prior to the hearing. The email was shared with the applicant and the Commission. The applicant addressed the email with their testimony at the hearing. The Planning Commission voted 7-0 to recommend approval of the petition, one commissioner recused himself from consideration of the proposed plan. This recommendation of the Commission is consistent with the staff recommendation.

FINANCIAL IMPACT: The preliminary plan is a prerequisite for subdividing the land. The City will collect impact fees at the time of the final plat. The preliminary plan furthers redevelopment of a vacant property and further investment in Bloomington. The development may result in additional tax revenues for the City.

COMMUNITY DEVELOPMENT IMPACT: Goal H-1. Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington. Objective H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits. Objective UEW-1.2b Prioritize new development where City services are available or can be extended efficiently and economically. Tier 1 Infill Development Priority in Bloomington's Emerging Area.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:


Melissa Holt, Economic and Community Development Director

10/19/2020


Chris Tomertin, Budget Manager

10/19/2020

George Boyle
George Boyle, Assistant Corporation Counsel

10/20/2020


Tara Henry, Legislative Assistant

10/21/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 4B Ordinance_Hershey Grove
- E&CD 4C Exhibit B_Amended Plan_Hershey Grove

- E&CD 4D Draft Minutes 09.23.20_Hershey Grove
- E&CD 4E Emailed public comment PC

ORDINANCE NO. 2020 - _____

**AN ORDINANCE APPROVING THE HERSHEY GROVE SUBDIVISION AMENDED
PRELIMINARY PLAN IN THE CITY OF BLOOMINGTON**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a preliminary plan for the land legally described in Exhibit A, attached hereto and made a part hereof by this reference;

WHEREAS, after proper notice, the City of Bloomington Planning Commission held a public hearing and determined said Petition to be valid and sufficient, and the preliminary plan titled "THE HERSHEY GROVE SUBDIVISION AMENDED PRELIMINARY PLAN" and dated August 25, 2020, and represented in Exhibit B attached hereto and made a part hereof by this reference, to be valid and sufficient, and in conformance with the requirements of the Bloomington City Code; and

WHEREAS, the Planning Commission recommended the City Council of the City of Bloomington approve said Petition and approve said plan; and

WHEREAS, the City Council has the authority approve this ordinance and said preliminary plan as requested in the petition.

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

1. That the above referenced recitals are hereby incorporated into and made part of this ordinance.
2. That the "HERSHEY GROVE SUBDIVISION AMENDED PRELIMINARY PLAN" dated August 25, 2020, is hereby approved.
3. That this Ordinance shall be in full force and effective as of the date of its passage and approval.

Passed this 26th day of October 2020.

Approved this ____ day of October 2020.

CITY OF BLOOMINGTON

ATTEST

Mayor Tari Renner

Leslie Smith-Yocum, City Clerk

Exhibit A
Legal Description

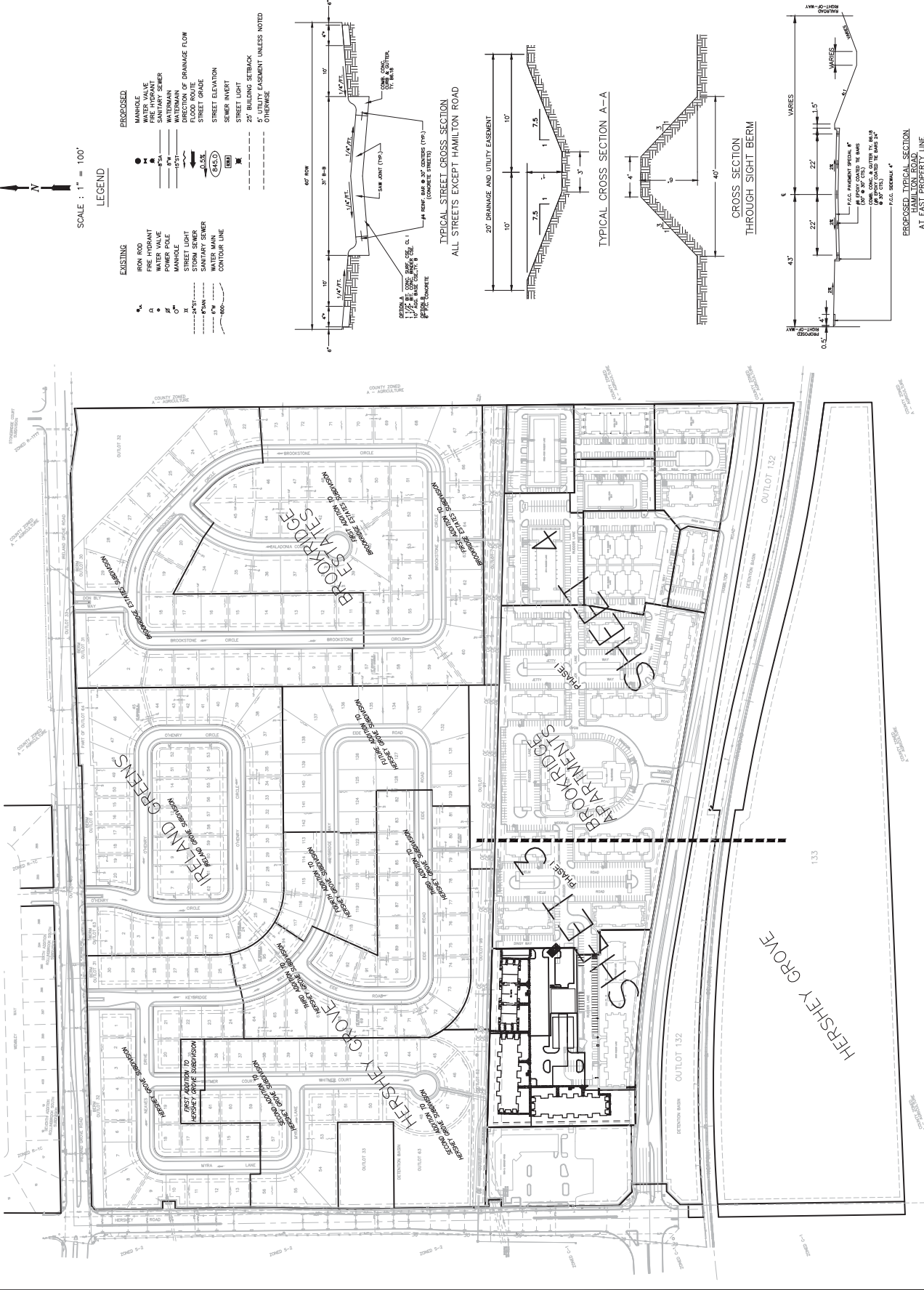
Outlot 20 in the Eighth Addition to Brookridge Apartments Subdivision in the City of Bloomington, McLean County, Illinois according to the Plat recorded July 19, 2016 as Document No. 2016-13186 in the McLean County Records Office.

DATE	DESCRIPTION
1. 4/23/02	PER D.I.M.
2. 5/23/02	AMENDED PLAN

Date:	2/16/02
Design/Drawn:	DAM/RLW
Approved:	DLA
Book No.:	2448
File No.:	24-68660

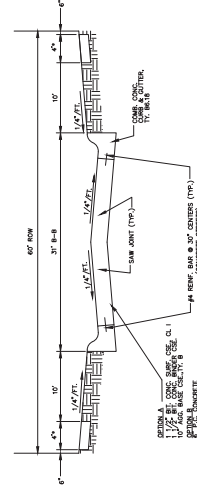
**HERSHEY GROVE
SUBDIVISION
BLOOMINGTON, ILLINOIS
AMENDED KEY MAP**

SHEET NUMBER:

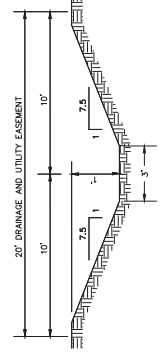


SCALE : 1" = 100'

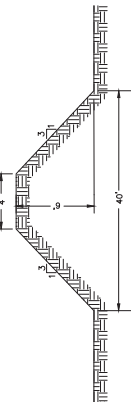
- EXISTING**
- IRON ROD
 - FIRE HYDRANT
 - WATER VALVE
 - POWER POLE
 - MANHOLE
 - STREET LIGHT
 - STORM SEWER
 - SEWER MANHOLE
 - WATER MAIN
 - CONTOUR LINE
- PROPOSED**
- MANHOLE
 - WATER VALVE
 - FIRE HYDRANT
 - WATER MAIN
 - STREET GRADE
 - STREET ELEVATION
 - SEWER INVERT
 - SEWER MANHOLE
 - 24" BUILDING SETBACK
 - 5' UTILITY EASEMENT UNLESS NOTED OTHERWISE



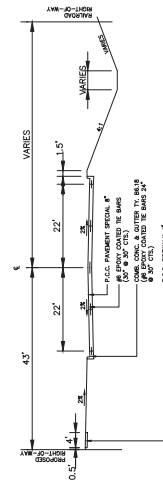
TYPICAL STREET CROSS SECTION
ALL STREETS EXCEPT HAMILTON ROAD



TYPICAL CROSS SECTION A-A



CROSS SECTION
THROUGH SIGHT BERM



PROPOSED TYPICAL SECTION
AT EAST PROPERTY LINE



DRAFT
MINUTES

**PUBLISHED BY THE AUTHORITY OF
THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS
WEDNESDAY, SEPTEMBER 23, 2020, 4:00 P.M.
WWW.CITYBLM.ORG/LIVE**

This meeting was conducted under Governor Pritzker's Executive Order 2020-07, Section 6 implemented in response to COVID-19, which suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The Planning Commission convened in Regular Session virtually via Zoom conferencing with City Planner Katie Simpson, Chairperson Megan Headean and Commissioner Justin Boyd in-person in City Hall's Council Chambers at 4:02 p.m., Wednesday, September 23, 2020. The meeting was live streamed to the public at www.cityblm.org/live. The meeting was called to order by Chairperson Megan Headean.

Roll Call

Attendee Name	Title	Status
Ms. Megan Headean	Chair	Present
Mr. Tyson Mohr	Vice Chair	Present
Mr. Justin Boyd	Commissioner	Present
Mr. Thomas Krieger	Commissioner	Present
Ms. Megan McCann	Commissioner	Present
Mr. Mark Muehleck	Commissioner	Absent
Mr. David Stanczak	Commissioner	Present
Ms. Sheila Montney	Commissioner	Present
Mr. John Danenberger	Commissioner	Arrived at 4:06
Mr. George Boyle	Assistant Corporate Counsel	Present
Mr. Craig McBeath	Interim Information Systems Director	Present
Ms. Katie Simpson	City Planner	Present
Mr. Bob Mahrt	Community Development Director	Present

Regular Agenda

A. PS-03-20 Public Hearing, review and action on an application submitted by Tentac Enterprises requesting approval of a preliminary plan to the Hershey Grove Subdivision titled "Hershey Grove Subdivision Amendment Preliminary Plan". (Ward 8)

Chairperson Headean introduced the case and asked for staff report.

DRAFT
MEETING MINUTES

**PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS
WEDNESDAY SEPTEMBER 23, 2020**

Commissioner Stanczak requested to recuse himself from any consideration on this case as he is an employee of Tentac Enterprises.

Ms. Simpson provided staff's in favor of reinstating the preliminary plan for the Hershey Grove Subdivision. Ms. Simpson explained the subject property is currently undeveloped and is part of the Hershey Grove Subdivision that consists of sub subdivision with attention to the Brookridge Apartment on the south side, approximately 5 acres which would allow for build out. The developer is proposing to build out in phases. Ms. Simpson shared existing zoning as R-3 B Multifamily Residential District with an aerial and zoning map included in staff presentation. The intent of the project is an allowed use in the R-3B District. The preliminary plan is intended to allow for development of a vacant property. Additional subdivision history was provided to the Commission.

Ms. Simpson shared with the Commission a question that arose regarding drainage and confirmed that drainage would be to the south with review of the drainage detention. There will be no drainage to the north of the subject property.

Ms. Simpson provided the Commission with the Link to the Comprehensive Plan indicated the project as a Tier 1 infill allowing additional housing options for future residents, providing the future map with development. The Tier 1 Infill Development is a Priority in Bloomington's Emerging Area.

Ms. Simpson indicated that staff feels the subdivision standards are met and staff recommends the Planning Commission pass the following motions.

1) Adopt the Findings of fact and 2) Recommend the City Council approve the preliminary plan for the Hershey Grove Subdivision Amended Preliminary Plan.

Questions by Commission for staff:

Commissioner Mohr inquired as to sidewalk access to the Commercial area and on Hamilton Rd. Ms. Simpson confirmed access and indicated the developer shows sidewalks in the purposed plan noting the Constitution trail connecting to sidewalk. Sidewalk appears on the site plan North on Hershey. Boyd confirmed sidewalk in said location. Mohr asked if there was additional access to the development from Hershey. Ms. Simpson confirmed existing access for the area and no additional outlet will be placed at Hershey, all circulation will be internal and connects back to Rudder.

Ms. Simpson shared the email from a nearby resident - entered into the record as Exhibit A. The email questions were shared with the petitioner via email by staff and consisted the following: 1) Concern of noise pollution as there is noise from the chiller plant and 2) Drainage concern.

Ms. Simpson will defer to the applicant regarding question 1 and felt question 2 was addressed in staff's presentation confirming drainage to the south not the north detention basin.

Chairperson Headean opened the public hearing at 4:18 p.m. Mr. David Fedor, petitioner was sworn for testimony. Mr. Fedor spoke on the proposed development stating this is a continuation of the current development moving forward with building out of the

last three buildings. This has been a gradual development as need arose. In regards to the question of noise, Mr. Fedor stated each additional residential section is similar to what is currently there. Mr. Fedor requested clarification of the Chiller question as he did not receive the email. Ms. Simpson shared the email in order to review the chiller question. Mr. Fedor stated there is not chiller plant at the current location and each unit has an individual HVAC unit. There are no intentions of placing a chiller plant in the future. Is it possible the noise is coming from State Farm Corporate South? Commissioner Mohr asked for clarification of the development name. Mr. Fedor stated the name of subdivision is Hershey Grove Subdivision and the entire apartment project itself is Brookridge apartments.

There were no additional persons to speak for or against the petition. Chairperson Headean closed the public hearing at 4:23 p.m.

Commission Discussion: There was none

Commissioner Montney made a motion, seconded by Commissioner Mohr, to accept the Findings of fact as presented in the staff report.

AYES: Dannenberger; Krieger; McCann; Mohr; Boyd; Montey; and Chairperson Headean

NAYS: None.

Motion carried.

Commissioner Krieger made a motion, seconded by Commissioner Danenberger to recommend the City Council approve the preliminary plan for the Hershey Grove Subdivision Amended Preliminary Plan.

Roll call vote:

AYES: Dannenberger; Krieger; McCann; Mohr; Boyd; Montney; and Chairperson Headean

NAYS: None.

Motion carried.

Bud < >

To: Public Comment <publiccomment@cityblm.org>

1. I have a concern about noise pollution. I can frequently hear the existing chiller plant so it is obviously not equipped with adequate noise reduction. Will these new apartments have another chiller plant and if so will there be adequate noise reduction and where will it be located?
2. Why are apartments in "Brookridge Apartments Subdivision" referred to as "Hershey Grove Subdivision"? Hershey Grove is an addition of single family homes with an active home owners association. If the apartments are to be associated with Hershey Grove Subdivision in any way...such as use of the storm water detention basin (owned by the HOA)...it would be subject to all restrictions, covenants, annual maintenance fees, etc.

Millard C. "Bud" Jorgenson

Websense: Click [here](#) to report this email as spam.



CONSENT AGENDA ITEM NO. 8.N

FOR COUNCIL: October 26, 2020

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 3

SUBJECT: Consideration and action on an Ordinance Approving the Grove on Kickapoo Creek Second Amended Preliminary Plan for Approximately 10 Acres North of Ireland Grove Road and West of N2100 East Road in the City of Bloomington, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4d. Improved neighborhood infrastructure

BACKGROUND: The subject property, located at the northwest corner of Ireland Grove Road and N. 2100 East Road, is approximately 10 acres and is currently zoned P-2 Public Lands and Institutions, and R-2 Mixed Residence District. The property owner has requested a map amendment for 1.79 acres zoned P-2 and would like to develop the entire site with single-family homes. The subject property is part of the Grove Subdivision and is identified in the Comprehensive Plan as a Tier 1 Infill Redevelopment Priority. The property is undeveloped and has been vacant since its annexation in 2006. The applicant has requested that the City amend the previously approved preliminary plan to facilitate redevelopment with residential homes. A preliminary plan is a concept plan for a subdivision. The plan is valid for three years and illustrates the lot layout, traffic circulation, and location of infrastructure.

