

**CITY OF
BLOOMINGTON
COUNCIL MEETING
SEPTEMBER 13, 2021**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

Ward 1 - Jamie Mathy
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - Julie Emig
Ward 5 - Nick Becker
Ward 6 - Vacant
Ward 7 - Mollie Ward
Ward 8 - Jeff Crabill
Ward 9 - Tom Crumpler

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
GOVERNMENT CENTER CHAMBERS, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, SEPTEMBER 13, 2021, 6:00 P.M.

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. Recognition/Appointments
 - A. Proclamation recognizing Welcoming Week September 10-19, 2021, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*
 - B. Recognition of Appointments to Various Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*
6. Public Comment

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person may register at cityblm.org/publiccomment at least 5 minutes before the start of the meeting.
7. Consent Agenda
 - A. Consideration and action to approve the Minutes of the July 26, 2021 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
 - B. Consideration and action to approve Bills and Payroll in the amount of \$8,525,981.30, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
 - C. Consideration and action to approve a Contract with Stewart Spreading, Inc. for lime sludge removal (RFP #2022-08), from September 13, 2021, to April 30, 2023, in the amount of \$73.21 per dry ton of lime sludge, with an option for three one-year renewals, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
 - D. Consideration and action to approve a Contract with Walker Consultants for Parking Planning and Garage Concept Design, in the amount of \$95,280, as requested by the Facilities Department. *(Recommended Motion: The proposed Contract be approved.)*

- E. Consideration and action on a Resolution Authorizing Waiving the Formal Bidding Process and Approving the Agreements with PFM Asset Management and Busey Wealth Management for Investment Advisory Services in the Amount not to Exceed \$70,000, as requested by the Finance Department. *(Recommended Motion: The proposed Resolution and Agreements be approved.)*
- F. Consideration and action on a Resolution to Authorize a Change Order in the Amount of \$110,960 for the Contract Between the City of Bloomington and Williams Associates Architects Ltd. for the Design of the O'Neil Park & Pool Improvements, as requested by the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Resolution be approved.)*
- G. Consideration and action on 1) a Resolution to Authorize a Change Order in the Amount of \$26,575 for the Contract Between the City of Bloomington and Western Waterproofing, Inc. for Repairs to the Police Parking Garage, and 2) a Resolution to Authorize a Change Order in the Amount of \$2,190 for the Contract Between the City of Bloomington and Shive-Hattery, Inc. for Design of Repairs to the Police Parking Garage, as requested by the Facilities Department and the Police Department. *(Recommended Motion: The proposed Resolutions be approved.)*
- H. Consideration and action on a Resolution to Adopt Standards for Determining Affordable Rents, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*
- I. Consideration and action on 1) a Resolution Approving Acceptance of the Illinois Housing Development Authority's (IHDA) Single Family Rehab Program funding increase in the Amount of \$100,000, 2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022 in the Amount of \$100,000, and 3) the approval of the Program Funding Agreement and Affidavit, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution, Ordinance, Funding Agreement and Affidavit be approved.)*
- J. Consideration and action to postpone consideration of 1) an Ordinance Approving the Vacation of an Alley between Lot 8 of McDowell Subdivision and Lot 4 of J B Stevenson Subdivision, and 2) an Ordinance Amending the City Policy on Street & Alley Vacations, as requested by the Public Works Department. *(Recommended Motion: Consideration of the proposed Ordinances be postponed until September 27, 2021.)*
- K. Consideration and action on an Ordinance Amending Chapter 25 of the City Code Regarding Utility Penalties & Shutoffs, as requested by the Finance Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- L. Consideration and action on an Ordinance Approving a Special Use Permit for Food & Kindred Industries in the M-1 (Restricted Manufacturing) District for the Property Located at 2501 Beich Road, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- M. Consideration and action on an Ordinance Amending Bloomington City Code Chapter 1 Regarding Administrative Adjudication, as requested by the Legal

Department and the Economic & Community Development Department.
(*Recommended Motion: The proposed Ordinance be approved.*)

- N. Consideration and action on an Ordinance Approving the Final Plat of the Second Addition to Harvest Pointe Subdivision, as requested by the Public Works Department. (*Recommended Motion: The proposed Ordinance be approved, subject to the petitioner providing the required sureties.*)

8. Public Hearing

- A. Public Hearing for the 2020 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER), as requested by the Economic & Community Development Department. (*Recommended Motion: None; presentation and public comment only.*) (*Presentation by Melissa Hon, Director of Economic & Community Development, 3 minutes; and City Council discussion, 3 minutes.*)

9. Regular Agenda

- A. Presentation and discussion of priorities and recommendations for associated projects related to City infrastructure and recent storm events, as requested by the Public Works Department and the Administration Department. (*Recommended Motion: None; presentation and discussion only.*) (*Presentation by Tim Gleason, City Manager; Kevin Kothe, P.E., Director of Public Works, 25 minutes; and City Council discussion, 30 minutes.*)

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session - Cite Section

- A. Personnel - Section 2(c)(1) of 5 ILCS 120 (20 min)

14. Return to Open Session and Adjourn



RECOGNITION/APPOINTMENTS ITEM NO. 5.A

FOR COUNCIL: September 13, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing Welcoming Week September 10-19, 2021, as requested by the Administration Department.

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

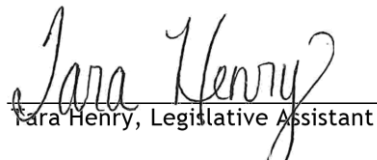
Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:


Billy Iyus, Deputy City Manager

9/8/2021


Tara Henry, Legislative Assistant

9/8/2021

Attachments:

- ADM 1B Welcoming Week Proclamation

PROCLAMATION
Celebrating
Welcoming Week
September 10 - 19, 2021

WHEREAS, our community's success depends on making sure that all residents and visitors feel welcome here. Today, new residents are a vital part of our community — bringing fresh perspectives and new ideas, starting businesses, and contributing to the vibrant diversity that we all value; and

WHEREAS, this week, we honor the spirit of unity that is bringing neighbors together across the nation. During Welcoming Week, I invite all residents of Bloomington, Illinois to join this movement of communities nationwide by renewing our commitment to our core American values and by taking action in the spirit of welcoming. By working together, we can achieve greater prosperity and make our community the kind of place where diverse people from around the world feel valued and want to put down roots; and

WHEREAS, regardless of where we are born or what we look like, we are united in our efforts to build a stronger community. By recognizing the contributions that we all make to create a vibrant culture and a growing economy, we make our community more prosperous and more inclusive to all who call it home; and

WHEREAS, let us come together to build communities where every resident has the opportunity to contribute at his or her best. Let us come together to create more prosperous communities and to reaffirm that our nation still stands as a beacon of freedom and opportunity; and

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of Bloomington, Illinois, do hereby proclaim September 10-19, 2021, to be Welcoming Week and call upon each of us to join together to build a more cohesive community.

Mboka Mwilambwe
Mboka Mwilambwe
Mayor

Leslie Vocum
Leslie Vocum
City Clerk





RECOGNITION/APPOINTMENTS ITEM NO. 5.B

FOR COUNCIL: September 13, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Appointments to Various Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The included are Mayoral appointments to external Boards and Commissions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council information.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read "Billy Ryus".

Billy Ryus, Deputy City Manager

9/8/2021

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

Tara Henry, Legislative Assistant

9/8/2021

Attachments:

- ADM 2B Recognition of Mayoral Appointments



Appointment

Council Member Donna Boelen:
McLean County Behavioral Health Coordinating
Council



Appointment

Council Member Jamie Mathy:
Bloomington-Normal Area Convention & Visitors Bureau

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: September 13, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the July 26, 2021 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:

A handwritten signature in cursive script that reads "Tara Henry".

Tara Henry, Legislative Assistant

9/9/2021

Attachments:

- CLK 1B DRAFT 07-26-2021 City Council Minutes



MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, JULY 26, 2021, 6:00 P.M.

The City Council convened in regular session in the Government Center Chambers at 6:30 p.m., Monday, July 26, 2021. The meeting was called to order by Mayor Mboka Mwilambwe.

Roll Call

Attendee Name	Title	Status	Arrived
Mboka Mwilambwe	Mayor	Present	
Jamie Mathy	Council Member, Ward 1	Absent	
Donna Boelen	Council Member, Ward 2	Present	
Sheila Montney	Council Member, Ward 3	Present	
Julie Emig	Council Member, Ward 4	Present	
Nick Becker	Council Member, Ward 5	Present	
Jennifer Jazmin Carrillo	Council Member, Ward 6	Remote	6:03 PM
Mollie Ward	Council Member, Ward 7	Present	
Jeff Crabill	Council Member, Ward 8	Present	
Tom Crumpler	Council Member, Ward 9	Present	

Motion to allow Council Member Carrillo to attend the meeting virtually.

Mayor Mwilambwe stated that Council Member Carrillo would attempt to remotely connect to the meeting. Leslie Yocum, City Clerk, added that she was unable to attend in-person due to personal illness, an allowable reason to attend remotely under the City Code.

Council Member Crabill made a motion, seconded by Council Member Emig, to allow Council Member Carrillo to attend the meeting virtually.

Mayor Mwilambwe directed the Clerk to call the roll, which resulted in the following:

AYES: Boelen, Montney, Emig, Becker, Ward, Crabill, Crumpler

Motion carried.

Council Member Carrillo joined the meeting at 6:03 p.m. via speaker phone.

Recognition/Appointments

A. Proclamation recognizing National Farmers' Market Week August 1-7, 2021

Mayor Mwilambwe read the Proclamation for National Farmers' Market Week aloud. Downtown Development Specialists, Catherine Dunlap and Samantha Mlot, with the Economic and Community Development Department accepted the Proclamation.

Public Comment

Mayor Mwilambwe read a statement of procedure for public comment and then opened the meeting for public comment where the following individuals spoke in-person: (1) Matthew Toczko; (2) Tate Skinner; (3) Gary Donohue; and (4) Wilma Steege. Jenee Clark and E. Banyai emailed public comment.

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 Emig, that the Consent Agenda, including all items listed below, be approved as presented with the exception of Items 7.D., 7.E., and 7.H.

Mayor Mwilambwe directed the Clerk to call the roll, which resulted in the following:

AYES: Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion carried.

Item 7.A. Consideration and action to approve Bills and Payroll in the amount of \$7,443,350.93, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.B. Consideration and action to approve the Purchase of a 2022 Ford F-550 4WD, Horton Model 623 (173") Type I All-Aluminum Modular Ambulance from Foster Coach, Sterling, IL, through the Suburban - Northwest Municipal Conference (NWMC) Joint Purchasing Cooperative, in the amount of \$284,444.00, as requested by the Fire Department. (Recommended Motion: The proposed Purchase and Pre-payment Plan be approved.)

Item 7.C. Consideration and action on a Resolution Waiving the Formal Bidding Process and Approving the Sentinel Technologies Inc. Cisco Flex Calling Enterprise Agreement for Three (3) Years in the amount of \$117,266.71, as requested by the Information Technology Department. (Recommended Motion: The proposed Resolution be approved.)

Item 7.D. was removed from the Consent Agenda by Council Member Crabill.

Item 7.E. was removed from the Consent Agenda by Council Member Crabill.

Item 7.F. Consideration and action on an Ordinance Approving the Final Plat of The Grove on Kickapoo Creek Eighth Addition, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved, subject to the petitioner providing the required sureties.)

Item 7.G. Consideration and action on an Ordinance Recognizing the Completion of the Market Square Redevelopment and the Termination of the 1987 and 1988 Redevelopment Agreements with Market Square, Inc., as requested by the Legal Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.H. was removed from the Consent Agenda by Council Member Boelen.

Item 7.I. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lot 3 in Block 0 in Peoria Pointe, from the Pamela Williamson and Kenneth Hughes, to the petitioners, Marcus A. Crebo and Kimberly J. Whitesell, as requested by the Public Works Department. (Recommended Motion: The proposed Lot Transfer and Supplemental Agreement be approved.)

Items Removed from the Consent Agenda

The following item was removed from the Consent Agenda by Council Member Boelen:

Item 7.H. Consideration and action on an Ordinance Approving a Site Plan for New Construction of a Restaurant in the B-1 (General Commercial) District, for Property Located at 1901 W. Market Street, as requested by the Economic & Community Development Department.

Council Member Boelen made a motion, seconded by Council Member Montney, to approve as presented with the exception of the additional parking spaces over and above the maximum.

Council Member Boelen expressed concern with the increased number of parking spots in an impermeable area in light of the recent flooding and the potential negative impact it may have on the City's storm structure.

Council Member Crabill asked if staff had looked into such flooding causing negative impacts on the storm sewer systems. Council Member Boelen could not speak to staff work, but added that removing green space would create additional run off water. She then spoke about retention basins and continued discussion with Council Members Crabill.

Council Member Emig agreed with Council Member Boelen and expressed that the additional spaces were not necessary.

City Manager, Tim Gleason, asked Melissa Hon, Economic & Community Development ("ECD") Director, if the additional spaces were a developer's request or a condition of development. Ms. Hon explained that the development required a retention basin based on the number of parking spaces. She noted that the additional spaces were a request by the developer.

Council Member Ward stated the current parking lot was in poor condition and asked if the request was denied, would the development continue. Ms. Hon stated that she would have to consult the developer. Council Member Ward and Ms. Hon then discussed the impact the additional parking spaces would have on the neighborhood such as potential flooding and appropriate retention basins.

Council Member Boelen asked whether the developer would move forward without the spots and for additional insight into the request. Ms. Hon consulted with Kimberly Smith, Assistant ECD Director. Mrs. Smith explained the Planning Commission's determination and noted a significant source of income being to-go sales requiring parking with quick turnover.

Council Member Emig suggested the item be tabled until definitive answers could be provided by the developer.

Abby Ehrler, Project Manager with Klover Architects involved in the project, addressed Council. She confirmed that the proposed layout was less impervious, pointing out the north end of the property allowed water runoff. She stated that she had received

appropriate approvals from the City's Public Works Department and the Bloomington Normal Water Reclamation District noting that a nearby creek bed also provided additional water runoff support. She confirmed capacity and stressed the additional parking was necessary due to being located near a highway. She pointed out that restaurants near highways often see high truck, trailer, bus, and RV traffic requiring the use of multiple parking spaces.

Council Member Becker summed up the discussions and expressed support in the development as requested by the developer.

Council Member Crabill supported the same.

Council Member Boelen and Ms. Ehrler discussed the development continuing without the additional spaces.

Procedural discussions were had.

Council Member Boelen withdrew her original motion and Council Member Montney agreed to the withdraw.

Council Member Becker made a motion, seconded by Council Member Ward, that the proposed Ordinance be approved as presented.

Mayor Mwilambwe directed the Clerk to call the roll, which resulted in the following:

AYES: Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Crabill:

Item 7.D. Consideration and action on 1) a Resolution Approving Acceptance of the Illinois Housing Development Authority's (IHDA) Abandoned Property Program in the Amount of \$70,000, 2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022 in the Amount of \$70,000, and 3) the approval of the Program Funding Agreement, as requested by the Economic & Community Development Department.

Council Member Crabill asked the number of abandoned homes that could be sold or renovated with the \$70,000 funding. Melissa Hon, Economic & Community Development ("ECD") Director, reported that the amount would aid about 35 properties. Council Member Crabill and Ms. Hon then discussed abandoned or vacant properties in Bloomington, as well as land trust opportunities to aid with affordable housing issues. Council Member Crabill expressed interest in a future Council discussion exploring potential land trust.

Council Member Crabill made a motion, seconded by Council Member Montney, that the proposed Resolution, Ordinance, and Agreement be approved.

Mayor Mwilambwe directed the Clerk to call the roll, which resulted in the following:

AYES: Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Crabill:

Item 7.E. Consideration and action 1) on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022, as it relates to the Zoo Anteatery, Bush

Dog & Tortoise Exhibit budget, AKA the South American Exhibit, in the amount of \$1,000,000; and 2) to approve the Contract with Farnsworth Group in the amount of \$33,700 for the construction oversight services for the South American Exhibit at the Miller Park Zoo, as requested by the Parks, Recreation and Cultural Arts Department.

Council Member Crabill confirmed with City Manager Tim Gleason that no City funds would be used for the project. City Manager Gleason confirmed.

Council Member Crabill made a motion, seconded by Council Member Becker, that the proposed Ordinance and Contract be approved.

Mayor Mwilambwe directed the Clerk to call the roll, which resulted in the following:

AYES: Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion carried.

Regular Agenda

The following item was presented:

Item 8.A. Consideration and action on an Ordinance Amending Ordinance 2014-111 Regarding the Designation and Operation Criteria in the Bloomington Normal Enterprise Zone and Authorizing the Approval of an Intergovernmental Agreement Regarding the Zone, as requested by the Economic & Community Development Department.

City Manager Gleason reminded Council of the presentation previously given by Patrick Hoban, CEO (Chief Executive Officer) of the Bloomington-Normal Economic Development Council. He stated that Mr. Hoban had also met with the newly seated Council Members to provide them with the same information. He provided additional background noting the Intergovernmental Agreement amending the Enterprise Zone ("IGA") would be an additional incentive to encourage development. He then asked Mr. Hoban to address Council.

Mr. Hoban provided a brief overview of the current, lengthy process, and then explained the benefits of having a single standardized incentive. The largest benefit being reduced processing time. He moved on to provide information on the property tax abatement ("abatement") incentives of the IGA; the reverse graduated scale at which the incentive would be awarded; and then listed the multiple qualifications required for businesses to receive increased abatement percentages. Mr. Hoban explained that an Enterprise Zone Advisory ("EZA") Board would be established to review applications and ensure compliance with the rules of the proposed IGA. He pointed out the entire process had been condensed to two weeks and stressed it will attract more development.

Council Member Boelen expressed appreciation for the standardization of incentives and asked if the abatement would replace the sales tax break on construction materials. Mr. Hoban explained that the local abatement would be in addition to the State of Illinois program for sales tax breaks on construction materials. They then discussed the property tax levied by Bloomington and how the IGA affected Bloomington. Mr. Hoban noted that other municipalities within the Enterprise Zone could also participate. Council Member Boelen expressed her support.

Council Member Ward expressed appreciation for leveling the playing field for big and

small businesses. She asked for specifics in the proposed IGA assuring local trades and contractors had priority on the tax incentives for new construction and rehabilitation. She read a statement stressing the importance of developers using local trades and contractors maintaining locally sourced employees. Mr. Hoban stated that Section J of the IGA addressed local requirements and then read the definition of “local labor” as defined in the Section noting local labor must be hired within McLean and Ford Counties. They then discussed the annual audit process Mr. Hoban completes to ensure developer compliance, as well as the EZA Board.

City Manager Gleason stated that Mr. Hoban prioritizes his relationship and involvement with the local labor unions.

Council Member Emig asked for additional information on Section I.2. in the Ordinance permitting non-local labor to be used. Mr. Hoban provided an example where a national retailer may use a specific labor crew for nationwide projects. They further discussed exemptions allowing developers to use non-local labor for specific specialized labor or technical skills if local talent was unavailable.

Council Member Crumpler noted the exemptions listed in the Ordinance and asked if residential, specifically low-income housing, was exempt from the IGA’s incentives. Mr. Hoban stated the IGA incentives targeted commercial businesses. Council Member Crumpler asked if the annual audit could become bi-annual. Mr. Hoban stated it was a possibility.

Council Member Boelen made a motion, seconded by Council Member Crumpler, that the proposed Ordinance be approved.

Mayor Mwilambwe directed the Clerk to call the roll, which resulted in the following:

AYES: Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion carried.

The following item was presented:

Item 8.B. Presentation of information regarding planned infrastructure projects and other initiatives related to the recent storm discussion, as requested by the Administration Department.

City Manager Gleason stated that the presentation was part of the storm response series. He explained that at the next Council meeting further details on project progress will be presented. He then discussed funds pledged to each of the following Infrastructure Capital Projects over the next five years: (1) Asphalt - Concrete enterprise fund, which funded local street/sidewalk projects; (2) State Motor Fuel tax enterprise fund, which funded State street projects; (3) Water enterprise fund, which allowed the City to maintain the 20-Year Water Master Plan projects; (4) Sewer enterprise fund, which funded sewer projects; and (5) Storm Water enterprise fund, which funded storm water projects, many already in que for completion. He noted that capital projects totaled almost \$154 million over the next five years and went on to discuss other major investments including the \$11.7 million O’Neil Pool remodel and the \$20 million Bloomington Public Library expansion. He ended by listing the funding sources for each capital project categories.

Council Member Becker asked for staff to include an annual breakdown of what was included per project.

Council Member Crabill asked if the numbers presented included funding for the Locust-Colton project. City Manager Gleason confirmed. Council Member Crabill then asked for staff to provide the total amount in reserves of each enterprise fund. Council Member Crabill and City Manager Gleason then discussed the timeline of sewer projects or combined sewer overflow (“CSO”) projects and any necessities requiring approval by the Illinois Environmental Protection Agency (“IEPA”)

Council Member Montney asked about total lead time before submission to the IEPA. City Manager Gleason stated that preparation took months to years of staff time. They then discussed concerns of declining local motor fuel tax funds. Council Member Montney asked that staff provide data on street ratings of fair or below.

Council Member Ward expressed concern with siloed projects duplicating efforts.

Council Member Boelen asked for the total number of miles of sewer and roadways that the City was responsible for. City Manager Gleason stated he would get an answer to Council.

Council Member Emig complimented projected number of projects over the next five years. City Manager Gleason confirmed the City’s commitment and priority on infrastructure.

Council Member Crumpler asked if projects had the potential to be expedited. Mr. Gleason confirmed and stated options would be presented at the next meeting.

Council Member Montney suggested delineated data of each fund balance that specified standard maintenance, current projects, and projected projects. Mr. Gleason stated that data could be included in the upcoming presentation.

Council Member Ward asked if PMA, the City’s Insurance Administrator, had begun site visits with residents who had submitted claims. Mr. Gleason stated that PMA had started initial contact with residents, but was uncertain if site visits were part of the initial process. Council Member Ward then discussed the timeline of paying of claims. City Manager Gleason believed that the majority of claims would be denied as the City’s systems were not at fault and the rain event would be considered an act of God. Council Member Ward expressed her belief that the rain event was a sign of global warming and stressed the importance of sustainability.

Council Member Crabill asked if there was an appeal process in place for denied claims. Mr. Gleason stated that he would provide additional information in the near future.

Finance Director’s Report

City Manager Gleason stated that while the City was negatively impacted by COVID-19, it continued to trend positively compared to other communities.

Scott Rathbun, Finance Director, addressed Council and reminded Council and the public that each Fiscal Year Budget Book had a detailed list of capital projects. Council Member Becker thanked Mr. Rathbun and noted he sought a condensed version that was convenient for quick reference.

Mr. Rathbun presented the Fiscal Year 2021 (“FY21”) financial summary. He discussed major tax revenues through April 30, 2021, highlighting key factors and increases in revenue; noted that the net general fund is comprised of Local Motor Fuel Tax and 10% of Home Rule Tax revenues, and that it supported the Asphalt and Concrete fund supplemented by the

Local CURE grant in the amount of \$1.4 million. He then presented FY21 general fund revenue and expenditures by category and provided updates on significant changes. Mr. Rathbun stated that the Finance Department recommended the City purchase capital equipment in cash to reduce the amount of financed equipment leases, which would result in significant savings. He then presented general fund highlights of FY21 including a summary of variances to the budget and positive impacts and concluded with an overview of year-to-date general fund tax revenues by category.

City Manager's Discussion

City Manager Tim Gleason discussed and shared photos of the City's Mentorship Program in partnership with the Jule Foundation and the local chapter of the NAACP (National Association for the Advancement of Colored People). He highlighted recent and upcoming Saturdays on the Square concerts, as well as many other upcoming Downtown events. City Manager Gleason moved on to provide an update on recent storm events and explained the process for declaring the rain event as a local disaster. He reported that it was unlikely the City would receive aid from Illinois Emergency Management Agency ("IEMA") as the total damage was still in question as to whether it met the threshold for financial aid. He stated, however, that the area had already met a lower threshold, which permitted the McLean County Chairman to organize the Multi-Agency Resource Center ("MARC") and that the County had received approval for an increase in the Small Business Loan ("SBA") Program. He provided additional details of the SBA program.

Mayor's Discussion

Mayor Mwilambwe provided an update on the Ward 6 vacancy process. He then noted that staff had requested additional time to prepare options for the Council Initiative on a Code of Conduct for Council. He complimented the recent Habitat for Humanity groundbreaking ceremonies that he had attended and ended by expressing his appreciation for all those involved in the Saturdays on the Square concerts.

Council Member's Discussion

Council Member Boelen congratulated City Manager Gleason on his employment anniversary.

Council Member Crabill reported that the Coordinator of the American Baptist Disaster Relief program had offered to assist anyone in flood damage clean up. He then highlighted that the day marked the 31st anniversary of the Americans with Disabilities Act passing.

Council Member Carrillo expressed interest in Ward 6 vacancy progress. She then stated that her move was bittersweet as it was beneficial for her family, but was saddened that she had to give up her seat on Council due to moving outside of Ward 6 boundaries. She encouraged staff to petition the State to amend the regulations on Wards.

Executive Session

No executive session was had.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Emig, that the meeting be adjourned.

Mayor Mwilambwe directed the Clerk to call the roll, which resulted in the following:

AYES: Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion carried (viva voce).

The meeting adjourned at 8:00 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

DRAFT



CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: September 13, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$8,525,981.30, 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 \$8,525,981.30 (Payroll total \$2,626,134.31, Accounts Payable total \$5,035,509.39, and Bank Transfers total \$864,337.60).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:


F. Scott Rathbun, Finance Director

9/8/2021


Tara Henry, Legislative Assistant & Records Manager

9/8/2021

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
8/27/2021	\$ 2,059,055.63	\$ 567,078.68	\$ 2,626,134.31

Off Cycle Adjustments

PAYROLL TOTAL	\$ 2,626,134.31
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
9/13/2021	AP General	\$ 4,540,630.00
	AP JMScott	
9/13/2021	AP Comm Devel	\$ 44,181.67
9/13/2021	AP IHDA	\$ 3,653.00
9/13/2021	AP Library	\$ 71,924.24
	AP MFT	
8/26/2021-9/8/2021	Out of Cycle	\$ 375,120.48
7/14/2021-9/1/2021	AP Bank Transfers	\$ 864,337.60
	AP TOTAL	\$ 5,899,846.99

PCARDS

Date Range

PCARD TOTAL	\$ -
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GRAND TOTAL	\$ 8,525,981.30
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: September 13, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Stewart Spreading, Inc. for lime sludge removal (RFP #2022-08), from September 13, 2021, to April 30, 2023, in the amount of \$73.21 per dry ton of lime sludge, with an option for three one-year renewals, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2b. Quality water for the long term
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending the approval of a contract with Stewart Spreading, Inc. for lime sludge removal, in the amount of \$73.21 per dry ton of lime sludge.

The initial contract term is from September 13, 2021, to April 30, 2023, and includes three annual contract renewal options, upon mutual agreement between the City and Stewart Spreading, based on satisfactory performance as determined by the Public Works Director. The contractor will remove a minimum of 30,000 dry tons in the initial term and a minimum of 15,000 dry tons in each subsequent contract term.

A Request for Proposal, RFP #2022-08 for Lime Sludge Removal, was released on July 19, 2021. The vendors shown in the following table submitted proposals. There were no proposals from local firms.

