

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
JULY 22, 2024



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC HEARING

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Jeff Jurgens

Deputy City Manager - Billy Tyus

Deputy City Manager - Vacant

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, JULY 22, 2024, 6:00 PM**

1. Call to Order

2. Pledge of Allegiance to the Flag

3. Remain Standing for a Moment of Silent Prayer and/or Reflection

4. Roll Call

5. Recognition/Appointments

- A. Proclamation for Arts & Health Day on July 27, 2024, as requested by the Administration Department. *(Recommended Motion: None; Recognition only.)*
- B. Presentation and Recognition of the 2024 Youth Enrichment Program (YEP) Participants, as requested by the Human Resources Department. *(Recommended Motion: None; Presentation only.) (Presentation by Nicole Albertson, Human Resources Director; Jenny Smith, Recruiter; and the 2024 Mentee Participants, 20 minutes; and City Council Discussion, 10 minutes.)*

6. Public Comment

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

7. Public Hearings

- A. Public Hearing for the Program Year 2023 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER), as requested by the Economic & Community Development Department. *(Recommended Motion: None; Presentation and Testimony only.) (Presentation by Melissa Hon, Economic & Community Development Director; and City Council Discussion, N/A.)*

8. Consent Agenda

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

- A. Consideration and Action to Approve the Minutes of the June 24, 2024, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended*

Motion: The proposed Minutes be approved.)

- B. Consideration and Action on Approving Bills and Payroll in the Amount of \$9,656,268.09, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action to Approve the Purchase of Shared Server Storage Arrays from Pure Storage Hardware and Three Years of Support through SHI International Corp., in the Amount of \$175,363.48, as requested by the Information Technology Department. *(Recommended Motion: The proposed Purchase be approved.)*
- D. Consideration and Action to Approve an Agreement with the Farnsworth Group, Inc., for the Engineering Design Services Associated with the Illinois Department of Transportation, US 51 Rehabilitation and Watermain Replacement Project, in an Amount Not to Exceed \$337,300, as requested by the Water Department. *(Recommended Motion: The proposed Agreement be approved.)*
- E. Consideration and Action on Approving a Three-Year Agreement with Info-Tech Research Group for Information Technology Research and Advisory Services Renewal, in the Amount of \$60,009.19, as requested by the Information Technology Department. *(Recommended Motion: The proposed Agreement be approved.)*
- F. Consideration and Action on a Resolution Authorizing the City of Bloomington's Participation in Certain Settlement Agreement Programs Arising from the National Opioid Crisis Class Action Lawsuit, as requested by the Legal Department. *(Recommended Motion: The proposed Resolution be approved.)*
- G. Consideration and Action on an Ordinance Authorizing a Construction Agreement with Rowe Construction - A Division of United Contractors Midwest for the Fiscal Year 2025 General Resurfacing Program, in the Amount of \$6,841,961.14, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance be approved.)*
- H. Consideration and Action on an Ordinance Approving a Zoning Map Amendment from R-1B (Single-Family Residence) District to P-2 (Public Lands & Institutions) District for the Property at Prairie Vista Golf Course Legally Described as the North 200 Feet of the West 200 Feet of Lot 30 in the Subdivision of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, IL (Part of PIN: 21-17-428-004), as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- I. Consideration and Action on an Ordinance Authorizing a Construction Agreement with LS Mechanical, for Boiler Replacements at Fire Stations 1 and 2 (Bid #2025-05), in the Amount of \$114,681, as requested by the Department of Operations & Engineering Services and the Fire Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- J. Consideration and Action on an Ordinance Authorizing Boundary Modifications to the Area Known as the Bloomington-Normal Enterprise Zone Amendment 4 - Rivian Expansion, as requested by the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.)*

- K. Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 17 Regarding Composition of the Bloomington Fire Department, as requested by the Fire Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- L. Consideration and Action on an Ordinance Approving Amendments to Amended and Restated Lease Agreement Setting Lease Payment Amounts for 2023 and 2024, as requested by the Legal Department and the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- M. Consideration and Action on an Application from R.J. Just, Inc., d/b/a Rob Dobs Restaurant & Bar, located at 801 N. Hershey Rd., Requesting Approval of a Redefinition of Premise for their Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved.)*
- N. Consideration and Action on an Application from Dublin Bay, LLC, d/b/a Killarney's Irish Pub, located at 523 N. Main St., Requesting Approval of a Change in Ownership and a Reduction in Classification from a Class TAPS (Tavern, All Types of Liquor, Package, and Sunday Sales) to a Class TAP (Tavern, All Types of Liquor, and Package Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved.)*

9. Regular Agenda

- A. Consideration and Action on an Intergovernmental Agreement Concerning the Proposed Downtown TIF (Tax Increment Financing) Redevelopment Project Area, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Intergovernmental Agreement be approved contingent on the approval of the 2024 Downtown TIF District.) (Presentation by Melissa Hon, Economic & Community Development Director, 5 minutes; and City Council Discussion, 5 minutes.)*
- B. Consideration and Action on an Ordinance Terminating the Downtown - Southwest TIF District, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Melissa Hon, Economic & Community Development Director, 5 minutes; and City Council Discussion, 5 minutes.)*
- C. Consideration and Action on an Ordinance Approving the Downtown TIF Redevelopment Project Area Plan and Project, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Melissa Hon, Economic & Community Development Director, 5 minutes; and City Council Discussion, 5 minutes.)*
- D. Consideration and Action on an Ordinance Designating the Proposed Downtown TIF Redevelopment Project Area, a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Melissa Hon, Economic & Community Development Director, 5 minutes; and City Council Discussion, 5 minutes.)*
- E. Consideration and Action on an Ordinance Adopting Tax Increment Allocation

Financing for the Downtown Redevelopment Project Area, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Melissa Hon, Economic & Community Development Director, 5 minutes; and City Council Discussion, 5 minutes.)*

- F. Consideration and Action on an Ordinance Amending Chapter 16 of the City Code Regarding Public Works Contracts and Project Labor Agreements, as requested by the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeff Jurgens, City Manager, 5 minutes; and City Council Discussion, 10 minutes.)*
- G. Consideration and Action on a Resolution Setting Housing Priorities Related to the Affordability of the Current Housing Stock in the City of Bloomington, as requested by the Administration Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Jeff Jurgens, City Manager, 5 minutes; and City Council Discussion, 15 minutes.)*

10. Finance Director's Report

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

11. City Manager's Discussion

12. Mayor's Discussion

13. Council Member's Discussion

14. Executive Session

15. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Arts & Health Day on July 27, 2024 , as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Arts & Health Day Proclamation](#)



Mayoral Proclamation
Arts & Health Day (July 27, 2024)

WHEREAS, the National League of Cities recognizes that arts and culture have a tremendous impact on cities, towns, and villages across the county;

WHEREAS, the National League of Cities recognizes that the impact of arts and culture spans economic development, community and individual health, housing and the built environment, workforce development, civic participation, education, activism, and social cohesion;

WHEREAS, participation in arts experiences has been shown to reduce depression and anxiety, improve physical health outcomes, reduce social isolation, and build strong community networks;

WHEREAS, through Arts for EveryBody, the National League of Cities has championed the work of cities of all sizes to increase community wellbeing through partnerships with the arts and artist employment;

WHEREAS, City of Bloomington is a proud member of the National League of Cities and has benefited from the organization's research, technical expertise, federal advocacy and opportunities to learn from other local governments;

WHEREAS TODAY, the national venture Arts for EveryBody is celebrating and amplifying the intrinsic health benefits of the arts and culture with 18 communities across the United States;

WHEREAS, City of Bloomington values the contributions of the arts and culture sector to the City of Bloomington and how the arts make our community unique, engaging, and robust;

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington hereby proclaims July 27, 2024 as **Arts & Health Day** in celebration of all that the arts and culture contribute to the social cohesion and wellbeing of the City of Bloomington.

Mboka Mwilambwe
Mboka Mwilambwe
Mayor



Leslie Yocum
Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation and Recognition of the 2024 Youth Enrichment Program (YEP) Participants, as requested by the Human Resources Department.

RECOMMENDED MOTION: None; Presentation only.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: The Youth Enrichment Program (YEP) started in 2019 to support a partnership between youth and local government in the City of Bloomington. Students aged 15-22 are matched with a mentor in one of the City's 14 departments to learn skills in civic engagement, office etiquette, and collaboration.

For high school students, the program provides a comprehensive understanding of the professional duties that support municipal governments. For college students, the program creates an authentic channel through which young adults can explore their interests, future career paths, and strengths in an office environment. All participants gain a sense of responsibility for the City's well-being, which is essential to local government whose future depends on today's youth.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The NAACP (National Association for the Advancement of Colored People) and students from McLean County schools.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk



PUBLIC HEARINGS ITEM NO. 7.A.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Public Hearing for the Program Year 2023 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER), as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: None; Presentation and Testimony only.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 4b. Upgraded quality of older housing stock
Objective 4c. Preservation of property/home valuations
Objective 4d. Improved neighborhood infrastructure

BACKGROUND: On April 30, 2024, the City of Bloomington finished the 49th year of administering the Community Development Block Grant ("CDBG") program that is funded by the U.S. Department of Housing and Urban Development ("HUD"). Established through the Housing and Community Development Act of 1974, the CDBG program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low-to-moderate income persons. CDBG funding must meet one of three national objectives: benefiting low- to-moderate income persons, preventing or eliminating slums or blight, and meeting urgent community needs.

The City is required to submit a Consolidated Annual Performance Evaluation Review ("CAPER") report to HUD at the end of each CDBG program year. The CAPER outlines the annual accomplishments in relation to the annual goals outlined in the Annual Action Plan for the program year. Program Year 2023 occurred from May 1, 2023, to April 30, 2024.

During Program Year 2023, the City invested over \$700,000 of CDBG funds in the community. Activities included housing rehabilitation, demolition, public facility and infrastructure projects, public services, and fair housing activities. These activities are designed to meet the needs of low-to-moderate income community members. Highlights of these activities include, but are not limited to, the following accomplishments:

- Rehabilitation of owner-occupied units (8)
- Accessibility ramp installation for owner-occupied unit (1)
- Water-Sewer service for new affordable housing unit (1)
- Demolition of abandoned and deteriorated residential housing unit (1)
- Public service projects (6)
- Public facility improvement (1)
- Sidewalk Improvement (1)

- Section 3 job training (1)
- Fair housing program (1)
- Community planning projects (1)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

The draft CAPER was made available to the public on Tuesday, July 9, 2024. The public comment period will close on Monday, July 25, 2024. Notice of the public hearing and public comment period was published in *The Pantagraph* on Thursday, June 20, 2024. A copy of the draft CAPER has been available on the City's website, the HUB, the Economic and Community Development Department office, and at the Bloomington Public Library.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal N-1 (Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objective N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration Area); Goal H-1 (Ensure the availability of safe, attractive, and high quality housing stock to meet the needs of all current and future residents of Bloomington), Objective H-1.2 (Ensure an adequate supply of affordable housing for low to moderate income households), Objective H 1.3 (Create a life-long community by fostering housing stock that meets the needs of residents of all ages and abilities); Goal H-2 (Ensure reinvestment in the established older neighborhoods and compact development of the City), Objective H- 2.3 (Rehabilitate housing in the designated Regeneration Area); Goal CWB-1 (End chronic homelessness and reduce the severity of situational homelessness.), Objective CWB-1.1 (Reduce homelessness through programs for prevention); Goal CWB-2 (Create a lifelong community that meets the needs of residents of all ages and abilities), Objective CW2.1 (Promote the welfare of older adults and persons with disabilities to foster maximum independence so they can continue to be an integral part of the community); and Goal TAQ-1 (A safe and efficient network of street, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.4 (Pedestrian safety for users of all transportation facilities).

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:

[EC&D 1B Program Year 2023 CAPER Draft](#)

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City conducted a variety of community development activities in Program Year 2023 (May 1, 2023- April 30, 2024) designed to meet the needs of low and moderate income community members. Activities focused on the following areas.

- 1. Rehabilitation of single-family, owner-occupied housing (8 units)
- 2. Accessibility ramps for single-family, owner-occupied housing unit (1 unit)
- 3. Water-Sewer service for new affordable residential housing unit (1 unit)
- 4. Demolition of a blighted and deteriorated residential housing structure (1 unit)
- 5. Public service projects (6)
- 6. Public facility improvement (1)
- 7. Public infrastructure improvement (1)
- 8. Section 3 job training (1)
- 9. Fair housing program (1)
- 10. Community planning program (1)

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and

explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administer CDBG effectively and proficiently.	Affordable Housing Public Housing Non-Housing Community Development	CDBG: \$	Other	Other	0	0				
COVID-19 Prevention, Preparation, and Response	Affordable Housing Business Support/Economic Development	CDBG: \$ / CDBG- CV: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	25	191	764.00%			
COVID-19 Prevention, Preparation, and Response	Affordable Housing Business Support/Economic Development	CDBG: \$ / CDBG- CV: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	125	176	140.80%			
COVID-19 Prevention, Preparation, and Response	Affordable Housing Business Support/Economic Development	CDBG: \$ / CDBG- CV: \$	Homeless Person Overnight Shelter	Persons Assisted	25	105	420.00%			

COVID-19 Prevention, Preparation, and Response	Affordable Housing Business Support/Economic Development	CDBG: \$ / CDBG-CV: \$	Homelessness Prevention	Persons Assisted	0	86						
COVID-19 Prevention, Preparation, and Response	Affordable Housing Business Support/Economic Development	CDBG: \$ / CDBG-CV: \$	Jobs created/retained	Jobs	0	60						
COVID-19 Prevention, Preparation, and Response	Affordable Housing Business Support/Economic Development	CDBG: \$ / CDBG-CV: \$	Businesses assisted	Businesses Assisted	30	60	200.00%					
Elimination of slum and blight conditions.	Affordable Housing Non-Housing Community Development	CDBG: \$	Homeowner Housing Added	Household Housing Unit	15	4	26.67%					
Elimination of slum and blight conditions.	Affordable Housing Non-Housing Community Development	CDBG: \$	Buildings Demolished	Buildings	5	5	100.00%	1	1			100.00%
Preservation of existing affordable housing stock.	Affordable Housing Public Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	35	62	177.14%					
Preservation of existing affordable housing stock.	Affordable Housing Public Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	100	54	54.00%	14	9			64.29%

Provide quality services and facilities.	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3000	8715	290.50%	1621	2887	178.10%
Support the provision of public service activities	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5000	9488	189.76%	1400	1765	126.07%
Support the provision of public service activities	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	276				
Support the provision of public service activities	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Homelessness Prevention	Persons Assisted	1500	1702	113.47%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

Housing Rehabilitation Activities

The City used CDBG funding to support rehabilitation and accessibility improvements on nine (9) residential owner-occupied, single-family housing units during Program Year 2023. Eight (8) of the projects completed were through the City's zero percent (0%) interest deferred payment loan program. One (1) household received a grant for an accessibility ramp through the City's partnership with Cornbelt AMBUCS. Additionally, water and sewer service for one (1) new affordable housing unit was completed in the program year. Habitat for Humanity of McLean County will work to construct the new affordable housing unit on the parcel. The housing rehabilitation activities helped alleviate health, safety, accessibility, and code violations on properties throughout the community. In total, \$334,539.89 was spent during Program Year 2023 on housing rehabilitation activities.

Demolition Activities

During Program Year 2023, the City demolished one (1) structure with CDBG funds. The now vacant parcel will be used to construct a new unit of affordable housing. In total, \$20,811.15 was spent on CDBG housing demolition activities during the program year.

Public Facility and Infrastructure Activities

The City used CDBG funding to support one (1) public facility improvement activity and one (1) public infrastructure project during the program year. The public facility improvement activity supported Americans with Disabilities Act (ADA) improvements and a retaining wall improvement for Mid-Central Community Action (MCCA). During Program Year 2023, the City also finished the Program Year 2022 sidewalk project on the City's West side. The sidewalk improvement project slated for Program Year 2023 was delayed due to the timing of the annual entitlement funding for Program Year 2023 and limitations on construction during the winter months. The Program Year 2023 sidewalk improvement project is likely to be completed in Program Year 2024. In total, \$207,388.09 was spent during Program Year 2023 on public facility and infrastructure activities.

