CITY OF BLOOMINGTON CITY COUNCIL - REGULAR SESSION MEETING OCTOBER 14, 2024

COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC HEARING

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Jeff Jurgens
Sr. Deputy City Manager - Billy Tyus
Deputy City Manager - Sue McLaughlin

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION
To Lead, Serve and Uplift the City of Bloomington

VISION
A Jewel of the Midwest Cities

VALUES
Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

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

CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, OCTOBER 14, 2024, 6:00 PM

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer and/or Reflection**
4. **Roll Call**
5. **Recognition/Appointments**
6. **Public Comment**

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

7. **Consent Agenda**

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

   A. Consideration and Action to Approve the Minutes of the August 26, 2024, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

   B. Consideration and Action to Approve the Minutes of the September 9, 2024 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

   C. Consideration and Action on Approving Bills and Payroll in the Amount of $21,594,082.81, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

   D. Consideration and Action on Approving Reappointments to Boards & Commissions , as requested by the Administration Department. *(Recommended Motion: The proposed Reappointments be approved.)*

   E. Consideration and Action on a Resolution Authorizing an Agreement with Crawford, Murphy & Tilly, Inc., for the Engineering Design Services Associated with the Lead Service Replacement Project on Main Street from Locust Street to Jefferson Street, in the Amount Not to Exceed $70,000, as requested by the Water Department.

(Recommended Motion: The proposed Agreement be approved.)

F. Consideration and Action on a Resolution Authorizing an Agreement with Crawford, Murphy & Tilly, Inc., for the Engineering Design Services Associated with the Census Tract 59 Watermain and Lead Service Line Replacement Project - Phase 1, in the Amount Not to Exceed $250,000, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*

G. Consideration and Action on a Resolution Authorizing an Agreement with Farnsworth Group, Inc., for a Professional Services Agreement Associated with Evaluating the Supplemental Water Source Review 2024, in the Amount Not to Exceed $91,000, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*

H. Consideration and Action on Resolution Authorizing a Contract with Basic Information Technology Solutions, Inc. (BasicITS) for the Purchase, Removal, and Installation of Audio-Visual Equipment at All Fire Stations, in the Amount of $74,026.81, as requested by the Information Technology Department and the Fire Department. *(Recommended Motion: The proposed Resolution be approved.)*

I. Consideration and Action on a Resolution Authorizing a Contract with PipeWorks, Inc. for the Purchase and Replacement of Two 60-Ton Trane Chillers at the Bloomington Center for the Performing Arts (Bid #2025-12), in the Amount of $236,325, as requested by the Arts & Entertainment Department. *(Recommended Motion: The proposed Resolution be approved.)*

J. Consideration and Action on a Resolution Authorizing the Approval of the Proposal from Farnsworth Group for the Police Department HVAC Evaluation and Improvement Recommendations, in an Amount Not to Exceed $79,550, as requested by the Department of Operations & Engineering Services and the Police Department. *(Recommended Motion: The proposed Resolution be approved.)*

K. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapters 6, 7, 22, 29, 32, 37.5, 38, 40, and 41 Moving Licenses Administered by the City Clerk to Align with the City's Fiscal Year, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

L. Consideration and Action on an Application from Clarabel, LTD, d/b/a Rosie's Pub, located at 106 E. Front St., Requesting Approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Liquor, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*

M. Consideration and Action on an Application from Le Marchand De Vin, LLC, located at 1704 Eastland Dr., Ste. 8, Requesting Approval for a Change in Classification from a Class PAS (Package, All Types of Alcohol, and Sunday Sales) to a Class TAPS (Tavern, All Types of Alcohol, Packaged and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*

N. Consideration and Action on an Application from Dublin Bay, LLC, d/b/a Killarney's Irish Pub, located at 523 N. Main St., Requesting Approval of a Change in

Ownership for their Class TAP (Tavern, All Types of Liquor, and Package Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*

8. Regular Agenda

A. Consideration and Action on a Recommendation by the Planning Commission to Designate the Structures of Holy Trinity Church and Holy Trinity Rectory, Located at 704 N. Main Street, as "Local Historic Landmarks" and to have the S-4 (Historic Preservation District) Overlay Zoning Designation Applied to the Subject Property, including Either Adoption of an Ordinance Approving the Designation or Adoption of a Resolution Rejecting the Designation, as requested by the Historic Preservation Commission. *(Recommended Motion: That the Council move and approve one of the following two sample motions: (1) Motion to approve an Ordinance Designating Local Landmarks, and Approving a Zoning Map Amendment to Add the S-4 (Historic Preservation District) Overlay, for the Property at 704 N. Main Street; or (2) Motion to approve a Resolution Denying Local Historic Landmark Status and a Zoning Map Amendment to Add the S-4 (Historic District) overlay, for the Property at 704 N. Main Street.) (Presentation by Jeff Jurgens, City Manager, 3 minutes; and City Council Discussion, 15 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

13. Adjournment

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

CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: October 14, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the August 26, 2024, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 1B Minutes

MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, AUGUST 26, 2024 6:00 P.M.

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

Roll Call

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

Recognition/Appointments

No recognitions or appointments were presented.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. No emailed public comment was received. Surena Fish spoke in person.

Consent Agenda

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

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

Item 7.A. Consideration and Action to Approve the Minutes of the July 22, 2024, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action on Approving Bills and Payroll in the Amount of $11,245,878.29, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and Action on Approving Reappointment to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments & Reappointments be approved.)

Item 7.D. Consideration and Action on the Purchase of New Two-Way Radios for Grossinger Motors Arena, in the Amount of $68,278.18, as requested by the Arts & Entertainment Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.E. Consideration and Action to Approve a Contract with PepsiCo for Citywide NonAlcoholic Beverage Supply and Sponsorship, as requested by the Legal Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.F. Consideration and Action on a Resolution Rejecting the Sole Bid Received for Bid #2025-26; and Authorizing Waiving the Technical Bidding Requirements and Authorizing City Staff to Negotiate an Agreement with P.J. Hoerr, Inc. for Police Department Security Improvements, as requested by the Department of Operations & Engineering Services and the Police Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 044

A RESOLUTION REJECTING THE SOLE BID RECEIVED FOR BID #2025-26; AND AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND AUTHORIZING CITY STAFF TO NEGOTIATE AN AGREEMENT WITH P.J. HOERR, INC. FOR POLICE DEPARTMENT SECURITY IMPROVEMENTS

Item 7.G. Consideration and Action on an Ordinance Approving an Easement Agreement with Nicor Gas Company, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 062

AN ORDINANCE APPROVING AN EASEMENT AGREEMENT WITH NICOR GAS COMPANY

Item 7.H. Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for the Fiscal Year 2025 General Sidewalk, Curb and Gutter Replacement Program (Bid #2025-08), in the Amount of $904,622.85, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 063

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH GEORGE GILDNER, INC., FOR THE FISCAL YEAR 2025 GENERAL SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM (BID #2025-08), IN THE AMOUNT OF $904,622.85

Item 7.I. Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for the Fiscal Year 2025 Concrete Subdivision Program (Bid #2025-09), in the Amount of $1,114,879.00, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 064

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH GEORGE GILDNER, INC., FOR THE FISCAL YEAR 2025 CONCRETE SUBDIVISION PROGRAM (BID #2025-09), IN THE AMOUNT OF $1,114,879.00

Item 7.J. Consideration and Action on an Ordinance Approving the Final Plat of R.M. Campbell's Subdivision 2nd Addition, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 065

AN ORDINANCE APPROVING THE FINAL PLAT OF R.M. CAMPBELL'S SUBDIVISION 2ND ADDITION

Item 7.K. Consideration and Action on an Ordinance Approving a Public Hearing Site Plan to Allow a Child Day-Care Center in the B-2 (Local Commercial) District, for the Property Located at 1609 Hershey Road (PIN: 14-36-126-027), as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 066

AN ORDINANCE APPROVING A PUBLIC HEARING SITE PLAN TO ALLOW A CHILD DAY-CARE CENTER IN THE B-2 (LOCAL COMMERCIAL) DISTRICT, FOR THE PROPERTY LOCATED AT 1609 HERSHEY ROAD (PIN: 14-36-126-027)

Item 7.L. Consideration and Action on an Ordinance Amending the Bloomington City Code Chapters 6 (Alcoholic Beverages) and 7 (Amusements) Pertaining to Licenses Administered by the City Clerk, as requested by the City Clerk Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 067

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE CHAPTERS 6 (ALCOHOLIC BEVERAGES) AND 7 (AMUSEMENTS) PERTAINING TO LICENSES ADMINISTERED BY THE CITY CLERK

Item 7.M. Consideration and Action on an Ordinance Amending the Bloomington City Code Chapter 12 Pertaining to Emergency Management, as requested by the City Clerk Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 068

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE CHAPTER 12 PERTAINING TO EMERGENCY MANAGEMENT

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following item was presented:

Item 8.A. Consideration and Action on a Resolution Approving Authority to Provide Reimbursement to Connect Transit for Architectural and Engineering Services for the Proposed Downtown Transfer Station and Parking Garage in an Amount Not to Exceed $452,178 For Fiscal Year (FY) 2025, as requested by the Administration Department.

City Manager Jeff Jurgens provided a brief overview of the project's objectives.

Deputy City Manager Tyus presented the proposal for the Downtown Bloomington Transit Center and Parking Garage Project. He highlighted the main issues with the building, such as the ongoing expenses to maintain the garage and structural problems. He stressed the need for additional parking and a transfer station downtown. He introduced CDM Smith as the contractor and discussed the proposed budget of $452,178 for design of two parking levels noting

additional costs would be brought for consideration should a third level be recommended. He shared the project timeline of demolition in the fall of 2025 and reopening in the spring of 2026.

Council Member Crumpler thanked the Mayor and Sr. Deputy City Manager Tyus for their involvement. He expressed excitement and support for the project.

Council Member Ward asked about feedback from Downtown businesses and the impact on the Downtown Post Office. Sr. Deputy City Manager Tyus shared that Downtown businesses had expressed support for additional parking and confirmed the post office would be Downtown.

Council Member Hendricks, too, expressed excitement for the project, and supported a third parking level. He stressed the importance of communicating a parking plan while the garage was unavailable.

Council Member Montney asked about retail opportunities in the development, as well as current occupancy rates of Downtown commercial properties. She expressed concerns with including retail spaces and its impact on Downtown revitalization. Sr. Deputy City Manager Tyus confirmed no plans for additional retail currently existed, and shared that a review and study would be completed to assess opportunities, occupancy rates, and potential uses.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

RESOLUTION NO. 2024 - 045

A RESOLUTION APPROVING AUTHORITY TO PROVIDE REIMBURSEMENT TO CONNECT TRANSIT FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE PROPOSED DOWNTOWN TRANSFER STATION AND PARKING GARAGE IN AN AMOUNT NOT TO EXCEED $452,178 FOR FISCAL YEAR (FY) 2025

Finance Director's Report

Scott Rathbun, Finance Director, presented the Fiscal Year ("FY") Financial Summary as of July 31, 2024. He highlighted revenues, compared last year's figures, and discussed year-to-date figures and encumbrances. He noted changes from FY24 to FY25 reserves, and mentioned possible concerns with instability caused by the elections. He summarized FY25 General Fund Revenues and Expenditures, Enterprise Funds, and highlighted the increase in revenue for 2023 from the Golf Fund. He concluded by noting where to locate City budget materials online.

Council Member Montney thanked Mr. Rathbun and asked about reserves being used to address debt, as well as figures on the Arena's remaining debt. Mr. Rathbun gave a ballpark estimate of $20,000,000 remaining debt on the Arena and explained the issue of competing interests for funds and utilization of funds to address other needs in the community. She requested additional information detailing operational costs and outstanding debt in the future.

City Manager's Discussion

City Manager Jurgens noted agenda items presented that impacted the community greatly. He provided updates on the coalition working to address homelessness and shared plans for the upcoming winter. He provided brief updates on several Public Work projects, and shared positive feedback regarding the asphalt paver that Public Works had rented.

Mayor's Discussion

Mayor Mwilambwe echoed excitement for progress with Public Works projects throughout the community. He noted a press conference held to announce federal funding of projects and thanked the legislature for their support.

Council Member's Discussion

Council Member Hendricks highlighted several upcoming events and thanked City Manager Jurgens and Sr. Deputy City Manager Tyus for attending a Downtown Business Owner's Group meeting.

Council Member Ward invited everyone to the 100-Year Celebration at Bent Elementary.

Executive Session

Council Member Boelen made a motion, seconded by Council Member Hendricks, to enter into Executive Session per 2(c)(11) and 2(c)(12) of 5 ILCS 120 to discuss pending litigation and a claim settlement.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council entered Executive Session at 6:48 P.M.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council returned to regular session at 7:11 P.M.

The meeting adjourned at 7:12 P.M.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Mboka Mwilambwe, Mayor Leslie Smith-Yocum, City Clerk

DRAFT

CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: October 14, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the September 9, 2024 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 2B Draft Minutes

MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY SEPTEMBER 9, 2024, 6:00 P.M.

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

Roll Call

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

Recognition/Appointments

Item 5.A. Recognition of Board & Commission Reappointment, as requested by the Administration Department.

Mayor Mwilambwe recognized Joseph Blaney to the Transportation Commission.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. No emailed public comments were received. Dan Brady, Surena Fish, and Gary Lambert spoke in person.

Consent Agenda

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

Council Member Becker shared that he needed to recuse himself from Item 7.F due to a conflict of interest. He asked that the item be pulled from the Consent Agenda.

Council Member Hendricks made a motion, seconded by Council Member Boelen, to approve the Consent Agenda with the exception of Item 7.F.

Item 7.A. Consideration and Action to Approve the Minutes of the August 12, 2024, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action on Approving Bills and Payroll in the Amount of $10,654,419.57, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and Action on the Purchase of a New Pro-Deck for Grossinger Motors Arena, in the Amount of $149,950.00, as requested by the Arts & Entertainment Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.D. Consideration and Action on an Intergovernmental Agreement with the McLean County Soil and Water Conservation District (MCSWCD), Town of Normal, McLean County, and the Bloomington/Normal Water Reclamation District (BNWRD), Regarding the Funding of a Soil Conservationist through the MCSWCD, as requested by the Water Department. (Recommended Motion: The proposed Intergovernmental Agreement be approved.)

Item 7.E. Consideration and Action to Approve a Contract with SiteMed Fire to Provide Occupational Safety and Health Administration (OSHA) Required Medical Surveillance and Physical Evaluation, in the Amount Not to Exceed $59,114, as requested by the Human Resources Department and the Fire Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.F. was pulled from the Consent Agenda by Council Member Becker.

Item 7.G. Consideration and Action on a Resolution Authorizing a Contract for Axon Software and Equipment for Five Marked Police Vehicles, in the Amount of $50,990.30, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 047

A RESOLUTION AUTHORIZING A CONTRACT WITH AXON ENTERPRISES, INC. FOR THE PURCHASE OF ADDITIONAL EQUIPMENT AND LICENSING IN THE AMOUNT OF $50,990.30

Item 7.H. Consideration and Action to Approve a Resolution in Support of an Illinois Transportation Enhancement Program Grant Application for Pedestrian and Bicycle Improvements on Constitution Trail, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 048

A RESOLUTION IN SUPPORT OF AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM GRANT APPLICATION FOR PEDESTRIAN AND BICYCLE IMPROVEMENTS ON CONSTITUTION TRAIL

Item 7.I. Consideration and Action on an Ordinance Amending Section 39-804(a) to Clarify the Duty of Facilitators of the Rental of Hotel and Motel Rooms to File Monthly Tax Returns, as requested by the Legal Department and the Finance Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 069

AN ORDINANCE AMENDING SECTION 39-804(a) TO CLARIFY THE DUTY OF FACILITATORS OF THE RENTAL OF HOTEL AND MOTEL ROOMS TO FILE MONTHLY TAX RETURNS

Item 7.J. Consideration and Action on a Resolution Approving the Open Space Lands Acquisition and Development (OSLAD) Grant Resolution to Certify the City of Bloomington has Sufficient Funds to Complete the Sunnyside Park Sustainability Initiative Project within a Three

(3) Year Period if Notified of the OSLAD Grant Award, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 049

A RESOLUTION APPROVING THE OPEN SPACE LANDS ACQUISITION AND DEVELOPMENT (OSLAD) GRANT RESOLUTION TO CERTIFY THE CITY OF BLOOMINGTON HAS SUFFICIENT FUNDS TO COMPLETE THE SUNNYSIDE PARK SUSTAINABILITY INITIATIVE PROJECT WITHIN A THREE (3) YEAR PERIOD IF NOTIFIED OF THE OSLAD GRANT AWARD

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Items Pulled from the Consent Agenda

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

Item 7.F. Consideration and Action on a Resolution Authorizing Waiving the Formal Bidding Requirements and Approving a Two (2) Year Agreement Between the City of Bloomington and SCADAware Inc., in the Amount of $250,000 for Ongoing SCADA Maintenance and Emergency Services, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

Council Member Becker left the room to recuse himself at 6:11 P.M.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

RECUSE: Becker

Motion carried.

RESOLUTION NO. 2024 – 046

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDIDNG REQUIREMENTS AND APPROVING A TWO (2) YEAR AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND SCADAWARE INC., IN THE AMOUNT OF $250,000 FOR ON GOING SCADA MAINTENANCE AND EMERGENCY SERVICES

Council Member Becker returned to the meeting at 6:12 P.M.

Regular Agenda

The following Item was presented:

Item 8.A. Consideration and Action on an Ordinance Declaring an Emergency Related to Homelessness within the Community and Authorizing the City Manager to Issue Executive Orders to Increase Indoor Shelter Capacity, as requested by Mayor Mboka Mwilambwe and City Council.

The Mayor thanked City Manager Jeff Jurgens, staff, Sr. Deputy City Manager Billy Tyus, and the nonprofit community for their efforts to address homelessness issues.

City Manager Jurgens provided a brief overview of safety protocols and stressed the importance of shelter and resources in preparation for the winter. He thanked Dan Leisher and staff of the Salvation Army for their work.

Council Member Ward thanked City Manager Jurgens and staff for their efforts addressing the issue. She asked for additional information regarding the safety protocols. City Manager Jurgens provided detail on the safety protocols and reasoning behind them.

Council Member Boelen mentioned the timeframe for the Order, other recommended facility options for housing, as well as additional resources. She stressed the importance of accessibility when providing resources.

Council Member Montney noted the Order did not provide funding the programs. City Manager Jurgens shared that East View Community Church had committed to providing $50,000 to fund the program during the winter and that no other agencies would be asked for funding.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

ORDINANCE NO. 2024 – 070

AN ORDINANCE DECLARING AN EMERGENCY RELATED TO HOMELESSNESS WITHIN THE COMMUNITY AND AUTHORIZING THE CITY MANAGER TO ISSUE EXECUTIVE ORDERS TO INCREASE INDOOR SHELTER CAPACITY

Item 8.B. Presentation and Update on City Council's Housing Initiatives, as requested by the Administration Department.

City Manager Jurgens highlighted data on the declining inventory of homes for sale and market time of homes in the City. He shared the location of resources for more information surrounding housing development in the community.

Senior Deputy City Manager Tyus presented updates on the City's Housing Initiatives. He highlighted several challenges with grant funded Housing Rehabilitation Programs and overviewed potential targeted work areas, annual income eligibility requirements, project budgets, and eligible work of several rehabilitation programs. He also discussed the benefits of Community Impact Days and Home Acquisition & Rehab Programs.

Melissa Hon, Economic & Community Development (ECD) Director, discussed the zoning and subdivision code review, as well as proposed changes to encourage housing development. Sr. Deputy City Manager Tyus noted the inclusion of the parking code in the review. Mrs. Hon then overviewed standardized housing incentive fee reductions for low-income and affordable housing and Mr. Tyus noted that BNWRD (Bloomington Normal Water Reclamation District) had not formally agreed to waive their fees, but discussions were ongoing. Mrs. Hon discussed the fee cap within a specified timeframe and Mr. Tyus continued discussing other standardized incentive options, including a 5-year tax freeze, enterprise zone amendments, and rental assistance. He also highlighted the benefits of a Pre-Approved Housing Types Catalog.

Mayor Mwilambwe asked about a timeline for bringing more definite items back to Council. Sr. Deputy City Manager Tyus estimated the timeline would be fourth quarter.

Council Member Kearns asked how the programs would affect the Annual Action Plan. Mrs. Hon stated that the allocation of funds depended on the direction of the FY26 Annual Action Plan and noted affordable housing being a priority.

Council Member Boelen thanked staff for their work. She recommended adjustments to the annual median income requirements, affordable housing inclusion requirements, and fees. She asked the duration of the program. Mrs. Hon addressed her question by stating that the program would be capped once the funding limit or term limit was reached.

Council Member Ward commented on additional incentive opportunities, expressed support of the Pre-Approved Housing Catalog, and shared additional community development opportunities.

Council Member Boelen made a motion, seconded by Council Member Hendricks, to extend the discussion time by five minutes.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council Member Montney echoed Council Member Boelen's concerns regarding median income requirements. She asked where funding would be allocated from, whether conversations had been had with nonprofits regarding rehab projects, and about residency requirements. She mentioned the Housing Symposium feedback regarding the interest rates. Sr. Deputy City Manager Tyus stated that the proposed funding would be dependent on future determinations, he expressed support in including third parties, and shared that discussions were ongoing regarding residency requirements. He stressed the importance of identifying barriers to development.

Council Member Kearns commented on how zoning changes could incentivize small developers.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

City Manager's Discussion

City Manager Jurgens thanked staff for their continued work addressing the homelessness issue within the community. He highlighted the upcoming Bloomington Bison inaugural jersey premiere, commended the City's Communications Center on its recent accreditation, as well as shared that the City was once again accredited by KultureCity.

Mayor's Discussion

No comments were given.

Council Member's Discussion

In response to Public Comment, Council Member Hendricks noted that Council had voted to approve the Owen's Nursery purchase at Council held on June 10, 2024.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried (viva voce).

The meeting adjourned at 7:06 P.M.

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

DRAFT

CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: October 14, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of $21,594,082.81, 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 $21,594,082.81 (Payroll total $6,740,231.47 Accounts Payable total $9,214,776.33, Bank Transfers total $5,463,088.39, and Procurement Card Purchases total $175,986.62).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Sheryl McDaniel, Accountant

ATTACHMENTS:
FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
9/20/2024	$ 2,768,708.49	$ 627,482.69	$ 3,396,191.18
10/4/2024	$ 2,726,140.23	$ 618,215.46	$ 3,344,355.69
Off Cycle Adjustments	$ (468.68)	$ 153.28	$ (315.40)
		PAYROLL TOTAL	**$ 6,740,231.47**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
10/14/2024	AP General	$ 8,115,119.50
10/14/2024	AP JMScott	$ -
10/14/2024	AP Comm Devel	$ 44,820.00
10/14/2024	AP IHDA	$ 269.00
10/14/2024	AP Library	$ 385,812.16
10/14/2024	AP MFT	$ 131,286.21
09/19/24-10/03/24	Out of Cycle AP	$ 537,469.46
06/17/24-09/12/24	AP Bank Transfers	$ 5,463,088.39
	AP TOTAL	**$ 14,677,864.72**

PCARDS

07/02/24-08/01/24	$175,986.62
PCARD TOTAL	**$175,986.62**

GRAND TOTAL	**$ 21,594,082.81**

Respectfully,

F Scott Rathbun
Director of Finance

CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: October 14, 2024

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Reappointments be approved.

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

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

BACKGROUND: Applications are on file in the Administration Office. The Mayor of the City of Bloomington asks Council concurrence in the appointment of:

Cultural Commission: Angelique Racki's reappointment is effective immediately, with an expiration date of 04-30-26.

Japanese Sister City: Kyle Silver's reappointment is effective immediately, with an expiration date of 04-30-26.

Public Safety and Community Relations Board: William Bennett's reappointment is effective immediately, with an expiration date of 04-30-27.

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

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:
ADM 1B Boards & Commissions Roster

CULTURAL COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Cultural Commission	Staff Liaison	Anthony	Nelson				false
Hold Over	Cultural Commission	Commissioner	Angelique	Racki	4/30/2023	3/27/2017	2016	true
Active	Cultural Commission	Commissioner	Shweta	Shukla	4/30/2025	8/28/2023	2020	true
Active	Cultural Commission	Commissioner	Katherine	Browne	4/30/2025	3/25/2024	2024	true
Active	Cultural Commission	Commissioner	Peter	Pontius	4/30/2025	3/25/2024	2024	true
Active	Cultural Commission	Commissioner	Crystal	Bricker	4/30/2025	3/11/2024	2024	true
Vacant	Cultural Commission				4/30/2025			
Active	Cultural Commission	Commissioner	Cindy	Termuende	4/30/2026	5/22/2023	2023	true
Active	Cultural Commission	Commissioner	Dallas	Long	4/30/2026	8/28/2023	2023	true
Active	Cultural Commission	Chair	Faisal	Rashid	4/30/2027	5/13/2024	2023	true

JAPANESE SISTER COMMITTEE ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Japanese Sister City Committee	Chair	Jeff	Kroesch				false
Hold Over	Japanese Sister City Committee	Committee Member	Kyle	Silver	4/30/2023	3/27/2017	2016	true
Active	Japanese Sister City Committee	Committee Member	Bennett	Morris	4/30/2025	2/27/2023	2023	true
Active	Japanese Sister City Committee	Committee Member	Katherine	Scheck	4/30/2025	2/27/2023	2023	true
Active	Japanese Sister City Committee	Committee Member	Sarah	Adelman	10/9/2025		2023	true
Active	Japanese Sister City Committee	Committee Member	Brenda	Guest	4/30/2026	5/22/2023	2018	true
Vacant	Japanese Sister City Committee				4/30/2026			true
Vacant	Japanese Sister City Committee				4/30/2026			true
Active	Japanese Sister City Committee	Committee Member	Dawn	McBride	4/30/2027	5/13/2024	2018	true
Active	Japanese Sister City Committee	Committee Member	Steven	Campbell	4/30/2027	5/13/2024	2021	true
Active	Japanese Sister City Committee	Committee Member	Justin	Tirone	4/30/2027	3/11/2024	2024	true

PUBLIC SAFETY & COMMUNITY RELATIONS BOARD ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Public Safety & Community Relations Board	Staff Liaison	Michael	Hurt				false
Vacant	Public Safety & Community Relations Board	Youth Member						
Vacant	Public Safety & Community Relations Board	Youth Member						
Hold Over	Public Safety & Community Relations Board	Board Member	William	Bennett	4/30/2024	4/12/2021	2017	true
Hold Over	Public Safety & Community Relations Board	Board Member	Surena	Fish	4/30/2024	4/12/2021	2017	true
Active	Public Safety & Community Relations Board	Board Member	Arthur	Taylor	4/30/2025	4/25/2022	2017	true
Active	Public Safety & Community Relations Board	Board Member	Ashley	Farmer	4/30/2026	2/27/2023	2021	true
Active	Public Safety & Community Relations Board	Board Member	Rachel	McFarland	4/30/2026	2/27/2023	2021	true
Active	Public Safety & Community Relations Board	Board Member	Sean	Murphy	4/30/2026	6/24/2024	2024	true
Active	Public Safety & Community Relations Board	Board Member	Tylian	Smith	1/22/2027	1/24/2024	2024	true

CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: October 14, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on a Resolution Authorizing an Agreement with Crawford, Murphy & Tilly, Inc., for the Engineering Design Services Associated with the Lead Service Replacement Project on Main Street from Locust Street to Jefferson Street, in the Amount Not to Exceed $70,000, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities

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

BACKGROUND: The Water Department is recommending the approval of an agreement with Crawford, Murphy & Tilly, Inc. ("CMT"), for the engineering design services associated with the Lead Service Replacement Project on Main Street from Locust Street to Jefferson Street and the design for a new watermain along Market Street going west approximately 100 feet. The agreement also includes assistance with obtaining private property agreements to access water service lines within the buildings to complete the replacement of any lead or galvanized service lines.