<i>Company</i>	<i>Location</i>
<i>Stewart Spreading, Inc.</i>	Sheridan, Illinois
<i>J. Oros Environmental, Inc.</i>	Carlinville, Illinois

The evaluation team reviewed the proposals based on the following criteria:

- 🏆 Unit Price per Dry-Ton
- 🏆 Responsiveness
- 🏆 Qualifications and Experience of Firm
- 🏆 Equipment
- 🏆 Project Approach and Timeline

City staff reviewed and evaluated the submittals in accordance with the Proposal-Based Selection procedures. Staff recommends Stewart Spreading as a qualified firm to perform the requested services. Stewart Spreading provided a proposal for performing the lime sludge removal with land application at a cost of \$73.21 per dry ton from September 13, 2021, to April 30, 2023. The below prices would apply if the City renews the contract:

<i>Term</i>	<i>Price Per Dry Ton</i>
<i>May 1, 2023 - April 30, 2024</i>	\$77.37
<i>May 1, 2024 - April 30, 2025</i>	\$81.74
<i>May 1, 2026 - April 30, 2026</i>	\$86.33

Stewart Spreading provided a proposed price per ton over the four (4) terms that averages approximately \$14 per dry ton less than the other respondent. In addition, Stewart Spreading was selected as a result of the type of equipment and personnel that will be utilized for lime sludge removal. Due to the limited time between harvest and the ground freezing, the timeline of the project is critical to remove the minimum amount of lime sludge required by the RFP. In addition, based on Stewart Spreading's submission and reference checks, staff also found that Stewart Spreading has the necessary experience and qualifications to complete the project.

The City of Bloomington has three sludge lagoons (right), two of which are "full". Lime sludge is a reusable byproduct of the water softening process. This process must take place each year as the water softening process creates about 5,000 dry tons per year. The lime sludge is removed from the sludge lagoon by the contractor and applied to farmland for pH control. The lime residuals have a beneficial use in agriculture. The high calcium lime slurry is applied to farm fields to adjust the soil pH to optimum levels. The water content of the lime makes it expensive to truck to fields, but the material reacts more quickly than powdered limestone. The time window for application is from after the crop is harvested to when the ground is frozen, or snow-covered. Conditions usually become unfavorable toward the end of November, but years vary.



Public Works requested that an average of 15,000 dry tons per fiscal year be removed from the lime sludge lagoons. The average removal amount was set in response to a lime sludge release in 2020 that was self-reported to the Illinois Environmental Protection Agency (IEPA). The City of Bloomington and the IEPA entered into a Compliance Commitment Agreement (CCA) to address the operations of the City's lime storage lagoons. All required actions addressed in the CCA were successfully completed by the City, and the agreement was closed by the IEPA in June of 2021.

In August 2020, Council approved a multi-year contract with Customized Environmental

Solutions, Inc. for lime sludge removal. However, the contract was canceled earlier this year. Therefore, this contract is a priority, because a large amount of lime sludge needs to be removed from the lime storage lagoons.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: RFP #2022-08 was advertised in *The Pantagraph* on July 19, 2021.

FINANCIAL IMPACT: If approved, for FY 2022 a not to exceed in the amount of \$750,000 will be paid out of Water Purification-Landfill Fees account (50100130-70650). Stakeholders can locate this information in the FY 2022 Budget Book titled "Enterprise Funds" on pages 122. For future years of the contract, Public Works will budget for the estimated amounts needed to be removed.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the city to protect public health, safety, and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Kevin Whitehouse, Superintendent of Water Purification

Reviewed by:



Robert D. Yehl, Assistant Director of Public Works

8/31/2021



Chris Tomertin, Budget Manager

9/7/2021



Carla Murillo, Procurement Manager

9/7/2021



Jeffrey R. Jurgens, Corporation Counsel

9/8/2021



Tara Henry, Legislative Assistant & Records Manager

9/8/2021

Attachments:

- PW 1B Contract_Lime Sludge Removal 09132021

CITY OF BLOOMINGTON
CONTRACT WITH
Stewart Spreading Inc.
FOR
Lime sludge removal

THIS AGREEMENT, dated this 13th day of September, 2021, is between the City of Bloomington (hereinafter "CITY") and Stewart Spreading Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
RFP#2022-08 Lime Sludge Removal from Sludge Lagoons (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: The initial term is from 9/13/21 to 4/30/23. A minimum of 30,000 dry tons must be removed from 9/13/21 to 4/30/23.
Subsequent fiscal years will require a minimum of 15,000 dry tons to be removed
each subsequent contract year.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

Stewart Spreading Inc.

By: [Redacted]
Its owner

By: [Redacted]
Its Business Development mgr.



CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: September 13, 2021

SPONSOR: Facilities Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Walker Consultants for Parking Planning and Garage Concept Design, in the amount of \$95,280, as requested by the Facilities Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

BACKGROUND: Council has for some time requested information on the future of the Market Parking Garage, especially in light of consistent and costly repairs as the garage approaches the late stages of its useful life. Although it is assumed that a new garage will replace the facility, changes to the downtown area may have affected the type, size and location of necessary parking facilities. To ensure that parking is appropriately addressed, an evaluation of the downtown parking needs would be beneficial. The evaluation would be followed by preliminary design of replacement facilities for Council and public review if a new facility is deemed necessary. Full design of the selected facility will be completed, as will a bid for construction in future fiscal years.

Walker Consultants will perform an assessment of the existing parking conditions, followed by projections of future need. Consideration will be given to multiple sites in Bloomington's downtown target area, and options suitable to each site will be evaluated. These studies will provide the foundation for determining an appropriate size, type, and location of facility to meet the City's needs. Using the parameters established from the assessment, Walker will offer conceptual parking solutions. To minimize cost, the solutions will not be site-specific but will show generic options which include a basic parking facility, an enhanced facility, and an enhanced facility with retail.

A Request for Qualifications, RFQ#2022-02, for this Parking Planning and Garage Conceptual Design was released on May 25, 2021. Two vendors, as shown in the following table, submitted statements of qualifications.

COMPANY	LOCATION
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Walker Consultants	Hoffman Estates, IL
Cordogan Clark	Aurora, IL

City Staff reviewed and evaluated the submittals in accordance with the qualifications-based selection procedures and ranked Walker Consultants as the most qualified firm to perform the requested services. Walker provided the attached proposal to perform the requested Parking Planning and Garage Conceptual Design for a total cost of \$95,280. Walker's original proposed cost was \$140,620, but staff were able to negotiate the lower fee by reducing conceptual design options and recommending efficiencies in the evaluation process. Staff believe the final cost is reasonable for the requested professional services.

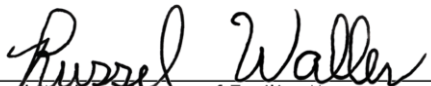
COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An RFQ for these Architectural and Engineering Services was released through the City's ProcureNow portal and advertised in *The Pantagraph* on May 25, 2021.

FINANCIAL IMPACT: If approved, \$95,280 will be spent for the professional services. Funds are available in the Capital Improvement-Architectural & Engineering Services for Capital account (40100100-70051). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 75, 76, 213, 226, 233 and 234.

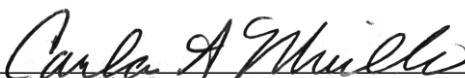
COMMUNITY DEVELOPMENT IMPACT: Multiple downtown business owners, employees and patrons use public parking on the street and in the three garages. Proper planning to provide safe and adequate parking in the appropriate location is essential to the community. Respectfully submitted for Council consideration.

Prepared by: Russel Waller, Director of Facility Management

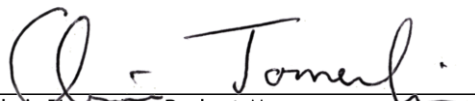
Reviewed by:


Russel Waller, Director of Facility Management

8/27/2021


Carla Murillo, Procurement Manager

8/27/2021


Chris Tomertin, Budget Manager

8/27/2021


Jeffrey R. Jurgens, Corporation Counsel

9/7/2021


Tara Henry, Legislative Assistant & Records Manager

9/9/2021

Attachments:

- FAC 2B Parking Planning & Concept Design_Walker Proposal
- FAC 2C Parking Planning & Concept Design_Walker Contract



2895 Greenspoint Parkway, Suite 600
Hoffman Estates, IL 60169

847.697.2640
walkerconsultants.com

July 15, 2021
August 18, 2021 Revision 1
August 25, 2021 Revision 2

Mr. Russel Waller
Director of Facility Management
City of Bloomington
115 E. Washington St.
Bloomington, IL 61701

*Re: Proposal for Parking Planning Services and Garage Concept Design
Bloomington New Downtown Parking Facility
Bloomington, Illinois*

Dear Mr. Waller:

Thank you for the opportunity to submit this proposal for professional services relative to parking planning and concept design tasks for the proposed Market Street Deck replacement and associated parking planning study. We based this proposal on Bloomington's Request for Statement of Qualifications dated May 25, 2021 and our subsequent conversations.

PROJECT UNDERSTANDING

We understand that the City of Bloomington's Market Street Deck has reached the end of its useful life. This deck is a three-story, 550 stall, ramp access, public parking facility, located at 250 West Market Street, Bloomington Illinois. This Project includes an iterative, multi-phased solution to understand and accommodate the current, impending, and projected parking demand for this facility's replacement, and providing services for such replacement. The findings of each phase will provide direction for subsequent phases, culminating in professional services for design and construction administration of a new facility if warranted.

The initial phase of the Project is assessment of the existing parking conditions, followed by projections of future need. Consideration will be given to multiple sites in Bloomington's downtown target area, and options suitable to each site will be offered. These studies will provide the foundation for determining an appropriate size, type, and location of Project to meet Bloomington's needs. With these parameters established, we will offer conceptual design solutions. With City approval and funding, a solution may be selected to proceed to full professional design and construction administration services.

We assume that any conceptual garage designs will be limited in size to 750 stalls and retail opportunities limited to space at grade.

Walker Consultants (Walker) will be a consultant to the City of Bloomington (City); Walker will be the lead professional responsible for the planning study, concept designs, and client communication for this engagement.

The Walker design team will provide parking planning and concept design professional services. A project manager is included in our fee to lead Walker's Project Team.

The following list of professional services firms will be engaged as sub-consultants to Walker's Project Team:

<i>Design Scope</i>	<i>Sub-consultant</i>
Architecture	RATIO Architects
Construction Cost Estimating	CCS

We have provided a scope of services and lump sum fee proposal for Walker to provide parking planning services. The services to be provided by Walker are outlined in the section entitled "Scope of Services". The professional fees and expenses are described in the section entitled "Professional Fees".

SCOPE OF SERVICES

PARKING PLANNING STUDY

PHASE 1 - ASSESSMENT OF EXISTING CONDITIONS

- A. Meet in person with the City's project team to initiate the project and discuss the project goals, timeline, and deliverables, as well as any other topics of importance. Prior to the kickoff meeting, Walker will submit a written list of data requests and questions, which will be discussed during the meeting.
- B. Review available data from the City including past parking studies, utilization data for the Market Street Deck, parking system financials, operating manuals, and future development information, among other data, if applicable.
- C. Plan and conduct outreach to the current users of the Market Street Deck (monthly parkers), as well as to the businesses in the vicinity of the Deck, to understand their parking needs and how the pandemic may impact their use of downtown parking in the long term. Walker will rely on the City to help identify the appropriate stakeholder groups and to help facilitate contact. It is anticipated that this outreach will be conducted through a combination of email communications, telephone calls, and in-person interviews.
- D. Document the existing on- and off-street parking inventory within the downtown study area. In consultation with the City, the study area has been defined as the area bounded by Olive Street to the south, Gridley Street to the east, Locust Street to the north, and Lee Street to the west. Within this area, identify public and private parking facilities on a block-by-block basis and document the inventory of the parking facilities, existing parking restrictions, facility ownership, and other major characteristics.
- E. Develop and implement a data collection plan to document parking activity within the study area including at the Market Street Deck, in the City's other off-street parking facilities, on-street, and in private, off-street facilities. Conduct counts of parked vehicles in each of the off-street facilities and on-street parking areas at 10 AM, 12 PM, 2 PM, 4 PM, and 6 PM on a Thursday and 2 PM, 4PM, 6PM, and 8PM on a Friday. Gather duration of stay and turnover data on one weekday from 10 AM to 5 PM for all vehicles parked on-street along Main Street and Center Street, from Front Street to Monroe Street.
- F. Analyze the current utilization of parking within downtown and identify any existing parking surpluses or shortfalls on a block-by-block basis. Analyze the on-street duration of stay and turnover data to identify the prevalence of vehicles overstaying posted time limits and document observations of people moving their vehicles throughout the day to avoid time limit restrictions ("shuffling" of vehicles).

- G. Summarize our findings on the existing conditions in downtown in a written memo including text and graphics depicting the current locations and utilization of public and private parking, feedback received from stakeholders, and other pertinent information.
- H. Submit the Phase I memo to the City for review and conduct a conference call to discuss the results.
- I. Update the Phase I memo based on feedback received.

Once Phase 1 is complete and both the City and the Walker team are comfortable with the completeness of the results, we will move on to Phase 2. The information gathered during Phase 1 will be used as the starting point and basis for the Phase 2 analysis.

PHASE 2 - PROJECTION OF FUTURE DEMAND AND ASSESSMENT OF POTENTIAL SOLUTIONS

- A. Project the anticipated future demand for parking throughout downtown on a block-by-block basis using development information gathered in Phase I, as well as assumptions of how quickly currently vacant space in downtown will be leased. For this task, Walker will rely on the City to provide guidance related to the pace of development and infill of currently vacant space in downtown.
- B. Evaluate the adequacy of the existing public parking supply given the projected future demand conditions, including the impacts of demolishing the Market Street Deck.
- C. If future parking deficits are anticipated based on the analysis, identify the blocks within downtown that are likely to be impacted and determine if nearby on- and off-street capacity can accommodate the projected demand.
- D. Evaluate the potential to use shared parking and other parking management techniques to accommodate anticipated future public parking deficits.
- E. If the projected shortfall of public parking is unlikely to be satisfied via parking management strategies, identify and evaluate potential sites for a new parking facility to replace the Market Street Deck. Sites to be evaluated include, at a minimum, the current site of the Market Street Deck and the Douglass Lots.
- F. Determine an appropriate size for the new facility and determine if the development of parking can be paired with other development (e.g. mixed-use, residential, green space, etc.), based on the anticipated future parking demand.
- G. Summarize our findings and recommendations in a written report including heat maps of anticipated parking surpluses and shortfalls, layouts of potential replacement parking facilities, limited facility renderings, planning-level cost estimates, and other pertinent information. Incorporate the Phase I findings into the full report.
- H. Submit the report to the City for review and conduct an in-person meeting to discuss the results and solicit feedback.
- I. Incorporate feedback received, finalize the report, and submit to the City.
- J. Create a summary PowerPoint highlighting the key findings and takeaways from the study to be used in presentations to the City's Administration and City Council.
- K. Conduct two in-person meetings – one with City Administration and one with City Council – to present the findings of the study and answer related questions.

Should the Phase 2 analysis indicate that a future parking shortfall is likely to occur without additional parking supply, the next stage of the project will commence. During this effort, the Walker team will further define and develop potential options for additional parking capacity to replace the Market Street Deck.

PRELIMINARY GARAGE CONCEPT DESIGNS

GARAGE FUNCTIONAL CONCEPT DESIGN

- A. Obtain and review site plan information including topographic surveys, site plans and utility plans, if available.
- B. Review the Bloomington, Illinois building code and zoning ordinance as they relate to off-street parking.
- C. Develop up to three (3) preliminary conceptual design options for one site; the garage options will include a “typical garage”, a garage with an enhanced façade, and a garage with retail at grade. The drawings will be produced in AutoCAD and illustrate:
 - a. Location and number of entrance and exit lanes.
 - b. Internal traffic flow.
 - c. Parking layouts including bay sizes, parking stall size, and accessible parking.
 - d. Parking stall counts.
 - e. Vehicular circulation system, ramp locations, general slopes, transitions and clearance.
 - f. Vehicle turning movements.
 - g. General floor and ramp slopes.
 - h. Opportunities for grade level retail space
- D. Issue preliminary garage concept design plans for up to three (3) garage concepts.

GARAGE ARCHITECTURAL CONCEPT DESIGN

- A. Review garage context and massing on one (1) garage site.
- B. Develop one (1) rendering for a base garage design indicating materiality and context.
- C. Develop bridge images of existing garage character for a garage with an enhanced façade and a garage with retail at grade level.

CONSTRUCTION COST ESTIMATING

CONCEPTUAL CONSTRUCTION COST ESTIMATING

- A. Prepare one (1) conceptual estimate for all trades presented in Unifomat systems format – demolition and construction of a new parking structure.

PROFESSIONAL FEE

We propose to perform the professional services described in the previous section entitled "Scope of Services" for the lump sum fee of Ninety Thousand Two Hundred Eighty Dollars (\$90,280.00) plus reimbursable expenses. We assume a mutually agreeable City of Bloomington professional services agreement will be utilized for this project. The breakdown of the professional fee by task is shown below.

Project Task	Proposed Fee
Parking Planning Study	\$53,500
Preliminary Garage Concept Designs	\$29,600
Construction Cost Estimating	\$7,180
Total	\$90,280

Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. We recommend the City budget \$5,000 for reimbursable expenses.

For reference, a breakdown of fee by professional services firm is as follows:

Professional Service Firm	Fee Breakdown
Walker Consultants	\$68,500
<i>Prime Design, Parking Planning, Garage Concept Design</i>	
RATIO	\$14,600
<i>Garage Architectural Concept Design</i>	
CCS	\$7,180
<i>Construction Cost Estimating</i>	
Total	\$90,280

ADDITIONAL SERVICES

The following are not included in our scope of services and can be provided as an additional service.

1. Development of functional design options over the number stated in the scope of services.
2. Development of renderings over the number stated in the scope of services.
3. Development of garage design past concept phase.
4. In-person meetings over the number stated in the scope of services.



Walker is dedicated to providing our clients with professional services that meet or exceed project requirements. To achieve this goal, we are available to review this proposal with you at your convenience and adapt the scope of work as deemed necessary.

We appreciate the opportunity to be of further service to the City of Bloomington and look forward to working with you on this exciting project.

Sincerely,

WALKER CONSULTANTS



Bradley F. Navarro, P.E.
Managing Principal

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return an executed copy of this agreement for our records.

CITY OF BLOOMINGTON

Accepted by (Signature)	
Printed Name	Tim Gleason
Title	City Manager
Date	

**CITY OF BLOOMINGTON CONTRACT WITH
WALKER CONSULTANTS
FOR PROFESSIONAL SERVICES FOR
PARKING PLANNING SERVICES & GARAGE CONCEPT DESIGN**

THIS AGREEMENT, dated this 13th day of September, 2021, is between the City of Bloomington (hereinafter "CITY") and WALKER CONSULTANTS (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Description of Services. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

- ☐ A flat fee of \$ _____ as set forth in the payment terms attached as Exhibit B.
- ☒ Fees as set forth in the Payment Terms attached as Exhibit B.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 5. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'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 the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. Standard of Care. Services performed by CONTRACTOR under this 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.

Section 7. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability arising out of CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 8. Insurance Requirements. CONTRACTOR shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 13. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing 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 15. Attorney Fees. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

Section 16. 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 17. Term. The term of this Contract shall be:



Until all of the services and/or deliverables required to provided within this Contract are completed.



From one (1) year from the date of execution.



From two (2) years from the date of execution.



Other:_____

The Contract shall also be subject to the following renewal terms, if any:_____

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

Section 18. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

WALKER CONSULTANTS

By: _____

Its City Manager

By:  _____

Its _____

ATTEST:

By: _____

City Clerk

By:  _____

Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Parking Planning Services and Garage Concept Design as indicated in the July 15, 2021 proposal, with August 18, 2021 Revision 1 and August 25, 2021 Revision 2.

EXHIBIT B
PAYMENT TERMS

The fees and estimated expenses as indicated in the Parking Planning Services and Garage Concept Design proposal dated July 15, 2021, with August 18, 2021 Revision 1 and August 25, 2021 Revision 2.

SERVICES	FEES	EST EXPENSES
Parking Planning & Garage Concept Design	\$90,280.00	\$5,000.00
	Total	\$95,280.00



CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: September 13, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing Waiving the Formal Bidding Process and Approving the Agreements with PFM Asset Management and Busey Wealth Management for Investment Advisory Services in the Amount not to Exceed \$70,000, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Resolution and Agreements be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

-Objective 1b. Reserves consistent with city policies

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

BACKGROUND: The City accumulates and holds cash reserves for emergencies/unexpected events and for the efficient execution of capital projects. Base emergency reserve targets for the City, according to generally accepted standards, are calculated to be approximately \$26M across all operating funds (General Fund, Water, Sewer, Storm etc.). Funds accumulated for the execution of capital projects planned for the next 4 years account for another \$25M to \$30M.

The City's investment of funds is guided by an internal policy and regulated by the Illinois Public Funds Investment Act (30 ILCS 235/). The Primary Objectives as outlined in the Investment Policy are:

1. Safety
2. Liquidity
3. Return

Current Cash/Investment Management:

Investment of City funds has historically been managed internally by Finance staff according to the policy. Certain investment instruments allowable by State statute have not been utilized due to complexities in selection and management. Maturity schedules have been evenly distributed to maximize liquidity. Returns have therefore been linked primarily to short term interest rates.

Current Interest Rate Environment:

The COVID 19 Pandemic and its impact on the economy has resulted in Federal Monetary Policy activity that has driven interest rates to near zero. This policy is expected to remain

in force for the next two years. The result has been that the interest earnings of the City have been reduced dramatically. The State of Illinois administers a Local Government Investment Pool - referred to as 'The Illinois Funds'. This fund pays a rate representative of short-term market available rates. The rate as of August 30, 2021 was 0.020%. The rate on August 30, 2019 was 2.163%. That is a drop of 2.143% over the last 2 years. Applied to \$50M, that is an interest income reduction of \$1.1M per year.

With short term rates near zero, it is necessary to look at maximizing the maturity timeline of the City's cash, as well as other allowable instruments - to regain some return. The execution of these strategies will require a certain level of expertise. Many public entities utilize investment advisors to this end. While the City is limited to what are essentially fixed income investments, advisors continually monitor interest rate projections and understand the underlying factors in instruments issued by Federal Agencies etc. Finance staff is limited in its capacity to continually monitor this activity and does not possess the related expertise. It is therefore Staff's recommendation to engage an Investment Advisor.

Advisor Selection, Cost and Expectations:

City staff performed market research due to the unique professional expertise needed for municipal investment advisory services knowing this service would not be easily biddable. City staff reviewed three advisors and received cost proposals from each: PFM Asset Management, Busey Wealth Management, and Commerce Trust Company.

Staff is recommending utilizing two of the advisors in order to further diversify activity and provide a reference for performance. Staff selected the following based on background and cost:

- PFM Asset Management: Firm that specializes in the management of Public Funds
- Busey Wealth Management: Existing banking relationship with the City

The fee for advisory services will be based on assets under management (AUM), which averages approximately .125% between the two. Given current expectations of placing \$50M with the firms, the annual cost will be approximately \$62.5K. Since the fees are approximate, the City will allow for an amount not to exceed \$70,000.

	AUM	Rate	Cost
PFM Asset Mgt	\$ 25,000,000	0.100%	\$ 25,000
Busey Bank	\$ 25,000,000	0.150%	\$ 37,500
Totals/Blended	\$ 50,000,000	0.125%	\$ 62,500

Staff expectations are for the firms to provide an additional 1% in return on the portfolio. If half of that is realized, that will be an additional \$250K in earnings for the City. This will far offset the costs related to the management.

Both agreements may be terminated upon a thirty (30) day notice to the advisors. The Finance Director will perform a regular review of performance for both companies.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

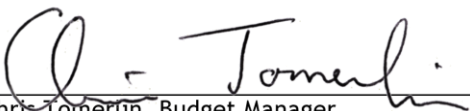
FINANCIAL IMPACT: If approved, advisory fees will be allocated on a proportional basis to all operating Funds that have cash in the pooled bank accounts of the City. Funds excluded will be those which have restricted and separate bank accounts such as the Library, State Motor Fuel Tax Fund, IHDA Fund, JM Scott Fund etc. These expenses will be posted to the Other Professional and Technical account 70220.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:


Chris Tomerlin, Budget Manager

9/1/2021


Jeffrey R. Jurgens, Corporation Counsel

9/8/2021


Tara Henry, Legislative Assistant & Records Manager

9/9/2021

Attachments:

- FIN 2B PFM - COB - Agreement Executed
- FIN 2C PFM - COB - Agreement Rider
- FIN 2D Busey - COB - Agreement Executed
- FIN 2E Busey - COB - Fee Schedule
- FIN 2F Resolution - Bid Waiver Investment Advisors CM 3583

INVESTMENT ADVISORY AGREEMENT

THIS AGREEMENT, entered into as of the 13th day of September, 2021, by and between the CITY OF BLOOMINGTON, an Illinois public agency (hereinafter the "Client"), and PFM ASSET MANAGEMENT LLC, a Delaware limited liability company with an office in Chicago, Illinois (hereinafter the "Advisor").

WITNESSETH

WHEREAS, the Client has funds available for investment purposes (the "Initial Funds") for which it intends to conduct an investment program; and

WHEREAS, the Client desires to avail itself of the experience, sources of information, advice, assistance and facilities available to the Advisor; to have the Advisor undertake certain duties and responsibilities; and to perform certain services as investment advisor on behalf of the Client, as provided herein; and

WHEREAS, the Client desires to have the Advisor perform arbitrage rebate calculation services in connection with the Advisor's management of proceeds of tax-exempt or tax-advantaged bonds (the "Bonds") under this Agreement; provided that, such services shall be provided with respect to a series of the Bonds only if 100% of the proceeds of such series of Bonds is invested as Managed Funds pursuant to this Agreement; such services will not be provided with respect to a series of Bonds if only a portion of the proceeds of such Bonds is invested as Managed Funds pursuant hereto; and

WHEREAS, the Advisor is willing to provide such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto, intending to be legally bound, agreed as follows:

1. SERVICES OF ADVISOR.

The Client hereby engages the Advisor to serve as investment advisor under the terms of this Agreement with respect to the Initial Funds and such other funds as the Client may from time to time assign by written notice to the Advisor (collectively the "Managed Funds"), and the Advisor accepts such engagement. In connection therewith, the Advisor will provide investment research and supervision of the Managed Funds investments and conduct a continuous program of investment, evaluation and, when appropriate, sale and reinvestment of the Managed Funds assets. The Advisor shall continuously monitor investment opportunities and evaluate investments of the Managed Funds. The Advisor shall furnish the Client with statistical information and reports with respect to investments of the Managed Funds. The Advisor shall place all orders for the purchase, sale, loan or exchange of portfolio securities for the Client's account with brokers or dealers recommended by the Advisor and/or the Client, and to that end the Advisor is authorized as agent of the Client to give instructions to U.S. Bank National Association, as the custodian designated by the Client (the "Custodian") as to deliveries of securities and payments of cash for the account of the Client. In connection with the selection of such brokers and dealers and the placing of such orders, the Advisor is directed to seek for the Client the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the Advisor by such brokers and dealers.