Administrative, Fair Housing, Section Three Training, and Community Planning Activities

The City continued the partnership with Prairie State Legal Services (PSLS) to provide fair housing services to income qualified Bloomington community members. This partnership underscores the City's commitment to affirmatively furthering fair housing. In Program Year 2023,

City of Bloomington CDBG Program Year 2023 CAPER-DRAFT

5

PSLS completed intake services and legal representation services, if needed, for community members facing housing discrimination or other unlawful practices. Additionally, PSLS conducted fair housing tests throughout the community to take a proactive approach to eliminating unfair housing practices. Twenty-one (21) outreach events were also held by PSLS during the program year. The City also funded Section Three job training opportunities in partnership with the Housing Authority of the City of Bloomington. This included a job and community resource fair and a career and self-sufficiency training. The City's partnership with the McLean County Regional Planning Commission (MCRPC) continued as community partners engaged in fruitful discussions and research through the Housing Staff Committee and Affordable and Supportive Housing Committee. MCRPC also has continued to provide high quality research that will be incredibly important for future planning, including the next five-year consolidated plan process that began in Program Year 2023. Additional funds were used to support administrative needs to run the various CDBG activities in the program year. In total, \$53,425.89 was spent in Program Year 2023 to support community planning, Section Three, and fair housing activities. An additional \$21,576.01 was spent in Program Year 2023 for general administration of the CDBG program.

Public Services

Activities that support public services are a critical piece of the community's social service infrastructure. In Program Year 2023, six (6) public service activities were funded by the City's CDBG program. The Peace Meals program operated by the OSF Healthcare System served 1,212 community members by providing meals and nutrition services to seniors. Of the people served with the Peace Meal program, over ninety-five percent (95%) community members served reported they can continue living in their homes, in part, because of this service. The West Bloomington Revitalization Project (WBRP) served 596 community members with a variety of community programs. Programs include a Bicycle Co-Op that supports community members traveling to work and increasing their well-being, a tool library where clients can rent tools to maintain their homes, and a bed blitz that builds bed frames for community members in need. Partners for Community served 231 community members through their Recycling Furniture for Families program in the program year. This program assists community members acquire housewares and home furnishings. KTB Financial Services, Inc. served 118 community members and helped them avoid homelessness, improve food security, receive medical care, and prevent fraud against vulnerable community members. KTB Financial Services Inc. serves disabled and elderly community members. PATH served 68 community members in the program year between homeless and emergency services. In total, \$67,586.82 was spent during Program Year 2023 for public service activities.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	1,158
Black or African American	1,236
Asian	45
American Indian or American Native	32
Native Hawaiian or Other Pacific Islander	11
Total	2,482
Hispanic	210
Not Hispanic	2,449

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Data populated into this table has been adjusted to reflect the information found in PR-23 report. The total served should be 2,659 community members based on the PR-23 report. Of that number 210 community members were of Hispanic ethnicity. In addition to the race categories above, the following categories were represented on the PR-23 report: American Indian/Alaskan Native and White, Black/African American and White, American Indian/Alaskan Native & Black/African-American, and other multi-race.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	708,282	714,528

Table 3 - Resources Made Available

Narrative

The City once again increased CDBG expenditures beyond the annual allocation in Program Year 2023 to spend down carry-over funds from previous program years. Program Years 2020 and 2021 were significantly impacted by the COVID-19 Pandemic and this impact lowered CDBG spending in those years. To ensure compliance with 24 CFR 570.902, the City must maintain no more than 1.5 times the entitlement grant amount for the current program year available to draw. Lower CDBG spending in Program Years 2020 and 2021 increased the level of carry-over funds beyond the limit set by 24 CFR 570.902. During this program year, the City's CDBG spending was enough to meet the requirements in 24 CFR 570.902.

The \$714,527.85 includes Program Year 2022 public infrastructure improvement activities that were delayed. Currently, an additional \$90,000.00 allocated from the Program Year 2023 Annual Action Plan is expected to be spent in Program Year 2024 due to delays in receiving CDBG funds from HUD and local weather constraints.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
LMA Preservation Area	10	33	
LMA Regeneration Area - Outside WBRP	30	33	
WBRP Service Area	60	22	

Table 4 – Identify the geographic distribution and location of investments

Narrative

Eligibility for all CDBG programs is based on income, national objective criteria, other applicable Federal regulations, and other program requirements. The City does not restrict funds based on geography within the City's corporate boundaries, so estimating percentage of the allocation is difficult. The target area information is based on City single-family residential housing rehabilitation activities. One (1) of the single-family housing rehabilitation projects occurred outside of the target areas listed above, which is why the total does not equal one hundred percent (100%). The WBRP service area is within the City's regeneration area. Estimating the geographic distribution of housing rehabilitation services in the

Annual Action Plan is extremely difficult given the City does not have geographic constraints on the housing rehabilitation program outside of the requirement to be within the corporate boundaries of the City.

Properties that are unfit for rehabilitation are typically demolished using CDBG or other state funding sources. After the structure is demolished, the City owned land, if buildable, is then provided to Habitat for Humanity for the construction of new affordable housing stock. The City does not operate a land bank or trust but makes an effort to make City owned land zoned for residential purposes available for new affordable housing development.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Bloomington Economic and Community Development Department continues to seek ways to leverage resources to increase or enhance the level of services it provides to low-to-moderate income community members. Primary constraints are related to financial, contractor, and staff resources. Staff will continue to seek partnerships and opportunities that allow for additional service or better services for the community. In Program Year 2023, the City leveraged funding from Illinois Housing Development Authority (IHDA) Home Repair and Accessibility Program (HRAP). The IHDA HRAP program supports housing rehabilitation on owner-occupied single-family homes.

The City also is the Trustee of the John M. Scott Trust, which provides grants to health care and social service organizations to meet the health care needs of residents in McLean County. This trust is administered by an eleven (11) member commission and the Community Enhancement Division's Grants Coordinator. During this program year the Trust provided over \$700,000 in grants to organizations. This program in addition to CDBG public service spending continue to be important aspects of the community's social service infrastructure.

The City was awarded a 2.3 million dollar Lead-Based Paint Hazard Reduction Program and Healthy Homes grant in 2020. This grant will allow for the abatement of lead-based paint hazards in approximately 92 housing units. Delays in program implementation have come from continued challenges related to the COVID-19 Pandemic, contractor availability, and staff changes. These challenges continued in part of Program Year 2023, but the program became operational after a two and a half year delay in Program Year 2023. This grant was provided a year extension to serve community members into 2025.

American Rescue Plan Act (ARPA) funds provided to the City were used for a variety of socio-economic needs including housing rehabilitation and non-profit grants. The ARPA housing rehabilitation program provides grants up to \$45,000 for health, life, safety, and code compliance issues in housing units with households at or below 80% of the Area Median Income (AMI).

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	15	10
Number of Special-Needs households to be provided affordable housing units	0	0
Total	15	10

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	3	0
Number of households supported through Rehab of Existing Units	12	10
Number of households supported through Acquisition of Existing Units	0	0
Total	15	10

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City's Lead-Based Paint Hazard Reduction Program (LBPHRP) became operational in Program Year 2023. However, none of the projects completed in the program year required or utilized CDBG match for lead abatement activities as initially thought. This lowered the number of housing rehabilitation activities that used CDBG funds during the program year. While the City has enough general contractors to complete the projected level of housing rehabilitation projects in a program year, contractor

recruitment is still an issue. Contractor availability is a national issue, but particularly acute in McLean County due to increased development within the county.

Delays in the transfer of the deeds and new construction led to a lower than expected total of new housing units constructed through the City's partnership with Habitat of Humanity of McLean County. Issues related to the deed transfer have been solved and these parcels will likely begin construction in Program Year 2024.

Discuss how these outcomes will impact future annual action plans.

The City considered the factors listed above when drafting the Program Year 2024 Annual Action Plan. Goals are continually evaluated to reflect the issues discussed in the previous section. The City engaged in extensive marketing efforts for the Lead-Based Paint Hazard Reduction Program (LBPHRP), which will hopefully lead to projects that require CDBG match. For plans beyond Program Year 2024, the 2025-2029 Consolidated Plan creation will guide future goals and priorities.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	4	0
Low-income	2	0
Moderate-income	3	0
Total	9	0

Table 7 – Number of Households Served

Narrative Information

Although the City does not utilize CDBG funding to support the construction of affordable housing directly, the City does donate cleared lots, that are buildable, from demolition activities to Habitat for Humanity for the development of affordable housing. These efforts are enhanced by CDBG activities that add water and sewer service to the parcels. Additionally, the City devotes a significant amount of annual CDBG funding to the preservation of affordable housing through housing rehabilitation projects. Of the housing rehabilitation projects completed, three (3) were at or below 80% AMI, two (2) were at or below 50% AMI, and four (4) were at or below 30% AMI.

The City continues to address worst case needs through the single-family housing rehabilitation program funded by CDBG. The rehabilitation program addresses many structures with serious code violations that present health, life, and safety issues for our community members. Disabled or elderly community members have been served through the City's partnership with AMBUCS, which builds accessibility

ramps for these community members in owner-occupied single-family housing units. CDBG funds pay for the material and AMBUCS volunteers provide the labor to build the ramps.

Of the ten (10) units listed under non-homeless supported and rehab of existing units, eight (8) were traditional housing rehabilitation activities, one (1) was an AMBUCS accessibility rehabilitation activity, and one (1) was the installation of water and sewer service to support a new unit of affordable housing.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

During Program Year 2023, the City provided funding to PATH, Inc. for emergency and homeless services. This funding supported PATH's efforts to assess unhoused community members, provide case management, and provide rent and utility assistance.

The City has continued a partnership with PATH to meet the needs of homeless community members, but PATH has faced a series of organizational changes and challenges that have impacted performance in a negative manner. Issues with PATH intensified in Program Year 2023 and PATH has not been able to function as the CCoC lead agency during Program Year 2023. During Program Year 2023, City staff provided technical assistance to multiple new employees related to the agency's homeless services division. However, persistent staff changes continued through the program year. The City communicated concerns and issues to HUD regarding the CCoC given the importance of the CCoC and the services provided to homeless community members in Bloomington. HUD, the City, and other partners continue to work together to find solutions and fix issues with the function of the CCoC.

Public service funding to KTB Financial Services, Inc. also provided critical funding to vulnerable community members through housing and financial services. These services help many community members served by KTB stay housed and avoid homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Salvation Army Safe Harbor Shelter provides emergency shelter and services for adult women and men who are experiencing homelessness. Safe Harbor provides case management services, a day center and meals. Showers, washer/dryers, and other amenities are offered to people through the day center when they may not meet the shelter's guidelines for bed space. Safe Harbor also has an employment program on site and provides transportation for job interviews. The Salvation Army's shelter is a strong partner in the Coordinated Point of Entry that helps move people from a shelter setting into permanent housing.

Home Sweet Home Ministries (HSHM), another member of the CCoC, provides emergency shelter for adult women and men as well as families. There are limitations; families are generally separated to a men's side and a women's side, but it is the result of the layout of the facility. The program has been in place for over a century. The shelter provides Rapid Re-Housing (RRH) services and has had considerable success in moving people from the shelter into a home. RRH helps to solve the problem of separating families in the shelter facility. During Program Year 2023, a tent encampment for unhoused community

members formed near HSHM. The City along with various non-profit partners are working diligently to ensure these community members received services and can find housing. HSHM will be a Program Year 2024 CDBG subrecipient for public services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

During Program Year 2023, the City provided CDBG funding to PATH for emergency services and homeless services. This funding supported PATH's efforts to assess unhoused community members, provide case management, and provide rent and utility assistance. Homeless services funding from the City's CDBG program is a critical portion of the safety net for extremely low income community members.

PATH, Inc. was the Central Illinois Continuum of Care (CICoC) lead applicant during this program year. During the program year, the organization encountered several difficulties that led to service disruptions for unhoused community member. The City has provided technical assistance to PATH to aid the organization through challenges. While that support was ongoing, the City collaborated with other community organizations serving unhousing community member such as the Salvation Army and Home Sweet Home Ministries (HSHM).

HSHM is a subrecipient in Program Year 2024 for the City and will provide services to unhoused community members through the street outreach program.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The organizations within the CICoC utilize a coordinated entry approach that employs a standardized assessment process to identify the specific needs of each person to connect them to the services and housing opportunities needed to obtain and maintain housing. The Salvation Army provides emergency shelter for adults only while Home Sweet Home Ministries provides emergency shelter for adults and family units. Both organizations provide case management services to the residents of the emergency shelter and those who are unsheltered. Project Oz is the only organization in the area that provides housing and case management services to unaccompanied youth. Chestnut Health Systems receives CoC

funding to provide permanent supportive housing using a scattered site approach. The McLean County Center for Human Services currently offers scattered site permanent supportive housing but has been awarded a Low Income Housing Tax Credit project to develop a supportive housing facility called Sue's Landing. These housing programs offer clients support from many other service organizations beyond what they are able to provide.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

CDBG funds from the City also supported Section Three activities in partnership with the Housing Authority of the City of Bloomington. The Housing Authority of the City of Bloomington hosted a career training program and a job (and resource) fair for public housing residents.

The Housing Authority of the City of Bloomington's leadership is also an active participant in Housing Staff Committee and Affordable and Supportive Housing Committee made possible, in part, through City CDBG funding. Tackling larger region wide housing affordability issues will be a critical mission moving forward for these committees, and the Housing Authority of the City of Bloomington will play a vital role in developing long-term strategies.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The housing authority continues to administer a Family Self Sufficiency (FSS) program for public housing residents. This voluntary program allows members of a household to save money in an escrow account when the family increases its income. This savings is paid into the account monthly as a part of the family's rent payment. Resident Services staff help the participants set self-sufficiency goals to be completed over a matter of years. The participant is allowed to tap into their escrow account for education, purchasing of a car, and even a down payment on a home. Many housing authority families have benefitted from this program over the years.

Through Section Three job training programs, the City is actively funding a foundational approach to homeownership. Stable employment and finances are critical aspects of homeownership, and the City's Section Three funding provides incredible opportunities for Housing Authority of the City of Bloomington residents to build that foundation. Without employment and financial stability, homeownership will likely fail and place the community members at risk of homelessness. Thus, by building these skills the City along with the Housing Authority of the City of Bloomington is creating an environment to achieve long-term success in homeownership.

Actions taken to provide assistance to troubled PHAs

The Housing Authority of the City of Bloomington is not categorized as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City makes a concerted effort to keep all building permits/fees as low as possible. All approved contractors completing CDBG activities and not-for-profit agencies conducting housing activities are provided fee waivers. The City adopted a new zoning ordinance in early 2019 that takes affordable housing into consideration. The City also provides letters of consistency for local developers seeking tax credits for affordable housing development.

During Program Year 2023, the City began a comprehensive effort to identify solutions to the shortage of housing units (including units for low-income community members). While these efforts are ongoing, the City has facilitated several discussions with stakeholders, non-profit partners, developers, state officials, and Federal officials to determine the best way to tackle this program. Policy options are expected to be presented to elected officials in Program Year 2024.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City's CDBG housing rehabilitation program meets an important need within the community. Without this program, many households would have to take financially burdensome loans or not have access to credit at all to complete important rehabilitation to their homes to correct health, life, safety, and code compliance issues. As Bloomington, and all of McLean County, has experienced increased affordability issues, the maintenance of already affordable units is a critical component to any strategy to tackle the issue.

The City continues to expend close to 15% of its annual CDBG allocation on public service activities. In Program Year 2023, \$67,586.82 was spent on homelessness prevention, food insecurity for elderly residents, and neighborhood services in West Bloomington. Additionally, the City continues to serve as the Trustee for the John M. Scott Health Care Trust. This trust provided over \$700,000 in funding during the program year to address the healthcare needs of McLean County residents. The trust serves community members at or below 185% of the Federal Poverty Level. All grants awarded focus on goals identified in the McLean County Community Health Needs Assessment and Community Health Improvement Plan.

American Rescue Plan Act (ARPA) funds provided to the City were used for a variety of socio-economic needs including housing rehabilitation and non-profit grants. The ARPA housing rehabilitation program provides grants up to \$45,000 for health, life, safety, and code compliance issues in housing units with households at or below 80% of the Area Median Income (AMI). Non-profit grants provided funds for program and capital needs in the community. Those awards are summarized below.

- \$250,000 in capital improvement funding to expand Project Oz's Youth Center. This will create a flexible space for youth, families, counselors, training, job readiness, and technology stations to accommodate the growing needs of our community and the number of youth and families served. \$250,000 in capital improvements to expand YWCA's Stepping Stones facility to assist survivors of sexual violence. \$150,000 for Home Sweet Home Ministries' Rapid Rehousing Program to prevent homelessness. \$150,000 in capital improvements for the McLean County Center for Human Services to help community members with behavioral health care needs. \$150,000 for the Bloomington Salvation Army's Safe Harbor Homeless Shelter. \$71,731 for Mid-Central Community Action's Housing Navigator position to help community members experiencing homelessness or housing instability.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City was awarded a 2.3 million dollar Lead-Based Paint Hazard Reduction Program and Healthy Homes grant in 2020. This grant will allow for the abatement of lead-based paint hazards in approximately 92 housing units. Delays in program implementation have come from continued challenges related to the COVID-19 Pandemic, contractor availability, and staff changes. These challenges continued in part of Program Year 2023, but the program became operational after a two and a half year delay in Program Year 2023. This grant was provided a year extension to serve community members into calendar year 2025.