Through Request for Qualifications ("RFQ") 2022-25 (Resolution 2022-13), Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2022-25 established 10 categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than $50,000, and large projects cost $50,000 or more. City staff reviewed the nine selected firms under the Utility (Large) category, which is the key service for the project as described above, and determined CMT to be the most qualified firm to do the work that best meets the City's needs. Based on CMT's selection under RFQ 2022-25 and their experience with the design, CMT was asked to submit a proposal for the scope and fees associated with the professional services associated with the Engineering Design Services Associated for the Lead Service Replacement Project on Main Street from Locust Street to Jefferson Street and the design for a new watermain along Market Street going west approximately 100 feet. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply. CMT's proposed Scope of Services and Agreement fees are not to exceed $70,000. For this specific project, as outlined above, CMT was deemed to be the most qualified and best fit for the work out of the pre-qualified engineering firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Crawford,

Murphy & Tilly, Inc., for the Engineering Design Services Associated with the Lead Service Replacement Project on Main Street from Locust Street to Jefferson Street, in the Amount Not to Exceed $70,000. The Professional Services will be paid from the Water Transmission & Distribution-Architectural & Engineering Services for Capital account (50100120-70051). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 128, 226, 310, 321, and 322.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal UEW-1 (provide quality public infrastructure within the City to protect public health, safety, and the environment), Object UEW-1.5 (Reliable water supply and distribution system that meets needs of the current and future residents)

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:
WTR 2B Resolution
WTR 2C Resolution Exhibit A - Agreement

RESOLUTION NO. 2024 - ____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC., FOR THE ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE LEAD SERVICE REPLACEMENT PROJECT ON MAIN STREET FROM LOCUST STREET TO JEFFERSON STREET, IN THE AMOUNT NOT TO EXCEED $70,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Crawford, Murphy & Tilly, Inc. be approved for the Engineering Design Services Associated with the Lead Service Replacement Project on Main Street from Locust Street to Jefferson Street (PROJECT), in the amount not to exceed $70,000 (Exhibit A); and

WHEREAS, PROJECT consists of engineering design services associated with the Lead Service Replacement Project on Main Street from Locust Street to Jefferson Street and the design for a new watermain along Market Street going West approximately 100 feet. The agreement also includes assistance with obtaining the private property agreements to access water service lines within the buildings to complete the replacement of any lead or galvanized service lines; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Agreement and any other necessary documents.

PASSED this 14th day of October 2024.

APPROVED this ___ day of October 2024.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Mboka Mwilambwe, Mayor Leslie Smith-Yocum, City Clerk

Exhibit A

2024 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between City of Bloomington, whose address is 115 E Washington St Suite 103, Bloomington, IL 61701, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 203 Harrison Street, Peoria, Illinois 61602, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Lead Service Line Replacement Project (Main Street from Locust Street to Jefferson Street) in accordance with the Scope of Services described in Exhibit A. Attached to and incorporated with this Agreement is a Standard Schedule of Hourly Charges (Exhibit B).

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

☒ On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.

☐ At the lump sum amount of $_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

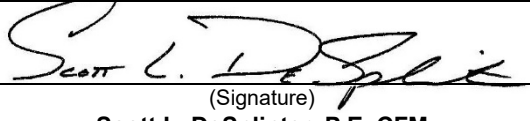
IT IS FURTHER MUTUALLY AGREED:

ENGINEER shall provide professional engineering services in general conformance with the Scope of Services (**Exhibit A**). The cost for professional engineering services shall not exceed **$70,000.00** without additional authorization from the **CLIENT**.

Design Engineering Services are anticipated to require a period of 6 months to complete.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2024.

CLIENT:	**ENGINEER:**
	CRAWFORD, MURPHY & TILLY, INC.
(Client Name)	
	
(Signature)	(Signature)
	Scott L. DeSplinter, P.E. CFM **Peoria/Moline Water Resources Group Manager**
(Name and Title)	(Name and Title)
	May 14, 2024
Date	Date

CMT Job No. _____

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed $50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. Risk Allocation ☐ Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of $50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT, ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

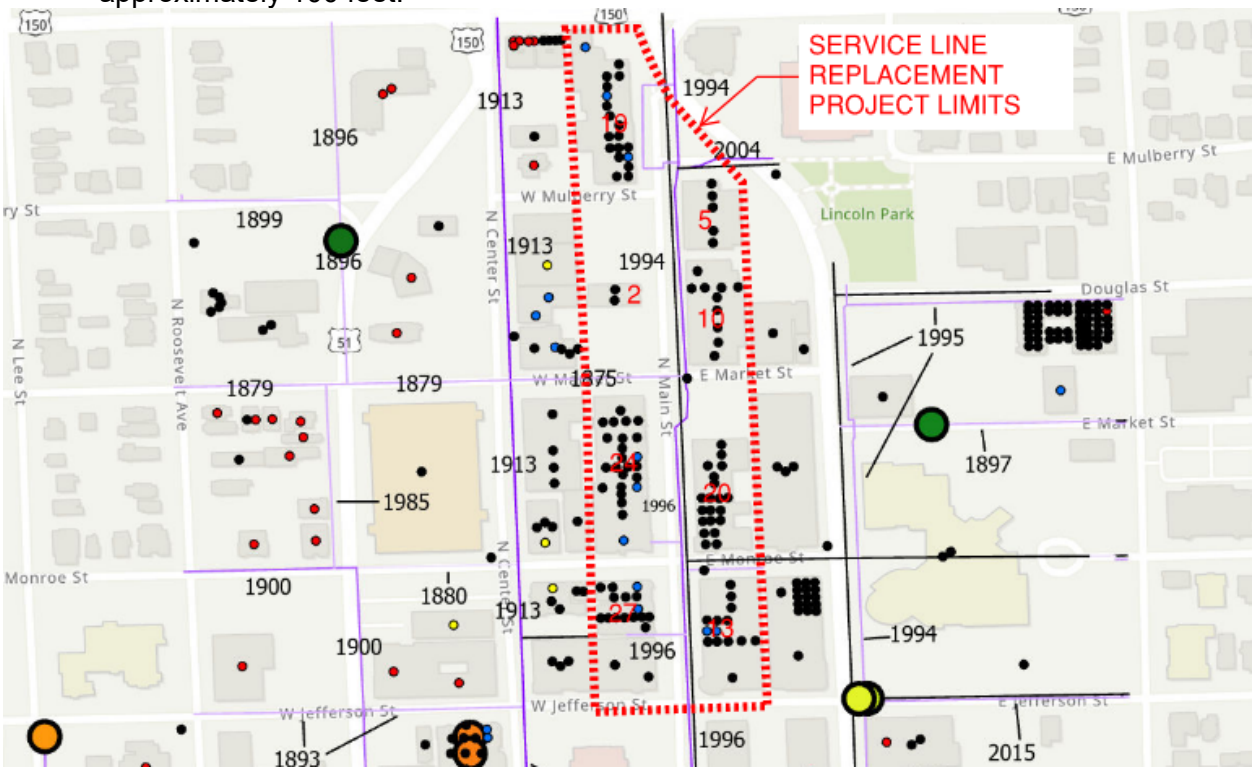
EXHIBIT A
City of Bloomington, Illinois

Lead Service Line Replacement Project
Main Street (Locust Street to Jefferson Street)

SCOPE OF SERVICES

The **Scope of Services** for the Project shall consist of the following areas of work:

A. Replacement of lead service lines along Main Street from Locust Street to Jefferson Street. Potentially 130 customers/services within the project limits, shown below.
B. Construction of a new watermain along Market Street from Main Street going west approximately 100 feet.



The **Scope of Services** for **Design and Bidding Engineering Phase Services** shall consist of the following tasks:

1. Project Kickoff Meeting

2. Update topographic drawings with as-built locations of watermains and water service lines.

3. Field Investigation of Existing Service Lines

4. Pickup Field Surveying
   a. Complete topographic survey of items noted in the field investigation.
   b. Point processing and generate AutoCAD C3D drawing for the survey limits.

5. Develop 50% watermain/service replacement plans

6. 50% Design Meeting

7. Develop 95% Construction Plans and Technical Specifications
    a. General Notes and Legends
    b. Plan and Profile Sheets (Anticipated 6 plan sheets). Water main plan and profiles will be drawn at 1"= 20' in the horizontal scale and 1" = 5' in the vertical scale for typical conditions.
    c. Misc. Construction Details (Anticipated 3 plan sheets)

8. Develop Opinion of Probable Construction Costs (OPCC)

9. Submit 95% Construction Plans and OPCC to the City for Review and Comment

10. Complete IEPA Permit Application

11. QA/QC Review

12. 95% Design Meeting (Final review of project documents and IEPA permit application)

13. Submit IEPA Permit Application

14. Assist with obtaining the private property agreement to access water service lines within the building to complete replacement of any lead or galvanized service line.

15. Project Management

Estimated Schedule

The estimated completion for the construction plans and specifications is approximately 6 months after receipt of a signed Agreement for Engineering Services authorizing CMT to proceed.

Additional Services not included in the Scope of Services

- Bidding Phase Services
- Construction Phase Services
- Boundary/ROW survey
- Courthouse research on existing boundary/ROW
- It is assumed that there are no environmental hazards or any historically significant sites along the project corridor. As such this proposal does not include any fee for preparing environmental surveys, mitigation or historical investigations.
- Environmental testing of soil boring samples in conjunction with the Clean Construction and Demolition Debris Rule has not been included in CMT's proposal.
- CMT's services do not include hydraulic modeling or other evaluations regarding size of water main and resulting headloss.
- Preliminary Environmental Site Assessment. Soil contamination or Unresolved Leaking Underground Storage Tank.

END OF DOCUMENT

EXHIBIT B
CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2024

Classification	Regular Rate
Principal	$ 290
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II Project Structural Engineer II	$ 280
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	$ 240
Sr. Structural Engineer II Sr. Architect II	$ 225
Sr. Technician II	$ 200
Aerial Mapping Specialist	$ 195
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	$ 195
Technical Manager II Environmental Scientist III	$ 180
Sr. Technician I	$ 175
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	$ 175
Environmental Scientist II Technician II	$ 150
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	$ 125
Administrative/Accounting Assistant	$ 85

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2025.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: October 14, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on a Resolution Authorizing an Agreement with Crawford, Murphy & Tilly, Inc., for the Engineering Design Services Associated with the Census Tract 59 Watermain and Lead Service Line Replacement Project - Phase 1, in the Amount Not to Exceed $250,000, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities

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

BACKGROUND: The Water Department is recommending the approval of an agreement with Crawford, Murphy & Tilly, Inc. ("CMT") for the Professional Services Associated with the Census Tract 59 Watermain and Lead Service Line Replacement Project Phase 1. Within the scope of the agreement, CMT will identify and develop a phasing approach for the replacement of the watermains and service lines within the Census Tract 59.

Through Request for Qualifications ("RFQ") 2022-25 (Resolution No. 2022-13), Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2022-25 established 10 categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than $50,000, and large projects cost $50,000 or more. City staff reviewed the nine selected firms under the Utility (Large) category, which is the key service for the project as described above, and determined CMT to be the most qualified firm to do the work that best meets the City's needs. Based on CMT's selection under RFQ 2022-25 and their experience with the design, CMT was asked to submit a proposal for the scope and fees associated with the Professional Services associated with the Census Tract 59 Watermain and Lead Service Line Replacement Project Phase 1. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply. CMT's proposed Scope of Services and Agreement fees are not to exceed $250,000. For this specific project, as outlined above, CMT was deemed to be the most qualified and best fit for the work out of the pre-qualified engineering firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Crawford, Murphy & Tilly, Inc., for the Engineering Design Services Associated with the Census Tract 59 Watermain and Lead Service Line Replacement Project - Phase 1, in the amount not to exceed $250,000. The Professional Services will be paid from the Water Transmission &

Distribution-Architectural & Engineering Services for Capital account (50100120-70051). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 128, 226, 310, 321, and 322.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal UEW-1 (provide quality public infrastructure within the City to protect public health, safety, and the environment), Object UEW-1.5 (Reliable water supply and distribution system that meets needs of the current and future residents)

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:
WTR 3B Resolution
WTR 3C Resolution Exhibit A - Agreement

RESOLUTION NO. 2024 - ____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC., FOR THE ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE CENSUS TRACT 59 WATERMAIN AND LEAD SERVICE LINE REPLACEMENT PROJECT - PHASE 1, IN THE AMOUNT NOT TO EXCEED $250,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending a contract with Crawford, Murphy & Tilly, Inc. be approved for engineering design services associated with the Census Tract 59 Watermain and Lead Service Line Replacement Project - Phase 1 (PROJECT), in the amount not to exceed $250,000 (Exhibit A); and

WHEREAS, PROJECT consists of work necessary for the installation of replacement water mains, increasing the pipe size to meet demand. All water service lines from the water main to the homes will be replaced; and

WHEREAS, Crawford, Murphy & Tilly, Inc. will develop an Opinion of Probable Construction Cost; and

WHEREAS, Crawford, Murphy & Tilly, Inc. will also complete the proper Illinois Environmental Protection Agency (“IEPA”) and Illinois Department of Transportation (“IDOT”) permit applications; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents.

PASSED this 14th day of October 2024.

APPROVED this ___ day of October 2024.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Mboka Mwilambwe, Mayor Leslie Smith-Yocum, City Clerk

Exhibit A

2024 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between City of Bloomington, whose address is 115 E Washington St Suite 103, Bloomington, IL 61701, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 203 Harrison Street, Peoria, Illinois 61602, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Census Tract 59 Watermain and Lead Service Line Replacement Project – Phase 1 in accordance with the Scope of Services described in Exhibit A. Attached to and incorporated with this Agreement is a Standard Schedule of Hourly Charges (Exhibit B).

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

☒ On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.

☐ At the lump sum amount of $_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

ENGINEER shall provide professional engineering services in general conformance with the Scope of Services (**Exhibit A**). The cost for professional engineering services shall not exceed **$250,000.00** without additional authorization from the **CLIENT**.

Design Engineering Services are anticipated to require a period of 6 months to complete.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2024.

CLIENT:	**ENGINEER:**
_____	**CRAWFORD, MURPHY & TILLY, INC.**
(Client Name)	
_____	_____
(Signature)	(Signature)
_____	**Scott L. DeSplinter, P.E. CFM** **Peoria/Moline Water Resources Group Manager**
(Name and Title)	(Name and Title)
_____	**July 30, 2024**
Date	Date

CMT Job No. _____

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed $50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. Risk Allocation ☐ Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of $50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT, ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

EXHIBIT A
City of Bloomington, Illinois

Watermain/Lead Service Line Replacement Project
Census Tract 59 – Phase 1

SCOPE OF SERVICES

The **Scope of Services** for the Project shall consist of the following areas of work:

A. Identify and develop a phasing for the replacement of the watermains within Census Tract 59 (bounded by
B. Construction of new watermains and service lines within Census Tract 59. (Approximately 10,000 L.F.of watermain replacement)

The **Scope of Services** for **Design and Bidding Engineering Phase Services** shall consist of the following tasks:

1. Project Kickoff Meeting

2. Review of existing GIS data watermains and lead service lines within Census Tract 59.

3. Sort the data to identify leads service lines, lead service line priority locations (day cares schools, etc.) watermain materials, watermain age, watermain break history (if any)

4. Develop a watermain/service line “priority list” and develop multiple improvement projects limits.

The Following Scope Items will be for one of the improvement projects developed in the initial tasks above

5. Field Surveying
    a. Establish horizontal and vertical control based on Illinois State Plane Coordinates (NAD 83, 2011 adj.)
    b. Complete topographic survey ROW to ROW and significant improvements including sidewalks, visible utilities, manholes and inlets (including structure details), driveways, curbs, etc...
    c. Existing ROW information from the City’s GIS System will be utilized for the ROW throughout the project limits. No field investigation or courthouse research will be performed to verify existing ROW.
    d. Point processing and generate AutoCAD C3D drawing for the survey limits
    e. QA/QC - field visit improvement area with paper copy of survey to spot check.

6. Utility Coordination (contact utility companies and attempt to obtain record information)

7. Develop preliminary watermain alignments.

8. 75% Design Meeting (To review alignments and connections)

9. IDOT Coordination

EXHIBIT A
City of Bloomington, Illinois

Watermain/Lead Service Line Replacement Project
Census Tract 59 – Phase 1

SCOPE OF SERVICES

10. Develop 95% Construction Plans
    a. Title Sheet
    b. General Notes, Legend and Benchmarks
    c. Plan and Profile Sheets (Anticipated 24 plan sheets). Water main plan and profiles will be drawn at 1"= 20' in the horizontal scale and 1" = 5' in the vertical scale for typical conditions.
    d. Pavement Removal and Replacement Plans (Anticipated 12 sheets)
    e. Misc. Construction Details (Anticipated 3 plan sheets)

11. Develop Opinion of Probable Construction Costs (OPCC)

12. Submit 95% Construction Plans and OPCC to the City for Review and Comment

13. Complete IDOT Utility Permit Application

14. Complete IEPA Permit Application

15. QA/QC Review

16. 95% Design Meeting (Final review of project documents and IEPA permit application)

17. Submit IEPA Permit Application

18. Project Management

Additional Services not included in the Scope of Services

- Ownership and easement documents.
- Property owner service line contact, coordination, access grants.
- Boundary/ROW survey.
- Courthouse research on existing boundary/ROW
- It is assumed that there are no environmental hazards or any historically significant sites along the project corridor. As such this proposal does not include any fee for preparing environmental surveys, mitigation or historical investigations.
- Environmental testing of soil boring samples in conjunction with the Clean Construction and Demolition Debris Rule has not been included in CMT's proposal.
- Wetland surveys are not included in CMT's proposal.
- CMT's services do not include hydraulic modeling or other evaluations regarding size of water main and resulting headloss.
- Preliminary Environmental Site Assessment. Soil contamination or Unresolved Leaking Underground Storage Tank.
- Bidding and Construction phase services.

END OF DOCUMENT

EXHIBIT B

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2024

Classification	Regular Rate
Principal	$ 290
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II Project Structural Engineer II	$ 280
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	$ 240
Sr. Structural Engineer II Sr. Architect II	$ 225
Sr. Technician II	$ 200
Aerial Mapping Specialist	$ 195
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	$ 195
Technical Manager II Environmental Scientist III	$ 180
Sr. Technician I	$ 175
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	$ 175
Environmental Scientist II Technician II	$ 150
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	$ 125
Administrative/Accounting Assistant	$ 85

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2025.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: October 14, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing an Agreement with Farnsworth Group, Inc., for a Professional Services Agreement Associated with Evaluating the Supplemental Water Source Review 2024, in the Amount Not to Exceed $91,000, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities

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

BACKGROUND: The Water Department is recommending the approval of an Agreement with Farnworth Group, Inc. to assist in evaluating the Supplement Water supply and opportunities to increase infrastructure resilience for the community.

Farnsworth scope of work will include a full-service approach with the planning for additional drinking water sources as part of a long-term water plan. With the economic vitality in the Bloomington area, the need to ready the City for additional water demand with an updated review of available water resources is merited. The goal of this work will be to identify an implementation planning order to provide guidance and considerations for the expansion of the potable water source.

Through Request for Qualifications ("RFQ") 2022-25 (Resolution 2022-13), Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2022-25 established 10 categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than $50,000, and large projects cost $50,000 or more. City staff reviewed the nine selected firms under the Utility (Large) category, which is the key service for the project as described above, and determined the Farnsworth Group to be the most qualified firm to do the work that best meets the City's needs. Based on Farnsworth's selection under RFQ 2022-25 and their experience with the design, Farnsworth was asked to submit a proposal for scope and fees associated with the Professional Services Associated with the Supplemental Water Source Review. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply. Farnsworth's proposed Scope of Services and Agreement fees are not to exceed $91,000. For this specific project, as outlined above, Farnsworth was deemed to be the most qualified and best fit for the work out of the pre-qualified engineering firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Farnsworth Group, Inc., for a Professional Services Agreement Associated with evaluating the Supplemental Water Source Review 2024, in the Amount Not to Exceed $91,000. The Professional Services will be paid from the Water Transmission & Distribution-Architectural & Engineering Services for Capital account (50100120-70051). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 128, 226, 310,321, and 322.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal UEW-1 (provide quality public infrastructure within the City to protect public health, safety, and the environment), Object UEW-1.5 (Reliable water supply and distribution system that meets needs of the current and future residents)

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:
WTR 4B Resolution
WTR 4C Resolution Exhibit A - Agreement

RESOLUTION NO. 2024 - ____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH FARNSWORTH GROUP, INC., FOR THE PROFESSIONAL SERVICES AGREEMENT ASSOCIATED WITH EVALUATING THE SUPPLEMENTAL WATER SOURCE, IN THE AMOUNT NOT TO EXCEED $91,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Farnworth Group, Inc., for the Professional Services associated with evaluating the supplemental water source (PROJECT), in the amount not to exceed $91,000 (Exhibit A); and

WHEREAS, PROJECT consists of a full-service approach with the planning for additional drinking water sources as part of a long-term water plan. With the economic vitality in the Bloomington area, the need to ready the City for additional water demand with an updated review of available water resources is merited. The goal of this work will be to identify an implementation planning order to provide guidance and considerations for the expansion of the potable water source; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Agreement and any other necessary documents.

PASSED this 14th day of October 2024.

APPROVED this ___ day of October 2024.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Mboka Mwilambwe, Mayor Leslie Smith-Yocum, City Clerk

Farnsworth GROUP

PROJECT SERVICES AGREEMENT

Supplemental Water Source Review 2024

City of Bloomington

August 28, 2024

Farnsworth GROUP

2709 McGraw Drive
Bloomington, IL 61704
p 309.663.8435

www.f-w.com

August 28, 2024

City of Bloomington
603 W. Division St.
Bloomington, IL 61701

Attn: Ed Andrews, P.E., Water Department Director

RE: Project Services Agreement for:
City of Bloomington –Supplemental Water Source Review 2024

Dear Mr. Andrews:

Thank you for requesting Farnsworth Group, Inc. to assist in evaluating supplemental water supply opportunities to increase infrastructure resilience for the community. We have prepared this Agreement to match the scope of the work as we understand it, and identified as follows:

Review of past research and studies that evaluated the water source expansion of the current water supply provided by Lake Bloomington and Evergreen Lake. Historically, the city has consistently improved their water supply to meet growing water use needs. Beginning in 1989, related to drought response, extensive research has been conducted evaluating water supply expansion alternatives. Approximately 10-years ago, supplemental water sources were evaluated further. This current effort is to re-evaluate and communicate the past findings and explore new opportunities that allow the City to build resiliency and accommodate growth for the community. New regulations and opportunities will be considered as part of this update that may not have existed or been an option since the last evaluation.

The following proposal provides specific details regarding the scope of work and the project approach. Please indicate your acceptance of this Agreement, including the attached Schedule of Charges and General Conditions, by signing and returning one copy for our records. We appreciate your consideration and look forward to working with you on this project.

Sincerely,

FARNSWORTH GROUP, INC.

Robert C. Kohlhase
Principal

SCOPE OF PROFESSIONAL SERVICES /

SCOPE OF WORK

Farnsworth Group's scope of work includes a full-service approach within the parameters set by the scope identified within this proposal. We have included Civil evaluation services and research, as well as necessary interface with the Client. The scope of work includes the services generally described as follows:

Planning for additional drinking water sources as part of long-term water use planning has been a continual process, especially since the drought of 1988-1989. With economic vitality in the Bloomington area, the need to ready the City for additional water demand with an updated review of available water resources is merited. The goal of this work will be to identify an implementation planning order to provide guidance and considerations for expansion of the potable water source.

Following is a listing of major topics that will serve as a study outline. Upon completion of this research, it is expected that with consensus from City staff, more detailed study will be proposed for the most feasible supplemental water sources.

