

CITY OF
BLOOMINGTON
COUNCIL MEETING
JULY 27, 2020



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor, At-Large - Tari Renner

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, JULY 27, 2020, 6:00 P.M.

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

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

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

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

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. COVID-19 Update by City Manager
6. Recognition/Appointments
 - A. Recognition of Re-Appointment and Appointments to various Boards & Commissions, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
7. Public Comment
8. Consent Agenda
 - Electronic Roll Call Vote
 - A. Consideration and action to approve Bills and Payroll in the amount of \$7,284,853.09, as requested by the Finance Department. (*Recommended Motion: The proposed Bills and Payroll be approved.*)
 - B. Consideration and action to approve Cheryl Magnuson to Blm-Nml Area Convention & Visitors Bureau Board, as requested by the Administration Department. (*Recommended Motion: The proposed Appointment be approved.*)

- C. Consideration and action to approve the Purchase of a 2020 Ford F-250 with snow plow from Currie Motors of Frankfort, Illinois, using Northwest Municipal Suburban Purchasing Contract (#178) in the amount of \$37,067, as requested by the Public Works Department and the Police Department. *(Recommended Motion: The proposed Purchase be approved.)*
- D. Consideration and action to approve a Contract with Mid-Illinois Mechanical, Inc. (Bid #2021-03), for the Water Treatment Plant Boiler Replacement project, in the amount of \$253,000, as requested by the Public Works Department. *(Recommended Motion: The Technicality be waived and the proposed Contract be approved.)*
- E. Consideration and action to approve a Contract with Henson Disposal, Inc., for excavation materials disposal (Bid #2020-35), in the amount of \$31.50 per ton of excavation materials, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- F. Consideration and action to approve a Contract with Republic Services, for street sweeping debris disposal (Bid #2020-37), in the amount of \$54.65 per ton of street sweeping debris, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- G. Consideration and action to approve a Motor Fuel Tax (MFT) Resolution for Improvement Under the Illinois Highway Code, and a Local Public Agency General Maintenance Estimate of Maintenance Costs, to allocate State MFT funds for street lighting electrical energy and rental charges through the FY 2021 Motor Fuel Tax (MFT) General Maintenance Program, in the amount of \$500,000, for the period May 1, 2020, through April 30, 2021, as requested by the Public Works Department. *(Recommended Motion: The proposed MFT Resolution and Estimate be approved.)*
- H. Consideration and action to grant General Liability Settlement Authority in the amount of up to \$73,690.91 to Martin Kiesewetter, home owner of 13 Brookridge Court, as requested by the Human Resources Department. *(Recommended Motion: The proposed General Liability Settlement be approved.)*
- I. Consideration and action on a Resolution Approving the Water Infrastructure Master Plan, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*
- J. Consideration and action on a Resolution Authorizing Transfer of the Continuum of Care Coordinated Entry Grant to Providing Access to Help (PATH), as requested by the Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*
- K. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021 in the amount of \$507,400, and to approve the Contract with Diamond Design & Construction, Inc. in the amount of \$445,101.00 for the FY2021 De Brazza's Plaza Monkey Exhibit - Bid #2021-08 (Base bid + Alt. #3), as requested by the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Ordinance and Contract be approved.)*

9. Regular Agenda

Electronic Roll Call Vote

- A. Presentation of a Financial Update: FY2020 and FY2021 COVID Projections, as requested by the Finance Department. *(Recommended Motion: None; presentation only.) (Presentation by Scott Rathbun, Director of Finance, 15 minutes; and City Council discussion, 10 minutes.)*
- B. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring A Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department. *(Recommended Motion: No modifications recommended at this time.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*
- C. Consideration and action on Council Member Mwilambwe's Agenda Initiative Proposal to make Juneteenth a City holiday, as requested by the Administration Department. *(Recommended Motion: That staff be directed to draft and bring back an Ordinance for consideration, formally making Juneteenth a City holiday.) (Presentation by Mboka Mwilambwe, Council Member, 3 minutes; and City Council discussion, 10 minutes.)*

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session - Cite Section

Clerk-led Roll Call Vote

14. Adjournment

Voice Vote

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: July 27, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Re-Appointment and 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 Re-appointment and Appointments are representative of City Council's approval from the July 13, 2020 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:


Billy Iyus, Deputy City Manager

7/22/2020


Tara Henry, Legislative Assistant

7/22/2020

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 1B Recognition of Appointments from 071320_Connect Transit_Citizens' Beautification_ZBA



Re-Appointment

Ryan Whitehouse: *Connect Transit Board*



Appointment

Deborah Presley: *Connect Transit Board*



Appointment

Kelsey Harms: *Citizens' Beautification Committee*



Appointment

Nikki Williams: *Zoning Board of Appeals*

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: July 27, 2020

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$7,284,853.09, as requested by the Finance Department.

RECOMMENDED MOTION:

The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$7,284,853.09 (Payroll total \$2,700,413.28, Accounts Payable total \$2,692,826.99, Bank Transfers total \$1,802,784.64, and Procurement Card Purchases total \$88,828.18).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:


F. Scott Rathbun, Finance Director

7/22/2020


Tara Henry, Legislative Assistant

7/23/2020

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
7/17/2020	\$ 2,145,717.37	\$ 550,394.04	\$ 2,696,111.41

7/16/2020-7/17/2020	\$ 3,996.17	\$ 305.70	\$ 4,301.87
Off Cycle Adjustments			

PAYROLL GRAND TOTAL \$ 2,700,413.28

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range	Total
7/27/2020	AP General	\$ 2,219,932.45		
7/27/2020	AP JM Scott	\$ 29,030.00	6/2/2020-6/27/2020	\$ 88,828.18
7/27/2020	AP Comm Devel	\$ 45,180.74	PCARD GRAND TOTAL	\$ 88,828.18
7/27/2020	AP IHDA	\$ 603.29		
7/27/2020	AP Library	\$ 38,750.36		
	AP MFT			

7/15/2020-7/17/2020	Out of Cycle	\$ 359,330.15
5/4/2020-7/7/2020	AP Bank Transfers	\$ 1,802,784.64

AP GRAND TOTAL \$ 4,495,611.63

TOTAL \$ 7,284,853.09

Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: July 27, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Cheryl Magnuson to Blm-Nml Area Convention & Visitors Bureau Board, as requested by the Administration Department.

RECOMMENDED MOTION:

The proposed Appointment be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Mayor of the City of Bloomington has nominated and asks your concurrence in the appointment of Cheryl Magnuson to the Blm-Nml Area Convention & Visitors Bureau Board. Cheryl's term will be effective immediately and will expire on 12/31/22. The application is on file in the Administration Office.

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

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:



Billy Ryus, Deputy City Manager

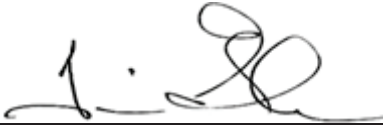
7/22/2020



Tara Henry, Legislative Assistant

7/22/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- ADM 2B CVB Roster

Blm-Nml Convention & Visitors Bureau Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt
	Chair	Ronn	Moorehead			
x	Ex-Officio	Tari	Renner	none		
		Kevin	McCarthy			
x	Treasurer	Scott	Black	none		
x		Charlie	Moore	12/31/22	12/10/18	2018
x	resigned 3/20	Michelle	McConnell	12/31/22	12/10/18	2018
x		Carlo	Robustelli	12/31/22	12/10/18	2018
		Steve	Newman			
		Kathleen	Lorenz			
		David	Selzer			
		Crystal	Howard			



CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: July 27, 2020

SPONSOR: Public Works Department and Police Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of a 2020 Ford F-250 with snow plow from Currie Motors of Frankfort, Illinois, using Northwest Municipal Suburban Purchasing Contract (#178) in the amount of \$37,067, as requested by the Public Works Department and the Police Department.

RECOMMENDED MOTION:

The proposed Purchase be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5b. City decisions consistent with plans and policies
- Objective 4a. Residents feeling safe in their homes and neighborhoods
- Objective 1a. Budget with adequate resources to support defined services and level of services

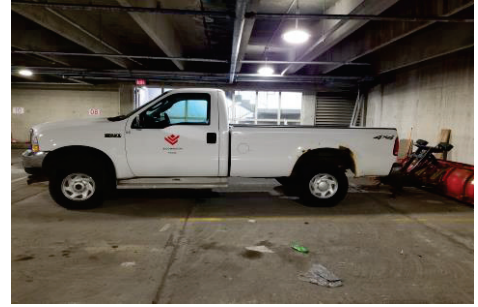
BACKGROUND: Public Works and Police are recommending the purchase of one 2020 Ford F250 with snowplow for use by the Police Department, from Currie Motors of Frankfort, Illinois, in the amount of \$37,067, through the Northwest Municipal Suburban Purchasing Contract #178, exp. 7/17/2020. Staff acted proactively by placing the order before the expiration date to secure the price but City has the right to cancel the order with no cost to the City.

A bid was released on June 1, 2020 and due to the City on June 16, 2020. The City received one bid from Bob Ridings Ford of Taylorville, Illinois. There were no local bids. Purchasing this unit through the Northwest Municipal Suburban Purchasing Contract saves the City \$1,918 when compared to the bid that was received through the bidding process. There was a Council agenda item to reject the bid on 7/13/2020. The item was approved as rejected with the request to bring the purchase before Council for approval.

Source	Total Cost
Bob Ridings	\$38,985
Northwest Municipal Suburban Purchasing Contract #178 (Currie Motors)	\$37,067

Staff recommends reducing the fleet size by selling two units and only replacing one.

The Police Department has a 1986 Chevrolet C3500 unit P101 that is scheduled for replacement in this Fiscal Year. This unit is 34 years old and has 40,616 miles. The maintenance cost to date is \$4,448.71. This unit is used to plow Police parking lots, and for other work and transportation needs that are met by truck. Recent issues with this unit have included steering, batteries, seat belts, alternator, fan clutch, cooling system, oil cooler lines, and mouse damage. Staff request that unit P101 be declared surplus and sold on public auction at publicsurplus.com. It is estimated to sell for approximately \$5,000.



Police also have a 2004 Ford F250 unit P55 that is 16 years old. The Maintenance cost to date is \$9,372.44. Recent issues with this unit include shifter linkage, running board brackets rusted out, front suspension, starter, and exhaust. Staff request that Unit P55 be declared surplus and sold at public auction at publicsurplus.com. It is estimated to sell for approximately \$5,100.



Eleven vehicle bids have been released since and the City has only received one bid from a local firm. City staff has reached out by phone and held a meeting for the local dealerships to try to increase participation and has included twelve local dealers on the all of the bid notices. The bid process usually takes about six to eight weeks from release until bid award, including staff time to prepare and evaluate the bid packets and submissions. Of the other bids that the City has received that are not local, the IL State contract or other joint purchasing cooperative contracts have provided prices that are lower than the bid submissions.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because this purchase will allow the Police to clear parking lots for the safety of the officers and the public, and to meet other work and transportation needs met by a truck.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City sent out a bid notice on 6/1/2020 and opened bids on 6/16/2020. The bid notice was sent to 12 firms in McLean County and 25 in-state. There were no local bids.

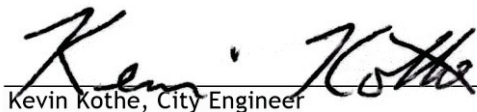
FINANCIAL IMPACT: The FY 2021 Budget includes \$33,475.00 budgeted for the purchase of the replacement unit in the Police-Capital Outlay Licensed Vehicle account (10015110-72130). The replacement unit will cost \$37,067.00. Due to COVID-19, Finance recommends paying for this vehicle out of the Capital Lease-Capital Outlay Licensed Vehicle account (40110143-72130). At the end of FY 2021, Finance staff will determine if this vehicle will stay on the Lease or if funds available, expensed out of the Police Budget. Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on page 92.