The proposed amended preliminary plan shows 33 residential lots and one outlot that functions as a utility easement and 10' pedestrian connection to the adjacent Benjamin Elementary School. The proposed pedestrian connection also provides an alternative entrance into the subdivision for EMS and emergency vehicles if needed. The subdivision includes three public streets with sidewalk on both sides of the right-of-way. The proposed street names are similar to existing street names and will need to be revised before approving a final plat and/or accepting the street. The proposed subdivision will be served by an 8" watermain that loops into the Grove Subdivision water system, consistent with City Code. Originally, when the previous preliminary plan was approved, the intention was to oversize the infrastructure to serve future development on Bloomington's east side. Per the annexation agreement, the City would have been responsible for any costs above the City's minimum 8" watermain requirements. However, following adoption of the Comprehensive Plan in 2015, the City's growth paradigm has shifted and the City no longer anticipates the level of expansion contemplated prior to the 2008 recession. All infrastructure for this development will be constructed by the developer and its construction requires no financial

commitment from the City. The area is served by Unit 5 School District and students will attend the adjacent Benjamin Elementary School.

The Planning Commission held a public hearing on the proposed preliminary plan on September 23, 2020, and recommended Council approve the plan. The packet and agenda from the meeting are available online at <https://www.cityblm.org/Home/ShowDocument?id=25250>.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to improve an existing site. Staff is recommending action and approval, as this agenda item is routine in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Planning Commission held a public hearing on the proposed preliminary plan on September 23, 2020. Notice of the hearing was published in *The Pantagraph* on Monday September 4, 2020. Courtesy notices were also mailed to 21 adjacent property owners within 500 feet of the subject property. A full list of notified owners is included in the meeting documentation online at <https://www.cityblm.org/Home/ShowDocument?id=25250>. The public hearing was held virtually and live streamed at www.cityblm.org/live. A recording of the hearing is available for review on the City of Bloomington website. In addition to the mailed notices, a large metal sign was also placed on the property. No one outside of the applicant spoke in favor of the petition. No one spoke against the petition, however staff received an email prior to the meeting with questions regarding the proposed density. The email was shared with the Planning Commission and the applicant, and the applicant addressed the questions in their testimony. The Planning Commission recommended approval of the petition, consistent with the staff recommendation.

FINANCIAL IMPACT: The proposed preliminary plan is necessary to facilitate the subdivision of land. It encourages investment in property already annexed and served by City services and could generate additional property tax revenues for the city. The preliminary plan is valid for a period of three years. The City will collect tap-on fees after approval of a final plat.

COMMUNITY DEVELOPMENT IMPACT: This property is identified in the Comprehensive Plan as “Emerging” area. The “Future Land Use” Map identifies the subject property as low density residential and the Development Priorities map shows the area as a Tier 1 Infill Redevelopment Priority.

Respectfully submitted for Council consideration.

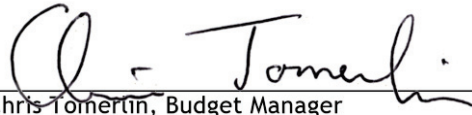
Prepared by: Katie Simpson, City Planner

Reviewed by:



Melissa Hall, Economic and Community Development Director

10/16/2020



Chris Tomerlin, Budget Manager

10/16/2020

George Boyle

George Boyle, Assistant Corporation Counsel

10/20/2020



Tara Henry, Legislative Assistant

10/21/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 5B Ordinance_The Grove Subdivision
- E&CD 5C Exhibit B_2020.10.14_C_The Grove 8th Addition_Preliminary Plan - 0201190.00
- E&CD 5D Draft Minutes 09.23.20_preliminary plan
- E&CD 5E Email comment submitted to PC

ORDINANCE NO. 2020 - ____

**AN ORDINANCE APPROVING THE GROVE ON KICKAPOO CREEK SECOND
AMENDED PRELIMINARY PLAN FOR APPROXIMATELY 10 ACRES NORTH
OF IRELAND GROVE ROAD AND WEST OF N2100 EAST ROAD IN THE
CITY OF BLOOMINGTON**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a preliminary plan for the land legally described in Exhibit A, attached hereto and made a part hereof by this reference;

WHEREAS, after proper notice, the City of Bloomington Planning Commission held a public hearing and determined said Petition to be valid and sufficient, and the preliminary plan titled "THE GROVE ON KICKAPOO CREEK SECOND AMENDED PRELIMINARY PLAN" and dated September 16, 2020, for 10 acres, more or less, and represented in Exhibit B attached hereto and made a part hereof by this reference, to be valid and sufficient, and in conformance with the requirements of the Bloomington City Code; and

WHEREAS, the Planning Commission recommended the City Council of the City of Bloomington to approve said Petition and approve said plan; and

WHEREAS, the City Council has the authority approve this ordinance and approve said preliminary plan as requested in the petition.

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

1. That the above referenced recitals are hereby incorporated into and made part of this ordinance.
2. That the "GROVE ON KICKAPOO CREEK SECOND AMENDED PRELIMINARY PLAN" for 10 acres, dated September 16 2020, is hereby approved.
3. That this Ordinance shall be in full force and effective as the date of its passage and approval.

PASSED this 26th day of October 2020.

APPROVED this ____ day of October 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT "A"

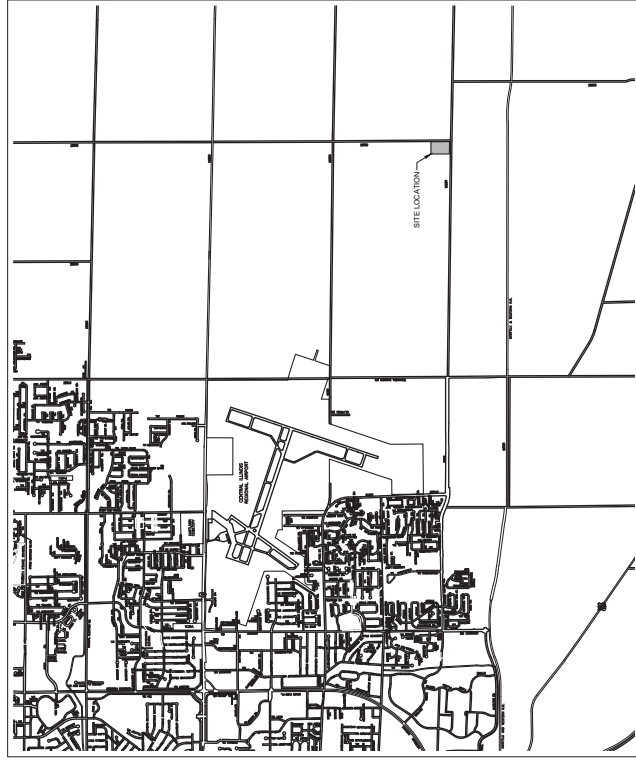
A part of the Southeast Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of said Southeast Quarter. From said Point of Beginning, thence north 887.10 feet along the East Line of said Southeast Quarter which forms an angle of $88^{\circ}59'-01''$ as measured from west to north with the South Line of said Southeast Quarter to the Southeast Corner of a 7.50 acre parcel of land conveyed to Rebecca Fish-White by deeds recorded December 7, 2005 as Document No. 2005-36869 and 2005-36870 in the McLean County Recorder's Office; thence east 494.04 feet along the South Line of said parcel of land which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Northeast Corner of Benjamin School Subdivision according to the plat recorded May 1, 2009 as Document No. 2009-12863 in said Recorder's Office; thence south 878.34 feet along the East Line of said Benjamin School Subdivision which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the South Line of said Southeast Quarter; thence east 494.11 feet along said South Line of the Southeast Quarter which forms an angle to the right of $91^{\circ}-00'-59''$ with the last described course to the Point of Beginning, containing 10.011 acres, more or less.

P.I.N. 22-09-476-002

The Grove on Kickapoo Creek Second Amended Preliminary Plan

Bloomington, Illinois
S.E. 1/4 SEC. 8, SEC. 9, T 23 N., R3E, 3 P.M.

LOCATION MAP

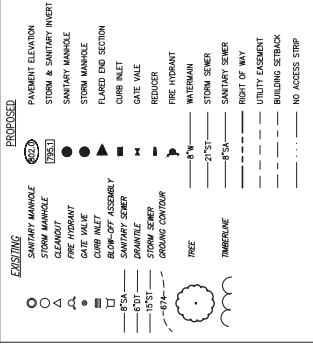


LEGAL DESCRIPTION

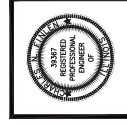
[illegible]

PIN 22.00.476.002

LEGEND



PROFESSIONAL REGISTRATIONS



THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION. I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

SIGNATURE: _____
NAME: C. NEIL FINLEN
DATE: _____
LICENSE RENEWAL DATE: 11/30/2021
PAGES OR DIVISIONS COVERED: _____

GENERAL NOTES

1. THE ENTIRE DEVELOPMENT CONTAINS AN AREA OF 46.71 ACRES (MORE OR LESS). THE SECOND AMENDMENT TO THE PRELIMINARY MAP DEALS WITH THE 12 ACRES ADJACENT TO AND EAST OF BUCKLEBUSH CIRCLE, CURRENTLY ZONED AS R2 AND R-2.
2. THE FORMER AREA ZONED S-2 (NOT DESIGNATED AS P-2) IS TO BE REZONED TO R2 TO ALLOW THE DEVELOPMENT OF SINGLE-FAMILY RESIDENTIAL LOTS AS SHOWN ON THE S-2 ZONING MAP.
3. THE REAR YARD SETBACK SHALL HAVE A 25-FT MINIMUM SETBACK WHILE THE FRONT YARD SHALL BE 25-FT MINIMUM WITH ALL SIDE SETBACKS BEING 10-FT MINIMUM.
4. THE ADJACENT ANNEKETS INCLUDE BUCKLEBUSH CIRCLE, COLDFEELS WAY, ACRES OWNED BY THE CITY OF KANSAS AND ORIGINAL PROPERTY OWNER. THERE ARE ALSO 20 ACRES, IMMEDIATELY WEST OF BUCKLEBUSH CIRCLE, DONATED BY THE CITY OF KANSAS FOR ACTIVE PARK USE WHICH IS ADJACENT TO THE 60 ACRES ALSO DONATED FOR THE STEAM REVISION OF AREA WHICH PROVIDES RECREATIONAL AND EDUCATIONAL USES.
5. THE CITY OF KANSAS HAS A 10-FOOT WIDE EASEMENT ON THE WEST SIDE OF THE ROAD TO THE CITY OF KANSAS FOR THE ROAD. THE EASEMENT AND UNDERLYING WATERS ARE OWNED BY THE CITY OF KANSAS FOR THE RECREATION AND EDUCATIONAL USES.
6. THE CITY OF KANSAS HAS A 10-FOOT WIDE EASEMENT ON THE WEST SIDE OF THE ROAD TO THE CITY OF KANSAS FOR THE ROAD. THE EASEMENT AND UNDERLYING WATERS ARE OWNED BY THE CITY OF KANSAS FOR THE RECREATION AND EDUCATIONAL USES.
7. ALL SANITARY SEWERS, STORM SEWERS, WATER MAIN, UTILITY AND STREET SHALL BE CONSTRUCTED IN PUBLIC RIGHT-OF-WAY AND/OR ASSESSMENTS. THESE UTILITIES / STREETS SHALL BE DEDICATED TO THE CITY OF KANSAS FOR THE MAINTENANCE AND OWNERSHIP.
8. NO DIRECT THROUGH ACCESS SHALL BE ALLOWED OF THE REAR ROAD (COUNTY HIGHWAY 1000) ON TOWNSHIP ROAD 210E.
9. TOPOGRAPHIC INFORMATION WAS OBTAINED BY FIELD SURVEYS DONE BY HANSHWORTH GROUP, INC. IN THE SUMMER OF 2020.
10. ALL SANITARY SEWER SERVICES TO BE PRIVATE.

SHEET LIST

- | | |
|---|--------------------|
| 1 | COVER SHEET |
| 2 | DEVELOPMENTAL PLAN |

CONTACT

DEVELOPER
 EASTLAKE A.C.C.
 1000 EASTLAKE ROAD
 BLOOMINGTON, ILLINOIS 61704
 309-275-3390

ATTORNEY
 ELIZABETH MCCOY
 1000 EASTLAKE STREET
 BLOOMINGTON, ILLINOIS 61701
 309-828-5288

ENGINEER
 C. NEL FINLEN, P.E.
 FARMISWORTH GROUP, INC.
 1000 EASTLAKE DRIVE
 BLOOMINGTON, ILLINOIS 61704

ENGINEER

C. NEIL FINLEN, P.E.
FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704

BENCHMARK

1. ("C")
INLETD SQUARE ON N.E. WINGWALL OF BRIDGE
OVER KICKAPOO CREEK ON IRLAND GROVE ROAD
APPROX. 0.729 MILES (944') WEST OF COUNTY ROAD 2100E.
U.S.G.S. ELEV. = 600.95
2. ("D")
CRISLED SQUARE ON CENTER OF NORTH HEADWALL OF
6.6' BOX CULVERT ON IRLAND GROVE ROAD
APPROX. 0.000 MILES (0') WEST OF COUNTY ROAD 2100E.
U.S.G.S. ELEV. = 678.00
3. ("E")
CRISLED SQUARE ON EAST END OF NORTH HEADWALL OF
6.6' BOX CULVERT ON IRLAND GROVE ROAD
APPROX. 0.000 MILES (0') WEST OF COUNTY ROAD 2100E.
U.S.G.S. ELEV. = 690.95

PROFESSIONAL REGISTRATIONS

RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE PLANNING
COMMISSION OF BLOOMINGTON, ILLINOIS:

"Notice is hereby given that this Amended Preliminary Plan of The Grove on Kickapoo Creek Subdivision shown hereon is recommended by the Planning Commission of Bloomington, Illinois, for City Council approval with the modifications contained in Appendix A (if any) which is attached hereto."

The Planning Commission of Bloomington, Illinois

Date: _____

By: _____

By: _____ Chairman

By: _____ Executive Secretary

NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF
BLOOMINGTON, ILLINOIS:

"The Amended Preliminary Plan of The Grove on Kickapoo Creek Subdivision shown hereon has received approval by the City Council of Bloomington, Illinois, subject to the modifications contained in Appendix A which is attached hereto."