Upon request, the Advisor will provide non-discretionary investment advisory services to the Client and will assist the Client in directly purchasing non-negotiable Certificates of Deposit ("CDs"), which are intended to be fully insured by the Federal Deposit Insurance Corporation ("FDIC"), for the Client's account directly from the issuers of such CDs or through such brokers as the Advisor selects. At the request of the Client, the Advisor will timely advise the Client of CDs available to satisfy the Client's requirements. The Advisor and the Client agree that all CDs acquired by the Client hereunder shall be approved in advance of purchase by an authorized representative of the Client. Each CD will be issued by the financial institution in book-entry form and the book-entry registration shall be maintained by the financial institution. A safekeeping receipt or copy of the CD will be provided by the financial institution and will be retained by the Advisor as evidence of the deposit. Purchases of such CDs shall be conditioned upon the Client establishing and opening an account with a local government investment pool or registered investment company for which the Advisor serves as investment advisor and transfer agent (either, a "Pool"). The Client's purchase of CDs will be funded from the designated account of the Client in the Pool (the "Pool Account"). The Client authorizes the Advisor, in its capacity as transfer agent of the Pool, to redeem shares in the Pool Account, and the Client authorizes the Pool's custodian

to wire cash from the Pool Account to financial institutions that will issue CDs being purchased by the Client. All principal and interest from a matured CD will be credited to the Pool Account promptly upon receipt. The Advisor shall not take possession of cash or securities in the Pool Account and shall have no responsibility in connection therewith. The Client acknowledges financial institutions from which CDs are purchased may be small in size and may not be rated by national credit rating organizations. The CDs will not be collateralized. Hence there will be reliance on federal deposit insurance and it is crucial that the Client's CDs be fully covered by FDIC insurance. The Client understands that (i) the CDs in amounts above applicable FDIC insurance limits are not insured, (ii) substantially all of the credit research performed by the Advisor will relate to the eligibility/applicability of FDIC insurance to the CDs, and (iii) in determining FDIC insurance limits, Federal regulations provide that all amounts deposited by a depositor, including amounts deposited directly, through brokers or through other means in a financial institution regardless of the source, will be combined in determining the insurance limit. The Advisor will maintain records of all CDs purchased by the Client hereunder to assist the Client in maintaining CDs within applicable insurance limits, but the Advisor is not responsible for the effects on FDIC insurance limits of deposits made directly by the Client or through other arrangements. It is the Client's sole responsibility to determine that deposits made directly by the Client outside of this Agreement or through other arrangements outside of this Agreement do not cause the CDs purchased by the Client hereunder to exceed the insurance limit. The Advisor will not monitor deposits made directly by the Client or through other arrangements and the Client agrees the Advisor has no responsibility therefor. FDIC-insured CDs are generally not negotiable and not liquid. Substantial penalties may apply if the Client makes an early redemption. The Client authorizes the Advisor to charge the Pool Account for the advisory fee relating to CDs and authorizes the custodian of the Pool to disburse funds from such Pool Account for the payment of the advisory fee relating to CDs.

The Custodian shall have custody of cash, assets and securities of the Client. The Advisor shall not take possession of or act as custodian for the cash, securities or other assets of the Client and shall have no responsibility in connection therewith. Authorized investments shall include only those investments which are currently authorized by the state investment statutes and applicable covenants and as supplemented by such other written instructions as may from time to time be provided by the Client to the Advisor. The Advisor shall be entitled to rely upon the Client's written advice with respect to anticipated drawdowns of Managed Funds. The Advisor will observe the instructions of the Client with respect to broker/dealers who are approved to execute transactions involving the Managed Funds and in the absence of such instructions will

engage broker/dealers which the Advisor reasonably believes to be reputable, qualified and financially sound.

2. PREPARATION OF ARBITRAGE REBATE REPORTS.

(a) The Advisor shall maintain records of all transactions in the Managed Funds as may be required by the Internal Revenue Code of 1986, as amended (the “Code”) and applicable U.S. Treasury regulations with regard to proceeds of the Bonds invested pursuant to this Agreement. The Advisor will calculate the amount of rebate liability with respect to the Bonds as of the end of each bond year (or other appropriate period) and as of the final maturity, redemption of or other retirement of the Bonds (each such date referred to herein as a “Calculation Date”) for as long as the Advisor is retained under this Agreement to provide such arbitrage rebate calculation services, applying the Regulations in effect on such Calculation Date. The Advisor will provide the following services: (i) calculation of the amount of rebate liability with respect to the Bonds as of each Calculation Date, and (ii) delivery of schedules reflecting such rebate liability calculation and the assumptions involved.

(b) The Client undertakes to provide or cause to be provided to the Advisor all relevant data, as requested from time to time, with respect to each Calculation Date within 15 business days after each such date and the Client agrees to cooperate with all reasonable requests in connection therewith. In addition, the Client agrees to cooperate with all reasonable requests from the Advisor for Bond related information including, but not limited to, the Official Statement; Bond Resolution; Non-Arbitrage Certificate; IRS Form 8038, 8038-G, or 8038-B; any closing order or receipt; and Verification Report. This information will be necessary in order to identify the amount of “gross proceeds” (as that term is used in the Code) of the Bonds subject to the rebate requirement, investment income thereon and applicable yields on the Bonds and on such investments in order to calculate the rebate liability of the Client with respect to the Bonds as of the Calculation Date. The Advisor is not being engaged to duplicate work performed by any prior rebate calculation agent, to independently determine whether there were “prohibited payments” or “imputed receipts” within the meaning of the Regulations or to perform an audit or review of the investments acquired with gross proceeds or the payment of debt service on the Bonds, and the Advisor will be entitled to rely entirely on information provided by or at the direction of the Client without independent verification of such information. The Advisor is also not being engaged to audit or review the tax-exempt status of interest on the Bonds or any other aspect of the Bond program except for the rebate liability to the extent set forth in this Agreement, and the Advisor shall be under no obligation to consider any information obtained by the Advisor pursuant to this Agreement for any purpose other than determining such rebate liability.

3. COMPENSATION.

(a) (i) For services provided by the Advisor pursuant to this Agreement, the Client shall pay the Advisor an annual fee, in monthly installments, based on the daily net assets under management (excluding daily net assets invested in certificates of deposit) according to the schedule below:

<u>Average Assets Under Management</u>	<u>Fees</u>
Initial \$25 million	10 basis points (0.10%)
Next \$25 million	8 basis points (0.08%)
Next \$50 million	7 basis points (0.07%)
Over \$100 million	6 basis points (0.06%)

The minimum annual fee is \$25,000.

(ii) With respect to the purchase of CDs for the Managed Funds as provided in Section 1 hereof, the Client shall pay the Advisor, an annual fee at a rate equal to 15 basis points (0.15%) per annum, applied against the principal amount of each CD purchased; such fee includes reasonable fees incurred by the Advisor to third parties in connection with such purchase.

(b) (i) The Advisor shall prepare an invoice for the investment management fee (excluding the investment management fee for CDs) and shall submit it to the Client for approval. Unless instructed otherwise within 15 calendar days of the postmark on the invoice, the Client authorizes the Advisor to charge such invoice to the Pool Account and instructs the Pool custodian to disburse funds from that account for the payment of the fees to the Advisor. If sufficient funds are not available, the Client agrees to compensate the Advisor from other sources within 30 business days of the receipt date. If the Advisor shall serve for less than the whole month, the compensation shall be pro-rated daily.

(ii) With respect to the payment of the investment management fee for CDs, the Client authorizes the Advisor to charge the Pool Account for the management fee and authorizes the Pool custodian to disburse funds from the Pool Account for the payment of the management fee to the Advisor using one of the methods selected below:

- ☒ The entire management fee will be deducted from the Pool Account upon settlement of the CD (refundable pro rata in the event of an early withdrawal); or
- ☐ The monthly amount of the management fee will be deducted from the Pool Account after the close of each month.

(c) Assets invested by the Advisor under the terms of this Agreement may from time to time be invested in a Pool (as such term is defined in Section 1 hereof), or in individual securities. Average daily net assets subject to the fees described in this section shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the Advisor and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

(d) If and to the extent that the Client shall request the Advisor to render services other than those to be rendered by the Advisor hereunder, such additional services shall be compensated separately on terms to be mutually agreed upon, in writing, between the Advisor and the Client.

4. EXPENSES.

(a) The Advisor shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, executive and supervisory personnel for managing the Managed Funds, and fees and expenses of the Custodian.

(b) Except as expressly provided otherwise herein, the Client shall pay all of its own expenses including, without limitation, taxes, commissions, fees and expenses of the Client's independent auditors and legal counsel, if any, brokerage and other expenses connected with the execution of portfolio security transactions, and insurance premiums.

5. REGISTERED ADVISOR; DUTY OF CARE.

The Advisor hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940, as amended. The Advisor shall immediately notify the Client if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Advisor agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal securities laws. The Client hereby authorizes the Advisor to sign I.R.S. Form W-9 on behalf of the Client and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

6. ADVISOR'S OTHER CLIENTS.

The Client understands that the Advisor performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Client agrees that the Advisor, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Managed Funds. The Advisor shall not have any obligation to purchase, sell or exchange any security for the Managed Funds solely by reason of the fact that the Advisor, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

7. TERM.

This Agreement may be terminated by the Client in the event of any material breach of its terms immediately upon notice to the Advisor by certified mail, return receipt requested. This Agreement may be terminated by the Client at any time, on not less than thirty (30) days' written notice to the Advisor. The Advisor may terminate this Agreement immediately upon any material breach of its terms by the Client upon notice to the Client by certified mail, return receipt requested, or at any time after one year upon thirty (30) days' written notice to the Client.

8. FORCE MAJEURE.

The Advisor shall have no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of the Advisor or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

9. DISCIPLINARY ACTIONS.

The Advisor shall promptly give notice to the Client if the Advisor shall have been found to have violated any state or federal securities law or regulation in any judgment in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.

10. INDEPENDENT CONTRACTOR.

The Advisor, its employees, officers and representatives shall not be deemed to be employees, agents (except as to the purchase or sale of securities described in Section 1), partners, servants, and/or joint ventures of the Client by virtue of this Agreement or any actions or services rendered under this Agreement.

11. BOOKS.

The Advisor shall maintain records of all transactions in the Managed Funds. The Advisor shall provide the Client with a monthly statement showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received, and the value of assets held on the last business day of the month. The statement shall be in the format and manner that is mutually agreed upon by the Advisor and the Client.

12. THE ADVISOR'S BROCHURE AND BROCHURE SUPPLEMENT.

The Advisor warrants that it has delivered to the Client prior to the execution of this Agreement the Advisor's current Securities and Exchange Commission Form ADV, Part 2A (brochure) and Part 2B (brochure supplement). The Client acknowledges receipt of such brochure and brochure supplement prior to the execution of this Agreement.

13. MODIFICATION.

This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.

14. SUCCESSORS AND ASSIGNS.

The provisions of this Agreement shall be binding on the Advisor and its successors and assigns, provided, however, that the rights and obligations of the Advisor may not be assigned without the consent of the Client.

15. NOTICE.

Written notices required under this Agreement shall be sent by regular mail, certified mail, overnight delivery or courier, except as otherwise provided for in this Agreement, and shall be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

Client's Address

City of Bloomington
115 E. Washington St.
Bloomington, IL 61701
Attn: Scott Rathbun

With copy to:

City of Bloomington
115 E. Washington St.
Bloomington, IL 61701
Attn: Legal Department

Advisor's Address

PFM Asset Management LLC
190 S. LaSalle Street
Suite 2000
Chicago, IL 60603
Attn: Jeffrey Schroeder

With copy to:

PFM Asset Management LLC
1735 Market Street, 43rd Floor

Philadelphia, PA 19103
Attn: Controller

16. APPLICABLE LAW.

This Agreement shall be construed, enforced, and administered according to the laws of the State of Illinois. The Advisor and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to filing a lawsuit.

17. FREEDOM OF INFORMATION ACT.

This Agreement, being made with a municipality within the State of Illinois, is subject to the Freedom of Information Act (FOIA). No confidentiality or right to privacy exists in this Agreement.

18. INSURANCE REQUIREMENTS OF THE ADVISOR.

Advisor agrees to maintain Professional Liability/Errors & Omissions Insurance in an amount no less than \$40,000,000. Advisor agrees that all agents, employees, or representatives of Advisor who will be involved in the execution of any part of this agreement are covered by said insurance policy and will provide a copy to Client prior to execution of this Agreement

19. LAWS, RULES, AND PRACTICES.

Each party to the Agreement acknowledges that Client is subject to 30 ILCS 235, commonly referred to as the Illinois Public Funds Investment Act, which regulates the manner in which public agencies may invest public funds. Both parties agree to adhere to the Illinois Public Funds

Investment Act and the rules and regulations therein, as well as the Investment Policies of the City of Bloomington as may be amended from time to time.

20. EXECUTION AND SEVERABILITY.

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date set forth in the first paragraph of this Agreement.

PFM ASSET MANAGEMENT LLC

By: 

Name: JEFFREY K. SCHROEDER

Title: Managing Director

CITY OF BLOOMINGTON

By: _____

Name: _____

Title: _____

Rider to Investment Advisory Agreement (Consent to Future Constructive Assignment)

PFM Asset Management LLC ("PFMAM") is very pleased that you have engaged PFMAM to serve as your investment advisor pursuant to the attached investment advisory agreement. In connection with this engagement, we are requesting your consent to an anticipated future change in control of PFMAM, as described below.

PFMAM and its affiliates are currently owned through a holding company by our senior management ("Managing Directors"). The holding company has entered into a definitive agreement to sell PFMAM along with other associated entities to U.S. Bancorp Asset Management Inc. ("USBAM"), a subsidiary of U.S. Bancorp.

PFMAM will become a wholly-owned subsidiary of USBAM but will continue to operate as a separate registered investment adviser as PFM Asset Management, a division of USBAM. The transaction is expected to close near the end of the year.

USBAM and PFMAM have complementary businesses, and a strong collective presence in money markets, investment-grade fixed income and multi-asset class outsourced chief investment officer (OCIO) advisory services. We believe the enhanced resources of the investment, credit and research teams will support and strengthen the capabilities of both firms to serve government, not-for-profit, corporate, and other institutional clients.

These actions will not result in any change in fees under your investment advisory agreement.

When the transaction closes, the action would be treated under applicable law as a change in control of PFMAM and thus as a constructive or "deemed" assignment of your investment advisory agreement. Your investment advisory agreement with PFMAM allows assignment only upon your consent. PFMAM is requesting your consent to the actions described above. If you consent, your investment advisory agreement will continue until terminated in accordance with its terms.

If you agree with the foregoing, kindly sign this statement below to signify your consent to the deemed assignment of the investment advisory agreement as described above.

City of Bloomington
Name of Client

By: _____

Print Name of Officer: Tim Gleason

Title: City Manager

Date: _____

BUSEY WEALTH MANAGEMENT

AGENCY AND DISCRETIONARY
INVESTMENT MANAGEMENT AGREEMENT

This Agency and Discretionary Investment Management Agreement is executed as of _____, by and between
City of Bloomington, IL

Principal(s), and Busey Wealth Management, a division of Busey Bank, an Illinois state chartered banking corporation ("Busey").

Principal desires to engage Busey to manage investments on Principal's behalf, and Busey desires to accept the responsibility of managing these investments on the terms set out in this Agreement.

1. **Appointment.** Principal hereby appoints Busey as an agent to provide investment management services on Principal's behalf, and in connection therewith to exercise the powers and authorities set out in this Agreement. Unless otherwise provided herein, Busey shall have the right to exercise its complete discretion in performing its duties under this Agreement, without need for further authority or approval from Principal.
2. **Custody of Assets.** The initial list of securities, cash and any other assets to be subject to the provisions of this Agreement are set forth on attached Exhibit A ("Initial Assets"). Principal's account assets (the "Account Assets") shall be the Initial Assets adjusted to reflect securities, cash or other property added by Principal or acquired by Busey, and securities, cash or other property disposed of by Busey pursuant to the terms of this Agreement. Busey will hold and keep all Account Assets for the account of Principal, and in so doing will use the same degree of care in the custody thereof as in the case of other assets held by it in a fiduciary capacity. Busey reserves the right not to accept any securities and other property delivered to it where the acceptance or holding of such assets is deemed to violate any law, rule or regulation or is otherwise contrary to Busey's policies.
3. **Purchase and Sale of Securities.** Busey is authorized to purchase, sell, exchange, or otherwise dispose of or deal with the Account Assets in its discretion, to be exercised in accordance with the general investment guidelines set forth in the Policies Statement, as may be amended from time to time, executed by the Principal and provided to Busey. Notwithstanding the foregoing, Principal may from time to time give directions to Busey in the selection of investments to be purchased, sold or exchanged. Directions from Principal shall be made in writing, provided that Busey may elect from time to time to accept directions by telephone subject to confirmation in writing in a manner selected by Busey.
4. **Execution of Transactions.** Principal acknowledges that Busey shall have discretion to select the brokers or other entities through which Busey shall place orders for execution of transactions. Busey will use its best efforts to obtain execution of orders at the most favorable commission rates reasonably available, however Principal acknowledges that, when deemed valuable to Busey and Principal, Busey may pay commissions on transactions that exceed the amount that might be charged by another broker. Principal further acknowledges that Busey may combine orders for execution for the account of Principal with orders for other clients if Busey determines doing so would result in more efficient or economical execution. In such cases, the price shown on the confirmation of the transaction for Principal's account may be an averaged execution price of such combined orders. All executions will be subject to the rules, regulations, custom and usage of the exchange, market or clearing house where executed, and to all applicable federal and state laws and regulations and the policies of Busey.
5. **Temporary Investments.** Notwithstanding any other provision of this Agreement, to the extent that the Account Assets include cash that Principal has not directed be otherwise invested or distributed, Busey may temporarily invest such cash in money market funds selected by Busey, using such criteria for selection as is deemed appropriate by Busey, and taking into account any regulations that affect the use of such funds by certain entities and persons.
6. **General Limitation of Liability.** It is expressly understood and agreed that in purchasing, selling, delivering or otherwise dealing with the Account Assets, Busey will be acting solely as Principal's agent and Busey shall not be deemed to be acting as, nor shall Busey be subject to any duties, warranties or other liabilities of, a broker. Except as otherwise provided by law, Busey shall not be liable to Principal for: (a) any loss Principal may suffer by reason of any investment decision made or other action taken or omitted in good faith by Busey in exercise of the same degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a like capacity would use; or (b) any loss arising from Busey's adherence to Principal's instructions. This general provision shall not limit the applicability of any other provision of this Agreement limiting Busey's liability. Principal agrees to indemnify and hold Busey harmless from all liabilities and expenses incurred by Busey as provided in this Agreement. Except as otherwise specified herein, Busey shall have no duty to take any action unless it agrees in writing to do so, nor shall Busey be obligated to commence, appear in, or defend any legal action with respect to any property held for this account unless requested by Principal and agreed to in writing by Busey. Principal will not indemnify Busey for willful or wanton, negligent, intentional, unethical, or illegal activity on the part of Busey.

7. **Cooperation.** Principal agrees to execute such forms as Busey may require from time to time for tax or other purposes with respect to this Agreement. Principal further agrees to provide Busey such additional information Busey may reasonably request from time to time, including updates of financial information, information concerning Principal's investment goals and experience, and Principal's status as an accredited investor, as that term is defined under Regulation D promulgated by the U.S. Securities and Exchange Commission ("SEC"). Principal is a tax exempt entity on earnings and otherwise.

8. **Exercise of Shareholder Rights.** Unless otherwise directed in writing by Principal, Busey is authorized, but not obligated, to vote any corporate stock, either in person or by proxy, with or without power of substitution, except that if the possession of this power as to any security would adversely affect the issuing company or Busey's ability to retain or vote such security, Busey shall vote such security as directed by Principal. Busey shall vote proxies with regard to securities that are part of the Account Assets in accordance with Busey's general proxy voting policy. Busey may also elect to delegate voting of such securities to Principal. Busey shall not be liable for any claims, damages or expenses, including but not limited to loss or diminution in value of any property held hereunder, arising out of exercise of, or failure to exercise, the foregoing authority to vote for any purpose. With respect to all other shareholder matters, including but not limited to any action with regard to tender offers, stock dividends, warrants, rights to subscribe, and plans of reorganization or exchanges of securities, Busey shall have no obligation to forward to Principal any mailings of financial statements or other literature received by it relative to such other shareholder matters, irrespective of the name under which such securities have been registered.

9. **Registration of Securities.** Busey may, in its discretion, register any Account Assets in the name of Busey, either with or without designation as agent, or in the name or names of Busey's nominee or nominees.

10. **Shareholder Identity Disclosure.** SEC Rule 14b-1(c) is intended to enable corporations to learn the identity of their security holders when securities are held by an agent and registered in "nominee" or "street" name. Busey's policy is to specifically prohibit the disclosure of this information to such corporations in order to assure the confidentiality of ownership of any company in which you have invested or may invest in the future unless you specifically indicate approval of disclosure of such information. According to Rule 14b-1(c), the issuing company would be permitted to use your name and related information for "corporate communication" purposes only. Please indicate below your direction to Busey regarding such disclosure:

☒ **NO** I do not want my name, address and securities positions disclosed to all the companies in which I own securities which are registered in "nominee" or "street" name.

☐ **YES** I want my name, address, and positions disclosed to all the companies in which I own security which are registered in "nominee" or "street" name.

11. **RESERVED**

12. **Additional Authority.** Busey is authorized to receive payment of income and principal with respect to the Account Assets; to give receipts therefore; to surrender promptly for redemption any securities held in the account with respect to which notice of redemption is published in a generally-recognized call service providing national coverage; to prepare, sign and file either in its name or in the name of Principal, any proper certificate or other statement with respect to the ownership of any Account Assets which may be required by law upon receiving payment of any income or principal; to exchange temporary for definitive securities; to exchange securities in recapitalizations and reorganizations; and to deliver securities upon sales thereof. Busey will use its best efforts to collect the income and principal when and as the same may become due and payable. Principal hereby authorizes and empowers appropriate officers of Busey to endorse and negotiate any check or voucher made payable to Principal and arising out of this account, and to execute any and all other documents and do any and all things necessary or incident to the performance of its obligations hereunder. Principal acknowledges that Busey will calculate and report amortization and accretion on fixed income securities unless otherwise directed in writing.

13. **Distributions.** Busey shall distribute the net income of the account to, or as directed in writing by, Principal, or in the absence of such direction from Principal, shall retain and accumulate such income.

14. **Reports.** Busey shall, at mutually agreed intervals and not less frequently than quarterly, render to Principal an itemized statement of the Account Assets at the end of such period, including all debits, credits, and transactions in Principal's account during such period. If requested by Principal below, Busey shall, in addition to the periodic report referenced above, promptly provide Principal with notification of each security transaction by Busey on Principal's behalf.

_____ By initialing here, Principal requests notification of each transaction by Busey on Principal's behalf promptly after execution. Principal acknowledges and agrees that Busey may charge a reasonable fee for each such notification.

15. **Compensation.** Principal agrees to compensate Busey for its services hereunder on a monthly basis at the rates and charges as detailed on Busey's then-current fee schedule (the "Fee Schedule"). Busey's current Fee Schedule is attached. For the purpose of determining compensation, Busey will value the Account Assets using the closing price established in the principal market or exchange where any such asset is traded. Any Account Assets that may not be valued in the manner shall be valued by Busey at the fair market value of such assets determined by Busey in good faith. Compensation for any partial month shall be prorated, based on the number of days in such month that Account Assets are held by Busey pursuant to this Agreement. Busey is hereby authorized to pay, and to reimburse itself from the income or principal of the assets held hereunder for brokerage fees and all other necessary and proper disbursements and expenses in connection with the performance or termination of this Agreement. Any compensation charged or expense paid will be

reflected on the regular statement provided to the customer. Unless otherwise designated below, Principal hereby authorizes Busey to make regular monthly payment of its compensation from the Account Assets.

By initialing here, Principal directs that compensation to Busey not be paid directly from the Account Assets, and instead represents that Principal shall make direct payment of Busey's compensation on or before the 15th day of each month with respect to compensation earned during the prior month. Principal acknowledges and agrees that Principal's failure to timely make such payment shall entitle Busey to pay such compensation from the Account Assets without further notice.

16. Confidentiality. Unless otherwise agreed in writing or as required or permitted by law, the parties agree that Busey will treat all information concerning Principal's account as confidential, and Principal will not disclose to any third party any of Busey's investment advice or activity on Principal's behalf. Busey understands that no right to privacy or confidentiality exists as this Agreement itself as Principal, being a municipality in the State of Illinois, is subject to the Freedom of Information Act (FOIA).

17. Other Investment Relations. Principal acknowledges that Busey provides, and will continue to provide, services to others similar to those provided to Principal under this Agreement. Principal further acknowledges that investment decisions, activity and advice of Busey with respect to Principal's Account Assets may differ from that of Busey with respect to such other customers on the basis of Principal's specific circumstances or for other reasons determined appropriate by Busey, and such differences may be material.

18. Investment Risk. Past returns generated by Busey cannot predict future performance. Principal acknowledges that the results of the activities of Busey pursuant to this Agreement are not guaranteed, and such results will depend on many factors beyond the control of Busey, including but not limited to overall national and international economic conditions, economic conditions within various sectors, general business risks and risks of the specific activities and financial performance of individual companies.

19. Communications. Busey shall be entitled to conclusively rely on any written notice or other written communication from Principal believed by it in good faith to be genuine and to have been signed by the Principal or any individual identified as an Authorized Representative on the Authorized Representative Form and Busey shall be under no duty to make investigation or inquiry thereof. Principal may add or delete Authorized Representatives by written notice to Busey signed by at least two other Authorized Representatives. Such notice shall be effective on the second business day following the day of Busey's receipt thereof, unless Busey agrees in writing to allow such notice to become effective at an earlier date.

20. Release and Indemnity. Busey shall not be responsible for any costs, expenses, liabilities, losses or decline in value of Principal's securities and other property held hereunder resulting from Busey's good faith exercise of the authority conferred upon it herein. Principal agrees to reimburse, indemnify, and hold Busey harmless from and against liabilities, losses, claims, damages, costs (including reasonable attorneys' fees) and expenses (except to the extent arising as a result of negligence or fraud on the part of Busey) resulting from the decisions and actions of Busey in the exercise of any authority or power granted to it hereunder, from claims of third parties, and from any taxes or other governmental charges and any expenses related thereto which may be imposed or assessed in respect to the Account Assets or any part thereof. Principal will not indemnify Busey for willful or wanton, negligent, intentional, unethical, or illegal activity on the part of Busey.

21. Termination. This Agreement shall continue in effect until terminated by either party, which termination shall be effective after thirty (30) days written notice. Termination of this Agreement shall not affect: (a) the validity of any action taken by Busey prior to the effective date of such termination; (b) any liabilities or obligations of Principal and Busey with respect to transactions initiated prior to the effective date of such termination; (c) Principal's obligation to pay compensation to Busey for all periods prior to the effective date of termination; or (d) Principal's obligations and Busey's rights with respect to indemnification set out in Section 20. Upon termination, Busey shall have no further obligation to take any action with regard to the Account Assets other than to distribute and deliver them to, or as directed by, Principal or Principal's heirs, representatives, successors or permitted assigns.

22. Status of Principal. Principal represents that its status and the title to the Account Assets are as follows:

- a. _____ Individual – Sole ownership
- b. _____ Individuals - Joint Tenancy with Rights of Survivorship ownership
- c. _____ Individuals - Tenants in Common ownership
- d. _____ Trust ownership, Under Agreement dated _____ and titled _____
- e. _____ Corporation – State of formation: _____ Partnership –
- f. _____ State of formation: _____ Other
- g. X Entity – Identify by type of entity and State of formation: Municipality, IL

23. Dispute Resolution. Any controversy, claim, or dispute relating to the performance of this Agreement shall be referred to herein as a "Dispute". In the event either party believes a Dispute exists, such party shall give written notice detailing the nature of the Dispute to the other party, and the parties shall meet within ten (10) days of such notice to attempt to resolve the Dispute. This meeting shall be attended by representatives of each party with decision-making authority who shall attempt in good faith to negotiate a resolution of the

Dispute. If the parties have not succeeded in resolving the Dispute within fifteen (15) days after such meeting, resolution shall be sought in a manner mutually agreeable to both parties at the time of such failure to resolve, be it arbitration, mediation, or civil trial in a court of competent jurisdiction.