1. **Summary and Feasibility for Supplemental Water Supply Options**
   - 1.1. Review of Previous Water Supply Alternative Analyses
     - 1.1.1. Present Day Feasibility Summary
   - 1.2. Past Lake Capacity Increases
     - 1.2.1. Reference to Current Hanson Studies
     - 1.2.2. Cross Reference Completed Hanson Studies
   - 1.3. Western Well Field Alternative Summary
   - 1.4. Sugar Creek Alluvial Deposits
     - 1.4.1. Review and Summary of 2014 Draft Report
     - 1.4.2. Yield Validation Steps
   - 1.5. Deep Well Use
     - 1.5.1. Well Test Data Hydraulic Evaluation
   - 1.6. Water Reuse Feasibility
   - 1.7. Identification and Evaluation of New Opportunities
2. **Review CLIENT's existing data, maps, plans, and other information pertaining to the PROJECT. CLIENT shall provide such information upon approval of this agreement.**
3. **Review Financial, Legal, and Administrative Aspects of Supply Options.**

4. **Water Use Trending**

   4.1. 10- year Water Use Charting
      4.1.1. Comparison of Past Water Use with Supply and Treatment Capacities

   4.2. Water Use Trending
      4.2.1.Per Capita

   4.3. Non-Revenue Water Trending
      4.3.1. Per Capita

5. **Update of Current Regulatory Requirements**

   5.1. Identify requirements and critical path evaluation

6. **Water Quality Considerations**

   6.1. Nitrates, Nitrites
   6.2. Ammonia
   6.3. Sulfates
   6.4. TDS, Hardness, Radium
   6.5. Chlorination Strategies
   6.6. Deep Well Water Quality

7. **Current IEPA Requirements for New Water Supplies**

   7.1 Corrosion Control Study

8. **2008 Water Conservation Plan Review and Update**

9. **2010 Interim Water Supply Plan Summary Update**

10. **Non-Revenue Water Assessment**

    10.1 Innovative Approaches
    10.2 Research Current Technologies for Water Loss Identification
    10.3 Satellite Multispectral Aerial Imaging
    10.4 Sub-level Metering
    10.5 Use of Existing Metering Software for Time/Area Flow Assessments

11. **Water Main Asset Replacement Plan**

    11.1 Current City Lead Service Line Replacement Program Summary

    11.2 City Water Main Replacement Program Summary
       11.2.1 Water Loss Reduction Impacts
       11.2.2 Reduced Emergency Repairs

12. **Recommendations for the Most Feasible and Practical Opportunities to Increase Water Supply Capacity**

    12.1 Summary Format of Past Studies
    12.2 Discussion Format for New Opportunities

13. **Organize and Present Study to Facilitate Implementation Planning**

DELIVERABLES

The scope of work includes the deliverables generally described as follows:

A. Study Kickoff Meeting with Client to further define study format
   1. Identify existing data needs from City's files and records

B. 50% Study Review Work Session with Client
   1. Presentation to City staff for input and feedback
   2. City staff's review comments will be used to adjust Study approach

C. 75% Study Review Work Session with Client
   1. Presentation to City staff for input and feedback
   2. City staff's review comments will be used to adjust Study approach

D. 100% Study Report Delivered and Presentation to City staff

E. Presentation to City Council as Requested

PROFESSIONAL FEES /

Farnsworth Group proposes to provide the described services for a Fixed Fee, of **$91,000, (Ninety-One Thousand dollars),** ~~**plus normal reimbursable expenses.**~~ Additional details regarding payment terms and related policies are included in the attached General Conditions.

PROJECT TIMELINE /

We understand the timeline of the project to be as follows:

• Project Award	September 23, 2024
• Study Kick-off Meeting	October 21, 2024
• 50% Study Review Work Session	December 23, 2024
• 75% Study Review Work Session	January 20, 2025
• 90% Study Review Work Session	February 17, 2025
• 100% Presentation and Study Submittal	March 24, 2025

ADDITIONAL SERVICES /

The following services are not included in the fees for this proposal, but may be relevant to the project and can be provided at your request for an additional fee:

- Services resulting from the CLIENT's request to evaluate additional Report alternatives beyond those identified in the scope above
- Services required as a result of CLIENT's providing incomplete or incorrect PROJECT information to Farnsworth Group
- Undertaking investigation and studies including, but not limited to, detailed construction of operations, maintenance and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals
- Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, cost estimating, project peer review, value

engineering, and constructability review requested by the CLIENT; and performing or furnishing services required to revise the Report and other deliverables as a result of such review processes

- Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with the PROJECT
- Preparation of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT
- Services to make measured drawings of or to investigate existing conditions of facilities, or to verify the accuracy of drawings or other information provided by the CLIENT or others.

CLIENT RESPONSIBILITIES /

The following services or items are required to be provided by the City to allow Farnsworth to complete the scope of services outlined above.

- Lake Bloomington deep well construction logs, aquifer testing data, and yield evaluations
- Water Use Data for past 10 years
- Water Quality Data
- Other data as found necessary during work sessions with City staff
- Summary of active projects in nearby area that could impact this PROJECT's scope of work
- Provide any available drawings of existing surveys, site plan, base drawings, mapping, and exhibits

AGREEMENT /

FARNSWORTH GROUP, INC.

Signature

Robert C. Kohlhase

Typed Name

Principal

Title

August 28, 2024

Date

Signature

Kevin N. Hannel, P.E.

Typed Name

Senior Engineering Manager

Title

August 28, 2024

Date

CITY OF BLOOMINGTON

Signature

Ed Andrews, P.E.

Typed Name

Water Department Director

Title

Date

Farnsworth GROUP

CITY OF BLOOMINGTON AGREED
GENERAL CONDITIONS REVISED AS OF APRIL 2023

Date: August 28, 2024

Client: City of Bloomington, Illinois

Project: Supplemental Water Source Review 2024

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

Entire Agreement: These General Conditions and the signed Scope of Work to which they are attached constitute the entire Agreement between Client and Farnsworth Group and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Client will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Farnsworth Group. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Farnsworth Group understands that Client is tax exempt, and as such shall not be responsible for the payment of any tax or surcharge imposed by the government or passed through by Farnsworth Group, and that proof of such exemption shall be provided upon receipt. . Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within forty-five (45) days from date of invoice. Amounts outstanding more than forty-five (45) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using information (i) when the information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed. Farnsworth Group understands that as a municipal entity, Client is subject to certain policies and procedures which may compel Client to make contract documents publicly available. Client will make reasonable efforts to notify Farnsworth Group when required to publish to the public.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

Notice: All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit. Notice must be addressed at the address or electronic mail address shown below for, or such other address as may be designated by notice by such Party:

If to Client:	With a copy to:
City of Bloomington	City of Bloomington
Attn: City Manager	Attn: Legal Department
115 E. Washington St., Suite 103	115 E. Washington St., Suite 103
Bloomington, IL 61701	Bloomington, IL 61701
E-mail: admin@cityblm.org	E-mail: legal@cityblm.org

If to Farnsworth Group:	With a copy (which will not constitute notice) to:
Farnsworth Group, Inc.	Farnsworth Group, Inc.
Attn: Robert C. Kohlhase	Attn: Ryan Perras
2709 McGraw Drive	5613 DTC Parkway, Suite 1100
Bloomington, IL 61704	Greenwood Village, CO 80111
E-mail: rkohlhase@F-W.com	E-mail: rperras@F-W.com

Facsimile; PDF Signatures. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, epidemic or pandemic, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Assignment: Client or Farnsworth Group shall not transfer or assign any rights under or interest in the Agreement, without the written consent of of the other party..

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the General Conditions. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect its ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Illinois law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group. Nothing herein, however, shall limit the Client's right to use the documents for municipal purpose, including but not limited to the Client's right to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the written consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. .

Right of Entry: Client shall provide for Farnsworth Group's and/or any subconsultant's right to enter property owned by Client and/or others in order for Farnsworth Group and/or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided; however, Farnsworth Group agrees to take every reasonable precaution to avoid such damage.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may

request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.

(b) Upon request, Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:

(i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.

(ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.

(iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

(c) BIM Digital Files. With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

(i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

(ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

Utilities: Client shall be responsible for designating the location of any of Client's utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant or other persons encountering Client controlled utilities or other of Client's man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such reasonable measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and/or any subconsultant shall review shop drawings and/or submittals solely for their general conformance with Farnsworth Group's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and/or any subconsultant shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to Farnsworth Group and/or any subconsultant.

LEED Certification and Energy Models: Client agrees that Farnsworth Group and/or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and/or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will

be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase 1 Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

General Insurance and Limitation: Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance in a limit amount not less than one million dollars ($1,000,000.00) per occurrence.. Certificates of all insurance shall be provided to Client prior to the commencement of work under this Agreement. . Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind. Further, Client shall be named as an additional insured on all such insurance policies, excluding workers compensation.

Professional Liability Insurance and Limitation: Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable; however, in no case be less than two million dollars ($2,000,000.00) per claim. Certificates of insurance shall be provided to Client prior to the commencement of work under this Agreement.. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL SERVICES SHALL BE LIMITED TO THE AVAILABLE LIMITS OF FARNSWORTH GROUP'S APPLICABLE INSURANCE COVERAGE ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and/or any subconsultant to subpoenas issued by any party other than Farnsworth Group and/or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois without regard to conflict of law principles.

CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: October 14, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Resolution Authorizing a Contract with Basic Information Technology Solutions, Inc. (BasicITS) for the Purchase, Removal, and Installation of Audio-Visual Equipment at All Fire Stations, in the Amount of $74,026.81, as requested by the Information Technology Department and the Fire Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: The Fire Department's current Cisco video conferencing system has been in use for several years and is now outdated, facing frequent performance issues, and lacking the features and reliability expected in a modern communication platform. As video conferencing becomes increasingly critical for operational efficiency, the current system no longer meets the department's needs, particularly for training, inter-departmental collaboration, and day-to-day administrative functions.

Need for Replacement

1. Aging Infrastructure: The existing Cisco system is nearing the end of its lifecycle, with declining manufacturer support and increased maintenance costs. Technical difficulties and compatibility issues have become common, disrupting meetings and creating inefficiencies.
2. Performance and Security Concerns: The current system has limited integration with other platforms and lacks advanced security features. This poses a risk, especially when sensitive information is being discussed during emergency responses or operational planning sessions.
3. Limited Features: The system does not offer the collaborative tools, user-friendly interface, or mobile accessibility found in modern video conferencing platforms, limiting the ability to share information and engage interactively.

Justification for Microsoft Teams

1. Consistency Across the City: Moving to Microsoft Teams aligns the Fire Department with the rest of the City's communication systems. This consistency streamlines collaboration between departments, improves workflow, and reduces the need for cross-platform troubleshooting.
2. Enhanced Collaboration: Microsoft Teams offers a comprehensive suite of features, including document sharing, real-time collaboration, chat, and video conferencing in a

single, integrated platform. This enhances the ability to conduct training sessions, strategic meetings, and emergency coordination efficiently.

3. Improved Security and Compliance: Teams provides advanced security measures, including end-to-end encryption, compliance certifications, and data protection features critical for safeguarding sensitive information discussed within the department.
4. Cost Efficiency and Support: Transitioning to Microsoft Teams reduces the overall costs associated with maintaining separate video conferencing platforms. Additionally, Teams is already supported by the City's IT infrastructure, offering unified support, updates, and training resources.
5. User Familiarity and Accessibility: Since Teams is already widely used across the City, most personnel are familiar with its interface, reducing the learning curve and enabling quick adoption. Its accessibility across devices also ensures that communication can continue seamlessly, whether staff are in the office, at a remote site, or on the move.

Upgrading to Microsoft Teams is a strategic move that addresses the operational inefficiencies of the current Cisco system while enhancing collaboration, security, and consistency across the City's departments.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a contract with BasicITS for the Purchase, Removal, and Installation of Audio-Visual Equipment at All Fire Stations in the Amount of $74,026.81. Funds are included in the FY 2025 Budget under the Information Technology-Capital Outlay Equipment Other than Office Account (10011610-72120). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 164 and in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 95.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Megan Horath, Administrative Assistant

ATTACHMENTS:
IT 1B Resolution
IT 1C Resolution Exhibit A - Contract
IT 1D Limited Source Justification

RESOLUTION NO. 2024 - ____

A RESOLUTION AUTHORIZING A CONTRACT WITH BASIC INFORMATION TECHNOLOGY SOLUTIONS, INC. (BASICITS) FOR THE PURCHASE, REMOVAL, AND INSTALLATION OF AUDIO-VISUAL EQUIPMENT AT ALL FIRE STATIONS, IN THE AMOUNT OF $74,026.81

WHEREAS, subject to the provisions of the City Code, City staff are recommending a contract with Basic Information Technology Solutions, Inc. (BasicITs). be approved for the Purchase, Removal, and Installation of Audio-Visual Equipment At All Fire Stations (PROJECT), in the amount of $74,026.81 (Exhibit A); and

WHEREAS, the Fire Department's current Cisco video conferencing system has been in use for several years and is now outdated, facing frequent performance issues, and lacking the features and reliability expected in a modern communication platform. As video conferencing becomes increasingly critical for operational efficiency, the current system no longer meets the department's needs, particularly for training, inter-departmental collaboration, and day-to-day administrative functions; and

WHEREAS, the PROJECT consists of work necessary for the replacement of the current system, which is nearing the end of its lifecycle, and installation costs; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents.

PASSED this 14th day of October 2024.

APPROVED this ___ day of October 2024.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Mboka Mwilambwe, Mayor Leslie Smith-Yocum, City Clerk

Exhibit A

110 Harvey Court

East Peoria, IL 61611

P. 309.698.2681

Bill to
City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

Ship to
City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

Shipping Method Ground

Quote Number SQ10832

End Customer Steve Mattis

Created Date 09/13/2024

Expiration Date 10/13/2024

Model	Description	Unit Price	QTY	Total Price
	Fire HQ\1 - 310 N. Lee St. Upper Level			
QB85C	Samsung QB85C QBC Series - 85" LED-backlit LCD display - Crystal UHD - 4K	$1600.45	1	$1,600.45
LTM1U	Chief Fusion Large Micro-Adjustable Tilt TV Wall Mount - For Displays 42-86" - Black - Large mounting bracket	$249.05	1	$249.05
8L531AA	Poly Studio X70 All-In-One Video Bar with TC10K	$4724.51	1	$4,724.51
875L2AA	Poly Studio X70 VESA Mount	$206.96	1	$206.96
P88155112	POLY+, STUDIO X70, TC10 1 yr service	$391.48	1	$391.48
Installation	Installation - Labor, Power Strip, HDMI, Cable Management	$3235.00	1	$3,235.00
	Fire HQ\1 - 310 N. Lee St. Lower Level			
8D8L1AA	Poly Studio X52 - video conferencing kit - with Poly TC10	$3094.73	1	$3,094.73
875L9AA	Poly Studio X52 Vesa Mount	$187.39	1	$187.39
P87625112	POLY+, STUDIO X52, TC10 1 yr service	$293.36	1	$293.36
Installation	Installation - Labor, Power Strip, HDMI, Cable Management	$3235.00	1	$3,235.00
	Fire 2 - 1911 Hamilton Road			
8L531AA	Poly Studio X70 All-In-One Video Bar with TC10K	$4724.51	1	$4,724.51
LTM1U	Chief Fusion Large Micro-Adjustable Tilt TV Wall Mount - For Displays 42-86" - Black - Large mounting bracket	$249.05	2	$498.10
P88155112	POLY+, STUDIO X70, TC10 1 yr service	$391.48	1	$391.48
Installation	Installation - Labor, Power Strip, HDMI, Cable Management	$3835.00	1	$3,835.00
	Fire 3 - 2301 E. Empire St			
QB75C	Samsung QB75C QBC Series - 75" LED-backlit LCD display	$1908.65	1	$1,908.65
8L531AA	Poly Studio X70 All-In-One Video Bar with TC10K	$4724.51	1	$4,724.51
LTM1U	Chief Fusion Large Micro-Adjustable Tilt TV Wall Mount - For Displays 42-86" - Black - Large mounting bracket	$249.05	1	$249.05
P88155112	POLY+, STUDIO X70, TC10 1 yr service	$391.48	1	$391.48
Installation	Installation - Labor, Power Strip, HDMI, Cable Management	$3235.00	1	$3,235.00

110 Harvey Court

East Peoria, IL 61611

P. 309.698.2681

Bill to City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

Model	Description	Unit Price	QTY	Total Price
	Fire 4 - 1705 S. Morris Ave			
8D8L1AA	Poly Studio X52 - video conferencing kit - with Poly TC10	$3094.73	1	$3.094.73
875L9AA	Poly Studio X52 Vesa Mount	$187.39	1	$187.39
P87625112	POLY+, STUDIO X52, TC10 1 yr service	$252.00	1	$252.00
Installation	Installation - Labor, Power Strip, HDMI, Cable Management	$3235.00	1	$3,235.00
	Fire 5 - 2602 Six Points Road			
8L531AA	Poly Studio X70 All-In-One Video Bar with TC10K	$4724.51	1	$4,724.51
P88155112	POLY+, STUDIO X70, TC10 1 yr service	$391.48	1	$391.48
Installation	Installation - Labor, Power Strip, HDMI, Cable Management	$3235.00	1	$3,235.00
	Fire 6 - 4040 E. Oakland Ave			
8L531AA	Poly Studio X70 All-In-One Video Bar with TC10K	$4724.51	1	$4,724.51
P88155112	POLY+, STUDIO X70, TC10 1 yr service	$391.48	1	$391.48
Installation	Installation - Labor, Power Strip, HDMI, Cable Management	$3235.00	1	$3,235.00
Installation-ZE	Zeller Electric will provide cabling and pathways for our work – 120v power and category 6 ethernet/network cabling from the TV locations.	$13380.00		$13,380.00

Total Price	$74,026.81
Grand Total	$74,026.81

Customer Signature: _____

Date: _____

(I)/(We) hereby authorize the performance of this work, having found the scope of work, specifications, and agreement to be satisfactory.
(I)(We) acknowledge having read and accepted the terms of this work and agreement in full.

110 Harvey Court

East Peoria, IL 61611

P. 309.698.2681

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("**Agreement**") is made this 13th day of September, 2024 ("**Effective Date**"), by and between Basic Information Technology Solutions, Inc., an Illinois corporation ("**Basic ITS**"), and ("**Customer**").

BACKGROUND

WHEREAS, Basic ITS is in the business of the installation of enterprise security platforms manufactured and supported by Verkada ("**Verkada**"); and

WHEREAS, Customer desires to engage Basic ITS as an independent contractor for the installation of an enterprise security platform at its place of business;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, Basic ITS and Customer agree as follows:

AGREEMENT

1. Scope of Agreement. Basic ITS agrees to perform work for Customer according to the terms, specifications, and criteria as set forth in the Sales Quote attached as Exhibit A ("**Quote**"). The work to be performed under this Agreement is comprised of "**Services**," which are the tasks specified to be performed by Basic ITS for Customer under the Quote, and "**Deliverables**," which are the tangible items to be provided or delivered by Basic ITS to Customer under the Quote.

2. Payment and Delivery. Basic ITS shall receive payment for the Services and the Deliverables in the amounts and pursuant to the schedules stated in the Quote.

2.1. Invoices. Invoices may be issued either upon completion of the Services, delivery of the Deliverables, or at other stated intervals in accordance with the applicable Quote. All amounts payable under this Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes, which Customer will pay (excluding taxes based upon the net income of Basic ITS). Except as otherwise required by this Agreement, Customer shall make payment on invoices within fifteen (15) days after issuance.

2.2. Delivery of Deliverables. All of the Deliverables are delivered F.O.B. shipping point. Accordingly, Customer shall pay any applicable shipping and loading costs, and Customer shall take responsibility for the Deliverables when the Deliverables leave Basic ITS's premises or the premises of Basic ITS's supplier(s).

2.3. Collection. If payment of any amount due under this Agreement is not received when due, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of two percent (2.0%) per month from the date due until paid in full. Customer's obligation to pay all

amounts due under this Agreement is absolute and unconditional, and Customer is not entitled to any setoffs to such amounts.

3. Performance.

3.1. Independent Contractors. Basic ITS's relationship with Customer will be that of an independent contractor, and nothing in this Agreement should be construed as creating a partnership, joint venture, or employer-employee relationship. Basic ITS will have sole discretion to determine the manner, method, and means of performing the Services and delivering the Deliverables.

3.2. Access. Customer shall provide Basic ITS with reasonable advance written notice of the time(s) during which Basic ITS may perform the Services and deliver the Deliverables. Customer acknowledges that Basic ITS shall have no liability for delays resulting from Basic ITS's inability to access Customer's place of business during regular business hours, for any work that at the request of Customer is performed out of the scheduled order requested by Basic ITS, or for any other reason outside of the control of Basic ITS. Furthermore, in the event that Basic ITS is required to perform the Services outside of regular business hours, Customer agrees to pay for those Services at a premium rate of one hundred fifty percent (150.0%) of the value attributed to those Services under the applicable Quote. For the purpose of this Section, "regular business hours" shall mean between 8:00 AM and 5:00 PM in the place where the Services are to be performed.

3.3. Acceptance. Customer shall have ten (10) days (or such other period as may be expressly set forth in a Quote) from completion of the Services and delivery of the Deliverables to test the Deliverables to determine whether they comply in all material respects with the requirements of this Agreement. If the Deliverables fail to so comply with the requirements of this Agreement, Customer's sole recourse shall be as provided in Section 4.

4. Warranties.

4.1. Services. Basic ITS warrants for a period of ten (10) days from completion of the Services that the Services performed will be of a quality conforming to generally accepted practices that are standard within the information technology services industry. Customer's exclusive remedy and Basic ITS's entire liability under this warranty will be for Basic ITS to re-perform any non-conforming portion of the Services within a reasonable period of time, or if Basic ITS cannot remedy the breach during such time period, then refund the portion of the fee attributable to such non-conforming portion of the Services.

4.2. Deliverables. Basic ITS warrants for a period of ten (10) days from delivery of the Deliverables that all Deliverables it creates or manufactures for Customer will meet the agreed designs and specifications. Basic ITS is not responsible for any defect in the Deliverables caused by normal wear or damage resulting from mishandling, accident, or the lack of reasonable and proper protection during storage. FOR DELIVERABLES NOT CREATED OR MANUFACTURED BY BASIC ITS, INCLUDING BUT NOT LIMITED TO THE DELIVERABLES CREATED OR MANUFACTURED BY VERKADA, NO WARRANTIES EITHER EXPRESSED OR IMPLIED ARE MADE BY BASIC ITS, AND CUSTOMER'S RECOURSE FOR DEFECTS IN SUCH DELIVERABLES SHALL BE SOLELY AGAINST THE CREATOR OR MANUFACTURER. Customer acknowledges that the adequate performance of the Deliverables, such as communication functions and streaming, may require sufficient network bandwidth. Customer further acknowledges that it is Customer's responsibility to obtain sufficient network bandwidth and implement sufficient security protocols for the protection of Customer's information technology system and the information stored on

Customer's information technology system. Basic ITS shall have no liability for any performance issues of the Deliverables, loss of data, or any other damages resulting from insufficient network bandwidth or security protocols.

4.3. Third-Party Warranties. With respect to any third party software or hardware provided by Basic ITS to Customer in connection with or embedded in the Deliverables, including but not limited to any Deliverables created or manufactured by Verkada, Basic ITS hereby assigns to Customer all end user warranties and indemnities relating to such third-party software and hardware; provided that such assignments are made only to the extent that Basic ITS is permitted to assign any such end user warranties and indemnities.

4.4. Disclaimer. BASIC ITS MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE IN THIS SECTION ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF BASIC ITS, WHICH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES PERFORMED AND DELIVERABLES DELIVERED UNDER THIS AGREEMENT. ALL WARRANTIES ARE NULL AND VOID IF THE CUSTOMER OR ANY OTHER PARTY ALTERS OR MODIFIES THE DELIVERABLES AFTER DELIVERY.

4.5. Restrictions. Except as expressly authorized by this Agreement, Customer may not: (a) modify, copy, disclose, alter or create derivative works of any of the Deliverables, the associated documentation ("**Documentation**"), or Verkada's trademarks; (b) license, sublicense, resell, distribute, lease or otherwise dispose of any of the Deliverables, the Documentation, or Verkada's trademarks; (c) use any of the Deliverables or the Documentation, or allow the transfer, transmission, export or re-export any of the Deliverables, in violation of the export control laws or regulations of the United States or any other country; (d) cause or permit any other party to do any of the foregoing; or (e) add the Deliverables to any governmental (i.e., local, state, or federal) contract or purchasing consortium unless authorized by Basic ITS and Verkada in writing. Further, Customer will not: (i) adopt, use or register any words, phrases or symbols that are identical to or confusingly similar to any of Verkada's trademarks within any territory; (ii) challenge or assist others to challenge Verkada's trademarks or the registration thereof or attempt to register any trademarks confusingly similar to Verkada's trademarks; and (iii) remove, alter or obscure any proprietary notices or any of Verkada's trademarks in or on the Deliverables including copyright notices, or permit any other party to do so.

5. Intellectual Property Rights.

5.1. Ownership. Customer acknowledges and agrees that Basic ITS is the owner of, or holds license to, all right, title, and interest, including copyright and all other intellectual property rights, in and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generated by Basic ITS in providing the Services or delivering the Deliverables (collectively the "**Work Product**"). No transfer of ownership of any Work Product is intended by this Agreement, and Customer agrees that it may not exploit or use the Work Product separately from the Deliverables or attempt to derive the source code or reverse engineer the Work Product.

5.2. Perpetual License to the Work Product. Subject to the terms and conditions of this Agreement, Basic ITS grants to Customer a perpetual, non-exclusive, non-transferable right and license to use and modify the Work Product solely for its own internal use; provided that any of the Work Product that is licensed to or sold by Basic ITS under a separate license or reseller agreement with a third party ("**Third-Party License**") will continue to be

governed by the Third-Party License, and the delivery of such Work Product by Basic ITS to Customer will not relieve or alter the obligations or responsibilities of any party with respect to the Third-Party License.