The City Council of Bloomington, Illinois

Date: _____

By: _____ Mayor

Attest: _____

City Clerk _____

PROJECT NO.: 0201190.00

Design Firm Registration #184001856

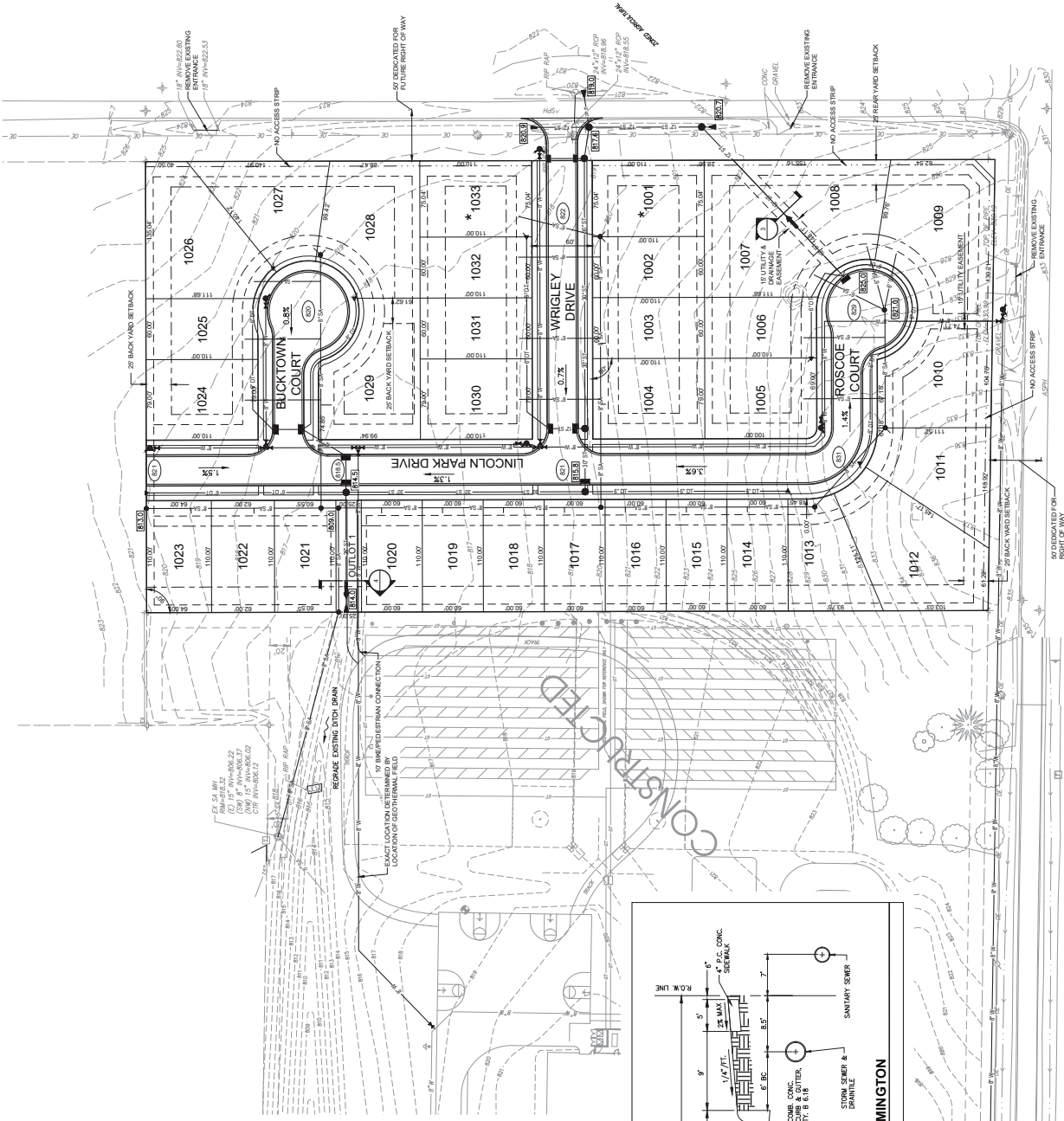
2709 McGraw Drive - Bloomington, Illinois 61704 - Phone: (309) 663-8435 / info@f-w.com

DATE: 10/14/2020



PROJECT NO.: 0201190.00

SCALE: NOT TO SCALE





DRAFT
MINUTES

**PUBLISHED BY THE AUTHORITY OF
THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS
WEDNESDAY, SEPTEMBER 23, 2020, 4:00 P.M.
WWW.CITYBLM.ORG/LIVE**

This meeting was conducted under Governor Pritzker's Executive Order 2020-07, Section 6 implemented in response to COVID-19, which suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The Planning Commission convened in Regular Session virtually via Zoom conferencing with City Planner Katie Simpson, Chairperson Megan Headean and Commissioner Justin Boyd in-person in City Hall's Council Chambers at 4:02 p.m., Wednesday, September 23, 2020. The meeting was live streamed to the public at www.cityblm.org/live. The meeting was called to order by Chairperson Megan Headean.

Roll Call

Attendee Name	Title	Status
Ms. Megan Headean	Chair	Present
Mr. Tyson Mohr	Vice Chair	Present
Mr. Justin Boyd	Commissioner	Present
Mr. Thomas Krieger	Commissioner	Present
Ms. Megan McCann	Commissioner	Present
Mr. Mark Muehleck	Commissioner	Absent
Mr. David Stanczak	Commissioner	Present
Ms. Sheila Montney	Commissioner	Present
Mr. John Danenberger	Commissioner	Arrived at 4:06
Mr. George Boyle	Assistant Corporate Counsel	Present
Mr. Craig McBeath	Interim Information Systems Director	Present
Ms. Katie Simpson	City Planner	Present
Mr. Bob Mahrt	Community Development Director	Present

C. PS-04-20 Public Hearing, review and action on a petition submitted by Eastlake, LLC requesting approval of a revision to the previously approved "The Grove on Kickapoo Creek First Amended Preliminary Plan" for a subdivision of the property located north of Ireland Grove Road and west of N2100 East Rd, adjacent to Benjamin Elementary School (10.011 acres more or less, PIN 22-09-476-002). (Ward 8)

Chairperson Headean introduced the case and asked for staff report.

DRAFT
MEETING MINUTES

**PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS
WEDNESDAY SEPTEMBER 23, 2020**

Ms. Simpson stated staff is in favor of the revision to the previously approved Amended Preliminary Plan. Ms. Simpson shared an overview of the subject property and proposed changes to the previously approved preliminary plan. Ms. Simpson stated that the developer agreed to place an access path between Benjamin Elementary School and the development. This will allow safe walking and additional emergency vehicle access. Additionally, the developer proposed a change to the water infrastructure reducing the size of the main from 16' to 8' which should ensure higher water quality. While also eliminating the cities oversight and expense related to originally proposed infrastructure enlargement.

Staff finds the standards of the subdivision to be met and is recommending in favor of the approval of the revision of the previously approved preliminary plan.

Staff recommends the Planning Commission pass the following motions
1) Establish a findings of fact and 2) Recommend the City Council approve the preliminary plan for the Grove 8th Addition, conditioned upon amending the street names prior to Council action

Questions by Commission for staff: None

Ms. Simpson stated that staff received questions via email. The email will be entered into record, as Exhibit A. The questions were 1) Proposed structures/types of housing, 2) number of families and 3) cost for infrastructure?

Chairperson Headean swore in for the record, Ms. Elizabeth Megli. Ms. Megli stated that the subdivision would have approximately 30 single family homes. Ms. Megli concurred with Ms. Simpson's statement in regards to there being no plans to enlarge the infrastructure at this time and no additional cost for the City.

Chairperson Headean swore in for the record, Mr. Neil Finlen, Farnsworth Group. Mr. Finlen stated the neighborhood would be developed with single family homes, 2.5 population density x 33 dwellings = 80 to 90 people. He expressed his appreciation of the timely reviews of the project by City Staff and a collaborate effort to resolve concerns. Mr. Finlen stated that the development of this project included detailed collaboration with Unit 5 School District.

Question from the Commission for the petitioner brought forward by Commissioner Mohr included: 1) total cost of infrastructure, 2) today's cost of future infrastructure maintenance and 3) proposed price points for the homes? Discussion ensued Mr. Finlen and Ms. Megli providing calculated infrastructure costs and that does not include future maintenance cost.

Mr. Finlen stated street names will be provided to City staff once established.

Chairperson Headean swore in for the record, Mr. Tom Armstrong, Developer. Mr. Armstrong was able to provide the potential price point of said homes at \$280 - \$300 possibly going higher but staying with same style and square footage with what is already in the area.

There were no additional persons to speak for or against the petition. Chairperson Headean closed the public hearing at 4:59 p.m.

Chairperson Headean asked for Commission to consider the following motions: 1) Findings of Fact & 2) Approval of a revision to the previously approved "The Grove on Kickapoo Creek First Amended Preliminary Plan and opened Commission discussion.

Commissioner Stanczak made a motion, seconded by Commissioner Boyd to adopt the Findings of Fact presented by staff.

There was general Commission discussion led by Commissioner Mohr regarding Findings of Fact A -. *To protect, provide and promote the public health, safety and general welfare of the City.* Discussion as to how the project does not promote the general welfare of the City regarding infrastructure costs in years to come. Commissioner Boyd recommended removing Findings of Fact A from the Findings of Fact.

Chairperson Headean is of the same opinion and would recommend the motion be amended with the removal of Findings of Fact - A as not approved.

Commissioner Stanczak made a motion, seconded by Commissioner Boyd to amend the motion and adopt the Findings of Fact omitting Findings of Fact - A.

Roll call vote:

AYES: Stanczak; Boyd; Mohr; McCann; Montney; Krieger; Danenberger; and Chairperson Headean

NAYS:None

MOTION carried.

Commissioner Stanczak made a motion, seconded by Krieger to recommend City Council approve the preliminary plan for the Grove 8th Addition, conditioned upon amending the street names prior to Council action.

Commissioner Mohr states he will be voting yes as the standards are being met but doesn't feel the development is financially sustainable and poses concerns to the safety of the roads and slow fire response time. Chairperson Headean stated she will be voting yes and noted the right turn lane on Towanda Barnes Road needs additional consideration by the City.

Roll call vote:

AYES: Stanczak; Boyd; Mohr; McCann; Montney; Krieger; Danenberger; and Chairperson Headean

NAYS: None

MOTION carried.

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CONSENT AGENDA ITEM NO. 8.0

FOR COUNCIL: October 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 7 in Block 4 in Camp Kickapoo, from Johnson Family Trust to the petitioners, KR&KJ Properties, LLC, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lease Transfer and Supplemental Agreement 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: Public Works is recommending the approval of a Petition and Supplemental Agreement for the Lake Bloomington Lease Transfer of Lot 7 in Block 4 in Camp Kickapoo, from Johnson Family Trust, to the petitioners, KR&KJ Properties, LLC. Lot 7 has a residence, a septic system, and four boat docks.

A licensed inspector, Daryl Tolan, inspected the septic system on August 11, 2020, and found the system to be in the following condition, as noted in an August 27, 2020, letter from the McLean County Health Department:

- ✦ The seepage field has been installed up to 4" deeper than allowed by current code. This may remain as is until the septic system is repaired or replaced.
- ✦ During the evaluation performed on May 11, 2020, there was up to 1" of water standing in the seepage trenches. Mr. Tolan re-evaluated the system on August 11, 2020 and noted that there was no water standing in the trenches.
- ✦ The pump chamber does not have dual pumps or adequate reserve volume above the pumping level of the chamber.

The lessees have entered into a supplemental agreement with the City of Bloomington to have the septic tank pumped at least once every three years and to have the septic system evaluated once every three years. The lessees will submit proof to the City of Bloomington by October 26, 2023, and once every three years following.

There are currently four boat docks on the subject lot. Pursuant to Ordinance 2018-87, passed by the City Council on October 8, 2018, boat docks are allowed on leased lots with a residence and a valid lease with the City of Bloomington, so long as the lessee obtains a permit.

City staff is aware of the heightened concerns regarding the current COVID-19 pandemic. However, this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

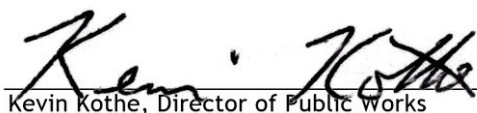
FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$574.28 per year in lease income and \$128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance - Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvements" on page 127.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:


Kevin Kothe, Director of Public Works

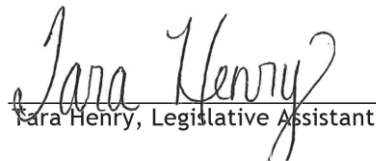
10/9/2020


Chris Tomerlin, Budget Manager

10/9/2020

George Boyle
George Boyle, Assistant Corporation Counsel

10/20/2020


Tara Henry, Legislative Assistant

10/21/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 1B Current Lease_Johnson Family Trust to KR&KJ Properties, LLC Lease Transfer 10262020

- PW 1C Property Manager Memo_Johnson Family Trust to KR&KJ Properties, LLC Lease Transfer 10262020
- PW 1D Petition_Johnson Family Trust to KR&KJ Properties, LLC Lease Transfer 10262020
- PW 1E Septic Information_Johnson Family Trust to KR&KJ Properties, LLC Lease Transfer 10262020
- PW 1F Agreement_Johnson Family Trust to KR&KJ Properties, LLC Lease Transfer 10262020
- PW 1G Supplemental Agreement_Johnson Family Trust to KR&KJ Properties, LLC Lease Transfer 10262020
- PW 1H Location Map_Johnson Family Trust to KR&KJ Properties, LLC Lease Transfer 10262020
- PW 1I Unrecorded Plat Map_Johnson Family Trust to KR&KJ Properties, LLC Lease Transfer 10262020_enlarged
- PW 1J Structure Map_Johnson Family Trust to KR&KJ Properties, LLC Lease Transfer 10262020
- PW 1K Photographs_Johnson Family Trust to KR&KJ Properties, LLC Lease Transfer 10262020

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 11th day of July, 20~~16~~ 17.

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Karla R. Farr, Trustee of the Johnson Family Trust dated May 16, 2016

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of 107 Oakview, Joliet, IL, County of Will, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 07 in Block 04 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing **(cross out the one that does not apply)** (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.
3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will re-

main in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of ____ ¢ (\$.____) per \$100 EAV.~~

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no resi-

dence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.
15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

[REDACTED]

Lessee Billing Address

[REDACTED]

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Tari Renner
Tari Renner, Mayor

[REDACTED]
Johnson Family Trust, Karla R. Farr, Trustee

Attest:

Cherry Lawson
Cherry Lawson, City Clerk

MEMORANDUM

September 28, 2020

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 7, Block 4 in Camp Kickapoo Lake Lease Transfer

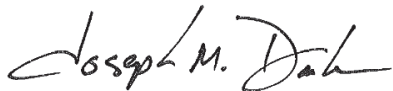
A Petition and Lake Lease Transfer request has been submitted for Lot 7, Block 4 in Camp Kickapoo, from Johnson Family Trust to the petitioner, KR&KJ Properties, LLC.

EAV for this property is \$143,570. The Lake Lease uses the current lake lease rate of \$0.40 per \$100.00 of EAV.

This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$574.28 per year in lease income and \$128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2020 Budget Book titled "Other Funds & Capital Improvements" on page 88.

Please feel free to contact me directly should you have any questions.

Sincerely,



Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2159 | Email: jdarter@cityblm.org



Lake Bloomington Lease Transfer Petition

That the purchase price and rentals having been paid to the City of Bloomington for:

LOT: 07 BLOCK 04 of Camp Kickapoo

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer the Lease on the above property;

From: (please print) Karla R. Farr, Trustee of the Johnson Family Trust dated May 16, 2016 (Seller Name)

To: (please print) KR & KJ Properties, LLC (Buyer Name)

Signatures of Sellers

Signatures of Sellers

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes (please print) KR & KJ Properties, LLC (Buyer) and respectfully shows that They became the purchaser of all right, title, and interests of Karla R. Farr, Trustee of the Johnson Family Trust dated May 16, 2016 (Seller) In and to the Lease made on the (Date) July 11, 2017 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) Karla R. Farr, Trustee of the Johnson Family Trust dated May 16, 2016 has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign, or transfer said premises without the written consent of the Lessor.

Petitioner therefor prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted

Signature of Buyer

Signature of Buyer



WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 07 BLOCK 04 CAMP
Kickapoo, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title, and interest of (Seller)Karla R. Farr, Trustee of the Johnson Family Trust dated May 16, 2016, in and to the premises known as LOT 07 BLOCK 04 in Camp Kickapoo, in McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, _____.

, Mayor

August 27, 2020

Johnson Family Trust


Re: Septic Permit #17-14016
Parcel #08-06-376-006
Lot 175, Lake Bloomington – Kickapoo Subdivision

To Whom it May Concern:

On August 26, 2020, this department received a septic system evaluation report from Mr. Daryl Tolan, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on May 11, 2020 and August 11, 2020 and the following deficiencies were noted:

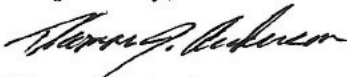
- The seepage field has been installed up to 4" deeper than allowed by current code. This may remain as is until the septic system is repaired or replaced.
- During the evaluation performed on May 11, 2020 there was up to 1" of water standing in the seepage trenches. Mr. Tolan re-evaluated the system on August 11, 2020 and noted that there was no water standing in the trenches.
- The pump chamber does not have dual pumps or adequate reserve volume above the pumping level of the chamber.

In summary, the septic tank was installed in 2017 and is now approximately three years old. The seepage field was installed in 1980 and is now approximately 40 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been used seasonally and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at <https://health.mcleancountyil.gov>.

If you have any questions, please contact Ms. Samantha Odenthal of this department at (309) 888-5482.

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Mr. Daryl Tolan, Tolans & Kindred Concrete & Excavating
Mr. Joe Darter, Water Department Property Manager
KR & KJ Properties, LLC

TJA:AC:du

AC-0601-20-198

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only

Log #: _____

Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly must be thoroughly documented on this report. Place all comments in the comment section on the last page.