COMMUNITY DEVELOPMENT IMPACT: Goal PS-3. A comprehensive emergency preparedness plan, Objective PS-3.1. Ensure the safety of Bloomington's residents in emergency situations.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:



Kevin Kothe, City Engineer

7/15/2020



Carla Murillo, Procurement Manager

7/17/2020



Chris Tomertin, Budget Manager

7/17/2020



Jeffrey R. Jurgens, Corporation Counsel

7/23/2020



Tara Henry, Legislative Assistant

7/23/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- BPD 1B Quote P101 Police Snowplow Pickup Replacement 07272020
- BPD 1C Previous Bid Tab P101 Police Snowplow Pickup Replacement 07272020



P55
P101

**2020 FORD F-250 XL
4X2 PICK UP
Contract# 178**



Currie Motors Fleet

"Nice People to Do Business With"

**Order Cut-Off:
TBD**

Visit our new website

www.curriecommercial.com

Contract #178



Currie Motors Frankfort

SPC Contract Winner

2020 FORD F-250

XL 4x2 PICK UP

Standard Package: \$22,760.00

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Powertrain

6.2L 2 Valve Gasoline SOHC V-8

(Flex Fuel)

6-Speed Automatic w/ Select Shift

4-Wheel Disc Brakes w/ABS

Front/Rear Black Painted Bumpers

Solar Tint Glass

Tailgate-Removable w/ Key Lock

3-Blink Lane Change Signal Front

Tow Hooks

Trailer Tow Package

Trailer Sway Control

17" Argent Steel Wheels

5 - LT245/75R17EBSW Tires

8' Bed Pickup

157 Amp Heavy Duty Alternator

650 CCA 72AH Battery

AM/FM/MP3-SYNC

Rear View Camera (optional on Box delete)

Twin I-Beam Front Axle w. coil spring

suspension H.D. Gas Shock Absorbers

Front Stabilizer Bar

Air Conditioner – Manual

Ford Pass Connect 4G

Wi-Fi Modem Ford

Telematics Prep

Manual Door Locks & Windows

Intermittent Windshield Wiper

Advance Trac with Roll Stability Control

Driver and Passenger Front & Side

Airbag/Curtain

Passenger Side Deactivation Switch

Free delivery within 50 miles of dealership

Contract #178



Options – Body Style

☐	Super Cab with 6 ¾' Bed	1849.00
☐	Crew Cab with 6 ¾' Bed	3055.00
☐	8' Bed-Requires Super/Crew Cab Upgrade	262.00
☐	66D Pick Up Box Delete (Spare Tire Optional)	-575.00

Options – Powertrain

☐	99N 7.3L Engine-Gasoline includes 10 speed Automatic Overdrive	1861.00
☐	99T 6.7L OHV Power Stroke Diesel includes 10 speed Automatic Overdrive	9551.00
☒	4x4- Includes Electronic Shift on the Fly	2753.00
☒	Limited Slip Axle	355.00
☐	98F Gaseous Prep (6.2L or 7.3L engine-does not include Conversion)	286.00
☐	98R Operator Command Regeneration (requires Diesel Motor)	228.00
☒	86M Dual Batteries (78 amp) req. 6.2L or 7.3L	191.00
☒	41H Engine Block Heater	91.00
	Engine Idle Shut Down (N/A with reverse sensing) Duration _____ Minutes	228.00
☐	67B Dual Extra Duty Alternators (requires Diesel Motor)	104.00
☒	67E Extra Heavy Duty Alternator	78.00
☐	926 Speed Limiting-65 MPH	72.00
☐	Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor	935.00
☐	Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep	1945.00
☐	6 Year /60,000 Premium Care Warranty 4x4 Gasoline Motor with Snow Plow Prep	2120.00
☐	6 Year /100,000 Premium Care Warranty 4x4 Gasoline Motor with Snow Plow Prep	2965.00

Options – Wheels/Tires

☐	TBK LT245/75Rx17E BSW A/S (4x2)	STD
☒	TD8 LT245/75Rx17E BSW A/S Plus (4x4)	STD
☐	TBM LT245/75Rx17E BSW A/T	150.00
☐	TDX LT275/70Rx18E BSW A/T Plus (Requires 17S STX Appearance Pkg)	241.00
☐	512 Full Size Spare with Box Delete Option	269.00
☐	51X Spare Tire Delete for Pick Up	-78.00



Options - Functional

☐	41P	Skid Plates-Not Available with 66D Box Delete	91.00
☐	53Q	F-250 Trailer Tow High Capacity with Ultimate Trailer Tow Back Up System and Pro Trailer Back Up System Requires: • 6.7L Power Stroke® Diesel engine(99T) • Power Equipment Group(90L) • STX Appearance Package(17S) • SYNC® 3 (913) • Trailer Brake Controller(52B)	1456.00
☐	592	LED Roof Marker Lights	87.00
☐	85G	Tailgate Step-N/A with 66D Box Delete	341.00
☒	85S	Tough Bed Spray-In Liner- NA 66D Box Delete	542.00
☒	43B	Rear Defroster (requires Privacy Glass and 90L Power Group)	55.00
☒	924	Privacy Glass (requires 43B and 90L)	N/C
☒	52B	Trailer Brake Controller	246.00

Options - Groups/Packages

☐	96V	XL Value Package Includes- Cruise control Bright Chrome Hub Covers Front/Rear Chrome Bumper (not available with STX Appearance PKG)	660.00
☐	17S	STX Appearance Package ▪ Bright Chrome Grille ▪ Chrome Front / Rear Bumpers ▪ STX Vent Badge ▪ 18" Sparkle Cast Aluminum Wheels (SRW Only) ▪ LT275/65Rx18E BSW Tires ▪ Speed Control	1661.00
☒	90L	Power Equipment Group ▪ Heated power mirrors with integrated clearance lamps/turn signals ▪ Perimeter Alarm ▪ Accessory Delay ▪ Power Windows/Locks/Tailgate Lock ▪ Remote Keyless ▪ Upgraded door trim	☒ Regular Cab ☐ Crew/Super 832.00 1024.00
☐	17X	Fx4 Off Road Package ▪ Hill Descent Control ▪ Rancho Branded Shocks ▪ Transfer Case & Fuel Tank SkidPlates N/A with Pickup Box Delete -cont. below	364.00



	Requires 4x4, All Terrain Tires and Locking Differential	
☐ 473	Snow Plow Prep Package (Requires 4x4) - Upgraded Front Springs - Extra Heavy-Duty Alternator	228.00
☒ 47B	Snow Plow/Camper Package - Upgraded front springs for snow plow - Extra Heavy Duty Alternator <i>2.1/0 amp</i> - Rear Auxiliary Springs - Rear Stabilizer Bar (SRW Only) - Slide-In Camper Certification	223.00
☐ 535	F250 Trailer Tow Package – High Capacity (Requires Diesel Motor) - Increased GCW to 30300 LBS - Max Front Springs	1028.00
☐ 67H	Heavy Service Front Suspension – Heavy Service Front Springs	114.00

Options – Interior

☒ 43C	110V/400W Outlet	159.00
☐	XLT Package – Regular Cab \$3982.00/Super cab/Crew \$4294.00	
☐ 41A	Rapid Heat Supplemental Cab Heater (requires Diesel Motor)	228.00
☐ 18A	Up fitter Interface Module for PTO Programming	272.00
☐	Car Hart Seat Covers Front Seats-Loose Ship	395.00
☐ 94P	Pre-Collision Assist with Automatic Emergency Braking (AEB) and Forward Collision Warning	104.00
☒ 66S	Up fitter Switches	150.00
☐ 76S	Remote Start (Requires Power Equipment Group)	228.00
☐ 913	SYNC3 (Requires Ultimate Tow Camera)	410.00
☐		

Options – Exterior

☐ 60R	BLIS® (Blind Spot Information System) with Cross-traffic Alert and Trailer Tow (BLIS® sensor in tail lamp) Req. Power cont. below	491.00
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	Equipment Group (90L) on XL; N/A with Pickup Box Delete (66D)	
☒ 873	Rear CHMSL Camera-Displays in Center Stack (Not available with Box delete)	182.00
☐ 872	Camera Prep Package for Box Delete	377.00
☐ 66B	Box Link – 4 Premium Locking Cleats N/A with Box Delete	68.00
☒ 76R	Reverse Sensing System-NA with 66D Box Delete	223.00
☐ 53W	5 th Wheel Gooseneck Prep	455.00
☒ 18B	Platform Running Boards	☒ Regular Cab 292.00 ☐ Super / Crew cab 405.00
☐ 66L	LED Box Lighting-NA with 873 CHMSL Rear Camera	55.00

Options – Fleet

☐ 39S	Sirius XM Radio	169.00
☐ 17F	XL Décor Group-Includes Chrome Front/Rear Bumpers	201.00
☒ 525	Cruise Control	214.00
☒ 942	Daytime Running Lights	41.00
☐ 91S	LED Warning Strokes-NA with LED Box Light	614.00
☐ 63R	H.D. Suspension with Box Delete	114.00
☐ 595	Halogen Fog Lamps-req.17F XI Décor	118.00
☒ 96F	FLEET DRIVER ASSISTANCE PACKAGE-BLIS* Blind Spot Information System w/Cross-Traffic Alert Lane-Keeping Alert Pre-Collision Assist with Automatic Emergency Braking (AEB) Forward Collision Warning-Req. Power Convenience Group	906.00

Options – Accessories

☐ 52R	Stow / Load Ramps-NA with 66D Box Delete	633.00
☐	Weather Tech Front Row Liners	150.00
☐	Rustproofing –Does Not Include Sound Shield	295.00
☐ 85L	Drop-In Bed Liner-NA with 66D Box Delete	323.00
☐ 61M	Wheel Well Liner-NA with 66D Box Delete	165.00
☐ 85M	Bed Mat-NA with 66D Box Delete	139.00
☒ 61S	Front/Rear Splash Guards-NA with 66D Box Delete	139.00
☐ 76C	Back Up Alarm	128.00
☐	8' Steel Service Body – White Finish	6133.00
☐	Rear Bumper for Service Body-Black "Rhino-Lined"	495.00
☒	4 Corner Strokes (Requires Up fitter Switches)	895.00
☐	7'6" Western Snow Plow	5191.00
☒	8' Western Snow Plow	5277.00
☐	8'-6" Western Snow Plow	5366.00
☐	7'6" Boss Snow Plow	5191.00



☐	8' Boss Snow Plow	5277.00
☐	8'-6" Boss Snow Plow	5366.00
☒	Hand Held Controller (Requires Plow)	90.00
☒	Snow Deflector (Requires Plow)	276.00
☐	Detailed CD Rom Shop Manual	295.00
☒	Delivery Charge Over 50 Miles	175.00
☐	License & Title – M Plates (Shipped)	203.00

Exterior

☐	AT-Yellow-5 unit min Single units extended lead times	601.00
☐	BY-School Bus Yellow	601.00
☐	D1-Stone Gray	N/C
☐	E4-Vermillion-5 unit min Single units extended lead times	601.00
☐	GR-Green-5 unit min Single units extended lead times	601.00
☐	J7-Magnetic	N/C
☐	PG&E Blue-5 unit min Single units extended lead times	601.00
☐	MB-Orange-5 unit min Single units extended lead times	601.00
☐	N1-Blue Jeans Metallic	N/C
☐	PQ-Race Red	N/C
☐	UM-Agate Black	N/C
☐	JS-Iconic Silver	N/C
☐	W6-Green Gem-5 unit min Single units extended lead times	608.00
☒	Z1-Oxford White	N/C

Interior

☒	Steel 40/20/40 Vinyl	STD
☐	Steel 40/20/40 Cloth	91.00
☐	Steel 40/Console/40 Vinyl-No Armrest Included	323.00
☐	Steel 40/Console/40 Cloth- No Armrest Included	468.00



Title Name City of Bloomington

Title Address _____

Title City _____

Title Zip Code _____

Contact Name Rob Krone

Phone Number 309-434-2296

P.O. Number _____

Fleet Identification Number _____

Tax Exempt Number _____

Total Dollar Amount \$ 37,067.00

Total Number of Units 1

Delivery Address 336 South main st
Bloomington IL

***Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:**

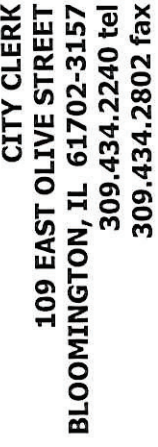
*Currie Motors Fleet
10125W Laraway
Frankfort, IL 60423
PHONE: (815)464-9200
Tom Sullivan Curriefleet@gmail.com
Kristen De La Riva Fleetcurrie@gmail.com*

****Fleet Status is accessible by registering at www.fleet.ford.com.
Please provide FIN Code at time of order for you to track your order status. Title Corrections will be Billed Appropriate Assessed Fees by the Sec. of State.*Vehicles are ordered and built as indicated on this tab sheet only. No other forms will utilized to process orders.***

Contract #178

City Manager Tim Gleason Approval _____

Date Signed _____



TIME: 10:15 a.m.

WITNESSES:

Ministry of Education
Candace P. Miller, M.Ed.

***Disclaimer:** This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award. Prices or options/alternates will not be included on the tabulation.



CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: July 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Mid-Illinois Mechanical, Inc. (Bid #2021-03), for the Water Treatment Plant Boiler Replacement project, in the amount of \$253,000, as requested by the Public Works Department.

RECOMMENDED MOTION:

The Technicality be waived and the proposed Contract 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: Public Works is recommending the approval of a Contract with Mid-Illinois Mechanical, Inc., for the Water Treatment Plant (WTP) Boiler Replacement project, in the amount of \$253,000.

The newest WTP main building was built in 1987 as the main water processing building for the City's growing water demand, and serves as an integral, functioning part of our treatment facility campus. The WTP has several main components to the water treatment process. Those components include the high-service pumps that pump water from the plant to the City, a chlorine injection system, lime slakers for the softening process, approximately 12 million gallons per day of filtration, and several offices including the Plant Operators' station. The main building also contains two boilers that maintain indoor air temperatures and prevent freezing pipes during colder months. In extreme, long duration, frigid conditions, both boilers can be operated to maintain adequate temperature.

Staff is recommending that both boilers be replaced because the life expectancy of a boiler is 15 to 25 years, issues have started with both boilers at the WTP main building, and standard operating practice requires a backup boiler to prevent damage to the building and to the water treatment systems in the event of a failure.