24. RESERVED

25. General Provisions.

a. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties hereto and shall bind the parties and their respective heirs, representatives, successors and permitted assigns. This Agreement may be changed only by a written instrument executed by both Principal and Busey.

b. Governing Law; Jurisdiction and Venue. This Agreement shall be construed according to the laws of the State of Illinois, without resort to its choice of law provisions. The parties hereby consent to the jurisdiction and venue in the federal and state courts located in Champaign County, Illinois; and each party hereby waives the right to contest the jurisdiction and venue of such courts on the ground of inconvenience or otherwise, and further waives any right to bring any action or proceeding against the other party or parties in any court other than those set forth above.

c. Notices. Any notice required or permitted under this Agreement shall be effective upon the earlier of receipt, one day after delivery by nationally recognized overnight courier with proof of delivery, or three days after being mailed by first class mail, return receipt requested, to the addresses set out below the respective signatures of the parties hereon, or such other address as either party may designate by written notice.

d. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or ineffective, such provision shall be severable, and the remaining provisions of this Agreement shall be given full effect.

e. No Waiver. The failure by either party to enforce any provision of this Agreement at any time shall not constitute the waiver thereof unless such waiver is agreed to in writing by the party against which it is sought to be enforced.

f. Authority. If Principal is an entity, the undersigned warrants that the individual executing this Agreement on Principal's behalf has full authority to do so and that the investment guidelines set out in the Investment Policy Statement have been reviewed in detail and are appropriate for investments on behalf of Principal.

g. Relevant Rules and Regulations. Busey acknowledges that Principal is subject to 30 ILCS 235, commonly referred to as the Illinois Public Funds Act, which regulates the manner in which public agencies may invest public funds. Both parties agree to adhere to the Illinois Public Funds Investment Act, the rules and regulations therein, as well as the Investment Policies of the City of Bloomington as may be amended from time to time.

h. Insurance. Busey agrees to maintain Professional Liability/Errors & Omissions Insurance in an amount no less than \$1,000,000. Busey agrees that all agents, employees, and representatives of Busey who will be involved in the execution of any part of this Agreement are covered by said insurance policy and will provide a copy to Principal prior to final execution of this Agreement.

In witness whereof, this Agreement has been executed as of the date first set forth above.

PRINCIPAL(S):

Signature

SSN or FEIN:

Date of Birth:

(For Individuals)

Principal(s) Address for Notice (Mailing Address):

109 E. Olive St.

Bloomington, IL 61701-5217

Attn:

Phone Number: 309-434-2277

Signature

SSN or FEIN:

Date of Birth:

(For Individuals)

Principal(s) Physical Street Address:

109 E. Olive St.

Bloomington, IL 61701-5217

Attn:

Phone Number: 309-434-2277

BUSEY:

BUSEY WEALTH MANAGEMENT

By:

Signature

Title: Taylor Morgan, AVP

Date:

8-31-21

Address for notice:

Busey Wealth Management
PO Box 260
Champaign, IL 61824-0260

INVESTMENT AGENCY SERVICES FEE SCHEDULE

Busey Wealth Management specializes in providing individuals, families, foundations and corporations with financial advice, counsel and direction that is custom tailored to meet their unique wealth management goals. Clients work closely with a dedicated wealth advisory professional who is charged with truly understanding their clients' situation and then developing a plan to preserve, protect and grow their assets. This Wealth Advisor has direct access to an extensive team of Busey Wealth Management professionals who assist our clients with making informed financial decisions, as well as constructing a personalized investment portfolio designed to meet their very specific financial needs. This "goal based" approach allows us to monitor our clients' progress, communicate their status and dynamically guide them through their many important financial decisions and changing financial needs. As fiduciaries, we always place our clients' interests first.

FEES WILL BE ASSESSED ACCORDING TO THE FOLLOWING SCHEDULE:

Relationship Management:

(Annual Fee Based on Fair Market Value, charged monthly to the account)

0.15% on all amounts

Additional Information:

All accounts receiving 1099 forms will be subject to a monthly tax services fee. Unique assets are subject to a \$200 title holding fee. Additional fees will be assessed for household employee payments and related reporting. Additional charges may be assessed for services in addition to those customarily required for the management and administration of the account, at an hourly rate of up to \$200 per hour. Such services include, but are not limited to, involvement in real estate sales, litigation matters, lease negotiations, audits, management of a business, the sale or liquidation of a business and cost basis research.

Clients will be given a 30-day notice of any changes to this fee schedule.

If the Account Owner dies and Busey Bank is to serve as trustee or personal representative to settle the client's post-mortem matters, then the fee schedule for Trust and Estate Settlement Services will apply instead of this fee schedule.

Client Signature

Date

Client Signature

Date



Effective as of January 2021

AUTHORIZATION AGREEMENT FOR ACH TRANSACTION

(I/we) do hereby authorize Busey Wealth Management, a division of Busey Bank, an Illinois state chartered banking corporation ("Busey"), to initiate recurring (debit or credit) entries to (my/our) (Checking Account/Savings Account) as indicated and named below as the depository financial institution, hereafter named FINANCIAL INSTITUTION.

I am a duly authorized check signer on the financial institution account identified below and authorize all of the above as evidenced by my signature below.

Financial Institution Name: _____		Branch: _____	
City: _____		State: _____	Zip: _____
Routing Number: _____		Acct. Number: _____	
☐ Checking		☐ Savings	

*PLEASE ATTACH A VOIDED CHECK

☒ On Demand

☐ Periodic Bank Drafting: Funds will be debited from your financial institution on the specified drafting dates

☐ Periodic Payments: Funds will be credited to your financial institution on specific drafting dates

Frequency: _____ Day of the Month: _____ Amount: _____

This authorization is to remain in full force and effect until Busey has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Busey and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

Name(s): Tim Gleason, City Manager

Address: 109 E. Olive St.

City: Bloomington State: IL Zip: 61701-5217

Signature

Date

Signature

Date



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

City of Bloomington, IL

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

109 E. Olive St.

Requester's name and address (optional)

Busey Wealth Management

6 City, state, and ZIP code

Bloomington, IL 61701-5217

P.O. Box 260

Champaign, IL 61824-0260

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

____ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The treaty number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Weblink Statement & Online Access Form

Please complete the following. All information will remain confidential. (Please print.)

Name/Company _____ E-mail Address _____

I authorize Busey Wealth Management to make my Statement / Weblink online access as:

☐ Online only ☐ Online & web statements

Web Statement frequency: ☐ Monthly ☐ Quarterly ☐ Annual

Would you like E- notifications? ☐ Yes ☐ No

List of account numbers to add to online access: _____

If you would like additional parties to access your accounts, please provide the following information:

Name _____ E-mail Address _____

I authorize Busey Wealth Management to make my Weblink online access as:

☐ Online only ☐ Online & web statements

Web Statement frequency: ☐ Monthly ☐ Quarterly ☐ Annual

Would you like E- notifications? ☐ Yes ☐ No

Online access to your accounts is available only to customers of Busey Wealth Management. If you would like additional people to have access to your accounts, they must be listed on the Weblink statement & online access authorization form signed by you. We will provide you with a User ID and a Password, which will be emailed to you separately for your protection. If you authorize additional parties to access your accounts, we will email a separate User ID and Password to those parties. It is your responsibility to notify us to remove any of the parties that have access to your accounts. Online account information is updated each business day. Account information will not be available during updates which generally last about 30 minutes. Asset prices used in Weblink are updated daily, excluding municipal bonds, mortgage bank securities, collateralized mortgage obligations and foreign securities. The last pricing date is provided to Weblink. Account information available through Weblink is for inquiry purposes only. Information can be downloaded for financial reports and presentations.

Signature _____

Date _____

Signature _____

Date _____

Black Diamond Online Access Form

Please complete the following. (Please print.)

Name/Company _____ E-mail Address _____

I authorize Busey Wealth Management to provide me with access to my accounts on Black Diamond performance. I agree to protect the confidentiality of my account and account number(s), and my personal identification information. Black Diamond is a third party institution. Busey Wealth Management makes no warranty of any kind in connection with the Black Diamond services provided to you under this agreement. Busey Wealth Management does not warrant that Black Diamond will operate without errors, or will be available and operational at all times. I agree that Busey Wealth Management is not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided by Black Diamond including loss of profits, revenue, data, or use by myself or any third party.

I authorize Busey Wealth Management to make my Statement / Black Diamond online access as:

☐ Online only ☐ Online & web statements

List of account numbers to add to Black Diamond access: _____

If you would like additional parties to access your accounts, please provide the following information:

Name _____ E-mail Address _____

Statement / Black Diamond online access as:

☐ Online only ☐ Online & web statements

I authorize Busey Wealth Management to provide the above party with access to my Black Diamond online portfolio.

Black Diamond online access to your accounts is available only to customers of Busey Wealth Management. If you would like additional people to have access to your accounts, they must be listed on an online access authorization form signed by you. You will be provided with a User ID and a Password, which will be emailed to you separately for your protection. If you authorize additional parties to access your accounts, a separate User ID and Password will be emailed to those parties. It is your responsibility to notify us to remove any of the parties that have access to your accounts. Account information available through Black Diamond is for inquiry purposes only. Information can be downloaded for financial reports and presentations.

Signature _____

Date _____

Signature _____

Date _____



Revised November 2018

FACTS	WHAT DOES BUSEY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number, assets, or income • payment history and account balances • credit history and credit scores	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Busey chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Busey share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share
To limit our sharing	• Call 800-672-8739 and select the option for customer support. Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	
Questions?	Call 800-672-8739 or go to www.busey.com	
		Updated 11/2018

Updated 11/2018

Who we are

Who is providing this notice?

Busey and its affiliates: Busey Bank, Busey Capital Management and FirsTech.

What we do

How does Busey protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Busey collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- seek financial or tax advice or enter into an investment advisory contract
- pay your bills

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies such as Busey Bank, Busey Capital Management and FirsTech.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Busey does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include credit card companies and investment companies.*

INVESTMENT AGENCY SERVICES FEE SCHEDULE

Busey Wealth Management specializes in providing individuals, families, foundations and corporations with financial advice, counsel and direction that is custom tailored to meet their unique wealth management goals. Clients work closely with a dedicated wealth advisory professional who is charged with truly understanding their clients' situation and then developing a plan to preserve, protect and grow their assets. This Wealth Advisor has direct access to an extensive team of Busey Wealth Management professionals who assist our clients with making informed financial decisions, as well as constructing a personalized investment portfolio designed to meet their very specific financial needs. This "goal based" approach allows us to monitor our clients' progress, communicate their status and dynamically guide them through their many important financial decisions and changing financial needs. As fiduciaries, we always place our clients' interests first.

FEES WILL BE ASSESSED ACCORDING TO THE FOLLOWING SCHEDULE:

Relationship Management:

(Annual Fee Based on Fair Market Value, charged monthly to the account)

0.15% on the first	\$50,000,000
0.10% above	\$50,000,000

Additional Information:

All accounts receiving 1099 forms will be subject to a monthly tax services fee. Unique assets are subject to a \$200 title holding fee. Additional fees will be assessed for household employee payments and related reporting. Additional charges may be assessed for services in addition to those customarily required for the management and administration of the account, at an hourly rate of up to \$200 per hour. Such services include, but are not limited to, involvement in real estate sales, litigation matters, lease negotiations, audits, management of a business, the sale or liquidation of a business and cost basis research.

Clients will be given a 30-day notice of any changes to this fee schedule.

If the Account Owner dies and Busey Bank is to serve as trustee or personal representative to settle the client's post-mortem matters, then the fee schedule for Trust and Estate Settlement Services will apply instead of this fee schedule.

Client Signature

Date

Client Signature

Date



Effective as of January 2021

RESOLUTION NO. 2021 - ____

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING PROCESS AND APPROVING THE AGREEMENTS WITH PFM ASSET MANAGEMENT AND BUSEY WEALTH MANAGEMENT FOR INVESTMENT ADVISORY SERVICES IN THE AMOUNT NOT TO EXCEED \$70,000

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

WHEREAS, the City, has been reviewing the City's investment of funds which have historically been managed internally by Finance according to an internal policy and regulated by the Illinois Public Funds Investment Act (30 ILCS 235/); and

WHEREAS, the Covid-19 Pandemic and its impact on the economy resulted in interest rates near zero which have dramatically reduced the City's interest earnings and City staff believe in order to execute effective investment strategies, a certain level of expertise will be required, and

WHEREAS, City staff performed market research and reviewed three advisors and received cost proposals from each that would meet the primary investment policy objectives of safety, liquidity and return but with expectation of improved return on the City's investments; and

WHEREAS, City staff is recommending utilizing two of the advisors in order to further diversify activity and provide a reference for performance; (1) PFM Asset Management - specializes in the management of public funds and (2) Busey Wealth Management - existing banking relationship with the City; and

WHEREAS, City staff requests the formal bidding process be waived and the City Manager be authorized to enter into a new agreement for investment advisory services with PFM Asset Management and Busey Wealth Management.

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

That the recitals set forth above are incorporated herein, and the City Manager, or designated representatives, are authorized to secure the agreement with PFM Asset Management and Busey Wealth Management, and are authorized to execute any necessary documents to effectuate the agreement.

PASSED this 13th day of September 2021.

APPROVED this ____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: September 13, 2021

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: Ward 7

SUBJECT: Consideration and action on a Resolution to Authorize a Change Order in the Amount of \$110,960 for the Contract Between the City of Bloomington and Williams Associates Architects Ltd. for the Design of the O'Neil Park & Pool Improvements, as requested by the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
- Objective 4d. Improved neighborhood infrastructure
- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

BACKGROUND: On October 12, 2020, City Council approved a contract with Williams Architects to design the new O'Neil Park Pool Complex. The Architectural & Engineering (A & E) fee of \$775,000 was agreed upon, based on the amount of a \$10,000,000 design based on the "hard construction cost" estimate. Included in the contract is the stipulation that if the City requests a design that is estimated to be above \$10,000,000, Williams Architects would receive an increase in fee based on 7.75% of the increased amount.

The project now has a total estimated cost of \$11,700,000

Breakout of Costs:

Original Hard Construction Cost	\$10,000,000
Additional Project Hard Construction Cost	\$ 1,326,740
Food Service Equipment Cost Designed & Engineered (A & E)	\$ 105,000
Additional A & E Fee ($\$1,326,740 + \$105,000 = \$1,431,740 \times \%7.75$)	\$ 110,960
Owner's remaining FF&E / Miscellaneous Costs =	\$ 157,300
Original "Stipulated Sum"	\$ 775,000
Architects Additional Fee ($1,431,740 \times 7.75\%$)	\$ 110,960
Total "Stipulated Sum" by this Amendment	\$ 885,960

Please see the attached amendment to the agreement from Williams Architects.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the change order for \$110,960 will be paid from the Capital Improvement-Architectural & Engineering for Capital account (40100100-70051). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on page 77.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Eric Veal, Assistant Director

Reviewed by:



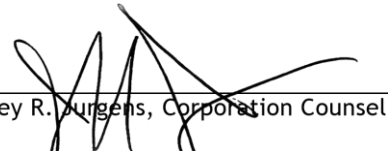
Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

8/27/2021



Chris Tomertin, Budget Manager

8/30/2021



Jeffrey R. Jurgens, Corporation Counsel

9/7/2021



Tara Henry, Legislative Assistant & Records Manager

9/8/2021

Attachments:

- PRCA 1B Resolution_O'Neil Pool & Park Improvements Design Change Order Memo 2543
- PRCA 1C Signed Contract - O'Neil Park & Pool Site Design_Final Agreement
- PRCA 1D 2021 08 03 Fee Increase Amendment
- PRCA 1E Original Purchase Order O'Neil WA

RESOLUTION NO. 2021 - _____

A RESOLUTION TO AUTHORIZE A CHANGE ORDER IN THE AMOUNT OF \$110,960 FOR THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND WILLIAMS ASSOCIATES ARCHITECTS LTD FOR THE DESIGN OF THE O'NEIL PARK & POOL IMPROVEMENTS

WHEREAS, The City of Bloomington (CITY) has previously authorized a contract with Williams Associates Architects Ltd. (WILLIAMS) for the design of the O'Neil Park and Pool Improvements in an amount of \$775,000; and

WHEREAS, the hard construction cost estimate increased and the contract stipulates that the design fee be increased by 7.75% based on the additional cost estimate; and

WHEREAS, the additional cost estimate is \$1,431,740 X 7.75% that equals \$110,960 in additional design fees; and

WHEREAS, the change order is germane to the original contract as signed and is in the best interest of the City and authorized by law; and

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

That the recitals set forth above are incorporated herein and the City Manager, or designated representatives, are authorized to secure the Change Order, and any other necessary documents to effectuate the purchase.

PASSED this 13th day of September 2021.

APPROVED this ____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

AIA[®] Document B103[™] – 2017

Standard Form of Agreement Between Owner and Architect for a Complex Project

AGREEMENT made as of the day of in the year as first written below.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

This document has important
legal consequences. Consultation
with an attorney
is encouraged with respect to
its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Williams Architects / Aquatics
500 Park Boulevard, Suite 800
Itasca, IL 60143

for the following Project:
(Name, location and detailed description)

City of Bloomington
O'Neil Park and Pool Improvements
1515 W. Chestnut Street
Bloomington, IL 61701

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Per Exhibit A – Letter of Proposed Agreement (LOPA) between the City of Bloomington, IL and Williams Architects / Aquatics dated 28 September 2020

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Per Exhibit A – Letter of Proposed Agreement (LOPA) between the City of Bloomington, IL and Williams Architects / Aquatics dated 28 September 2020

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

A Hard Construction Budget of \$10,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

- .1 Design phase milestone dates, if any:

Unknown at the execution of this Agreement, but in general schedule terms per Exhibit A – Letter of Proposed Agreement (LOPA) between the City of Bloomington, IL and Williams Architects / Aquatics dated 28 September 2020

- .2 Construction commencement date:

Unknown at the execution of this Agreement, but in general schedule terms per Exhibit A – Letter of Proposed Agreement (LOPA) between the City of Bloomington, IL and Williams Architects / Aquatics dated 28 September 2020

- .3 Substantial Completion date or dates:

Unknown at the execution of this Agreement, but in general schedule terms per Exhibit A – Letter of Proposed Agreement (LOPA) between the City of Bloomington, IL and Williams Architects / Aquatics dated 28 September 2020

- .4 Other milestone dates:

Unknown at the execution of this Agreement, but in general schedule terms per Exhibit A – Letter of Proposed Agreement (LOPA) between the City of Bloomington, IL and Williams Architects / Aquatics dated 28 September 2020

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract.)

General Contractor

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Not Applicable

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall may complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Mr. Jeffrey Kohl, Parks Projects Manager
City of Bloomington, Illinois
109 E. Olive Street
Bloomington, IL 61701

Legal Notices to:
City of Bloomington
Attn: Legal Department
109 E. Olive Street
Bloomington, IL 61701

jkohl@cityblm.org
309.434.2552

Init.

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Not Applicable

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Cost Consultant:

Included in Architect's Basic Services

.2 Scheduling Consultant:

Not Applicable

.3 Geotechnical Engineer:

Unknown at the time of Agreement and to be determined by Owner.

.4 Civil Engineer:

Included in Architect's Basic Services

.5 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Not Applicable

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Tom C. Poulos, AIA
CEO / Managing Principal
Williams Architects / Aquatics
500 Park Boulevard, Suite 800
Itasca, IL 60143

tcpoulos@williams-architects.com
630.221.1212

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(List name, legal status, address, and other contact information.)

§ 1.1.12.1 ~~Consultants retained under Basic Services:~~ Consultants, Traditional and Specialty, retained under Basic Services for this Project type:

TRADITIONAL

.1 Structural Engineer:

Init.

IMEG
1100 Warrenville Road, Suite 400W
Naperville, IL 60563

.2 Mechanical, Plumbing and Fire Protection Engineer:

IMEG
1100 Warrenville Road, Suite 400W
Naperville, IL 60563

.3 Electrical Engineer:

IMEG
1100 Warrenville Road, Suite 400W
Naperville, IL 60563

.2 Mechanical Engineer, .4 Aquatics Engineer:

Counsilman-Hunsaker
10733 Sunset Office Drive, Suite 400
St. Louis, MO 63127

SPECIALTY

.5 Landscape Architect:

Hitchcock Design Group
22 E. Chicago Avenue, Suite 200A
.3 Electrical Engineer: Naperville, IL 60540

.6 Civil Engineer:

Eriksson Engineering
145 Commerce Drive, Suite A
Grayslake, IL 60030

.7 Surveyor:

Hartke Engineering and Surveying
117 S. East Avenue
Ogden, IL 61859

.8 Food Service:

Boelter
1071 W. Division Street
Chicago, IL 60642

.9 A/V and Technology:

Sentinel Technologies
2550 Warrenville Road
Downers Grove, IL 60515

.10 Cost Estimate & Constructability Review:

Init.

Corporate Construction Services
1323 Butterfield Road, Suite 110
Downers Grove, IL 60515

§ 1.1.12.2 Consultants retained under Supplemental Services;

Unknown at the time of Agreement and to be determined by Owner and Architect.

§ 1.1.13 Other Initial Information on which the Agreement is based:

Per Exhibit A – Letter of Proposed Agreement (LOPA) between the City of Bloomington, IL and Williams Architects
/Aquatics dated 28 September 2020

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties ~~will~~ may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, ~~Exhibit, Exhibit as modified,~~ to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such ~~services-services, where so required,~~ to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

Init.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$) One Million Dollars (\$1,000,000)~~ for each occurrence and ~~(\$) Two Million Dollars (\$2,000,000)~~ in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles ~~owned, and non-owned non-owned rented or hired~~ vehicles used, by the Architect with policy limits of not less than ~~(\$) per accident One Million Dollars (\$1,000,000) combined single limit~~ for bodily injury, death of any person, and property ~~damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage damage.~~

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, ~~and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~ 2.5.2.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional ~~insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations insured.~~

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary ~~structural, mechanical, and electrical engineering~~ Structural, Mechanical, Electrical, Plumbing, Fire Protection, Aquatics, and Civil Engineering, Landscape Architecture, Surveying, Food Service Consultant, A/V and Technology, and Cost/Constructability Review services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Owner and the Scheduling Consultant's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and Scheduling

Init.

Consultant, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect ~~shall shall, at appropriate times, contact~~ governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. ~~The In designing the Project, the~~ Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the

Init.

Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's written approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Owner and Owner's Cost Consultant to review the Construction Documents.

§ 3.4.5 Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's written approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

Init.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- ~~1 — facilitating the distribution of Bidding Documents to prospective bidders;~~
- ~~2 — organizing and conducting a pre-bid conference for prospective bidders;~~
- 3 — preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- ~~4 — organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~ addenda.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- ~~1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~2 — organizing and participating in selection interviews with prospective contractors;~~
- ~~3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the ~~Work. Work, except work performed in reliance on any and all documents created by Architect that may be incorrect or contain errant information.~~

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site ~~at intervals appropriate to the stage of construction, or as otherwise required herein and~~ in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work

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completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Site visits shall occur on an average of once every two weeks, but shall not exceed twenty-one (21) total visits, and may be more or less frequent depending on the construction activity as further defined in Section 4.2.3. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority after discussions with Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.4 The Architect shall not review waivers of lien from subcontractors nor shall it investigate if subcontractors or material suppliers have received payment. The Architect shall not be responsible to determine the validity or legality of any lien waiver submitted by the Contractor.

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§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness (minimum review time of ten (10) business days) while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 ~~The Upon approval by the Owner, the~~ Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of re-inspection to determine final completion within thirty (30) days of substantial completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

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- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial ~~Completion~~, Completion (at 11-months), the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming (in Master Plan)	<u>Architect</u>
§ 4.1.1.2 Multiple preliminary designs (in Master Plan)	<u>Architect</u>
§ 4.1.1.3 Measured drawings	<u>Owner</u>
§ 4.1.1.4 Site Survey of construction limits	<u>Architect</u>
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning (in Master Plan)	<u>Architect</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Architect</u>
§ 4.1.1.10 Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Cost estimating	<u>Architect</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Provided</u>

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.15 As-designed record drawings	<u>Architect</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Historic preservation	<u>Not Provided</u>
§ 4.1.1.26 Furniture, interior, furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.27 Other services provided by specialty Consultants	<u>Architect (§ 1.1.12.1)</u>
§ 4.1.1.28 Other Supplemental Services	
§ 4.1.1.29 Fast-track design services	<u>Architect - Add Service (§ 4.1.2.2.3)</u>
§ 4.1.1.30 Public/Board/ Zoning meetings, submittals and approvals	<u>Architect - Add Service (§ 4.1.2.2.5)</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Unknown at the time of Agreement and to be determined by Owner and Architect.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2.3 Fast-Track / Multiple Bid Releases (§ 4.1.25):

Should multiple bid releases be utilized, the extra work associated with producing these documents, providing assistance for the Bidding and Negotiation Phases beyond the one included in the Basic Services, and any extra services required during the Construction Administration Phase shall be considered an Additional Service. The cost for each bid release beyond the one included in the Basic Services can be provided at an Additional Service Cost of \$10,000 per release.

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§ 4.1.2.2.5 Public Board / Zoning Meetings, Submittals and Approvals (§ 4.1.28):

If the Owner requests assistance from the Architects as part of the zoning process, these services shall be considered an Additional Service and shall be provided on an hourly basis per the rate table included herein.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

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- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~(—)~~ visits On an average of one visit every two weeks to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than ~~60-30~~ days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. ~~The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.~~

§ 5.3.1 ~~The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs. Intentionally Deleted.~~

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The ~~Owner~~ Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings,

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other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.17 Contractor's Obligation to Insure for Bodily Injury Claims

The Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

§ 5.18 Force Majeure

In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, war, act of terrorism, malicious mischief, theft, strike,

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lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove the Architect's work or any other cause beyond the reasonable control of the Architect's time for completion of the Architect's work, shall be extended by the period of resulting delay.

§ 5.19 Indemnity for Deviation

The Owner may choose to act as its own general contractor or may otherwise choose to materially deviate during construction from the construction documents prepared by the Architect. If such action by the Owner occurs, the Owner hereby indemnifies and holds harmless the Architect, its employees and consultants from and against all claims, damages, losses and expense, including but not limited to attorneys' fees and economic damages arising out of, in connection with, or resulting from the performance (or failure to perform) of the Owner, where there has been a material deviation from any document prepared by Architect or where there has been a failure to follow any material written recommendation of the Architect. In the event that the Architect, its employees and consultant are required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and cost incurred by the indemnified party in bringing that action, if the indemnity is granted.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 5.21 The Owner shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.22 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. If the Owner reduces the budget for the Cost of the Work at any time during the Project, the Architect shall be entitled to be compensated for all services rendered based upon the budgets that were in effect in the services were rendered.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Cost Consultant, within reason, through the Architect's direction shall be required to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Owner's non-acceptance of the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the ~~Schematic Design~~ ~~Development~~ Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the ~~Schematic Design~~ ~~Development~~ Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner ~~warrant represent~~ that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. The documents in electronic file format will be provided upon request. The information is proprietary in nature, and shall only be utilized for the Project. All drawing information contained therein, including but not limited to blocks, symbol libraries, details, etc. shall not be reproduced, sold, distributed or utilized in any form on other projects without the express written permission of the Architect. Due to the unsecured nature of these electronic files and inability of the originator to establish controls over the use thereof, the Architect or Owner assumes no responsibility for any consequences arising out of the use of the data. It is the sole responsibility of the user to check the validity of all information contained. The user shall, at all times, refer to the author provided hard copy, or in the case of the Architect's Instrument of Service, the signed and sealed construction documents for the project. The user shall assume all risks and liabilities resulting from the use of electronic file data.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, and for information purposes in connection with altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, ~~Service on the Project or for other purposes or projects,~~ the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. It is the Owner's intent to be able to use the construction documents in the future, and rely on them to be of a quality consistent with the standard of care, but if it is without Architect's involvement for any reason, the indemnity shall remain intact.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 ~~The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.~~ Intentionally Deleted.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. Consequential damages shall be as defined in the AIA A-201-2017 General Conditions and include, but are not limited to, loss of use, lost profit, loss of income and loss of revenue. Consequential damages shall be as defined in the AIA A-201-2017 General Conditions and include, but are not limited to, loss of use, lost profit, loss of income and loss of revenue.