*This evaluation is **NOT FINAL** until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.*

1. Current Owner Information:

Name: Johansen Family Trust

Address: _____

Phone #: Day: _____ Home: _____

2. Requestor Information:

Name: HR & KJ Properties LLC

Address: _____

Phone #: Day: _____ Home: _____

3. Property Information:

Parcel Number (Tax ID): 038-06-376-006

Date Evaluation Performed: 8-11-2020
5-11-2020

Address of property evaluated: _____ Sub. & Lot: 175 RICHARDSON LANE Blooming.

Permit available from Health Dept.: Yes ☒ No ☐ Permit Number: 17-14-016 AC PLACC 80-7446

4. Interview Information:

Person interviewed: _____

Age of home (years): 1927

Date last occupied: _____

Has tank ever been pumped: Yes ☐ No ☒

Original owner: Yes ☐ No ☒

Intended for seasonal use: Yes ☒ No ☐

Number of occupants: _____

If yes, how often: _____

5. Interior Evaluation:

Number of bedrooms: 1

Garbage disposal: Yes ☐ No ☒

Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒

Water softener discharges to: NA

Clothes washer discharges to: NA

Dishwasher discharges to: NA

Hot tub discharges to: NA

Basement plumbing fixtures:

Discharge locations:

a. _____

a. _____

b. _____

b. _____

c. _____

c. _____

d. _____

d. _____

Basement floor drains discharge to: NA

Garage floor drains discharge to: NA

Sump pit/pump discharges to: NA

Downspouts discharge to: None

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☐	Yes	No
Depth of soil to top of tank: <u>8 to 10</u> inches			Depth of soil to top of tank: _____ inches		
Tank has access within 12" of ground surface: ☒ ☐	☒	☐	Tank has access within 12" of ground surface: ☐ ☐	☐	☐
Size: <u>1000</u> gallons Type: _____			Size: _____ gallons Type: _____		
Meets current code: ☒ ☐	☒	☐	Meets current code: ☐ ☐	☐	☐
Tank lids in good condition: ☒ ☐	☒	☐	Tank lids in good condition: ☐ ☐	☐	☐
Inlet baffle in good condition: ☒ ☐	☒	☐	Inlet baffle in good condition: ☐ ☐	☐	☐
Evidence of solids on inlet baffle: ☐ ☒	☐	☒	Evidence of solids on inlet baffle: ☐ ☐	☐	☐
Outlet baffle in good condition: ☒ ☐	☒	☐	Outlet baffle in good condition: ☐ ☐	☐	☐
Evidence of solids on outlet baffle: ☐ ☒	☐	☒	Evidence of solids on outlet baffle: ☐ ☐	☐	☐
Water standing in outlet: ☐ ☒	☐	☒	Water standing in outlet: ☐ ☐	☐	☐
Water level below outlet: ☐ ☒	☐	☒	Water level below outlet: ☐ ☐	☐	☐
Tank needs to be pumped: ☐ ☒	☐	☒	Tank needs to be pumped: ☐ ☐	☐	☐
Outlet device/filter on tank: ☐ ☒	☐	☒	Outlet device/filter on tank: ☐ ☐	☐	☐
Type: _____			Type: _____		
Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☒			Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☐		

B. SEEPAGE FIELD -- This Section N/A ☐

Depth to top of field: 8 inches to 32 inches

Square feet of field: 303 square feet

Meets current code sizing requirements: ☒ ☐

Seepage standing on ground surface: ☐ ☒

Lush vegetation or saturated soil on or near seepage field area: ☐ ☒

Evidence that water has ponded over seepage field or the soil is saturated: ☐ ☒

Solids or "carry over" material present in the rock or bedding material: ☐ ☒

Depth of water in trench: 1 inches

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A ☒

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code? ☐ ☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: _____ inches to _____ inches

Square feet of bed: _____ square feet

Meets current code sizing requirements: ☐ ☐

Seepage standing on ground surface: ☐ ☐

Lush vegetation or saturated soil on or near seepage bed area: ☐ ☐

Evidence water has ponded over seepage bed or is soil saturated: ☐ ☐

Solids or "carry over" material present in the rock or bedding material: ☐ ☐

Depth of water in the bed: _____ inches

E. SAND FILTER -- This Section N/A ☒

Minimum soil cover depth to top of sand filter: _____ inches

Square feet of sand filter: _____ square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	☐	☐
Meets current code sizing requirements:	☐	☐
Seepage standing on ground surface over filter:	☐	☐
Lush vegetation on or near sand filter:	☐	☐
Evidence if water has ponded over sand filter:	☐	☐
Sand filter vented as required:	☐	☐
Vent in good repair:	☐	☐
Chlorinator with screw on cap present:	☐	☐
Chlorinator tube with corrosion resistant handle present:	☐	☐
Evidence of chlorination:	☐	☐
Evidence of restricted flow in chlorinator:	☐	☐
Sample port with screw on cap present:	☐	☐
Where does the contact tank discharge to: (Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)	_____	

F. PUMP OR LIFT STATION -- This Section N/A ☐

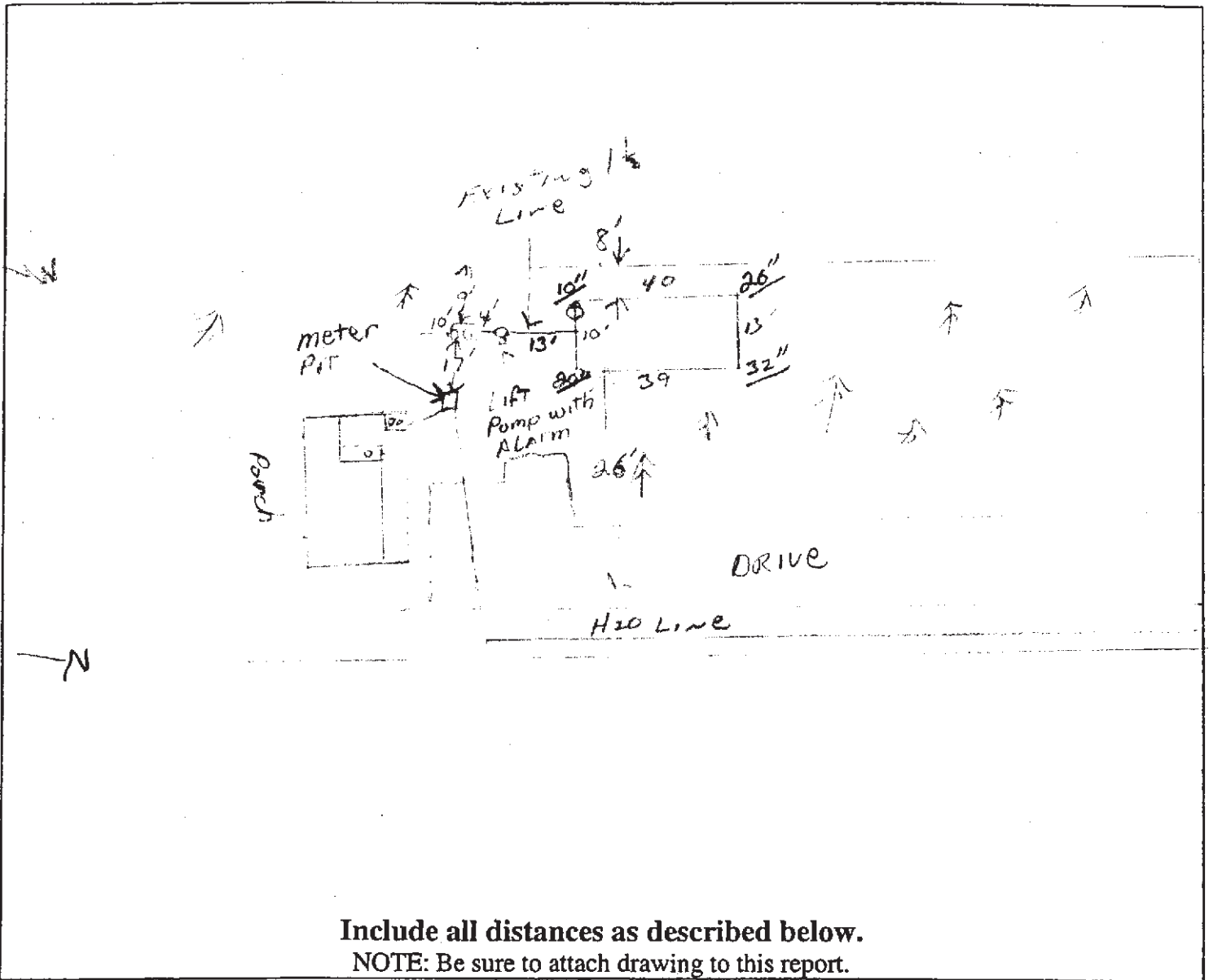
	Yes	No
Pump chamber an approved design:	☐	☐
Chamber volume 1.5 times the daily flow:	☐	☒
Is there a dual pump:	☐	☒
Alarm present:	☒	☐
Alarm location: <u>AT PIT</u>		
Alarm properly working with audio and visual functions:	☒	☐

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

	Yes	No
Pump running at time of inspection:	☐	☐
Current maintenance contract in place:	☐	☐
Who is maintenance contract with: _____		
Alarm present:	☐	☐
Alarm location: _____		
Alarm properly working with audio and visual functions:	☐	☐
Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____		
If other, what method of chlorination is used: _____		
Chlorinator with screw on cap present:	☐	☐
Chlorinator tube with corrosion resistant handle present:	☐	☐
Evidence of chlorination:	☐	☐
Where does the contact tank discharge to: (Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)	_____	



The following distances must be verified to ensure all the information is correct and available in the future.		
*Well or cistern to: ☒ N/A	*Geothermal unit to: ☒ N/A	*Building to: ☐
Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	Septic tank: <u>28</u> feet Seepage system: <u>40+</u> feet Sand filter: <u>—</u> feet Effluent tile: <u>—</u> feet Effluent discharge: <u>—</u> feet Geothermal unit: <u>—</u> feet Aerobic unit: <u>—</u> feet
*Water line to: ☐	*Body of water to: ☒ N/A	
Septic tank: <u>17</u> feet Seepage system: <u>26</u> feet Sand filter: <u>—</u> feet Effluent tile: <u>—</u> feet Effluent discharge: <u>—</u> feet Aerobic unit: <u>—</u> feet	Septic tank: <u>50+</u> feet Seepage system: <u>75+</u> feet Sand filter: <u>—</u> feet Effluent tile: <u>—</u> feet Effluent discharge: <u>—</u> feet Aerobic unit: <u>—</u> feet	

Comments:

This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

5-11-2020-8-11-2020

I did a reinspection AT [REDACTED]
LK Blm - Kickepoos Lot 175

Dug up Tank, INlet & out let & water Level was OK. Does not need Pumping. The Lift pump alarm was readjusted to right Level

The septic field I dug up & there was about 1" of water. But we had a lot of rain a couple days before. On the 8-11-20 I dug it up again and it was dry, I took pictures of this if you need to see them.

There was very little residue in the pipe. Root was clean

The water is turned off in off season

In the cabin there is no hot water. Only Toilet, water level was right, sink & kitchen sink.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee of how the sewage disposal system may function at any time in the future.

DARYL L TOLAN

Inspector Name (print)

Daryl Tolan

Signature

8-11-20

Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____, ~~2019~~ - Correction by JMD 2020
between the City of Bloomington, a municipal corporation,
of McLean County, Illinois, hereinafter called CITY and
KR & KJ Properties, LLC

(if more than one Lessee, cross out 2 of the following
that do not apply) ~~(as joint tenants)~~ ~~(as tenants in common)~~
~~(as tenants by the entirety)~~ [REDACTED]
County of Will, State of Illinois, hereinafter called "Les-
see,"

WITNESSETH

In consideration of the mutual covenants hereinafter con-
tained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following
described real estate owned by the City in the vicini-
ty of Lake Bloomington, Illinois as follows:

Lot 07 in Block 04 in Camp Kickapoo according to the
private unrecorded plat of the ground belonging to the City located around Lake Bloomington in
Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one
that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease)
and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review
by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once
City staff has completed the updates to the lease form, it will be provided to you and will
thereafter be subject to City Council approval. Note for leases with an end date, prior to
this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a
change in the rental rate of this transfer and therefore, the rate change will also be applied
to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, ~~on or before the first day of January of each
year, the amount designated hereafter:~~

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate
of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, in-
cluding land and improvements, as determined by the Supervisor of Assessments of

McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

KR & KJ Properties, LLC

[REDACTED]

[REDACTED]

Lessee Billing Address

KR & KJ Properties, LLC

[REDACTED]

[REDACTED]

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Its Mayor

[REDACTED]
KR & KJ Properties, LLC

Attest:

City Clerk

SUPPLEMENTAL ATTACHMENT TO LAKE BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and KR&KJ Properties, LLC, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lot 7 in Block 4 in Camp Kickapoo and enforceable under the terms of said lease.

1. Septic tank(s) are to be pumped no later than October 26, 2023, and once every three years following. Proof of pumping shall be submitted to the City of Bloomington.
2. Septic System shall be evaluated by a McLean County Health Department approved septic evaluator no later than October 26, 2023, and once every three years following. Proof of evaluation shall be submitted to the City of Bloomington.
3. This supplement lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as the terms of the lease.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Tari Renner, Mayor

ATTEST: _____
Leslie Smith-Yocum, City Clerk

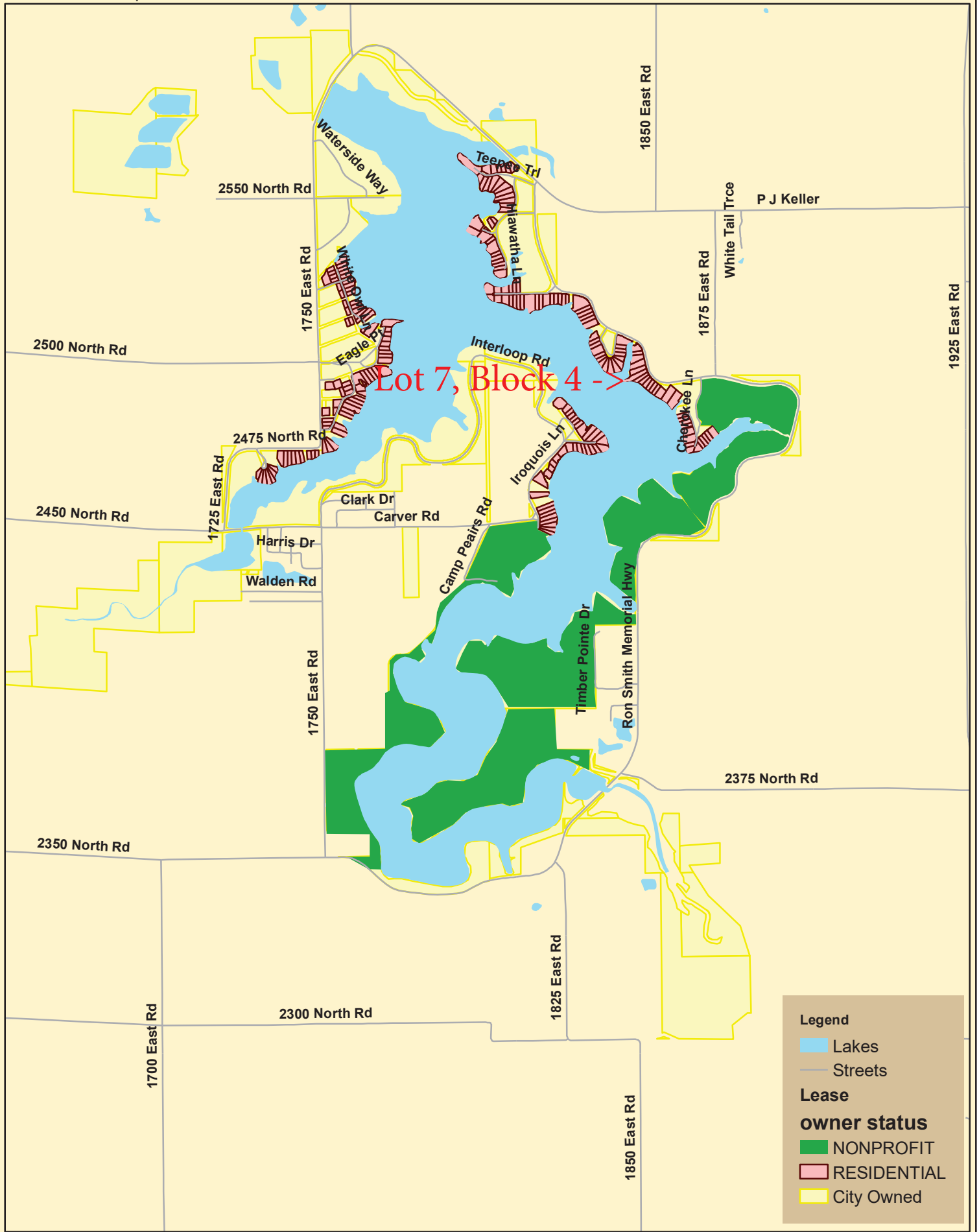
LESSEES:

Karla Farr, Trustee

Lake Bloomington Lease Map



0 1,000 2,000 Feet



CAMP KICKAPOO

ON EAST SHORE OF
LAKE BLOOMINGTON

SCALE IN FEET
0 100 200 300 400 500

LEGEND
 O Concrete Pier (1961)
 X Ship Mo.
 K133 MAILING ADDRESS, 1966

LOTS 1 & 2 - REMAINS OF LOTS 3 & 4
 Block 4 Camp Kickapoo
 (1961)

<- Lot 7 Block 4

Lot 7 Block 4 Structure Map

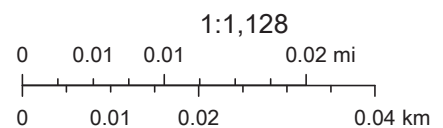


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◆ Address - Full

PIN

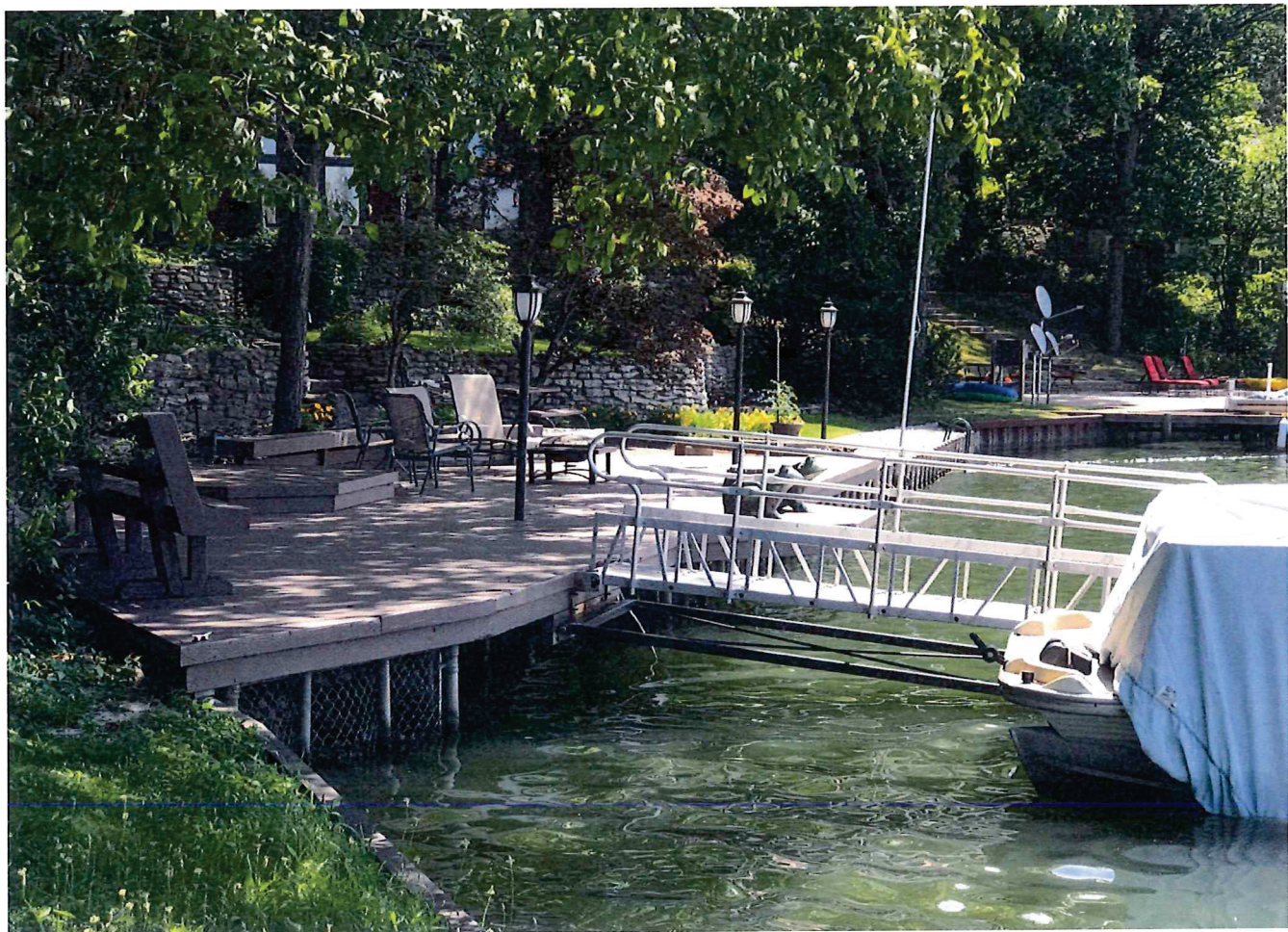
□ Parcels



McGIS, McLean County Museum of History











CONSENT AGENDA ITEM NO. 8.P

FOR COUNCIL: October 26, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer and Supplemental Agreement for Lot 9 in Block 4 of Camp Kickapoo, from Ross M. Clark, to the petitioners, Ross M. and Angela M. Clark, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lease Transfer and Supplemental Agreement 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: Public Works is recommending the approval of a Petition for the Lake Bloomington Lease Transfer and Supplemental Agreement of Lot 9 in Block 4 of Camp Kickapoo, from Ross M. Clark, to the petitioner, Ross M. and Angela M. Clark. Lot 9 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on August 25, 2020, and found the system to be in good repair. However, as noted in an August 26, 2020, letter from the McLean County Health Department, some repairs and maintenance are required:

❖ The sand filter is a minimum of 167 square feet too small. This may remain as is until the septic system is repaired or replaced.

Please see the attached supplemental agreement. The lessees have entered into a supplemental agreement with the City of Bloomington to have the septic tank pumped at least once every three years and to have the septic system evaluated once every three years. The lessees will submit proof to the City of Bloomington by October 26, 2023, and once every three years following.

There is currently a boat dock on the subject lot. Pursuant to Ordinance 2018-87, passed by the City Council on October 8, 2018, boat docks are allowed on leased lots with a residence and a valid lease with the City of Bloomington, so long as they obtain a permit.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

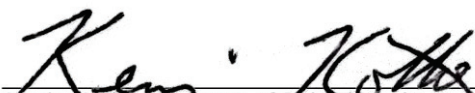
FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$698.11 per year in lease income and \$128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on page 127.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents.

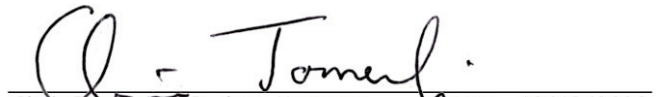
Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

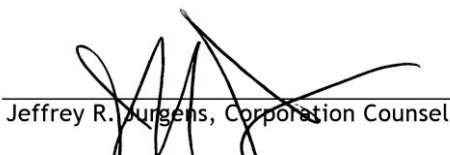
Reviewed by:


Kevin Kothe, Director of Public Works

10/9/2020


Chris Tomerlin, Budget Manager

10/12/2020


Jeffrey R. Jurgens, Corporation Counsel

10/12/2020


Tara Henry, Legislative Assistant

10/21/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 3B Current Lease_Clark to Clark Lake Lease Transfer 10262020
- PW 3C Property Manager Memo_Clark to Clark Lake Lease Transfer 10262020
- PW 3D Petition_Clark to Clark Lake Lease Transfer 10262020
- PW 3E Septic Information_Clark to Clark Lake Lease Transfer 10262020
- PW 3F Agreement_Clark to Clark Lake Lease Transfer 10262020
- PW 3G Supplemental Agreement_Clark to Clark Lake Lease Transfer 10262020
- PW 3H Location Map_Clark to Clark Lake Lease Transfer 10262020

- PW 3I Unrecorded Plat Map_Clark to Clark Lake Lease Transfer 10262020
- PW 3J Structure Map_Clark to Clark Lake Lease Transfer 10262020
- PW 3K Photograph_Clark to Clark Lake Lease Transfer 10262020

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 28th day of June, 2016

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and

Ross Clark

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of , Littleton, County of Jefferson, State of Colorado ~~County of McLean, State of Illinois~~, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 9 in Block 4 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois. 08-07-126-001

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (~~cross out the one that does not apply~~) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) ~~If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100

EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.~~

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.
15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between

City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Ross Clark

[REDACTED]

Lessee Billing Address

Ross Clark

[REDACTED]

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Tari Renner
Tari Renner, Mayor

[REDACTED]

Attest:

Cherry Lawson
Cherry Lawson, City Clerk

MEMORANDUM

October 5, 2020

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 9, Block 4 in Camp Kickapoo Lake Lease Transfer

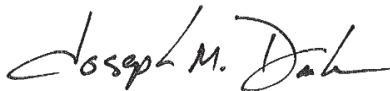
A Petition and Lake Lease Transfer request has been submitted for Lot 9, Block 4 in Camp Kickapoo, from Ross M. Clark to the petitioner, Ross M. and Angela M. Clark.

EAV for this property is \$174,527. The Lake Lease uses the current lake lease rate of \$0.40 per \$100.00 of EAV.

This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$698.11 per year in lease income and \$128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2020 Budget Book titled "Other Funds & Capital Improvements" on page 88.

Please feel free to contact me directly should you have any questions.

Sincerely,



Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2159 | Email:jdarter@cityblm.org

Lake Bloomington Lease Transfer Petition

That the purchase price and rentals having been paid to the City of Bloomington for:

LOT: 9 BLOCK 4 of Camp Kickapoo

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer the Lease on the above property;

From: (please print) Ross Clark (Seller Name)

To: (please print) Ross M. Clark & Angela M. Clark, husband and wife, as (Buyer Name)
joint tenants with full right of survivorship

Signatures of Sellers X

Ross Clark

Signatures of Sellers _____

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes (please print) Ross M. Clark & Angela M. Clark, husband & wife (Buyer) and

respectfully shows that He/She/They became the purchaser of all right, title, and interests of

Ross Clark

(Seller) In and to the Lease made on the

(Date) 06/28/2016 upon the above property, all located in McLean County, Illinois, together with all the

improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said

(Seller) Ross Clark has executed deed of transfer of their interest in

said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign, or transfer said premises without the written consent of the Lessor.

Petitioner therefor prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted

Signature of Buyer X

Ross M. Clark

Signature of Buyer X

Angela M. Clark

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 9 BLOCK 4 CAMP Kickapoo,
OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title, and interest of (Seller) Ross Clark, in and to the premises known as LOT 9 BLOCK 4 in Camp Kickapoo, in McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, 2020.

, Mayor

Buyer's Contact Information

Name: Ross M. Clark Name: Angela M. Clark
(Please Print) (Please Print)

Home Phone Number: [REDACTED] Cell Number: [REDACTED]

Email Address: [REDACTED]
(Please Print)

Alternative Address: [REDACTED]
(Please Print)

City: [REDACTED]
(Please Print)

State: [REDACTED]
(Please Print)

Zip Code: [REDACTED]
(Please Print)

August 27, 2020

Mr. Ross Clark
[REDACTED]

Re: Septic Permit #94-9081
Parcel #08-07-126-001
Lot 177, Lake Bloomington - Kickapoo Subdivision

Dear Mr. Clark:

On August 26, 2020, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on August 25, 2020 and the following deficiency was noted:

- The sand filter is a minimum of 167 square feet too small. This may remain as is until the septic system is repaired or replaced.

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State-wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at <https://health.mcleancountyil.gov/>
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.

Mr. Ross Clark
August 27, 2020
Page 2

5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the IDPH for systems constructed prior to February 10, 2014.

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply
2000 South Bunn Street
Bloomington, IL 61704
Phone: (309) 828-8313

Tolan's Excavating
2903 Gill Street
Bloomington, IL 61704
Phone: (309) 663-0191

Shoemaker Farm Drainage
202 W. Pine Street
LeRoy, IL 61752
Phone: (309) 962-3108

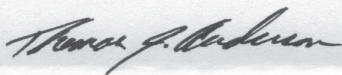
Zeschke Septic Cleaning
2408 Greyhound Road
Bloomington, IL 61704
Phone: (309) 808-2776

In summary, the septic system was installed in 1994 and is now approximately 26 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been used seasonally and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at <https://health.mcleancountyil.gov>.

If you have any questions, please contact Ms. Samantha Odenthal of this department at (309) 888-5482.

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Joe Darter, Water Department Property Manager

TJA:AC:du

AC-0601-20-197

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only

Log #: _____

Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

This evaluation is NOT FINAL until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.

1. Current Owner Information:

Name: Ross Clark

Address: _____

Phone #: Day _____ Home _____

2. Requestor Information:

Name: same

Address: _____

Phone #: Day _____ Home _____

3. Property Information:

Parcel Number (Tax ID): () 08-07-126-001

Date Evaluation Performed: 08-25-20

Address of property evaluated: _____

Sub. & Lot: _____

Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 94-9081

4. Interview Information:

Person interviewed: Ross Clark

Original owner: _____

Yes ☐ No ☒

Age of home (years): 51

Intended for seasonal use: _____

Yes ☒ No ☐

Date last occupied: currently

Number of occupants: 2

Has tank ever been pumped: Yes ☐ No ☒

If yes, how often: _____

5. Interior Evaluation:

Number of bedrooms: 3

Garbage disposal: Yes ☐ No ☒

Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒

Water softener discharges to: n/a

Clothes washer discharges to: septic

Dishwasher discharges to: septic

Hot tub discharges to: n/a

Basement plumbing fixtures:

Discharge locations:

a. n/a

a. _____

b. _____

b. _____

c. _____

c. _____

d. _____

d. _____

Basement floor drains discharge to: n/a

Garage floor drains discharge to: n/a

Sump pit/pump discharges to: n/a

Downspouts discharge to: ground surface

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐		Yes	No	Tank Two: N/A ☒		Yes	No
Depth of soil to top of tank: 10 inches				Depth of soil to top of tank: _____ inches			
Tank has access within 12" of ground surface		☒	☐	Tank has access within 12" of ground surface		☐	☐
Size: 1000 gallons Type: _____				Size: _____ gallons Type: _____			
Meets current code:		☒	☐	Meets current code:		☐	☐
Tank lids in good condition:		☒	☐	Tank lids in good condition:		☐	☐
Inlet baffle in good condition:		☒	☐	Inlet baffle in good condition:		☐	☐
Evidence of solids on inlet baffle:		☐	☒	Evidence of solids on inlet baffle:		☐	☐
Outlet baffle in good condition:		☒	☐	Outlet baffle in good condition:		☐	☐
Evidence of solids on outlet baffle:		☐	☒	Evidence of solids on outlet baffle:		☐	☐
Water standing in outlet:		☐	☒	Water standing in outlet:		☐	☐
Water level below outlet:		☐	☒	Water level below outlet:		☐	☐
Tank needs to be pumped:		☐	☒	Tank needs to be pumped:		☐	☐
Outlet device/filter on tank:		☐	☒	Outlet device/filter on tank:		☐	☐
Type: _____				Type: _____			
Back flow into tank from system after pumping:				Back flow into tank from system after pumping:			
Yes ☐ No ☐ N/A ☐				Yes ☐ No ☐ N/A ☐			

B. SEEPAGE FIELD -- This Section N/A ☒

Depth to top of field: _____ inches to _____ inches

Square feet of field: _____ square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

Lush vegetation or saturated soil on or near seepage field area:

Evidence that water has ponded over seepage field or the soil is saturated:

Solids or "carry over" material present in the rock or bedding material:

Depth of water in trench : _____ inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A ☒

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?