The Public Works Department prepared the Water Treatment Plant Boiler project proposal package and advertised the project for competitive bids. Bids for this contract were received until 2:00 PM Monday, July 13, 2020, electronically or at Grossinger Motors Arena. Staff received two (2) bids and opened them at 2:00 PM Monday, July 13, 2020 in the City Council Chambers, streamed live on the City Website. A three percent local preference was applicable to this bid award but had no effect because the local bidder, Mid-Illinois, submitted the lowest bid even without the local preference consideration.

Mid-Illinois Mechanical, Inc. is the lowest responsible bidder between the two bids opened on July 13. A full bid tabulation is included. The total bids are charted below.

Contractor	Bid Amount (Bid #2021-03)
Mid-Illinois Mechanical, Inc.	\$253,000.00
The PIPCO Companies, Ltd.	\$310,970.00

Public Works did not receive any other complete bids.

The bid submitted by Mid-Illinois Mechanical did not provide their proof of insurance in the submittal package, although they did sign and certify they that would meet the insurance requirements on page 11 of the bid submission. However, when contacted, Mid-Illinois Mechanical provided their proof of insurance that met the bid limit requirements. As stated in the bid documents, the City has the right to waive technicalities and accept a bid when it is considered to be in the best interest of the City. Staff believes that the lowest bid submitted by Mid-Illinois is in the City's best interest and will meet the needs for this project.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because of the need to replace the boilers before the weather gets cold, which, when combined with the failure of both boilers, could damage the building or water treatment systems.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bid was advertised in *The Pantagraph* and on the City's website on June 29, 2020.

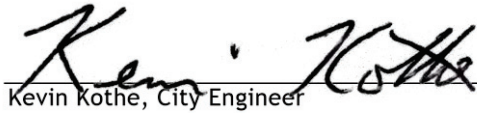
FINANCIAL IMPACT: The Water Treatment Main Process Building Boiler Replacement is included in the FY 2021 Budget with an estimated cost of \$275,000.00. If approved, the project will be awarded for \$253,000.00, which is \$22,000.00 under budget. Funds are allocated in the Water Mechanical Maintenance-Other Capital Outlay account (50100160-72520). Stakeholders can locate this project in FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 134, 249, 291, 331 and 332.

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 the current and future residents. Goal CF-1. Continue to provide quality public facilities and services, Objective CF-1.2. Ensure the community facilities provide the greatest cost-benefit ratio to the population served.

Respectfully submitted for Council consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

Reviewed by:


Kevin Kothe, City Engineer

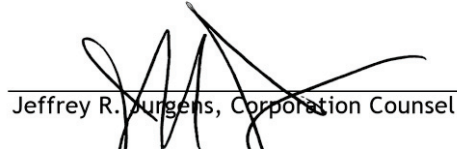
7/14/2020


Carla Murillo, Procurement Manager

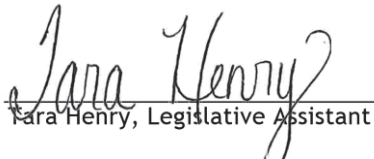
7/15/2020


Chris Tomertin, Budget Manager

7/15/2020


Jeffrey R. Jurgens, Corporation Counsel

7/21/2020


Tara Henry, Legislative Assistant

7/22/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 3B Mid-Illinois Contract for Water Treatment Plant Boiler Replacements
- PW 3C Bid Tab_Water Treatment Plant Boiler Replacement Contract 07272020
- PW 3D COLI Water Treatment Plant Boiler Replacement Contract 07272020

**CITY OF BLOOMINGTON
CONTRACT WITH
VENDOR
FOR
WATER TREATMENT PLANT BOILER REPLACEMENT**

THIS AGREEMENT, dated this 28th day of JULY, 2020, is between the City of Bloomington (hereinafter "CITY") and VENDOR Mid-Illinois Mechanical, 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 / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Water Treatment Plant Boiler Replacement (Bid 2021-03) (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Replacement of both boilers in the Bloomington Water Treatment Plant in accordance with BID 2021-03.

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 up to the Contract amount of \$ 253,000.

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

VENDOR, Mid-Illinois Mechanical, Inc.

By: _____ Joel Dodson
Its President

By: _____ Jeremy Dodson
Its Secretary

City of Bloomington
Water Treatment Plant Boiler Replacement
Bid 2021-03
Bid Tab

Contractor	Mid-Illinois Mechanical, Inc.	The PIPCO Companies, Ltd.
Subtotal of Bid	\$230,000.00	\$282,700.00
Contingency (10%of subtotal)	\$23,000.00	\$28,270.00
Total Bid	\$253,000.00	\$310,970.00



MIDILLI-02

TCONLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.L. Hubbard Insurance and Bonds 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Tiffany Conley	
	PHONE (A/C, No, Ext): (217) 877-3344 3354	FAX (A/C, No): (217) 877-0795
INSURED Mid Illinois Mechanical, Inc 304 South Mason Street Bloomington, IL 61701	E-MAIL ADDRESS: tconley@jlhubbard.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: FCCI Insurance Company	NAIC # 10178
	INSURER B: The Cincinnati Insurance Company	10677
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:				04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY				04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000				04/01/2018	04/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		04/01/2018	04/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess				04/01/2018	04/01/2019	Limit \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Bloomington
109 E. Olive
Bloomington, IL 61701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: July 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Henson Disposal, Inc., for excavation materials disposal (Bid #2020-35), in the amount of \$31.50 per ton of excavation materials, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Contract be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

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
- 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 Henson Disposal, Inc., for excavation materials disposal (Bid #2020-35), in the amount of \$31.50 per ton of excavation materials.

The contract term is from May 1, 2020 to April 30, 2021, but will be extended in one-year increments for up to four renewal periods, unless a party provides the other party with notice of its intent not to renew the agreement at least 30 days prior to the expiration of the then current term.

Excavation materials are generated during excavations performed by the City to repair and maintain infrastructure, including streets, sanitary sewers, storm water infrastructure, and water infrastructure. Excavation materials generally include excavation soil from repair, replacement, excavation, grading, and other activities that may also include broken concrete, bricks, rock, aggregate, pieces of clay or plastic pipe, water soil slurry, or asphalt pavement. Excavation material may also be soil from the aforementioned activities that do not contain any broken concrete, bricks, rock, aggregate, pieces of clay or plastic pipe, water soil slurry, or asphalt pavement. The materials disposed under this contract must be free of sanitary sewer discharge.

The recipient of the excavation materials must possess the required permit from the Illinois Environmental Protection Agency (IEPA), allowing them to accept, store, and handle these types of materials safely. The current agreement utilized by the City expired April 30, 2020. Public Works has been holding these materials, and approval of this contract will allow the City to dispose of them in the proper method.

The Public Works Department prepared the Excavation Material Disposal bid package and advertised the project for competitive bids. Bids for this contract were received until 11:00 AM Friday, March 13, 2020, at the City Clerk's Office. Staff received four (4) bids and opened them at 11:00 AM Friday, March 13, 2020, in the City Council Chambers.

Bidder	Bid Amount (per ton) (Bid #2020-35)	Responsive / Responsible Bidder?
Henson Disposal, Inc.	\$31.50	Yes
Nord Construction, Inc.	\$22.00	No
Republic Services	\$49.50	Yes
Stark Excavating, Inc.	\$26.00	No

Public Works did not receive any other complete bids.

Public Works hired a consultant, PDC Technical Services, Inc., to provide information related to pertinent regulations, evaluate the bids, and provide insights and recommendations related to vendor permits and valid pathways for City disposal of excavation materials. PDC performed their evaluation using the bids submitted by the vendors, publicly-available documents, and PDC's best practice standards.

PDC's evaluation of permitting requirements and staff review of proposed site locations indicates that both Nord Construction, Inc., and Stark Excavating, Inc., submitted bids that are not responsible based on the bid specifications issued by the City. The excavation materials definition from the bid specifications, and representative of the material the City intends to dispose, requires the vendor facility be permitted to accept clean construction and demolition debris (CCDD). Nord Construction's bid did not include an IEPA permit indicating they are able to accept CCDD. Stark Construction submitted two disposal sites. Stark's first site, a CCDD permitted site, is not within 3 miles of the outskirts of Bloomington, as required by the bid specifications. Stark's second site is not an IEPA permitted CCDD facility. Therefore, the bids from these vendors have been determined to be not responsible.

Based on PDC's and staff's evaluation, Public Works recommends awarding the excavation materials disposal contract to Henson Disposal, as the lowest responsible and responsive bidder. The contractor will separate all materials and recycle those that are able to be recycled. The materials that are not recyclable will be transported to a landfill. Awarding the contract for excavation materials disposal to Henson Disposal will save the City disposal cost when compared to the next qualified proposal, as well as if the City would dispose of excavation materials directly at the Bloomington transfer station.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is a priority of the City, and staff is recommending it be approved. The purchase is a priority, because it will allow the City to continue disposal of excavation materials during various types of excavation and street maintenance operations.

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

The Storm Water Fund, Sanitary Sewer Fund, and Water Fund are Enterprise Funds that generate fees for funding their operations. Storm Water Fund fees are intended/dedicated solely for the support of storm water services to the City, including infrastructure expenditures, such as keeping lakes and streams clean, maintaining waterways to minimize erosion and damage to adjacent property, maintaining detention basins to reduce flooding and filter out pollution, street sweeping, and inlet maintenance and repairs. Sanitary Sewer Fund fees are intended/dedicated solely for the support of sanitary sewer services to the City, including infrastructure expenditures, such as ongoing maintenance and repairs to sanitary sewer and combined sewer infrastructure, emergency cave-ins, and sewer cleaning. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in *The Pantagraph* on February 26, 2020.

FINANCIAL IMPACT: If approved, the contract for FY 2021 Excavation Materials Disposal, in the amount of \$31.50 per ton of excavation materials, will be awarded to Henson Disposal, Inc. Stakeholders can locate the Street Maintenance portion of the budget in the FY 2021 Budget Book titled “Budget Overview & General Fund. The Water, Sanitary Sewer and Storm Water portions can be located in the FY 2021 Budget Book titled “Other Funds and Capital Improvement”.

The page numbers follow the specific accounts and dollar amounts:

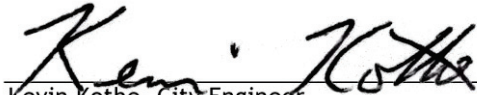
	Amount
Street Maintenance - Landfill & Residual Disposal (10016120-70650) page 292	\$77,250
Water- Transmission/Distribution - Landfill & Residual Disposal (50100120-70650) page 120	\$50,000
Sanitary Sewer - Landfill & Residual Disposal (51101100-70650) page 139	\$75,000
Storm Water - Landfill & Residual Disposal (53103100-70650) page 146	\$25,000
Totals:	\$227,250

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents, 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.

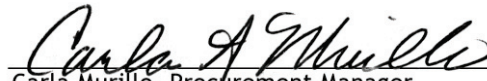
Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Management Analyst

Reviewed by:


Kevin Kothe, City Engineer

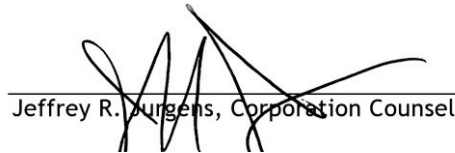
7/20/2020


Carla Murillo, Procurement Manager

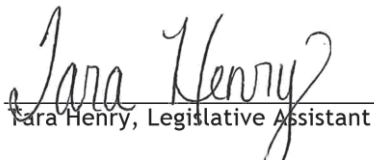
7/20/2020


Chris Tomerlin, Budget Manager

7/20/2020


Jeffrey R. Jurgens, Corporation Counsel

7/21/2020


Tara Henry, Legislative Assistant

7/23/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 5B Contract FY21-FY25 Excavation Material Disposal Contract 07272020_Redacted
- PW 5C Bid Tab FY21-FY25 Excavation Material Disposal Contract 07272020

CITY OF BLOOMINGTON
CONTRACT WITH
Henson Disposal, Inc.
FOR
Excavation Material Disposal

THIS AGREEMENT, dated this 27th day of July, 2020, is between the City of Bloomington (hereinafter "CITY") and Henson Disposal, 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:
Bid #2020-35 Excavation Material Disposal (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:
Acceptance and disposal of excavation material resulting from various activities that involve repair, replacement, excavation (hand, mechanical, hydro), and grading within City rights-of-way and other City owned lands. These activities include, but are not limited to, repair and replacement of water mains, water valves, water service lines, fire hydrants, street repair, concrete pavement replacement, curb and gutter, sidewalk and curb ramps, storm water mains and manholes, and sanitary sewer mains, laterals, and manholes. The excavation materials from these efforts may contain, but are not limited to materials such as soil, concrete, aggregate, asphalt, and pieces of clay and plastic pipe.

The acceptance and disposal of the excavation materials will require the contractor to make professional judgments regarding the best standard practices for handling, certifying, and disposal of excavation materials. Therefore, the City requires the standard insurance requirements specified in the bid packet, as well as errors and omissions insurance for professional services in the amount of \$2,000,000.