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§ 8.2 Mediation

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)~~

- ☐ ~~Arbitration pursuant to Section 8.3 of this Agreement~~
- ☒ Litigation in a court of competent jurisdiction in the State of Illinois, County of McLean
- ☐ Other: (Specify)

~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

§ 8.3 Arbitration~~The provisions of this Article 8 shall survive the termination of this Agreement.~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

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~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. ~~Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services.~~ The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services.~~ The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and ~~costs attributable to termination, including the if termination is not between the phases of the Architect's services, all termination expenses set forth in Article 9.7.~~ The Architect shall also be compensated for costs attributable to the Architect's termination of consultant agreements.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Five (5%) percent of the remaining fee due the Architect

§ 9.8 ~~Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.~~

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.~~

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is ~~located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~ located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Unless otherwise disclosed and arranged for disposal, the Owner represents to the Architect that no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site or adjacent thereto. Further, within the definition of such statutes or regulations.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's

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confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated by the Owner as "confidential" or "business proprietary," the ~~receiving party Architect~~ shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The ~~receiving party Architect~~ may disclose "confidential" or "business proprietary" information after 7 days' notice to the ~~other party, Owner~~, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the ~~receiving party Architect~~ to defend itself in any dispute. The receiving party may also disclose such information to its ~~employees, consultants, or contractors~~ employees or consultants in order to perform services ~~or work~~ solely and exclusively for the Project, provided those ~~employees, consultants and contractors~~ employees and consultants are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Indemnity from Contractors Required in Construction Contract

§ 10.11 The Owner shall not require arbitration as the binding dispute resolution forum with the Contractor and shall strike the arbitration requirements in the A201-2017.

§ 10.12 The Owner shall require the Contractor to name the Owner and the Architect and their respective directors, officers and employees as additional insureds on the Contractor's automobile and general liability for liability arising out of the operations of the Contractor. The Owner shall require the Contractor's excess policies to be following form and shall also require the Contractor's general liability and automobile liability policies to be endorsed to be primary and non-contributory over any other insurance carried by the additional insureds. The Owner shall require the Contractor to submit written evidence of its compliance with this Section.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- 1** Stipulated Sum
(Insert amount)

Seven Hundred Seventy-Five Thousand Dollars (\$775,000.00)

The above noted fee is based upon a \$10,000,000 Hard Construction Cost. If the project material scope and the associated construction budget increase through the design process beyond the established \$10,000,000 value and the City of Bloomington approves the same, our Fee will increase at Seven and Seventy-Five Hundredths Percent (7.75%) of the value of the Project that exceeds the established

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\$10,000,000 for the hard construction cost. This increase shall be added to the previously identified Fee listed above.

ADD ALTERNATES

All Add Alternates that proceed beyond Schematic Design and exceed the \$10,000,000 Hard Construction Budget will be designed and engineered at the Construction Value of the Alternate times 7.75%, up to the percentage of services provided as designated below.

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Unknown at the time of Agreement and to be determined by Owner and Architect.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Unknown at the time of Agreement and to be determined by Owner and Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Seventeen</u>	percent (	<u>17</u>	%)
Design Development Phase	<u>Nineteen</u>	percent (	<u>19</u>	%)
Construction Documents Phase	<u>Forty-Two</u>	percent (	<u>42</u>	%)
Procurement Phase	<u>Two</u>	percent (	<u>2</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

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budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Per Exhibit A – Letter of Proposed Agreement (LOPA) between the City of Bloomington, IL and Williams Architects / Aquatics dated 28 September 2020

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are ~~in addition to~~ included in the compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, and budgeted at not to exceed \$10,000.00 as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, ~~Project web sites, and extranets;~~
3. ~~Permitting and other fees required by authorities having jurisdiction over the Project; Intentionally Deleted;~~
4. ~~Printing, reproductions, plots, and standard form documents; Electronic plot files and final permit printing for local and state regulatory agencies;~~
5. ~~Postage, handling, and delivery; Postage;~~
6. ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
7. ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
8. ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
9. ~~All taxes levied on professional services and on reimbursable expenses;~~
10. ~~Site office expenses;~~
11. ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and;~~
12. ~~Other similar Project-related expenditures. Anything that is not contained within Section 11.8.1, and authorized and directed by Owner, shall be considered an Additional Reimbursable Expense to be paid by the Owner.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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As determined by the Architect's Insurance Carrier for the desired insurance limits above and beyond that stated in Section 2.5.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

~~(Insert rate of monthly or annual interest agreed upon.)~~

~~—%—~~ Payments and interest shall be made in accordance with the Prompt Payment Act of the governing body where the Project is located.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Limited Liability Entity. The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Architect in the execution or performance of this Agreement, shall be made against the entity and not against any of their individual directors, officers or employees.

§ 12.2 Responsibility for Code Compliance. The Architect shall conform the final Drawings and Specifications to applicable codes existing on the date of completion of the final Drawings and Specifications. However, the Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit, modifications to the Drawings or Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, the Architect shall make the required modifications, but the cost of such modifications shall be compensated as an Additional Service. The parties acknowledge that submittal of Drawings and Specifications for permit routinely results in comments, questions and change requests by the Code Authority, and the Architect shall make such changes and/or provide the requested information as a Basic Service. Nothing contained herein shall relieve the Architect of its obligation to modify at its own expense Plans and Specifications where the Architect has negligently failed to prepare them in compliance with the applicable government requirements.

§ 12.3 Americans With Disabilities Act. The Architect shall conform the Construction Documents to the requirements known to similarly situated architects with the Americans With Disabilities Act Accessibility Guidelines ("ADAAG"). The Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect

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to make modifications to the final Drawings or Specifications, such modifications shall be considered an Additional Service. The Owner shall be solely responsible for compliance with the provisions of the Americans With Disabilities Act for any areas outside the scope of the Project. The Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect to make modifications to the Drawings or Specifications, such modifications shall be considered an Additional Service.

§ 12.4 Electronic Media. The license under this Agreement for Instruments of Service is only for information contained on printed documents. However, for the Owner's convenience, the Architect may also furnish such information in electronic media. The parties acknowledge that untraceable changes from causes not the fault of Architect may sometimes occur in the information on electronic media, caused by the media conversion and changes in software. In such event, the Owner agrees to release, and for third party claims, to indemnify the Architect, its employees and consultants from and against all claims, losses and expenses (including reasonable attorneys defense fees and those incurred to enforce this obligation) arising out of, resulting from or in connection with any deviations of the information in electronic media from that in the printed documents. This release and indemnity shall survive the termination of this Agreement. The Owner shall have the right to request the Architect to furnish to Contractor, subcontractors, sub-subcontractors and material or equipment suppliers to utilize portions of the Instruments of Service for use in the execution of their portion of the Work. The Architect shall be compensated by these Contractor, subcontractors, sub-subcontractors and material or equipment suppliers for these electronic files of the Instruments of Service.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B103™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Letter of Proposed Agreement (LOPA) between the City of Bloomington, IL and Williams Architects / Aquatics dated 28 September 2020

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is subject to the Freedom of Information Act (FOIA)

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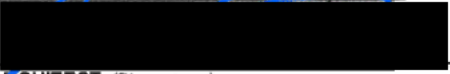
~~This Agreement entered into as of the day and year first written above.~~

This Agreement made as of the 26th day of January in the year 2021.

City of Bloomington, Illinois

WILLIAMIS ARCHITECTS, a corporation


OWNER (Signature)
Tim Gleason City Manager
(Printed name and title)


ARCHITECT (Signature)
Tom C. Poulos, AIA / CEO / Managing Principal
(Printed name, title, and license number, if required)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:53:26 ET on 01/22/2021 under Order No. 9059470941 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B103™ – 2017, Standard Form of Agreement Between Owner and Architect for a Complex Project, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.


(Signed)

CEO
(Title)

26 January 2021
(Dated)

03 August 2021

Mr. Jay Tetzloff, Director of Parks, Recreation and Cultural Arts
c/o Mr. Jeff Kohl, Parks Project Manager
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

Re: Amendment to Agreement for Basic Architectural & Engineering (A & E) Services
City of Bloomington – O’Neil Park and Pool
WA Project No. 2020-037

AMENDMENT NUMBER ONE (1)

This Amendment Number One (1) to the Prime Agreement (AIA Document B103 – 2017 Standard Form of Agreement) between the City of Bloomington (Owner) and Williams Architects/Aquatics (Architect) is made as of the day, month and year written below for the City of Bloomington O’Neil Park and Pool Project and shall therefore amend the Architect’s Fee.

The below noted represent the Sections that support the terms for the Architect’s Additional Fee as follows:

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum (*Insert amount*)

Seven Hundred Seventy-Five Thousand Dollars (\$775,000.00)

The above noted fee is based upon a \$10,000,000 Hard Construction Cost. If the project material scope and the associated construction budget increase through the design process beyond the established \$10,000,000 value and the City of Bloomington approves the same, our Fee will increase at Seven and Seventy-Five Hundredths Percent (7.75%) of the value of the Project that exceeds the established \$10,000,000 for the hard construction cost. This increase shall be added to the previously identified Fee listed above.

To that end, the below noted represent the terms for the Architect’s Additional Fee for the Project and are therefore amended as follows:

On 22 March 2021 City Council’s approved a increase to the Project Scope & Additional Services in the amount of \$11,700,000 in accord with the Project design, scope and budget presented in regard to the same. The \$1,700,000 increase to the Project includes hard construction costs, Architect’s additional service fees, and the Owner’s FF&E / miscellaneous costs related to the Project. Therefore, in accord with Section 11.1.1 of the Prime Agreement, the Architects’ “Stipulated Sum” is hereby modified, based upon the total hard construction cost noted below. Furthermore, the Architect’s Additional Fee increase shall be added to the identified “Stipulated Sum of \$775,000” listed above as follows:

Original Hard Construction Cost	\$10,000,000
Additional Project Hard Construction Cost	\$ 1,326,740
Food Service Equipment Cost Designed & Engineered (A & E)	\$ 105,000
Additional A & E Fee ($\$1,326,740 + \$105,000 = \$1,431,740 \times 7.75\%$)	\$ 110,960
Owner's Remaining FF&E / Miscellaneous Costs	\$ 157,300

Architect's Revised Fee Amendment, Per Section 11.1.1 of the Agreement:

Original "Stipulated Sum"	\$775,000
Architects Additional Fee ($\$1,431,740 \times 7.75\%$)	\$110,960

Total "Stipulated Sum" by this Amendment **\$885,960**

Please note the signage design, which is part of the Owner's FF&E / Miscellaneous Costs, is not included in the above noted Additional A & E Fee. Therefore, the Owner is responsible for the design and bidding for this portion of the Project. The optional additional cost for Williams Architects to design and bid this into the scope of the Project is \$10,000.

In the event, the Owner requests additional independent scope changes to the Work after the established adjustment noted above, Architect shall submit a separate Amendment revising the fee in accordance with the parameter noted above for the itemized scope items.

Furthermore, any other Additional Services authorized by the Owner in accord with the Agreement shall be provided upon Owner's written approval at a mutually agreed upon fee, as per the terms of the Agreement.

This Amendment entered into as of the _____ day of _____ in the year Two Thousand and Twenty-One.

OWNER
CITY OF BLOOMINGTON

ARCHITECT
WILLIAMS ARCHITECTS / AQUATICS

(Signature)

(Signature)

(Printed name and title)

Tom C. Poulos, AIA
CEO / Managing Principal

(Printed name and title)

g:\2020\2020-037 bloomington o'neil park & pool\basic serv\basic serv\contracts\owner_architect\2021 03 30 amendment number one o'neil park and pool.docx



Purchase Order

Fiscal Year 2021

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20210344-00

Delivery must be made within
doors of specified destination.B
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OCITY OF BLOOMINGTON
ACCOUNTS PAYABLE
PO BOX 3157
BLOOMINGTON, IL 61702-3157
(309) 434-2334V
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RWILLIAMS ASSOCIATES ARCHITECTS LTD
500 PARK BOULEVARD
SUITE 800
ITASCA IL 60143S
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OPARKS DEPT ADMINISTRATION
GOVT CENTER 1ST FLOOR
115 EAST WASHINGTON STREET
BLOOMINGTON IL 61701

309-434-2260

Vendor Phone Number 630-344-1051		Vendor Fax Number 630-221-1220		Requisition Number		Delivery Reference			
Date Ordered 02/04/2021		Vendor Number 5042		Date Required		Freight Method/Terms		Department/Location PARKS ADMINISTRATION	
Item#	Description/Part No.				Qty	UOM	Unit Price		Extended Price
1	PROFESSIONAL, ADMINISTRATIVE & Architectural Services Consent Agenda Item No. 8D approved at the October 12, 2020 Council Meeting, a resolution (2020-27) approving a contract with Williams Architects for the design of the O'Neil Park & Aquatic Center per the executed agreement between the City and Williams Architects in the amount not to exceed \$775,000. (RFQ #2021-13)				1.0	EACH	\$775,000.000		\$775,000.00
	***** GL SUMMARY *****								
	40100100 - 70051						775,000.00		

Packing slip must accompany all shipments. ALL TERMS & CONDITIONS LISTED ON THE CITY OF BLOOMINGTON WEBSITE APPLY (www.cityblm.org/terms). The City reserves the right to cancel this order if delivery is not made by agreed-upon delivery date. Ship F.O.B. Bloomington, IL, or preapproved best value.

The City of Bloomington is exempt by statute from payment of all federal, state, and municipal excise, sales, and other taxes. Federal ID and tax exemption number is 37-6001563. State of Illinois tax exemption number is E9994-9903.

THE CITY OF BLOOMINGTON IS AN EQUAL OPPORTUNITY EMPLOYER.

Procurement Manager

PO Total \$775,000.00



CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: September 13, 2021

SPONSOR: Facilities Department and Police Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on 1) a Resolution to Authorize a Change Order in the Amount of \$26,575 for the Contract Between the City of Bloomington and Western Waterproofing, Inc. for Repairs to the Police Parking Garage, and 2) a Resolution to Authorize a Change Order in the Amount of \$2,190 for the Contract Between the City of Bloomington and Shive-Hattery, Inc. for Design of Repairs to the Police Parking Garage, as requested by the Facilities Department and the Police Department.

RECOMMENDED MOTION: The proposed Resolutions 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: As shown in the attached photos, major repair to a beam in the police parking garage is required. Although repairs to this beam were included in the original scope of work, the extent of repair is much larger and more substantial than anticipated. In addition to concrete repairs, Shive-Hattery, the structural engineer, is also recommending adding Fiber Reinforced Polymer (FRP) wrap to the beam. This wrap provides additional strength to account for the degradation of reinforcing steel. The extensive repair, FRP wrap, and temporary shoring needed to perform the repairs are outside the original bid.

Due to the severity of damage and operational impacts to the garage, the concrete repairs were already completed on an emergency basis. The FRP wrap is still needed to ensure the long-term integrity of the beam. The proposed Change Order from Western Waterproofing covers the previously performed concrete repairs and the FRP wrap. The additional cost of \$26,575 was reviewed by both City and Shive-Hattery staff, who believe the amount is within industry standards and recommend approval.

In addition, Shive-Hattery was asked to assist with this unforeseen issue. Their additional work includes evaluation of the severe deterioration, design of the FRP wrap and post-construction inspection to ensure proper completion of the repairs. The proposed change order from Shive-Hattery covers all of these additional services. Staff believe that the additional cost of \$2,190 is acceptable, and recommend approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the change order proposals from 1) Western Waterproofing

Company, Inc. in the amount of \$26,575, and 2) Shive-Hattery, Inc. in the amount of \$2,190.00, for repairs to the Police Department Parking Garage would be paid. The Facilities Department includes funding in the Capital Improvement budget for unforeseen issues, such as this. Funds are available in the Capital Improvement - Buildings (40100100-72520) account. Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 77, 213, 226, and 231.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, Director of Facility Management

Reviewed by:



Russel Waller, Director of Facility Management

9/3/2021



Chris Tomertin, Budget Manager

9/7/2021



Jeffrey R. Jurgens, Corporation Counsel

9/8/2021



Kara Henry, Legislative Assistant & Records Manager

9/9/2021

Attachments:

- FAC 1B Beam Photos
- FAC 1C Proposal/Contract_Western Co
- FAC 1D Resolution_Western
- FAC 1E Proposal/Amendment to Agreement_Shive-Hattery Co
- FAC 1F Resolution_Shive-Hattery

**POLICE PARKING GARAGE
SEVERELY DETERIORATED BEAM**



BEAM PRIOR TO LOOSE CONCRETE REMOVAL



BEAM AFTER LOOSE CONCRETE REMOVAL

PROPOSAL/CONTRACT

September 1, 2021

Concrete
Restoration

Masonry
Restoration

Stadium
Restoration

Balcony
Restoration

Plaza
Restoration

EIFS
Restoration

Historic
Restoration

Wall Coating

Caulking &
Sealants

Deck Coating

Planter
Waterproofing

Below Grade

Stone
Cleaning &
Restoration

Tuckpointing

Epoxy
Flooring

Cementitious
Coating

Post Tendon
Repair

Barrier
Tendon
Repair

Expansion
Joint
Restoration

Carbon Fiber

Epoxy
Injection

Mr. Josh Ftacek
City of Bloomington IL
Phone: 309-434-2518
Email: jftacek@cityblm.org

WE (Western) HAVE PREPARED A PROPOSAL FOR:
ITC – FRP Wrapping & T&M Final Value

SCOPE OF WORK: We propose to furnish all necessary labor, materials, equipment, supervision, and insurance, as shown on the attached insurance addendum, to complete the work on the project. Premises shall be kept clean and orderly during the progress of the work and the work area(s) shall be left in a broom cleaned upon completion. All work will be performed by skilled Union craftsmen. Our proposal is based on completing this work during normal working hours Monday through Friday.

Our Scope of Work is as follows :

- Based on being performed in one re-mobilization to the jobsite, and preliminary design provided by third party engineer.
- Provide design drawings prepared by third party engineer for review by engineer of record. Once approved, provide engineers stamped drawings to City of Bloomington and EOR.
- Prepare substrate per manufacturer's requirements, including any necessary surface grinding necessary to provide a suitable substrate for installation.
- Provide and install 2 layers of Sikawrap Hex 103C along the bottom of the inverted tee at approximate dimensions of 40 inches wide by 30 feet long.
 - Installation process is to be as follows:
 - Prime substrate using sikadur 330 per manufacturers requirements.
 - Impregnate Sikawrap Hex 103 carbon fiber cut to size in Sikadur Hex-300 apply to prepared substrate in a long orientation.
 - Impregnate and install a second layer of Sikawrap Hex 103 in the same orientation as the previous layer.
- Apply two (2) coats of Sikagard 615 coating per manufacturer's recommendations are a protective layer over the FRP installation.
- Remove remaining grout injection ports and install cementitious patch material within the void created by removal of ports.

The work specified above can be completed for **Twenty Six Thousand Five Hundred Seventy Five DOLLARS AND 00/100 (\$26,575.00).**

Date Accepted: _____

**Western Waterproofing Company, Inc. d/b/a
Western Specialty Contractors**

[Purchaser]

By: _____


Josh Woolard

Title: _____

Sales/Project Manager

RESOLUTION NO. 2021 - _____

**A RESOLUTION TO AUTHORIZE A CHANGE ORDER IN THE AMOUNT OF \$26,575
FOR THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND WESTERN
WATERPROOFING, INC. FOR REPAIRS TO THE POLICE PARKING GARAGE**

WHEREAS, The City of Bloomington has previously authorized a contract with Western Waterproofing, Inc. for repairs to the police parking garage in an amount of \$280,327.70; and

WHEREAS, an unforeseen issue was identified during the project that requires additional work to be completed that was not originally awarded in the contract; and

WHEREAS, the issue is repair of a structural beam that has significantly more damage than originally anticipated in an additional amount of \$26,575.00; and

WHEREAS, the change order is germane to the original contract as signed and is in the best interest of the City and authorized by law.

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

That the recitals set forth above are incorporated herein, the Change Order is approved, and the City Manager, or designated representatives, are authorized to secure the Change Order, and any other necessary documents to effectuate the purchase.

PASSED this 13th day of September 2021.

APPROVED this ____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

AMENDMENT TO AGREEMENT
between SHIVE-HATTERY AND THE CLIENT

CLIENT: City of Bloomington
ATTN: Mr. Russel Waller
109 East Oliver Street
Bloomington, IL 61702-3157

PROJECT: City of Bloomington Police Station Parking Deck Maintenance

LOCATION: Bloomington, IL

ORIGINAL AGREEMENT DATE: July 18, 2019

AMENDMENT NO.: 1

AMENDMENT DATE: September 3, 2021

City of Bloomington and Shive-Hattery agree to amend the Original Agreement as follows:

PROJECT DESCRIPTION (No Change)

SCOPE OF SERVICES

The services for the project are revised as follows:

1. ADD ITC-002 FRP strengthening repairs for one inverted T-beam below the top level. Services to include correspondence, meetings, and ITC documents.

YOUR RESPONSIBILITIES (No Change)

SCHEDULE (No Change)

COMPENSATION

The compensation for the project is revised as follows:

Description	Fee Type	Fee	Estimated Expenses	Total
Correspondence	Fixed Fee	\$420	Included	\$420
Meetings	Fixed Fee	\$270	Included	\$270
ITC-002 FRP Strengthening	Fixed Fee	\$1,500	Included	\$1,500
TOTAL		\$2,190		\$2,190



AGREEMENT

This Amendment is subject to all other terms and conditions of the Original Agreement. Please return a signed copy to Shive-Hattery.

Sincerely,

SHIVE-HATTERY, INC.



Eric Hendrickson, P.E.

EJH/mas

Copy: Tony Altenhofen, S-H

ACKNOWLEDGEMENT OF APPROVAL AND OF AMENDMENT

CITY OF BLOOMINGTON

BY: _____
(signature)

TITLE: City Manager _____

PRINTED NAME: Tim Gleason _____

DATE ACCEPTED: _____

RESOLUTION NO. 2021 - _____

A RESOLUTION TO AUTHORIZE A CHANGE ORDER IN THE AMOUNT OF \$2,190 FOR THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND SHIVE-HATTERY, INC. FOR DESIGN OF REPAIRS TO THE POLICE PARKING GARAGE

WHEREAS, the City of Bloomington has previously authorized a contract with Shive-Hattery, Inc. for design of repairs to the police parking garage in an amount of \$26,100; and

WHEREAS, an unforeseen issue was identified during the project that requires additional design to be completed that was not originally awarded in the contract; and

WHEREAS, the issue is design of repairs to a structural beam that has significantly more damage than originally anticipated in an additional amount of \$2,190; and

WHEREAS, the change order is germane to the original contract as signed and is in the best interest of the City and authorized by law.

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

That the recitals set forth above are incorporated herein, the Change Order is approved, and the City Manager, or designated representatives, are authorized to secure the Change Order, and any other necessary documents to effectuate the purchase.

PASSED this 13th day of September 2021.

APPROVED this ____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: September 13, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution to Adopt Standards for Determining Affordable Rents, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods
- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 4d. Improved neighborhood infrastructure
- Objective 4c. Preservation of property/home valuations
- Objective 4b. Upgraded quality of older housing stock
- Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: The City of Bloomington has been designated an entitlement City under the Federal Housing and Community Development Act of 1974, as amended, and is eligible for Community Development Block Grant (CDBG) funds. Upon proper submittal being made to the United States Department of Housing and Urban Development (HUD) the City of Bloomington receives annual funding from Housing and Urban Development for its' CDBG Program. HUD requires the City of Bloomington to adopt regulations at 24 CFR 570.208(a)(3) - National Objective Criteria for determining affordable rents.

Adhering to the criteria for determining affordable rents the City of Bloomington shall do the following:

- Review HUD's most currently published Fair Market Rents prior to approval of all applications.
- Update HUD Income Limits prior to approval of all applications.
- Publicly display updated HUD Income Limits and Fair Market Rents and Methodology.
- Meet the HUD national objectives to benefit low-and moderate income (LMI persons); aid in the prevention or elimination of slums and blight; and meet an urgent need.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Goal H-1: Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington. Goal H-1.2: Ensure an adequate supply of affordable housing for low to moderate income households. Goal H-1.3: Create a life-long community by fostering housing stock that meets all the needs of residents of all ages and abilities.

Respectfully submitted for Council consideration.

Prepared by: Melissa Hon, Economic and Community Development Director

Reviewed by:


Chris Tomerlin, Budget Manager

9/7/2021


Jeffrey R. Jurgens, Corporation Counsel

9/7/2021


Tara Henry, Legislative Assistant & Records Manager

9/9/2021

Attachments:

- E&CD 3B Resolution_Affordable rents
- E&CD 3C Attachment A to Resolution

RESOLUTION NO. 2021 - _____

**A RESOLUTION TO ADOPT STANDARDS FOR DETERMINING
AFFORDABLE RENTS**

WHEREAS, the City of Bloomington has been designated an entitlement City under the Federal Housing and Community Development Act of 1974, as amended, and as such is eligible for Community Development Block Grant (hereinafter "CDBG") funds upon proper submittal being made to the United States Department of Housing and Urban Development (hereinafter "HUD") the City of Bloomington receives annual funding from Housing and Urban Development (HUD) for its' Community Development Block Grant (CDBG) Program;

WHEREAS, HUD requires the City of Bloomington to adopt regulations at 24 CFR 570.208(a)(3) - National Objective Criteria for determining affordable rents (Attachment A);

WHEREAS, the City of Bloomington shall review HUD's most currently published Fair Market Rents prior to approval of all applications;

WHEREAS, the City of Bloomington shall update HUD Income Limits prior to approval of all applications;

WHEREAS, the City of Bloomington shall publicly display updated HUD Income Limits and Fair Market Rents and Methodology;

WHEREAS, The City of Bloomington shall meet the HUD national objectives to benefit low-and moderate income (LMI persons); aid in the prevention or elimination of slums and blight; and meet an urgent need.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, and it is hereby resolved, that the City Council support the adoption of standards for determining affordable rents as required under 24CFR500.208(a)(3) - Criteria for National Objectives.

This resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify the vote adopting the resolution.

PASSED this 13th day of September 2021.

APPROVED this _____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Attachment A

§570.208 Criteria for National Objectives.

(3) *Housing activities.* An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households. This would include, but not necessarily be limited to, the acquisition or rehabilitation of property by the recipient, a subrecipient, a developer, an individual homebuyer, or an individual homeowner; conversion of nonresidential structures; and new housing construction. If the structure contains two dwelling units, at least one must be so occupied, and if the structure contains more than two dwelling units, at least 51 percent of the units must be so occupied. Where two or more rental buildings being assisted are or will be located on the same or contiguous properties, and the buildings will be under common ownership and management, the grouped buildings may be considered for this purpose as a single structure. Where housing activities being assisted meet the requirements of paragraph §570.208 (d)(5)(ii) or (d)(6)(ii) of this section, all such housing may also be considered for this purpose as a single structure. For rental housing, occupancy by low and moderate income households must be at affordable rents to qualify under this criterion. The recipient shall adopt and make public its standards for determining “affordable rents” for this purpose. The following shall also qualify under this criterion:

(i) When less than 51 percent of the units in a structure will be occupied by low and moderate income households, CDBG assistance may be provided in the following limited circumstances:

(A) The assistance is for an eligible activity to reduce the development cost of the new construction of a multifamily, non-elderly rental housing project;

(B) Not less than 20 percent of the units will be occupied by low and moderate income households at affordable rents; and

(C) The proportion of the total cost of developing the project to be borne by CDBG funds is no greater than the proportion of units in the project that will be occupied by low and moderate income households.

(ii) When CDBG funds are used to assist rehabilitation eligible under §570.202(b)(9) or (10) in direct support of the recipient's Rental Rehabilitation program authorized under 24 CFR part 511, such funds shall be considered to benefit low and moderate income persons where not less than 51 percent of the units assisted, or to be assisted, by the recipient's Rental Rehabilitation program overall are for low and moderate income persons.

(iii) When CDBG funds are used for housing services eligible under §570.201(k), such funds shall be considered to benefit low- and moderate-income persons if the housing units for which the services are provided are HOME-assisted and the requirements at 24 CFR 92.252 or 92.254 are met.



CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: September 13, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on 1) a Resolution Approving Acceptance of the Illinois Housing Development Authority's (IHDA) Single Family Rehab Program funding increase in the Amount of \$100,000, 2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022 in the Amount of \$100,000, and 3) the approval of the Program Funding Agreement and Affidavit, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution, Ordinance, Funding Agreement and Affidavit be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City has participated in the Illinois Housing Development Authority's (IHDA) Single Family Rehabilitation (SFR) program since its inception in 2017, receiving \$236,250 in Round 1, \$378,000 in Round 2, and \$444,000 in Round 3. IHDA has awarded the City an additional \$100,000 in Disaster Contingency Award (DCA) funding. Acceptance of the DCA funding will provide a seamless transition in funding and housing rehabilitation services. Through the SFR program, homeowners receive assistance through a 0% interest, 5-year forgivable mortgage. Assistance per household is limited to \$45,000, which includes both construction costs and soft costs such as lead, termite and radon inspections. Soft costs are not included in the mortgage. Homeowners must meet income eligibility guidelines limited to 80% or below Area Median Income (AMI). The program allows for both interior and exterior rehabilitation. Code violations and health and life safety issues are prioritized for each project.

Staff will use the waiting list created in the Round 3 program. Should the list be exhausted before all funds are allocated, a new application cycle will be opened. Projects are completed on a first-come, first-served basis. The grant allows up to 5% of funding to be utilized to cover administration expenses such as staff salary and benefits related to implementation of the award.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Round 3 application included letters of support from the following: Mid Central Community Action, West Bloomington Revitalization Project, and Mayor.

FINANCIAL IMPACT: Failure to submit the award documents would result in the loss of \$100,000 in grant funding to support housing rehabilitation for income-qualified residents. Reimbursement for staff time for both administrative and rehabilitation service deliver will reduce the General Fund expenses. All other project expenditures are reimbursed at 100% with no match required. Specific accounts related to the budget amendment can be viewed on the "Exhibit". Stakeholders can locate the IHDA Budget in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" beginning on page 25.

COMMUNITY DEVELOPMENT IMPACT: Goal H-1: Ensure the availability of safe, attractive, and high-quality housing stock to meet the needs of all current and future residents of Bloomington. Goal H-1.2: Ensure an adequate supply of affordable housing for low to moderate income households. Goal H-1.3: Create a life-long community by fostering housing stock that meets all the needs of residents of all ages and abilities.

Respectfully submitted for Council consideration.

Prepared by: Melissa Hon, Economic and Community Development Director

Reviewed by:


Chris Tomertin, Budget Manager

9/7/2021


Jeffrey R. Jurgens, Corporation Counsel

9/8/2021


Tara Henry, Legislative Assistant & Records Manager

9/8/2021

Attachments:

- E&CD 2B Resolution_SFR3
- E&CD 2C Ordinance_SFR 3
- E&CD 2D SFR 3 Disaster Funding Agreement
- E&CD 2E SFR 3G Disaster Affidavit No Change

RESOLUTION NO. 2021 - _____

**THE RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING
DEVELOPMENT AUTHORITY'S SINGLE-FAMILY REHAB PROGRAM**

WHEREAS, the City of Bloomington (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Single Family Rehab Program (the "Program"), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time.

THEREFORE, BE IT RESOLVED, that Sponsor accepts the Conditional Commitment Letter and shall enter into the Amendment to Funding Agreement ("Amendment") with the Authority, pursuant to which the Authority has agreed to increase the grant ("Grant") to the Sponsor for the Single Family Rehab Program (the "Program") in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00), which shall be used by the Sponsor to assist with repairs to rehabilitation homes within the Recipient's area, all in accordance with the terms and conditions set forth in the Amendment.

FURTHER RESOLVED, that the Mayor of the Sponsor is hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Amendment and any and all modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform its obligations under the Amendment.

FURTHER RESOLVED, that the Mayor hereby is authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendment) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVE, that the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the amendment, including those acts taken prior to the date hereof.

PASSED this 13th day of September 2021.

APPROVED this _____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2021 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2022 IN THE AMOUNT OF \$100,000**

WHEREAS, on April 12, 2021 by Ordinance Number 2021-24, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2022, which Ordinance was approved by Mayor Tari Renner on April 14, 2021; and

WHEREAS, a Budget Amendment is needed as detailed below;

Consideration to approve acceptance of the Illinois Housing Development Authority's (IHDA) Amendment to Funding Agreement to increase the grant for the Single Family Rehab Program in the amount of \$100,000, by Resolution authorizing the Mayor and City Clerk to sign and execute the Conditional Letter of Commitment and other grant documents as requested by the Economic and Community Development Department - Office of Grants Administration; and

Consideration of approving an Ordinance amending the Fiscal Year 2022 Budget in the amount of \$100,000 to adjust the IHDA fund, as requested by the Economic and Community Development Department - Office of Grants Administration.

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

Section One: Ordinance Number 2021 - 24 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2022) is further hereby amended by inserting the following line items and amounts presented in the Exhibit and in the appropriate place in said Ordinance.

Section Two: Except as provided for herein, Ordinance Number 2021-24 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2021-24.

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

PASSED this 13th day of September 2021.

APPROVED this ____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2022 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
22502520-53120-55000	IHDA	SFOOR State Grants	\$ (100,000.00)	
22502520-79020-55000	IHDA	SFOOR Loans	\$ 100,000.00	
Net Transaction:			\$ -	

AMENDMENT TO FUNDING AGREEMENT

THIS AMENDMENT TO PROGRAM FUNDING AGREEMENT (this “Amendment”), executed as of the dates set forth below and effective as of the 13th day of September, 2021 is by and between the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the “Authority”), a body politic and corporate of the State of Illinois (the “State”), created and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.* (1994) and **CITY OF BLOOMINGTON**, an Illinois unit of local government (“Sponsor”).

RECITALS

WHEREAS, the Authority is the program administrator of the Illinois Affordable Housing Program (the “Program”) authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq.*, as amended from time to time (the “Trust Fund Act”), and the rules promulgated under the Trust Fund Act (the “Trust Fund Rules”), as amended and supplemented; all capitalized terms used in this Agreement and not otherwise defined shall have the meanings established in the Trust Fund Act or, if not so established, in the Trust Fund Rules.

WHEREAS, the Sponsor and the Authority entered into a certain Funding Agreement (the “Agreement”) that was effective as of July 15, 2020 under which the Authority has agreed to make Funds (as defined in the Agreement) available to the Sponsor to be used to make Loans (as defined in the Agreement) to Households (as defined in the Agreement) in connection with making repairs to single family homes within the Sponsor’s jurisdiction (the “Project”) and for no other purpose; and

WHEREAS, the Authority and Sponsor have agreed to amend the Agreement to increase the amount of Funds by an amount not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00); and

NOW THEREFORE, in consideration of the promises and of the mutual covenants and obligations contained herein, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals/Defined Terms. The foregoing recitals are made a part of this Amendment. All capitalized terms used herein but otherwise undefined shall have the meanings given to them in the Agreement.

2. Amendments.

A. Recital B is removed in its entirety and replaced with the following:

“IHDA has issued, and the Sponsor has accepted, a conditional commitment letter dated **April 30, 2020** and **May 28, 2021** (collectively, the “Commitment”), pursuant to which IHDA has agreed to make funds available to the Sponsor (1) in the sum of **Four Hundred Forty-Four Thousand and 00/100 Dollars (\$444,000.00)** (the “SFR Funds”) to make forgivable mortgage loans (individually, a “Loan”, and collectively, the “Loans”) to certain Low Income Households (as

defined in **Paragraph 9** hereof) and Very Low Income Households (as defined in **Paragraph 9** hereof) (the “Households”) in connection with making repairs (the “Rehabilitation”) to their homes by (a) replacing costly maintenance items for the purpose of removing health and safety hazards (the “Health and Safety Rehabilitation”); or (b) if no such health and safety hazards are present, repairing or replacing the roof to mitigate damage and deterioration so that the home is, or remains eligible for insurance coverage under an HO-3 Homeowners Casualty Policy, or equivalent (the “Roof Rehabilitation”) for approximately ten (10) single family homes (the “Homes”), located in McLean County, Illinois (the “Service Area”), to be identified at a later date (the “Rehabilitation Project”); and (2) in the sum of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)** (the “DCA Funds”; together with the SFR Funds, collectively, “Funds”) to make Loans to certain Low Income Households and Very Low Income Households in connection with Health and Safety Rehabilitation or Roof Rehabilitation assistance to Households located within the Service Area following a state or federal disaster proclamation, which Households shall be identified at a later date (the “Disaster Rehabilitation Project”, together with the Rehabilitation Project, collectively, “Project”). The provision of the Funds shall be subject to the contingencies, terms and conditions set forth below.”

B. Paragraph 3, Additional Covenants, Subparagraph a is removed in its entirety and replaced with the following:

“The Sponsor shall use the SFR Funds to make Loans to Households identified and approved by the Sponsor to participate in the Rehabilitation Project and the DCA Funds to make Loans to Households identified and approved by the Sponsor to participate in the Disaster Rehabilitation Project; each such Household, as provided in the Commitment, shall be a Household whose income does not exceed the income limits for a Low Income Household or Very Low Income Household as of the date of the making of a Loan to such Household. The proceeds of the Loans shall be used only for Health and Safety Rehabilitation or Roof Rehabilitation. Funds may not be used for institutional properties, but must be for independently-owned residences. In conjunction with the execution of this Agreement, the Sponsor shall execute and deliver to IHDA the sworn certification attached to this Agreement as **Exhibit A.**”

C. Paragraph 5, Disbursement of Funds, Subparagraph c.iv shall become Subparagraph c.v, and the new Subparagraph c.iv shall be:

“For the disbursement of DCA Funds, evidence that the Home was affected by a declared disaster on or after January 1, 2019; and”

3. Other terms. All other terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect. Any references to the Agreement in any other document related to the Funds, shall mean the Agreement as amended by this Amendment.

4. Conflicts. If any provision of this Amendment conflicts with any provision of the

Agreement, the provision contained in this Amendment shall govern.

5. Authorization. Sponsor represents that they are in full compliance with the terms and conditions of the Agreement and that they have the authority to execute this Amendment.

6. Counterparts. This Amendment may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Amendment must be produced or exhibited, be the Amendment, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date first above written.

SPONSOR:

CITY OF BLOOMINGTON,
an Illinois unit of local government

By: _____
Name: Mboka Mwilambwe
Title: Mayor

Sponsor's Federal ID: 37-6001563

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Maureen G. Ohle, General Counsel

IHDA SINGLE FAMILY REHABILITATION PROGRAM

**AFFIDAVIT OF NO AMENDMENTS OR CHANGES
TO THE CORPORATE DOCUMENTS**

That to the best of my knowledge, the undersigned hereby certifies to the following:

1. There have been no changes to the Certificate of Incumbency from the officers and City Council of City of Bloomington, an Illinois unit of local government ("ULG") dated June 22nd, 2020, submitted to the Illinois Housing Development Authority (the "Authority") in connection with the ULG's participation in the Authority's Single Family Rehabilitation ("SFR"), except as detailed hereinbelow.
2. The authorization provided in the resolution dated June 24th, 2020 submitted by the ULG to the Authority with the Certificate of Incumbency on June 22nd, 2020 does not provide authorization to accept the additional funding from the Authority for the SFR. Attached hereto as Exhibit A is a new resolution adopted by the ULG on September 13th, 2021, such resolution has not been amended, rescinded or revoked and remains in full force and effect on the date hereof
3. This Affidavit is being delivered to the Authority in connection with the Amendment to Funding Agreement.

Dated this 13th, day of September, 2021.

City of Bloomington
an Illinois unit of local government

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
)
COUNTY OF McLean)

Subscribed and sworn to before me on this _____ day of _____ 2021 by
[name of signatory], the [title of signatory] of [name of government unit].

Signature of Notary Public

My Commission Expires



CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: September 13, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 1

SUBJECT: Consideration and action to postpone consideration of 1) an Ordinance Approving the Vacation of an Alley between Lot 8 of McDowell Subdivision and Lot 4 of J B Stevenson Subdivision, and 2) an Ordinance Amending the City Policy on Street & Alley Vacations, as requested by the Public Works Department.

RECOMMENDED MOTION: Consideration of the proposed Ordinances be postponed until September 27, 2021.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4c. Preservation of property/home valuations

BACKGROUND: At the City Council meeting on August 23, 2021, the Council voted to postpone consideration of an ordinance amending the City's policy on alley vacations and an ordinance vacating the alley between 508 and 514 E. Jackson Street until the meeting on September 13, 2021. Since that meeting, Public Works has been working with the petitioner on the consideration issue and more time is needed to obtain an appraisal of the property, gather information and evaluate different options. Accordingly, City staff is recommending these ordinances again be postponed for consideration until the meeting on September 27, 2021.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Brandon Gray. A public hearing on the application was held on August 9, 2021, by the Bloomington City Council. Notice of the public hearing was published in *The Pantagraph* on July 24, 2021. Notices were also sent by certified mail to 120 property owners within 500 feet of the property. No one appeared at the public hearing to speak in favor or against the proposed vacation.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:



Robert D. Yehl, Assistant Director of Public Works

9/1/2021



Chris Tomertin, Budget Manager

9/1/2021



Jeffrey R. Jurgens, Corporation Counsel

9/7/2021



Tara Henry, Legislative Assistant & Records Manager

9/8/2021



CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: September 13, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending Chapter 25 of the City Code Regarding Utility Penalties & Shutoffs, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: On March 26, 2020 the City Council approved Ordinance 2020-18, an Ordinance declaring a Local Emergency due to the COVID-19 pandemic & enacting various emergency measures. The ordinance included certain measures to mitigate the impact of the COVID-19 virus on City residents, including a moratorium on utility shutoffs and penalty assessments on overdue utility accounts. Variations of the ordinance have been in effect, but the moratorium on utility shutoffs and penalties was repealed on June 28, 2021, and replaced with measures to re-start the shutoff and penalty process beginning this month.

In accordance with the Council's actions in June, City utility customers did begin receiving notices that the shutoff and penalty process was resuming, and the City Manager enacted an Executive Order on special repayment terms. However, due to an increase in pandemic cases, as evidenced by the Governor restarting certain mitigation measures and extending the moratorium on tenant evictions, it appears it is in the best interest of the public health to extend the City moratorium on utility shutoffs and penalties through the end of September 2021.

Along with the moratorium extension, this amendment provides the City Manager with the authority to establish formal procedures for the resumption of the shutoff process, which will likely need to be in phases. The amendment also continues to provide the City Manager with the authority to enact special re-payment terms and approve settlements. Finally, once the moratorium is lifted on October 1, 2021, the amendment authorizes the City Manager to allow exemptions from shutoffs based on hardships connected directly to the pandemic. Accordingly, in addition to riding out the current spike in cases, the brief extension of the moratorium will allow City staff time to put into place the necessary protocols to restart the shutoff process, including possible exemptions where warranted. With the exemption

language, even if the spike in cases continues or appears again in the future, a blanket moratorium is unlikely to be necessary.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

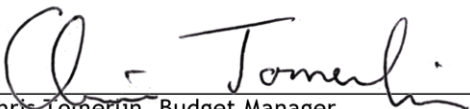
FINANCIAL IMPACT: Extending the moratorium on shutoffs could create a greater debt owed to the City, that may be potentially uncollectible. The financial strength of the City; however, rests with its residents, and it is hoped that this will be of assistance during a time of great need, and therefore will be of benefit to the entire City in the long term.

COMMUNITY DEVELOPMENT IMPACT: See BACKGROUND section of this memo.

Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:


Chris Tomerlin, Budget Manager

9/2/2021


Jeffrey R. Jurgens, Corporation Counsel

9/7/2021


Tara Henry, Legislative Assistant & Records Manager

9/9/2021

Attachments:

- FIN 3B City Utility Shut Off Ordinance

ORDINANCE NO. 2021 - ____

AN ORDINANCE AMENDING CHAPTER 25 OF THE CITY CODE REGARDING
UTILITY PENALTIES & SHUT OFFS

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter referred to as “City”) is an Illinois home-rule municipality; and

WHEREAS, as a result of the pandemic and consistent with eviction moratoriums, the City ceased utility shut offs and suspended penalties on accounts; and

WHEREAS, the City initiated internal requirements required to resume penalties and shut offs following the July 31, 2021, expiration of the ordinance suspending the practice, but due to an uptick in COVID-19 cases and renewed eviction moratoriums, the City Council finds it in the best interest of the public health to extend its moratorium through the end of September 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS as follows:

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

SECTION 2. Amendment to Chapter 25. Chapter 25, Article V, Section 27-512 [Ch. 27, Sec. 38] of the City Code shall be deleted in its entirety and replaced as follows:

27-512 [Ch. 27, Sec. 38] COVID-19 Pandemic Moratorium.

- A. All City utility shut offs for nonpayment shall be suspended from March 26, 2020, through September 30, 2021.
- B. Effective October 1, 2021, penalties, suspended from time-to-time as part of the City’s Pandemic Moratorium, shall once again begin to accrue and be assessed on City owned utility accounts that are not paid within 30 days of the due date as provided in accordance with § 27-507 of the City Code and as may be calculated and imposed via the City’s software system consistent with the shut off process.
- C. The City Manager is authorized to issue an Executive Order establishing:
(1) the procedures for shut offs, which may be in phases; (2) special repayment terms, account settlement authority, and/or payment plans for those with past-due utility bills to take into account the impact of the COVID-19 pandemic; and (3) exemptions for documented hardships related to COVID-19, including substantial loss of income, sustained loss of compensable hours or work or wages, or a substantial increase in out-of-pocket expenses directly related to the COVID-19 pandemic. Residents

or customers that have a re-payment plan in good standing with the City to cover balances due between March 26, 2020, and September 30, 2021, shall not have their City utilities shut off or penalties assessed.

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

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

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

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

SECTION 7. Effectiveness & Duration. This Ordinance shall be in full force and effect after its passage, approval, and publication as required by law.

PASSED this 13th day of September 2021.

APPROVED this _____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: September 13, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Approving a Special Use Permit for Food & Kindred Industries in the M-1 (Restricted Manufacturing) District for the Property Located at 2501 Beich Road, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 3e. Strong working relationship among the City, businesses, economic development organizations
- Objective 3a. Retention and growth of current local businesses

BACKGROUND: The Petitioner, Federico Forti on behalf of Fervalue USA, Inc., is requesting to obtain a Special Use Permit for Food & Kindred Industries in the M-1 (Restricted Manufacturing) District, for the property located at 2501 Beich Road.

The Ferrero Candy Company operates a manufacturing facility located at 2501 Beich Road, which is a similar use to previous business operations in the same space. Zoned M-1 Restricted Manufacturing District, "Food and Kindred Industries" requires a special use approval to operate. No previous special use approvals exist for the current operations as zoning text amendments in 2019 reclassified the use from permitted to special use.

The petitioner proposes a 66,180 square-foot (77,407 square-foot gross floor area including mezzanine) addition to the existing 194,546 square-foot facility adjacent the southwest corner and in proximity to Nu-Way Transportation to the south. The expansion will allow facilities to process raw materials into chocolate for other products, and includes support spaces, interior docks, warehousing and restroom facilities.

On Wednesday, August 18, 2021, the Zoning Board of Appeals held an administrative public hearing, found the request met the Standards for a Special Use, and voted 5 - 0 to recommend approval of the Special Use to the City Council.

For more detailed information, please see the attached Staff Memorandum to the Zoning Board of Appeals and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, August 2, 2021, courtesy notices were mailed to 40 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: ED-1.1 Focus on retention and expansion of existing businesses. ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

Respectfully submitted for Council consideration.

Prepared by: Kimberly Smith, Asst Economic & Community Development Director

Reviewed by:


Melissa Hill, Economic and Community Development Director

9/4/2021


Chris Tomertin, Budget Manager

9/7/2021

George Boyle
George Boyle, Assistant Corporation Counsel

9/8/2021


Tara Henry, Legislative Assistant & Records Manager

9/8/2021

Attachments:

- E&CD 1B Staff Report SP-06-21_2501 Beich Road
- E&CD 1C DRAFT minutes 8.18.21 - SP-06-21
- E&CD 1D Ordinance SP-06-21
- E&CD 1E Exhibit B_AFB_Site Plan-ZONING2
- E&CD 1F Exhibit B_part 2_AFB_Landscape Plan-ZONING
- E&CD 1G Exhibit B_part 3_Elevation



ZONING BOARD OF APPEALS

TO: Zoning Board of Appeals
FROM: Economic & Community Development Department
DATE: August 18, 2021
CASE NO: SP-06-21, Special Use
REQUEST: Public hearing, review, and action on a petition submitted by Federico Forti on behalf of Fervalue USA, Inc. for a Special Use Permit for Food & Kindred Industries in the M-1, Restricted Manufacturing District, for the property located at 2501 Beich Road, Bloomington, IL 61705, PIN: 21-18-451-003 (Ward 2).



Above: 2501 Beich Road (source: Google Maps)

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, August 2, 2021. Courtesy notices were mailed to 40 property owners within 500 feet of the subject property.

PROPERTY INFORMATION

Subject Property: 2501 Beich Road
Applicants: Federico Forti on behalf of Fervalue USA, Inc.
Existing Zoning: M-1, Restricted Manufacturing District
Existing Land Use: Food and Kindred Use (factory)
Property Size: 49.86 acres
PIN: 21-18-451-003

SURROUNDING ZONING AND LAND USES

	Zoning	Land Uses
North	M-1 Restricted Manufacturing District	Offices (Labor Union)
South	M-1 Restricted Manufacturing District	Nu-Way Warehouse and Transportation
East	P-2, Public Lands and Institutions and County A	I-55/I-74 Interchange
West	P-2, Public Lands and Institutions, R-2 Mixed Residential, and R-1C Single-Family Residence and County A	Single-family detached, Pepper Ridge Elementary School and Park (both separated from site by railway right-of-way)

PROJECT DESCRIPTION

Background:

The Ferrero Candy Company operates a manufacturing facility located at 2501 Beich Road, which is a similar use to previous business operations in the same space. Zoned M-1 Restricted Manufacturing District, “Food and Kindred Industries” require a special use approval to operate. No previous special use approvals exist for the current operations as zoning text amendments in 2019 reclassified the use from permitted to special use.

Petitioner’s request:

The petitioner proposes a 66,180 square-foot (77,407 square-foot gross floor area including mezzanine) addition to the existing 194,546 square-foot facility adjacent the southwest corner and in proximity to Nu-Way Transportation to the south. The expansion will allow facilities to process raw materials into chocolate for other products and includes support spaces, interior docks, warehousing and restroom facilities.

A legislative site plan review approval or public hearing through the Planning Commission is not required for properties located in the M-1 Restricted Manufacturing District, yet the special use approval should consider the proposed site plan to ensure the proposed special use is suitable for the site. For reference, applicable site development standards dictated in Municipal Code Section 44-603 and the Off-Street Parking requirements of Article XII are noted for compliance reference.

Bulk Standards and Off-Street Parking Requirements

Standard	Required	Provided	Comments
Min. Lot Area (sq ft)	N/A	2,171,902	Compliant
Min. Lot Width (feet)	N/A	~2000	Compliant
Min. Lot Depth (feet)	N/A	~1300	Compliant
Front Yard (feet)	20	~750(addition)	Compliant
Side Yard (feet)	5	~150 (addition)	Compliant
Rear Yard (feet)	5	~500 (addition)	Compliant
Off-Street Parking 1 space per 1,000 GFA	272 (271,953 sq ft)	152	Not Compliant

Of the above standards, the Off-Street parking requirement has not been met. The petitioner has coordinated with the adjacent Nu-Way Transportation to have a lot with an additional 308 spaces immediately adjacent the new drive, which is under construction currently. The petitioner has provided a Parking Lease Agreement to secure the spaces in accordance to Municipal Code Section 44-1204 for Shared Parking Facilities.

It is additionally noted that the requirements of Article XIII Landscaping and screening are triggered due to the size of the addition. Municipal Code Section 44-1302 requires the provisions of the article are required when an existing structure is enlarged by more than 20% of Gross Floor Area. The addition enlarges the structure by 38.9% and requires all landscape and screening conditions be met. As proposed, the landscape plan is deficient, and would require revision through the building permit process for approval.

Compliance with the Comprehensive Plan:

The comprehensive plan designation for this location is “employment center;” the request is consistent with the comprehensive plan.

STANDARDS FOR REVIEW

The requested special use is subject to the standards for granting a special use (Chapter 44, 17-7).

Ch. 44, 17-7 Special uses.

For each special use application, the Board of Zoning Appeals shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein. No special use application shall be recommended by the Board of Zoning Appeals for approval unless all of the following factors are found:

1. *That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare.* The request involves the expansion of an operating food manufacturing plant. The proposed expansion of the use is similar in nature to how the property has historically operated and other surrounding uses. **The standard is met.**
2. *That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.* The site is somewhat isolated to other properties with a railway separating it from adjacent homes. The newly constructed addition does not encroach any further to the residences, and the site overall remains underdeveloped with significant open space. **The standard is met.**
3. *That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.* The food manufacturing operations is not a new use of the site, which has historically been food manufacturing. The addition will not impede adjacent properties. **The standard is met.**
4. *That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.* Relocation of the entry drive and required stormwater detention meet the code construction requirements and will be thoroughly reviewed through the permit process. **The standard is met.**
5. *That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.* No additional ingress or

egress is requested as a part of the construction, and the relocation will not negatively affect the adjacent public trail. **The standard is met.**

6. *That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137).* The proposed special use is subject to and adherent with the regulations of the M-1 District. Other applicable site plan development standards including off-street parking, landscape and lighting will be addressed with building permits. **The standard is met.**

STAFF RECOMMENDATION

Staff finds that the application meets the standards for a special use and recommends its approval. Staff recommends the Board take the following actions:

Motion to establish findings of fact.

Motion to approve the petition for a Special Use Permit for Food & Kindred Industries in the M-1, Restricted Manufacturing District, for the property located at 2501 Beich Road, Bloomington, IL 61705, PIN: 21-18-451-003 (Ward 2), with the following conditions:

1. Submit a landscape plan for approval prior to receipt of a building permit.
2. The existing ingress and egress that overlaps the trail will be maintained per code requirements.

Respectfully submitted,

Joe Hennerfeind, AICP
Interim City Planner

Attachments:

- Site plan and elevations
- Aerial map
- Zoning map
- Neighborhood notice and map

- C. **Z-19-21** Public hearing, review, and action on a petition submitted by Judith Webster for a variance from Chapter 44, Division 12-6A to allow for the construction of a second driveway opening on a residential property less than 100 feet in width, in the R-2 (Mixed Residence) zoning district, for the property located at 911 W Grove Street, Bloomington, IL 61701, PIN: 21-05-434-034 (Ward 6).

Interim City Planner Joe Hennerfeind presented the staff report with a recommendation to approve the variance request.

Ms. Harris clarified with staff, that a legal nonconforming property is something built or subdivided prior to the present code.

Petitioner Ms. Judith Webster, of 911 W. Grove, was sworn in for testimony. She stated this is a recent purchase; was a former rental. The tenant graveled in the west side. She checked with the City to see if she could convert the gravel to a driveway. She indicated she is flexible on the driveway location. She started with a permit that was denied and is holding for approval of a variance.

There was no public testimony.

Mr. Straza motioned to accept the findings of fact as presented. Mr. Noonan seconded. Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Mr. Noonan - Yes, Ms. Williams - Yes, and Chairperson Ballantini - Yes. The motion was approved (5-0-0).

Mr. Noonan motioned to approve the variance requested. Ms. Harris seconded. Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Mr. Noonan - Yes, Ms. Williams - Yes, and Chairperson Ballantini - Yes. The motion was approved (5-0-0).

- E. **SP-06-21** Public hearing, review, and action on a petition submitted by Federico Forti on behalf of Fervalue USA, Inc. for a special use permit for food & kindred industries in the M-1 Restricted Manufacturing District, for the property located at 2501 Beich Road, Bloomington, IL 61705, PIN: 21-18-451-003 (Ward 2).

Interim City Planner Joe Hennerfeind presented the staff report with a recommendation to approve the special use request.

Chairperson Ballantini clarified the parking requirement, and that an updated landscaping plan would be submitted prior to the building permit.