The City's single-housing rehabilitation program also takes steps to reduce lead-based paint hazards by following applicable federal regulations on lead-based paint hazards. Single-family units built before 1978 are tested for lead-based paint hazards before the scope of work is drafted. Lead clearance testing also takes place in these properties after rehabilitation work is completed. Community members are provided the results of the lead assessment and clearance testing along with other information about lead-based paint hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City's CDBG funding helps reduce the number of poverty-level families in several ways. First, the City's housing rehabilitation program focuses on removing code violations that impact a resident's health, life, and safety. This work also protects the home of the family, which is not only their place of shelter but their primary investment. The homeowners that the CDBG program serves would not be able to afford a traditional home improvement loan without pushing the household into poverty. This program provides critical relief for these families for needs that have a prohibitive cost.

Second, the City's Section Three funding provided to the Housing Authority of the City of Bloomington also provides critical knowledge and education for public housing residents. Through this program, many community members are on a better path towards achieving employment and financial stability.

Finally, public service activity funding also helps residents avoid homelessness, provides food security,

and other critical neighborhood services that help people achieve a better socioeconomic position.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City continues to evaluate how to best manage grant programs currently held by the Economic and Community Development Department. Work has continued within the department to update, upgrade, and create policies and procedures to better operate all of the grant programs, including CDBG. These improvements will continue into Program Year 2024. The City will continue to seek partnerships with other community stakeholders to better grant programs and the services provided.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City utilized past CDBG funding to support a regional housing study which was completed in 2017. As a result of the study, the McLean County Regional Planning Commission (MCRPC) has implemented a Regional Housing Advisory Committee comprised of a Staff Committee and the Affordable/Supportive Housing Group. The overall mission of the Regional Housing Advisory Committee is to provide a forum for housing stakeholders to interact on a regular basis, identify collaborative opportunities, and proactively address housing issues in the community. City staff currently participate on the Housing Staff Committee and the Affordable/Supportive Housing Group. Other members of the Staff Committee include representatives from MCRPC, the Housing Authority of the City of Bloomington, the Town of Normal, and PATH. The Affordable/Supportive Housing Group is comprised of social service agencies with a vested interest in quality, affordable housing opportunities for low-to-moderate income community members.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In Program Year 2019, the City funded its first grant to directly address fair housing issues. The City created a partnership with Prairie State Legal Services to support a staff attorney position dedicating a portion of her time to address fair housing complaints and training local officials and City staff on fair housing laws and practices. This program was well received and continued to expand in Program Year 2020 to include a fair housing testing component. An analysis of fair housing impediments was included in the 2020-2024 Consolidated Plan public outreach and planning process through the work of program partner Prairie State Legal Services. Additionally, fair housing information and research was included in the BN Home-Regional Housing Study published in October 2017.

Additional barriers are addressed below.

1. Increased costs for residential development from fees, building materials, labor, and other inflationary pressures have substantially tightened the housing market to the detriment of low and

moderate income residents. The City is addressing this issue by maintaining an equitable, fair list of development fees. Additionally, the City offers permit waivers for not-for-profit organizations and all Grant Management Division approved contractors working on CDBG projects. The City continues to partner with several non-profit organizations dedicated to providing affordable housing through new construction and rehabilitation.

2. Public transportation issues identified by the community include limited bus routes and inconvenient hours of operation. The City continues, and hopes to build on, its partnership with Connect Transit, which the primary mass transit provider in the community. The partnership will hopefully investigate opportunities for CDBG funding to improve services for Connect Transit.

3. Deteriorating road and sidewalks have made housing choices more difficult for residents. CDBG funding was used in this program year for sidewalk upgrades and that plan is moving forward in future program years. Sidewalk improvements funded by CDBG amplify sidewalk improvement efforts across the City and help ensure that sidewalks are improved in areas with high percentages of low and moderate income community members. Many elderly and differently abled community members have benefited from these improvements and they will continue to see mobility improvements due to CDBG sidewalk funding. City staff and the community will investigate roads and sidewalks needs in the next consolidated plan and learn from sidewalk activities in this current consolidated plan.

4. Accessibility for disabled community members and the need for more permanent supportive housing has been an identified barrier as well. The City partners with AMBUCS to build accessibility ramps through the CDBG housing rehabilitation program. The City used CDBG funds to cover the cost of the material and AMBUCS provides the volunteer labor to construct the ramps.

5. Many residents were concerned about payday lenders and consumer installment loan licenses, but this issue was addressed by a City resolution in 2011 that prohibited particularly dangerous types of payday and consumer loans.

6. Housing costs continue to be impediments to fair housing choice. McLean County, like other communities, is facing a shortage of housing units. Significant economic growth has made this problem more prevalent in Bloomington-Normal. The City is working with other units of government, non-profits, developers, and other stakeholders to develop strategies and incentives to encourage housing development that provides options that are affordable for all community members.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring activities include creating and implementing a tracking system to track progress on all projects, periodic reporting requirements, providing funding on reimbursement basis only, monitoring of subrecipients, and gathering annual financial audit information for subrecipients from an outside CPA firm for compliance with generally accepted practices and principals of accounting and compliance with federal statutes and regulations. City staff completed numerous monitorings of subrecipients during Program Year 2023.

The multitude of partnerships the City has with community stakeholders also allows the City to better plan and coordinate CDBG activities. This expanded as the planning process for the next Consolidated Plan began. One area the City has identified as a challenge is recruiting minority and women-owned businesses to Grants Management Division programs. Previous advertising efforts have not been highly successful, but revisions to the contractor recruitment and application process will hopefully improve recruitment of minority and women-owned businesses

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The public comment period is from July 9, 2024, through July 25, 2024. A public hearing will be held during the regularly scheduled City Council meeting on July 22, 2024. Notice of the public hearing and public comment period was published in the Pantagraph on Wednesday, June 20, 2024. Notices related to the public comment period and public hearing were also shared on City social media, placed in the PATH-O-GRAM newsletter, and made available email correspondence to key organizations.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City's program objectives stayed consistent throughout the entire Consolidated Plan. These objectives were based on outreach completed during the creation of the 2020-2024 Consolidated Plan. The City will continue to work on mitigating challenges and turning opportunities into successes with the City's CDBG program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City's program objectives stayed consistent throughout the entire Consolidated Plan. These objectives were based on outreach completed during the creation of the 2020-2024 Consolidated Plan. The City will continue to work on mitigating challenges and turning opportunities into successes with the City's CDBG program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative



CONSENT AGENDA ITEM NO. 8.A.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the June 24, 2024, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY JUNE 24, 2024, 6:00 P.M.

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

Roll Call

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

Recognition/Appointments

Item 5.A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Justin Callahan, William Houk, Austin Marburger, and Jesse Behm Upon Completion of Their Probationary Period, as requested by the Police Department.

Police Chief Jamal Simington provided a brief background on each Officer and their accomplishments. He then recognized them for completing their probationary periods.

Item 5.B. Recognition of Board & Commission Appointments and Reappointments, as requested by the Administration Department.

The Mayor recognized the following: Georgene Chissell, Library Board of Trustees; Ryan Whitehouse, Connect Transit; and Anthony Jones, Human Relations Commission.

Public Comment

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

Public Hearings

Item 7.A. Public Hearing on a Substantial Amendment for the Program Year 2020 Community Development Block Grant (CDBG) Annual Action Plan, as requested by the Economic & Community Development Department.

Mayor Mwilambwe opened the Public Hearing at 6:19 P.M.

William Bessler, Economic & Community Development Department Grants Manager, presented proposed amendments to the Program Year 2020 CDBG. He stated that all but \$29,938.55 had been spent and that remaining funds needed to be used to prepare, prevent, and respond to the COVID-19 Pandemic. He shared that staff proposed to use the funds to improve Empire Junction Park to provide the community with better opportunities to exercise outdoors when COVID-19 transmission rates are high, as well as add more accessible equipment to further inclusion of all. He shared that the Illinois Department of Housing and Urban Development (“HUD”) had directed the City to amend the Program Year 2020 Annual Action Plan to include the improvements under CDBG-CV funding instead of current program year.

Mayor Mwilambwe opened the floor for public testimony. None was received.

Mayor Mwilambwe closed the Public Hearing at 6:22 P.M.

Item 7B. Public Hearing on a Proposal Requesting the Vacation of the West 151.5 Feet of the East-West Alley between North Western Avenue and the North-South Alley to the East, as requested by the Department of Operations & Engineering Services.

Mayor Mwilambwe opened the Public Hearing at 6:23 P.M.

Kevin Kothe, Operations & Engineering Services Department Director and City Engineer, discussed the partial vacation of the public alley for the expansion of Western Avenue Community Center’s parking lot. He stated that several adjoining property owners were interested in obtaining the portion of property behind their property; however, some residents to the East were not interested, which resulted in the request for a partial vacation. He added that the alley met the four standards of the Alley Vacation Policy, and all utilities in the alley were contacted and none required utility reservation.

Mayor Mwilambwe opened the floor for public testimony. None was received.

Mayor Mwilambwe closed the Public Hearing at 6:25 P.M.

Consent Agenda

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

Council Member Boelen made a motion, seconded by Council Member Kearns, to approve the Consent Agenda.

Item 8.A. Consideration and Action to Approve the Minutes of the May 28, 2024, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$17,303,968.93, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action on Approving Appointments & Reappointments to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments & Reappointments be approved.)

Item 8.D. Consideration and Action to Approve A Payment to Tyler Technologies, as a Limited Source, for the Annual Maintenance of the Enterprise Public Safety Suite, in the Amount

of \$162,823.97, as requested by the Police Department and the Fire Department. (Recommended Motion: The proposed Payment is approved.)

Item 8.E. Consideration and Action to Approve the Purchase of Bobcat L95 Compact Wheel Loader and Attachments from Bobcat of Bloomington, in the Amount of \$129,128.33, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.F. Consideration and Action to Approve A Payment to Motorola Solutions, Inc., as a Limited Source, for the Annual Maintenance of Public Safety Radio Equipment, in the Amount of \$79,866.79, as requested by the Police Department and the Fire Department. (Recommended Motion: The proposed Payment be approved.)

Item 8.G. Consideration and Action on the Purchase of Health Insurance-Related Services from Multiple Third Parties and Stop Loss Insurance from Tokio Marine for the City's Self-Funded Health Insurance Plans, as requested by the Human Resources Department. (Recommended Motion: The proposed Purchases be approved.)

Item 8.H. Consideration and Action to Approve a Lease Extension with TTK, L.L.C., for the Mucky Duck Marina at Lake Bloomington, as requested by the Water Department. (Recommended Motion: The proposed Lease Extension be approved.)

Item 8.I. Consideration and Action to Approve the Annual Regional Service Agreement and Payment to the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services, for the MCRPC Fiscal Year July 1, 2024, through June 30, 2025, in the Amount of \$54,000, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Agreement and Payment be approved.)

Item 8.J. Consideration and Action to Approve a Contract with Hanson Professional Services, Inc., for Reservoir Capacity Improvement Investigation, in the Amount of \$168,600, as requested by the Water Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.K. Consideration and Action on An Ordinance Approving a Special Use Permit for an Assisted Living Facility (Independent Living) in the B-1 (General Commercial) District, for the Property Located at 1410 Leslie Drive, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 042

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR AN ASSISTED LIVING FACILITY (INDEPENDENT LIVING) IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THE PROPERTY LOCATED AT 1410 LESLIE DRIVE

Item 8.L. Consideration and Action on An Ordinance Authorizing a Construction Agreement with Corrective Asphalt Materials, LLC, as a Limited Source, for the Fiscal Year (FY) 2025 Pavement Preservation Reclamite Program, in the Amount of \$240,312.15, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 043

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH CORRECTIVE ASPHALT MATERIALS, LLC, AS A LIMITED SOURCE, FOR FISCAL YEAR (FY) 2025 PAVEMENT PRESERVATION RECLAMITE PROGRAM, IN THE AMOUNT OF \$240,312.15

Item 8.M. Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for Fiscal Year (FY) 2024 Community Development Block Grant (CDBG) Front Street Sidewalks Project (Bid #2024-38), in the Amount of \$90,000, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 044

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH GEORGE GILDNER, INC., FOR THE FISCAL YEAR 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FRONT STREET SIDEWALKS PROJECT (BID #2024-38), IN THE AMOUNT OF \$90,000

Item 8.N. Consideration and Action on An Ordinance Authorizing Waiving the Formal Bidding Requirements and Approving an Agreement with Donelson Construction Company, LLC, as a Limited Source, for Fiscal Year 2025 Pavement Preservation High-Pressure Slurry Seal Program, in the Amount of \$737,653.20, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 045

AN ORDINANCE AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH DONELSON CONSTRUCTION COMPANY, LLC, AS A LIMITED SOURCE, FOR FISCAL YEAR 2025 PAVEMENT PRESERVATION HIGH-PRESSURE SLURRY SEAL PROGRAM, IN THE AMOUNT OF \$737,653.20

Item 8.O. Consideration and Action on an Application from WFR, LLC, d/b/a A & P Tap, located at 721 W. Chestnut St., Requesting Approval of the Creation of a Class TAPS (Tavern, All Types of Liquor, Packages Sales, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following Item was presented:

Item 9.A. Consideration and Action on an Ordinance Approving the Vacation of the West 151.5 Feet of the East-West Alley between North Western Avenue and the North-South Alley to the East, as requested by the Department of Operations & Engineering Services.

City Manager Jeff Jurgens explained the Western Avenue project had been in the works for some time and expressed staff's support.

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

ORDINANCE NO. 2024 - 046

AN ORDINANCE APPROVING THE VACATION OF THE WEST 151.5 FEET OF THE EAST-WEST ALLEY BETWEEN NORTH WESTERN AVENUE AND THE NORTH-SOUTH ALLEY TO THE EAST

Item 9.B. Discussion and Potential Direction on Housing Issues within the City of Bloomington, as requested by the Administration Department.

City Manager Jurgens outlined possibilities and next steps for staff to address housing issues based on Council feedback from the last meeting. He stated that a resolution could be drafted to address housing issues, and noted it would not include an interest rate or financing program. He shared alternative being that staff bring individual programs for consideration.

Council Member Crumpler discussed several ideas including Thorn Run, the City's lobbyist, identifying grant support. City Manager Jurgens shared that conversations with Thorn Run and local legislators were ongoing. He stated that incentive package costs depended on fees and would be most impactful for developers using tax credits. Deputy City Manager Billy Tyus added that staff were open to incentivized toolkits and packages.

Council Member Montney mentioned HUD celebrating National Homeownership Month and detailed federal efforts that could furnish ideas. She supported developing blighted properties and mentioned Airbnbs impacting housing stock and rental rates. She did not support a resolution to set housing priorities.

Council Member Kearns supported taking action to continue both short- and long-term efforts, as well as incremental changes with or without a resolution.

Mayor Mwilambwe shared his belief that resolutions set clear expectations and direction.

Council Member Boelen supported the possibility of multiple resolutions due to the complexity of affordable housing issues. She expressed gratitude for the Housing Coalition's efforts and strongly believed action needed to be taken in a prioritized way.

Council Member Boelen made a motion, seconded by Council Member Kearns, to extend Council Discussion by 10 minutes.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council Member Becker was not supportive of a resolution. He expressed concerns about encroaching on acts that were not City responsibility. He instead wanted staff to focus on making City services more efficient and address developer projects on a case-by-case basis.

Council Member Ward supported a comprehensive resolution, as well as incentives and disincentives. She recommended focusing on blighted areas over targeting specific areas.

Mayor Mwilambwe shared how resolutions help future Councils to understand the intent.

Council Member Montney supported Council Member Becker's comments.

Mayor Mwilambwe noted the importance of intergovernmental collaboration.

City Manager Jurgens thanked Council for their feedback and shared that staff would focus on developing programs to address needs. He stated that they would solicit more feedback on how aggressive to be with the programs.

Finance Director's Report

Chris Tomerlin, Budget Manager, noted home rule sales tax and state sales tax trends. He presented the Fiscal Year ("FY") Financial Summary as of April 2024. He highlighted various revenues, compared them to last year's figures, and then discussed year-to-date figures and encumbrances. He noted changes made to a few line items for FY 2025 and briefly discussed FY 2024 major tax revenues, General Fund Revenues and Expenditures, and Enterprise Funds. He highlighted the impact that higher interest rates and advisor investments had on Storm Water Fund revenue. He concluded by noting where the City's budget materials could be located.