The contractor, acting as an agent for the City, is responsible for abiding by all Environmental Protection Agency and Illinois Environmental Protection Agency regulations and requirements for acceptance, use, and disposal of the material defined within this bid and maintaining all necessary permits. In addition, the contractor will be responsible for all testing and material certifications necessary for acceptance, use, and disposal of the excavation materials. The City will provide the contractor the site locations where the material originated.

All other work identified in the Procurement Documents.

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 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 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

Henson Disposal, Inc.

By: _____
Its _____

By: _____
Its _____



HENS DIS-01

ASHONK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Snyder & Snyder Agency, Inc. 1 Brickyard Drive Bloomington, IL 61701	CONTACT NAME		
	PHONE (A/C, No, Ext) (309) 664-1800	FAX (A/C, No) (309) 664-1885	
INSURED Henson Disposal, Inc. PO Box 1058 Bloomington, IL 61704	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A Pioneer Specialty Insurance		
	INSURER B		
	INSURER C		
	INSURER D		
	INSURER E		
	INSURER F		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE L MIT APPL ES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:				5/26/2020	5/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY				5/26/2020	5/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000				5/26/2020	5/26/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Pers/Adv Injury \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCR PTION OF OPERATIONS below		N / A		5/26/2020	5/26/2021	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACC DENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

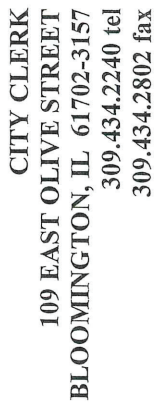
CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
Public Works Department
PO Box 3157
Bloomington, IL 61702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



BID #2020-35 Excavation Material Disposal

TIME: 11:00 a.m.

[illegible]

Ther
Master Sharfud

*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award. Prices or options/alternates will not be included on the tabulation.



CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: July 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Republic Services, for street sweeping debris disposal (Bid #2020-37), in the amount of \$54.65 per ton of street sweeping debris, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Contract be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

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
- 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 Republic Services for street sweeping disposal (Bid #2020-37), in the amount of \$54.65 per ton of street sweeping debris.

The contract term is from May 1, 2020 to April 30, 2021, but may be extended in one-year increments for up to four renewal periods, unless a party provides the other party with notice of its intent not to renew the agreement at least 30 days prior to the expiration of the then current term.

Street sweeping debris commonly includes aggregate, litter, dirt, grass, leaves, other vegetative matter and may contain plastic, broken glass, small pieces of metal and debris. The sweeping debris may also contain pollutants including oil and grease, metals, sediment, paint, solvents and automobile fluids, as well as phosphorus and nitrogen from vegetation, lawn fertilizer, and animal waste. During the winter, street sweeping debris may also contain snow and ice abrasives, such as salt, sand, steel mill slag, coal combustion slag and/or ash.

The recipient of the street sweeping debris must possess the required permit from the Illinois Environmental Protection Agency (IEPA), allowing them to accept, store, and handle

these types of materials safely. The current agreement utilized by the City expired April 30, 2020. Public Works has been disposing of these materials at the transfer station since expiration of the previous agreement.

The Public Works Department prepared the Street Sweeping Debris Disposal bid package and advertised the project for competitive bids. Bids for this contract were received until 11:30 AM Thursday, March 12, 2020, at the City Clerk's Office. Staff received two (2) bids and opened them at 11:30 AM Thursday, March 12, 2020, in the City Council Chambers.

Bidder	Bid Amount (per ton) (Bid #2020-37)	Responsive / Responsible Bidder?
Henson Disposal, Inc.	\$49.00	No
Republic Services	\$54.65	Yes

Public Works did not receive any other complete bids.

Public Works hired a consultant, PDC Technical Services, Inc., to provide information related to pertinent regulations, evaluate the bids, and provide insights and recommendations related to vendor permits and valid pathways for City disposal of street sweeping debris. PDC performed their evaluation using the bids submitted by the vendors, publicly-available documents, and PDC's best practice standards.

PDC's evaluation of permitting requirements indicate that Henson Disposal, Inc., submitted a bid that is not responsible based on the bid specifications issued by the City. The street sweeping debris definition from the bid specifications, and representative of the material the City intends to dispose of, requires the vendor facility be permitted to accept street sweeping debris, material that is classified as non-special waste. Henson Disposal's bid did not include an IEPA permit indicating they are able to accept street sweeping debris. Based on PDC's and staff's evaluation, Public Works recommends awarding the street sweeping debris disposal contract to Republic Services, at the lowest responsible and responsive bidder.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is a priority of the City, and staff is recommending it be approved. The purchase is a priority, because it will allow the City to continue disposal of street sweeping debris.

Storm Water Fund fees are intended/dedicated solely for the support of storm water services to the City, including infrastructure expenditures, such as keeping lakes and streams clean, maintaining waterways to minimize erosion and damage to adjacent property, maintaining detention basins to reduce flooding and filter out pollution, street sweeping, and inlet maintenance and repairs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in *The Pantagraph* on February 24, 2020.

FINANCIAL IMPACT: If approved, the contract for FY 2021 Street Sweeping Debris Disposal, in the amount of \$54.65 per ton of street sweeping debris, will be awarded to Republic Services.

A new account to track Street Sweeping Disposals was created after the FY 2021 Budget was adopted. \$75,000 was transferred from the Storm Water-Landfill account (53103100-70650) to the new account Storm Water-Street Sweeping Disposal account (53103100-70654) which will be used to track these expenditures separately beginning in FY 2021.

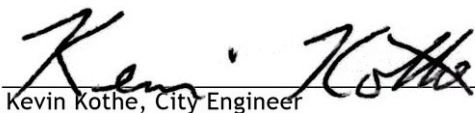
Stakeholders can locate the original budget amount in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on page 146.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents, 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, City Engineer

7/20/2020



Carla Murillo, Procurement Manager

7/20/2020



Chris Tomerlin, Budget Manager

7/20/2020



Jeffrey R. Jurgens, Corporation Counsel

7/21/2020



Tara Henry, Legislative Assistant

7/23/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 4B Contract FY21-FY25 Street Sweeping Debris Disposal Contract 07272020_Redacted
- PW 4C Bid Tab FY21 Street Sweeping Debris Disposal Contract 07272020

CITY OF BLOOMINGTON
CONTRACT WITH
Republic Services
FOR
Street Sweeping Debris Disposal

THIS AGREEMENT, dated this 27th day of July, 2020, is between the City of Bloomington (hereinafter "CITY") and Republic Services (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:
Bid #2020-37 Street Sweeping Debris Disposal (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:
Acceptance and disposal of street sweeping debris which commonly includes aggregate, litter, dirt, grass, leaves, other vegetative matter and may contain plastic, broken glass, small pieces of metal and debris. The sweeping debris may also contain pollutants including oil and grease, metals, sediment, paint, solvents and automobile fluids, as well as phosphorus and nitrogen from vegetation, lawn fertilizer, and animal waste. During the winter, street sweeping debris may also contain snow and ice abrasives, such as salt, sand, steel mill slag, coal combustion slag and/or ash.

The acceptance and disposal of the street sweeping debris will require the contractor to make professional judgments regarding the best standard practices for handling, certifying, and disposal of street sweeping debris. Therefore, the City requires the standard insurance requirements specified in the bid packet, as well as errors and omissions insurance for professional services in the amount of \$2,000,000.

The contractor, acting as an agent for the City, is responsible for abiding by all Environmental Protection Agency and Illinois Environmental Protection Agency regulations and requirements for acceptance, use, and disposal of the material defined within this bid and maintaining all necessary permits. In addition, the contractor will be responsible for all testing and material certifications necessary for acceptance, use, and disposal of the street sweeping debris. The City will provide the contractor location information related to where the material was collected.

All other work identified in the Procurement Documents.

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 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 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

Republic Services

By: _____
Its General Manager

By: _____
Its OM



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____ E-MAIL ADDRESS: certifi@team@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER A: ACE American Insurance Co. 22667	
	INSURER B: Indemnity Insurance Company of NA 43575	
	INSURER C: ACE Fire Underwriters 20702	
	INSURER D: Illinois Union Insurance Company 27960	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1755383

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:				06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ONLY ☐				06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		06/30/2020 06/30/2020 06/30/2020 06/30/2020	06/30/2021 06/30/2021 06/30/2021 06/30/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4368 - Named Insured Includes: American Disposal Services of Illinois, Inc. - Dba: Allied Waste Services of Bloomington - Republic Services of Bloomington

CERTIFICATE HOLDER

CITY OF BLOOMINGTON
 109 E OLIVE ST
 BLOOMINGTON, IL 61702
 United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 1755383

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.



CITY CLERK
109 EAST OLIVE STREET
BLOOMINGTON, IL 61702-3157
309.434.2240 tel
309.434.2802 fax

RECORD OF BID OPENING FOR:

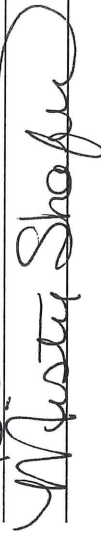
BID #2020-37
Street Sweeping Debris Disposal

DATE: March 12, 2020

TIME: 11:30 a.m.

Date & Time Received	Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Addendum #1	Base Bid per ton	Site Open per Specs Yes/No
3/11/20 9:47AM	Henson Disposal Inc.	Bloomington, IL	✓	✓	✓	49.00	Yes
3/12/20 10:25AM	Republic Services	Bloomington, IL	✓	✓	✓	54.65	Yes

WITNESSES:

*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award. Prices or options/alternates will not be included on the tabulation.



CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: July 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Motor Fuel Tax (MFT) Resolution for Improvement Under the Illinois Highway Code, and a Local Public Agency General Maintenance Estimate of Maintenance Costs, to allocate State MFT funds for street lighting electrical energy and rental charges through the FY 2021 Motor Fuel Tax (MFT) General Maintenance Program, in the amount of \$500,000, for the period May 1, 2020, through April 30, 2021, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed MFT Resolution and Estimate be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending approval of an MFT Resolution, and a Local Public Agency General Maintenance Estimate of Maintenance Costs that authorizes \$500,000 in state MFT funds to pay a portion of the \$1,300,000 budgeted for street lighting electrical energy and rental charges for FY 2021. This covers May 1, 2020 through April 30, 2021. The approval also includes a Local Public Agency General Maintenance Estimate of Maintenance Costs. The remaining \$800,000 is budgeted to come from the Engineering Administration-Electricity account in the General Fund. All of these charges are paid to Ameren and Corn Belt Energy.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this item provides for street lighting and repairs, which could cause negative impacts to the traveling public if not approved.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will have the authority to spend \$500,000 from the State Motor Fuel Tax funds for street lighting electrical energy and rental charges in FY 2021. Currently, \$500,000 is included in the budget to be paid out the Motor Fuel Tax-

Electricity account (20300300-71320). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 247, 252 and 257.

<i>Account</i>	<i>Amount</i>
<i>State MFT (20300300-71320)</i>	\$500,000
<i>Engineering Administration (10016210-71320)</i>	\$800,000
TOTAL	\$1,300,000

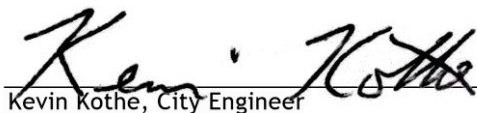
The increased amount from State Motor Fuel Tax Fund is available, if needed, in the Motor Fuel Tax Fund Balance.

COMMUNITY DEVELOPMENT IMPACT: Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:


Kevin Kothe, City Engineer

7/14/2020


Carla Murillo, Procurement Manager

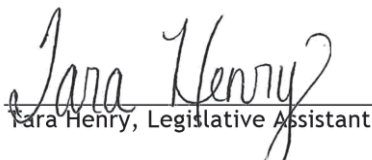
7/16/2020


Chris Tomertin, Budget Manager

7/16/2020


Jeffrey R. Jurgens, Corporation Counsel

7/20/2020


Tara Henry, Legislative Assistant

7/22/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 1B MFT Resolution_ FY21 Street Lighting Electrical Energy and Rental Charges 07272020
- PW 1C Estimate Form FY21 Street Lighting Electrical Energy and Rental Charges 07272020



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
2020-	Original	20-00000-00-GM

BE IT RESOLVED, by the Council of the City of
Governing Body Type Local Public Agency Type
Bloomington Illinois that there is hereby appropriated the sum of
Name of Local Public Agency
Five hundred thousand and 00/100 Dollars (\$500,000.00)
of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
05/01/20 to 04/30/21
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Bloomington
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Leslie Yocum City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
of Bloomington in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the
Council of Bloomington at a meeting held on 07/27/20
Governing Body Type Name of Local Public Agency Date
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this July day of 2020
Day Month, Year

(SEAL)

Clerk Signature

--

APPROVED

Regional Engineer
Department of Transportation

Date

--	--



Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency

County

Section Number

Maintenance Period
Beginning Ending

City of Bloomington

McLean

20-00000-00-GM

05/01/20

04/30/20

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Street Lighting System - Electrical Energy Rental Charges, Taxes	I	No				\$0.00	\$0.00	\$500,000.00
Total Operation Cost								\$500,000.00

Estimate of Maintenance Costs Summary

Maintenance

Local Public Agency Labor
Local Public Agency Equipment
Materials/Contracts(Non Bid Items)
Materials/Deliver & Install/Request for Quotations (Bid Items)
Formal Contract (Bid Items)

Maintenance Total

MFT Funds	Other Funds	Estimated Costs

Estimated Maintenance Eng Costs Summary

Maintenance Engineering

Maintenance Engineering
Material Testing
Advertising
Bridge Inspection Engineering

Maintenance Engineering Total

Total Estimated Maintenance

MFT Funds	Other Funds	Total Est Costs

Remarks

SUBMITTED

Local Public Agency Official

Date

Title

County Engineer/Superintendent of Highways

Date

APPROVED

Regional Engineer
Department of Transportation

Date



CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: July 27, 2020

SPONSOR: Human Resources Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to grant General Liability Settlement Authority in the amount of up to \$73,690.91 to Martin Kiesewetter, home owner of 13 Brookridge Court, as requested by the Human Resources Department.