5.3. All Necessary Rights. If, as part of Basic ITS's performance of Services, Basic ITS is required to use, copy, or modify any third party system (hardware, software or other technology) provided or licensed to Customer, then prior to Basic ITS's performance of such Services, Customer will acquire all rights necessary for Basic ITS to perform such Services. Furthermore, Customer shall not take any action that would cause any of the Deliverables to infringe (whether directly, contributorily, by inducement, or otherwise), misappropriate, or violate any intellectual property rights. Customer acknowledges and agrees that Basic ITS makes no representations and warranties with respect to the performance of any third-party systems and components, including but not limited to magnetic locks, strikes, battery backups, cards, fobs, or other hardware preexisting performance of the Services, that are selected by Customer, and Basic ITS shall have no liability for the performance of those systems, even if they are designed to interact with the Deliverables.

6. Confidentiality.

6.1. Confidential Information. For the purpose of this Agreement, "**Confidential Information**" means all oral, written, or electronic data and information which includes but is not limited to technical information, research and development, information relating to new product plans, test information and other proprietary information, trade secrets, discoveries, ideas, concepts, know-how, techniques, software, designs, drawings, sketches, bills of materials, formulae, models, patent disclosures, specifications, drawings, diagrams, financial data and information regarding current and future product plans as well as market development plans and trade secrets. Basic ITS may consider such Confidential Information proprietary under this Agreement either because it has developed the Confidential Information internally or because it has received the Confidential Information subject to a continuing obligation to maintain the confidentiality of the Confidential Information, or because of other reasons. Basic ITS may consider such Confidential Information as a trade secret because such Confidential Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use.

Confidential Information shall not include information of Basic ITS that: (i) is or becomes part of the public domain through no wrongful act of Customer; (ii) is disclosed with the written consent and authorization of Basic ITS; (iii) is independently developed by Customer; (iv) is received by Customer without obligation of confidence from a third party whom Customer had no reason to believe was not lawfully in possession of such information, free of any obligation of confidence; or (v) is lawfully required to be disclosed pursuant to an order of a court or other authority of competent jurisdiction, provided that, before making such disclosure, Customer shall promptly provide Basic ITS with written notice of the requirement to disclose as provided in Section 6.3.

6.2. Representative. For the purpose of this Agreement, "**Representative**" means the shareholders, members, partners, directors, officers, managers, employees, affiliates or other owners of the parties and any agents, consultants, advisors or other representatives engaged for the purpose of assisting Customer in evaluating the Confidential Information including, without limitation, legal counsel, accountants, financial sources, and financial advisors of Customer.

6.3. Non-Disclosure. Customer acknowledges the confidentiality of the Confidential Information. Due to the value and/or sensitive nature of the Confidential Information, Customer undertakes and agrees that it shall: (a) treat the Confidential Information as strictly confidential, and except for Representatives,

110 Harvey Court

East Peoria, IL 61611

P. 309.698.2681

shall not disclose or permit the disclosure of the Confidential Information to any person or entity whatsoever without first obtaining written permission from Basic ITS; (b) restrict the disclosure of the Confidential Information solely to those Representatives of Customer with a need-to-know, provided that Customer agrees to: (i) inform each Representative made privy to the Confidential Information of the provisions of this Agreement; and (ii) make reasonable efforts to ensure that each Representative shall abide by the provisions of this Agreement and not make use of the Confidential Information other than as necessary; (c) take reasonable precautions against the Confidential Information being used or acquired by any unauthorized person or persons, which precautions shall entail the same degree of care as Customer uses in preserving the confidentiality of its own Confidential Information; (d) upon request of Basic ITS, immediately return to Basic ITS or provide certified evidence of destruction of all copies of the Confidential Information and any and all tangible materials relating to the Confidential Information including, but not limited to, computer disks, tapes, compact disks, and all other copies in whatever form whether such material was made or compiled by Customer or furnished by Basic ITS; (e) not reproduce or make copies of the Confidential Information except with the written consent of Basic ITS and that any such copies shall be given to Basic ITS upon request; and (f) if Customer or any of its Representatives is served with a subpoena or other process requiring the production or disclosure of the Confidential Information, then Customer shall immediately provide Basic ITS with written notice of the requirement to disclose and shall reasonably cooperate with Basic ITS in its actions to secure the confidential treatment of the Confidential Information, or actions taken by Basic ITS to challenge, narrow, or restrict such order, the costs of which shall be the responsibility of Basic ITS. Customer acknowledges that the Deliverables may be subject to additional disclosure restrictions under a Third-Party License.

7. Non-Solicitation. Customer acknowledges that Basic ITS has invested in the training and development of Basic ITS's employees and that Basic ITS's employees are one of its most valuable assets. Accordingly, during the term of this Agreement and for a period of one (1) year thereafter, Customer shall not solicit for employment any employees of Basic ITS or its affiliates who, within one (1) year prior to such solicitation: (a) directly performed under this Agreement, (b) had substantial contact with Customer in relation to this Agreement, or (c) Customer became aware of due to, or derived from information learned through the performance of, this Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.

8. Allocation of Risk

8.1. Indemnity. Customer will indemnify and hold harmless Basic ITS from all claims, liabilities, or expenses for damage to real property or tangible personal property, bodily injury, including death, and any other losses or damages arising out of this Agreement caused by the conduct of Customer or its employees or agents.

8.2. Defense/Settlement. In the event that any legal proceedings shall be instituted or any claim or demand shall be asserted by any person in respect of which indemnification may be sought by Basic ITS under the provisions of this Agreement, Customer shall, to the extent of its knowledge thereof, provide written notice of the commencement of such proceedings or the assertion of such claim or demand to Basic ITS. Basic ITS shall have the right to retain its own counsel to defend against, negotiate, settle, or otherwise deal with any such legal proceeding, claim, or demand, and Customer agrees to indemnify and promptly reimburse Basic ITS for all such expenses. Basic ITS has the right of prior approval of any settlement or agreement terminating the proceeding, or withdrawing the proceeding, claim, or demand unless a complete and unconditional waiver and release of all claims against Basic ITS is provided in a form reasonably acceptable to Basic ITS.

110 Harvey Court

East Peoria, IL 61611

P. 309.698.2681

9. Remedies.

9.1. Limitation of Liability. BASIC ITS'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT. BASIC ITS SHALL NOT HAVE ANY LIABILITY WHATSOEVER TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO EARLY TERMINATION OF THIS AGREEMENT, OR ANY THEFT, DAMAGE, LOSS, DELAY, OR FAILURE OF DELIVERY OR DEFECT OR FAILURE OF THE DELIVERABLES, OR THE TIME CONSUMED IN RECOVERING, REPAIRING, SERVICING, OR REPLACING THE SAME ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. Attorney Fees. Customer agrees to reimburse Basic ITS and any of its owners, employees, and agents for any attorney fees, costs, and expenses incurred: (a) successfully enforcing any part of this Agreement; (b) successfully defending all or part of any state or federal court lawsuit that Customer may file against Basic ITS and/or any individual in their capacity as an owner, employee, or agent of Basic ITS; or (c) as otherwise provided in Section 8.2 of this Agreement.

10. Termination.

10.1. Force Majeure. If Basic ITS cannot perform any of its obligations because of any act of God, court order, fire, riot, war, global pandemic, executive order, or any other cause not within such party's control (a "**Force Majeure Event**"), then Basic ITS shall: (i) immediately notify Customer; (ii) take reasonable steps to resume performance as soon as possible; and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of five (5) business days, Basic ITS may terminate this Agreement by providing written notice to Customer.

10.2. Termination for Breach. This Agreement may be terminated by either party if the other party has materially breached this Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice thereof. Upon termination of this Agreement as set forth above, Basic ITS may terminate any and all licenses granted to Customer in this Agreement.

10.3. Payment of Fees and Expenses. Upon termination of this Agreement for any reason provided in this Section 10, Customer shall pay to Basic ITS within five (5) days of receipt of a final invoice all fees due under this Agreement.

11. Miscellaneous.

11.1. Amendment and Waiver. This Agreement may be amended, or modified at any time, and any provision may be waived, provided that an instrument in writing is executed by both Basic ITS and Customer setting forth the amendment, modification or waiver. Customer also agrees that Basic ITS's waiver or relaxation of any restriction, whether in a single instance or repeatedly, will not amount to a waiver or relaxation of similar or additional restrictions.

110 Harvey Court

East Peoria, IL 61611

P. 309.698.2681

11.2. Enforceability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the Agreement's other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.

11.3. Section and Other Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11.4. Integrated Agreement. Except for any Statement(s) of Work, any attachment(s) to the Statement(s) of Work, and any Third-Party License, there are no agreements, understandings, restrictions, warranties, or representations on which Customer may rely relating to providing the Services and delivery of the Deliverables. Furthermore, no future agreements, understandings, restrictions, warranties or representations may be relied upon by Customer unless they are set forth in writing by an authorized representative of Basic ITS.

11.5. Choice of Law and Venue. Customer understands and acknowledges that Basic ITS is incorporated, has its headquarters, and conducts substantial business and operations in the State of Illinois. Accordingly, it is agreed that the substantive laws of Illinois, but not the law of conflicts, shall govern the construction, validity and interpretation of this Agreement. Customer further agrees that the state court located in Tazewell County, Illinois and federal court for the Central District of Illinois: (i) must be utilized solely and exclusively to hear any action arising out of relating to this Agreement; and (ii) are proper venues for any such action and said courts can appropriately exercise personal jurisdiction over Customer for any such action. BASIC ITS AND CUSTOMER AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY ON ANY CLAIMS ONE PARTY MAY ASSERT AGAINST THE OTHER PARTY IN A COURT OF LAW.

11.6. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including email) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed, or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to Basic ITS:	If to Customer:
Basic ITS 110 Harvey Ct East Peoria, IL 61611 Email: service@basicits.com	City of Bloomington 109 E. Olive St. Bloomington, IL 61701 Email: _____

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with a sent confirmation if by email; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

11.7. Beneficiaries. This Agreement shall inure to the benefit of Basic ITS's successors and assigns, but is not otherwise intended to confer upon any other party any rights or remedies under or by reason of this Agreement.

11.8. Assignment. Customer may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Basic ITS. Any permitted assignee, successor, or purchaser shall

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expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement, and no assignment or transfer shall relieve Basic ITS or Customer of its previously accrued obligations under this Agreement.

11.9. Acknowledgment. Basic ITS and Customer acknowledge and agree that they had the opportunity to consult with attorneys of their choosing during the negotiation, preparation, authorization, execution, and delivery of this Agreement, have read this Agreement, know and understand its contents, and execute this Agreement freely and voluntarily. Basic ITS and Customer agree that any interpretation of this Agreement shall not be construed against either party by virtue of such party having drafted the provisions of this Agreement.

11.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, taken together, shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or pdf electronic mail, or by electronic acknowledgement, shall be as effective as delivery of a manually executed counterpart of this Agreement. The parties expressly agree that a copy of the original signature (including an electronic copy) or electronic acknowledgement may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

Docusign Envelope ID: 4692B078-481D-4DDA-8CDC-4EEA2A0B6A68

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is $5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State, or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: 6099 Basic ITS Inc.	**Amount:** $ 74,026.81	**Date:** 10/2/2024

Description of item/services:

Purchase, Removal, and Installation of Audio-Visual equipment for all Fire department stations.

Justification:

The Fire Department's current Cisco video conferencing system has been in use for several years and is now outdated, facing frequent performance issues, and lacking the features and reliability expected in a modern communication platform. As video conferencing becomes increasingly critical for operational efficiency, the current system no longer meets the department's needs, particularly for training, inter-departmental collaboration, and day-to-day administrative functions.

The existing Cisco system is nearing the end of its lifecycle, with declining manufacturer support and increased maintenance costs. Technical difficulties and compatibility issues have become common, disrupting meetings and creating inefficiencies.

BasicITS offers the best combination of technical expertise, support, and value for money.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Craig McBeath 10/2/2024 | 3:25 PM CDT

(Name & Signature of Department Director or Designee ***Approving***) **Date**

SECTION C –TO BE COMPLETED BY THE PROCUREMENT OFFICE:

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

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

Do not concur for the following reason(s):

Click or tap here to enter text.

Carla Murillo Carla Murillo 10/2/2024 | 3:26 PM CDT

(Name & Signature of Purchasing Agent or Designee) Date

CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: October 14, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing a Contract with PipeWorks, Inc. for the Purchase and Replacement of Two 60-Ton Trane Chillers at the Bloomington Center for the Performing Arts (Bid #2025-12), in the Amount of $236,325, as requested by the Arts & Entertainment Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities

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

BACKGROUND: The Arts & Entertainment ("A&E") Department is recommending the approval of a contract with PipeWorks, Inc. for the replacement of two 60-ton chillers at the Bloomington Center for the Performing Arts ("BCPA") in the amount of $236,325.

Farnsworth Group was selected (and approved on 6/13/2024 by City Manager Jeffrey R. Jurgens) to complete drawings/bid documents under A&E Professional Services RFQ #2022-25. The solicitation was then put out for an Invitation to Bid #2025-12 for the BCPA Chiller Replacements.

The BCPA has three chiller units. Two units are Trane brand, and one is Carrier. In early February, Facilities Supervisor was made aware Trane chiller #1 was decommissioned/end of life cycle last year and #2 Trane chiller is currently not operational as condenser fan motors have gone bad and history shows this unit is not reliable with several mechanical breakdowns over the past years, thus placing in the same category (end of life cycle) as unit #1. Staff serviced chiller #2 and chiller # 3 (a Carrier unit) at the beginning of the cooling season and both were operational, with #2 at 50% and #3 at 100%.

A local mechanical company has checked both units this spring and verified these conditions. Chillers #1 and #2 are the two old units used by the BCPA before renovation in 2006 and they were purchased used from Wesley United Methodist Church in the 1990's by the Scottish Rite.

The project was advertised by the City to solicit competitive bids under Bid #2025-12 BCPA Chiller Replacement. Bids were received until 11:00 AM on Tuesday, September 17, 2024, electronically via the City's e-Procurement Portal, OpenGov. PipeWorks was the lowest responsible bidder among the four bids opened on September 17th. All bidders were local firms, and, therefore, the Local Preference Policy does not impact the recommendation. A full

bid tabulation is attached. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

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

FINANCIAL IMPACT: If approved, the City will enter into a Contract with PipeWorks, Inc. for the Purchase and Replacement of Two 60-Ton Trane Chillers at the Bloomington Center for the Performing Arts (Bid #2025-12), in the Amount of $236,325. This will be paid from the Capital Improvement Fund-Buildings account (40100100-72520). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 77, 81, 224, 242, and 249. The City will be utilizing a State Arts Grant to cover the cost of this project.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cliff Dyas, Facility Supervisor

ATTACHMENTS:
A&E 1B Resolution
A&E 1C Resolution Exhibit A - Agreement
A&E 1D Bid Tabulation #2025-12

RESOLUTION NO. 2024 - ____

A RESOLUTION AUTHORIZING A CONTRACT WITH PIPEWORKS, INC. FOR THE PURCHASE AND REPLACEMENT OF TWO 60-TON TRANE CHILLERS AT THE BLOOMINGTON CENTER FOR THE PERFORMING ARTS (BID #2025-12) IN THE AMOUNT OF $236,325

WHEREAS, subject to the provisions of the City Code, City staff are recommending a contract with PipeWorks, Inc. be approved for the purchase and replacement of two 60-ton Trane chillers at the Bloomington Center for the Performing Arts (PROJECT), in the amount of $236,325 (Exhibit A); and

WHEREAS, PROJECT consists of replacing two Trane model chillers which are currently nonoperational and cannot be repaired cost-effectively. The chillers are key pieces of equipment necessary to effectively and efficiently continue to meet the cooling needs of the BCPA, especially with the increase of rentals and shows in the summer months; and

WHEREAS, City Council previously approved the Project Services Proposal for engineering design services of two 60-ton chillers for the BCPA for $8,600 on June 13, 2024; and

WHEREAS, the Arts & Entertainment Department have budgeted the funds to cover this project; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents.

PASSED this 14th day of October 2024.

APPROVED this ___ day of October 2024.

CITY OF BLOOMINGTON ATTEST

_____ _____

Mboka Mwilambwe, Mayor Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
PIPEWORKS, INC.
FOR
BLOOMINGTON CENTER FOR PERFORMING ARTS CHILLER REPLACEMENT

THIS AGREEMENT, dated this ___ day of October, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Pipeworks, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

Section 2. **Description of Services.** VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. **Incorporation of Bid/RFP/RFQ & Proposal Terms.** The following shall apply to this Agreement:

This Agreement was subject to the following procurement initiative by the CITY:
BCPA CHILLER REPLACEMENT BID #2025-12 (hereinafter "REQUEST").
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. **Payment.** For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. **Requirement for Payment & Performance Bond.** The following shall further apply to this Agreement:

This Agreement is subject to bonding requirements.

i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its

completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. **Default.** Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. **Termination for Cause.** The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

i. VENDOR is found to be in violation of any term or condition of this Agreement.
ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
iii. VENDOR declares bankruptcy or becomes insolvent.
iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. **Force Majeure.** The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. **Remedies.** In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. **Indemnification.** To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. **Reuse of Documents.** All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal

purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. **Standard of Care.** Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. **Time is of the Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. **Representations of VENDOR.** VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. **Use of Name.** VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. **Compliance with Local, State, and Federal Laws.** VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. **Compliance with Prevailing Wage.** The following shall apply to this Agreement:

This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. **Equal Opportunity Employment & Human Rights Guarantee**. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

(1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is

required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.

(2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.

(3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.

(4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.

(5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."

(6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

Section 19. **Access to Records.** The following access to records requirements apply to this Agreement:

i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. **Compliance with FOIA Requirements.** VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues

notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. **Notices.** All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Pipeworks, Inc.
Erik Graybeal
700 S. Gridley
Bloom. IL 61701
eg@pipeworksinc.com

Copy to:
Pipeworks Inc.
Janice Graybeal

PWI@pipeworksinc.com

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:
City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. **Insurance.** VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. **Assignment.** No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. **Changes or Modifications.** This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. **Joint Drafting.** The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. **Attorney's Fees.** In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. **Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 29. **Term.** The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. **Counterparts.** This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

PIPEWORKS, INC.

By: _____
Its President

By: _____
Its Sec./Treasurer

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

VENDOR to perform all duties and obligations as specified in the Farnsworth Project Manual and drawings included in the PROCUREMENT DOCUMENTS

EXHIBIT B
COSTS/FEES

The CITY will pay VENDOR a total of **$205,500.00** for the described work, with a contingency amount of up to $30,825.00. Any payments made from the contingency funds are to be at the CITY's sole discretion, and upon conclusion of the work, any unused funds shall remain with the CITY.

City of Bloomington
Procurement
Misty Shafer, Senior Procurement Specialist
115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION

ITB No. Bid #2025-12

BCPA Chiller Replacement

RESPONSE DEADLINE: September 17, 2024 at 11:00 am
Report Generated: Tuesday, October 8, 2024

SELECTED VENDOR TOTALS

Vendor	Total
PIPEWORKS, INC.	$236,325.00
A&R Mechanical Contractors, Inc.	$271,037.75
The PIPCO Companies, Ltd.	$287,155.00
Mechanical Service of Galesburg Inc	$298,199.00

BID #2025-12 BCPA CHILLER REPLACEMENT

Vendor	Total
PIPEWORKS, INC.	$236,325.00
A&R Mechanical Contractors, Inc.	$271,037.75
The PIPCO Companies, Ltd.	$287,155.00
Mechanical Service of Galesburg Inc	$298,199.00

CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: October 14, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing the Approval of the Proposal from Farnsworth Group for the Police Department HVAC Evaluation and Improvement Recommendations, in an Amount Not to Exceed $79,550, as requested by the Department of Operations & Engineering Services and the Police Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services
Goal 2. Upgrade City Infrastructure and Facilities
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the City will move forward with a proposal from Farnsworth to evaluate and recommend improvements to the Police Department's heating, ventilation, and air conditioning (HVAC) system.

The police station is nearly 25 years old, and, as regulations and statutes have evolved over the past few decades, the City has made modifications to the building layout, operational systems, and other systems. These changes have significantly impacted the building's HVAC systems, which are original to the building's construction. The system is still functional, but some components are severely deteriorated and could fail. In addition, the system doesn't adequately handle high humidity conditions. As shown in the attached photos, ductwork, louvers, and other components regularly sweat during high-humidity weather and create condensation drips throughout the building. This condensation is damaging HVAC components, ceilings, lighting, and other building systems.

A mechanical engineering assessment is needed to evaluate the system and provide recommended HVAC system improvements. The attached proposal from Farnsworth includes this mechanical evaluation and physical testing of HVAC components to determine current operating conditions. Farnsworth's proposal also includes an evaluation of other issues that could be contributing to the high humidity conditions, which includes the building's exterior wall systems, current fume hood ventilation operation, outdoor air quantity and filtration, and heat gain/loss calculations for the entire building.

Through Request for Qualifications (RFQ) 2022-25 (Resolution No. 2022-13), Council

approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2022-25 established 10 categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than $50,000, and large projects cost $50,000 or more. City staff reviewed the six selected firms under the Architectural (Large) category, which is the key service for the project as described above, and determined Farnsworth to be the most qualified firm to do the work that best meets the City's needs. Based on Farnsworth's selection under RFQ 2022-25 and their experience with City facilities, they were asked to submit a proposal to evaluate and recommend improvements to the Police Department's HVAC system. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Farnsworth Group

FINANCIAL IMPACT: If approved, the City will enter into an agreement with the Farnsworth Group in an amount not to exceed $79,550. This will be paid out of the Capital Improvement Fund-Architectural & Engineering Services for Capital account (40100100-70051). The overall evaluation and improvement recommendations, design, and construction project are included in the FY 2025 Budget at $550,000. Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 77, 81, 224, 243, 261, and 262. If approved, a budget transfer will be processed to move $79,550 from the Capital Improvement Fund-Buildings account (40100100-72520) to the Capital Improvement Fund-Architectural & Engineering Services for Capital account (40100100-70051) to pay for the evaluation.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal CF-1 (Continue to provide quality public facilities and services), Objective CF-1.1 (Provide adequate City services for current and new annexations)

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:
PD 1B Resolution
PD 1C Resolution Exhibit B - Proposal
PD 1D Examples of Damage

RESOLUTION NO. 2024 - ____

A RESOLUTION AUTHORIZING THE APPROVAL OF THE PROPOSAL FROM FARNSWORTH GROUP FOR THE POLICE DEPARTMENT HVAC EVALUATION AND IMPROVEMENT RECOMMENDATIONS, IN THE AMOUNT NOT TO EXCEED $79,550

WHEREAS, subject to the provisions of the City Code, City staff are recommending a proposal from Farnsworth Group be approved for Police Department Heating, Ventilation, and Air Conditioning (HVAC) Evaluation and Improvement Recommendations (PROJECT), in an amount not to exceed $79,550 (“Exhibit A”); and

WHEREAS, PROJECT consists of work necessary to evaluate and recommend improvements to the Police Department's HVAC system. It also includes mechanical evaluation and physical testing of HVAC components to determine current operating conditions and evaluation of other issues that could be contributing to high humidity conditions; and

WHEREAS, the police station is nearly 25 years old, and, as regulations and statutes have evolved over the past few decades, the City has made modifications to the building layout, operational systems, and other systems; and

WHEREAS, these changes have significantly impacted the building's HVAC systems, which are original to the building's construction, and the system doesn't adequately handle high humidity conditions; and

WHEREAS, a mechanical engineering assessment is needed to evaluate the system and provide recommended HVAC system improvements; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Proposal, and any other necessary documents.

PASSED this 14th day of October 2024.

APPROVED this ___ day of October 2024.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

Farnsworth GROUP

PROJECT SERVICES PROPOSAL

Bloomington Police Department HVAC Assessment

City of Bloomington

September 19, 2024

Farnsworth GROUP

200 West College Avenue, Suite 301
Normal, Illinois 61761
p 309.663.8436

www.f-w.com

September 19, 2024

Russel Waller
Director of Facilities
City of Bloomington

RE: Project Services Proposal for Bloomington Police Department HVAC Assessment

Dear Russ:

Farnsworth Group, Inc. ("Farnsworth Group") is pleased to present this Project Services Proposal to City of Bloomington ("Client") to provide engineering services for the Bloomington Police Department HVAC Assessment project located in Bloomington, Illinois. We have prepared this Project Services Proposal to match the scope of the work as we understand it, identified as follows:

PROJECT OVERVIEW /

Our understanding of the project is based on the following documents and communications:

- Project scoping meeting conducted June 25, 2024, on-site with City of Bloomington stakeholders which outlines the overall scope with particular focus on the following issues:
  - Elevated humidity levels throughout the building
  - Several areas within the building operate 24/7/365 and require year-round cooling
  - Unable to adequately heat water, generator, and elevator machine rooms
  - Poor heating water flow in lower level
  - Poor airflow in locker rooms
  - Sally Port heating and ventilation
  - Unconditioned elevator shafts
  - Mechanical Room negative pressure
  - Lab exhaust
  - Overall heating, cooling, and ventilation capacity
- Original mechanical construction documents date January 24, 1996

SCOPE OF PROFESSIONAL SERVICES /

SCOPE OF WORK

Farnsworth Group's scope of work includes a full-service approach within the parameters set by the scope identified within this proposal. We have included Mechanical and Architectural services, as well as necessary interface with the Client and review agencies.