Yes	No
☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: _____ inches to _____ inches

Square feet of bed: _____ square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

Lush vegetation or saturated soil on or near seepage bed area:

Evidence water has ponded over seepage bed or is soil saturated:

Solids or "carry over" material present in the rock or bedding material:

Depth of water in bed : _____ inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: 22 inches

Square feet of sand filter: 433 square feet

Is water standing in the distribution pipes or in the rock that surrounds the pipe:

Yes No

☐ ☒

Meets current code sizing requirements:

☐ ☒

Seepage standing on ground surface over filter:

☐ ☒

Lush vegetation on or near sand filter:

☐ ☒

Evidence if water has ponded over sand filter:

☐ ☒

Sand filter vented as required:

☒ ☐

Vent in good repair:

☒ ☐

Chlorinator with screw on cap present:

☒ ☐

Chlorinator tube with corrosion resistant handle present:

☒ ☐

Evidence of chlorination:

☒ ☐

Evidence of restricted flow in chlorinator:

☒ ☐

Sample port with screw on cap present:

☐ ☒

Where does the contact tank discharge to: (Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.): rock trench

☒ ☐

F. PUMP OR LIFT STATION -- This Section N/A ☒

Pump chamber an approved design:

Yes No

☐ ☐

Chamber volume 1.5 times the daily flow:

☐ ☐

Is there a dual pump:

☐ ☐

Alarm present:

☐ ☐

Alarm location:

☐ ☐

Alarm properly working with audio and visual functions:

☐ ☐

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

Pump running at time of inspection:

Yes No

☐ ☐

Current maintenance contract in place:

☐ ☐

Who is maintenance contract with:

Alarm present:

☐ ☐

Alarm location:

☐ ☐

Alarm properly working with audio and visual functions:

☐ ☐

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:

☐ ☐

Chlorinator tube with corrosion resistant handle present:

☐ ☐

Evidence of chlorination:

☐ ☐

Where does the contact tank discharge to: (Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.): _____

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A ☐	*Geothermal unit to: N/A ☐	*Building to:
Septic tank: _____ feet	Septic tank: _____ feet	Septic tank: _____ feet
Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: _____ feet
Sand filter: _____ feet	Sand filter: _____ feet	Sand filter: _____ feet
Effluent tile: _____ feet	Effluent tile: _____ feet	Effluent tile: _____ feet
Effluent discharge: _____ feet	Effluent discharge: _____ feet	Effluent discharge: _____ feet
Geothermal unit: _____ feet	Aerobic unit: _____ feet	Geothermal unit: _____ feet
Aerobic unit: _____ feet		Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A ☐	
Septic tank: _____ feet	Septic tank: _____ feet	
Seepage system: _____ feet	Seepage system: _____ feet	
Sand filter: _____ feet	Sand filter: _____ feet	
Effluent tile: _____ feet	Effluent tile: _____ feet	
Effluent discharge: _____ feet	Effluent discharge: _____ feet	
Aerobic unit: _____ feet	Aerobic unit: _____ feet	

Comments:

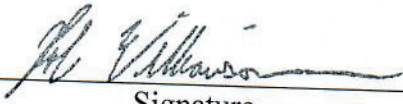
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. The sand filter is undersized for this house. This septic system appears to be functioning at this time. The average life of a septic system is about 25 years. This septic system is 26 years old.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

Rob Williamson

Inspector's Name (print)



Signature

08-26-20

Date

THIS LEASE is entered into on the _____ day of _____, 2020

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and

ROSS M. CLARK & ANGELA M. CLARK, husband and wife,
(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) ~~(as tenants in common)~~
~~(as tenants by the entirety)~~ of Littleton, Colorado,
~~County of McLean, State of Illinois,~~ hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 9 in Block 4 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing **(cross out the one that does not apply)** (on the date of this Lease) ~~(on January 1 following the date of this Lease)~~ and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~XXXXXX If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15% (\$15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of XXXX~~

McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____ (\$_____) per \$100 EAV.~~

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Ross M. Clark & Angela M. Clark

[REDACTED]

Lessee Billing Address

Ross M. Clark & Angela M. Clark

[REDACTED]

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Its Mayor

X

[REDACTED]

Ross M. Clark

Attest:

X

[REDACTED]

Angela M. Clark

City Clerk

SUPPLEMENTAL ATTACHMENT TO LAKE BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Ross M. and Angela M. Clark, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lot 9 in Block 4 in Camp Kickapoo and enforceable under the terms of said lease.

1. Septic tank(s) are to be pumped no later than October 26, 2023, and once every three years following. Proof of pumping shall be submitted to the City of Bloomington.
2. Septic System shall be evaluated by a McLean County Health Department approved septic evaluator no later than October 26, 2023, and once every three years following. Proof of evaluation shall be submitted to the City of Bloomington.
3. This supplement lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as the terms of the lease.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Tari Renner, Mayor

ATTEST: _____
Leslie Smith-Yocum, City Clerk

LESSEES:

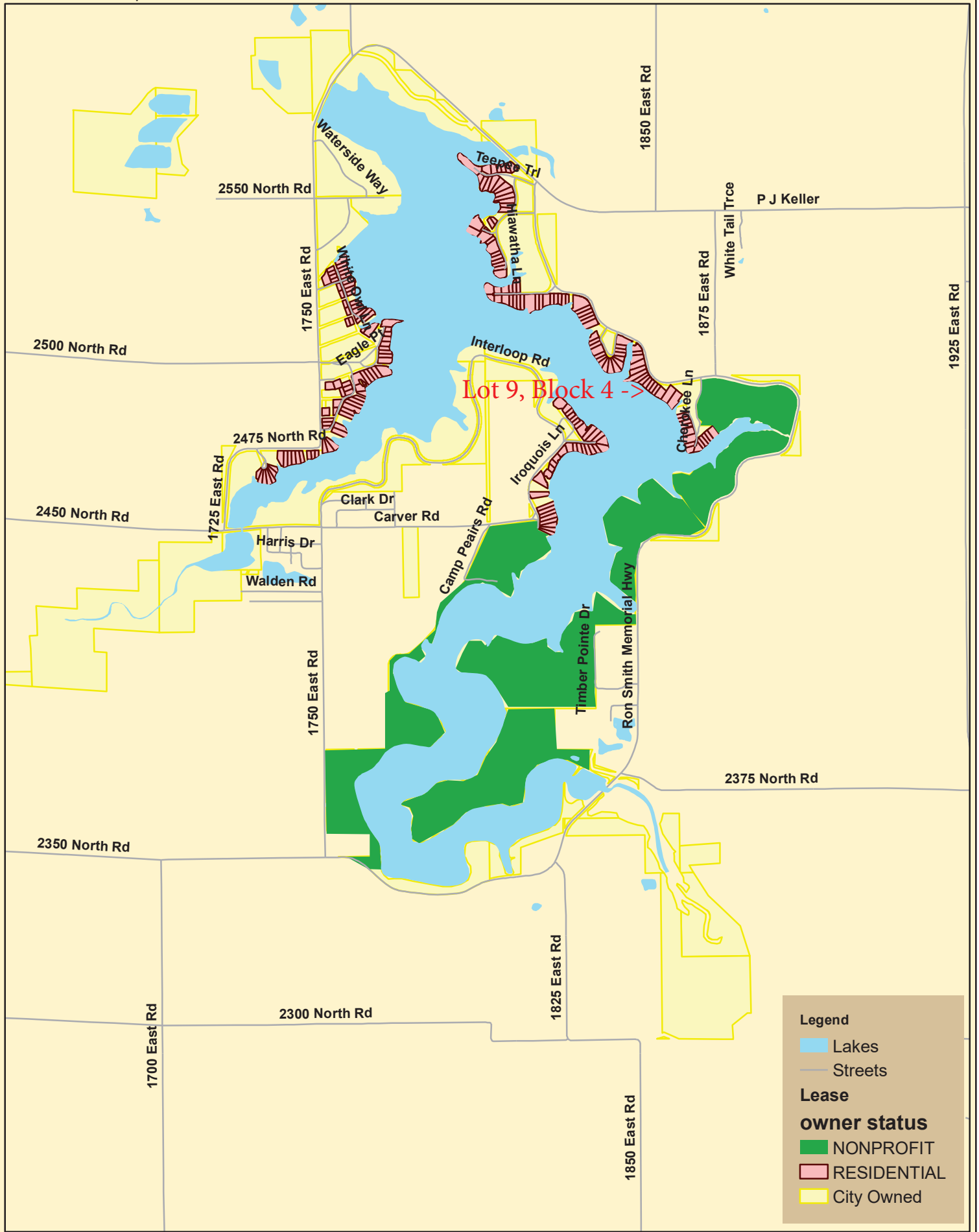
Ross M. Clark

Angela M. Clark

Lake Bloomington Lease Map



0 1,000 2,000 Feet



Legend

-  Lakes
-  Streets

Lease

- owner status**
-  NONPROFIT
 -  RESIDENTIAL
 -  City Owned

CAMP KICKAPOO

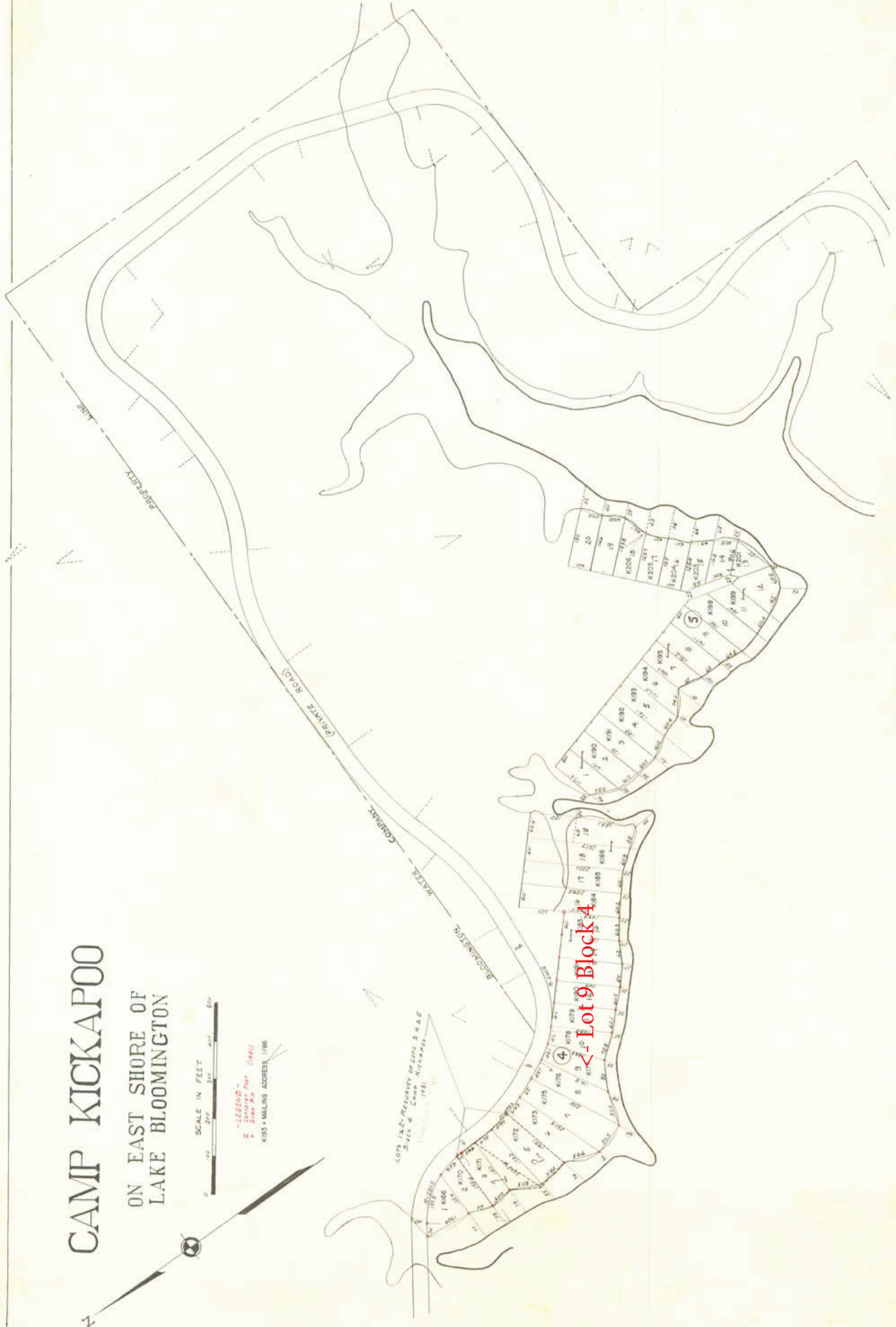
ON EAST SHORE OF
LAKE BLOOMINGTON

SCALE IN FEET
0 100 200 300 400 500

LEGEND
 O Concrete Pier (1961)
 X Ship Mo.
 K133 MAILING ADDRESS, 1966

LOTS 1 & 2 - REMAINS OF LOTS 3 & 4 & 5
 Sold to Camp Kickapoo
 (1961)

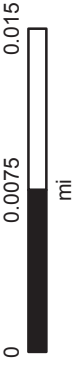
Lot 9 Block 4

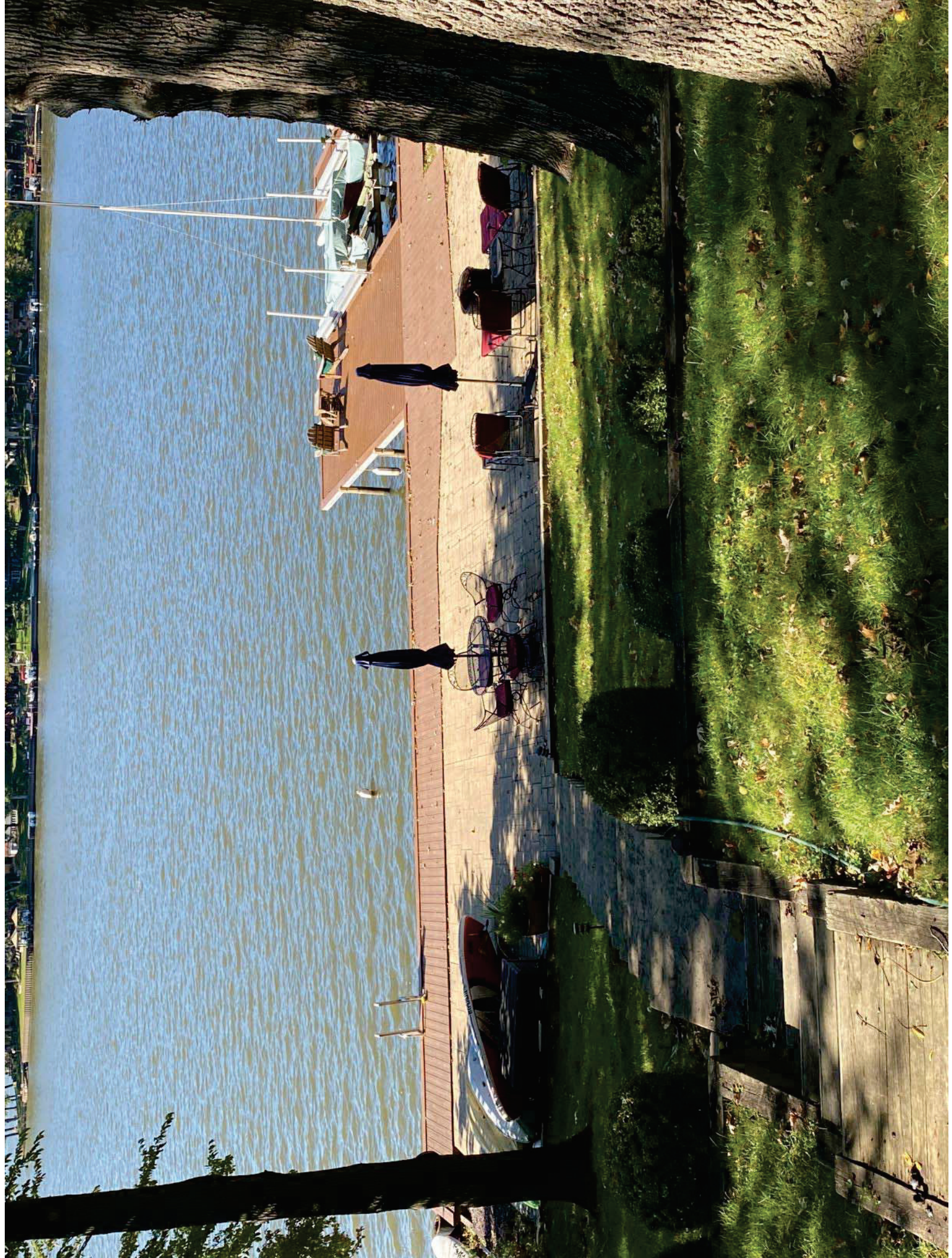


Lot 9, Block 4 Camp Kickapoo Structure Map



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.