RECOMMENDED MOTION:

The proposed General Liability Settlement be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City of Bloomington Water Dept hit a sewer service line leading into the claimant's home during work on a water main break, resulting in sewage backing up into the home.

An appraiser was assigned to complete an inspection of the claimant's residence and appraise damages to the residence.

The appraiser inspected Martin Kiesewetter's residence and found damages to the residence. The clean up cost of the residence totaled \$21,404.55. The Reconstruction cost less Depreciation is \$31,205.41. Total damages for Reconstruction and Cleanup are \$52,609.96.

The claimant also suffered damage to the personal property that was in his basement. He incurred cost of replacement of the furnace of \$3,350.00. The Property Damage Appraiser's secure photographs and invoice for the additional damages to the personal property with the total for those items was \$21,380.00. Depreciation was applied after taxes with the amount of Depreciation being \$6,090.21. The actual cause value for the damage of property in his basement was \$17,130.95. The proposed settlement would resolve any outstanding property claims.

The requested Settlement Authority is up to \$73,690.91 which is the proposed settlement amount.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the \$73,690.91 proposed settlement will be paid by our third-party claims administrator from the City's escrow account, which is allocated to the Casualty Insurance Claim account.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

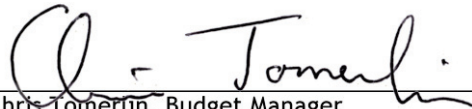
Prepared by: Alex Rosas, Safety & Risk Manager

Reviewed by:



Nicole Albertson, Director of Human Resources

7/21/2020



Chris Tomertin, Budget Manager

7/21/2020

Angela Fyans-Jimenez

Angela Fyans-Jimenez, Deputy Corporation Counsel

7/22/2020



Tara Henry, Legislative Assistant

7/22/2020

Recommended by:



Tim Gleason, City Manager



CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: July 27, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Approving the Water Infrastructure Master Plan, as requested by the Public Works 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
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
- 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 2e. Investing in the City's future through a realistic, funded capital improvement program
- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
- Objective 2b. Quality water for the long term
- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works is recommending the approval of a Resolution Approving the Water Infrastructure Master Plan. Council approved a Professional Services Contract with CDM Smith Inc. for the Water Infrastructure Master Plan on April 24, 2017. The results of their efforts were presented at the Committee of the Whole meeting on July 20, 2020. As presented at the meeting, the plan is an essential document that includes capital projects for improvement, maintenance, and replacement over the next 20 years. In addition, the plan outlines recommended staffing resources necessary to facilitate and manage the projects. The proposed Master Plan reviews and builds on the various planning studies that have been completed in the past. The goals of the Master Plan were to develop a 20-year capital improvement program to:

- 💧 Meet water demand.
- 💧 Improve the resiliency of existing infrastructure.

- Ensure compliance with current and potential future regulations.
- Better understand the needs and priorities of the entire water system.
- Provide cost estimates for the recommended improvements to guide the City's capital planning efforts.

The Water Infrastructure Master Plan, along with other existing planning documents, will provide staff the information needed to create a financial plan to effectively manage the City of Bloomington Water System Assets. To this end, the Master Plan includes:

- Assessment of the existing water treatment plant, pump stations, water distribution system, and storage facilities to identify problems arising from the aging infrastructure.
- Water quality, regulatory, facilities, and water distribution system improvements and additional staff to implement a 20-year capital program.
- Calculations and analysis to examine current and 20-year forecasted water supply and demand.
- The use of a benchmark to compare current staffing levels to other, similar water systems, showing that additional staff is needed to implement the plan.
- Solid basis for a financial plan and future water rate evaluation and study.

Additional planning efforts and projects not included in the plan will be incorporated in the planning efforts going forward. The additional items include the implementation of smart water innovations such as smart meters, smart flow sensors, big data, and open data. In addition, there will be a focus on other projects for meter and reading systems, watershed management, reservoirs, dams, distribution system valving, water loss, and Supervisory Control and Data Acquisition systems that were excluded from the Master Plan scope of work. The total estimated cost of the projects and staffing resources within the Master Plan and other planning efforts is over \$170 million. Please see the attached excerpt from the Master Plan that includes the Introduction and Executive Summary sections of the plan.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because the plan is an essential document that includes capital projects for improvement, maintenance, and replacement over the next 20 years.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Regional Planning Commission

FINANCIAL IMPACT: N/A

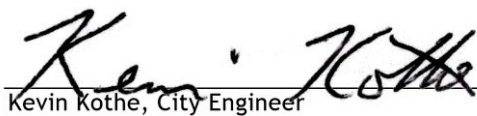
COMMUNITY DEVELOPMENT IMPACT: Goal NE-3. Reduce environmental pollutants, Objective NE-3.2. Identify and reduce water pollutants; Goal NE-4. Increase cooperation and coordination among governments, nonprofits and businesses across the region to address shared environmental issues, Objective NE-4.2. Continue to participate in regional efforts to

establish a sustainable and responsible water supply; 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 the current and future residents, Objective UEW-1.6. Continue to participate in regional efforts to establish a sustainable and responsible water supply; Goal CF-1. Continue to provide quality public facilities and services, Objective CF-1.2. Ensure the community facilities provide the greatest cost-benefit ratio to the population served; and Goal CF-2. Provide public services in a fiscally, socially and environmentally responsible manner, Objective CF-2.1 Seek opportunities to co-locate community facilities to maximize efficiencies in service provisions and reduce capital and operating costs.

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Management Analyst

Reviewed by:



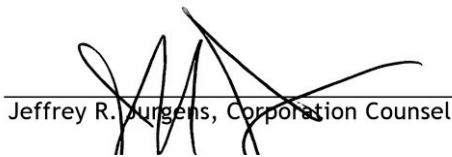
Kevin Kothe, City Engineer

7/14/2020



Chris Tomertin, Budget Manager

7/16/2020



Jeffrey R. Jurgens, Corporation Counsel

7/21/2020



Tara Henry, Legislative Assistant

7/22/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 2B Resolution_Water Infrastructure Master Plan Resolution 072722020
- PW 2C Master Plan Excerpt_Water Infrastructure Master Plan Resolution 072722020

RESOLUTION NO. 2020 - ____

**A RESOLUTION APPROVING THE
WATER INFRASTRUCTURE MASTER PLAN**

WHEREAS, proper water systems are vital to the public health, public safety, and economic vitality of the community; and

WHEREAS, in April 2017, the Bloomington City Council authorized a Professional Services Contract with CDM Smith Inc. to work with Staff to produce the Water Infrastructure Master Plan; and

WHEREAS, the working group produced more than 400 pages of narrative, illustration, charts, and data; and

WHEREAS, the materials, plans, and projects are based on demonstrated need as backed by sound engineering and analysis; and

WHEREAS, the Water Infrastructure Master Plan aligns with the City's Strategic Plan 2010-2025 and Comprehensive Plan 2015-2035; and

WHEREAS, the Public Works Department presented the Water Infrastructure Master Plan at the Committee of the Whole meeting on July 20, 2020, and

WHEREAS, the Bloomington City Council finds it to be in the best interest of the City to adopt the Water Infrastructure Master Plan;

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

That the Water Infrastructure Master Plan is hereby approved.

PASSED this 27th day of July 2020.

APPROVED this ____ day of July 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

REPORT

Water Infrastructure Master Plan

City of Bloomington, IL

November 2019



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Section 1

Introduction

1.1 Introduction

The City of Bloomington retained CDM Smith to develop a Water Infrastructure Master Plan to assist with strategic and capital planning. The goals of the Water Infrastructure Master Plan were to develop a 20-year capital improvement program to:

- Meet water demands.
- Improve the resiliency of existing infrastructure.
- Ensure compliance with current and potential future regulations.
- Better understand the needs and priorities of the entire water system.
- Provide cost estimates for the recommended improvements to guide the City's capital planning efforts.

To accomplish these goals, CDM Smith prepared a water demand forecast; conducted a condition assessment of the existing water treatment plant, pump stations, and storage facilities; evaluated water quality and treatment practices at the water treatment plant; conducted a condition assessment of the water distribution system; and, performed a benchmarking study of staffing within the Public Works Water Division.

1.2 Report Organization

The Water Infrastructure Master Plan consists of the individual technical memoranda prepared over the course of the project. The project is organized into the following sections:

Section 2 – Executive Summary provides a high-level summary of the conclusions from the water demand study, the facility and distribution system condition assessments, water quality and regulatory analysis, and the benchmarking study.

Section 3 – Water Supply and Demand provides a forecast of future water demands based upon historical and projected population and land use trends.

Section 4 – Water Quality and Regulatory Review provides a summary of the existing raw and treated water quality, current and potential future water quality regulations, and recommended improvements to improve treated water quality.

Section 5 – Water Treatment Plant, Storage and Pump Station Assessment provides an assessment of the existing facilities, including the water treatment plant, storage facilities, and pump stations with recommended improvements.

Section 6 – Water Treatment Plant Hydraulic Capacity Analysis provides an assessment of the hydraulic conditions at the water treatment plant.

Section 7 – Distribution System Evaluation and Assessment provides an assessment of the existing distribution system and recommends potential infrastructure improvements.

Section 8 – Benchmarking of Water Division Staffing discusses the benchmarking study performed to evaluate staffing levels throughout the department, including water treatment operations, distribution system staff, and maintenance staff.

Section 9 – Water Infrastructure Master Plan Project Summary provides a summary of the recommended improvements across the entire Public Works Water Division.

Section 2

Executive Summary

2.1 What is the City's Infrastructure?

"The City of Bloomington's water system provides safe and reliable drinking water for Bloomington and approximately 50 percent of the population of the County outside of Bloomington."

The City of Bloomington (City) Water Treatment Plan (WTP) was originally constructed in 1929. Filter building expansions occurred in 1952 and 1964. In 1986, the Bloomington WTP underwent a major expansion/upgrade, including the addition of what is now called the Main Process Building. Additional treatment basins and a treatment basin building were added in 1999.

The City commissioned CDM Smith to complete a Water Infrastructure Master Plan, which includes an assessment of the existing WTP, pump stations, and storage facilities to identify problems arising from the aging infrastructure and equipment. The Water Infrastructure Master Plan also included an evaluation of water demands.

The water demand forecast indicates a maximum day demand of approximately 21 million gallons per day (MGD) in 2040, assuming population growth based on economic development and a maximum day ratio of 1.7. The existing plant has a rated capacity of 24 MGD; however, it is projected that the WTP would have difficulty meeting this rated capacity without significant upgrades and modifications, due primarily to hydraulic bottlenecks within the WTP. Hydraulic calculations suggest that the current maximum plant capacity is approximately 17.5 MGD. Therefore, while the existing water treatment facilities have sufficient capacity to meet current demands, improvements to the WTP will be necessary in order to meet the expected demands in 2025 and beyond.

In addition, safe yield analysis for the existing lakes previously completed by the City identified the need for additional water supply through groundwater sources to complement the existing lakes. Groundwater blended with surface water would also provide a measure to lower effluent nitrate levels.

A summary of the primary problems identified by this study are listed below.

Water Supply

- Safe yield analysis for existing lakes shows the need for additional supply through groundwater sources (wells).

Water Quality

- Rising nitrate levels in the surface water sources.
- Taste and odor complaints.
- Areas in the distribution system that need additional water quality monitoring.

Water Treatment Plant and Pump Stations

- Aging infrastructure or infrastructure that does not meet current standards.
- Equipment approaching end of service life.
- Hydraulic bottlenecks that limit capacity.
- Improvements at Division Street and Enterprise pump stations.

Distribution System

- Pipes with a high risk of failure.
- Areas in the system where fire flow demand cannot be maintained.
- Areas of low pressure concern for the 2040 forecasted demand.

This Water Infrastructure Master Plan identifies components of the City's water infrastructure, both at the WTP and within the distribution system, that will require investment in the next 20 years.

In addition, the Master Plan reviewed current staffing levels across all areas of the Public Works Water Division (Section 8) and identified the need for additional staff to implement the recommendations of the Master Plan.