We also understand this effort will assist in determining the course of action the City of Bloomington pursues in modifying the current HVAC strategy. The scope of work includes the services generally described as follows:

- Mechanical/Architectural Services
    - Meet with stakeholders from the City of Bloomington to identify and discuss known deficiencies associated with the current HVAC system, maintenance concerns, and project goals
    - Conduct a site visit(s) to gather relevant data and document existing installation
    - Perform baseline testing to determine current operating conditions of (2) air handling units, (2) relief air fans, (2) exhaust fans, (4) water distribution pumps, (1) air-cooled chiller, and both hot and chilled water coils within air handling units. Testing will be performed by a subconsultant to Farnsworth group.
    - Perform heat gain/loss calculations for the entire building based on current occupancy and usage of the facility.
    - Evaluate the building's exterior wall system is select locations using thermal imaging to determine possible failures of the building envelope.
    - Evaluate existing HVAC performance, condition, and capacity along with associated mechanical components.
    - Evaluate humidity levels throughout the facility.
    - Evaluate current outdoor air quantities, operation, and filtration strategy.
    - Evaluate current ventilation strategies in areas that pose a potential threat or detriment to building occupants (example: fume hoods).
    - Evaluate current operational strategies of HVAC equipment and author proposed sequences of operation to address any deficiencies.
    - Identify viable strategies to address deficiencies and develop budget pricing.
    - Identify potential strategies resulting in reduced operating costs and energy consumption and develop budget pricing.
    - Author a preliminary assessment of current HVAC strategy along with recommendations for enhancement for review by CLIENT stakeholders
    - Develop conceptual sketches describing recommended replacements and enhancements
    - Develop exhibits including, but not limited to, proposed HVAC equipment data
    - Develop preliminary Opinion of Probable Construction Cost associated with recommended replacements and enhancements
    - Issue a final assessment report to CLIENT
    - Meet with stakeholders from the City of Bloomington to review and discuss contents of final assessment report

DELIVERABLES

The scope of work includes the deliverables generally described as follows:

1. Draft Assessment Report – PDF format describing preliminary findings regarding the current HVAC system and recommendations for replacement and enhancement
2. Final Assessment Report – PDF format elaborating on draft assessment and including opinion of probable construction cost, sketches describing recommended measures for replacement and enhancement, and proposed HVAC component data

MAIN POINT OF CONTACT /

The Main Point of Contact with Farnsworth Group for this project will be: Tim Gilles

DESIGN TEAM

The Design Team selected for this project includes the following members:

Project Manager/Mechanical:	Tim Gilles	Farnsworth Group, Inc.
QA/QC Engineer:	Dustin Rhoades	Farnsworth Group, Inc.
Architect:	Gregg Kieswetter	Farnsworth Group, Inc.

PROFESSIONAL FEES /

Farnsworth Group proposes to provide the described services for a fixed fee of **$79,550 (Seventy-Nine Thousand Five Hundred Fifty dollars)**.

PROJECT TIMELINE /

We estimate the described scope of work could take as many as 16 weeks to complete and are happy to negotiate a schedule for completion which is mutually agreeable.

ASSUMPTIONS AND CLARIFICATIONS /

The following activities are not included in this proposal.

A. General

1. Exhaustive measurement of existing building conditions required to create documents reflecting accurate “as-built” conditions.
2. Design activities beyond the listed scope of services.
3. Energy modeling.
4. Life cycle cost analysis on equipment not included.

ADDITIONAL SERVICES /

The following services are not included in the fees for this proposal, but may be relevant to the project and can be provided at your request for an additional fee:

- Development of construction documents and specifications

CLIENT RESPONSIBILITIES /

The following services or items are required to be provided by Client allowing Farnsworth Group to complete the scope of services outlined above.

- Designate a representative (or team of representatives) to attend meeting(s), discuss goals, assist in the decision-making process, and provide access to the building.
- Existing Architectural and Mechanical system documentation.
- Available AutoCAD or Revit electronic drawing files of architectural, mechanical, plumbing, and electrical floor plans pertaining to the area of work.

AGREEMENT /

FARNSWORTH GROUP, INC.	CITY OF BLOOMINGTON
Signature	Signature
Timothy A. Kiefer	
Typed Name	Typed Name
Principal	
Title	Title
August 19, 2024	
Date	Date

CITY OF BLOOMINGTON AGREED
GENERAL CONDITIONS REVISED AS OF APRIL 2023

Date: September 19, 2024

Client: City of Bloomington, Illinois

Project: Bloomington Police Department HVAC Assessment

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

Entire Agreement: These General Conditions and the signed Scope of Work to which they are attached constitute the entire Agreement between Client and Farnsworth Group and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Client will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Farnsworth Group. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Farnsworth Group understands that Client is tax exempt, and as such shall not be responsible for the payment of any tax or surcharge imposed by the government or passed through by Farnsworth Group, and that proof of such exemption shall be provided upon receipt. . Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within forty-five (45) days from date of invoice. Amounts outstanding more than forty-five (45) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using information (i) when the information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed. Farnsworth Group understands that as a municipal entity, Client is subject to certain policies and procedures which may compel Client to make contract documents publicly available. Client will make reasonable efforts to notify Farnsworth Group when required to publish to the public.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

Notice: All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit. Notice must be addressed at the address or electronic mail address shown below for, or such other address as may be designated by notice by such Party:

If to Client:	With a copy to:
City of Bloomington	City of Bloomington
Attn: City Manager	Attn: Legal Department
115 E. Washington St., Suite 103	115 E. Washington St., Suite 103
Bloomington, IL 61701	Bloomington, IL 61701
E-mail: admin@cityblm.org	E-mail: legal@cityblm.org

If to Farnsworth Group:	With a copy (which will not constitute notice) to:
Farnsworth Group, Inc.	Farnsworth Group, Inc.
Attn: Robert C. Kohlhase	Attn: Ryan Perras
2709 McGraw Drive	5613 DTC Parkway, Suite 1100
Bloomington, IL 61704	Greenwood Village, CO 80111
E-mail: rkohlhase@F-W.com	E-mail: rperras@F-W.com

Facsimile; PDF Signatures. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, epidemic or pandemic, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Assignment: Client or Farnsworth Group shall not transfer or assign any rights under or interest in the Agreement, without the written consent of of the other party..

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the General Conditions. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect its ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Illinois law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group. Nothing herein, however, shall limit the Client's right to use the documents for municipal purpose, including but not limited to the Client's right to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the written consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. .

Right of Entry: Client shall provide for Farnsworth Group's and/or any subconsultant's right to enter property owned by Client and/or others in order for Farnsworth Group and/or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided; however, Farnsworth Group agrees to take every reasonable precaution to avoid such damage.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may

request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.

(b) Upon request, Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:

(i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.

(ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.

(iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

(c) BIM Digital Files. With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

(i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

(ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

Utilities: Client shall be responsible for designating the location of any of Client's utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant or other persons encountering Client controlled utilities or other of Client's man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such reasonable measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and/or any subconsultant shall review shop drawings and/or submittals solely for their general conformance with Farnsworth Group's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and/or any subconsultant shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to Farnsworth Group and/or any subconsultant.

LEED Certification and Energy Models: Client agrees that Farnsworth Group and/or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and/or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will

be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase 1 Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

General Insurance and Limitation: Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance in a limit amount not less than one million dollars ($1,000,000.00) per occurrence.. Certificates of all insurance shall be provided to Client prior to the commencement of work under this Agreement. . Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind. Further, Client shall be named as an additional insured on all such insurance policies, excluding workers compensation.

Professional Liability Insurance and Limitation: Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable; however, in no case be less than two million dollars ($2,000,000.00) per claim. Certificates of insurance shall be provided to Client prior to the commencement of work under this Agreement.. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL SERVICES SHALL BE LIMITED TO THE AVAILABLE LIMITS OF FARNSWORTH GROUP'S APPLICABLE INSURANCE COVERAGE ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and/or any subconsultant to subpoenas issued by any party other than Farnsworth Group and/or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

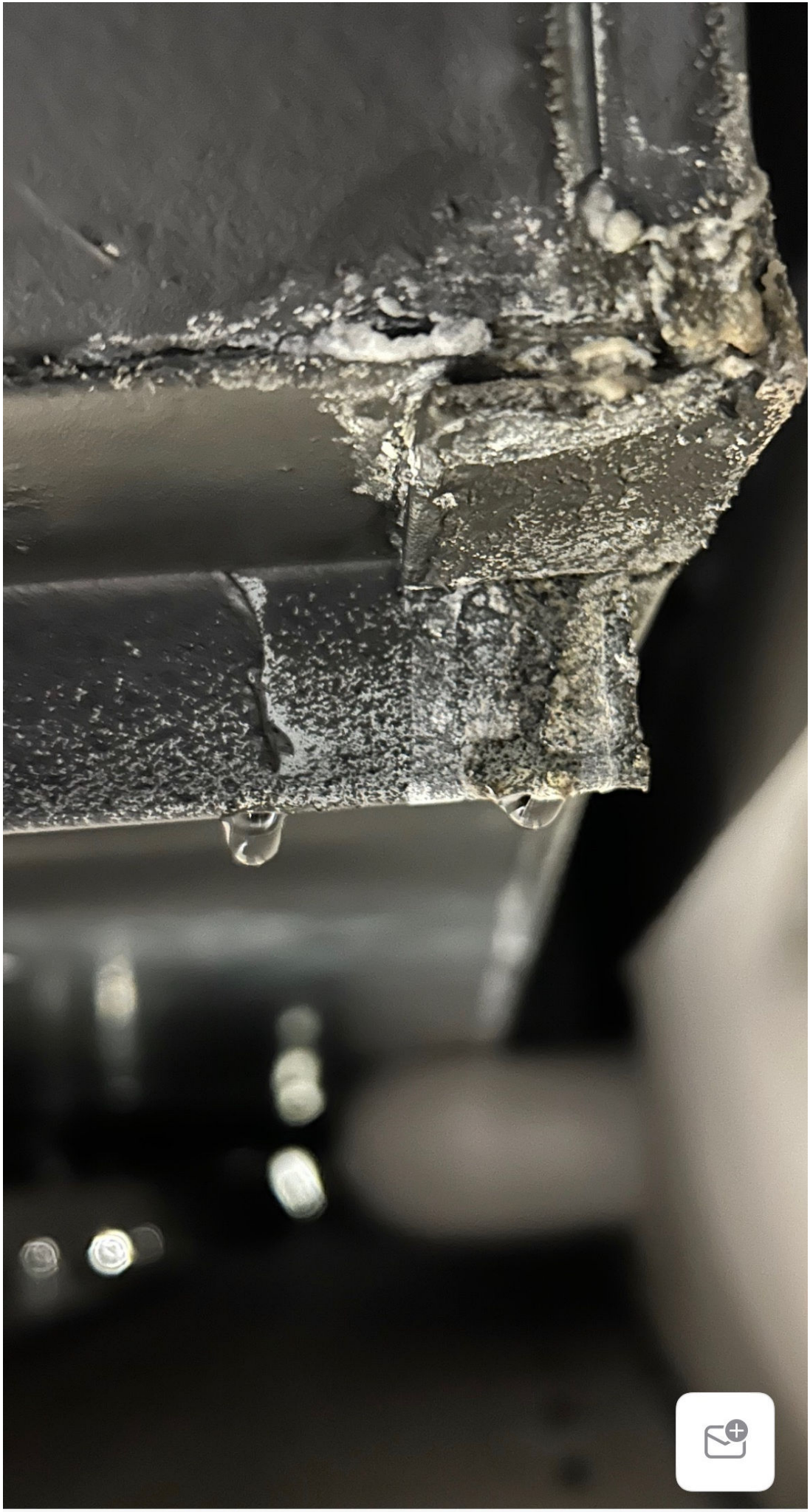
Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois without regard to conflict of law principles.

OWENS CORNING
Fiberglas
All Service
Faced Duct Wrap
1½" Type 75

AMPROBE THWD-3
71.0 %RH
82.6 °F
MIN MAX
HOLD
DP WB
°C °F



CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: October 14, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapters 6, 7, 22, 29, 32, 37.5, 38, 40, and 41 Moving Licenses Administered by the City Clerk to Align with the City's Fiscal Year, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: At the request of City Council, the City Clerk Department completed a thorough license audit over the summer of 2023 and brought to Council two major Code updates in the fall/winter of 2023. As the City Clerk Department continues to roll out the changes approved by Council, another big improvement opportunity has resulted and is being brought forward for Council consideration via this memo.

Staff recommends aligning all City licenses managed by the City Clerk Department to be issued in alignment with the City's fiscal year (May 1 - April 30) rather than the calendar year (January 1 - December 31) as currently issued. Current licensees and staff agree that it is very difficult and inconvenient to work through license renewals during the holiday season. Licenses currently aligned with the calendar year are renewed from November 1 to December 31 each year impacting Thanksgiving, Christmas Eve, Christmas, and New Year's Eve. Moving to the fiscal year will be an improvement for all involved, as well as will better align income generated for budgeting purposes.

If approved, this move will impact the following license categories:

Amusement Devices	Commercial Vehicle Relocators	Entertainment Venue Operators
Food Trucks	Liquor	Massage Establishments
Sales from Vehicles, Carts, Etc.	Secondhand Dealers	Sexually Oriented Entertainment
Tobacco	Vehicles for Hire	Waste Collectors and Haulers

**Note, video gaming is already on the fiscal year cycle.*

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: On October 1, 2024, all current licensees were emailed detailed information regarding the Council meeting being held and the proposed changes. Only positive feedback and support were received.

FINANCIAL IMPACT: License renewals will better align with the fiscal year, if approved. This will relieve the need to make year-end adjusting entries to the accounting system, that have been necessary to ensure the proper fiscal year recognition of income.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal ED-2 (Foster a culture of entrepreneurship), Objective ED-2.1 (Promote access to resources, funding, and information); and Goal ED-4 (Enhance the image of Bloomington as a business-friendly community), Objective ED-4.5 (Identify and reduce barriers for local growth and economic development).

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:
CLK 6B Ordinance

ORDINANCE NO. 2024 - ____

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTERS 6, 7, 22, 29, 32, 26, 37.5, 38, 40, AND 41 TO ALIGN LICENSES ADMINISTERED BY THE CITY CLERK TO BE ISSUED ON THE FISCAL YEAR CYCLE

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

WHEREAS, currently, all licenses administered by the City Clerk, with the exception of video gaming licenses, run on the calendar year; and

WHEREAS, each year licensing renewals are difficult for City staff and businesses alike to complete because they occur during busy holiday seasons (November 1 – December 31); and

WHEREAS, the City Clerk, with the support of the Finance Department, desires to amend City Code Chapters 6, 7, 22, 29, 32, 26, 37.5, 38, 40, and 41 so that all licenses administered by the City Clerk shall run concurrently with the City's fiscal year.

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

SECTION 1. That Chapters 6, 7, 22, 29, 32, 26, 37.5, 38, 40, and 41 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, are hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 2. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

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

SECTION 4. This Ordinance shall take effect on January 1, 2025.

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

PASSED this 14th day of October 2024.

APPROVED this ___ day of October 2024.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Mboka Mwilambwe, Mayor Leslie Smith-Yocum, City Clerk

EXHIBIT A

Chapter 6
ALCOHOLIC BEVERAGES

§ 6-111. [Ch. 6, Sec. 6] License fee payment and penalty, termination on failure to pay, reinstatement of licenses and advance license fee payment refunds.

A. When a license is created by the City Council and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the fiscal ~~calendar~~ year in which the license is issued. Application fees shall not be prorated.

B. To be paid without a penalty, each liquor license fee must be received by the City Clerk on or before the following dates. If a date listed below is a holiday, license fees may be received by the Clerk on the following business day without a late fee. If a license fee is received late, the license holder must pay a late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

(1) Annually paid liquor licenses: ~~December 1~~ April 1.

(2) Semiannually paid liquor licenses: ~~June 1 and December 1~~ October 1 and April 1.

§ 6-115. [Ch. 6, Sec. 8A] Annexation of territory.

If any time subsequent to the effective date of the above section any territory is annexed to the City wherein a valid license issued by the County of McLean is in existence, it shall not be revoked or invalidated but shall be allowed to continue in the same manner as heretofore until the following ~~December 31st~~ April 30th when it ~~shall~~ may be renewed by the Mayor as a City license ~~in the same manner as heretofore~~.

§ 6-120. [Ch. 6, Sec. 13] Renewal; application, payment of license fees.

A. On January 1, 2025, a one-time 16-month license (January 1, 2025 – April 30, 2026) will be made available to allow the license cycle to transition to align with the City's fiscal year (May 1 – April 30). The City Clerk maintains the responsibility of determining and managing the processes necessary to facilitate the change including, but not limited to, establishing billing cycle payment options.

First-time licenses issued after January 1, 2025, shall expire on April 30, 2026.

B. On May 1, 2026, the standard 12-month licensing cycle will resume running concurrent with the City's fiscal year. All applications for the renewal of a license going forward shall be made in writing to the City Clerk not later than April 1 ~~December 1~~ of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk, not later than April 1 ~~December 1~~ of each year, an affidavit stating that such facts and statements have not changed.

C. The license fee shall be set forth in the Schedule of Fees. Said fees are not subject to proration or refund and are due prior to issuance of the license. The application fee shall also be set forth in the Schedule of Fees and is not subject to reimbursement or refund upon denial of a license.

D. For entertainment and restaurant classification renewal applications, the applicant must provide, on forms provided by the City Clerk, gross annual revenue for the previous calendar year detailed by category of revenue generated on a per-month basis including but not limited to alcoholic beverages. For an establishment's first license renewal application, the establishment must provide a report detailing monthly revenues generated and total gross revenues for the months the establishment was open and licensed in the previous calendar year. Revenue generated by the establishment shall meet the percentage requirements of this chapter. Additional financial details of said gross revenues shall be made available upon request by the City.

Chapter 7
Entertainment Venues And Amusements
ARTICLE I
Entertainment Venue Operators

§ 7-103. [Ch. 7, Sec. 3] Applications; renewals.

D. Renewals. On January 1, 2025, a one-time 16-month license (January 1, 2025 – April 30, 2026) will be made available to allow the license cycle to transition to align with the City's fiscal year (May 1 – April 30). The City Clerk maintains the responsibility of determining and managing the processes necessary to facilitate the change including, but not limited to, establishing billing cycle payment options.

First-time licenses issued after January 1, 2025, shall expire on April 30, 2026.

E. On May 1, 2026, the standard 12-month licensing cycle will resume running concurrent with the City's fiscal year. All applications for the renewal of a license going forward shall be made in writing to the City Clerk not later than April 1 ~~December 1~~ of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk, not later than April 1 ~~December 1~~ of each year, an affidavit stating that such facts and statements have not changed.

§ 7-104. [Ch. 7, Sec. 4] License fees; late fee.

A. The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees per year payable in advance and no license shall be issued until such fee has been paid. When a license is created by the City Clerk and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the fiscal ~~calendar~~ year in which the license is issued. Application fees shall not be prorated. The license shall expire on April 30 each year. ~~December 31 of the year in which it is issued.~~ In the event of revocation or surrender of a license, no unearned portion of the license fee shall be refunded.

B. Each renewal license fee must be received by the City Clerk not later than April 1 ~~December 1~~ unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder must pay a late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

ARTICLE II
Amusement Devices

[Added 12-11-2023 by Ord. No. 2023-112]

§ 7-203. [Ch. 7, Sec. 12] Applications; renewals.

D. Renewals. On January 1, 2025, a one-time 16-month license (January 1, 2025 – April 30, 2026) will be made available to allow the license cycle to transition to align with the City's fiscal year (May 1 – April 30). The City Clerk maintains the responsibility of determining and managing the processes necessary to facilitate the change including, but not limited to, establishing billing cycle payment options.

First-time licenses issued after January 1, 2025, shall expire on April 30, 2026.

E. On May 1, 2026, the standard 12-month licensing cycle will resume running concurrent with the City's fiscal year. All applications for the renewal of a license going forward shall be made in writing to the City Clerk not later than April 1 ~~December 1~~ of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk, not later than April 1 ~~December 1~~ of each year, an affidavit stating that such facts and statements have not changed.

§ 7-206. [Ch. 7, Sec. 15] License fees; late fee.

A. The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees per year payable in advance and no license shall be issued until such fee has been paid. When a license is created by the City Clerk and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the calendar year in which the license is issued. Application fees shall not be prorated. The license shall expire on April 30 each year. ~~December 31 of the year in which it is issued.~~ In the event of revocation or surrender of a license, no portion of the license fee shall be refunded.

B. Each renewal license fee must be received by the City Clerk not later than April 1 ~~December 1~~ unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder must pay a late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

ARTICLE IV
Circuses and Carnivals

§ 7-403. [Ch. 7, Sec. 103] License fee.

The following or license fee shall be imposed upon each license granted and shall be paid to the Director of Finance upon the granting of such license by the City Manager; the managers of, or agents for, circus or menagerie companies, wild west shows, or other exhibitions showing in tents or in the open air shall pay to the Director of Finance a sum as set forth in the Schedule of Fees to parade or to load or unload within the corporate limits of the said City; said license shall expire on April 30 ~~December 31st of the year in which it is issued~~.

Chapter 22
HEALTH AND SANITATION

ARTICLE X
Regulations For Massage Establishments

§ 22-1005. [Ch. 22, Sec. 157] ~~Issuance of permit for massage establishment.~~ Massage Establishment Permit Term and Renewals.

C. On January 1, 2025, a one-time 16-month license (January 1, 2025 – April 30, 2026) will be made available to allow the license cycle to transition to align with the City's fiscal year (May 1 – April 30). The City Clerk maintains the responsibility of determining and managing the processes necessary to facilitate the change including, but not limited to, establishing billing cycle payment options.

First-time licenses issued after January 1, 2025, shall expire on April 30, 2026.

D. Renewals. On May 1, 2026, the standard 12-month permitting cycle will resume running concurrent with the City's fiscal year. All applications for the renewal of a permit shall be made in writing to the City Clerk not later than April 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a permittee may file with the City Clerk not later than April 1 of each year, an affidavit stating that such facts and statements have not changed. ~~Every massage establishment permit issued pursuant to this chapter will terminate on December 31 of the year in which it was issued, unless sooner suspended or revoked. [Ord. No. 1975-96]~~

§ 22-1009. [Ch. 22, Sec. 161] ~~Issuance of masseur or masseuse permit.~~ Masseur or Masseuse Permit Term and Renewals.

C. On January 1, 2025, a one-time 16-month permit (January 1, 2025 – April 30, 2026) will be made available to allow the permit cycle to transition to align with the City's fiscal year (May 1 – April 30). The City Clerk maintains the responsibility of determining and managing the processes necessary to facilitate the change including, but not limited to, establishing billing cycle payment options. ~~Every masseur or masseuse permit issued pursuant to this article shall terminate on December 31 of the year in which it was issued, unless sooner suspended. [Ord. No. 1975-96]~~

First-time permits issued after January 1, 2025, shall expire on April 30, 2026.

D. Renewals. On May 1, 2026, the standard 12-month permitting cycle will resume running concurrent with the City's fiscal year. All applications for the renewal of a permit shall be made in writing to the City Clerk not later than April 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a permittee may file with the City Clerk not later than April 1 of each year, an affidavit stating that such facts and statements have not changed.

~~§ 22-1023. [Ch. 22, Sec. 175] Time limit for filing application for permit. [Ord. No. 1975-96]~~

~~All persons who presently operate a massage establishment or who are employed as a masseur or masseuse must file for a permit within three months of the effective date of this article. Applications for renewal of permits must be filed not later than December 15 of each year.~~

Chapter 29
MOTOR VEHICLES AND TRAFFIC

ARTICLE XXV
Commercial Towing Of Motor Vehicles

§ 29-2510. [Ch. 29, Sec. 229] Applications; renewals.

D. Renewals. On January 1, 2025, a one-time 16-month license (January 1, 2025 – April 30, 2026) will be made available to allow the license cycle to transition to align with the City's fiscal year (May 1 – April 30). The City Clerk maintains the responsibility of determining and managing the processes necessary to facilitate the change including, but not limited to, establishing billing cycle payment options.
First-time licenses issued after January 1, 2025, shall expire on April 30, 2026.

E. On May 1, 2026, the standard 12-month licensing cycle will resume. All applications for the renewal of a license shall be made in writing to the City Clerk not later than April 1 ~~December 1~~ of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk not later than April 1 ~~December 1~~ of each year, an affidavit stating that such facts and statements have not changed.

§ 29-2511. [Ch. 29, Sec. 230] License fee; late fee.

A. The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees per year payable in advance and no license shall be issued until such fee has been paid. When a license is created by the City Clerk and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the calendar year in which the license is issued. Application fees shall not be prorated. The license shall expire on April 30 of each year. ~~December 31st of the year in which it is issued.~~ In the event of revocation or surrender of a license, no unearned portion of the license fee shall be refunded.

B. Each renewal license fee must be received by the City Clerk not later than April 1 ~~December 1~~ unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder must pay a late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

Chapter 32
PAWNBROKERS, AUCTIONEERS, JUNK DEALERS, AND SECONDHAND DEALERS

§ 32-103. [Ch. 32, Sec. 3] Applications; renewals.

G. On January 1, 2025, a one-time 16-month license (January 1, 2025 – April 30, 2026) will be made available to allow the license cycle to transition to align with the City's fiscal year (May 1 – April 30). The City Clerk maintains the responsibility of determining and managing the processes necessary to facilitate the change including, but not limited to, establishing billing cycle payment options.

First-time licenses issued after January 1, 2025, shall expire on April 30, 2026.

H. Renewals. On May 1, 2026, the standard 12-month licensing cycle will resume running concurrent with the City's fiscal year. All applications for the renewal of a license shall be made in writing to the City Clerk not later than April 1 ~~December 1~~ of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk not later than April 1

~~December 1~~ of each year, an affidavit stating that such facts and statements have not changed.

§ 32-104. [Ch. 32, Sec. 4] License fee; late fee.

A. The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees per year payable in advance and no license shall be issued until such fee has been paid. When a license is created by the City Clerk and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the calendar year in which the license is issued. Application fees shall not be prorated. The license shall expire on April 30 of each year. ~~December 31st of the year in which it is issued.~~ In the event of revocation or surrender of a license, no unearned portion of the license fee shall be refunded.

B. Each renewal license fee must be received by the City Clerk not later than April ~~December~~ 1 unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder must pay a late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

Chapter 36

WASTE COLLECTORS OR WASTE HAULERS

§36-103 Applications; renewals.