City Manager's Discussion

City Manager Jeff Jurgens highlighted the Juneteenth Celebration and the Town vs. the City softball game. He thanked the Town for participating. He then discussed recent Downtown events and discussed upcoming changes to the ServLine Leak Protection Program.

Mayor's Discussion

Mayor Mwilambwe thanked everyone for the Juneteenth celebration. He was excited for all the events happening and reminded the community of upcoming 4th of July celebrations.

Council Member's Discussion

Council Member Crumpler enjoyed supporting staff at the softball game.

Council Member Ward suggested recruiting Police and Fire staff for future softball games.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried (viva voce).

The meeting adjourned at 7:13 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.B.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$9,656,268.09, 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 \$9,656,268.09 (Payroll total \$4,498,651.36, Accounts Payable total \$5,113,389.51, and Bank Transfers total \$44,227.22).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Stacey Moews,

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
7/12/2024	\$ 2,907,713.97	\$ 626,681.70	\$ 3,534,395.67
			\$ -

Off Cycle Adjustments	\$ 969,173.51	\$ (4,917.82)	\$ 964,255.69
		PAYROLL TOTAL	\$ 4,498,651.36

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS
7/22/2024	AP General	\$ 4,868,255.32	-
7/22/2024	AP JMScott	-	
7/22/2024	AP Comm Devel	\$ 105.00	
7/22/2024	AP IHDA	-	
7/22/2024	AP Library	\$ 36,450.57	
7/22/2024	AP MFT	-	
07/03/2024-07/11/2024	Out of Cycle AP	\$ 208,578.62	
06/03/2024-06/30/24	AP Bank Transfers	\$ 44,227.22	
	AP TOTAL	\$ 5,157,616.73	
			PCARD TOTAL
			\$0.00

GRAND TOTAL	\$ 9,656,268.09
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of Shared Server Storage Arrays from Pure Storage Hardware and Three Years of Support through SHI International Corp., in the Amount of \$175,363.48, as requested by the Information Technology Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Information Technology ("IT") Strategic Plan, which was approved by City Council in 2021, identified the replacement of our aging infrastructure as a critical need. In response, the City upgraded its primary storage infrastructure last year with Pure Storage arrays, facilitating the migration from multiple aging legacy hardware systems. The Pure Storage platform has proven highly effective in meeting our performance needs and providing robust support for continued infrastructure upgrades, including both physical and virtual server environments. This upgrade was a key prerequisite for several other IT initiatives such as the City's Data Governance Strategy, which ensures that data is retained correctly and efficiently, as well as addressing and eliminating existing bottlenecks, which has helped alleviate issues the City experienced when backing up critical data during designated backup windows.

Part of our storage strategy is to address data security comprehensively. This involves ensuring that our data is not only stored efficiently but also protected against potential threats and disasters. Implementing high-availability and disaster recovery solutions is essential to maintaining data integrity and accessibility in all circumstances.

Staff recommends the purchase of a new storage array to enhance our existing storage environment. This addition will significantly improve data availability and disaster recovery capabilities within our network. It will provide the necessary redundancy and capacity to ensure that our critical data remains secure and accessible, even in the event of hardware failures or other disruptions.

Once implemented, data from aged storage devices will be systematically migrated to the new storage arrays based on importance and criticality. Legacy equipment will continue to be utilized for non-critical, data-at-rest purposes until it reaches its end of life. Additionally, various solutions (e.g., Munis/OpenGov) will be migrated to the Cloud (Storage as a Service), reducing the amount of long-term storage required.

The Data Governance Team will work with business areas to identify City data and ensure its retention in accordance with state and federal policies. In parallel, IT and City Clerk Departments will collaborate with business departments to identify and dispose of unnecessary data. This effort will optimize the City's storage utilization and decrease the amount of data kept unnecessarily.

Additional Benefits Include:

- Ensures a stable and secure storage infrastructure for the City's daily business and expanded initiatives.
- Aligns with industry trends by adopting newer, more efficient technology.
- Supports the City's initiative to move parts of the business to a Cloud solutions.
- Offers flexible "buy as you go" options, aligning with other strategies (Data Governance, Storage as a Service).
- Provides energy and space efficiencies with newer technologies.
- Reduces risk of data loss or extended downtime due to aging infrastructure.
- Lowers Total Cost of Ownership (TCO) through reduced power consumption and data center rack space.
- Enables execution of our IT Strategy, allowing for further hardware upgrades (virtual and physical servers) dependent on new storage.

If approved, the City will utilize pricing utilizing the Sourcewell Joint Purchasing Contract #081419-SHI.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The three-year agreement's total cost of \$175,363.48 will be broken down into annual payments of: FY 2025 - \$87,681.74; FY 2026 - \$43,840.87; and FY 2027 - \$43,840.87.

Funds are included in the FY 2025 Budget under the Information Technology-Capital Outlay Office & Computer Equipment Account (10011610-72120). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 164 and the Budget Book titled "Other Funds & Capital Improvement" on page 95. If approved, the Information Technology Department will include the FY 2026 and FY 2027 commitments in the future year budgets.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Megan Horath, Administrative Assistant

ATTACHMENTS:

[IT 1B Quote](#)

[IT 1C Sourcewell Contract](#)

[IT 1D Sourcewell Contract Extension](#)



Pricing Proposal
Quotation #: 24734847
Created On: Apr-12-2024
Valid Until: Jul-11-2024

IL-City of Bloomington

Craig McBeath

Phone: (309) 434-2257
Fax:
Email: cmcbeath@cityblm.org

Inside Account Manager

Mark Brum

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-4760
Fax:
Email: mark_brum@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Evergreen//Flex X50R3 Reserve Rate (per TiB/month) Pure Storage - Part#: EFXX50R3GoldPRMReserve Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 of 3	61	\$980.24	\$59,794.64
2 Evergreen//Flex X50R3 OnDemand Rate (per TiB/month) Pure Storage - Part#: EFXX50R3GoldPRMOnDemand Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 of 3	1	\$0.00	\$0.00
3 Evergreen//Flex Hardware: FlashArray X50R4-ETH-90TB-20x4.5TB Pure Storage - Part#: EFX-FA-X50R4-ETH-90TB-20x4.5TB Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 of 3	1	\$18,930.11	\$18,930.11
4 FlashArray (//X, //C) Install Service Pure Storage - Part#: PS-FLASHARRAY-INSTALL Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 of 3	1	\$2,102.15	\$2,102.15
5 ActiveCluster Deployment incl. design, config, validation phases Pure Storage - Part#: PS-ActiveCluster-Deployment Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 of 3	1	\$6,854.84	\$6,854.84
6 Evergreen//Flex X50R3 Reserve Rate (per TiB/month) Pure Storage - Part#: EFXX50R3GoldPRMReserve Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 2 of 3	61	\$490.12	\$29,897.32
7 Evergreen//Flex X50R3 OnDemand Rate (per TiB/month) Pure Storage - Part#: EFXX50R3GoldPRMOnDemand	1	\$0.00	\$0.00

Contract Name: Sourcewell- Technology Catalog Solutions
Contract #: 081419-SHI
Note: Year 2 of 3

8	Evergreen//Flex Hardware: FlashArray X50R4-ETH-90TB-20x4.5TB Pure Storage - Part#: EFX-FA-X50R4-ETH-90TB-20x4.5TB Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 2 of 3	1	\$9,465.05	\$9,465.05
9	FlashArray (//X, //C) Install Service Pure Storage - Part#: PS-FLASHARRAY-INSTALL Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 2 of 3	1	\$1,051.08	\$1,051.08
10	ActiveCluster Deployment incl. design, config, validation phases Pure Storage - Part#: PS-ActiveCluster-Deployment Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 2 of 3	1	\$3,427.42	\$3,427.42
11	Evergreen//Flex X50R3 Reserve Rate (per TiB/month) Pure Storage - Part#: EFXX50R3GoldPRMReserve Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 3 of 3	61	\$490.12	\$29,897.32
12	Evergreen//Flex X50R3 OnDemand Rate (per TiB/month) Pure Storage - Part#: EFXX50R3GoldPRMOnDemand Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 3 of 3	1	\$0.00	\$0.00
13	Evergreen//Flex Hardware: FlashArray X50R4-ETH-90TB-20x4.5TB Pure Storage - Part#: EFX-FA-X50R4-ETH-90TB-20x4.5TB Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 3 of 3	1	\$9,465.05	\$9,465.05
14	FlashArray (//X, //C) Install Service Pure Storage - Part#: PS-FLASHARRAY-INSTALL Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 3 of 3	1	\$1,051.08	\$1,051.08
15	ActiveCluster Deployment incl. design, config, validation phases Pure Storage - Part#: PS-ActiveCluster-Deployment Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 3 of 3	1	\$3,427.42	\$3,427.42
			Total	\$175,363.48

Additional Comments

By submitting an order in reference to this quotation, you are providing approval to the below terms:

This is a three (3) year non-cancellable term with an annual payment structure. No Mid-Term Cancellations. Customer is subject to full cost of the three (3) year agreement.

The customer agrees that all payments will be paid in a timely manner based on the payment schedule below.

Installment Payments: All payments are due NET 30 from their respective invoice date.

By purchasing year 1, customer commits to the following schedule:

Payment 1: \$87,681.74 due Net 30 from the original purchase

Payment 2: \$43,840.87 will be invoiced 1 year from the original purchase date and due NET 30

Payment 3: \$43,840.87 will be invoiced 2 years from the original purchase date and due NET 30

Total 3-Year Cost: \$175,363.48

Returns available via Pure Love Your Storage guarantee

The following EULA applies to all Pure Storage products on this quote:

<https://www.purestorage.com/docs.html?item=/type/pdf/subtype/doc/path/content/dam/pdf/en/legal/pure-enduser-agreement.pdf>

Please note: additional manufacturer terms and conditions may apply. Your inside sales team will reach out to you with updates as needed.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

**Solicitation Number: RFP#081419****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Ave., Somerset, NJ 08873 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under a Scope of Work. "Scope of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services

to be provided the associated schedule and price and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor warrants that the Services are free from material defects for ninety (90) days commencing with final acceptance of the Services unless otherwise specified in a SOW (the "Warranty Period"). Member agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is provided to Vendor from the manufacturer of the Product will be passed on to the Member. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Vendor may permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members, in accordance with Vendor's Return Policy at www.shi.com/returnpolicy. Members reserve the right to inspect the Equipment and Products within 3 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition subject to Vendor's Return Policy.

In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member subject to Vendor's Return Policy.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The

new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and

conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcwell and its Members, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Vendor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Vendor under this Contract.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. AUDITS

Sourcewell reserves the right to review the financial books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract upon thirty (30) days' advance notice to Vendor. Audits may not take place more than once during a twelve (12) month period. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Services by Sourcewell or its Members performed by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate this Contract as stated herein.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this

Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/11/2019 | 11:33 AM CST

SHI International Corp.

DocuSigned by:
By: Kristina Mann
2A3B1E59B06C459...
Aimee Ballenger
Title: Public Program Manager
Date: 11/12/2019 | 8:35 AM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 11:12 AM CST

RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name:	SHI International
Address:	290 Davidson Ave. Somerset, NJ 08873
Contact:	Aimee Ballenger
Email:	aimee_ballenger@shi.com
Phone:	678-708-3906
HST#:	22-3009648

Submission Details

Created On:	Thursday June 27, 2019 20:01:55
Submitted On:	Tuesday August 13, 2019 20:57:55
Submitted By:	Aimee Ballenger
Email:	aimee_ballenger@shi.com
Transaction #:	de73d79e-ac55-45de-8aa6-01abc94b3ead
Submitter's IP Address:	161.69.112.12

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	SHI International Corp.
2	Proposer Address:	290 Davidson Ave Somerset, New Jersey 08873
3	Proposer website address:	https://www.shi.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Meghan Flisakowski Public Sector Program Manager Meghan_flisakowski@shi.com 512-317-0799

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	This past July, SHI celebrated our 30th Anniversary at our annual Global Sales Conference. The theme of that conference was Purpose and Passion, a theme that speaks to both our business philosophy and our core values. We define success not only quantitatively but also by the quality of our relationships. While we are proud to have topped \$10 billion in revenue in 2018, largely because of our financially strong and stable business model, we also recognize that our Purpose and our Passion have cultivated our longevity within the industry; that our growing success stems directly from our purpose: to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And that our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for another 30 years as an industry leader. Since 1989, SHI has persistently maintained our small-company feel by retaining our leadership personnel (many of whom have been with the company since its inception) and by empowering our 4,000+ employees to collaborate with customers to resolve IT problems and needs directly, shoulder to shoulder. With the largest field sales organization of any technology reseller, our visibility across all Public Sector verticals (K12, Higher Ed, State and Local Government, Federal, and Healthcare initiatives), boasts 175 field AEs, working and living in the territories they support, and 170 telesales specialists, who cater to the needs of small and medium public entities and who dedicate their energy every day to customer success. As the largest privately-owned, M/WBE organization in the country, we are proud of our spirit of community and partnership and in our ability to facilitate IT solutions, services, and hardware and software products for our national and global clients. Loyalty, trustworthiness, and reliability are paramount qualities of SHI, and we offer those qualities, in tandem with our Purpose and Passion, to Sourcewell with an eagerness to help your Members work more efficiently and effectively. We are committed to providing Sourcewell members the most advantageous pricing models and the most exceptional values; we recognize that our role as a Sourcewell affiliate is to support your Members, providing expert best practices to keep their IT resources safe, secure, and operational, 24 hours a day, 365 days a year.