2.2 Goals and Suggested Improvements

The goals of the Water Infrastructure Master Plan were to develop a 20-year capital improvement program to:

- Meet water demands.
- Improve the resiliency of existing infrastructure.
- Ensure compliance with current and potential future regulations.
- Better understand the needs and priorities of the entire water system.
- Provide cost estimates for the recommended improvements to be used in a future rate study.

This Water Infrastructure Master Plan recommends a program of capital improvements for the next 20 years for the entire City of Bloomington water system to allow the City to maintain its existing infrastructure and equipment, as well as plan for the future, and outlines the need for the following improvements:

Water Quality and Regulatory Improvements

- Investigate additional groundwater supplies to allow blending for nitrate compliance and study the implications of blending throughout the WTP and distribution system.

- Add a powdered activated carbon (PAC) facility at the WTP to address taste and odor complaints.
- Completion of a Risk and Resiliency Assessment as required by the Community Water System Risk and Resilience Act.

Facilities Improvements

- Improvements to ventilation and the heating, ventilation, and air conditioning (HVAC) system.
- Upgrade aging infrastructure at the Old Plant Building and raw water pump station.
- Recarbonation bypass piping to alleviate hydraulic bottlenecks.
- Replace and combine Division Street and Enterprise pump stations.
- Increase security at remote facilities.
- Add back-up power at all pumping stations.

Water Distribution System Improvements

- Replace or rehabilitate extreme, high- and medium-risk water mains.
- Make improvements to meet fire flow needs in all parts of the distribution system.
- Add additional water quality monitoring stations.

Staffing Improvements

- Additional staff needed to implement the recommendations of the Master Plan.

2.3 Total Program Cost

The estimated cost of improvements, over a 20-year period, is approximately \$147 million.

Table 2-1. Summary of Recommended 20-Year Capital Improvement Costs

Project Description	Estimated Cost
Water Quality and Regulatory Improvements	\$11,000,000
Facilities Improvements	\$79,000,000
Water Distribution System Improvements	\$52,750,000
Additional Staff to Implement 20-year Capital Program (Approximate)	\$9,000,000
Total (Rounded)	\$152,000,000

The largest cost component is the Facilities Improvements, which includes a \$59 million upgrade to the Old Plant Building. This project would involve demolition of existing infrastructure, a new raw water pump station, recarbonation bypass piping, ammonia upgrades, and construction of a new filtration building. These upgrades will alleviate existing hydraulic bottlenecks, allowing the plant to operate at a capacity to meet future demand. Additionally, the continued repair and

rehabilitation of the existing, aging infrastructure and equipment may outweigh the cost-benefit ratio of a new filter addition. The projects included in this upgrade are described further in **Section 5**.

2.4 Addressing Existing System Deficiencies

To identify the existing problems and accomplish the goals of the Water Infrastructure Master Plan, CDM Smith prepared a water demand forecast; conducted a condition assessment of the existing WTP, pump stations, and storage facilities; evaluated water quality and treatment practices at the WTP; conducted a condition assessment of the water distribution system; and, performed a benchmarking study of staffing within the water division.

Figure 2-1 shows the results of the distribution system risk assessment. Pipes with rating of 4 and 5 (highlighted in red and magenta) are at high and extreme risk of failure and should be prioritized for replacement or rehabilitation. A more detailed explanation of the process for determining the risk scores is described in **Section 7**.

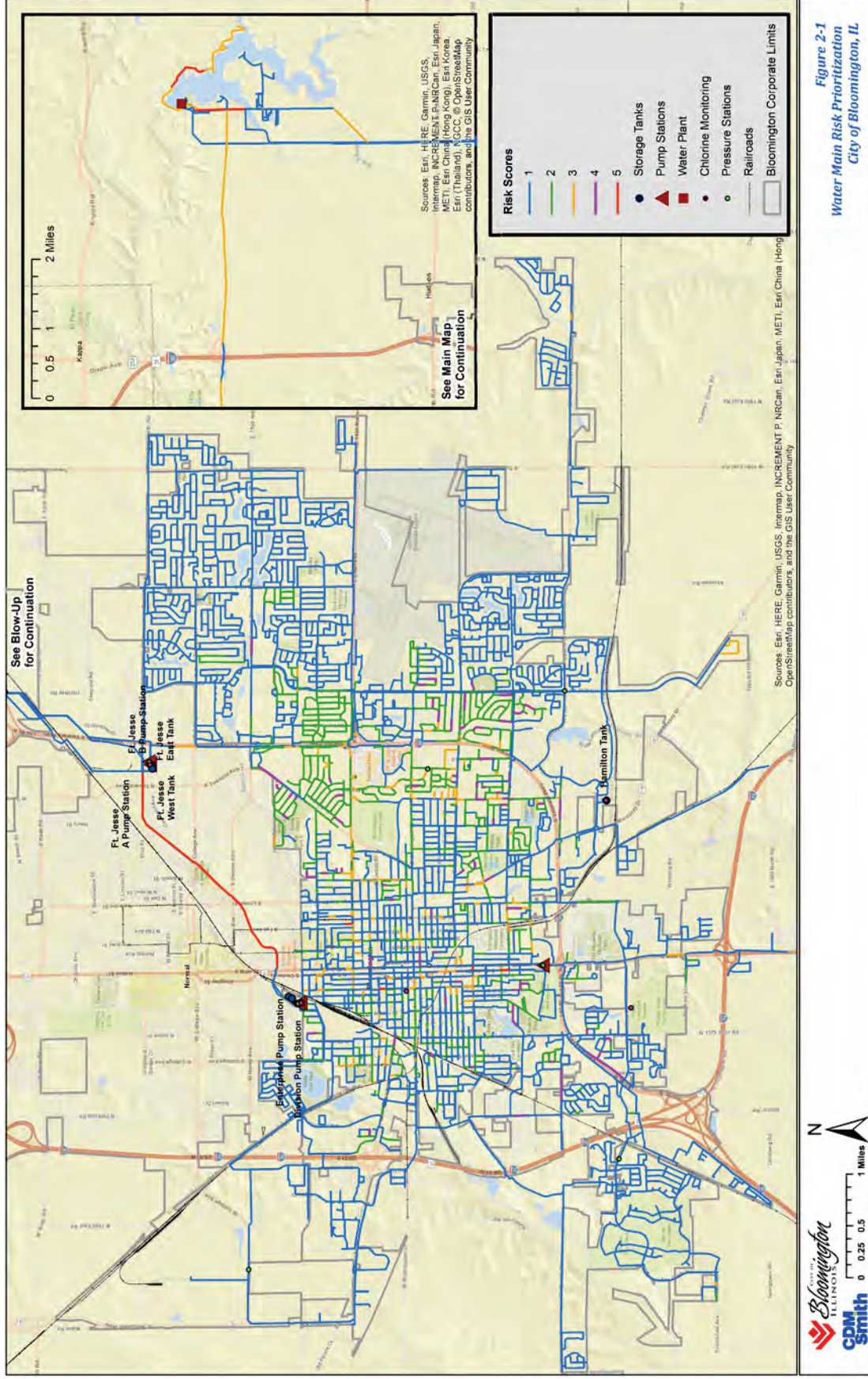


Figure 2-1. Water Main Risk Prioritization

2.5 Regulatory Considerations

2.5.1 United States Environmental Protection Agency

Drinking water is federally regulated by the United States Environmental Protection Agency (EPA) under the authority of the Safe Drinking Water Act (SDWA). The SDWA was established by Congress in 1974 to protect human health by regulating the nation's public drinking water supply. The SDWA was extensively amended in 1986 and in 1996 and its regulations have been adopted by the Illinois Environmental Protection Agency (IEPA) which has been given primacy by the EPA for enforcing these regulations in Illinois.

The EPA has enacted several regulations since the 1996 SDWA amendments. The regulations that are particularly relevant to the City of Bloomington include the NPDWR Phase II Rule, Interim Enhanced Surface Water Treatment Rule (IESWTR), Stage 1 and Stage 2 Disinfectants and Disinfection By-Products Rules (D/ DBPR), revisions to the Lead and Copper Rule (LCR), Fluoride Rule, and Filter Backwash Recycling Rule (FBRR). These regulations require that water systems meet MCLs and/or use certain treatment techniques to protect against adverse health effects regarding turbidity, primary and secondary disinfection, disinfection by-products (DBPs), corrosion by-products, fluoride, and nitrate.

These water quality regulations have been in place for many years and are likely to remain in effect in the near future. These regulations are described further in **Section 4**. The Water Division is currently in compliance with current drinking water regulations.

2.5.2 America's Water Infrastructure Act of 2018

The America's Water Infrastructure Act of 2018, also called the Community Water System Risk and Resilience Act (CWSRRA), was recently passed. The CWSRRA requires water system serving at least 3,300 people to conduct a risk and resilience assessment of their system to malevolent acts and natural hazards and create or revise an Emergency Response Plan (ERP) addressing the findings of the assessment. The assessment should cover:

- Risks to the system from malicious acts and natural hazards.
- Resilience of pipes, conveyance infrastructure, source water quality and intake, treatment processes, storage and distribution facilities, and computer or other automated systems used by the utility.
- Monitoring practices.
- Stabilization of account management, including invoicing and payroll.
- Use, storage, and handling of various chemicals by the system.
- Operation and maintenance of the system.

An ERP must be created or revised following the assessment to address its findings. Finally, a certification verifying completion of the assessment and ERP must be sent to the EPA by December 31, 2020 for utilities serving between 50,000 and 100,000 people. The assessment, ERP, and certification should be renewed every five years.



CONSENT AGENDA ITEM NO. 8.J

FOR COUNCIL: July 27, 2020

SPONSOR: Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing Transfer of the Continuum of Care Coordinated Entry Grant to Providing Access to Help (PATH), as requested by the Community Development Department.

RECOMMENDED MOTION:

The proposed Resolution be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: On May 11, 2020, Council approved submission of the Continuum of Care (CoC) Coordinated Entry grant (IL1603L5T121902) to the US Department of Housing and Urban Development (HUD). Providing Access to Help (PATH) has made a request that the City transfer this grant award to its organization. PATH is the Collaborative Applicant for the McLean County and Central Illinois Continuum of Care and manages the Coordinated Entry process for all McLean County COC agencies.

PATH is the only organization funded through this grant opportunity. The City does not accept administrative funds from this grant. Transferring the grant to PATH has no impact on the general fund and allows PATH to request funds directly from HUD prior to expenditure rather than waiting several weeks for a reimbursement from the City. HUD requires Council approval by formal Resolution in order to complete the grant transfer process. The grant period begins September 1, 2020.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: PATH; US Department of Housing and Urban Development.

FINANCIAL IMPACT: No impact on the general fund. Grant revenues equal expenses for a net zero balance. The City receives no administrative funds through this grant opportunity.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:



Katie Simpson, City Planner

7/6/2020



Chris Tomertin, Budget Manager

7/7/2020



Jeffrey R. Burgess, Corporation Counsel

7/20/2020



Tara Henry, Legislative Assistant

7/22/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- CD 1B CE IL1603L5T121902 (Executed)
- CD 1C CE Transfer to PATH - Resolution



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
77 W. Jackson Blvd.
Chicago, IL 60604

Grant Number: IL1603L5T121902
Tax ID Number: 37-6001563
DUNS Number: 060864170

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Bloomington (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"); the Continuum of Care Program rule (the "Rule"), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD's total funding obligation for this grant is \$33,792, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
IL1603L5T121902	12 months	09-01-2020 - 08-31-2021	\$33,792
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$30,720
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$3,072
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Donald Kathan, Director

(Typed Name and Title)

April 23, 2020

(Date)

RECIPIENT

City of Bloomington

(Name of Organization)

By:



(Signature of Authorized Official)

Tari Renner

Mayor

(Typed Name and Title of Authorized Official)

5/12/2020 | 11:34 AM CDT

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

RESOLUTION NO. 2020 - _____

A RESOLUTION AUTHORIZING TRANSFER OF THE CONTINUUM OF CARE COORDINATED ENTRY GRANT TO PROVIDING ACCESS TO HELP (PATH)

WHEREAS, the City of Bloomington has been awarded the Continuum of Care Coordinated Entry Grant (IL1603L5T121902) from the US Department of Housing and Urban Development; and

WHEREAS, the Bloomington City Council authorized final execution of the grant agreement for the Continuum of Care Coordinated Entry Grant (IL1603L5T121902) on May 11, 2020; and

WHEREAS, Providing Access to Help (PATH) is the Collaborative Applicant for the McLean and Central Illinois Continuum of Care; and

WHEREAS, Providing Access to Help (PATH) is the only organization funded through the Continuum of Care Coordinated Entry Grant (IL1603L5T121902); and

WHEREAS, Providing Access to Help (PATH) has requested transfer of Continuum of Care Coordinated Entry Grant (IL1603L5T121902) to its organization.

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

That the recitals set forth are incorporated herein and City Manager, Mayor, or designated representatives, are authorized to execute any necessary documents to effectuate the grant transfer to PATH.

PASSED this 27th day of July 2020.