D. Renewals. On January 1, 2025, a one-time 16-month license (January 1, 2025 – April 30, 2026) will be made available to allow the license cycle to transition to align with the City's fiscal year (May 1 – April 30). The City Clerk maintains the responsibility of determining and managing the processes necessary to facilitate the change including, but not limited to, establishing billing cycle payment options.

First-time licenses issued after January 1, 2025, shall expire on April 30, 2026.

E. On May 1, 2026, the standard 12-month licensing cycle will resume. All applications for the renewal of a license going forward shall be made in writing to the City Clerk not later than April 1 ~~December 1~~ of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk, not later than April 1 ~~December 1~~ of each year, an affidavit stating that such facts and statements have not changed.

§ 36-104. License fee; late fee.

A. The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees per year, payable in advance, and no license shall be issued until such fee has been paid. When a license is created by the City Clerk and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the ~~calendar~~ fiscal year in which the license is issued. Application fees shall not be prorated. The license shall expire on April 30 each year. ~~December 31 of the year in which it is issued~~. In the event of revocation or surrender of a license, no unearned portion of the license fee shall be refunded.

B. Each renewal license fee must be received by the City Clerk not later than April 1 ~~December 1~~ unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license

holder must pay a late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

Chapter 37.5
SEXUALLY ORIENTED ENTERTAINMENT BUSINESSES
ARTICLE VI
Sexually Oriented Entertainment Business Licenses Generally

§ 37.5-605. [Ch. 37.5, Sec. 6.5] License term.

On January 1, 2025, a one-time 16-month license (January 1, 2025 – April 30, 2026) will be made available to allow the license cycle to transition to align with the City's fiscal year (May 1 – April 30). The City Clerk maintains the responsibility of determining and managing the processes necessary to facilitate the change including, but not limited to, establishing billing cycle payment options.

First-time licenses issued after January 1, 2025, shall expire on April 30, 2026.

On May 1, 2026, the standard 12-month licensing cycle will resume running concurrent with the City's fiscal year. Except as hereinafter provided, Sexually Oriented Entertainment Business Licenses shall be operative and valid, unless first terminated, suspended or revoked, for a term of one year commencing on ~~January 1 of the year following the year of issuance~~ May 1 and terminating on April 30. ~~December 31 of that same year~~. Sexually Oriented Entertainment Business Licenses issued after May 1 ~~January 1~~ of any year for operations to commence in that year shall be operative and valid, unless first terminated, suspended or revoked, for a term commencing on the date of issuance and terminating on April 30. ~~December 31 of that same year.~~

§ 37.5-606[Ch. 37.5, Sec. 6.6] License renewal.

[Ord. No. 2002-24]

~~A Sexually Oriented Entertainment Business License may be renewed only by making application as required for an initial License pursuant to § 37.5-603 of this Ordinance. Application for renewal shall be made at least 45 days before the expiration of the then-current license term. The expiration of the License shall not be affected or extended by a renewal application that is made less than 45 days before expiration.~~

All applications for the renewal of a license going forward shall be made in writing to the City Clerk not later than April 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk, not later than April 1 of each year, an affidavit stating that such facts and statements have not changed.

Chapter 38
Streets, Sidewalks and Other Public Ways

ARTICLE IX
Soliciting On Streets

DIVISION 2

Sales from Vehicles, Carts, Etc.

§ 38-922. [Ch. 38, Sec. 166.1] Definitions.

LICENSE YEAR

A license year for purposes of this Division shall be from the period of May 1 to April 30 ~~January 1 to December 31 each year.~~

DIVISION 3
Sidewalk Cafes

§ 38-942. [Ch. 38, Sec. 167.2] Permits required, fee.

E. The sidewalk cafe permit shall expire annually on ~~December 31~~ April 30 of each year and an application must be made for a sidewalk cafe permit each fiscal year.

First-time licenses issued after January 1, 2025, shall expire on April 30, 2026.

Chapter 40
TAXICABS

ARTICLE I
Purpose, Scope of Chapter and Definitions

§ 40-102. [Ch. 40, Sec. 102] Definitions.

~~**LICENSE YEAR**~~

~~One calendar year beginning January 1 and ending December 31st.~~

ARTICLE II
Certificates of Public Convenience

§ 40-210. [Ch. 40, Sec. 210] Renewal of certificate. [Ord. No. 2015-68]

A. On January 1, 2025, a one-time 16-month license (January 1, 2025 – April 30, 2026) will be made available to allow the license cycle to transition to align with the City's fiscal year (May 1 – April 30). The City Clerk maintains the responsibility of determining and managing the processes necessary to facilitate the change including, but not limited to, establishing billing cycle payment options.

First-time licenses issued after January 1, 2025, shall expire on April 30, 2026.

B. Renewals. On May 1, 2026, the standard 12-month licensing cycle will resume. All applications for the renewal of a license shall be made in writing to the City Clerk not later than April 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk not later than April 1 of each year, an affidavit stating that such facts and statements have not changed.
~~Certificates shall be subject to a yearly renewal and holders of certificates shall file applications therefor not less than 30 days before the end of each calendar year. All applications for renewal of existing certificates shall contain the information required of applicants under § 40-202 of this article.~~ No person or entity shall be issued a renewed

certificate who would not have qualified for issuance of an initial certificate under the requirements of this article. An annual review shall be made to determine whether the holder is in compliance with all federal, state and City requirements and to determine whether the holder is in compliance with or has violated, or is responsible for the violations of others of any federal, state, or municipal laws, ordinances or regulations.

§ 40-406. [Ch. 40, Sec. 406] Issuance of driver's permit.

A. If none of the disqualifying factors listed in the preceding section are present, the Clerk shall be authorized to issue or renew a driver's permit to any qualified applicant. The permit shall contain the name, driver's license number, photograph, date of birth, address, and an expiration date of the permit. Such permit shall be in effect for the remainder of the fiscal ~~calendar~~ year. Applications for renewal of the annual driver's permit shall be filed with the City Clerk's office prior to December 1 of the calendar year Department no later than April 1st each year. ~~for which the permit is sought.~~ No person shall be issued a renewed permit who would not qualify for issuance of a new permit under this article. All fees must be paid prior to issuance or renewal of any permit.

ARTICLE V
Vehicles, Equipment and Maintenance

§ 40-501. [Ch. 40, Sec. 501] Vehicles - license required.

A. Vehicles must be licensed.

(1) Prior to the use and operation of any vehicle under the provisions of this Ordinance and during the months of April and September ~~December and June~~ of each year, every vehicle shall be thoroughly examined and inspected by the Police Department and found to be satisfactory in regard to the following:

(a) Steering;
(b) Brakes;
(c) Speedometer;
(d) Lights;
(e) Tires;
(f) Horn;
(g) Exhaust system;
(h) Rear view mirror;
(i) Windshield wipers;
(j) Approved taximeter in good condition;
(k) Properly licensed by State of Illinois;
(l) Rate card;
(m) Otherwise clean, sanitary and safe for the transportation of passengers;
(n) State Sticker showing proof of insurance;
(o) Seat belts for all authorized passengers which seat belts must not be pushed under seats where they would not be in plain view;
(p) No crack in a window which cannot be covered by a one-inch disk (State law - a quarter);
(q) No body damage or condition shall be allowed to remain which would cost in excess of $250 on the regular body work market or which presents sharp edges or other dangerous conditions to passengers;
(r) Every vehicle shall have a lighted sign on its roof identifying it as a taxi

and it shall be regulated by the meter to the extent that it is on when the meter is not running and off when the meter is running.

(2) As part of this examination, every vehicle must pass the safety test provided by an official Illinois testing station as established by the Illinois Compiled Statutes. A Bloomington Police Officer and the person who brings the vehicle to the Police Department for testing shall both go to the official testing station for said test and the test shall be paid for at that time by said person. If the taxicab passes both the City test and the official Illinois test, the sticker of safety by the official testing station or at the election of the Police Department a sticker issued by the City shall be affixed to said taxicab and it shall at all times be displayed on said taxicab. No sticker issued during the first six months of any fiscal year shall be of any effect after November ~~July~~ 1st of that year and no such certificate issued during the second six months of any fiscal year shall be of any effect after May ~~January~~ 1st of the following year. No taxicab shall be operated upon the streets, alley or public places of said City without having been tested as herein required or without having said sticker displayed on said taxicab.

ARTICLE X
Downtown Shuttles

§ 40-1005. [Ch. 40, Sec. 1005] Downtown shuttles - license required.

A. Vehicles must be licensed.

(1) Prior to the use and operation of any vehicle under the provisions of this article and during the months of April and October ~~December and June~~ of each year, every vehicle shall be thoroughly examined and inspected by the Police Department and found to be satisfactory in regard to the following:

(a) Steering;
(b) Brakes;
(c) Lights;
(d) Tires;
(e) Horn;
(f) Exhaust system;
(g) Rear view mirror;
(h) Windshield wipers;
(i) Properly licensed by State of Illinois;
(j) Otherwise clean, sanitary and safe for the transportation of passengers;
(k) State Sticker showing proof of insurance;
(l) No crack in a window which cannot be covered by a one-inch disk (State law - a quarter);
(m) No body damage or condition shall be allowed to remain which would cost in excess of $250 on the regular body work market or which presents sharp edges or other dangerous conditions to passengers.

§ 40-1204. [Ch. 40, Sec. 1204] Transportation network company license required.

B. Each TNC License shall commence upon issuance and continue through April 30th ~~December 31~~ of the ~~calendar~~ fiscal year issued. Thereafter, if renewed, the TNC License will run annually, concurrent with each fiscal ~~calendar~~ year. Application for annual license

renewal must be submitted to the Clerk's office prior to the fiscal year for which renewal is sought. The application fee shall be non-refundable regardless of whether a license is issued or renewed.

Chapter 41
TOBACCO

ARTICLE I
Licensing the Sale of Tobacco

§ 41-103. [Ch. 41, Sec. 3] Applications; renewals.

D. Renewals. On January 1, 2025, a one-time 16-month license (January 1, 2025 – April 30, 2026) will be made available to allow the license cycle to transition to align with the City's fiscal year (May 1 – April 30). The City Clerk maintains the responsibility of determining and managing the processes necessary to facilitate the change including, but not limited to, establishing billing cycle payment options.

First-time licenses issued after January 1, 2025, shall expire on April 30, 2026.

E. On May 1, 2026, the standard 12-month licensing cycle will resume running concurrent with the City's fiscal year. All applications for the renewal of a license shall be made in writing to the City Clerk not later than April 1 ~~December 1~~ of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk, not later than April 1 ~~December 1~~ of each year, an affidavit stating that such facts and statements have not changed.

§ 41-104. [Ch. 41, Sec. 4] License fee; late fee.

[Ord. No. 2018-89; amended 12-11-2023 by Ord. No. 2023-112]

A. The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees per year payable in advance and no license shall be issued until such fee has been paid. When a license is created by the City Clerk and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the ~~calendar~~ fiscal year in which the license is issued. Application fees shall not be prorated. The license shall expire on April 30 each year. ~~December 31st of the year in which it is issued.~~ In the event of revocation or surrender of a license, no unearned portion of the license fee shall be refunded.

B. Each renewal tobacco license fee must be received by the City Clerk not later than April 1 ~~December 1~~ unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder must pay a late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

CONSENT AGENDA ITEM NO. 7.L.

FOR COUNCIL: October 14, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Application from Clarabel, LTD, d/b/a Rosie's Pub, located at 106 E. Front St., Requesting Approval of a Change in Ownership for their Class RAS (Restaurant, All Types of Liquor, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses

BACKGROUND: Clarabel, LTD, d/b/a Rosie's Pub, (Applicant) located at 106 E. Front St., has requested the approval of a Change in Ownership of their Class RAS (Restaurant, All Types of Liquor, and Sunday Sales) Liquor License. At the Liquor Commission meeting on September 10, 2024, a representative of Clarabel, LTD informed the Commission that one of the owners had retired leading to the need for a change in ownership. They also confirmed there would be no change to the business model resulting from the change. The Liquor Commission positively recommended the change of ownership to Council.

The Change of Ownership is as follows:

Current Ownership: Clarabel, LTD, 100% (Cynthia Grieves-Anet, 112.5 Shares (75%) and Molly J. Charleston, 37.5 Shares (25%))
Proposed Ownership: Clarabel, LTD, 100% (Cynthia Grieves-Anet, 150 Shares (100%))

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on August 31, 2024, in *The Pantagraph*. 55 notices were mailed to properties adjacent of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class RAS Liquor License is $3,300 and is recorded in the Non-Departmental-Liquor Licenses account (10010010- 51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal ED-1 (Ensure a broad range of employment opportunities for all residents), Objective ED-1.1 (Focus on retention and expansion of existing businesses).

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 3B Application
CLK 3C LIQ COM Minutes

09/23/2024

City Clerk Requirement Verification Memo

To: City Council Review

Re: CLARABEL, LTD, d/b/a ROSIE'S PUB

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- Letter Outlining Change of Ownership
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Computer Generated Site/Floor Plan
- Articles of Incorporation
- Financial Statement
- Paid $400 Application Fee

Information On File

- Bond
- Certificate of Insurance

Information Verified During Review

- DBA/Assumed Name Registered with the State of IL
- Entity is in Good Standing with the State of IL
- Verified Establishment Ownership
- Proof of Ownership of Building
- Bloomington/Normal Food and Beverage Tax Registration Form

Current Ownership

100% Clarabel, LTD
/\ 75% Cynthia Grieves-Anet, 112.5 Shares
/\ 25% Molly J. Charleston, 37.5 Shares

Proposed Ownership

100% Clarabel, LTD
/\ 100% Cynthia Grieves-Anet, 150 Shares

Items Due Before License Issuance

- Health Dept. Inspection

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Liquor License Application

Applicant Business Contact Information: *Please fill in your business information completely and legibly.*

Legal Entity Name (Corporate/LLC Name)	Clarabel LTD
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Rosie's Pub
Legal Entity Address *(including City, State, and Zip)*	106 E. Front St. Bloomington, IL 61701
Legal Entity Phone Number	309-827-7019
Legal Entity Email Address	rosiesbn1@gmail.com
Establishment Address including Zip	106 E. Front St. Bloomington, IL 61701
Establishment Phone Number	309-827-7019
Establishment Email Address	rosiesbn1@gmail.com
***Email Address for ALL City Communications:**	rosiesbn1@gmail.com

Note, that **all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for **all** City Communications. It is the responsibility of the business to notify the City of any changes.*

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
Cynthia Grieves-Anet	Bloomington	IL	61701
Phone Number	**Email Address**		
309-827-7019	rosiesbn1@gmail.com		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	**City**	**State**	**Zip**
Phone Number	**Email Address**		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	**City**	**State**	**Zip**
Phone Number	**Email Address**		

Applicants should review Chapter 6: Alcoholic Beverages (https://ecode360.com/34403863) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
		2020 Fees		**2021 Fees**	
Class	**Description**	**Semi**	**Annual**	**Semi**	**Annual**
PA	Package Sales – All Types of Liquor *(Fee applies to all except CA, EA, RA, or TA)*	$600	$1,200	$650	$1,300
PB	Package Sales – Beer and Wine Only	$450	$900	$500	$1,000
	*(Package Sales fee for CB, EB, RB, or TB, but **no** Package Sales fee applies to CA, EA, RA, or TA)*	$112.50	$225	$150	$300
S	Sunday *(Fee applies to all except CA & CB)*	$275	$550	$300	$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
CB	Clubs – Beer and Wine Only	$400	$800	$450	$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	$400	$800	$450	$900
GPB	Convenience Store (Package) – Beer and Wine Only	$450	$900	$500	$1,000
MA	Hotel/Motel – All Types of Liquor	$600	$1,200	$650	$1,300
MB	Hotel/Motel – Beer and Wine Only	$375	$750	$425	$850
RAP	Restaurant, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
RA	Restaurant – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
RB	Restaurant – Beer and Wine Only	$400	$800	$450	$900
ST	Stadium – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
TA	Tavern – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TB	Tavern – Beer and Wine Only	$400	$800	$450	$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

1. Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**

☐ **Partnership** (Date of Formation: _____)

☐ **Limited Liability Company** (LLC)

A copy of the Articles of Organization must be attached.

● **Corporation** (Inc. or Corp.)

A copy of the Articles of Incorporation must be attached.

2. Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

3. ☐ Yes ● No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____

_____

_____

Business Owner/Operator: ***(Please circle Yes (Y) or No (N) where applicable.)***

1. I verify that all owners, partners, officers, members, and majority stockholders:

● Yes ☐ No Are 21 years of age or older.

● Yes ☐ No Are citizens of the United States.

☐ Yes ● No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).

☐ Yes ● No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.

☐ Yes ● No Have never been convicted of pandering or any other crime opposed to decency and morality.

2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ● Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?

2B ● Yes ☐ No Is the General Manager a resident of McLean County?

3. ☐ Yes ● No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?

4. ☐ Yes ● No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

5. ● Yes ☐ No Is the premises for which the license is sought owned?
5A ☐ Yes ● No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*

☐ Yes ● No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

_____

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Restaurant
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* RAS
3. ☐ Yes ● No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details.* https://ecode360.com/34837503
5. ● Yes ☐ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: We have a liquor license already
7. If approved, how would the liquor license benefit the City and its residents? Rosie's will keep providing economic growth to the City and provide a local gathering place for residents.
8. ● Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* monthly in the summer
9. ● Yes ☐ No Will the proposed or current establishment sell food?
10. ● Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* food
11. If approved, what license renewal billing cycle would be preferred? ● Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	closed	closed
Tuesday:	11AM	1AM
Wednesday:	11AM	1AM
Thursday:	11AM	1AM
Friday:	11AM	2AM
Saturday:	11AM	2AM
Sunday:	closed	closed

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) commercial and government

2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? government 8AM-4PM, closed Saturday and Sunday

2B. Is the area predominately residential, are they single or multi-family homes? no

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* Front St. two way and Main St. one way
4. How much additional traffic is expected to be generated with a liquor license? same traffic
5. Describe any and all on- and off-street parking: parking garage across the street
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 2

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☐ Yes ● No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ● Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
   4A If yes, please explain: Clarabel LTD DBA Rosies Pub ID 2249
5. ☐ Yes ● No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ● No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ● No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ● No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

● Yes ☐ No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.

☐ Yes ● No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*

☐ Yes ● No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

☐ Yes ● No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.

☐ Yes ● No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. **I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;**
2. **I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;**
3. **All applicants of the establishment are qualified and eligible to obtain the license applied for;**
4. **I have read and understand the requirements of the City of Bloomington Code pertaining to Chapter 6: Alcoholic Beverages https://ecode360.com/34403863; and**
5. **If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.**

Cynthia Grieves-Anet	Owner
Name (Please Print)	**Title**
eSigned via SeamlessDocs.com Cynthia Grieves-Anet Key: 5145a77d2cb37259b6755f99f6445473	07.25.24
Signature	**Date**

Dear Bloomington City Clerk Department,

I'm writing you to inform you that Molly J Bradle transferred 37.5 shares (25%) of her stock to Clarabel LTD, DBA Rosie's Pub. No change in the liquor or food license or day to day operations.

Name: Cynthia Grieves-Anet
Age: [redacted]
Address: [redacted] Bloomington, IL [redacted]
Percent Owned: 100%

The following item was presented:

Item 6.A. Public Hearing and Action on an Application from Clarabel, LTD, d/b/a Rosie's Pub, located at 106 E. Front Street, Requesting Approval of a Change in Ownership of the Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:03 p.m.

Cynthia Grieves-Anet, Owner of Rosie's Pub, after being sworn, addressed the Commission. Ms. Grieves-Anet stated that the part-time owner, Molly Bradle, had resigned and transferred her 25% ownership to the corporation.

Commissioner Mwilambwe asked whether Ms. Grieves-Anet would have 100% ownership, whether everything else would remain the same, and if staff were BASSET trained. Ms. Grieves-Anet stated that she would now have 100% ownership, everything else would remain the same, and staff were BASSET certified.

George Boyle, Asst. Corporation Counsel, asked how long Ms. Grieves-Anet had maintained ownership of the establishment. Ms. Grieves-Anet stated that she had been an owner for 25 years.

Staff had no additional questions.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:06 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council as presented.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister

Motion carried.

The following item was presented:

Item 6.B. Public Hearing and Action on an Application from Dublin Bay, Inc., d/b/a Killarney's Irish Pub, located at 523 N. Main St., Requesting Approval of a Change in Ownership for their Class TAP (Tavern, All Types of Liquor, and Package Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:07 p.m.

Madalynn Camp, Owner of Killarney's Irish Pub, after being sworn, addressed the Commission. She stated that they recently purchased Killarney's on August 1, 2024, and would be removing Ken Lundquist. She stated that ownership would be herself and Dylan Cote.

Commissioner Meister asked whether hours and everything else would remain the same. Ms. Camp stated that everything would remain the same, including the hours of operation.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:10 p.m.

Commissioner Mwilambwe made a motion, seconded by Commissioner Meister, to positively recommend the Item to Council as presented.

Commissioner Mwilambwe directed the clerk to call roll:

CONSENT AGENDA ITEM NO. 7.M.

FOR COUNCIL: October 14, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Application from Le Marchand De Vin, LLC, located at 1704 Eastland Dr., Ste. 8, Requesting Approval for a Change in Classification from a Class PAS (Package, All Types of Alcohol, and Sunday Sales) to a Class TAPS (Tavern, All Types of Alcohol, Packaged and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses

BACKGROUND: Le Marchand De Vin, LLC (Applicant) is located at 1704 Eastland Dr., Ste. 8 The Applicant is requesting approval of a change in classification from a Class PAS (Packaged, All Types of Alcohol, and Sunday Sales) Liquor License approved by Council on May 13, 2024, to a Class TAPS (Tavern, All Types of Alcohol, Packaged and Sunday Sales) liquor license. The Applicant plans to continue to operate primarily as a packaged wine retail establishment, but would like to also be able to sell/serve wine by the glass to its customers. The change in classification would allow the establishment to sell/serve as requested.

The Liquor Commission positively recommended the change of classification to Council on September 10, 2024. All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on August 31, 2024, in *The Pantagraph*. 80 notices were mailed to properties adjacent of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class TAPS Liquor License is $3,300 and is recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal ED-1 (Ensure a broad range of employment opportunities for all residents), Objective ED-1.1 (Focus on retention and expansion of existing businesses).

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 5B Application
CLK 5C LIQ COM Minutes

09/23/2024

City Clerk Requirement Verification Memo

To: City Council Review

Re: LE MARCHAND DE VIN, LLC

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- Letter Outlining Change of Ownership
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Kease if Property
    - From 04/22/2024 through 05/31/2029
- Updated Computer Generated Site/Floor Plan
- Financial Statement
- Paid $400 Application Fee

Information On File

- Articles of Organization
- Bond
- Certificate of Liability Insurance
- Financial Statement
- Entity is in Good Standing with the State of IL

Information Verified During Review

- Verified Establishment Ownership
- Proof of Ownership of Building
- Bloomington/Normal Food and Beverage Tax Registration Form

Items Due Before License Issuance

- E&CD Inspection
- Health Dept. Inspection

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Liquor License Application

Applicant Business Contact Information: *Please fill in your business information completely and legibly.*

Legal Entity Name (Corporate/LLC Name)	Le Marchand De Vin, LLC
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Le Marchand De Vin
Legal Entity Address *(including City, State, and Zip)*	1704 Eastland Dr, Ste 8, Bloomington, IL 61704
Legal Entity Phone Number	309 386 6834
Legal Entity Email Address	help@lemarchanddevin.com
Establishment Address including Zip	1704 Eastland Dr, Ste 8, Bloomington, IL 61704
Establishment Phone Number	309 386 6834
Establishment Email Address	help@lemarchanddevin.com
***Email Address for ALL City Communications:**	help@lemarchanddevin.com

Note, that **all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for **all** City Communications. It is the responsibility of the business to notify the City of any changes.*

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
Ash Boeyen	Bloomington	Illinois	61701-5413
Phone Number	**Email Address**		
[redacted]	[redacted]		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	**City**	**State**	**Zip**
George Woods	Bloomington	Illinois	61701-5413
Phone Number	**Email Address**		
[redacted]	[redacted]		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	**City**	**State**	**Zip**
		IL	
Phone Number	**Email Address**		

Applicants should review Chapter 6: Alcoholic Beverages (https://ecode360.com/34403863) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart

Class	Description	2020 Fees Semi	2020 Fees Annual	2021 Fees Semi	2021 Fees Annual
PA	Package Sales – All Types of Liquor *(Fee applies to all except CA, EA, RA, or TA)*	$600	$1,200	$650	$1,300
PB	Package Sales – Beer and Wine Only	$450	$900	$500	$1,000
	*(Package Sales fee for CB, EB, RB, or TB, but **no** Package Sales fee applies to CA, EA, RA, or TA)*	$112.50	$225	$150	$300
S	Sunday *(Fee applies to all except CA & CB)*	$275	$550	$300	$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
CB	Clubs – Beer and Wine Only	$400	$800	$450	$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	$400	$800	$450	$900
GPB	Convenience Store (Package) – Beer and Wine Only	$450	$900	$500	$1,000
MA	Hotel/Motel – All Types of Liquor	$600	$1,200	$650	$1,300
MB	Hotel/Motel – Beer and Wine Only	$375	$750	$425	$850
RAP	Restaurant, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
RA	Restaurant – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
RB	Restaurant – Beer and Wine Only	$400	$800	$450	$900
ST	Stadium – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
TA	Tavern – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TB	Tavern – Beer and Wine Only	$400	$800	$450	$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

1. Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**
☐ **Partnership** (Date of Formation: _____)
☐ **Limited Liability Company** (LLC)
☐ **Corporation** (Inc. or Corp.)

A copy of the Articles of Organization must be attached.
A copy of the Articles of Incorporation must be attached.

2. Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
3. ☐ Yes ☐ No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____

Business Owner/Operator: ***(Please circle Yes (Y) or No (N) where applicable.)***

1. I verify that all owners, partners, officers, members, and majority stockholders:
   - ☐ Yes ☐ No Are 21 years of age or older.
   - ☐ Yes ☐ No Are citizens of the United States.
   - ☐ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
   - ☐ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
   - ☐ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
   - 2A ☐ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
   - 2B ☐ Yes ☐ No Is the General Manager a resident of McLean County?
3. ☐ Yes ☐ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ Yes ☐ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

5. ☐ Yes ● No Is the premises for which the license is sought owned?
5A ● Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*

☐ Yes ● No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Retail wine store and education services providing wines by the glass
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* TAPS
3. ● Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details.* https://ecode360.com/34837503
5. ☐ Yes ● No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: We are seeking a reclassification to meet customer requests to purchase wine by the glass
7. If approved, how would the liquor license benefit the City and its residents? Increasing appreciation of wine through education, knowledge and variety is the cornerstone of the
8. ☐ Yes ● No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
9. ● Yes ☐ No Will the proposed or current establishment sell food?
10. ☐ Yes ● No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* _____
11. If approved, what license renewal billing cycle would be preferred? ☐ Annual ● Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	Closed	Closed
Tuesday:	10am	7pm
Wednesday:	10am	7pm
Thursday:	10am	7pm
Friday:	10am	7pm
Saturday:	10am	7pm
Sunday:	12pm	4pm

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) A mix of retail premises including jeweler, bakery, hair salon, restaurants and general retail businesses.

2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? 9am - 8pm

2B. Is the area predominately residential, are they single or multi-family homes? NO

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* Eastland Drive is the main access way with 4 lanes of traffic
4. How much additional traffic is expected to be generated with a liquor license? Given the existing level of traffic, we believe additional traffic will be marginal.
5. Describe any and all on- and off-street parking: Multiple car parking spaces within the retail complex are available
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? One

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
   4A If yes, please explain: Currently hold a PAS license and requesting reclassification
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:
SInce opening the retail store we have fielded numerous requests from customers asking us to provide a wine ~~by the glass service. We are requesting a license reclassification to do so. We do not plan to change to our retail~~ hours.

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

☐ Yes ☒ No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.

☐ Yes ☒ No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*

☐ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.

☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

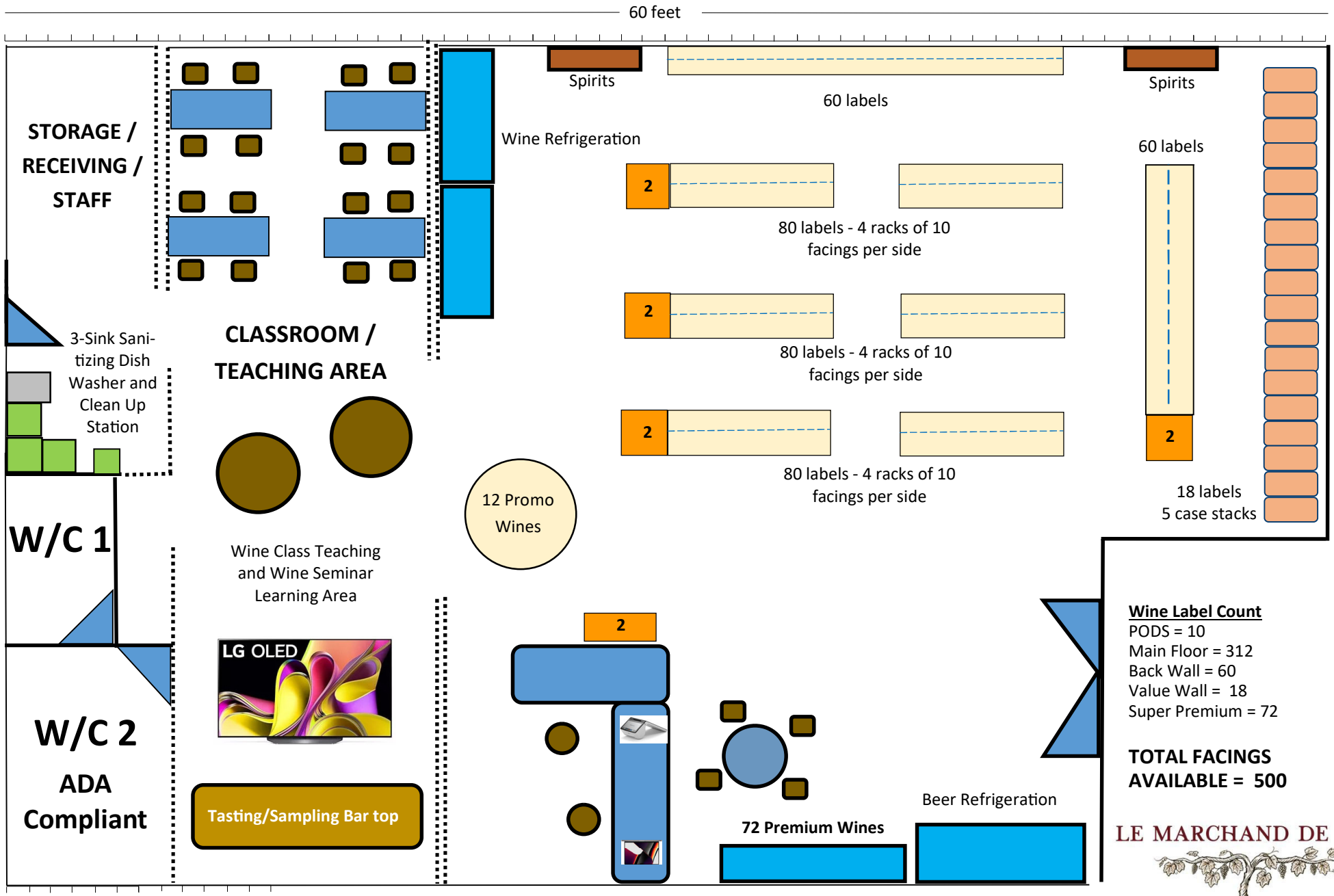
Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. **I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;**
2. **I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;**
3. **All applicants of the establishment are qualified and eligible to obtain the license applied for;**
4. **I have read and understand the requirements of the City of Bloomington Code pertaining to Chapter 6: Alcoholic Beverages https://ecode360.com/34403863; and**
5. **If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.**

Ash Boeyen	Owner
Name (Please Print)	**Title**
eSigned via SeamlessDocs.com Key: 5145a77d2cb37259b6755f99f6445473	8/16/2024
Signature	**Date**

vin pour tous!



Wine Label Count
PODS = 10
Main Floor = 312
Back Wall = 60
Value Wall = 18
Super Premium = 72

TOTAL FACINGS AVAILABLE = 500

LE MARCHAND DE VIN
WINE MERCHANT
BLOOMINGTON, IL

Item 6.C. Public Hearing and Action on an Application from Le Marchand De Vin, LLC, located at 1704 Eastland Dr., Ste. 8, Requesting Approval for a Change in Classification from a Class PAS (Package, All Types of Alcohol, and Sunday Sales) to a Class TAPS (Tavern, All Types of Alcohol, Packaged and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:11 p.m.

Ash Boeyen, Owner of Le Marchand De Vin, after being sworn, addressed the Commission. He stated that the business opened three months ago during Memorial Day weekend as a regular retail store. He stated that they adhere to regulations for their wine tastings and that customers have expressed interest in having a glass of wine after classes or tastings. He shared that wine classes and events were included on the original application and that they had met with Linda Foutch, Food Program Supervisor, with the McLean County Health Department regarding requirements for glassware and a commercial dishwasher. He shared that he wrote to the City about requirements and applying for the license was suggested. He explained that they would not extend hours, noted multiple planned wine classes, and further expressed their intent to remain a packaged liquor retailer with the option to offer a glass of wine for customers after.

Jennifer Boeyen, Owner of Le Marchand De Vin, after being sworn, addressed the Commission. She stressed that they did not want to be a bar, want to serve wine by the glass every day, or extend their hours. She shared that they have a machine that pours exactly one ounce of wine for samples, but it has the capability to pour three or five ounces pours. She explained they would only utilize this machine to pour servings instead of by staff, similar to Pour Brothers, and that it ran on a credit card system. She shared that they were working on the construction of an additional ADA-compliant (Americans with Disabilities Act) bathroom to meet Health Department requirements.

Commissioner Meister asked what the current hours of operation were. Mr. Boeyen stated the hours summer hours were to 10:00 AM to 6:00 PM, but beginning in the fall, hours will be 10:00 AM to 7:00 PM Tuesday through Saturday, and 12:00 PM to 4:00 PM on Sunday. He shared that they would close to hold private event wine classes between 4:00 PM and 5:00 PM on one to two Sundays a month.

Commissioner Meister asked about the current capacity of the establishment. Mr. Boeyen stated they have the capacity of a retail store where people come and go. He explained their capacity would be adjusted depending on approval.

Commissioner Meister asked whether tables and chairs would be added to the facility. Mr. Boeyen stated that had an area for people to sit during wine classes. He explained there was an event area in the back where they would setup audio-visual equipment to allow smaller, sustainably farmed winemakers to virtually interact with customers through Zoom.

Commissioner Meister asked if the pouring machine was self-serve or operated by a person. Mr. Boeyen stated that staff monitor the machine and changed the wine options; however, the machine had three pre-determined calibrated pour options that operated based on a card reader. He explained how patrons could add funds to a card, select a wine and the desired ounces from the options, and the card would be reduced by the fee associated to the wine pour.

Commissioner Meister asked whether staff were BASSET certified. Mrs. Boeyen stated that they were BASSET certified. She also shared that rules and regulations were posted next to the pouring machine, and that it only allows the exact pours as predetermined and calibrated.

She noted they only offered tasting samples on Saturdays from 1:00 PM to 5:00 PM. Mr. Boeyen reiterated that the machine would shut off once the limit was reached.

Commissioner Meister asked whether the limit would be increased to five ounces once the license was approved and if credit cards would be on file, similar to Pour Brothers. Mrs. Boeyen stated the machine could be programmed per ounce or to certain dollar amounts but could not be programmed over five ounces. Mr. Boeyen reiterated they had no interest in operating a bar but sought the license to accommodate customer requests during wine tastings. Mrs. Boeyen mentioned the focus on education with serving hours dependent on classes, but that they do not intend to have classes past 7:00 PM.

Commissioner Mwilambwe asked whether food would be served. Mr. Boeyen stated that per Mrs. Foutch from the McLean County Health Department, they could serve packaged goods that did not require refrigeration. He shared that they want to respond and continue to evolve based on the community's needs. Mrs. Boeyen stated they currently sold some prepackaged items and planned to expand those offerings, but none would require food handling. She reiterated that they have no interest in operating like a bar/restaurant or doing food handling.

Chris McAllister, Building Official, reminded the licensee that any alterations of the space would require appropriate building permits. Mr. Boeyen stated they had been working with Tentac Enterprises, Landlord, for measurements and the future project. Mrs. Boeyen stated they would apply for necessary permits once plans were finalized.

Commissioner Mwilambwe asked if there was anyone in the audience who wished to speak for or against the application. No one spoke up.

Commissioner Mwilambwe closed the Public Hearing at 4:27 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council as presented.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister

Motion carried.

The following item was presented:

Item 6.D. Continued Appearance on a Citation Issued to JL Palma, LLC, d/b/a Venue 309, located at 1611 Morrissey Dr. Unit 2, for Violating Chapter 6, Section 102A of the Bloomington City Code Relating to Sale of Alcohol Without a License and Chapter 6, Section 102 of the Bloomington City Code Relating to Failure to Seek Approval or Notify Regarding Change of Ownership.

Mr. Boyle provided an update on the Item, noting there had been negotiations for a settlement which was expected to be presented at or before the October 8, 2024 Liquor Commission meeting.

New Business

No New Business was discussed.

Adjournment

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to adjourn the meeting.

Commissioner Mwilambwe directed the clerk to call roll:

CONSENT AGENDA ITEM NO. 7.N.

FOR COUNCIL: October 14, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Application from Dublin Bay, LLC, d/b/a Killarney's Irish Pub, located at 523 N. Main St., Requesting Approval of a Change in Ownership for their Class TAP (Tavern, All Types of Liquor, and Package Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses

BACKGROUND: Dublin Bay, LLC, d/b/a Killarney's Irish Pub, (Applicant) located at 523 N. Main St., has requested the approval of a Change in Ownership of their Class TAP (Tavern, All Types of Liquor, and Package Sales) Liquor License. The Applicant previously was approved for a 100% Change in Ownership and Reclassification of their Liquor License by Council on July 22, 2024. At the Liquor Commission meeting on September 10, 2024, a representative of Dublin Bay, LLC confirmed there would be no change to the business model and informed the Commission that one of the owners would no longer be a part of Dublin Bay, LLC. The Liquor Commission positively recommended the change of ownership of Dublin Bay, LLC, d/b/a Killarney's Irish Pub, to Council.

The Change of Ownership is as follows:

Current Ownership: Dublin Bay, Inc., 100% (Ken Lundquist (50%), Dylan Cote (25%), and Madalynn Camp (25%))
Proposed Ownership: Dublin Bay, Inc., 100% (Dylan Cote (50%), and Madalynn Camp (50%))

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on August 31, 2024, in *The Pantagraph*. 5 notices were mailed to properties adjacent of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class RAS Liquor License is $3,300 and is recorded in the Non-Departmental-Liquor Licenses account (10010010- 51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment’s responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal ED-1 (Ensure a broad range of employment opportunities for all residents), Objective ED-1.1 (Focus on retention and expansion of existing businesses).

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 4B Application
CLK 4C LIQ COM Minutes

09/23/2024

City Clerk Requirement Verification Memo

To: City Council Review

Re: DUBLIN BAY, LLC, d/b/a KILLARNEY'S IRISH PUB

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Paid $400 Application Fee

Information On File

- Computer Generated Site/Floor Plan
- Financial Statement
- Articles of Organization
- Bloomington/Normal Food and Beverage Tax Registration Form
- Bond
- Certificate of Insurance

Information Verified During Review

- DBA/Assumed Name Registered with the State of IL
- Entity is in Good Standing with the State of IL
- Verified Establishment Ownership

Current Ownership

100% Dublin Bay, Inc.
/\ 50% Owned by Ken Lundquist
/\ 25% Owned by Dylan Cote
/\ 25% Owned by Madalynn Camp

Proposed Ownership

100% Dublin Bay, Inc.
/\ 50% Owned by Dylan Cote
/\ 50% Owned by Madalynn Camp

Items Due Before License Issuance

- Health Dept. Inspection

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Liquor License Application

Applicant Business Contact Information: *Please fill in your business information completely and legibly.*

Legal Entity Name (Corporate/LLC Name)	Dublin Bay Inc
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Killarneys
Legal Entity Address *(including City, State, and Zip)*	523 N Main St
Legal Entity Phone Number	815-351-9585
Legal Entity Email Address	killarneysirishpub523@gmail.com
Establishment Address including Zip	523 N Main St
Establishment Phone Number	309-828-1186
Establishment Email Address	killarneysirishpub523@gmail.com
***Email Address for ALL City Communications:**	cotedylan4@gmail.com

Note, that **all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for **all** City Communications. It is the responsibility of the business to notify the City of any changes.*

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
Dylan Cote	Bradley	IL	60915
Phone Number	**Email Address**		
[redacted]	cotedylan4@gmail.com		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	**City**	**State**	**Zip**
Dylan Cote	Bradley	IL	60915
Phone Number	**Email Address**		
[redacted]	cotedylan4@gmail.com		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	**City**	**State**	**Zip**
Madalynn Camp	Bradley	IL	60915
Phone Number	**Email Address**		
[redacted]	[redacted]		

Applicants should review Chapter 6: Alcoholic Beverages (https://ecode360.com/34403863) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
		2020 Fees		**2021 Fees**	
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	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
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RAP	Restaurant, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
RA	Restaurant – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
RB	Restaurant – Beer and Wine Only	$400	$800	$450	$900
ST	Stadium – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
TA	Tavern – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TB	Tavern – Beer and Wine Only	$400	$800	$450	$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

1. Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**

☐ **Limited Liability Company** (LLC)
A copy of the Articles of Organization must be attached.

☐ **Partnership** (Date of Formation: _____)

☐ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.

2. Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

3. ☐ Yes ☐ No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
_____
_____

Business Owner/Operator: *(Please circle Yes (Y) or No (N) where applicable.)*

1. I verify that all owners, partners, officers, members, and majority stockholders:
   - ☐ Yes ☐ No Are 21 years of age or older.
   - ☐ Yes ☐ No Are citizens of the United States.
   - ☐ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
   - ☐ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
   - ☐ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
   - 2A ☐ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
   - 2B ☐ Yes ☐ No Is the General Manager a resident of McLean County?
3. ☐ Yes ☐ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ Yes ☐ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

5. ● Yes ☐ No Is the premises for which the license is sought owned?
   5A ☐ Yes ● No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*

☐ Yes ● No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Tavern
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* TAP
3. ☐ Yes ● No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details.* https://ecode360.com/34837503
5. ☐ Yes ● No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: Establishment is a fully functional bar
7. If approved, how would the liquor license benefit the City and its residents? Killarneys has been in business for 30 years. We look to continue it
8. ☐ Yes ● No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
9. ● Yes ☐ No Will the proposed or current establishment sell food?
10. ☐ Yes ● No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* _____
11. If approved, what license renewal billing cycle would be preferred? ☐ Annual ● Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	na	na
Tuesday:	3pm	1am
Wednesday:	3pm	1am
Thursday:	3pm	1am
Friday:	3pm	2am
Saturday:	3pm	2am
Sunday:	na	na

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Downtown, commercial area. bars and night clubs

   2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? 9 am - 5 pm

   2B. Is the area predominately residential, are they single or multi-family homes? no

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* one way street, two lanes, with street parking
4. How much additional traffic is expected to be generated with a liquor license? 200 people per day during hours of operation
5. Describe any and all on- and off-street parking: 90min parking on the street
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 5-6

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ● Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ● No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
   4A If yes, please explain: _____
5. ☐ Yes ● No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ● No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ● No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ● No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:
Application for a change of ownership

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

● Yes ☐ No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.

● Yes ☐ No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*

● Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

● Yes ☐ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.

☐ Yes ● No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. **I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;**
2. **I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;**
3. **All applicants of the establishment are qualified and eligible to obtain the license applied for;**
4. **I have read and understand the requirements of the City of Bloomington Code pertaining to Chapter 6: Alcoholic Beverages https://ecode360.com/34403863; and**
5. **If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.**

Dylan Cote	Part owner
Name (Please Print)	**Title**
eSigned via SeamlessDocs.com Dylan Cote Key: 5145a77d2cb37259b6755f99f6445473	8/12/2024
Signature	**Date**

dotloop signature verification: dtlp.us/fgbW-B4X9-tNq8

Change of Ownership letter

Please let this letter represent a change of ownership between Dylan Cote, Madalynn Camp and Ken Lundquist. For the Business know as Dublin bay INC DBA “Killarneys Irish Pub” located at 523 N Main St. Bloomington IL. 61701

Dylan Cote, [redacted], Bradley IL. [redacted]

Madalynn Camp, [redacted], Bradley IL. [redacted]

Ken Lundquist, [redacted] Bourbonnais, IL [redacted]

Change of stock/ownership

Dylan Cote 25% to 50%

Madalynn Camp 25% to 50%

Ken Lundquist 50% to 0%

Dylan Cote Dylan Cote dotloop verified 08/22/24 3:04 PM CDT QLJK-EJC5-H67J-764N

Madalynn Camp Madalynn Camp dotloop verified 08/23/24 1:27 PM CDT HWLB-03Q7-SKDO-TEFG

Ken Lundquist Ken Lundquist dotloop verified 08/23/24 1:32 PM CDT DG8J-C6TV-GU4G-WRNR

Commissioner Mwilambwe opened the Public Hearing at 4:03 p.m.

Cynthia Grieves-Anet, Owner of Rosie's Pub, after being sworn, addressed the Commission. Ms. Grieves-Anet stated that the part-time owner, Molly Bradle, had resigned and transferred her 25% ownership to the corporation.

Commissioner Mwilambwe asked whether Ms. Grieves-Anet would have 100% ownership, whether everything else would remain the same, and if staff were BASSET trained. Ms. Grieves-Anet stated that she would now have 100% ownership, everything else would remain the same, and staff were BASSET certified.

George Boyle, Asst. Corporation Counsel, asked how long Ms. Grieves-Anet had maintained ownership of the establishment. Ms. Grieves-Anet stated that she had been an owner for 25 years.

Staff had no additional questions.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:06 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council as presented.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister

Motion carried.

The following item was presented:

Item 6.B. Public Hearing and Action on an Application from Dublin Bay, Inc., d/b/a Killarney's Irish Pub, located at 523 N. Main St., Requesting Approval of a Change in Ownership for their Class TAP (Tavern, All Types of Liquor, and Package Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:07 p.m.

Madalynn Camp, Owner of Killarney's Irish Pub, after being sworn, addressed the Commission. She stated that they recently purchased Killarney's on August 1, 2024, and would be removing Ken Lundquist. She stated that ownership would be herself and Dylan Cote.

Commissioner Meister asked whether hours and everything else would remain the same. Ms. Camp stated that everything would remain the same, including the hours of operation.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:10 p.m.

Commissioner Mwilambwe made a motion, seconded by Commissioner Meister, to positively recommend the Item to Council as presented.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister

Motion carried.

The following item was presented:

REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: October 14, 2024

WARD IMPACTED: Ward 6

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

RECOMMENDED MOTION: That the Council move and approve one of the following two sample motions: (1) Motion to approve an Ordinance Designating Local Landmarks, and Approving a Zoning Map Amendment to Add the S-4 (Historic Preservation District) Overlay, for the Property at 704 N. Main Street; or (2) Motion to approve a Resolution Denying Local Historic Landmark Status and a Zoning Map Amendment to Add the S-4 (Historic District) overlay, for the Property at 704 N. Main Street.

STRATEGIC PLAN LINK:
Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:
Objective 6e. Preservation of historic buildings
Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: Council voted to postpone this item at its September 23, 2024, City Council meeting.

The Historic Preservation Commission, as the Applicant, is requesting to designate the existing National Register of Historic Places structures of *Holy Trinity Church* and *Holy Trinity Rectory* at 704 N. Main Street as a “Local Historic Landmarks” and to have the S-4 (Historic Preservation District) Overlay zoning applied to the subject property between N. Center and N. Main Streets, excluding the portion of the subject PIN that lies west of N. Center Street that was formerly home to Trinity/Central Catholic High School.

The S-4 (Historic Preservation District) Overlay Zoning requires the property owner to submit certain types of exterior repair/restoration/replacement work to the Historic Preservation Commission ("HPC") for review, prior to performing said work. The HPC then issues a Certificate of Appropriateness ("CofA") for the work to proceed if the proposed work complies with the Secretary of Interior’s Standards and the City’s Architectural Review Guidelines.

The owner can appeal to the City Council should a CofA not be issued by an affirmative vote of the HPC. The City is prohibited from issuing a building permit or a demolition permit unless a CofA has been issued on a property or an applicant is successful in appeal.

On March 1, 2024, the HPC held a public hearing on the Designation of Holy Trinity Church and Rectory as Local Landmarks, as well as the Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay to the property. In a 7-0 vote, they determined that the two buildings owned by the Peoria Diocese, Holy Trinity Church and Rectory, meet the criteria for local historical landmark status, and reaffirmed the determination by the HPC.

This recommendation was transmitted to the Planning Commission via *Historic Preservation Commission Resolution No. 2024-02*.

On May 1, August 7, and September 4, 2024, the Planning Commission held public hearings and eventually voted to recommend approval of Holy Trinity Church and Rectory as Local Landmarks, as well as the Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay to the property. In a 4-3 vote, the Commission decided to recommend a Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay Zoning to the Church/Rectory property. The recommendation for the Zoning Map Amendment to add the S-4 Overlay will be forwarded to Council, via a Resolution that was approved 6-1.This recommendation has been transmitted to Council via *Planning Commission Resolution No. 2024-02*.

The following documents are relevant to this item:

- Historic Preservation Commission Packet for January 18, 2024
- Historic Preservation Commission Minutes for January 18, 2024
- Historic Preservation Commission Packet for March 21, 2024 (includes Standards for Consideration of Landmark Designation)
- Historic Preservation Commission Minutes for March 21, 2024 (includes property owner protest)
- Planning Commission Packet for May 1, 2024 (includes Standards for Review of a Zoning Map Amendment)
- Planning Commission Minutes for May 1, 2024
- Planning Commission Packet for August 7, 2024
- Planning Commission Minutes for August 7, 2024
- Planning Commission Packet for September 4, 2024 (includes overview of the Certificate of Appropriateness process)
- Planning Commission Minutes for September 4, 2024

City Code requires the Council to pass either an ordinance approving, or a resolution rejecting, the recommendation. Due to the property owner's objection to the recommendation, approval of this Zoning Map Amendment requires the "favorable vote of 2/3 of the Alderman then holding office." (§ 44-1706F(3)). Accordingly, to approve the ordinance, there must be 6 affirmative votes.

City Code also requires that the Council's action to deny a historic designation shall be made in the form of a Resolution. A sample resolution is attached and can be approved by a majority of the Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of the public hearing before the Historic Preservation Commission was published in *The Pantagraph* on Wednesday, March 6, 2024. Notification of the Public Hearing, along with copies of the nomination application, were mailed to the property owner and 16 adjoining property owners on March 5, 2024. A sign notifying the community of the hearing was also placed on the

property.

Notice of the public hearing before the Planning Commission was published in *The Pantagraph* on Tuesday, April 2, 2024. Notification of the Public Hearing was mailed to the property owner and 62 property owners within 500 feet, on March 5, 2024. A sign notifying the community of the hearing was also placed on the property.