8	Provide a detailed description of the products and services that you are offering in your proposal.	We offer our complete catalogue of products and services to Sourcewell members. Providing a vendor-neutral approach to help customers find the right technology that meets every specific requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, Cloud, and other products and services for each individual Sourcewell member. In fact, SHI's current catalogue includes tens of thousands of hardware, software, and other product partners. Generally, SHI is able to sell between 75%-100% of our partners' product lines, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting to a third-party, vetted partner. In addition, SHI provides Sourcewell members with full IT solutions, from commodity software and hardware to complete, end-to-end datacenter solutions. We specialize in IT solutions that fit precisely with our customers' needs and wants, and Sourcewell's members will benefit from our experience and breadth of knowledge to help design, implement, and optimize their IT ecosystem. It's worth noting that, over the past decade, IT has changed dramatically. Although there is still a definite need for commodity products, attention has shifted more and more to building comprehensive solutions that will solve customers' needs. In response to this shift, and working from our customer-centered foundation, SHI developed our Enterprise Solutions Group to include solution-based support. This team is comprised of over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to address Sourcewell Members' needs, help them acquire the right technology, and facilitate adoption of that technology into their own unique environment. Our Enterprise Solutions Group, like all of SHI, is vendor-neutral and uses its range of experience to help tailor conversations that are optimal for each Sourcewell member. We engage customers during the strategy and solution design of a project and assist with activities like deliberate planning, assessments, white boarding, proof of concepts, and obtaining demo units. Our purpose is to provide the best overall value to each Sourcewell member, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with Sourcewell's mission to help government, education, and nonprofits work more efficiently, and we accomplish this by remaining laser-focused on customer satisfaction: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.
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9	What are your company's expectations in the event of an award?	SHI is genuinely excited about the opportunity to collaborate with Sourcewell and its members! We expect a phenomenally successful partnership, beginning with our immediate expectations in the event of an award, which include 1. To support and advocate our Sourcewell partnership. Each team member from every Public Sector vertical will support our partnership with Sourcewell and will advocate for the contract with passion and vigor. Given our position in the Public Sector market, the size of our sales force, and our experience with implementing and growing similar contracts, we are confident that we can extend Sourcewell's reach not only in terms of revenue achieved, but also in terms of the number of distinct members who use this contract. 2. To develop marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Business Development Team, dedicated to the Public Sector Business Unit at SHI, to call all prospective customers and detail our partnership promptly upon award. 3. To train our entire Public Sector sales and sales-support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its Members. 4. To connect immediately with current Sourcewell Members, introduce SHI, and listen to Members' needs. Our introduction will ensure that each Member's dedicated Account Team is familiar with and accessible to them, in addition to educating Members on the value we provide. We will work with each Member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like). And we will offer webinars on various topics including: • Getting to know SHI; • SHI.com (eProcurement intro); • SHI's Service Capabilities; • Microsoft Volume Licensing. 5. Finally, to create a dedicated Sourcewell online catalogue that displays the contracted pricing and any additional information that Sourcewell deems important. We will work with Sourcewell Members to customize their site, adding reporting and punch-out capabilities specific to that member, when needed. We recognize why cooperative contract usage is on the rise, and we realize the value of having strategic partners in this space. Sourcewell can expect that SHI sets ourselves apart from organizations similar to us in that we will collaborate with only a few select Consortia partners; in fact, we intentionally keep the number of Consortia partners strategically small to provide proactive support to Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. If awarded, we bring to this new contract both a deep desire to partner with Sourcewell and fresh, innovative perspectives for your Members. We expect the transition to a new partnership will be seamless, and we will assist in that transition by supporting Sourcewell members personally, starting with our Senior Director of Public Sector, Denise Verdicchio. Denise is committed to the success of our partnership from day one of an award, and she will dedicate her energy to making our Sourcewell partnership a thriving one. Denise has demonstrated that her leadership and teamwork create success: for example, with our most recent consortia contract award, under her leadership, our Public Sector Team grew the contract to over \$100M in the first year. In short, our expectations are bold, and they are also achievable. Our SHI team is flexible and agile, and we are committed to providing Sourcewell's members an extraordinary experience, with a purpose and a passion, that is incomparable.
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10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over 4,200 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain 35+ offices in North America, EMEA, and Asia in addition to our Integration Center, Solution Lab, and Executive Briefing Center, which are located at our headquarters in New Jersey. In 2018, SHI reached \$10B in revenue (one year ahead of our goal) and set the stage for continued exponential growth. The SHI Public Sector unit made up \$2.2B of SHI's overall sales last year and was recognized as the #1 business unit for 2018, with an astounding 25% increase over 2017. While this past year was one of the largest growth years, SHI's Public Sector has grown consistently over the last 30 years. In combination with our articulated Purpose and Passion, this growth stems from a laser focus on customer service, dedicated and tenured leadership, world-class Account Executives (who live and work in the communities they serve), and a broad spectrum of customers and partners. In other words, we recognize the vitality of our community, and our financial strength and stability are a direct result of our community approach. Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with Sourcewell's values and its Members' needs. SHI continues to invest in new infrastructure, most recently with a brand-new Integration Center that will open in Q4 2019. We also made significant investments in hiring more resources – the people with whom Sourcewell Members will engage. In 2018, for example, we brought on 150 additional Field Solutions Engineers and Professional Services Executives for a total of 550 customer-facing technical experts who support our Account Executives. Our financial strength and stability is predicated on our staunch affiliations within our communities – our relationships with customers, partners, OEMs, and our own SHI colleagues. We have included our 2 years of audited financials in the upload section for your review and to demonstrate our strength and stability.
11	What is your US market share for the solutions that you are proposing?	Overall Market Share based on Fortune 100, 500 & 1000 • 60% of the Fortune 100 use SHI for primary IT Products (Software & Hardware) • 40% of the Fortune 500 use SHI for primary IT Products (Software & Hardware) • 30% of the Fortune 1000 use SHI for primary IT Products (Software & Hardware) SHI Overall Product Mix • 60% is be considered Software, Subscriptions, and Cloud based Sales • 40% is be considered Hardware, Peripherals and Accessories – Including categories of Devices, Servers, Storage, Networking Market Share Indicators for Software SHI is considered the leading Reseller Partner for many of the Top Software Publishers such as Microsoft, Adobe, Symantec/Veritas, McAfee (Intel Security), and others. We estimate that 20-25% of revenue with these partners as representative of their Partner Sales. This number does not include Sales that Software Publishers conduct directly with the end-customer. Market Share Indicators for Hardware OEM direct sales to the end-customer typically represents a larger percentage of the business; therefore our overall Market Share will be lower, estimated in the 5-10% range. This number, however, still makes SHI one of the largest Hardware Resellers in North America.
12	What is your Canadian market share, if any?	SHI's Canadian Market Share is 5-10%, and we provide more detailed information about our Canadian resources in our response to Question 42.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 30-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.

14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SHI is best described as an Information Technology Value-Added Reseller, providing a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant services. As we mention throughout this proposal, one of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing products (hardware, software, Cloud) in conjunction with a wide range of services – in short, we provide full IT solutions, and our focus aligns with Sourcewell's mission to build valued relationships and to deliver innovative solutions with integrity and respect to Members' needs and wants. We understand that Sourcewell's goal is to identify a trusted procurement partner that can assist in helping you achieve your mission of saving time and money for your Members. Whether working on large campus-wide projects like a one-on-one initiative, a Network Refresh for anytime/anywhere accessibility, Unified Communications, Modernizing Legacy Systems, or providing a customer-first experience with day-to-day IT procurement transactions, SHI has both the resources and the experience to execute seamlessly for your Members and to exceed their expectations. Our approach is centered on extraordinary quality and overall value. We strive to provide the highest level of support and services every day of the year, and we will deliver the most personalized touch to the end-user computing enterprise for all Sourcewell members. We recognize that Sourcewell is looking for their Vendor to provide: • A robust presence that can fully support Members' technology needs, saving them both time and money. • A trusted advisor/consultant who can help Members support the entire lifecycle of an asset and ensure successful implementation at each phase. • A strong relationship with industry partners. • An actionable strategy to educate potential members on the value of Sourcewell in order to gain increased membership. We are well positioned to deliver on these goals because of our exemplary relationships with our sales/service force and with our dealer network. Our experience in supporting contracts of similar size and scope is unparalleled, and we have a proven formula to onboard and optimize contracts. Our Public Sector team is ready to implement this contract for Sourcewell; and we are committed to expanding our team dedicated to Public Sector entities to ensure we meet (and exceed!) all requirements of the contract. With the largest and most highly-certified sales support team in the industry, SHI will act as a loyal consultant to your Members. Working from a customer-centric foundation, we have organized our support teams to include solution-based support, including specific, presales technical expertise around Datacenter, Mobility, Backup/Recovery, DR, Cybersecurity, Virtualization, and more. These teams provide vendor-neutral advisement and use their breadth of experience to help tailor conversations that are optimal for each Member's specific environment. SHI has the experience and vendor partnerships in place to bring phenomenal value to Sourcewell and your members. All of the leading manufacturers have established SHI as an authorized partner, and we can provide LOAs immediately upon request. Furthermore, SHI has a diverse partner ecosystem, supporting over 15,000 unique Publishers and Manufacturers. Sourcewell can feel confident that your Members will benefit from our aggressive pricing and exceptional value. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across North America. SHI will work with each Sourcewell Member collaboratively, with purpose and passion, and with a goal of "continuous improvement." We are fully committed to the long-term success of Sourcewell and your Members, and we appreciate the opportunity to bring IT solutions to your current and future members.																		
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the business articulated for Sourcewell's RFP: Cloud Services, Microsoft, Intel, Dell, Symantec, McAfee, IBM, HP, Apple, VMware, Red Hat, Tenable, Citrix, AWS – across all platforms and solutions, our teams stay current with all licenses and certifications made available by providers. We have included a total number of certifications from some of our larger partners and have included a sampling of types of certifications in response to question 69 in our response. <table><tr><td>Acronis –</td><td>5 Certifications</td></tr><tr><td>Adobe –</td><td>7 Certifications</td></tr><tr><td>AGOE –</td><td>1 Certifications</td></tr><tr><td>AirWatch –</td><td>2 Certifications</td></tr><tr><td>APC -</td><td>12 Certifications</td></tr><tr><td>Apple -</td><td>17 Certifications</td></tr><tr><td>Arbor -</td><td>4 Certifications</td></tr><tr><td>Aruba -</td><td>3 Certifications</td></tr><tr><td>Avaya -</td><td>12 Certifications</td></tr></table>	Acronis –	5 Certifications	Adobe –	7 Certifications	AGOE –	1 Certifications	AirWatch –	2 Certifications	APC -	12 Certifications	Apple -	17 Certifications	Arbor -	4 Certifications	Aruba -	3 Certifications	Avaya -	12 Certifications
Acronis –	5 Certifications																			
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AirWatch –	2 Certifications																			
APC -	12 Certifications																			
Apple -	17 Certifications																			
Arbor -	4 Certifications																			
Aruba -	3 Certifications																			
Avaya -	12 Certifications																			

Blue Coat Systems -	3 Certifications
Bluebeam -	7 Certifications
Bomgar -	3 Certifications
Business Objects -	11 Certifications
CA -	34 Certifications
Check Point -	12 Certifications
Cisco -	44 Certifications
Citrix -	88 Certifications
CIW -	1 Certifications
Commvault -	67 Certifications
Compellent -	5 Certifications
CompTIA -	35 Certifications
CradlePoint -	2 Certifications
DataCore -	1 Certifications
Dell -	92 Certifications
Dell EMC -	44 Certifications
D-Link-	4 Certifications
Domino -	1 Certifications
EMC -	54 Certifications
Emulex -	1 Certifications
ESET -	3 Certifications
Exin -	2 Certifications
F5 -	8 Certifications
HDS (Hitachi Data Systems) -	4 Certifications
HP -	201 Certifications
HPE -	327 Certifications
IBM -	174 Certifications
IBM hardware -	11 Certifications
Imation/Nexsan -	4 Certifications
ISC2 -	10 Certifications
ITIL -	5 Certifications
Ixia -	3 Certifications
Juniper -	28 Certifications
LanDesk -	10 Certifications
Lenovo -	26 Certifications
LogRhythm -	3 Certifications
McAfee -	92 Certifications
Mellanox -	2 Certifications
Metastorm -	1 Certification
Microsoft -	1090 Certifications
Motorola -	8 Certifications
MS0616813816 -	1 Certification
NetApp -	26 Certifications
NetIQ -	6 Certifications
Nimble -	7 Certifications
Novell -	11 Certifications
Nutanix -	7 Certifications
Oracle -	340 Certifications
Other -	30 Certifications
Polycom -	14 Certifications
ProCurve -	6 Certifications
Proofpoint -	3 Certifications
Pure -	5 Certifications
Qlogic -	5 Certifications
Quantum -	2 Certifications
Quest Software -	1 Certification
Red Hat -	18 Certifications
RIM -	1 Certification
RSA -	33 Certifications
SANS.ORG -	1 Certification
Scale Computing -	1 Certification
ScriptLogic -	2 Certifications
Secure Computing / McAfee -	2 Certifications
Security Horizon -	2 Certifications
SimpliVity -	5 Certifications
Sonicwall -	2 Certifications
Splunk -	6 Certifications
Sun Microsystems -	65 Certifications
Symantec -	142 Certifications
Tegile -	2 Certifications
Tintri -	4 Certifications
Trend Micro	5 Certifications
Veeam	10 Certifications
Vision Solutions	1 Certification
VMware	300 Certifications
Watchguard	1 Certification
Websense	18 Certifications

16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	SHI has not been suspended or disbarred on any contracts similar to what is being requested by Sourcewell.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Today, we continue to fine-tune our products and services to meet the needs of our customers and the ever-changing, broad technology landscape. Our catalogue of products continues to grow and change in response to technological demands and customer needs. SHI categorizes the technology landscape and our capabilities into three broad segments: End-User, Datacenter, and Security. Within each of these segments are practices; for instance, the End-User Segment is comprised of Mobility, Desktop, Unified Communications, Devices, Peripherals, and Accessories. At the next level are the Solutions that reside within each practice. For example, within the Mobility practice, Unified Endpoint Management, Enterprise Mobility Management, Mobile App Management, Mobile Device Management, and Enterprise File Sharing exist. Another example includes the Solutions that reside under the Devices, Peripherals, and Accessories practice; these include Operating System, Desktop, Laptop, Tablet, Thin Client, Smart Phone, Video Surveillance, Printing and Imaging, Digital Signage, and Peripherals. The last piece of this conversation centers on Services for each Solution. These Services include Advisory Assessments, Solution Design, Proof of Concept, Implementation, Staff Augmentation, Training, Project Management, and Managed Services. Due to the size of SHI's Solutions Directory, it would be cumbersome to include all of the granular categories here, as our categorization and capabilities are extensive. But Sourcewell can be confident knowing that SHI has the capability to support its Members and to facilitate the right solution for each Member's environment at an extraordinary value. Should Sourcewell wish to discuss our Solutions Directory in greater detail, we will gladly schedule a call to articulate the comprehensive practice and solution areas we provide.

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Both clients and vendors have recognized SHI generously over the last five years for our exceptional quality, service, and partnerships. We are truly humbled by these accolades and by the recognition that has resulted from our Purpose and Passion. 2019 Awards - Microsoft US Surface Transformation Reseller of the Year - Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award - Ranked 10th on CRN's 2019 Solution Provider 500 - Dell Technologies Transformational Partner of the Year - SOPHOS Cloud Partner of the year - Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider - Intel Partner of the Year for Marketing: Training for Results - Sales - CRN's 2019 Managed Service Provider 500 - Elite 150 Category - Forbes Best Employers for Diversity 2019 - Adobe Digital Media Worldwide Partner of the Year 2018 Awards - VMware Partner Innovation Award: Transform Networking & Security - VMware Partner Innovation Award: Partner of the Year – Americas - VMware Partner Innovation Award: VMware Cloud on AWS Solution – Americas - Panasas Accelerate Newcomer Partner of the Year 2018 - Citrix Networking Partner of the Year - CloudHealth North America Partner of the Year - Cisco US Commercial POY - South Area - Cisco Capital POY - South Area - Cisco US Commercial POY - West Area - Cisco Advanced Collaboration Partner of the Year - Austin American-Statesman Top Workplaces - RSA North American SecurID® Suite Partner of the Year - Pure Storage Disruptor of the Year Partner Award - Partner of the Year - Municipal Information Systems Association (MISA) of Ontario - Ranked 8th on CRN's 2018 Solution Provider 500 - MSI Outstanding Channel Partner Award - Intel Partner of the Year PC Client Solution Award 2017 Awards - VMware Americas Marketing Partner of the Year - VMware Global Marketing Partner of the Year - Cradlepoint 2017 NSP Growth Partner of the Year

- Ribbon Communications North America Partner of the Year Award
- Fortinet North America Fabric Partner of the Year Award
- Citrix Sales Acceleration Award
- McAfee Partner of the Year
- Cisco Commercial Partner of the Year 2017
- Cisco Commercial Territory Partner of the Year 2017
- SHI Achieves AWS Managed Service Partner Status - 2017
- Citi Lean Partner Award
- Microsoft US Public Sector 2017 Partner of The Year
- HP U.S. Print Hardware National Solution Provider of the Year
- Forbes America's Best Midsize Employers 2017
- Hewlett Packard Enterprise Global Financial Services Partner of the Year 2017
- Microsoft Top Partner Windows Commercial Revenue 2017
- Nutanix Velocity Partner of the Year
- Ranked 9th on CRN's 2017 Solution Provider 500
- SAP Ariba Supplier of the Year
- Microsoft's SLG Channel Partner of the Year

2016 Awards

- Intalere Supplier Growth Leader - 20 Percent Club
- Aflac Partner of the Year Award 2016 - Diversity
- Austin American-Statesman Top Workplaces 2016 - SHI International Corp.
- Breakaway Partner 2016 - U.S. National
- Citrix Enterprise Partner of the Year 2016
- Cohesity National Partner of the Year 2016
- CRN Tech Elite 250
- Forbes America's Largest Private Companies 2016
- Forbes America's Best Employers 2016
- Fortinet North American Enhanced Technology Partner of the Year 2016
- Hewlett Packard Enterprise North America Financial Services Partner of the Year 2016
- HP Managed Print Services Best in Class Partner Award 2016
- Intel Security North America Reseller MVP
- Intel Security Partner of the Year- United States
- Meraki Elevate Partner of the Year 2016 - US Central Region
- MES XCellence 2016- Best Solution Provider
- Microsoft FY16 Top Windows Client Commercial Revenue Partner
- Microsoft FY16 US NASPO Top Partner
- Microsoft Operational Excellence Award
- Nutanix Momentum Award
- Ranked 13th on CRN's 2016 Solution Provider 500
- Sophos Top Performer National Americas 2016
- Veritas Technologies AMS Partner of the Year 2016

2015 Awards

- 2015 Adobe Americas Reseller of the Year
- 2015 CRN Triple Crown Award Recipient
- 2015 F5 Growth Partner of the Year
- 2015 Kaspersky National Partner of the Year
- Amerinet Diversity Supplier of the Year
- Austin American-Statesman Top Workplaces 2015 - SHI International Corp.
- Autodesk - Partner of the Year 2015
- Autodesk Volume Channel Partner of the Year
- Citrix NA Partner of the Year 2015 - Mid-Market
- Citrix NA Partner of the Year 2015 - SMB
- Dell Healthcare Partner of the Year
- ESET Most Valuable Partner (MVP) 2015
- Fortinet 2015 United States Enhanced Technology Partner of the Year
- NJBIZ's #1 Top Women-Owned Business
- Ranked 12th on CRN's 2015 Solution Provider 500
- Raytheon-Websense Growth Reseller of the Year (NA)
- Raytheon-Websense Net New Customer Acquisition Reseller of the Year (NA)
- Red Hat North American Commercial High Volume Partner of the Year
- SHI Canada ranks #14 out of Top 100 Solution Providers
- Sophos Top Performer North America
- Southern California MSDC Supplier of the Year Winners Circle
- Southwest Minority Supplier Development Council Class IV Supplier of the Year
- US National Commercial Partner of the Year
- US South Region Meraki Partner of the Year
- Veeam Corporate Reseller of the Year 2015
- VMware Americas Renewals Partner of the Year and vCloud Air Partner of the Year
- VMware Mobility Partner of the Year - Global and Regional