APPROVED this ____ day of July 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.K

FOR COUNCIL: July 27, 2020

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021 in the amount of \$507,400, and to approve the Contract with Diamond Design & Construction, Inc. in the amount of \$445,101.00 for the FY2021 De Brazza's Plaza Monkey Exhibit - Bid #2021-08 (Base bid + Alt. #3), as requested by the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION:

The proposed Ordinance and Contract be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

BACKGROUND: The Miller Park Zoo, located at 1020 S Morris Avenue, has a long history with the community. The Zoo has grown steadily since its humble beginnings around 1900. In addition to the display of numerous viewing opportunities of various animal species, the Zoo offers many educational opportunities. In keeping with the City of Bloomington's master plan for the Zoo, a single exhibit, featuring a breeding pair of De Brazza's monkeys and a duiker antelope, will be constructed just north of the existing Flamingo exhibit. The exhibit will have a holding building with separate rooms for both species, and a netted enclosure for a common outdoor living space for the two species. Zoo patrons will be able to view the animals in the exhibit through a glass window from a shaded observation area, as well as have the opportunity to see the animals from multiple angles, at a distance, through the netting of the large enclosure.

Shive-Hattery, Inc. prepared the FY 2020 De Brazza's Plaza Monkey Exhibit proposal package. Parks, Recreation & Cultural Arts Department (PRCA) advertised the project for competitive bids. Bids for the contract were received until 11:00 am, Friday, July 10th, 2020, in the office of the City Clerk. Five (5) bid proposals were received and opened. PRCA staff evaluated all the bid proposals and determined with the available funds and in the best interest of the City, to accept the base bid for the construction of the exhibit (main building and viewing area) and alternate #3 for hydronic in-floor heating. The apparent low bidder for this option was Diamond Design & Construction, Inc. at \$427,510 for the base bid and

\$17,591 for alternate #3 for a total project cost of \$445,101. Diamond Design & Construction was one of two local firms who bid on this project.

- \$100,000 was for the Zoo Concession/Parking Lot project.
- \$92,600.00 was previously awarded to Shive-Hattery, Inc. Architecture & Engineering to design the project.
- \$507,400 remains in the grant to cover the chosen base bid and alternate #3.

The City will be reimbursed for all the costs associated with this project. The Finance Department is monitoring the financial impact of the pandemic and will make adjustments as necessary.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The City was awarded an Illinois Department of Natural Resources Public Museum Capital Grant in the amount of \$700,000 for the zoo concession/parking lot project and the design and construction of the De Brazza Monkey Exhibit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This item was originally in the FY 2020 Budget and due to COVID-19 is being moved to FY 2021. The Budget will be amended by \$507,400 which is the amount remaining from future State Grant proceeds to pay for construction. If approved, this item will be awarded for \$445,101. The construction will be paid from the Capital Improvement-Building account (40100100-72520). Please see the attachment for more information on the budget amendment.

Funds totaling \$700,000.00 were awarded with a zoo grant, with \$600,000 to fund this project. \$100,000 was for the Zoo Concession/Parking Lot project. Of the \$600,000. \$92,600 was previously awarded to Shive-Hattery, Inc. Architecture & Engineering to design the project. \$507,400 remains in the grant to cover the chosen base bid and alternate #3.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeff Kohl, Parks Project Manager

Reviewed by:


Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

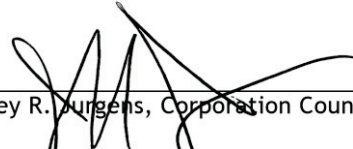
7/14/2020


Carla Murillo, Procurement Manager

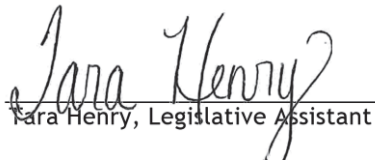
7/20/2020


Chris Tomerlin, Budget Manager

7/20/2020


Jeffrey R. Jurgens, Corporation Counsel

7/21/2020


Tara Henry, Legislative Assistant

7/23/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PRCA 1B Ordinance Debrazza Monkey Exhibit
- PRCA 1C Ordinance Exhibit Debrazza Monkey Exhibit
- PRCA 1D Bid #2021-08 Debrazza Monkey Exhibit Contract
- PRCA 1E Bid Tab Debrazza with Local Pref
- PRCA 1F Bid #2021-08 Diamond Bid Form Debrazza Monkey Exhibit

ORDINANCE NO. 2020 - ____

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

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

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2021 Budget, in the amount of \$507,400, and to approve the contract with Diamond Design & Construction, Inc. in the amount of \$445,101.00 for the FY2021 De Brazza's Plaza Monkey Exhibit - Bid #2021-08 (Base bid + Alt. #3) as requested by the Parks, Recreation & Cultural Arts and Finance Departments.

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

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

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

PASSED this 27th day of July 2020.

APPROVED this ____ day of July 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

FY 2021 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
40100100-53120	Capital Improvement	State Grants	\$ (507,400.00)	
40100100-72520	Capital Improvement	Buildings	\$ 507,400.00	
Net Transaction:			\$ -	

CITY OF BLOOMINGTON
CONTRACT WITH
Diamond Design & Construction Inc.
FOR
Debrazza Monkey Exhibit - MPZ

THIS AGREEMENT, dated this 27th day of July _____, 2020, is between the City of Bloomington (hereinafter "CITY") and Diamond Design & Construction 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 / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Bid #2021-08 Debrazza Monkey Exhibit - MPZ (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. This includes Public Act 100-1177 which became effective on June 1, 2019.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Construction of the
Debrazza Monkey Exhibit per bid specifications on file in Procurement Division.

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

Diamond Design & Construction Inc.

By:  _____
Its President

7/20/2020 | 10:06 AM CDT

By: _____
Its _____

**FY 2020 Debrazza Monkey Exhibit
Miller Park Zoo**

Bid No. #2021-08

Bid Tabulation

Bidder's Name	City, State	BASE BID	Alt #1	Alt #2
DIAMOND DESIGN & CONSTRUCTION, INC	Bloomington, IL	\$ 427,510.00	\$ 83,295.00	\$ 8,477.00
PJ HOERR, INC	Peoria, IL	\$ 560,900.00	\$ 41,000.00	\$ 15,000.00
ZOBRIST CONSTRUCTION	Morton, IL	\$ 513,865.00	\$ 92,300.00	\$ 14,775.00
CAD CONSTRUCTION, INC	Tremont, IL	\$ 674,750.00	\$ 45,000.00	\$ 8,550.00
FELMLEY-DICKERSON CO.	Bloomington, IL	\$ 544,800.00	\$ 42,000.00	\$ 8,400.00

Bidder's Name	City, State	Alt #3	Alt #4 (Removed from contract in addendum #1)	Alt #5
DIAMOND DESIGN & CONSTRUCTION, INC	Bloomington, IL	\$ 17,591.00	N/A	\$ 31,113.00
PJ HOERR, INC	Peoria, IL	\$ 18,000.00	N/A	\$ 29,000.00
ZOBRIST CONSTRUCTION	Morton, IL	\$ 20,150.00	N/A	\$ 29,500.00
CAD CONSTRUCTION, INC	Tremont, IL	\$ 15,900.00	N/A	\$ 14,825.00
FELMLEY-DICKERSON CO.	Bloomington, IL	\$ 17,700.00	N/A	\$ 18,000.00

Apparent Low Bidder:

Diamond Design &
Construction

Base Bid	\$	427,510.00
Alternate #3	\$	17,591.00
Total	\$	445,101.00
Local Pref Adjustment	\$	(13,353.03)
Total with Adjustment	\$	431,747.97

BID FORM

BID #2021-08

DEBRAZZA MONKEY EXHIBIT – MILLER PARK ZOO

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

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

We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

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

DESCRIPTION	AMOUNT
Construction of the Debrazza Monkey Exhibit	\$ <u>427,510.-</u>
ALTERNATE # 1: ADD / (DEDUCT)	\$ <u>83,295.-</u>
ALTERNATE # 2: ADD / (DEDUCT)	\$ <u>8,477.-</u>
ALTERNATE # 3: ADD / (DEDUCT)	\$ <u>17,591.-</u>
ALTERNATE # 4: ADD / (DEDUCT)	\$ <u> </u>
ALTERNATE # 5: ADD / (DEDUCT)	\$ <u>31,113</u>

The undersigned understands that any condition above, clarification made to the above, or information submitted on or with this form other than requested may render this bid unresponsive.

Diamond Design & Construction, Inc.
Firm

[REDACTED]
Authorized Signature

20088 Shaker Lake Rd.
Address

Bloomington IL 61705
City State Zip

309.662.8899
Phone Number

7/10/2020
Date

Email Address: Info@diamondddesignconstruction.com

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 9.A

FOR COUNCIL: July 27, 2020

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of a Financial Update: FY2020 and FY2021 COVID Projections, as requested by the Finance Department.

RECOMMENDED MOTION:

None; presentation only.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: A presentation of the FY2020 financial results will be provided, along with updated COVID related projections for FY2021. At the time of this meeting, the City will know the effects that an entire month of quarantine had on Sales Taxes. April 2020 was the first full month of quarantine. The taxes related to that month's retail sales will be received the week of July 6th, 2020. Sales Taxes account for nearly 31% of the General Fund's total revenues.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A. Presentation only.

FINANCIAL IMPACT: N/A. Presentation only.

COMMUNITY DEVELOPMENT IMPACT: N/A. Presentation only.

Respectfully submitted for Council consideration.

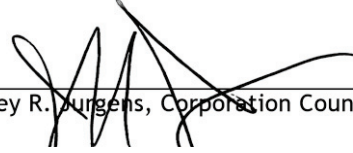
Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:



Chris Tomertin, Budget Manager

7/6/2020



Jeffrey R. Jurgens, Corporation Counsel

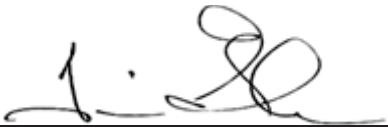
7/6/2020



Tara Henry, Legislative Assistant

7/7/2020

Recommended by:



Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: July 27, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring A Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department.

RECOMMENDED MOTION:

No modifications recommended at this time.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: On March 26, 2020, the City Council approved Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures. This Ordinance is effective for 28-day periods unless amended or repealed sooner by the City Council. Absent such repeal or amendment, the Ordinance continues in effect for additional 28-day periods.

As part of the passage of the Ordinance and due to its importance, the City Manager committed to placing Ordinance 2020-18 on every regular agenda. This allows the Council to repeal it as soon as the pandemic subsides, and thus end the use of the City's emergency powers.

On June 26, 2020, Governor Pritzker issued a new 30-day disaster proclamation related to the pandemic. As the community, including the City's businesses and residents, continue to address the impacts of the COVID-19 pandemic, City staff is not currently recommending the repeal of the Ordinance at this time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: There is no new financial impact associated with continuing Ordinance 2020-18 in effect.

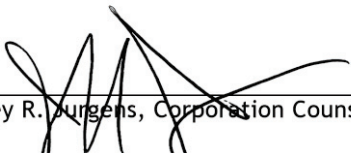
COMMUNITY DEVELOPMENT IMPACT: The continuation of Ordinance 2020-18 allows several key functions of the Community Development Department to continue that do not include

statutorily mandated public hearings, as well as the expansion of certain business operations for outdoor dining.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

	
Jeffrey R. Jurgens, Corporation Counsel	Tara Henry, Legislative Assistant
7/21/2020	7/22/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- LGL 1B Local Emergency Declaration Ordinance 2020-18
- LGL 1C Ord. No. 2020 - 21
- LGL 1D Ord. No. 2020 - 25
- LGL 1E Ord. No. 2020 - 30
- LGL 1F Ord. No. 2020 - 38
- LGL 1G Ord. No. 2020 - 45

ORDINANCE NO. 2020 - 18

AN ORDINANCE DECLARING A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS & ENACTING VARIOUS EMERGENCY MEASURES

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 to be a public health emergency of international concern and on March 11, 2020 declared it a worldwide pandemic; and

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States; and

WHEREAS, the Governor of the State of Illinois issued a disaster proclamation on March 9, 2020, due to the impact of the COVID-19 virus and has activated the State Emergency Operations Center; and

WHEREAS, the State Emergency Management Agency has declared a public health emergency due to the impact of the COVID-19 virus; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 outbreak; and

WHEREAS, the City Manager and staff have been meeting for weeks to begin preparing for the potential impact of the pandemic and has coordinated its response with McLean County and the Town of Normal; and

WHEREAS, the City Council has considered the existence of a public health emergency in acting upon this ordinance and actions required to promote the health, safety and welfare of its citizens; and

WHEREAS, 20 ILCS 3305/10J, of the Emergency Management Agency Act and 65 ILCS 5/8-10-5 of the Illinois Municipal Code and Chapter 12 of the Bloomington City Code provides political subdivisions with certain emergency authority; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS as follows:

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

SECTION 2. Emergency Authority. In accordance with the authority provided to the City by the Emergency Management Agency Act, the City Code and its home-rule authority, the following actions are authorized by the City Council:

- (A) Cancellation of Meetings. The Mayor may cancel meetings of any board or commission to which he appoints members. Any such cancellation shall automatically extend such deadlines for required actions by such board or commission as is specified in the cancellation notice. In lieu of the Mayor

cancelling said meetings, the Chairperson of any board or commission may cancel said meetings and are encouraged to do so absent a priority need.