Petitioner Federico Forti, of Fervalue USA, Inc., was sworn in for testimony. He explained current production at the plant, and that the next step is to produce their own chocolate at the factory. This is the reason for the expansion.

There was no public testimony.

Mr. Noonan motioned to accept the findings of fact as presented. Ms. Harris seconded. Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Mr. Noonan - Yes, Ms. Williams - Yes, and Chairperson Ballantini - Yes. The motion was approved (5-0-0).

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE ZONING BOARD OF APPEALS OF BLOOMINGTON, ILLINOIS

WEDNESDAY, AUGUST 18, 2021

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Ms. Harris motioned to approve the variance requested. Mr. Noonan seconded. Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Mr. Noonan - Yes, Ms. Williams - Yes, and Chairperson Ballantini - Yes. The motion was approved (5-0-0).

Chairperson Ballantini thanked the petitioner for their investment in the community.

NEW BUSINESS

No items.

OLD BUSINESS

No items.

ADJOURNMENT

Ms. Harris motioned to adjourn. Mr. Noonan seconded. All were in favor. The meeting was adjourned at approximately 6:30 PM.

DRAFT

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE ZONING BOARD OF APPEALS OF BLOOMINGTON, ILLINOIS

WEDNESDAY, AUGUST 18, 2021

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ORDINANCE NO. 2021 - _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR FOOD & KINDRED
INDUSTRIES IN THE M-1 (RESTRICTED MANUFACTURING) DISTRICT,
FOR THE PROPERTY LOCATED AT 2501 BEICH ROAD**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition and site plan requesting approval of a Special Use Permit for Food & Kindred Industries in the M-1 (Restricted Manufacturing) District, for certain premises hereinafter described in Exhibit A; and

WHEREAS, said petition included a site plan and elevations illustrated in Exhibit B, hereinafter referred to as the “Plan” and attached hereto and made part hereof by this reference; and

WHEREAS, after proper notice was given, the Bloomington Zoning Board of Appeals conducted a public hearing on said petition and plan, and at said public hearing, the Bloomington Zoning Board of Appeals, made findings of fact that such use and plan complied with the standards for granting approval of a Special Use permit found in Chapter 44 Division 17-7 of the Bloomington City Code; and

WHEREAS, the Bloomington Zoning Board of Appeals also recommended that the City Council adopt the additional conditions 1) submit a landscape plan for approval prior to receipt of a building permit and 2) the existing ingress and egress that overlaps the Constitution Trail will be maintained per code requirements; and,

WHEREAS, the City Council of the City of Bloomington has the power to pass this Ordinance and approve this special use with the recommended conditions.

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

1. The above recitals are hereby incorporated into this Ordinance.
2. The City Council adopts the findings of fact for the Special Use Permit as recommended by the Zoning Board of Appeals.
3. The City Council hereby approves the Special Use Permit for Food & Kindred Industries for the property at 2501 Beich Road, legally described in Exhibit A and depicted in Exhibit(s) B with the conditions recommended by the Planning Commission that 1) a landscape plan be submitted for approval prior to receipt of a building permit and, 2) the existing ingress and egress that overlaps the Constitution Trail will be maintained according to code requirements.
4. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 13th day of September 2021.

APPROVED this _____ day of September 2021.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

Exhibit A

LEGAL DESCRIPTION: (per Special Warranty Deed, Doc. #2018-5455)

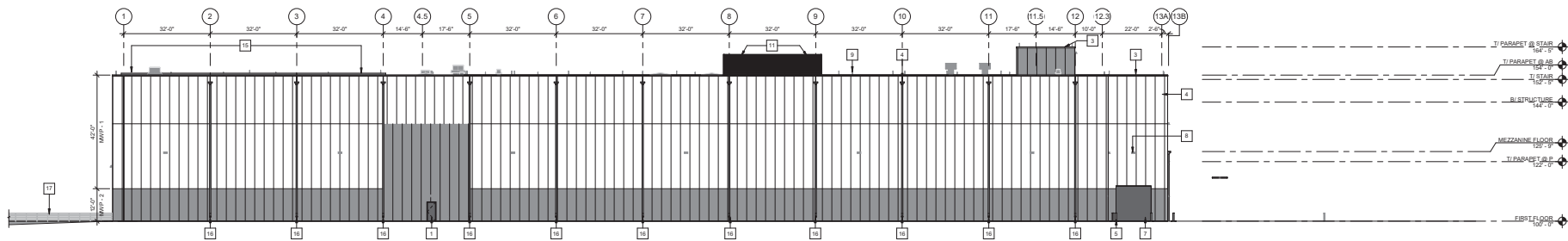
TRACT NO. 1: Lot 1 in Industrial Park Subdivision to the City of Bloomington, In McLean County Illinois.

TRACT NO. 2: Part of Lot 5 in Access Park Subdivision in Section 19, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest Corner of Lot 5 in Access Park Subdivision; thence, South 65° 2' 02" East, 139.92 feet on the North line of said Lot 5; thence, South 80° 35' 31" West, 26.85 feet; thence, North 65° 27' 07" West, 117.64 feet parallel with said North line of Lot 5 to the West line of said Lot 5; thence, North 24° 29' 55" East, 15.00 feet to the Point of Beginning, in McLean County, Illinois.

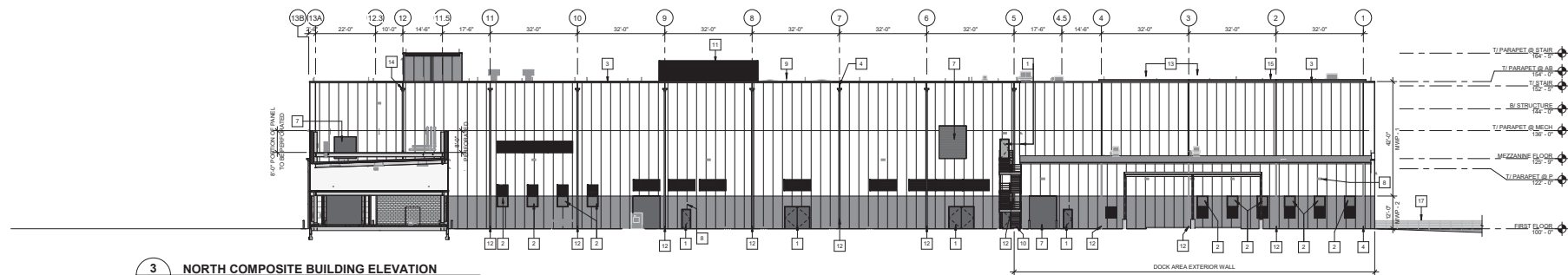
PIN: 21-18-451-003



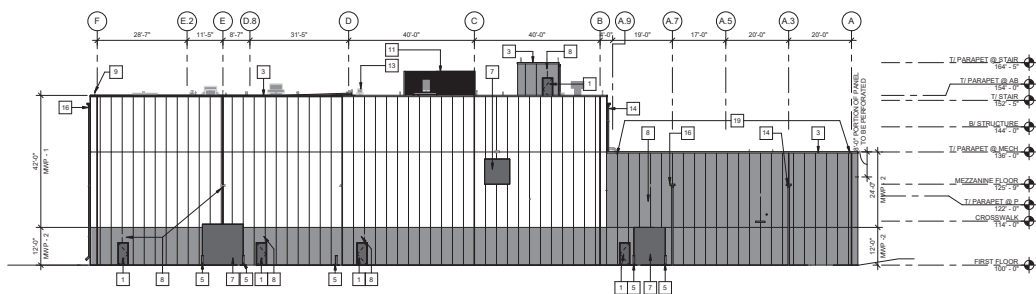
APPLICANT
THE AUSTIN COMPANY
6095 PARKLAND AVENUE
CLEVELAND OH 44124



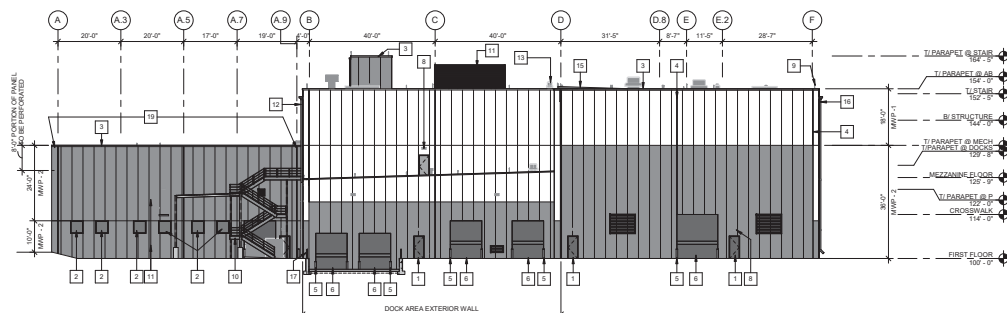
4 SOUTH COMPOSITE BUILDING ELEVATION
SCALE: 1/16" = 1'-0"



3 NORTH COMPOSITE BUILDING ELEVATION
SCALE: 1/16" = 1'-0"



2 EAST COMPOSITE BUILDING ELEVATION
SCALE: 1/16" = 1'-0"



1 WEST COMPOSITE BUILDING ELEVATION
SCALE: 1/16" = 1'-0"

EXTERIOR ELEVATION NOTES

1. HOLLOW METAL DOOR AND FRAME (REFER TO DOOR SCHEDULE)
2. ALUMINUM STOREFRONT WINDOW WITH 1" INSULATED LOW E GLAZING
3. METAL COPING COLOR TO MATCH MWP COLOR BELOW
4. METAL PANEL (REFER TO DETAIL 6A-100-05-10)
5. 6" DIAMETER 4'-0" HEIGHT ISLAND W/ FOUNDATION (ONE AT EACH SIDE OF OPENING, TYPICAL)
6. RAINWATER DRAIN (REFER TO DOOR SCHEDULE)
7. COLLING STEEL OVERHEAD DOOR (REFER TO DOOR SCHEDULE)
8. EXTERIOR LIGHT FIXTURE (REFER TO ELECTRICAL)
9. LIGHTING PROTECTION (REFER TO ELECTRICAL)
10. PREFABRICATED STEEL STAIR AND LANDINGS WITH BAR GRATING
11. ROOF EQUIPMENT SCREEN
12. THRUWALL SCUPPER AND DOWNSPOUT TO UNDERGROUND STORM DRAIN (SEE CIVIL FOR BOOT AND CONNECTION TO UNDERGROUND STORM)
13. MECHANICAL EQUIPMENT (REFER TO MECHANICAL)
14. THRUWALL SCUPPER AND DOWNSPOUT TO ROOF BELOW (PROVIDE SPLASHBLOCK)
15. REMOVABLE PORTION OF ROOF (REFER TO ROOF PLAN FOR DETAILS)
16. THRUWALL SCUPPER AND DOWNSPOUT TO GRADE BELOW (PROVIDE SPLASHBLOCK)
17. METAL GUARDRAIL IN CONCRETE RETAINING WALL 18. TOP 4'-0" OF PANEL AT MECHANICAL ROOF TOP YARD 161 TO BE PERFORATED METAL PANEL (BASIS OF DESIGN ECODESIGN C3 - W60 COLOR TO MATCH MWP-2)

REV	DATE	DOC REL #	DESCRIPTION

FERRERO ENGINEERING IN-ARCHITECTURE TEAM	
CHOCOLATE FACTORY 2501 BEICH RD. BLOOMINGTON, IL 61705	
ZBA 07/14/2021 NOT FOR CONSTRUCTION	
Company:	FERRERO TECHNICAL SERVICES SRL
General Contractor:	THE AUSTIN COMPANY
Project By:	Consultants
Project #	21323
Project Manager	MATT GIBBONS
Lead:	A. AMAIEI
Sheet:	ID Drawing: A-100-03-100
Date:	
Revision:	
Chief:	J. SZABO-STULL
Sheet title:	COMPOSITE BUILDING ELEVATIONS
Measure Units:	IMPERIAL
Scale:	As indicated
Drawing owned by Ferrero Technical Services srl. Reproduction prohibited by law.	



CONSENT AGENDA ITEM NO. 7.M

FOR COUNCIL: September 13, 2021

SPONSOR: Legal Department and Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending Bloomington City Code Chapter 1 Regarding Administrative Adjudication, as requested by the Legal Department and the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4c. Preservation of property/home valuations

BACKGROUND: In 2015, the City Council put into place its Administrative Court to handle and process various violations of the City Code, including behavioral tickets and housing-related issues. Over the course of the last couple of years, due to the pandemic, the City has at times held its Administrative Court virtually. The proposed amendments clarify that this practice may continue and that the hearing officer can adopt rules of procedure for hearings, whether in person or virtually.

To further streamline the administrative court process, and to maintain consistency with existing practices, City staff is also recommending amendments to provides more detail and clarity on the ability of offenders to settle cases prior to appearing in court, the timing of cases, update definitions and outline the plea bargain process, including the involvement of the Economic & Community Development in the settlement of housing cases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

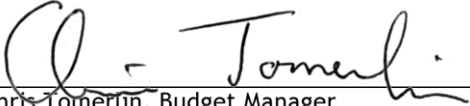
FINANCIAL IMPACT: No financial impact is anticipated by the proposed ordinance.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:



Chris Tomerlin, Budget Manager

9/8/2021



Kara Henry, Legislative Assistant & Records Manager

9/9/2021

Attachments:

- LGL 1B 2021 Ordinance on Administrative Adjudication

ORDINANCE NO. 2021 - _____

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE
CHAPTER 1 REGARDING ADMINISTRATIVE ADJUDICATION

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois (additions are indicated by underlining; deletions are indicated by strikeouts):

SECTION 1. That Bloomington City Code Chapter 1, shall be amended by modifying Section 9 as follows:

- A. Any City employee or other person designated by the City Manager may issue citations to persons who are believed to have violated the sections of the Bloomington City Code hereinafter specified. The citations may give the alleged violator the option to settle the case by paying the a fine, as outlined in the applicable section of the City Code, ~~set forth in Subsection F~~ if payment is made within the time and in the manner set forth in Subsection B of this section. As used in this Chapter, "behavioral ordinance violations" shall refer to violations of the provisions set forth in Chapter 28 of the City Code and other violations of the City Code directly involving the person or body and shall exclude housing ordinance violations. As used in this Chapter, "housing ordinance violations" shall refer to violations of the City Code involving real property, property maintenance, building code as defined in Section 9.1, inoperable vehicles, zoning, offenses of Chapter 45, and similar building, property and maintenance offenses.
- B. Citations for behavioral ordinance violations may be settled by payment of the fine indicated on the citation if ~~Payments in settlement of violations set forth in Subsection F shall be made~~ within 15 days after the date the citation was issued to the person accused of such violation. Payment shall be made by cash, credit card or check made payable to the City of Bloomington. Failure to make payment within the said fifteen-day period will result in referral of the citation to the Legal Department for further action.
- C. The original copy of any citation issued pursuant to this section shall be delivered to the Finance Department. The Finance Department shall hold citations for the fifteen-day period allowed for settlement by payment of the fine and at the end of that period of time the citation shall be delivered to the Legal Department for the filing of a complaint for ordinance violation in either the City's Administrative Court or the McLean County Circuit Court.
- D. For citations for behavioral ordinance violations, at ~~At~~ the discretion of the corporation counsel or his or her designee, citations may be settled by the entry of a plea agreement in either administrative court or circuit court, whichever is applicable, ~~payment of the fine provided in Subsection F~~ or by alternative disposition as provided in Subsection G. The corporation counsel or his or her designee may dismiss behavioral cases or decline settlement offers where deemed in the best interests of the City. ~~elect to reject the settlement of any violation of the sections of the City Code specified in Subsection F and proceed~~

~~to filing a complaint for such violation in the McLean County Circuit Court. To the extent the provisions of this subsection conflict with any other provisions of the City Code, the provisions of this subsection shall govern and control.~~

- E. ~~For citations for housing ordinance violations, at the discretion of the corporation counsel or his or her designee, and upon consultation with the Director of the Department of Economic & Community Development, or his or her designee, citations may be settled by the entry of a plea agreement in either administrative court or circuit court, whichever is applicable, The corporation counsel or his or her designee may dismiss housing cases or decline settlement offers where deemed in the best interests of the City. The amount stated in Subsection F shall be the fine for settlement pursuant to the provisions of this section notwithstanding that the fine stated for such violation in another section of the code may be lower than the fine stated in this section. To the extent the provisions of this subsection conflict with any other provisions of the City Code, the provisions of this subsection shall govern and control.~~
- F. ~~The violations for which citations may be issued and the fines which shall be paid to settle the case are as follows: [Intentionally Left Blank]~~
- G. Any citation for a behavioral ordinance violation issued pursuant to this section may be settled by alternative disposition. As defined in this section:

ALTERNATIVE DISPOSITION. Community service, counseling, and/or education programs.

COMMUNITY SERVICE.

- (1) Any reasonable public service work, including, but not limited to, the picking up of litter in public parks or along public highways or the maintenance of public facilities;
- (2) The performance of hours of service with an agency, organization or school approved for participation in the City of Bloomington Alternative Disposition Program by the corporation counsel or his or her designee.
- (3) Each eight hours of community service shall be the equivalent of \$100 in fines.

COUNSELING. Participation in a drug or alcohol counseling or treatment program approved for participation in the City of Bloomington Alternative Disposition Program by the corporation counsel or his or her designee.

EDUCATION PROGRAM. Any curriculum, course of study, or class approved for participation in the City of Bloomington Alternative Disposition Program by the corporation counsel or his or her designee. Such programs may include, but are not limited to, job training, literacy, smoking cessation, and general education degree courses.

- H. When imposing a sentence following conviction for violation of any behavioral ordinance violation contained in this Code, the Court may, upon recommendation by the corporation counsel, impose a sentence of alternative

disposition as defined in Subsection G. Each eight hours of community service shall be the equivalent of \$100 in fines. Defendant shall pay all court costs.

SECTION 2. That Bloomington City Code Chapter 1, shall be amended by adding a new definition under Section 9.1(A) as follows:

CITY PROSECUTOR. An attorney licensed to practice law in Illinois, designated by the Corporation Counsel, to represent the City in the City's administrative adjudication court. Upon consultation with the City Manager, the City Prosecutor shall have discretion to determine how the City proceeds on cases and to offer plea agreements resolving citations to the Hearing Officer.

SECTION 3. That Bloomington City Code Chapter 1, shall be amended by amending Section 9.1(E)(5) as follows:

Parties shall be given notice of the hearing which includes the type and nature of the Code violation to be adjudicated, the date and location of the hearing, the legal authority and jurisdiction under which the hearing is to be held, and the penalties for failure to appear at the hearing. At the first appearance, the alleged violator shall admit or deny whether the alleged violation(s) exist. For housing ordinance violations, if the alleged violator admits the existence of the violation(s), a compliance date shall be set by the Administrative Law Judge by which the alleged violator must remedy the violations. If the alleged violator denies the existence of the violations(s), an adjudicatory hearing will be set at which time the Administrative Law Judge will determine whether the violations exist. Upon a finding that the code violation(s) exists at the time of the adjudicatory hearing, the Administrative Law Judge shall order the alleged violator to remedy the violations by a date certain and set the matter for a compliance hearing. An adjudicatory hearing shall be held within 60 days of the issuance of the summons and violation notice. The Administrative Law Judge may grant a continuance by either party for good cause shown.

SECTION 4. That Bloomington City Code Chapter 1, shall be amended by amending Section 9.1(H)(1) as follows:

The case for the City may be presented by an attorney designated by the City Manager. However, in no event shall the case for the City be presented by an employee of the Code Hearing Division. The case for a dwelling property owner involving a housing ordinance ~~Code~~ violation may be presented by the owner, his attorney, or any other agent or representative as allowed by law. The case for an alleged violator involving a behavioral ordinance ~~Code~~ violation may be presented by the alleged violator or his attorney.

SECTION 5. That Bloomington City Code Chapter 1, shall be amended by amending Section 9.1(K)(2) as follows:

For violations of a building code or property code, the Code violation has been removed or remedied by the alleged violator at the time of the first court appearance hearing, but only if the alleged violator has not had a Code violation

within the previous 24 months. The violator shall be required to provide proof of compliance.

SECTION 5. That Bloomington City Code Chapter 1, shall be amended by amending Section 9.1(L)(3) as follows:

Unless a finding of not liable is made by the Administrative Law Judge pursuant to Section (K)(1), the Administrative Law Judge shall order payment of court costs in the amount of \$110. The costs shall become an amount due and owing to the City and shall be part of the order issued against the violator.

SECTION 6. That Bloomington City Code Chapter 1, shall be amended by adding a new subsection (3) under Section 9.1(B) and a new subsection (8) under Section 9.1(C) as follows:

9.1(B)(3) Hearings may either be held in person at a location designated by the Corporation Counsel or held electronically as designated by the Corporation Counsel.

9.1(C)(8) Adopt rules of procedures for hearings, whether in-person or virtually.

SECTION 7. That Bloomington City Code Chapter 1, shall be amended by amending Section 9.1(C)(6) as follows:

C. Powers of the Hearing Officer. The Administrative Law Judge shall have the following powers:

6. Impose court costs in the amount of \$110 for each case that appears in Administrative Court. When a violation is not abated and/or behavioral fine is not paid in full prior to the first court appearance in Administrative Court, the minimum penalties shall be imposed consistent with applicable Code provisions and upon finding a party liable for the charged violation. In lieu of court costs, the Administrative Law Judge may approve a plea agreement in ~~behavioral~~ cases if offered by both the City Prosecutor ~~attorney representing the City~~ and the defendant. The maximum monetary fine under this section shall not exceed \$50,000 per violation. The fine shall be exclusive of costs of enforcement or costs imposed to secure compliance with the City's ordinances and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the municipality.

SECTION 8. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 9. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 10. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 11. This Ordinance shall take effect after its approval and publication as required by law.

PASSED this 13th day of September 2021.

APPROVED this _____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.N

FOR COUNCIL: September 13, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 3

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

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

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

-Objective 3a. Retention and growth of current local businesses

BACKGROUND: Public Works is recommending an Ordinance approving the Final Plat of the Second Addition to Harvest Point Subdivision, subject to the petitioner providing the necessary tap on fees.

Harvest Pointe Subdivision is located north of Empire Street (Route 9) and east of Towanda-Barnes Road. The proposed final plat facilitates the creation of 47 residential lots and 3 outlots. The lot configuration is consistent with the Subdivision's Amended Preliminary Plan approved by Council on January 25, 2021. The existing Parcel Identification Numbers (PINs) for the property being subdivided is 15-32-351-001, 15-32-376-019 and 15-32-376-020.

The zoning in this area is B-1 General Commercial District. Approval of this final plat will facilitate new residences. The proposed use is permitted in this zoning district. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plat. This is a Tier 1 Infill Redevelopment priority area.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: RBJ Investments, LLC. A preliminary plan for this subdivision was approved in January 2021 following a public hearing with the Planning Commission in January 2021.

FINANCIAL IMPACT: RBJ Investments, LLC, paid all survey and plat costs. Sureties are due as part of this subdivision. See tap-on/surety attachment for additional information. Approval of the Final Plat will facilitate the construction of new residential housing.

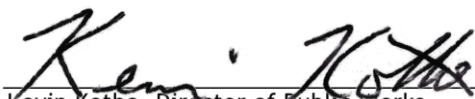
COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan designation of the subject property is Emerging Area, New Neighborhood. The development is consistent with: Goal, H-1. Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington. Objective, H-1.1 Ensure that the

housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits. Objective UEW-1.2b Prioritize new development where City services are available or can be extended efficiently and economically. The subject property is a Tier 1 Infill Development Priority in Bloomington's Emerging Area.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:


Kevin Kothe, Director of Public Works

8/27/2021


Chris Tomerlin, Budget Manager

8/29/2021

George Boyle
George Boyle, Assistant Corporation Counsel

8/30/2021


Tara Henry, Legislative Assistant & Records Manager

9/8/2021

Attachments:

- PW 3B Ordinance and Legal Description_Second Addition to Harvest Pointe Subdivision Final Plat Ordinance 09132021
- PW 3C Final Plat_Second Addition to Harvest Pointe Subdivision Final Plat Ordinance 09132021
- PW 3D Owners Petition_Second Addition to Harvest Pointe Subdivision Final Plat Ordinance 09132021
- PW 3E County Clerks Certificate_Second Addition to Harvest Pointe Subdivision Final Plat Ordinance 09132021
- PW 3F Owners Certificate_Second Addition to Harvest Pointe Subdivision Final Plat Ordinance 09132021
- PW 3G School District Certificate_Second Addition to Harvest Pointe Subdivision Final Plat Ordinance 09132021
- PW 3H Final Plat Checklist_Second Addition to Harvest Pointe Subdivision Final Plat Ordinance 09132021
- PW 3I Final Plat Map_Second Addition to Harvest Pointe Subdivision Final Plat Ordinance 09132021
- PW 3J Tap On Memo_Second Addition to Harvest Pointe Subdivision Final Plat Ordinance 09132021
- PW 3K Drainage Statement_Second Addition to Harvest Pointe Subdivision Final Plat Ordinance 09132021

ORDINANCE NO. 2021 - ____

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE SECOND ADDITION
TO HARVEST POINTE SUBDIVISION**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Second Addition to Harvest Pointe Subdivision, dated July 6, 2021, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

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

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

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

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

SECTION 2. That the Final Plat of Second Addition to Harvest Pointe Subdivision, dated July 6, 2021 is hereby approved.

SECTION 3. This ordinance shall be effective immediately upon passage and approval.

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

PASSED this 13th day of September 2021.

APPROVED this ____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Description of Property

Tract 1:

A part of the Southwest Quarter of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the intersection of the North Right-of-Way Line of Illinois Route 9 (Route F.A.P. 693) according to the Deed recorded as Document No. 95-5263 in the McLean County Recorder's Office, with the East Line of a parcel of land conveyed to St. Patrick's Roman Catholic Congregation of Merna by Deed recorded as Document No. 97-3108 in said Recorder's Office. From said Point of Beginning, thence north 369.98 feet along said East Line to the Southwest Corner of Lot 148 in Harvest Pointe Subdivision according to the plat thereof recorded October 31, 2006 as Document No. 2006-30281 in said Recorder's Office; thence east 468.02 feet along the South Lines of Lots 148 through 158, inclusive, in said Harvest Pointe Subdivision which forms an angle to the left of 89°-59'-16" with the last described course to the Southeast Corner of said Lot 158, also being on the West Line of Harvest Pointe Boulevard; thence south 183.00 feet along said West Line which forms an angle to the left of 90°-00'-00" with the last described course; thence west 10.50 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course; thence south 60.00 feet along said East Line which forms an angle to the left of 270°-00'-00" with the last described course; thence east 10.50 feet along a line which forms an angle to the left of 270°-00'-00" with the last described course; thence south 124.08 feet along said West Line of Harvest Pointe Boulevard which forms an angle to the left of 90°-00'-00" with the last described course; thence southwest 20.94 feet along said West Line of Harvest Pointe Boulevard which forms an angle to the left of 134°-15'-35" with the last described course to said North Right-of-Way Line of Illinois Route 9; thence west 453.10 feet along said North Right-of-Way Line which forms an angle to the left of 134°-15'-35" with the last described course to the Point of Beginning, containing 4.023 acres, more or less.