2014 Awards

- 2014 LAR of the Year, North America
- 2014 Microsoft Partner of the Year Award Education
- 2014 VMware Solutions Partner of the Year
- Americas Region VMware Solution Provider Partner of the Year Award
- arcserve LAR of the Year
- Autodesk Top Volume Channel Partner

		- Blue Cross Blue Shield of Michigan LifeSecure Diverse Supplier Achievement Award - Cisco Meraki Partner of the Year, Americas - Cisco New Break Away Partner of the Year, Americas - GMIS International Partner Award - Diamond Level - HP PartnerOne Award for Global Reseller of the Year - McAfee Corporate Reseller of the Year 2014, North America - Microsoft Operational Excellence Award - Eleventh consecutive year and thirteenth time overall: 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2000 & 1999 - NJBIZ's #1 Top Minority-Owned Business - NJBIZ's #1 Top Women-Owned Business - NJBIZ's #3 Top Privately Held Company - Ranked 15th on CRN's 2014 Solution Provider 500 - SolarWinds' 2014 Partner of the Year Award - Sophos Top Performing Partner 2014 - Fifth consecutive year - Thai Lee, SHI President and CEO, named to CRN's Women of the Channel Power 50 Solution Providers	
19	What percentage of your sales are to the governmental sector in the past three years	2018 – 14% 2017- 13% 2016-15%	*
20	What percentage of your sales are to the education sector in the past three years	2018 – 6% 2017 – 6% 2016 – 3%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI has included sales volume for our top 5 contracts over the last 3 years. In addition to the information we've provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSCContract/ContractHome NASPO Software Contract 2016 – \$176 Million 2017 - \$163 Million 2018 – 302 Million State Microsoft Software Contract 2016 - \$39 Million 2017 - \$188 Million 2018 - \$104 Million State Microsoft Software Contract 2016 - \$133 Million 2017 - \$149 Million 2018 - \$40 Million State Software Contract 2016 - \$95 Million 2017 - \$108 Million 2018 - \$117 Million GSA 2016 - \$64 Million 2017 - \$85 Million 2018 - \$84 Million	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract number GS-35F-0111K 2018 - \$82M 2017 - \$85M 2016 - \$64M	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Houston ISD	Chris Stroupe – Sr. Platform Admin.	713-556-5131	*
WA State Dept of Enterprise	Elena McGrew – Enterprise Contract	360-407-3957	*
City of New York	John Gioia – Chief Contracting Officer	718-403-8503	*
VA-INFORMATION TECHNOLOGIES AG	Greg Searce - Strategic Sourcing Specialist	804- 416-6166	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	Kentucky - KY	All IT products and services	\$16-\$1.7M	\$59,310,742	*
Not Required	Government	New York - NY	All IT products and services	\$10-\$4M	\$40,512,256	*
Not Required	Government	Louisiana - LA	All IT products and services	\$33-\$1.1M	\$40,338,113	*
Not Required	Government	New York - NY	All IT products and services	\$11-\$1M	\$30,228,675	*
Not Required	Education	Texas - TX	All IT products and services	\$10-\$1.6M	\$29,986,441	*

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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25	Sales force.	SHI is capable and eager to meet the needs of Sourcewell Members across the U.S. and Canada! Our ethos at SHI grows from our team members, and those team members remain our greatest asset. Each individual on our Sales Force is dedicated to providing exceptional customer service and support to Sourcewell Members. Building on Purpose and Passion, SHI continues to develop improved procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers. We do not rest on our laurels! In order to remain successful for Sourcewell Members, we will remain flexible in our approach and will engage with each Member on an individual basis; we understand that one size does not fit all and that philosophy is apparent in our service structure. In terms of organization, we have retained a small business feel in order to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers. U.S. Public Sector Sales – The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, Public Healthcare, and Federal entities across the country. Customers in the Public Sector Field are supported by both an Account Executive and a dedicated Inside Sales Team. Account Executives – Led by Denise Verdicchio, this team consists of 175 Account Executives who live and work in their territories throughout the United States. We have the largest field-based sales force in the industry and believe one of the keys to a customer-centric model is nurturing a strong fidelity with our customers. Account Executives spend time at their customers' locations, listening to their customers' needs, and developing a thorough understanding of what is important to that customer with purpose and with passion. Inside Account Managers – This team of 130 Inside Account Managers (IAMs) helps support Members' day-to day-needs. IAMs work in tandem with up to three AEs, and in this way, our customer support stays consistent and personal. SM SLED –Our Small/Medium SLED division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of their size. In this case, we have defined small as a K-12 district with 7500 students or less, a higher education institution with 1500 students or less, or a city/town with a population of 50,000 or less. These customers often are overlooked by large resellers, yet they have the same needs as their larger counterparts to stay current with technology. Our SM SLED division is based out of our global headquarters in Somerset, NJ, and the team consists of 170 Inside Account Executives (IAEs) who support Members' needs from start to finish. Canadian Public Sector Sales – SHI provides a comprehensive customer support plan to ensure we are meeting each Members' needs as part of our presence in Canada. Currently, our 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal) are supported by six IAMs in Austin, Texas. We also have four IAEs who are phone-based administrators covering Canada to augment the AEs. From a support perspective, we have two in-country field solution engineers – one focuses on UCC and the other on DataCenter. SHI currently employs two Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. And our Canada presence is growing! As of January, 2020, we will employ approximately 30 AEs, with 20 representing Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales – both the IAEs and IAMs to support the added headcount in the field. We also plan to simultaneously double our Canadian technical resources. All of SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the capacity and autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring extraordinary customer satisfaction, SHI is able to provide high-quality customer service and ensure efficient and effective responses to questions and issues. In addition, the SHI Regional Directors are directly engaged with their account teams to provide executive-level support and to meet with customers as needed. In addition, SHI believes in regular and transparent communication with our customers. Our Account Executives will meet with the participating entities and individual Sourcewell members to review their business with SHI. During these review meetings, we discuss purchase history and the Member's future plans. Through devout listening and with open discussions, SHI can provide tremendous value in supporting future initiatives and will engage support teams as needed to meet Member's goals and objectives. If awarded, SHI will provide this level of service for all Members who use the Sourcewell contract to procure IT products and services. We are confident that our capabilities and our commitment to meeting our customers' needs is demonstrated in our level of success under our public sector contracts nationwide. For instance, SHI holds the most Participating Addenda and has achieved the most volume under the NASPO SVAR contract. We have met and exceeded service levels for NASPO ValuePoint and for each State during the contract term, and we have been an active participant in helping NASPO ValuePoint and the States to explore new avenues to achieve additional benefits under the contract.
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26	Dealer network or other distribution methods.	SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order. In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located strategically in: • Atlanta, GA • Chicago, IL • Dallas, TX • Fontana, CA • Fort Worth, TX • Jonestown, PA • Swedesboro, NJ • Los Angeles, CA • Memphis, TN • Miami, FL • Ontario, CA • South Bend, IN • Suwanee, GA SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing.
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27	Service force.	We realize that IT changes constantly and exponentially. As we mentioned elsewhere, although there remains a need for basic IT commodities, the urgency to build solutions that will solve customers' technology and data challenges is more acute than ever. In response to this urgency, we restructured our Service Force to include solution-based support. In fact, we now have specific, technical expertise around our entire portfolio of services and products, ensuring we are able to meet all of Sourcewell Members' IT needs. A sampling of our Service Force for the U.S. and Canada includes these areas: Field Solutions Engineers - In order to provide more technical expertise, SHI currently employs a team of 32 Field Solution Engineers in the US and 2 FSEs serving Canada, and those numbers are increasing in the near future. Our FSEs collaborate directly with Account Executives and are the first point of contact for more in-depth technical discussions. Enterprise Solutions Group - In synchrony with other support teams, SHI's Enterprise Solutions Group (ESG) has the agility and expertise to help design, build, test, and deploy hardware and software solutions. ESG's goal is to help customers execute their mission and educate end-users by getting the right technology to the right people at the right time. Today there are over 250 people dedicated to this division of SHI. Cloud and Innovative Solutions – Tapping into the potential of the Cloud is essential to help Public Sector agencies meet their missions and to facilitate the needs of their citizens as well. In addition to our Enterprise Solutions Group, SHI's Cloud and Innovative Solutions Group (CIS) provides insight into Sourcewell Members' cloud environments, making assessments, evaluations, and recommendations that benefit your specific organization. CIS helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' environment. Our CIS practice is staffed with approximately 50 senior-level consultants focused on supporting and engaging customers across the continuum of cloud computing. Corporate Training Group by SHI – Providing on-site, online, or on-demand Technical, End-User, and Professional Development Training, our newly acquired Corporate Training Group complements our other services flawlessly. We recognized the need to equip our customers with the skills and knowledge to increase their adoption and consumption of technology, and our CTG team offers full-service training to meet those growing demands – from IT professionals to end-users – we provide training that enables customers to increase their return on investment in technology. With approximately 20 training experts dedicated to our CTG team, we are always ready to provide invaluable, personalized training for Sourcewell Members! Software and Hardware Partner Support Organizations - SHI has the largest team of Software and Licensing Specialists in the industry. These teams are in place to support our customers and sales teams with the expertise to manage the varied features of the Publisher Licensing Programs. Our award winning team of Software and Licensing Specialists is available to assist Sourcewell Members with selecting their licensing programs, executing agreements, and supporting the agreement lifecycle. Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners. Service Providers – SHI provides services in one of three ways: (1) SHI-Delivered Services – our internal delivery resources are based both in NJ and across the country. Today we have approximately 270 SHI Employees who deliver various IT Services to our customers. (2) Partner Delivered Services – SHI has the ability to resell partner services. In this case, we rely on either employees of that partner or contractors of that partner. Although it is difficult to clearly quantify the number of resources in this category, as the number of partners that we support in this manner is large, we are happy to provide more detailed information if needed. (3) Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners; in addition to that network, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner in order to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We begin every day reminding ourselves of one of our principal purposes – to focus on empowering the people who use technology and to maintain integrity in our relationships with our customers. With this purpose, we clearly recognize the need for exceptional Relationship Management (which might include resolving technical issues and responding to product delivery, billing, and requests regarding Statements of Work). We also understand the need for efficient and transparent communication in order to keep Sourcewell Members' projects moving forward smoothly and successfully.

The first step to ensure success in these areas is to define collaborative and clear SLAs that meet Members' needs. It is standard practice for us to respond to email and phone requests within two to four hours. We process orders within 24 hours of receipt (unless additional information is required), and we provide daily updates on any pending requests.

We are confident that our Account Team will fully support both daily needs and provide accessible, courteous, responsive, and seamless customer service. If Members ever require a higher level of support, we encourage them to escalate their request.

The following articulates our standard procedure with response times:

1. Call answered timely: Ninety percent (90%) of calls answered within sixty (60) seconds
 - a. SHI has Team Phone Lines where all members of the support team are logged in, and calls are answered in a round-robin method, by members who are not on a call. In the instance all members are helping other customers, calls will be directed to voicemail. Customers can leave a voice message, which will be returned within 2-4 business hours
 - b. If the customer has an urgent request, they can escalate their request to the Inside Sales Team Manager or Account Executive for immediate assistance.
2. Voicemail response: Four (4) business hours from time customer has recorded message: All voicemails are answered or returned within 2-4 business hours
3. Quotes: Respond and/or resolve to ninety percent (90%) within eight (8) business hours from vendor's receipt of customer's request
 - If quotes are out of a standard catalogue for the customer, they will be fulfilled within 8 business hours. If quotes are requested for items which are third party source/weird ware items, IAMs will take the following action:
 1. Reply to customer request within 2-4 hours, confirming receipt of request
 2. Relay to the customer they are working on their request and send notification of additional time the request may take due to external factors – such as awaiting vendor response/additional specs are required from the customer.
4. New location set up: One to three (1-3) business days from vendor's receipt of customer's request
 - If the shipping address is being adjusted after an order has been placed, it needs to be completed ASAP, and before it ships from SHI or distributor warehouse, to make adjustments.
 - If the item has already shipped and the customer needs to adjust shipment location, the IAMs will set up returns and make arrangements to resubmit to updated location, which should not take longer than 1-3 business days
5. Order entry accuracy: Ninety eight percent (98%) of total monthly volume
6. Orders entered timely (include order confirmation): SHI's standard SLA for order entry is within 24 business hours.
7. Time from in stock product shipment to delivery: within five (5) days ninety percent (90%) of the time
 - Any possible delays based on total quantity ordered or restrictions from the OEM will be communicated with the customer at the time of quote or order placement and SHI will keep the customers informed of estimated delivery.
8. Time from product delivery to installation: This will vary based on product and installation requirements. SHI will work with the customer to develop a timeline/SOW for each installation and ensure that the timeline established is met.
9. Percentage of devices DOA: <1% per quarter: As SHI is not the OEM of the products being requested, this is not in SHI's control. If an item is DOA, SHI will work with OEM to provide a working product ASAP
10. Contact installation location to inform product on the way and to schedule installation date: This will be clearly defined in the SOW and managed by the Account team and/or the PM assigned to the project.
11. Final installation of product: This timeline will be established as part of the SOW and will be closely managed by the PM assigned to the project. SHI will keep the customer informed should any changes to timeline occur.
12. Order received to product shipment: within fifteen (15) days ninety percent (90%) of the time
 - Should we expect a delay due to large quantity, complexity, product constraint, or similar, SHI will communicate the expected timeline with the customer and follow up consistently until the product is delivered.
13. Product shipment to installation complete: This requirement and timeline will be clearly defined in the SOW established between the customer and SHI and managed by the PM assigned to the project.

		It is important to note that SHI is built on a foundation of World Class Support. Adopting the process around this support is the first training all new employees receive when they start their career at SHI. Our Purpose is to deliver exceptional value and experience with passion as we help customers select, deploy, and manage technology; and our World Class Support is based on 4 tenets: 1) Acknowledge with a purpose; 2) Anticipate Needs and Issues; 3) Update Proactively; 4) Confirm Completion. We believe consistent, honest, and proactive communication will lead to extraordinary customer satisfaction.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all Sourcewell Members. With 175 Account Executives who live across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. SHI's Account Executive(s) will meet with State Agencies, Cities, Counties, and Municipalities to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. We will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. In addition, SHI is ready to provide training to educate Sourcewell Members across all geographic areas of a new contract.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	SHI recognizes the tremendous value that Sourcewell brings to its Members through this cooperative contract. We are excited to train our Account Executives on this contract and will market and promote it to all Sourcewell members without exclusions, and with a focused Purpose and Passion that is incomparable.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have account executives who live in both Alaska and Hawaii and are ready to serve Sourcewell members upon award. Both Carlee Chung – our Public Sector Account Executive in Hawaii and Jim Steele – our Public Sector Account Executive Alaska uphold SHI's purpose with a passion and staunch affiliation.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We are excited to promote and market a Sourcewell partnership, and our teams are ready to do so! We know the vital importance of marketing contracts and reaching all eligible Sourcewell Members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting Sourcewell. Our dedicated Public Sector Programs team will join forces with Denise Verdicchio and the entire Public Sector leadership team, to create and execute our marketing plan. Primary contacts for Sourcewell include Aimee Ballenger Public Sector Program Manager Aimee_ballenger@shi.com and Lauren Baines Public Sector Marketing Specialist Lauren_baines@shi.com We include a sample marketing plan as part of the supplemental attachments at the end of our response, and will remain flexible and open to collaboration post-award. We are highly responsive and will work swiftly to execute the agreed upon Marketing plan. An excerpt of an SHI consortia plan might look like this: First week: • Create a co-branded press release and work quickly to distribute to agreed-upon trade publications; • Post announcement along with contract details and contact information to www.shi.com; • Begin design of co-branded marketing materials including print, electronic, email, and presentations;

- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads;
- Create social media strategy;
- Design and implement Sourcewell secured website on www.shi.com including Sourcewell logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials;
- Finalize plans to publish and distribute;
- Begin distribution to current and prospective Sourcewell members;
- Implement initial social media strategy.

First ninety days:

- Post announcement as a blog post to our widely read blog.shi.com series;
- Complete training and enablement for SHI sales force;
- Complete publishing and distribution of initial marketing materials;
- Analyze initial activity;
- Discuss next ninety day plan for marketing.