- (B) Ability to Conduct Electronic Meetings. Any Council Member or board member of any board or commission, in accordance with Governor Pritzker's COVID-19 Executive Order No. 5 may attend any regular or special meeting via electronic means, including audio or video conferences. A physical quorum of the Trustees is not required before the remote participation is allowed.
- (C) Ability to Address Contract, Permitting and Licensure Issues. The City Manager shall have the authority, upon approval of both the Mayor and Mayor Pro Tem, to address any contract, permitting and/or licensing issues, including the suspension of any permits or licenses, as the City Manager may deem to be in the best interest of the City. The suspension of any license or permit may be overturned by a majority of the City Council at a subsequent City Council meeting.
- (D) Emergency Purchases. For any emergency purchases that are necessary, the City Manager shall follow the provisions of Chapter 16 of the Bloomington City Code.
- (E) Personnel Policies & Union Contracts. The City Manager's authority is hereby reaffirmed that he may adjust any personnel policies related to leave time, other benefits or terms and conditions of employment as are reasonably related to providing sufficient staffing during the term of the emergency. In addition, he is authorized to enter into such temporary agreements, including memoranda of understanding with the City's bargaining units in order to promote the provision of City services and the health and safety of the public and employees during the emergency.
- (F) Facility Closures. The authority of the City Manager is hereby reaffirmed to close City facilities as is reasonably required to protect the health of the public and employees of the City.
- (G) Administrative Court. The Corporation Counsel is authorized to extend any timeframe for responses related to City ordinance violations in recognition of the emergency and to suspend the City's Administrative Court and/or continue said cases.
- (H) Moratorium on Interest, Fines and Penalties. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within 30 days after the conclusion Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof, or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

- (I) Payment of City Bills. The City Manager may authorize the issuance of payments to City vendors, contractors and utilities if the City Council is unable to meet on a regularly scheduled meeting date. Any such payments must be reported to the City Council in writing at a future public meeting.
- (J) Water Shut Offs. All City utility shut offs for nonpayment shall be suspended while this ordinance is in effect.
- (K) Acceptance of Applications. The City is authorized to accept applications for all City licenses and permits electronically, and may accept all other documentation required related to said applications electronically.
- (L) Written Public Comment. The City Manager shall implement procedures encouraging the electronic submission of written comments for public meetings beyond those set forth in Chapter 2, Section 85(I). These procedures shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof.
- (M) Community Development Approvals. The City Manager and Director of Community Development, or City Planner in the absence of the Director of Community Development, shall have the authority to approve grant applications, the awarding of historic preservation grants, cite plans not involving special uses, certificates of appropriateness, and to postpone any meetings regarding the Planning Commission and Zoning Board of Appeals. Any applications requiring a public hearing may also be postponed by the City Manager.
- (N) Liquor Commissioner Authority to Allow Deliveries. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.
- (O) Intergovernmental Agreements. The City Manager is authorized to execute intergovernmental agreements that address the response and needs associated with this local disaster declaration that he deems to be in the best interests of the City.

SECTION 3. Other Emergency Powers Disallowed. The Emergency Powers in Chapter 12, Section 11 are not necessary to address the COVID-19 crisis. Accordingly, no such powers may be exercised by the Mayor, City Manager or their successors.

SECTION 4. Succession Planning. In the absence or incapacity of the Mayor, the Mayor Pro Tem shall serve as the Mayor of the City of Bloomington and shall have all authority and power of the Mayor, including the emergency powers set forth in this Ordinance. If the Mayor Pro Tem is incapacity or otherwise serving as Mayor, the City Council shall appoint a new Mayor Pro Tem. In the absence or incapacity of the City Manager, the Deputy City Manager shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance. In the absence or incapacity of both the City Manager and the Deputy City Manager, the Corporation Counsel shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance.

SECTION 5. Declaration of a Local Disaster. This Ordinance shall be construed as a declaration of a local disaster as provided for under Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11.

SECTION 6. Amendment of City Code. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 7. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 8. Publication. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

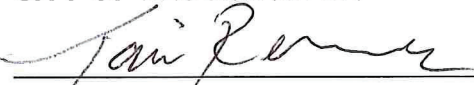
SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 10. Effectiveness & Duration. This ordinance takes effect immediately upon its passage due to the urgency of implementing appropriate responses to the COVID-19 virus, which is causing or anticipated to cause widespread impacts on the health of members of this community. The recitals are incorporated into this Section. This ordinance shall be effective for 28 days from the date of passage unless repealed or amended sooner by the City Council. The ordinance shall continue for 28-day periods thereafter unless repealed or amended by the City Council.

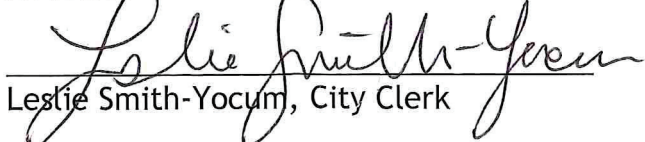
PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON


Tari Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - 21

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD CLUB LIQUOR LICENSES TO SECTION 2(N)**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by amending Section 2(N) to read as follows (added; deleted):

(N) Liquor Commissioner Authority to Allow Deliveries. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), club liquor license holders (Class CA and Class CB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 13th day of April 2020.

APPROVED this 15th day of April 2020.

CITY OF BLOOMINGTON

Tari R. Pendergast, Mayor

ATTEST

Leslie G. Gamm, City Clerk



ORDINANCE NO. 2020 - 25

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO ADD A NEW SECTION 2(P) TO ALLOW THE PRORATION OF THE CITY'S VIDEO GAMING LICENSE FEES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(P) as follows:

(P) Video Gaming License Fee Proration; Other License Fee Prorations. To account for the mandated closure of video gaming establishments, the City shall prorate the City's video gaming license fee as follows: (1) for the license year May 1, 2019, through April 30, 2020, the City shall reimburse license holders 12% of the license fee paid within 15 days of adoption of this Ordinance; and (2) for the license year May 1, 2020, through April 30, 2021, the City shall issue a refund of the license fee based on the prorated amount of time the establishment was not authorized to operate within said year by the Illinois Gaming Board due to the COVID-19 pandemic or may otherwise offset said amount when the license fee is paid. Any such refund shall be paid by the City within 15 days after video gaming establishments are lawfully authorized to resume operations by the Illinois Gaming Board. The City Manager is similarly authorized, by Executive Order, with the written concurrence of both the Mayor and Mayor Pro Tem, to prorate other annual City license fees for license holders that are not permitted to operate by state or federal mandate due to the COVID-19 pandemic.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 27th day of April 2020.

APPROVED this 28th day of April 2020.

CITY OF BLOOMINGTON

Tari Penner
Tari Penner, Mayor

ATTEST

Leah L. Young
Leah L. Young, City Clerk



ORDINANCE NO. 2020 - 30

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(Q) REGARDING LIQUOR LICENSE FEES
AND A NEW SECTION 2(R) REGARDING COVID-19 GRANTS**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(Q) as follows:

(Q) Liquor License Fee Proration. Establishments with a City liquor license that are not operating due to the pandemic, may apply to have their license fees prorated for the license year based on the amount of time the business was closed due to Executive Order of the Governor of the State of Illinois. To qualify for a proration in the license fee, the establishment must have been closed and may not have been providing curbside pickup and/or delivery. This shall be a one-time proration and only for establishments that were closed continually for at least 30 days. Establishments must apply for the proration refund to the City Clerk and shall be required to provide proof of closure by affidavit and/or other documentation as deemed appropriate by the City Clerk. Applications must be received by the City Clerk at least 30 days after establishments are allowed to have customers/patrons “dine-in” regardless of capacity restrictions.

SECTION 2. That Ordinance 2020-18 is hereby amended by adding a new Section 2(R) as follows:

(R) COVID-19 GRANT AGREEMENTS. The City Manager, or designee, is authorized to enter into grant agreements on behalf of the City related to the COVID-19 pandemic and to submit grant applications related to same.

SECTION 3. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 11th day of May 2020.

APPROVED this 12th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leticia Young, City Clerk



ORDINANCE NO. 2020 - 38

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(S) REGARDING
TEMPORARY OUTDOOR BUSINESS OPERATIONS AND STREET CLOSURES**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(S) as follows:

(S) Temporary Outdoor Business Operations & Street Closures. The City Manager shall have the authority, through Executive Order, to temporarily close streets, or portions thereof, for outside use by businesses when said closure can be performed in a safe manner. The City Manager is also authorized to allow for the outdoor temporary expansion of premises for businesses, including but not limited to on closed public streets and/or other right-of-way areas of the City, including parking lots, parking spaces and alleys. The City Manager shall provide for the closure of any streets and the process for expansion of premises by Executive Order. No fee shall be required for any expansion, but appropriate insurance, waivers, barriers, plans, and other safety measures may be required. The City Manager may likewise waive any other requirements related to the expansion of a business premises for off-premises use and/or the placement of tents for outdoor use and may implement other Executive Orders to allow for and expedite the allowance of outdoor business operations.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 26th day of May 2020.

APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, City Clerk

ATTEST

Leslie Simon Recum
Leslie Simon Recum, City Clerk



ORDINANCE NO. 2020 - 45

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO MODIFY SECTION 2(H) REGARDING THE MORATORIUM ON
INTEREST, FINES AND PENALTIES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by modifying Section 2(H) as follows:

- (S) Moratorium on Interest, Fines and Penalties. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020 and thereafter until our region begins Phase 4 of the Restore Illinois Plan, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within ninety (90) days after our region hits Phase 4 of the Restore Illinois Plan, expected to be June 26, 2020, ~~30 days after the conclusion of Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof,~~ or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 24th day of June 2020.

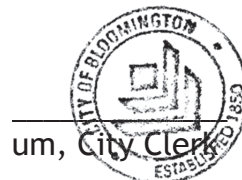
APPROVED this 25th day of June 2020.

CITY OF BLOOMINGTON

Tari Renner _____
or

ATTEST

Les _____





REGULAR AGENDA ITEM NO. 9.C

FOR COUNCIL: July 27, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on Council Member Mwilambwe's Agenda Initiative Proposal to make Juneteenth a City holiday, as requested by the Administration Department.

RECOMMENDED MOTION:

That staff be directed to draft and bring back an Ordinance for consideration, formally making Juneteenth a City holiday.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Per Chapter 2, Section 18.2A(2): Agenda items and voting, the Mayor and Council Members may put forth agenda initiatives by completing an Agenda Initiative Form and submitting it to the City Clerk. Upon submission, the form is added to the agenda of the next Committee of the Whole for consideration.

At the July 20, 2020 Committee of the Whole meeting, Council Member Mwilambwe brought forward an Agenda Initiative (attached). Council Member Mwilambwe's initiative proposed that Juneteenth be declared a City holiday and that the City encourage local businesses to observe it as well, so that their employees and families can reflect on the significance of the historic day. A majority of the Council Members present at that meeting voted to have the initiative placed on a future City Council agenda for further discussion.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, City Clerk

Reviewed by:

Attachments:

- ADM 3B Mayor and Council Member Agenda Initiative Proposal Form - Juneteenth



**MAYOR & COUNCIL MEMBER
AGENDA INITIATIVE PROPOSAL FORM**

SPONSOR: Mboka Mwilambwe

PROPOSED INITIATIVE:

In light of the recent events, I would like to propose that Juneteenth be declared a City holiday and encourage local businesses to observe it as well, so that their employees and families can reflect on the significance of this historic day. Anecdotal information suggests that Juneteenth is not a widely known event, not only in our community but also in the state and the nation. Locally, Juneteenth celebrations have been the work of local volunteers who took it on as a labor of love project and often struggled to attain widespread community exposure. I believe celebrating the triumph of our nation over slavery in this manner will help us understand each other better and is one of several fitting ways to use the recent events as inspiration to lead our community towards a brighter future.

ESTIMATED CITY STAFF TIME TO RESEARCH & PREPARE FULL COUNCIL MEMO ON PROPOSED INITIATIVE, INCLUDING BACKGROUND AND ANY NECESSARY RESEARCH:

☐ Nominal (less than 5 hours)

☒ Moderate (5 to 10 hours)

☐ Significant (more than 10 hours)

ESTIMATED COST OF PROPOSED INITIATIVE: Unknown at this time but this would be part of the staff's review.

WILL THE PROPOSED INITIATIVE REQUIRE A BUDGET AMENDMENT?

☐ Yes

☒ No

WHAT CITY PROGRAMS OR STAFF ACTIVITIES ARE PROPOSED TO BE CUT OR REDUCED IN LIEU OF THE PROPOSED INITIATIVE, IF ANY:

At this moment, I want staff to investigate the idea and get back to us with more details. That said I envision the Human relations Commission being involved in some capacity. There could also be an economic development aspect to this.

Mboka Mwilambwe

June 18th, 2020

SPONSOR SIGNATURE

DATE SUBMITTED