Tract 2:

Lot 1 in Harvest Pointe Commercial Subdivision according to the plat thereof recorded January 16, 2007 as Document No. 2007-1303 in the McLean County Recorder's Office, McLean County, Illinois;

And

A part of the Southwest Quarter of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Outlot 100 in Harvest Pointe Subdivision according to the Plat recorded as Document No. 2006-30281 in the McLean County Recorder's Office. From said Point of Beginning, thence north 411.35 feet along the West Line of said Outlot 100 to the South Line of Lot 116 in said Harvest Pointe Subdivision; thence west 1032.58 feet along the South Lines of Lots 116 through 101, inclusive, in said Harvest Pointe Subdivision which form an angle to the right of 90°-00'-00" with the last described course to the Southwest Corner of said Lot 101, being on the East Line of Harvest Pointe Boulevard; thence south 183.00 feet along said East Line which forms an angle to the right of 90°-00'-00" with the last described

course to the Northwest Corner of Stonehouse Court; thence east 150.00 feet along the North Line of said Stonehouse Court which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Northeast Corner thereof; thence south 205.54 feet along the East Line of said Stonehouse Court and the East Line of Lot 1 in Harvest Pointe Commercial Subdivision according to the plat thereof recorded January 16, 2007 as Document No. 2007-1303 in the McLean County Recorder's Office which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course to the North Right-of-Way Line of Illinois Route 9 (Route F.A.P. 693); thence east 882.88 feet along said North Right-of-Way Line which forms an angle to the right of $91^{\circ}-28'-50''$ with the last described course to the Point of Beginning, containing 8.733 acres, more or less.

SECOND ADDITION TO HARVEST POINTE SUBDIVISION

PART OF SW 1/4 SECTION 32, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

Surveyor's Declaration

The following described property has been surveyed and platted under my direction:

Tract 1:

A part of the Southwest Quarter of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the intersection of the North Right-of-Way Line of Illinois Route 9 (Route F.A.P. 693) according to the Deed recorded as Document No. 95-5263 in the McLean County Recorder's Office, with the East Line of a parcel of land conveyed to St. Patrick's Roman Catholic Congregation of Merna by Deed recorded as Document No. 97-3108 in said Recorder's Office. From said Point of Beginning, thence north 369.98 feet along said East Line to the Southwest Corner of Lot 148 in Harvest Pointe Subdivision according to the plat thereof recorded October 31, 2006 as Document No. 2006-30281 in said Recorder's Office; thence east 483.02 feet along the South Lines of Lots 148 through 158, inclusive, in said Harvest Pointe Subdivision which forms an angle to the left of 89°-59'-16" with the last described course to the Southeast Corner of said Lot 158, also being on the West Line of Harvest Pointe Boulevard; thence south 183.00 feet along said West Line which forms an angle to the left of 90°-00'-00" with the last described course; thence west 10.50 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course; thence south 60.00 feet along said East Line which forms an angle to the left of 270°-00'-00" with the last described course; thence east 10.50 feet along a line which forms an angle to the left of 270°-00'-00" with the last described course; thence south 124.08 feet along said West Line of Harvest Pointe Boulevard which forms an angle to the left of 90°-00'-00" with the last described course; thence southwest 20.94 feet along said West Line of Harvest Pointe Boulevard which forms an angle to the left of 134°-15'-35" with the last described course to said North Right-of-Way Line of Illinois Route 9; thence west 453.10 feet along said North Right-of-Way Line which forms an angle to the left of 134°-15'-35" with the last described course to the Point of Beginning, containing 4.023 acres, more or less.

Tract 2:

Lot 1 in Harvest Point Commercial Subdivision according to the plat thereof recorded January 16, 2007 as Document No. 2007-1303 in the McLean County Recorder's Office, McLean County, Illinois.

And

A part of the Southwest Quarter of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Outlot 100 in Harvest Pointe Subdivision according to the Plat recorded as Document No. 2006-30281 in the McLean County Recorder's Office. From said Point of Beginning, thence north 411.35 feet along the West Line of said Outlot 100 to the South Line of Lot 116 in said Harvest Pointe Subdivision; thence west 1032.58 feet along the South Lines of Lots 116 through 101, inclusive, in said Harvest Pointe Subdivision which form an angle to the right of 90°-00'-00" with the last described course to the Southwest Corner of said Lot 101, being on the East Line of Harvest Pointe Boulevard; thence south 183.00 feet along said East Line which forms an angle to the right of 90°-00'-00" with the last described course to the Northeast Corner of Stonehouse Court; thence east 150.00 feet along the North Line of said Stonehouse Court which forms an angle to the right of 90°-00'-00" with the last described course to the Northeast Corner thereof; thence south 205.54 feet along the East Line of said Stonehouse Court and the East Line of Lot 1 in Harvest Pointe Commercial Subdivision according to the plat thereof recorded January 16, 2007 as Document No. 2007-1303 in the McLean County Recorder's Office which forms an angle to the right of 270°-00'-00" with the last described course to the North Right-of-Way Line of Illinois Route 9 (Route F.A.P. 693); thence east 882.88 feet along said North Right-of-Way Line which forms an angle to the right of 91°-28'-00" with the last described course to the Point of Beginning, containing 8.733 acres, more or less.

Tract 1 contains 4.023 acres, more or less.

Tract 2 contains 9.228 acres, more or less.

This property has been subdivided into 47 lots numbered 234 through 280, inclusive, 3 Outlots numbered 281 through 283, inclusive, the streets and easements as shown. This subdivision is to be known as the "Second Addition to Harvest Pointe Subdivision" in the City of Bloomington, McLean County, Illinois.

This subdivision lies within Zone X (Area of Minimal Flood Hazard) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0510E, Community No. 170490, revised July 16, 2008.

Witness my hand and seal this 6th day of July, 2021.



FARNSWORTH GROUP, INC.
2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704

By:
Brent A. Bazan
Professional Land Surveyor No. 3715

DATE: 7-6-21
EXP. DATE: 11-30-2022
DESIGN FIRM REGISTRATION
NO. 184-001858

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

NOTES:

- P.I.N. 15-32-351-001, 15-32-376-019 and 15-32-376-020
- The East 40 feet of the 5 foot no access strip along the North Line of Lot 1 in Harvest Pointe Commercial Subdivision is hereby vacated by this plat.
- Lines extending from curved lines are radial unless noted otherwise.
- Distances shown on curved lines are chord distances unless noted otherwise.

Owner/Developer
RSJ Investments
4120 Belmont Pl
Champaign, IL 61822

File No.: 24-9296



www.f-w.com
Engineers | Architects | Surveyors | Scientists

DATE: DESCRIPTION:

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF McLEAN) SS

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Second Addition to Harvest Pointe Subdivision", presented, passed and approved at a regular meeting of said City Council, held on the _____ Day of _____, 2021, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2021.

City Clerk

CITY ENGINEER'S CERTIFICATE

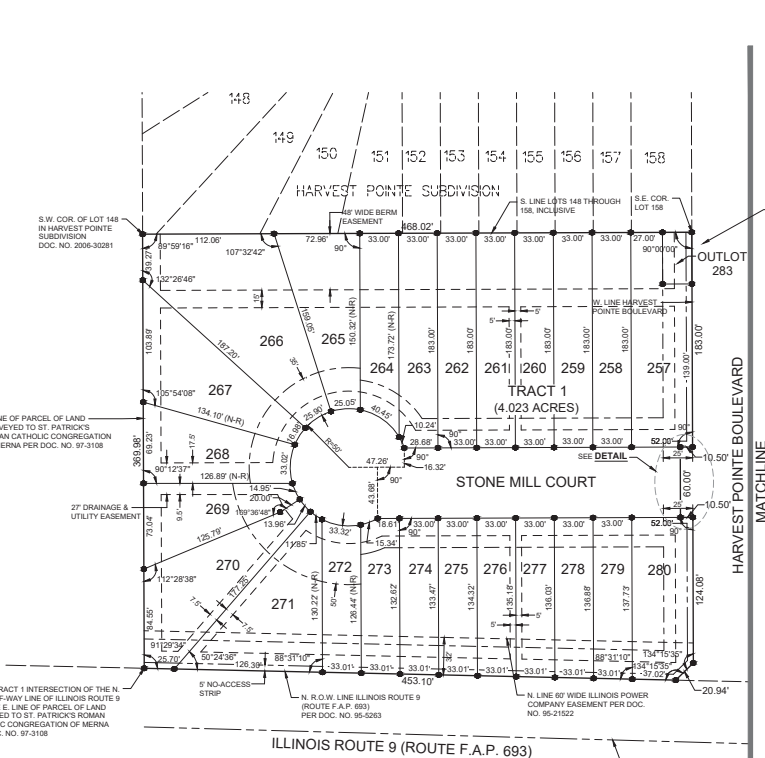
STATE OF ILLINOIS)

COUNTY OF McLEAN) SS

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification thereof meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City Code.

Dated at Bloomington, Illinois, this _____ day of _____, 2021.

City Engineer
Bloomington, Illinois



P.O.B. TRACT 1 INTERSECTION OF THE N. RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 9 AND THE E. LINE OF PARCEL OF LAND CONVEYED TO ST. PATRICK'S ROMAN CATHOLIC CONGREGATION OF MERNA PER DOC. NO. 97-3108

S.W. COR. OF LOT 148 IN HARVEST POINTE SUBDIVISION
DOC. NO. 2006-30281

E. LINE OF PARCEL OF LAND CONVEYED TO ST. PATRICK'S ROMAN CATHOLIC CONGREGATION OF MERNA PER DOC. NO. 97-3108

27' DRAINAGE & UTILITY EASEMENT

STONE MILL COURT

DETAIL
NOT TO SCALE

HARVEST POINTE BOULEVARD

HARVEST POINTE BOULEVARD
MATCHLINE

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF McLEAN) SS

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Second Addition to Harvest Pointe Subdivision", presented, passed and approved at a regular meeting of said City Council, held on the _____ Day of _____, 2021, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2021.

City Clerk

CITY ENGINEER'S CERTIFICATE

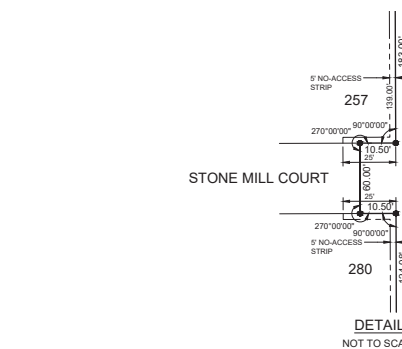
STATE OF ILLINOIS)

COUNTY OF McLEAN) SS

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification thereof meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City Code.

Dated at Bloomington, Illinois, this _____ day of _____, 2021.

City Engineer
Bloomington, Illinois



S.W. 1/4 SEC. 32, T24N., R3E., 3RD P.M.

SECOND ADDITION TO HARVEST POINT SUBDIVISION

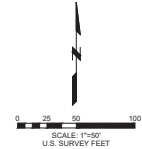
PART OF SW 1/4 SECTION 32, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



Farnsworth
GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

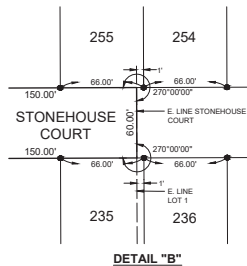
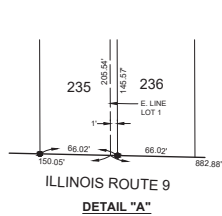
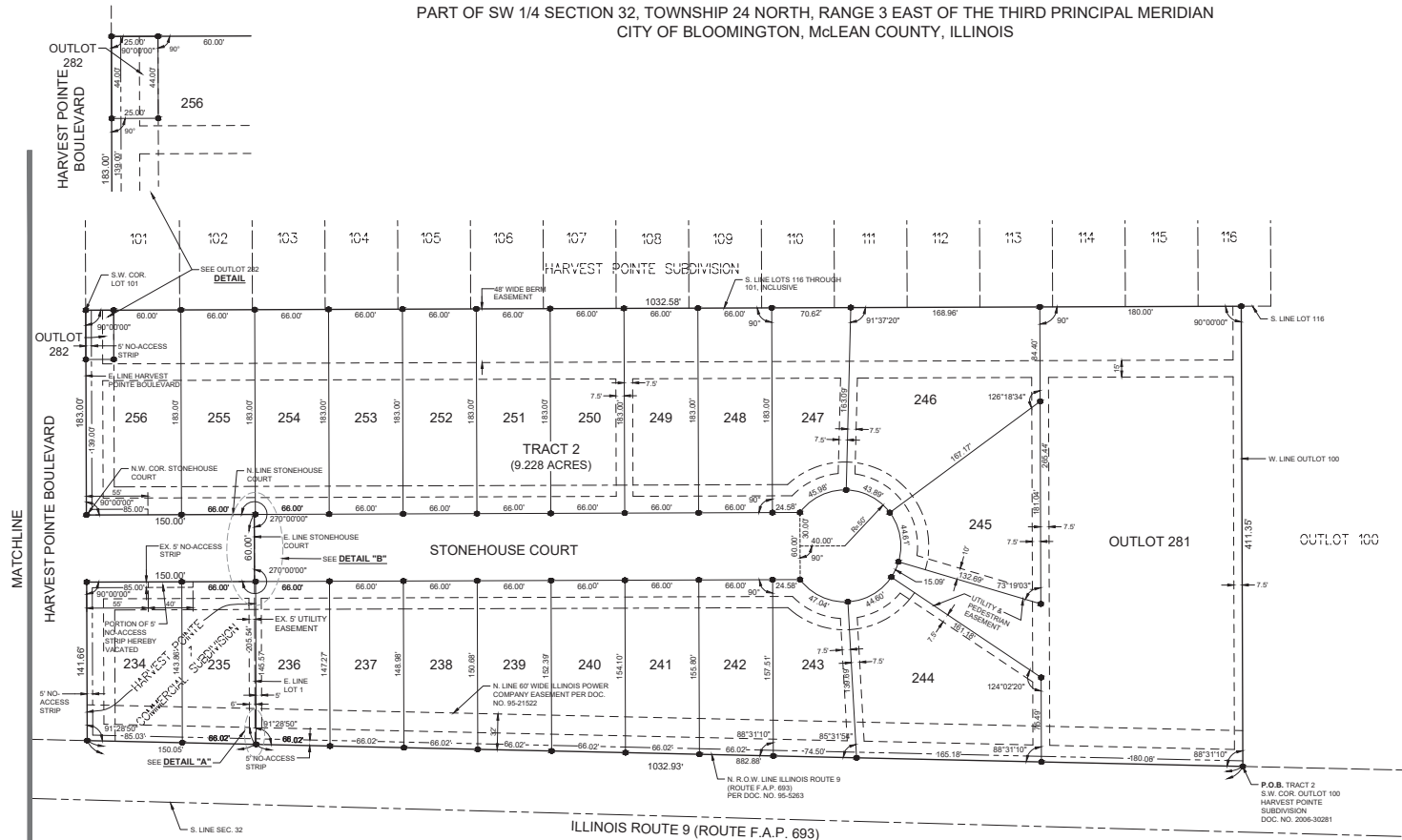


SCALE: 1"=50'
U.S. SURVEY FEET

LEGEND

- IRON ROD
- NON-RADIAL
- 12" UTILITY EASEMENT LINE UNLESS NOTED OTHERWISE
- 5' NO ACCESS STRIP
- 25' BUILDING SETBACK LINE UNLESS NOTED OTHERWISE

DATE: DESCRIPTION:



PROJECT
SECOND ADDITION TO HARVEST
POINTE SUBDIVISION

BLOOMINGTON, ILLINOIS

Date: 7-6-21

Design/Drawn: DJM

Reviewed: KDV

Field Book No.:

Project No.: 020121.00

SHEET TITLE

FINAL PLAT

SHEET NUMBER

2
of 2

S.W. 1/4 SEC. 32, T24N., R3E., 3RD P.M. File No.: 24-9296

I:\Projects\14\14000\020121.00 - Harvest Pointe 2nd Addition\Survey\02_Drawing\020121.00 - Harvest Pointe 2nd Addition Final Plat.dwg 1/20/2021 11:12 AM 1

State of Illinois)
)ss.
County of McLean)

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

Now come(s) RBJ Investments, LLC

hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

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

WHEREFORE, your petitioner(s) respectfully pray(s) that said Final Plat for the
Second Addition to Harvest Pointe Subdivision

subdivision submitted herewith be approved with the exemptions or variations as requested
herein.

Respectfully submitted,
RBJ Investments, L.L.C.
By Ironwood Homes, Inc. Manager

By:

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 21 day of July 2021, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael

County Clerk, McLean County, Illinois

Current Parcel Numbers:

15-32-351-001

15-32-376-020

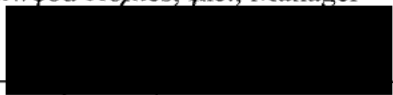
15-32-376-019

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of Second Addition to Harvest Pointe Subdivision to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Second Addition to Harvest Pointe Subdivision" Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent A. Bazan Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 27 day of JULY, 2021.

RBJ Investments, L.L.C.
By Ironwood Homes, Inc., Manager
(Seal) By 

*where dedication is required under Section 3.5.

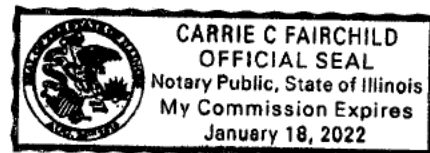
State of Illinois)
)ss.
County of McLean)

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

Given under my hand and notarial seal this 27 day of JULY, 2021.

Carrie C Fairchild
Notary Public

My commission expires JANUARY 18, 2022.



SCHOOL DISTRICT CERTIFICATE

This is to certify that I RBJ Investments, LLC as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Second Addition to Harvest Pointe Subdivision Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District #5 in McLean County, Illinois.

Dated this 27 day of JULY, 2021.

RBJ Investments, LLC, by Ironwood Homes Inc., Manager,

Owner/Developer

State of Illinois)
)ss.
County of McLean)

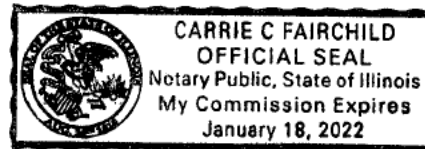
I, CARRIE FAIRCHILD, a Notary Public in and for the county and State aforesaid, do hereby certify that WILLIAM DEIFER personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement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

Given under my hand and notarial seal this 27 day of JULY, 2021.

CARRIE C FAIRCHILD

Notary Public

My commission expires JANUARY 18, 2022.



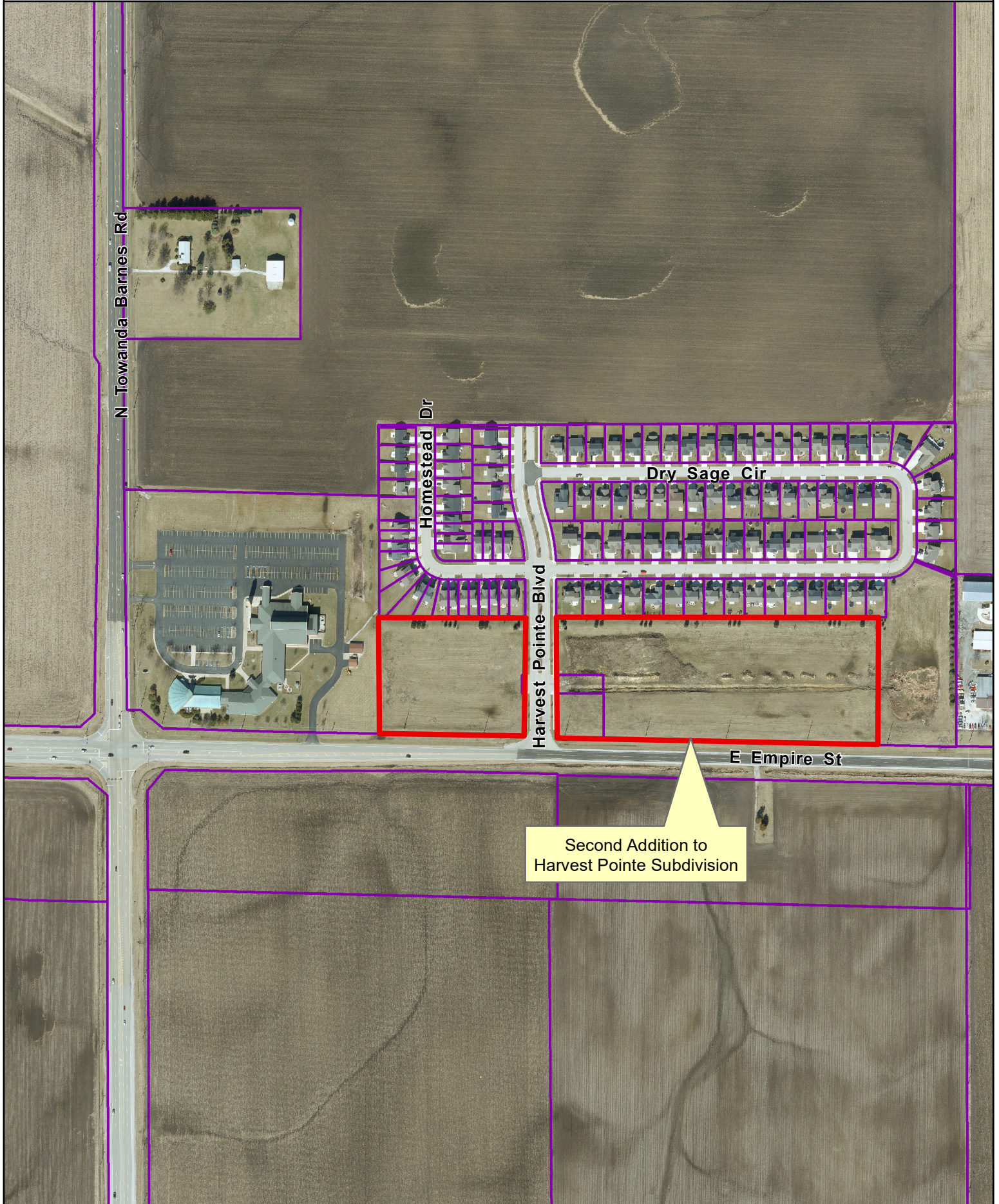


Second Addition to Harvest Pointe Subdivision Final Plat Checklist

Date Prepared: 8/23/2021

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

Second Addition to Harvest Pointe Subdivision



MEMORANDUM

August 24, 2021

To: Kimberly Smith, Assistant Director, Economic and Community Development
From: Anthony J. Meizelis, P.E.
Subject: Second Addition to Harvest Pointe Subdivision
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: **Second Addition to Harvest Pointe Subdivision**. The final plat will be considered for approval by the City Council at the September 13, 2021 meeting.

A. Performance Guarantee:

\$250,000 revolving commercial surety bond covering all additions. A new version of the bond including references to the second addition as well as updated dates may be requested prior to the recordation of the final plat.

B: Tap-On Fees:

There are tap-on fees due from Second Addition to Harvest Pointe Subdivision per the Annexation Agreement dated November 14, 2005.

		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	G.E. Valley Sewer Extn	51101100-54120	\$3,766.50	\$2,923.58	\$6,690.08
2	Gldn Eagle/Sapshr Sew Ext	51101100-54120	\$4,080.38	\$1,643.97	\$5,724.34
3	St. Patricks Sewer	51101100-54120	\$13,069.76	\$4,515.68	\$17,585.43
	Total		\$20,916.63	\$9,083.22	\$29,999.85

Subdivision area.:

Tract 1: 4.023 acres;

Tract 2: 9.228 acres

area of Harvest Pointe Commercial Subdivision (fees paid): 0.696.

area of subdivision: $4.023 + 9.228 - 0.696 = 12.555$ acres

Rte. 9 frontage:

Tract 1: 453.10 ft

Tract 2: 1032.93 ft (882.88 ft plus 150.05 ft previously platted with Harvest Point Commercial)

- (1) G.E. Valley Extension Sewer = $\$300/\text{ac} + 6\%$ from 10/95
- (2) Golden Eagle/Sapphire Extension Sewer = $\$325/\text{ac} + 6\%$ from 04/2005
- (3) St. Patricks Sewer = $\$1041/\text{ac} + 6\%$ from 06/2006
- (4) Watermain: None, developer to extend to Harvest Pointe Blvd. and bond for frontage east of Harvest Pointe Blvd. City to reimburse for oversize.
- (5) Park Land Dedication fee: None, developer to dedicate acreage for parkland.

(6) Stormwater Detention fee: None, developer to provide stormwater detention.

*lower of the stated % or CPI - Consumer Price Index as calculated by
http://www.bls.gov/data/inflation_calculator.htm

C: Guarantee Substandard Street Improvement Guarantee:

None, per annexation agreement

D: Bond for Route 9 Watermain east of Harvest Pointe Blvd

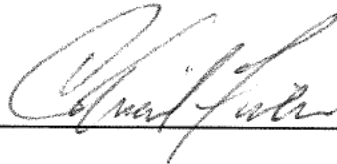
The commercial subdivision bonded for water main along the frontage of Route 9. The subject subdivision includes construction of water main from Harvest Pointe Blvd to the east, but does not continue all the way to the east boundary of the subdivision. The developer may bond for the remaining unconstructed water main, however development to the east of this subdivision is not expected for a long time. Therefore we would accept a payment in lieu of bonding for the remaining incomplete water main. Based on the engineer's estimate for the water main for this subdivision, 8" water main is \$132/LF. The length of water main remaining is 250.05' + 180.06' + 165.18' - 18' = 577.29 feet. Therefore, the bonding or fee in lieu of bonding would be \$132/LF * 577.29 feet = \$76,202.28

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

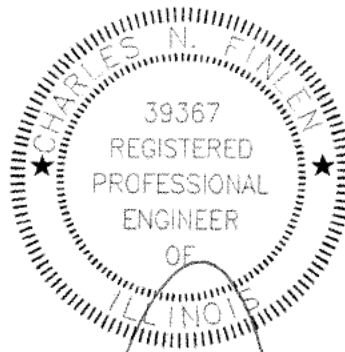
DRAINAGE STATEMENT

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

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



Registered Professional Engineer No. 039367



OWNER:

BY:

A black rectangular redaction box covering the signature and name of the owner.

PUBLIC HEARING



PUBLIC HEARING ITEM NO. 8.A

FOR COUNCIL: September 13, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Public Hearing for the 2020 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER), as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: None; presentation and public comment only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods
- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 4d. Improved neighborhood infrastructure
- Objective 4c. Preservation of property/home valuations
- Objective 4b. Upgraded quality of older housing stock
- Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: The City is required to submit a Consolidated Annual Performance Evaluation Review (CAPER) to the US Department of Housing and Urban Development at the end of each program year. The CAPER outlines the annual accomplishments in relation to the annual goals.

The draft 2020 CAPER will be made available to the public on Friday, September 10, 2021. In accordance with the City's Citizen Participation Plan, on Monday, August 30, 2021, public notice of the public hearing and public comment period was published in *The Pantagraph*. The CAPER can be viewed on the City's website: <https://www.cityblm.org/government/departments/community-development/block-grant/caper> or at the HUB (115 E Washington St.), and at the Bloomington Public Library. Written comments will be accepted Monday, September 13, 2021, through Wednesday, September 29, 2021.

Comments outside of the public hearing should be submitted in writing to the Office of Grants Administration at 115 E. Washington St., PO Box 3157, Bloomington, IL 61702-3157 or emailed to mhon@cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

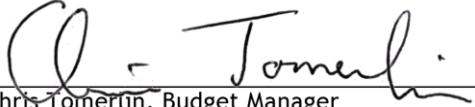
FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Melissa Hon, Economic and Community Development Director

Reviewed by:



Chris Tomerlin, Budget Manager

9/7/2021



Jeffrey R. Jurgens, Corporation Counsel

9/7/2021



Tara Henry, Legislative Assistant & Records Manager

9/9/2021

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 9.A

FOR COUNCIL: September 13, 2021

SPONSOR: Public Works Department and Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation and discussion of priorities and recommendations for associated projects related to City infrastructure and recent storm events, as requested by the Public Works Department and the Administration Department.

RECOMMENDED MOTION: None; presentation and discussion only.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4d. Improved neighborhood infrastructure
- Objective 2c. Functional, well maintained sewer collection system

BACKGROUND: Presentation and discussion of priorities and recommendations for associated projects related to City infrastructure and recent storm events. The presentation will be provided at the meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

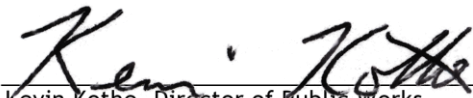
FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Management Analyst

Reviewed by:


Kevin Kothe, Director of Public Works

8/27/2021


Tara Henry, Legislative Assistant & Records Manager

9/8/2021