Ongoing:

- Design and publish national and regional advertising in trade publications;
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts.

SHI participates in hundreds of trade shows, conferences, and meetings across the country.

Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also look forward to the Impact Education Conference and plan to contribute by exhibiting and presenting educational solutions to conference attendees.

We also provide seminars and workshops to our public-sector customers across the country and are eager to do so for Sourcewell members! In all cases, we will work with you to determine the right topics, venue, timing, and participants.

Some examples of what we provide include

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with Sourcewell as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). Sourcewell Members are welcome to attend these at no additional charge.

Custom Events - SHI will help Sourcewell coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - <http://blog.shi.com/>. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Some of the digital marketing-related items that contract customers can expect to receive and access include: SHI Blog – With readership increasing exponentially, SHI's blog showcases short news and informational articles to keep our customers up to date on our services and support as well as on emerging trends in technology. Sourcewell Members can subscribe to our blog online: https://blog.shi.com/ and stay updated on all things IT, browsing categories that include Software, Solutions, Cloud, and Technology News. Social Media – In addition to the SHI Blog, SHI is increasing our use of social media to keep our customers informed, and our visibility will continue to grow. With a dedicated team of social media content experts, Sourcewell Members will get up-to-date information on demand by following SHI on Twitter, LinkedIn, Facebook, Instagram, and YouTube. You might, for instance, see some of our newest posts about our partnership with Rutgers University, announcing that the newly-minted SHI Stadium – a 52,454 seat venue – will host its first sporting event on August 30th! Newsletters – SHI creates various informative, monthly newsletters succinctly containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, which are also available as a subscription to anyone who is interested. Web Seminar Presentations – SHI hosts a series of web seminars covering a variety of topics including new product announcements, changes to licensing programs for major software OEMs, procurement and technology trends, and foundational IT information. Webinar schedules are published quarterly and have a regular public-sector audience. Please check the events page on our web site for the most current schedule. Marketing Documents – SHI creates hundreds of marketing texts for our major manufacturing partners and core services offerings, all of which are made available to customers through in-person meetings, trade shows, email delivery, and mail-outs. Marketing documents will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to Sourcewell Members.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SHI is prepared and eager to promote contracts arising out of this RFP, and we perceive Sourcewell's role as quite minimal. We ask that Sourcewell share pertinent SHI material on their website, making our contract information accessible to Members. Beyond that, we take full responsibility to integrate a Sourcewell-awarded contract into our sales process, using our proven formula to onboard and optimize contracts of similar size and scope, and we are committed to promoting this contract broadly and enthusiastically. With our prevalent, respected, and highly-certified sales support team, SHI will swiftly become a trusted advisor to your Members. Relying on our Address, Acquire, Adopt Methodology, we will ensure that we work harmoniously with Sourcewell Members, facilitating each project from inception through successful implementation to completion, and helping to uncover cost savings at all phases of a project lifecycle. As previously mentioned, we will integrate this new contract into our sales process seamlessly, with our AEs meeting early on and consistently thereafter with State Agencies, Cities, Counties, and Municipalities to listen, to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. Additionally, we will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. We will engage Sourcewell Members during the strategy and solution design phases of their projects and will assist with strategic planning, assessments, white boarding, proof of concepts, and more. Initiating conversations early in the process will lead to a more optimized project and cost savings. We will also provide extensive product and vendor specific support to ensure successful adoption and follow through during the life of the project. SHI has invested substantially in both Pre- and Post-Sales resources to better serve Sourcewell Members and their long term needs as they Address, Acquire and Adopt their the IT Lifecycle solutions. Armed with the support of all the leading manufacturers, every member of the SHI team is dedicated to helping Sourcewell Members and providing transparent support throughout the entire engagement.

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	When it comes to IT, procurement is never one simple step. We recognize the series of activities and procedures necessary to support the selection of IT equipment and services. IT procurement involves both strategic and administrative responsibilities, and SHI can facilitate that entire acquisition process. To help you obtain the right products and the best services, we offer a variety of procurement options and always customize them to fit Member's unique needs. All of our products and services are available to Sourcewell Members through an e-procurement ordering process, and current governmental and educational customers have used our eCommerce system with great success and ease! We will happily provide a "tour" of our online ordering system, or you can visit a sample on our website at https://portal.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=91416 SHI stays current with eCommerce technology, and we've made great investments to UX to ensure customers can purchase, compare, get informed, and stay protected – all from the comfort of their office or home-office. With our Catalogue Customization Options; Approval Routing and Workflow; Reporting and Order Status features; and our PRO Renewal Organizer Timeline, Members can be confident knowing that their IT needs can be met efficiently, effectively, and safely through your personalized SHI eCommerce portal. SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalogue of products, and its business-to-business functionality includes innovative Custom Catalogue capabilities that provide personalized views of product information, enabling Sourcewell Members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. Catalogues can be as broad or as narrow as Members need! With thousands of manufacturers represented, product catalogues are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which Members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba Punch-out • Coupa • ePlus Procure+ • Hubwoo • Oracle OAG • cXML Punchout • Perfect Commerce Roundtrip • PeopleSoft Direct Connect • SAP OCI Roundtrip • Sciquest • Verian ProcureIT Our Ecommerce Specialists provide training to Sourcewell Members authorized to access their customized site (e.g., sourcewellmember@SHI.COM), and we will schedule trainings based on the customer's level of access to the site, collaborating with individual Members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used – and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors. Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated or non-co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.
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Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a vital component to success within any endeavor, and especially with technology products, equipment, maintenance, and operations! Our Corporate Training Group (CTG) is a newly acquired addition to what was already SHI's robust training department. Recognizing that technology adoption is just as essential as procurement, we invested in expanding and formalizing our Training Services for all our customers, including Sourcewell Members. While we believe that educating our customers is a huge part of their success (and ours!) and we generally include foundational-level education as a standard element of Pre- and Post-procurement consulting, our CTG group now provides optional, expert-level training in areas including Technical, End-User, and Microsoft-specific training, in addition to Professional Development and Custom Training programs. A leading provider in custom training solutions and services for over 25 years, Corporate Training Group by SHI provides a comprehensive curriculum of advanced technical training and forward-thinking professional development aimed to empower Sourcewell Members and to increase productivity for all their IT environments. Our CTG team of approximately 20 trainers is led by Rob Eyerkus and Kathy Mathews. The team has been together over 10 years, ensuring loyalty, trust, and quality for all learners. Pricing is determined in collaboration with Sourcewell Members – with consideration given to the technology focus; online versus face-to-face training; and one-on-one versus group training. Please feel free to explore more details and options at https://www.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=95722
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37	Describe any technological advances that your proposed products or services offer.	When IT is the focus, technological advances are expected. Hardware and software provide obvious technological advances for Sourcewell Members; but SHI offers more than advancement through products alone – in addition to products, our experts who comprise our technological services teams help advance Members' technology in myriad ways! Articulated below are just a few offerings: CLOUD: One tremendously important technological advance we offer, for instance, is facilitating the transformation of Members' Data Centers to support a modern Hybrid Infrastructure, making their journey to successful Cloud technology possible. Our recently-developed Cloud and Innovation Solutions (CIS) group helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure Members stay on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' IT environment. Our certified architects and technical consultants combine their industry expertise to deliver services that advance Members' IT business via public, private, and hybrid cloud technologies. A highlight of our CIS support services includes Cloud Platform(s) Service Onboarding; Reporting & Analytics; Advisory Services; and Volume Licensing Expertise (plus more!). SECURITY: In addition to advancements in Cloud and Innovation, SHI recognizes Security as one of the IT field's biggest issues, and our customers – from K12 to Federal to Local Government – are all concerned with compliance, vulnerability, security resources, and budget. Our Senior Security Architects are authorities in IT Security and understand how to protect information and data against Script Kiddies; Hackers; Hacktivists; Malicious Insiders; and Nation-State threats. Our sales of security products and solutions have nearly tripled over the past 10 years, and at over \$667 million, SHI is one of the largest securities solution providers in the world. Our presales and consultant Security Architects have both vendor-specific and vendor-neutral certifications and decades of operational experience, and they use their prowess to help customers remain compliant, safe, operational, and within budget in at least six Security areas: Identity and Access Management; Application Security; Data Centric Security; Data Center and Cloud Security; Threat and Vulnerability Assessment/Management; and Security Program and Operations. Desktop Virtualization Capacity Planning: SHI's Capacity Planning Assessment is a Value-Add service conducted over a 30 Day period to deliver a sample analysis and documented findings of a customer's current desktop environment. This service advances Member's technology by providing them with a more efficient and effective desktop virtualization implementation. We help eliminate guess work and the risk of under-scoping or over-scoping the infrastructure to support the desktop virtualization environment. Envisioning Office 365: Our Envision service consists of a three- to five-day engagement in which we review a Member's current Active Directory, review their current Exchange environment, interview key decision makers, and provide them with a high-level strategic plan to migrate or build a hybrid O365 Strategy. SHI's Envisioning Office 365 is a Value-Add service. Infrastructure and Optimization – VOA & HCA: vSphere Optimization Assessment (VOA), powered by vRealize Operations, provides 360-degree visibility into capacity, performance, and configuration across multi-cloud environments through predictive analytics and unified single console. This service is ideal for Members looking to manage everything from their infrastructure stack to applications all while saving on their cloud resources. The Hybrid Cloud Assessment (HCA) helps Members understand their existing private cloud costs and conduct public and private cloud cost comparisons to decide which, if any, workloads to move to the public cloud. SHI experts provide an analysis report that shows the expenses of Member's infrastructure in a private cloud environment and that evaluates the cost of running the same infrastructure on other public cloud environments like Amazon Web Services (AWS) and Micros Azure. SHI's VOA and HCA combined assessments are Value-Add Services conducted over a 30 Day period to deliver a complete analysis and documented findings, helping to advance Member's technology.	
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a reseller and not a manufacturer, SHI naturally has a low impact on the environment. However, we are always mindful both our local community and the larger environment and work to reduce any damaging effects from our organization, while protecting the safety and wellbeing of our staff. Our environmental initiatives focus on four areas: • Energy use (office and equipment) • Business travel • Waste management • Asset redeployment, recycling, or proper disposal And we exercise due diligence to: • Adhere to local and international environmental legislation • Increase employee awareness • Adopt best practices • Monitor usage SHI's goal is to consume less energy and reduce our environmental impact. We take action through: • Monitoring power consumption • Reducing Scope 2 greenhouse gas emissions at 1% reduction per year, since our power consumption goal and Scope 2 greenhouse gas goal are directly linked together • Establishing a goal of 100% for recycling paper, plastics, glass and cardboard • Using advanced energy-saving systems such as automatic lights and energy-saving computer monitors • Using materials from renewable resources, non-toxic materials and recyclable items	

SHI has reduced our travel-related environmental impact by promoting:

- Teleconferencing and other collaborative working tools to limit the number of individual business trips
- A Work-from-Home policy, whenever possible
- Flexible working hours
- Use of public transportation

SHI encourages individual responsibility and supports recycling initiatives in the following ways:

- Monitoring the purchase of cut sheet paper
- Striving to reduce paper consumption by 1% per year
- Providing recycling facilities for paper, printer toners, etc.
- Supporting double-sided printing and photocopying
- Using proper disposal or recycling of IT and electronic equipment in accordance with local regulations
- Donating IT assets to those who would not otherwise have access

SHI is committed to reducing our energy use and to saving Mother Earth through innovative, environmentally-friendly ways. Ranging from rooftop solar panels to zero irrigation landscaping at our Headquarters, our sustainability efforts demonstrate breadth and depth.

Below are just some of the ways SHI has devoted efforts to environmentally conscious actions:

- 500-kilowatt rooftop solar panel arrays at HQ
- 327-kilowatt rooftop solar panel arrays at Varga warehouse
- Energy efficient lighting that reduces lighting power density by 50%
- Naturally lit open offices
- Occupancy sensors
- Water efficient plumbing fixtures that are anticipated to reduce water usage by 40%
- Low VOC (Volatile Organic Compounds) finishes
- Zero irrigation landscaping
- Carpeting with a high percentage of recycled material
- Low-flush water closets

We qualified for the Leadership in Energy and Environmental Design (LEED) Commercial Interior Silver certification. This project, along with our building renovation, signifies SHI's tremendous growth and is a physical representation of our dedication to sustainability. Our SHI HQ solar panels, for instance, produce approximately 25% of the electricity for both East and West wings. Please feel free to view our video, which celebrates our green initiatives and shows our solar panels in action, by clicking SHI Green or by visiting <https://youtu.be/eZhNpTKEvFY>.

In addition to incorporating environmentally friendly initiatives into our business strategy to protect the planet and reduce the amount of IT hardware waste each year, we also help our global IT customers reduce, reuse, and recycle their hardware assets through our sustainable IT solutions. Some of our customer/partner initiatives include recycling office equipment and related items in compliance with county, municipal, and EPA guidelines. As a result of our efforts, in March 2013, SHI received its Gold LEED Green Certification.

Asset Recovery for Hardware Products

Many organizations are relying on external collaboration for asset disposal, especially since the Environmental Protection Agency and State Departments of Environmental Protection regulations become more stringent and as disposal practices come under greater scrutiny. SHI can help Sourcewell Members stay ahead of the curve, working diligently with Members to facilitate cost-effective disposal services of all sizes and in all verticals. In fact, our team of experts helps to dispose of or redeploy old technology in a way that not only assures compliance but also keeps corporate data from being compromised.

Our disposal processes provide several benefits, many of which other technology vendors don't provide, including:

- Integration: SHI provides a data-feed designed to be incorporated directly into existing asset management systems rather than in complex spreadsheet or database form;
- Security: Our security partners perform DOD and NIST compliant wipes of hard drives to ensure that no company or customer data is retained on old assets;
- Recycling: Our processing partners are either R2 or e-Steward certified, recycling everything in the asset (metal, glass, plastic, and so on) and disposing of harmful substances compliant with stringent government guidelines;
- Global Locations: With processing locations worldwide, we are committed to expanding our global network to shorten the distance that client assets must be shipped for processing.

Our asset disposal and redeployment services can be customized and used in any combination to meet Members' unique needs, making us an ideal partner for any solution. With our customers always in mind, we will ensure we pick up Members' assets for processing; help remarket, redeploy, donate, or dispose EOL assets; conduct inventory and assessments of all assets; and

- Offer end-of-lease processing;
- Conduct software license harvest and redeployment services;
- Provide a total solution one-stop-shop place for all technology end-of-life needs.