FINANCIAL IMPACT: Local designation through Zoning the property as S-4 provides an added level of expectation and consistency for surrounding property owners which may help to stabilize, or even improve, property values in the neighborhood and Historic Downtown. Many of the well-known studies that discuss the negative impacts of local designation on property values cite development constraints (inability to make "highest and best use" of the property) and high costs of complying with strict guidelines on maintenance. The City Code provides some mechanisms for potentially addressing both of these potential deterrents. The addition of the S-4 designation also makes properties eligible for Funk Grant funding from the City and for other historic funding opportunities and tax benefits, to potentially help defer any increase in cost associated with conducting work in a way that complies with subject Standards.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal N-1 (Ensure compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objective N-1.3 (Redevelop the neighborhoods in the Preservation area while carefully protecting their historic nature and character), Policies N-1.3c (Foster preservation and adaptive reuse of significant historic buildings and structures) and N-1.3d (Encourage the use of the statewide historic property incentives such as "Illinois Property Tax Assessment Freeze Program"); Goal D-2 (Market and promote the unique brand and image of Downtown Bloomington), Objective D-2.1 (Identify and designate gateways to Downtown); Goal ACH-4 (Identify, conserve, and preserve the City's heritage resources as a basis for retaining and enhancing strong community character and a sense of place), Policies ACH-4.1b (Use zoning, code enforcements and other regulatory tools to protect the City's historic and cultural resources), ACH-4.1d (Pursue an active and comprehensive program to document and preserve historic buildings, structures, sites (including archaeological sites), objects, landscapes, and natural resources), and ACH-4.1e (Continually update identification and designation of historical buildings that are eligible for local, state and national designation based on 50 year age guideline).

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
E&CD 3B Ordinance Option
E&CD 3C Resolution Option
E&CD 3D Planning Commission Resolution No. 2024-02

ORDINANCE NO. 2024 - ___

AN ORDINANCE DESIGNATING LOCAL LANDMARKS, AND APPROVING A ZONING MAP AMENDMENT TO ADD THE S-4 (HISTORIC PRESERVATION DISTRICT) OVERLAY, FOR THE PROPERTY AT 704 N. MAIN STREET

WHEREAS, the City of Bloomington ("City") is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, there was heretofore filed with the Economic & Community Development Department by the Bloomington Historic Preservation Commission ("HPC"), an application requesting that the structures and property at 704 N. Main Street ("Property"), legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, be recognized for historic and cultural significance, and that the S-4 (Historic Preservation District) Overlay be applied to the property; and

WHEREAS, the HPC, after providing appropriate public notice, and after holding a public hearing on March 1, 2024, determined the structures known as "Holy Trinity Church" ("Church") and "Holy Trinity Rectory" ("Rectory"), at 704 N. Main Street, possess sufficient integrity of location, design, materials, and workmanship to make them worthy of preservation or restoration, and meet the following criteria for Designation as specified in §44-804B(2) of the Bloomington City Code, 1960, as amended:

1. Their character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois, or the United States of America ("the Nation"); and
2. Their embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials; and
3. Their identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the City, County of McLean, State of Illinois, or the Nation; and
4. Their embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant; and
5. Their unique location or singular physical characteristics that make it an established or familiar visual feature; and
6. Their suitability for preservation or restoration; and

WHEREAS, the HPC has determined that the following are significant exterior architectural features of the **Church** that should be reviewed for appropriateness before construction, alteration, demolition, or removal:

1. Mass and form of the brick shell auditorium and steeple as well as the roof form; and
2. Stained glass windows; and
3. Sawtooth tapestry brick panels; and
4. Limestone window surrounds; and
5. Stepped limestone parapet caps with internal guttering; and
6. Red brick masonry with natural mortar color; and
7. Limestone pinnacles in Art Deco style and limestone paneling throughout; and
8. Patinaed copper and glass steeple cap with copper-clad cross; and

9. Stepped buttress massing; and
10. Cast bronze doors; and
11. Unique copper-green glazed clay tile roof; and

WHEREAS, the HPC has determined that the following are significant exterior architectural features of the **Rectory** that should be reviewed for appropriateness before construction, alteration, demolition, or removal:

1. Mass and form of the rusticated sandstone shell as well as the roof form; and
2. All rock-faced sandstone walls; and
3. Porch skirting; and
4. Roman sprung arch entry and entry parapet; and
5. Window and door headers and sills; and
6. Original wood window sashes and original glass; and
7. Front door and door to breezeway; and
8. Third-story dormer and gable facades, their sandstone trim and pinnacles; and
9. Stainless steel aesthetic of the guttering and banding on the rectory; and
10. Brickwork on the secondary (west) façade; and

WHEREAS, the HPC passed *Historic Preservation Commission Resolution No. 2024-02* recommending that the Bloomington Planning Commission ("Planning Commission") Designate the Church and Rectory as historically significant, and recommending that the Planning Commission recommend, and City Council adopt, a Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay Zoning to the Property at 704 N. Main Street; and

WHEREAS, on March 18, 2024, the owner of the Property filed written protest against the Designation and associated Zoning Map Amendment, pursuant to §44-1706F(3); and

WHEREAS, the Planning Commission, after providing appropriate public notice, and after holding public hearings on May 1, August 7, and September 4, 2024, also determined the Church and Rectory on the Property at 704 N. Main Street meet at least one of the criteria for consideration of Designation in §44-804B(2), and voted to reaffirm the Historic Preservation Commission's action of classifying the Church and Rectory as Local Historic Landmarks; and

WHEREAS, the Planning Commission, after providing appropriate public notice, and after holding public hearings on May 1, August 7, and September 4, 2024, found that the proposed Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay is in the public interest and not solely for the benefit of the applicant, meeting the standards detailed in §44-1706E(2) of the Bloomington City Code, 1960, as amended; and

WHEREAS, the Planning Commission passed *Planning Commission Resolution 2024-02* recommending that the City Council adopt the proposed Zoning Map Amendment to apply the S-4 (Historic Preservation District) Overlay to the Property at 704 N. Main Street, legally described in Exhibit A; and

WHEREAS, passage of this Ordinance shall require the favorable vote of at least 2/3 of the Council Members of the City currently holding office, per §44-1706F(3); and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve said Zoning Map

Amendment.

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

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

SECTION 2. The Council hereby adopts the findings of fact of the HPC and designates the structures known as *Holy Trinity Church* and *Holy Trinity Rectory* on the property at 704 N. Main Street Local Historic Landmarks.

SECTION 3. The Council hereby adopts the findings of fact of the Planning Commission and the Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay to the property at 704 N. Main Street, as legally described in Exhibit A, is hereby approved.

SECTION 3. The City Clerk 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 home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 23rd day of September 2024.

APPROVED this _____ day of September 2024.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

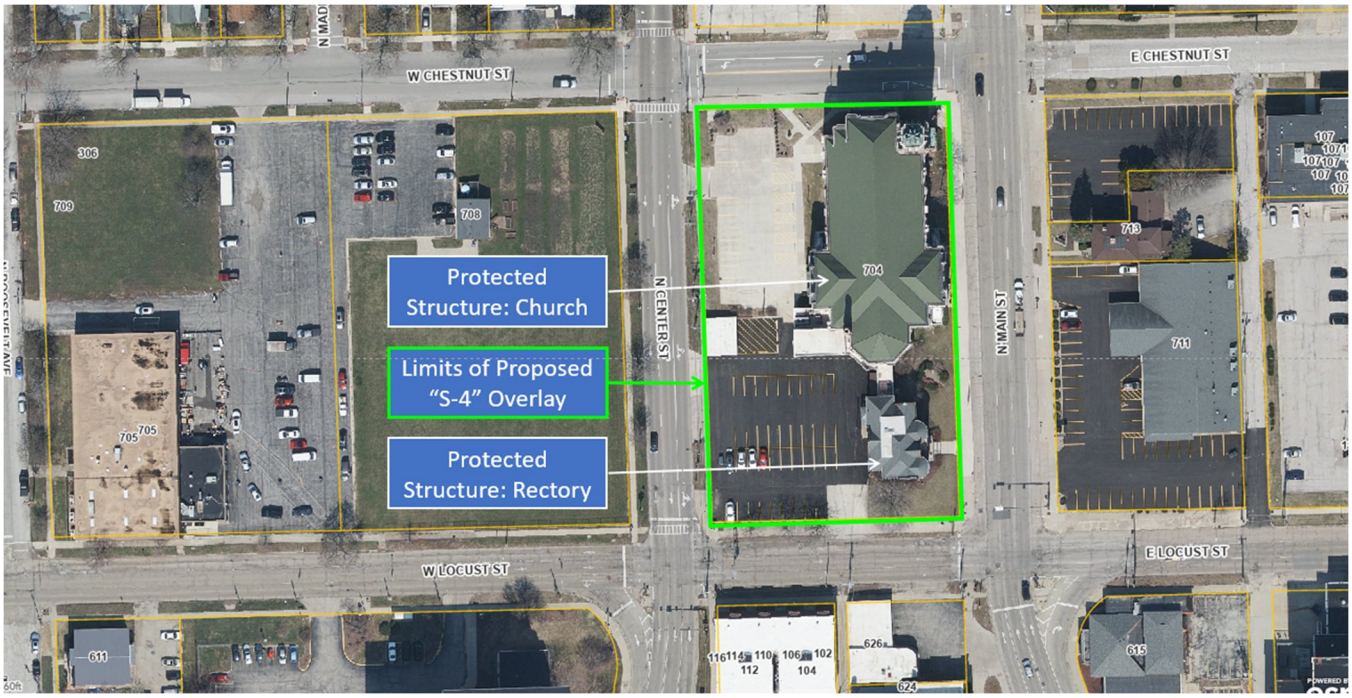
EXHIBIT A
Legal Description

LOT 13 IN BLOCK 12 IN ALLIN GRIDLEYS & PRICKETT'S ADDITION TO THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

ADDRESS: 704 North Main Street, Bloomington, IL 61701

PART OF PIN: 21-04-135-001

LOCATION MAP (For Reference Only)



RESOLUTION NO. 2024 - _____

A RESOLUTION DENYING LOCAL HISTORIC LANDMARK STATUS AND A ZONING MAP AMENDMENT TO ADD THE S-4 (HISTORIC PRESERVATION DISTRICT) OVERLAY, FOR THE PROPERTY AT 704 N. MAIN STREET

WHEREAS, the City of Bloomington ("City") is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, by the Bloomington Historic Preservation Commission ("HPC"), an application requesting that the structures and property at 704 N. Main Street ("Property"), legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, be recognized for historic and cultural significance, and that the S-4 (Historic Preservation District) Overlay be applied to the property; and

WHEREAS, the HPC, after providing appropriate public notice, and after holding a public hearing on March 1, 2024, determined that the structures known as "Holy Trinity Church" ("Church") and "Holy Trinity Rectory" ("Rectory"), at 704 N. Main Street, possess sufficient integrity of location, design, materials, and workmanship to make them worthy of preservation or restoration, and to meet the criteria for Designation as specified in § 44-804B(2) of the Bloomington City Code, 1960, as amended; and

WHEREAS, the HPC passed *Historic Preservation Commission Resolution No. 2024-02* recommending that the Bloomington Planning Commission ("Planning Commission") designate the Church and Rectory as historically significant, and recommending that the Planning Commission recommend, and City Council adopt, a Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay Zoning to the Property at 704 N. Main Street; and

WHEREAS, on March 18, 2024, the owner of the Property filed written protest against the Designation and associated Zoning Map Amendment, pursuant to § 44-1706F(3); and

WHEREAS, the Planning Commission, after providing appropriate public notice, and after holding public hearings on May 1, August 7, and September 4, 2024, also determined the Church and Rectory on the Property at 704 N. Main Street meet at least one of the criteria for consideration of Designation in § 44-804B(2), and voted to reaffirm the HPC's action of classifying the Church and Rectory as Local Historic Landmarks; and

WHEREAS, the Planning Commission, after providing appropriate public notice, and after holding public hearings on May 1, August 7, and September 4, 2024, found that the proposed Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay is in the public interest and not solely for the benefit of the applicant, meeting the standards detailed in § 44-1706E(2) of the Bloomington City Code, 1960, as amended; and

WHEREAS, the Planning Commission passed *Planning Commission Resolution No. 2024-02* recommending that the City Council adopt the proposed Zoning Map Amendment to apply the S-4 (Historic Preservation District) Overlay to the Property at 704 N. Main Street, legally described in Exhibit A; and

WHEREAS, approval of the request would require the favorable vote of at least 2/3 of the Aldermen of the City currently holding office, per § 44-1706F(3); and

WHEREAS, the Council has reviewed the evidence and testimony presented in public hearings before the HPC and the Planning Commission, as evidenced by the minutes, documents, and evidence submitted; and

WHEREAS, for the reasons stated on the record and summarized in the written statement attached to this Resolution as Exhibit B, the Council voted to DENY Local Historic Landmark status and not adopt the proposed Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay Zoning to the Property at 704 N. Main Street.

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

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

SECTION 2. The request to recognize Holy Trinity Church and Holy Trinity Rectory as Local Historic Landmarks, and to approve a Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay to the property at 704 N. Main Street, as legally described in Exhibit A, is hereby denied.

PASSED this 23rd day of September 2024.

APPROVED this __ day of September 2024.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

LOT 13 IN BLOCK 12 IN ALLIN GRIDLEYS & PRICKETT'S ADDITION TO THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

ADDRESS: 704 North Main Street, Bloomington, IL 61701

PART OF PIN: 21-04-135-001

EXHIBIT B
SUMMARY STATEMENT

Summary of Council statements on the record for reasons for denial, if applicable.

Docusign Envelope ID: 6AE4CE63-A6DA-4C56-9B10-426766D3F694

PLANNING COMMISSION RESOLUTION NO. 2024-02

A RESOLUTION DESIGNATING HOLY TRINITY CHURCH AND RECTORY AS LOCAL HISTORIC LANDMARKS AND RECOMMENDING THAT THE S-4 (HISTORIC PRESERVATION DISTRICT) OVERLAY ZONING BE APPLIED TO THE PROPERTY BETWEEN N. CENTER STREET AND N. MAIN STREET, KNOWN AS 704 N. MAIN STREET (PART OF PIN: 21-04-135-001)

WHEREAS, the Holy Trinity Church and Rectory structures on the property at 704 N. Main Street were added to the National Register of Historic Places in October of 1983, based upon the significance of their "Architecture," "Education," and "Social/Humanitarian" characteristics; and

WHEREAS, the modern version of the S-4 (Historic Preservation District) Overlay Zoning had not been established at the time such structures were Nationally designated, but was subsequently created in December of 1983 by Ordinance Number 1983-93; and

WHEREAS, the Church and Rectory buildings still stand due to careful preservation and restoration efforts over the last approximately 100 years; and

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability; and

WHEREAS, on January 18, 2024, the City of Bloomington Historic Preservation Commission voted to nominate the Holy Trinity Catholic Church and Rectory as Local Historic Landmarks and initiate the associated Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay to the property at 704 N. Main Street, legally described in Exhibit "A", attached hereto, and incorporated herein by reference; and

WHEREAS, the Historic Preservation Commission, after holding a public hearing on March 21, 2024, passed *Historic Preservation Commission Resolution 2024-02*, attached hereto as Exhibit "B", and made part of by reference herein, recommending to the Planning Commission that the property at 704 N. Main Street have the S-4 (Historic Preservation District) Overlay zoning added on the City's Official Zoning Map; and

WHEREAS, the Planning Commission, after providing proper notice and holding a public hearing on September 4, 2024, established appropriate findings of fact and determined that the subject property and structures meets the criteria to be classified as Historic Landmarks and that a Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay zoning is in the public interest and not solely for the benefit of the Applicant; and

WHEREAS, based on the findings stated above, the *Historic Preservation Commission Resolution 2024-02*, and the Planning Commission's Nomination Report, attached hereto as Exhibit "C", and incorporated herein by reference, the Planning Commission voted to affirm the Historic Preservation Commission's Designation of the subject structures as Local Historic Landmarks, and to recommend application of the S-4 (Historic Preservation District) Overlay for the property located at 704 N. Main Street; and

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WHEREAS, the Planning Commission has the power to adopt this Resolution and make a recommendation to the Bloomington City Council to approve a Zoning Map Amendment and apply the S-4 (Historic Preservation District) Overlay zoning.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1: The Planning Commission hereby adopts the findings and determinations of the Historic Preservation Commission, as related to the property at 704 N. Main Street, as stated in *Historic Preservation Commission Resolution 2024-02*.

Section 2: The Historic Preservation Commission's action of classifying the Holy Trinity Church and Rectory structures on the property at 704 N. Main Street as Local Historic Landmarks, per § 44-804 of the City Code, is upheld and reaffirmed.

Section 3: The Planning Commission recommends to the Bloomington City Council that the premises located at 704 N. Main Street, legally described in Exhibit "A," have the S-4 (Historic Preservation District) Overlay zoning applied on the City's Official Zoning Map.

PASSED this 4th of September, 2024.

APPROVED this 5th of September, 2024.

PLANNING COMMISSION

Justin Boyd, Commission Chair

ATTEST

Alissa Pemberton

Alissa Pemberton, Staff Liaison

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EXHIBIT A

Legal Description

LOT 13 IN BLOCK 12 IN ALLIN GRIDLEYS & PRICKETT'S ADDITION TO THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

ADDRESS: 704 North Main Street, Bloomington, IL 61701

PART OF PIN: 21-04-135-001

PLANNING COMMISSION RESOLUTION NO. 2024-02

EXHIBIT B

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HISTORIC PRESERVATION COMMISSION RESOLUTION NO. 2024-02

A RESOLUTION DESIGNATING HOLY TRINITY CHURCH AND RECTORY AS LOCAL HISTORIC LANDMARKS AND RECOMMENDING THAT THE S-4 (HISTORIC PRESERVATION DISTRICT) OVERLAY ZONING BE APPLIED TO SUCH

WHEREAS, the Holy Trinity Church and Rectory structures on the property at 704 N. Main Street were added to the National Register of Historic Places in 1983, based upon the significance of "Architecture," "Education," and "Social/Humanitarian" characteristics; and

WHEREAS, the church and rectory buildings still stand and are in excellent condition due to careful preservation and restoration efforts over the last nearly 100 years; and

WHEREAS, on January 18, 2024, the City of Bloomington Historic Preservation Commission voted to initiate a nomination of the Holy Trinity Catholic Church and Rectory as Local Historic Landmarks, and a Zoning Map Amendment to apply the S-4 (Historic Preservation District) Overlay to the property at 704 N. Main Street, legally described in Exhibit "A", attached hereto, and incorporated herein by reference; and

WHEREAS, the Historic Preservation Commission, after providing proper notice and holding a public hearing on March 21, 2024, established findings of fact and determined that the structures on the property meet the criteria to be classified as a Local Historic Landmarks, as outlined in § 44-804B(2), including:

1. Their character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois, or the United States of America (the Nation); and
2. Their embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials; and
3. Their identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the City, County of McLean, State of Illinois, or the Nation; and
4. Their embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant; and
5. Their unique location or singular physical characteristics that make it an established or familiar visual feature; and
6. Their suitability for preservation or restoration; and

WHEREAS, based on the findings stated above and the Nomination Report provided as Exhibit "B", attached hereto, and incorporated herein by reference, the Historic Preservation Commission voted to designate the subject structures as Local Historic Landmarks and to recommend application of the S-4 (Historic Preservation District) overlay for the property located at 704 N. Main Street, between N. Center and N. Main Streets, excluding the portion of the subject PIN that lies west of N. Center Street that was formerly home to Trinity/Central Catholic High School, to the Planning Commission; and

WHEREAS, the Historic Preservation Commission has the power to adopt this Resolution and make a recommendation to the Bloomington Planning Commission.

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NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1: The existing structures—Holy Trinity Church and Rectory—at 704 North Main Street in Bloomington, Illinois, are hereby classified as a Local Historic Landmarks, per § 44-804 of the City Code.

Section 2: The Historic Preservation Commission recommends to the Bloomington Planning Commission that the premises located at 704 North Main Street, legally described in Exhibit "A" and depicted in Exhibit "B", have the S-4 (Historic Preservation District) Overlay zoning applied on the City's Official Zoning Map.

PASSED this 21st of March, 2024.

APPROVED this 22nd of March, 2024.

HISTORIC PRESERVATION COMMISSION

Greg Koos, Commission Chair

ATTEST

Alissa Pemberton, Staff Liaison

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Exhibit A
Legal Description

LOT 13 IN BLOCK 12 IN ALLIN GRIDLEYS & PRICKETT'S ADDITION TO THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

ADDRESS: 704 N. Main Street, Bloomington, IL 61701

PART OF PIN: 21-04-135-001

Docusign Envelope ID: 6AE4CE63-A6DA-4C56-9B10-426766D3F694

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Exhibit B

NOMINATION REPORT FOR LOCAL HISTORIC LANDMARK STATUS FOR HOLY TRINITY CHURCH AND RECTORY AT 704 N. MAIN STREET

Photo Credit: Randy von Liski (myoldpostcards on flickr)

PROPERTY INFORMATION

Subject property:	704 N. Main Street
Existing Zoning:	B-1 (General Commercial) District
Existing Land Use:	Place of Worship
Property Size:	198' x 330' (65,340 square feet)

HISTORIC INFORMATION

Year Built:	1871/1933 (Church), 1896 (Rectory)
Architectural Style:	Modern Gothic/Art Deco (Church), Richardsonian Romanesque (Rectory)
Architect:	George Miller, Arthur Moratz
Historic District:	N/A
Alternate Name:	Holy Trinity Catholic Church and Rectory

BACKGROUND

The statements and findings of the Staff Report presented to the Historic Preservation Commission, related to case BHP-03-24, are accepted and incorporated herein by reference.

SIGNIFICANT EXTERIOR ARCHITECTURAL FEATURES RECOMMENDED FOR FUTURE PROTECTION

The following architectural features of the **church** have been specifically called out as worthy of protection during future reviews for Certificates of Appropriateness:

- Mass and form of the brick shell auditorium and steeple as well as the roof form;
- Stained glass windows;

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- Sawtooth tapestry brick panels;
- Limestone window surrounds;
- Stepped limestone parapet caps with internal guttering;
- Red brick masonry with natural mortar color;
- Limestone pinnacles in Art Deco style and limestone paneling throughout;
- Patinaed copper and glass steeple cap with copper-clad cross;
- Stepped buttress massing;
- Cast bronze doors; and
- Unique copper-green glazed clay tile roof.

The following architectural features of the **rectory** have been specifically called out as worthy of protection during future reviews for Certificates of Appropriateness:

- Mass and form of the rusticated sandstone shell as well as the roof form;
- All rock-faced sandstone walls;
- Porch skirting;
- Roman sprung arch entry and entry parapet;
- Window and door headers and sills;
- Original wood window sashes and original glass;
- Front door and door to breezeway;
- Third story dormer and gable facades, their sandstone trim and pinnacles;
- Stainless steel aesthetic of the guttering and banding on the rectory; and
- Brick work on secondary (west) façade.

LOCATION MAP

Docusign Envelope ID: 6AE4CE63-A6DA-4C56-9B10-426766D3F694

EXHIBIT C

PLANNING COMMISSION REPORT ON LOCAL HISTORIC LANDMARK STATUS AND THE APPROPRIATE APPLICATION OF THE S-4 (HISTORIC PRESERVATION DISTRICT) OVERLAY ZONING FOR 704 N. MAIN STREET

PROPERTY INFORMATION

Subject property:	704 N. Main Street
Existing Zoning:	B-1 (General Commercial) District
Existing Land Use:	Place of Worship

BACKGROUND

The statements and findings of the Staff Report presented to the Planning Commission, related to case Z-04-24, are accepted and incorporated herein by reference.

KEY CONSIDERATIONS OF THE SUBJECT ZONING MAP AMENDMENT:

1. The underlying B-1 (General Commercial) District zoning for the subject property remains appropriate and will not change as a result of the proposed action. The types and intensity of uses permitted on the subject property will not change as a result of the proposed action. This results in no additional risk to surrounding property owners and continues to provide reasonable use of the subject property for the current and future owners.
2. The addition of the S-4 Overlay provides an added level of expectation and consistency for surrounding property owners which may help to stabilize, or even improve, property values in the neighborhood and Historic Downtown. This is a change benefiting the public interest.
3. The City's Comprehensive Plan specifically directs, "Identify, conserve, and preserve the City's heritage resources as a basis for retaining and enhancing strong community character and a sense of place," including the use of "zoning, code enforcements and other regulatory tools to protect the City's historic and cultural resources" (ACH-4; ACH-4.1b). The proposed action supports an identified and codified community value.

FINDINGS OF THE PLANNING COMMISSION:

1. The subject structures meet the criteria to be classified as Local Historic Landmarks, as outlined in § 44-804B(2), including:
    a. Their character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois, or the United States of America (the Nation); and
    b. Their embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials; and
    c. Their identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the City, County of McLean, State of Illinois, or the Nation; and
    d. Their embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant; and
    e. Their unique location or singular physical characteristics that make it an established or familiar visual feature; and
    f. Their suitability for preservation or restoration; and
2. The Zoning Map Amendment is in the public interest and not solely for the benefit of the Applicant.

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LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is $5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State, or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: 6099 Basic ITS Inc.	**Amount:** $ 74,026.81	**Date:** 10/2/2024

Description of item/services:

Purchase, Removal, and Installation of Audio-Visual equipment for all Fire department stations.

Justification:

The Fire Department's current Cisco video conferencing system has been in use for several years and is now outdated, facing frequent performance issues, and lacking the features and reliability expected in a modern communication platform. As video conferencing becomes increasingly critical for operational efficiency, the current system no longer meets the department's needs, particularly for training, inter-departmental collaboration, and day-to-day administrative functions.

The existing Cisco system is nearing the end of its lifecycle, with declining manufacturer support and increased maintenance costs. Technical difficulties and compatibility issues have become common, disrupting meetings and creating inefficiencies.

BasicITS offers the best combination of technical expertise, support, and value for money.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Craig McBeath 10/2/2024 | 3:25 PM CDT

(Name & Signature of Department Director or Designee ***Approving***) **Date**

SECTION C –TO BE COMPLETED BY THE PROCUREMENT OFFICE:

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

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

Do not concur for the following reason(s):

Click or tap here to enter text.

Carla Murillo Carla Murillo 10/2/2024 | 3:26 PM CDT

(Name & Signature of Purchasing Agent or Designee) Date