PUBLIC HEARING



PUBLIC HEARING ITEM NO. 9.A

FOR COUNCIL: October 26, 2020

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Public Hearing for the 2019 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER), as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

None; presentation and public comment only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods
- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 4d. Improved neighborhood infrastructure
- Objective 4c. Preservation of property/home valuations
- Objective 4b. Upgraded quality of older housing stock
- Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: The City is required to submit a Consolidated Annual Performance Evaluation Review (CAPER) to the US Department of Housing and Urban Development at the end of each program year. The CAPER outlines the annual accomplishments in relation to the annual goals. As the final year of the 2015-2019 Consolidated Plan, the 2019 CAPER also addresses the five-year goals and accomplishments for the Community Development Block Grant program.

The draft 2019 CAPER was made available to the public on Friday, October 23. In accordance with the City's Citizen Participation Plan, on October 20, public notice of the public hearing and public comment period was published in the Pantagraph. The CAPER can be viewed on the City's website:

<https://www.cityblm.org/government/departments/community-development/block-grant/consolidated-plan>, at the exterior ticket window at the Grossinger Motors Arena (Front St. and Madison St.), and at the Bloomington Public Library. Written comments will be accepted through Friday, October 30.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:



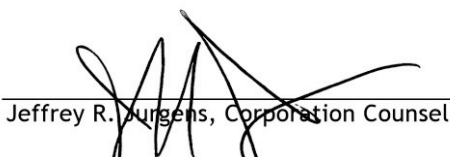
Melissa Holt, Economic and Community Development Director

10/19/2020



Chris Tomerlin, Budget Manager

10/19/2020



Jeffrey R. Jurgens, Corporation Counsel

10/19/2020



Tara Henry, Legislative Assistant

10/20/2020

Recommended by:



Tim Gleason, City Manager

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 10.A

FOR COUNCIL: October 26, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation and Update on the Mobile Crisis Unit, as requested by the Administration Department.

RECOMMENDED MOTION:

None; presentation only.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: Tom Barr, Executive Director of the McLean County Center for Human Services, and Trisha Malott, Behavioral Health Coordinating Council Supervisor, will provide a presentation and update regarding mental health services in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County, McLean County Center for Human Services

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Nora Dukowitz, Communication Manager

Reviewed by:

A handwritten signature in black ink, appearing to read "B. Ryus 72".

Billy Ryus, Deputy City Manager

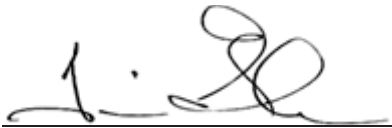
10/14/2020

A handwritten signature in black ink, appearing to read "Tara Henry".

Tara Henry, Legislative Assistant

10/16/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', written over a horizontal line.

Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 10.B

FOR COUNCIL: October 26, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending Chapter 2 of the City Code to Create a Public Arts Commission, as requested by the Administration Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 6. Prosperous Downtown Bloomington
- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

- Objective 6c. Downtown becoming a community and regional destination
- Objective 5b. City decisions consistent with plans and policies
- Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: Staff recently presented a plan to support public art in the community through the establishment of a Public Arts Commission. During public discussion there seemed to be support for the ordinance before you, which increases public participation and transparency and encourages pursuit of non-public funds.

There are only minor changes to the ordinance that was last provided, to include strengthening language calling for the commission's staff representative to compose Calls To Artists and removal of language requiring committee review of this new ordinance. If approved, the program would be defined as follows:

- A seven-member Public Arts Commission would be created to serve two-year terms consisting of two members from both the Bloomington Cultural Commission and Citizen's Beautification Committee and three members of the public.
- The Commission would propose an annual Public Arts Program that identifies specific programs, program goals for the year, means of achievement, proposed expenditures, etc.
- Arts projects would be selected through Calls to Artists requesting proposals for arts initiatives defined in the annual Public Arts Program plan or by the City Council. The request would be drafted by the commission's staff representative and the commission would review proposals and make recommendations to the City Council for final consideration.
- Two residents living in the ward where the public art projects will be placed would serve as non voting ex-officio members. A public meeting will be held within the

wards housing a project to show the commission's recommended project before taking to Council.

- Programs would be funded through private donations, an annual allocation from the City of Bloomington and other sources as approved by the City Council. Amounts would be determined by the annual budget review and approval process, similar to what happens with City departments.
- The Commission and associated partners shall annually solicit non-government funding for each year's grant program. The City's annual contribution will be reduced based on the level of private commitment to meet program budget needs.

Over the years there has been significant support for a public art program which could involve a number of types of projects to include sculptures, murals, sidewalk art, art in public facilities and other possibilities. It's important to note that public art could be either temporary or permanent in nature and either purchased or leased depending on a particular program.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Review of programs in other communities, talks with some portions of the local art community and potential supporters of such a program.

FINANCIAL IMPACT: Budgets to be determined through annual budget process.

COMMUNITY DEVELOPMENT IMPACT: Enhances the local quality of life, provides beautification and encourages community dialogue.

Respectfully submitted for Council consideration.

Prepared by: Billy Tyus, Deputy City Manager

Reviewed by:



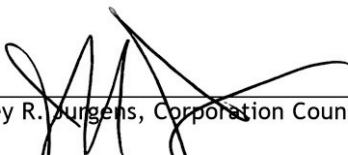
Billy Tyus, Deputy City Manager

10/22/2020



Chris Tomerlin, Budget Manager

10/21/2020



Jeffrey R. Jurgens, Corporation Counsel

10/21/2020



Tara Henry, Legislative Assistant

10/22/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- ADM 5B Arts Commission Ordinance_revised 102120 FINAL

ORDINANCE NO. 2020 - _____

**AN ORDINANCE AMENDING CHAPTER 2 OF THE CITY CODE
TO CREATE A PUBLIC ARTS COMMISSION**

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

SECTION 1. That Chapter 2, Article III of Bloomington City Code, 1960, as amended, shall be further amended by adding a new Section 83 as follows:

Ch. 2, Sec. 83. Public Arts Commission

- A. **Membership.** The Public Arts Commission shall consist of 7 persons to be appointed by the Mayor with the consent of the City Council. Commission membership shall consist of two (2) members serving as members from the Bloomington Cultural Commission, two (2) members serving as members from the Bloomington Citizen's Beautification Committee and three (3) members selected from the general public of the City. A person appointed to the Commission shall serve a term of two years or until their term ends on the Beautification Committee or the Cultural Commission if selecting from either of those boards, whichever comes first. The Mayor shall make appointments that are reflective of the diverse nature of our community, that have experience, expertise, or interest in the areas of the arts or arts education and/or persons who have a background in supporting the growth and development of the Bloomington community and its neighborhoods. The members of the Commission shall elect the Chairman and Vice-Chairman on an annual basis.
- B. **Ex-Officio Membership.** Two residents residing in the ward where public art projects will be placed shall serve as non-voting ex-officio Commission members. Ex-Officio members shall be selected on a project-by-project basis by the Council Member representing the ward in which the project shall be placed or program held. The role of ex-officio members shall be to advise members on items of demographic, geographic, cultural or historic significance or other considerations that may be specific to the neighborhood, ward or location where the project is to be placed or the community as a whole.
- C. **Meetings.** The Commission shall meet on a regular basis on a schedule to be established by the members. A regular place of

meeting shall be established by the Commission. All meetings shall be open to the public, unless grounds exist for a closed meeting pursuant to the Illinois Open Meetings Act.

D. Duties and Functions. The Commission shall have as its duties and functions:

(1) To explore and recommend to the Mayor, City Council, City staff, and other groups, ways to further the development of, and interest in, art to be displayed on public rights of way, as well as to offer advice on how art would be integrated into relevant city projects; and

(2) To propose to the Mayor and City Council an Annual Public Arts Program Plan that identifies specific programs and program goals for the year, means of achievement, proposed expenditures, sources of supplemental revenue, schedule of execution, necessary resources and responsibilities, and an implementation plan to address the goals; and

(3) To develop Calls To Artists to be compiled and issued by the commission's staff representative requesting proposals for art programs defined in the Annual Public Arts Program Plan and other initiatives approved by the City Council. Unless separately initiated and approved by the Bloomington City Council, all projects shall be completed through this process. Requests should have clearly defined criteria and examples of such projects could include but not be limited to sculptures, temporary sidewalk art, downtown crosswalk design, community murals, electrical box wraps, etc. Art may be either permanent or temporary in nature and either owned by the City or temporarily leased as deemed appropriate. All artists shall be required to sign a Waiver of Rights Pursuant to the Visual Artists Rights Act and must have pre-approval from the City Council prior to the placement of any art through an encroachment permit or otherwise.

(4) To review submissions to Calls to Artists or other initiatives based upon predetermined project criteria and make recommendations to the Bloomington City Council for final consideration and approval.

(5) To assist in the process by which artists, arts organizations, neighborhood organizations, businesses, developers, merchant associations, charitable foundations, or any other member of the general public proposes and

creates projects in the arts which are located in public places owned and maintained by the City.

(6) To receive gifts and donations of any variety from other public or private groups or individuals, which gifts or donations would assist the Commission in carrying out its duties and functions as approved by the City Council.

(7) To cooperate with other entities on matters regarding the arts; and

(8) Other duties as deemed necessary in the furtherance of public art in the City of Bloomington.

- E. Public Notification and Hearing. The commission shall provide advanced notification to residents residing in the ward where a project will be located of a proposed project or call to artists via advertising, social media, direct mail or other outreach. A public hearing will be held within the wards where a project will be located showing the commission's recommended project prior to a final recommendation being made to the Bloomington City Council.
- F. Funding. Funding for the City's Public Art Program shall consist of private or not for profit contributions, an annual allocation from the City of Bloomington, and other sources as approved by the City Council. The City's funding amount and sources of funding shall be determined by the annual budget review and approval process. The commission and associated partners shall annually solicit non-City funding for each year's grant program with the City's annual contribution reduced based on the level of private commitment to meet program budget needs.

SECTION 2. That Chapter 2, Article III of Bloomington City Code, 1960, as amended, shall be further amended by adding "Public Arts Commission" to Section 30(A).

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 26th day of October 2020.

APPROVED this _____ day of October 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk



REGULAR AGENDA ITEM NO. 10.C

FOR COUNCIL: October 26, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Recognizing Juneteenth within the City of Bloomington and Amending Chapter 22.2 of the City Code to have the Human Relations Commission Hold an Annual Event Celebrating Juneteenth, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

-Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Per Chapter 2, Section 18.2A(2): Agenda items and voting, the Mayor and Council Members may put forth agenda initiatives by completing an Agenda Initiative Form and submitting it to the City Clerk. Upon submission, the form is added to the agenda of the next Committee of the Whole for consideration.

At the July 20, 2020 Committee of the Whole meeting, Council Member Mwilambwe brought forward an Agenda Initiative (attached). Council Member Mwilambwe's initiative proposed that Juneteenth be declared a City holiday and that the City encourage local businesses to observe it as well, so that their employees and families can reflect on the significance of the historic day. A majority of the Council Members present at that meeting voted to have the initiative placed on a future City Council agenda for further discussion.

Ensuing Council discussion focused on how to best honor and celebrate the day and its significance either via a traditional holiday or some other means of observance that might have a greater impact.

There are a number of things that the City can do to make the day special and impactful for the entire community and to honor what the events of June 19, 1865 meant for an entire race of people and the nation. It was on this date more than two years after the Emancipation Proclamation and months after the end of the Civil War that marked when the message of freedom reached the last slaves in the United States.

The attached ordinance, if approved, would officially recognize Juneteenth within the City of Bloomington and amend the City Code to have the Human Relations Commission hold an annual event or events celebrating Juneteenth in partnership with other community organizations. A code amendment would also call for the Commission to seek event sponsorships for this and other events, and give the Commission the authority to select an event date that would be most impactful when Juneteenth falls during the week.

The Commission and partners would be encouraged to “think big” in planning a day that would be both educational and celebratory that could draw people to the community from local, regional and perhaps national locales. There would not be an employee day off associated with the event, in part, because there seemed to be an expressed desire to celebrate the day on a weekend to allow for greater attendance.

Staff has spoken with the Human Relations Commission leadership, who said that the commission would be happy to lead efforts to put together programming in partnership with other community agencies. The commission has already begun discussing possibilities.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Financial impact to the City is expected to be minimal as the Human Relations Commission will be seeking event sponsors.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Billy Tyus, Deputy City Manager

Attachments:

- ADM 6B Mayor and Council Member Agenda Initiative Proposal Form - Juneteenth
- ADM 6C Juneteenth Event Focused Ordinance (BT Edit 10.22.20)



**MAYOR & COUNCIL MEMBER
AGENDA INITIATIVE PROPOSAL FORM**

SPONSOR: Mboka Mwilambwe

PROPOSED INITIATIVE:

In light of the recent events, I would like to propose that Juneteenth be declared a City holiday and encourage local businesses to observe it as well, so that their employees and families can reflect on the significance of this historic day. Anecdotal information suggests that Juneteenth is not a widely known event, not only in our community but also in the state and the nation. Locally, Juneteenth celebrations have been the work of local volunteers who took it on as a labor of love project and often struggled to attain widespread community exposure. I believe celebrating the triumph of our nation over slavery in this manner will help us understand each other better and is one of several fitting ways to use the recent events as inspiration to lead our community towards a brighter future.

ESTIMATED CITY STAFF TIME TO RESEARCH & PREPARE FULL COUNCIL MEMO ON PROPOSED INITIATIVE, INCLUDING BACKGROUND AND ANY NECESSARY RESEARCH:

_____ Nominal (less than 5 hours)

☒ Moderate (5 to 10 hours)

_____ Significant (more than 10 hours)

ESTIMATED COST OF PROPOSED INITIATIVE: Unknown at this time but this would be part of the staff's review.

WILL THE PROPOSED INITIATIVE REQUIRE A BUDGET AMENDMENT?

_____ Yes

☒ No

WHAT CITY PROGRAMS OR STAFF ACTIVITIES ARE PROPOSED TO BE CUT OR REDUCED IN LIEU OF THE PROPOSED INITIATIVE, IF ANY:

At this moment, I want staff to investigate the idea and get back to us with more details. That said I envision the Human relations Commission being involved in some capacity. There could also be an economic development aspect to this.

Mboka Mwilambwe

June 18th, 2020

SPONSOR SIGNATURE

DATE SUBMITTED

ORDINANCE NO. 2020 - ____

**AN ORDINANCE RECOGNIZING JUNETEENTH WITHIN THE CITY OF BLOOMINGTON
AND AMENDING CHAPTER 22.2 OF THE CITY CODE TO HAVE THE HUMAN RELATIONS
COMMISSION HOLD AN ANNUAL EVENT CELEBRATING JUNETEENTH**

WHEREAS, the City of Bloomington is a home-rule municipality located in the County of McLean, State of Illinois; and

WHEREAS, Juneteenth, is a holiday celebrating emancipation annually throughout the United States on June 19; and

WHEREAS, the City of Bloomington desires to have Juneteenth formally recognized within the City by having the City's Human Relations Commission sponsor and/or partner on hosting an annual event on June 19 celebrating Juneteenth.

NOW, THEREFORE, BE IT ORDAINED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

SECTION 1. The above stated recitals are incorporated herein by reference.

SECTION 2. That Chapters 22.2 of the Bloomington City Code, 1960, as amended, shall be further amended as set forth in Exhibit A (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts).

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 26th day of October 2020.

APPROVED this ____ day of October 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A
CODE AMENDMENT AMENDMENTS

Chapter 22.2, Section 2 Establishment and guidelines of the Human Relations Commission

D. Duties and authority. It shall be the duty and authority of the Human Relations Commission to:

- (1) Conduct research, publish, and utilize studies in the field of inter-group relations and to develop and implement procedures to educate the community, equalize opportunities, eliminate discrimination and promote good will among all persons;
- (2) Receive and record any complaint whether initiated by the Human Relations Commission or by the filing of a complaint with the Commission, alleging discrimination against any person because of race, color, age, sex, religion, national origin, marital status, familial status or physical or mental disability unrelated to ability in violation of this chapter;
- (3) Seek to resolve conflicts between persons involved in complaints which are within the jurisdiction of the Commission;
- (4) Recommend to the appropriate agency or person legislative, administrative, legal or other ameliorative action to be taken to eliminate discrimination and foster good will;
- (5) Invite and enlist the cooperation of any citizen, organization or committee which can be of benefit in fulfilling the responsibilities of the Human Relations Commission in carrying out specific programs designed to lessen conflicts and in improving understanding in the community;
- (6) Adopt such bylaws, rules of procedure and regulations as may be deemed necessary to conduct its meetings, conciliation conferences, public hearings and general operations and to carry out the purposes and provisions of this Ordinance;
- (7) The Commission may also cooperate and assist any person who requests such cooperation or assistance for the purpose of developing or maintaining equal employment opportunity programs;
- (8) Prepare and submit annually to the City Council, at or shortly after the end of each fiscal year, a report of its activities during such fiscal year;

- (9) Refer individuals and/or information to other agencies or persons when appropriate. Serve as a resource/liaison for information, training, education and outreach efforts;
- (10) Promote and sponsor a Juneteenth celebration and/or event on an annual basis, which may be held in conjunction or partnership with one or more other celebrations of Juneteenth, and to solicit community and corporate sponsorships to assist in funding the celebration and/or event, as well as selecting a date and time for the Juneteenth celebration and/or event that maximizes participation. The City Council, each year, shall determine a budget for the celebration and/or event, as part of the City's annual budget making process.



REGULAR AGENDA ITEM NO. 10.D

FOR COUNCIL: October 26, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department.

RECOMMENDED MOTION:

No modifications recommended at this time.

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
- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: On March 26, 2020, the City Council approved Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures. This Ordinance is effective for 28-day periods unless amended or repealed sooner by the City Council. Absent such repeal or amendment, the Ordinance continues in effect for additional 28-day periods.

As part of the passage of the Ordinance and due to its importance, the City Manager committed to placing Ordinance 2020-18 on every regular agenda. This allows the Council to repeal it as soon as the pandemic subsides, and thus end the use of the City's emergency powers.

On October 16, 2020, Governor Pritzker issued a new 30-day disaster proclamation related to the pandemic. As the community, including the City's businesses and residents, continue to address the impacts of the COVID-19 pandemic, City staff is not currently recommending the repeal of the Ordinance at this time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: There is no new financial impact associated with continuing Ordinance 2020-18 in effect.

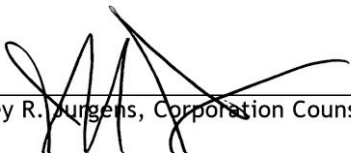
COMMUNITY DEVELOPMENT IMPACT: The continuation of Ordinance 2020-18 allows several key functions of the Community Development Department to continue that do not include

statutorily mandated public hearings, as well as the expansion of certain business operations for outdoor dining.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

	
Jeffrey R. Jurgens, Corporation Counsel	Chris Tomertin, Budget Manager
10/21/2020	10/22/2020


Tara Henry, Legislative Assistant
10/22/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- LGL 1B Local Emergency Declaration Ordinance 2020-18
- LGL 1C Ord. No. 2020 - 21
- LGL 1D Ord. No. 2020 - 25
- LGL 1E Ord. No. 2020 - 30
- LGL 1F Ord. No. 2020 - 38
- LGL 1G Ord. No. 2020 - 45
- LGL 1H Ord. No. 2020 - 61

ORDINANCE NO. 2020 - 18

AN ORDINANCE DECLARING A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS & ENACTING VARIOUS EMERGENCY MEASURES

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 to be a public health emergency of international concern and on March 11, 2020 declared it a worldwide pandemic; and

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States; and

WHEREAS, the Governor of the State of Illinois issued a disaster proclamation on March 9, 2020, due to the impact of the COVID-19 virus and has activated the State Emergency Operations Center; and

WHEREAS, the State Emergency Management Agency has declared a public health emergency due to the impact of the COVID-19 virus; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 outbreak; and

WHEREAS, the City Manager and staff have been meeting for weeks to begin preparing for the potential impact of the pandemic and has coordinated its response with McLean County and the Town of Normal; and

WHEREAS, the City Council has considered the existence of a public health emergency in acting upon this ordinance and actions required to promote the health, safety and welfare of its citizens; and

WHEREAS, 20 ILCS 3305/10J, of the Emergency Management Agency Act and 65 ILCS 5/8-10-5 of the Illinois Municipal Code and Chapter 12 of the Bloomington City Code provides political subdivisions with certain emergency authority; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS as follows:

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

SECTION 2. Emergency Authority. In accordance with the authority provided to the City by the Emergency Management Agency Act, the City Code and its home-rule authority, the following actions are authorized by the City Council:

- (A) Cancellation of Meetings. The Mayor may cancel meetings of any board or commission to which he appoints members. Any such cancellation shall automatically extend such deadlines for required actions by such board or commission as is specified in the cancellation notice. In lieu of the Mayor

cancelling said meetings, the Chairperson of any board or commission may cancel said meetings and are encouraged to do so absent a priority need.

- (B) Ability to Conduct Electronic Meetings. Any Council Member or board member of any board or commission, in accordance with Governor Pritzker's COVID-19 Executive Order No. 5 may attend any regular or special meeting via electronic means, including audio or video conferences. A physical quorum of the Trustees is not required before the remote participation is allowed.
- (C) Ability to Address Contract, Permitting and Licensure Issues. The City Manager shall have the authority, upon approval of both the Mayor and Mayor Pro Tem, to address any contract, permitting and/or licensing issues, including the suspension of any permits or licenses, as the City Manager may deem to be in the best interest of the City. The suspension of any license or permit may be overturned by a majority of the City Council at a subsequent City Council meeting.
- (D) Emergency Purchases. For any emergency purchases that are necessary, the City Manager shall follow the provisions of Chapter 16 of the Bloomington City Code.
- (E) Personnel Policies & Union Contracts. The City Manager's authority is hereby reaffirmed that he may adjust any personnel policies related to leave time, other benefits or terms and conditions of employment as are reasonably related to providing sufficient staffing during the term of the emergency. In addition, he is authorized to enter into such temporary agreements, including memoranda of understanding with the City's bargaining units in order to promote the provision of City services and the health and safety of the public and employees during the emergency.
- (F) Facility Closures. The authority of the City Manager is hereby reaffirmed to close City facilities as is reasonably required to protect the health of the public and employees of the City.
- (G) Administrative Court. The Corporation Counsel is authorized to extend any timeframe for responses related to City ordinance violations in recognition of the emergency and to suspend the City's Administrative Court and/or continue said cases.
- (H) Moratorium on Interest, Fines and Penalties. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within 30 days after the conclusion Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof, or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

- (I) Payment of City Bills. The City Manager may authorize the issuance of payments to City vendors, contractors and utilities if the City Council is unable to meet on a regularly scheduled meeting date. Any such payments must be reported to the City Council in writing at a future public meeting.
- (J) Water Shut Offs. All City utility shut offs for nonpayment shall be suspended while this ordinance is in effect.
- (K) Acceptance of Applications. The City is authorized to accept applications for all City licenses and permits electronically, and may accept all other documentation required related to said applications electronically.
- (L) Written Public Comment. The City Manager shall implement procedures encouraging the electronic submission of written comments for public meetings beyond those set forth in Chapter 2, Section 85(I). These procedures shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof.
- (M) Community Development Approvals. The City Manager and Director of Community Development, or City Planner in the absence of the Director of Community Development, shall have the authority to approve grant applications, the awarding of historic preservation grants, cite plans not involving special uses, certificates of appropriateness, and to postpone any meetings regarding the Planning Commission and Zoning Board of Appeals. Any applications requiring a public hearing may also be postponed by the City Manager.
- (N) Liquor Commissioner Authority to Allow Deliveries. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.
- (O) Intergovernmental Agreements. The City Manager is authorized to execute intergovernmental agreements that address the response and needs associated with this local disaster declaration that he deems to be in the best interests of the City.

SECTION 3. Other Emergency Powers Disallowed. The Emergency Powers in Chapter 12, Section 11 are not necessary to address the COVID-19 crisis. Accordingly, no such powers may be exercised by the Mayor, City Manager or their successors.

SECTION 4. Succession Planning. In the absence or incapacity of the Mayor, the Mayor Pro Tem shall serve as the Mayor of the City of Bloomington and shall have all authority and power of the Mayor, including the emergency powers set forth in this Ordinance. If the Mayor Pro Tem is incapacity or otherwise serving as Mayor, the City Council shall appoint a new Mayor Pro Tem. In the absence or incapacity of the City Manager, the Deputy City Manager shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance. In the absence or incapacity of both the City Manager and the Deputy City Manager, the Corporation Counsel shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance.

SECTION 5. Declaration of a Local Disaster. This Ordinance shall be construed as a declaration of a local disaster as provided for under Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11.

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

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

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

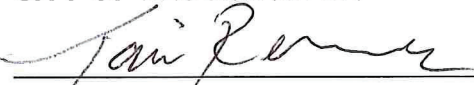
SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 10. Effectiveness & Duration. This ordinance takes effect immediately upon its passage due to the urgency of implementing appropriate responses to the COVID-19 virus, which is causing or anticipated to cause widespread impacts on the health of members of this community. The recitals are incorporated into this Section. This ordinance shall be effective for 28 days from the date of passage unless repealed or amended sooner by the City Council. The ordinance shall continue for 28-day periods thereafter unless repealed or amended by the City Council.

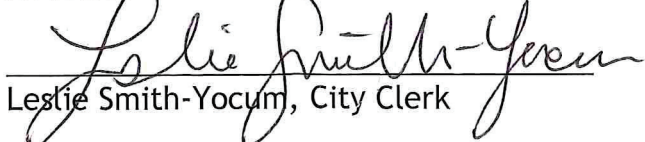
PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON


Tara Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - 21

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD CLUB LIQUOR LICENSES TO SECTION 2(N)**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by amending Section 2(N) to read as follows (added; deleted):

(N) Liquor Commissioner Authority to Allow Deliveries. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), club liquor license holders (Class CA and Class CB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 13th day of April 2020.

APPROVED this 15th day of April 2020.

CITY OF BLOOMINGTON

Tari R. Pendergast, Mayor

ATTEST

Leslie G. Gamm, City Clerk



ORDINANCE NO. 2020 - 25

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO ADD A NEW SECTION 2(P) TO ALLOW THE PRORATION OF THE CITY'S VIDEO GAMING LICENSE FEES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(P) as follows:

(P) Video Gaming License Fee Proration; Other License Fee Prorations. To account for the mandated closure of video gaming establishments, the City shall prorate the City's video gaming license fee as follows: (1) for the license year May 1, 2019, through April 30, 2020, the City shall reimburse license holders 12% of the license fee paid within 15 days of adoption of this Ordinance; and (2) for the license year May 1, 2020, through April 30, 2021, the City shall issue a refund of the license fee based on the prorated amount of time the establishment was not authorized to operate within said year by the Illinois Gaming Board due to the COVID-19 pandemic or may otherwise offset said amount when the license fee is paid. Any such refund shall be paid by the City within 15 days after video gaming establishments are lawfully authorized to resume operations by the Illinois Gaming Board. The City Manager is similarly authorized, by Executive Order, with the written concurrence of both the Mayor and Mayor Pro Tem, to prorate other annual City license fees for license holders that are not permitted to operate by state or federal mandate due to the COVID-19 pandemic.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 27th day of April 2020.

APPROVED this 28th day of April 2020.

CITY OF BLOOMINGTON

Tari Penner
Tari Penner, Mayor

ATTEST

Leah L. Young
Leah L. Young, City Clerk



ORDINANCE NO. 2020 - 30

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO ADD A NEW SECTION 2(Q) REGARDING LIQUOR LICENSE FEES AND A NEW SECTION 2(R) REGARDING COVID-19 GRANTS

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(Q) as follows:

(Q) Liquor License Fee Proration. Establishments with a City liquor license that are not operating due to the pandemic, may apply to have their license fees prorated for the license year based on the amount of time the business was closed due to Executive Order of the Governor of the State of Illinois. To qualify for a proration in the license fee, the establishment must have been closed and may not have been providing curbside pickup and/or delivery. This shall be a one-time proration and only for establishments that were closed continually for at least 30 days. Establishments must apply for the proration refund to the City Clerk and shall be required to provide proof of closure by affidavit and/or other documentation as deemed appropriate by the City Clerk. Applications must be received by the City Clerk at least 30 days after establishments are allowed to have customers/patrons “dine-in” regardless of capacity restrictions.

SECTION 2. That Ordinance 2020-18 is hereby amended by adding a new Section 2(R) as follows:

(R) COVID-19 GRANT AGREEMENTS. The City Manager, or designee, is authorized to enter into grant agreements on behalf of the City related to the COVID-19 pandemic and to submit grant applications related to same.

SECTION 3. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and 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 authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 11th day of May 2020.

APPROVED this 12th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leticia Young, City Clerk



ORDINANCE NO. 2020 - 38

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(S) REGARDING
TEMPORARY OUTDOOR BUSINESS OPERATIONS AND STREET CLOSURES**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(S) as follows:

(S) Temporary Outdoor Business Operations & Street Closures. The City Manager shall have the authority, through Executive Order, to temporarily close streets, or portions thereof, for outside use by businesses when said closure can be performed in a safe manner. The City Manager is also authorized to allow for the outdoor temporary expansion of premises for businesses, including but not limited to on closed public streets and/or other right-of-way areas of the City, including parking lots, parking spaces and alleys. The City Manager shall provide for the closure of any streets and the process for expansion of premises by Executive Order. No fee shall be required for any expansion, but appropriate insurance, waivers, barriers, plans, and other safety measures may be required. The City Manager may likewise waive any other requirements related to the expansion of a business premises for off-premises use and/or the placement of tents for outdoor use and may implement other Executive Orders to allow for and expedite the allowance of outdoor business operations.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 26th day of May 2020.

APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, City Clerk

ATTEST

Leslie Simon Recum, City Clerk



ORDINANCE NO. 2020 - 45

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO MODIFY SECTION 2(H) REGARDING THE MORATORIUM ON
INTEREST, FINES AND PENALTIES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by modifying Section 2(H) as follows:

- (S) Moratorium on Interest, Fines and Penalties. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020 and thereafter until our region begins Phase 4 of the Restore Illinois Plan, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within ninety (90) days after our region hits Phase 4 of the Restore Illinois Plan, expected to be June 26, 2020, 30 days after the conclusion of Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof, or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 24th day of June 2020.

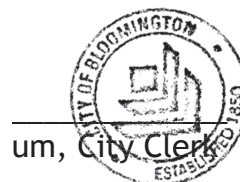
APPROVED this 25th day of June 2020.

CITY OF BLOOMINGTON

Tari Renner _____
or

ATTEST

Les _____



ORDINANCE NO. 2020 - 61

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(T) SUSPENDING
DOWNTOWN SHUTTLES**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. The City Council finds that: (1) as McLean County is currently on the warning level for the new cases per 100,000, additional emergency measures are necessary to restrict the spread of COVID-19; and (2) the operation of the downtown shuttles, used to carry patrons to and from bars in vehicles where social distancing is not possible, creates a public health and safety risk during this time of rising cases; and (3) that the suspension of downtown shuttles is necessary for the public health and safety of the community.

SECTION 2. That Ordinance 2020-18 is hereby amended by adding a new Section 2(T) as follows:

(T) Suspension of Downtown Shuttles. All licenses and certificates of public convenience for downtown shuttles issued under Chapter 40, Article X of the City Code are hereby suspended and no downtown shuttle shall operate until the repeal and/or termination of this Ordinance or provision. No additional and/or new licenses or certificates shall be issued until the repeal or termination of this Ordinance or provision.

SECTION 3. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and 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 authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 14th day of September 2020.

·
APPROVED this 16th day of September 2020.

CITY OF BLOOMINGTON

 Tari Renner
T... .., ...r

ATTEST

 Leslie Friedrich-Jung
Lesl... ..m, City Clerk