		Our Asset Management team, comprised of almost 80 subject-matter experts from all over the world, has been assisting clients with their needs for over a decade. Our SMEs include former auditors from publishers such as Microsoft, Oracle, and IBM, and audit firms such as KPMG, Deloitte, and PWC. We are confident that we have the ideal combination of experience, expertise, and technology to accomplish Members' asset disposal needs efficiently and effectively.	
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to corporations whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs. Diversity at SHI 2019 SHI ranks #244 Among Forbes' Top 500 Best Employers for Diversity 2019: "While many organizations have struggled to cultivate cultures that welcome and support all workers, some have been making progress. Forbes set out to identify the companies doing just that with our annual ranking of America's Best Employers. Results for the survey were compiled by surveying 50,000 Americans working for businesses with at least 1,000 employees." We are proud to be ranked among the most diverse employers on this most recent list and are constantly taking actionable steps to increase diversity and inclusivity for our organization. Forbes URL: https://www.forbes.com/sites/vickyvalet/2019/01/15/americas-best-employers-for-diversity-2019/#168da4cc2bda SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Diversity Awards (Historical Listing) • AT&T Mega Deal Supplier Diversity Award • McAfee Partner of the Year • Cisco Commercial Partner of the Year • Cisco Commercial Territory Partner of the Year • SHI Achieves AWS Managed Service Partner Status • Citi Lean Partner Award • Microsoft US Public Sector 2017 Partner of The Year • HP U.S. Print Hardware National Solution Provider of the Year • Forbes America's Best Midsize Employers • Hewlett Packard Enterprise Global Financial Services Partner of the Year • Microsoft Top Partner Windows Commercial Revenue • Nutanix Velocity Partner of the Year • Ranked 9th on CRN's 2017 Solution Provider 500 • SAP Ariba Supplier of the Year • Microsoft's SLG Channel Partner of the Year	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Privately held and under the guidance of its current ownership since 1989, SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its Members. In fact, we share a very similar vision and mission, and strive with purpose and passion to provide exceptional value and experience as we help customers select, deploy, and manage technology. We are unique in both our stability and in the tenure of our executive leaders and team members (many of whom have been dedicated to SHI since its inception). SHI Account Executives support their clients locally from over 30 offices throughout the U.S., Canada, the U.K., France, and Hong Kong; and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day. SHI is proud of the reputation we have established, particularly in the Public Sector, as an organization uniquely capable of understanding and addressing the specific needs and concerns of the IT community. And Sourcewell Members will benefit from our high-value solutions that are focused on meeting the distinctive requirements of each customer, while always incorporating opportunities for partnership and innovation. We provide custom technology solutions for every aspect of Members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by leading manufacturers, publishers, and providers in the industry. License Program Management In large part because of our License Management Program, SHI is the most unique and effective license provider in the industry. Our license-tracking system and workflow have been automated to enforce purchasing rules and to minimize the opportunity for errors. This program includes License Management System —Our Software Licensing Center will create Licensing Documents that pertain to Members' specific Licensing Agreements. License Allocation System —this system was created to provide our customers with a tool for managing the allocation of licenses purchased under Enterprise-type Agreements. License Redeployment Management Service—this service helps organizations that are looking for solutions to reduce the total cost of ownership of their computer hardware and software. In addition, we provide: • A dedicated account and service team empowered to commit resources to address the needs of your organization; • A flexible service approach that allows SHI to adjust its processes and procedures to meet your changing IT needs; • An innovation strategy that ensures your organization is made aware of additional opportunities to improve service, reduce costs, and increase satisfaction for your own customers/users; • A professional Corporate Training Group; • A practice dedicated to Cloud & Innovative Solutions; • Customized Reporting; • On-line Procurement; • Volume License and Hardware Program Management; • Pre-Sales Support from SHI's Software and Hardware Teams; • Staging & Inventory; • Electronic Software Distribution; • Online Invoicing; • E-Commerce Integration; • Renewals Organization Services Manufacturer Relationships go a long way in helping our customers SHI has relationships with manufacturers to assist Sourcewell Members in 1) reducing their expenditures on IT hardware and software, 2) negotiating and benefitting from volume-based pricing programs, and 3) managing the lifecycle of their IT assets. Cost Savings Opportunities SHI understands that Members want to purchase products at the lowest possible price, so we initiate a sourcing process for each transaction that ensures we begin at the lowest price possible. We base our discount structure on SHI advertised price and do not inflate the price for RFPs. In addition, we identify volume discount programs, training each Member's Account Team comprehensively to do so; if there is a product available at a bulk price or a formal discount program from which Members benefit, the Account Team will bring these opportunities to Members' attention. Finally, we maintain award-winning relationships with many distributors in order to ensure that our pricing is always competitive, allowing Members to attain value from the combined buying power of all SHI customers.
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42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	SHI enthusiastically will provide products and services to Sourcewell Members in Canada! In fact, our expansion currently taking place makes us uniquely qualified to grow this segment of the contract. Today SHI's Canadian team is comprised of 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal). Those field AEs are supported by 6 Inside Account Managers, located in Austin, TX. An additional 4 IAEs, who are phone-based sellers covering Canada, augment the field sellers. And from a support perspective, we have 2 in-country field solution engineers – one focuses on UCC and the other, DataCenter, with 2 Microsoft Licensing Executives and 1 Cisco business development representative specific to Canada. As of January 1, 2020 our ability to provide products and services will increase dramatically, as SHI's Canadian team will include 30 AEs – likely 20 in Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales, both the IAEs and IAMs, to support the added headcount in the field. We also plan on doubling our technical resources by this date as well! Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration. Our distribution network is similar to what we use in the U.S. – primarily Ingram, Tech Data, and Synnex, and we rely on the distributor network to perform those types of services on our behalf.
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Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental; but some will limit the number of claims, charge a deductible per accidental incident, and do not cover spills (depending on the OEM). We will provide additional detail on specific manufacturers as needed.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. If SHI Complete Care is purchased it does not cover water submersion claims, surge protection, intentional damage, or acts of nature.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties this will vary based on the warranty purchased and SHI can provide these details with specific OEM's.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty services from an OEM will not cover items from other manufacturers. SHI Complete Care, described below, is vendor neutral and may be able to support in warranty OEM claims for select manufactures. If the customer purchases SHI Complete Care for their new devices, they will be 100% supported during the term of the contract.

48	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered – we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a “no returns” policy; in these cases we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: In order to request a return, first contact your dedicated sales team, via email, phone, or through the “Request Return Authorization Number” section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns in order to expedite the process for the customer. Occasionally, Software Publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides the letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest – processing the Letter of Destruction directly with the Software Publisher. At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!
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49	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original Manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Our Enterprise Warranty Services will extend the life of Member's technology investment and will keep their systems – and their business – running at peak performance. The benefits of our Enterprise Warranties include • Coverage up to 5 years; • 24/7 technical support; • U.S.-based call center; • Global support capabilities; • 100% coverage for commercial use, parts, labor, and accidental damage; • \$0 deductible. In addition, SHI provides comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides • 100% coverage on parts and labor, normal wear and tear, and power surges; • "No Lemon" guarantee; • Replacement for products that are beyond repair; • No deductibles, hidden fees, or surprise charges; • Commercial use. Members' SHI Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Our Warranty Services alleviate multi-year budgeting constraints and deliver service when and where Members need it! Included in Product Protection Services in basic triage and remote diagnosis; 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, our warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, SHI offers post-warranty and maintenance agreements for products that are still viable and in use! If Members maintain equipment under a warranty that is about to expire - or already has expired - SHI's post-warranty and maintenance agreements keep them covered. Our field engineers serve as an extension of the IT organization and deliver reliable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to Member's organization. Our Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support Member needs, no matter where the equipment is located.
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Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI is an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. Differences between Hardware Leasing and Software Financing Typically, our two lease options include Hardware (equipment) and finance Software. Hardware Leasing: SHI offers the following types of hardware leasing: Fair Market Value Lease (FMV) – FMV allows customers to use equipment for a specific term with the return of that equipment at the end of the contract. Customers can extend for a period or purchase equipment at the Fair Market Value. FMV is the most flexible option, and usually, at the end of the lease, we send equipment to our refurbishment partner for resale. \$1 Buy Out Lease - Some customers prefer to own the equipment at the end of the term. This option is a capital lease put on the Lessee's balance sheet as a capital expense. The benefits to leasing hardware with SHI include : • All equipment costs are covered with no need to obtain additional financing elsewhere. • Cash is available for income-producing investments. • Lease payments are fixed and easy to budget. • Technology doesn't become obsolete. • Risks are reduced, as add-ons and replacements are fast and easy. • Paperwork is reduced since the lessor handles all the invoices. • Diversity spending. The Lessee can have equipment and even other vendors' products and services included in the lease and receive diversity credits. • Planned Replacement. Leasing allows the customer to have a built-in replacement schedule. • Warranty and maintenance costs are reduced. • Leasing matches the expense to the benefit. • Customers do not need to dispose of equipment. • Payments are predictable and are not subject to interest rate fluctuations. Software Financing SHI offers Installment Payment Agreement (IPA), which provides ownership at the end term for transactions that are software and services based.
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52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	We strive to help our customers execute their mission by getting the right technology, to the right people, at the right time. Once customers submit their requests for quotation to the Inside Account Team, a dedicated Inside Account Manager (IAM) will research the product and create a quotation based on the terms and conditions of the contract. The quote can then be published to shi.com, where the customer can retrieve the quote to place the order electronically with SHI. We also support ordering by phone, online ordering and email orders. All product offerings are available for online ordering, including non-catalogue items which are supported via our published quote feature. Published quotes are custom quotes the Inside Team creates and publishes to the website so the customer can log into their web catalogue and complete their purchase. The Inside Team creates customer quotes in Sales Center, an internal quote tool that is connected to our distributor network providing access to the most current inventory and pricing when our customers need a quote. Orders are entered into our A/X Order Entry System and updates for order confirmation and tracking are automatically generated and sent to the end user who placed the order. Customers may also track orders using their login on shi.com Our order management system is a complete order tracking and order maintenance system. All of the information resides on IAM desktops. Each day, we receive the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the Sales Orders and are ready for immediate access by the designated Inside Account Manager. In addition, we provide this tracking information directly to our customers through Your Home at SHI. Authorized Sourcewell members can log onto our web site to check order status and tracking data direct from the carriers. We fully understand Members' need for flexibility in reporting, as well as the need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, by division or by bill to or by another criterion specified by Sourcewell. We then group the ordering units into the next level within the Member organization. The entities within that level will be grouped to form the next reporting level, and so on until we reach the enterprise-wide level. In addition to providing reports based on the organizational levels within Sourcewell, we also provide reports based on any combination. These features allow us to meet the reporting requirements of Sourcewell as well as individual Members.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	SHI accepts Credit Cards for purchases. Purchases up to \$50,000 will not incur any additional fees. A credit card transaction fee will be incurred for purchases over \$50,000.

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We propose a 4.5% discount off of SHI Advertised List Price for all products purchased under this contract and believe presenting one discount across all product categories makes this contract more straightforward and efficient. It is important to note that this proposed discount is a minimum one, and there are many instances in which we can – and will – provide a greater discount. Whenever possible, we pass discounts and savings to our customers. Sourcewell can access detailed pricing data via our online catalog found at https://www.publicsector.shidirect.com/ We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners; we establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. We are happy to provide more detailed information regarding service pricing upon request and have attached to this proposal a Sample Pricing Form, which includes reasonable estimates, for your review. We have attached a pricing document for your reference in the document upload section.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	SHI is offering 4.5% discount off of Advertised List for all products.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that we offer, there will be many opportunities for us to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All products will be considered contract purchases and therefore offered at a 4.5% discount.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract it would be hard to detail every item that will not come standard with a given purchase. However, some additional charges we do address are non-standard shipping options, detailed in question 59 and credit card fees detailed in question 53. In addition, installation, project management, training and additional set-up services would not be part of a standard cost unless a customer specifically requests these services.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	SHI is able to ship products via any method the customer desires. These include: Standard Delivery - product is delivered to a fixed delivery point (such as a warehouse). Often times, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. Inside Delivery - product is delivered to a location inside of a customer's building. SHI's logistics company is responsible for unloading the delivery vehicle. Loading dock may or may not be available. There is a fee associated with Inside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting. Deskside Delivery - SHI's logistics company delivers the product directly to the end users' desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with Deskside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting. Overnight and Second-Day Delivery - this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quote.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska, Hawaii, and Canada the perimeters set forth in answer 59 apply. For offshore delivery it will depend on the products and locations where it is being delivered.	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As detailed in response to answer 26 above, we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. We receive electronic feeds from these distributors as well as the top publishers/OEMs in the industry. Our strong affiliations allow us to source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.	*
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Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We take contract compliance very seriously, and to that end, we have a team within our Inside Sales Organization that is focused solely on this aspect of the business. Upon award, Denise convenes the ISO team to review the entire response and resulting contract. They create a document detailing all the specific facts regarding an SLA or a contractual obligation (reporting, pricing, and so on). After the document is complete, all supporting team members become trained around the contract. Once the contract is live, the compliance team conducts random quote audits to ensure that the contracted pricing is being honored. In addition, the team runs monthly reports to check all orders that have been placed. In the rare instance that an error is found, the customer is notified and the issue is immediately resolved. A team that is separate and distinct from our sales organization is responsible for reporting and submission of administration fees. We will capture the Sourcewell contract number upon order entry (this contract number is tied to the customer in our order entry system). When the usage report is due, our Sales Analyst team will pull all contract orders and send that data directly to Sourcewell. Once agreement is established, the Sales Analyst will request and send a check for the correct amount.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.

Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In our experience, there are a few key indicators of success for contracts of this type: 1) Overall sales revenue – the first, and most obvious, is simply the amount of sales that are being done through the contract. We look for these to grow each month. 2) Number of entities using the contract – we believe that in order to be viewed as a successful partner to Sourcewell we need to be adding net new buying entities to the contract. 3) Number of AEs who are using the contract – In addition to the number of public entities who use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our consortia contracts. 4) Customer Feedback – we rely on our customers to provide feedback with regards to doing business with SHI and believe this contract’s success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their jobs easier. When we lead with Sourcewell and educate Members on value, we expect we will get positive feedback.
66	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated or certified).	As a reseller SHI can only report the information given to us by the OEM or publisher community. We will work with Sourcewell and the publisher community to report as needed.

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	If requested, SHI can point customers to the OEM website or to the publishers directly to obtain this information.																																				
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	SHI has extensive experience administering and supporting consortia contracts quite similar to Sourcewell, and we are confident that our strategy to implement and manage multiple contracts is both reliable and robust. Most importantly, we have made the conscious decision to collaborate with only a few select Consortia partners in order to provide proactive, personalized support to those Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. Our strategy to implement and manage these few contracts is simple: we take great care to meet the needs of each participating entity, whether that be an individual agency, city, county, township, school district, or higher education institution. Account Teams will meet regularly to audit the contract and to discuss areas in which SHI offers, or can offer, additional services in support of Sourcewell Members. Furthermore, SHI's Account Executives regularly meet with Sourcewell Members to discuss their purchase history, Volume Licensing Agreements, and upcoming projects, and needs. We listen attentively and use our Customer Business Review process to articulate Members' purchasing history and to identify opportunities for consolidation or more efficient use of pricing agreements. As appropriate, we will also hire and train additional Account Executives to ensure suitable coverage for the success of all Sourcewell Members. Finally, SHI dedicates a team to oversee our marketing plan for Sourcewell to ensure maximum participation, providing for a smooth experience for the current contract users as well as entities who join the contract during the agreement term. Our strategy for success with multiple purchasing contracts is further comprised of these steps: • Account Executives for each State and Region establish relationships with Members and IT administrators within the organization and update our CRM to record that contact. Each member receives SHI contact information, website information, and contract guidelines. • SHI's Inside Sales Team members give Members a tour of our website (shi.com), where they can create quotes, purchase items, obtain order status, and generate reports of their purchases. • SHI's marketing team subscribes our new CRM contacts to SHI's monthly newsletter and other correspondence. • SHI participates in statewide and local vendor events. SHI Account Executives and publisher partners meet with all relevant Members and discuss SHI's support plan and our partners' solutions. • SHI works with each State to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments. Each facet of our approach converges to ensure that SHI meets (and then exceeds!) both the Scope of Work and Terms and Conditions for each Member. As an example of our successful strategy, Jennifer Jensen, a NASPO SVAR customer from the City of Scottsdale who has worked closely with us praised: "...working with SHI to procure our software and maintenance has been a great experience. Our Account Manager is very hands on and [our] inside sales team is fast and efficient. They are responsive to our requests, have answered tough licensing questions (they have product specialists besides the regional teams who can dive deeper into the product if need be), keep a record of our purchases and our maintenance renewal dates, and have made the quote/PO/invoice process smooth. They are quick to communicate that they have received our requests and provide updates as the information becomes available."																																				
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	SHI has the experience and vendor partnerships in place to bring value to Sourcewell members. As detailed within our proposal, all of the leading manufacturers have established SHI as an authorized partner. Furthermore, SHI has a very diverse partner ecosystem, supporting over 15,000 Publishers and Manufacturers today. Included below is a sampling of the reseller certifications levels for some of our larger partners. <table><tbody><tr><td>3M COMPANY</td><td>Authorized Partner</td></tr><tr><td>ACER</td><td>Authorized Partner</td></tr><tr><td>ADOBE SYSTEMS, INC</td><td>Platinum</td></tr><tr><td>ADTRAN</td><td>Authorized Partner</td></tr><tr><td>APC</td><td>Elite Business Network Partner</td></tr><tr><td>APPLE, INC.</td><td>Corporate Reseller</td></tr><tr><td>ARUBA NETWORKS, INC.</td><td>Platinum Partner</td></tr><tr><td>AVAYA COMMUNICATION</td><td>Emerald Reseller</td></tr><tr><td>AMAZON WEB SERVICES</td><td>Authorized Partner</td></tr><tr><td>BARRACUDA</td><td>DMR #2 Partner</td></tr><tr><td>BELKIN</td><td>VIP Level</td></tr><tr><td>BLACK BOX</td><td>Authorized Partner</td></tr><tr><td>BLUE COAT SYSTEMS, LLC</td><td>Authorized Partner</td></tr><tr><td>BMC SOFTWARE</td><td>Driver Level</td></tr><tr><td>BORLAND SOFTWARE COMPANY</td><td>Authorized Partner</td></tr><tr><td>BRENTHAVEN</td><td>Authorized Partner</td></tr><tr><td>BROCADE COMMUNICATION SYSTEMS (Ruckus)</td><td>Authorized Partner</td></tr><tr><td>CANOGA PERKINS</td><td>Authorized Partner</td></tr></tbody></table>	3M COMPANY	Authorized Partner	ACER	Authorized Partner	ADOBE SYSTEMS, INC	Platinum	ADTRAN	Authorized Partner	APC	Elite Business Network Partner	APPLE, INC.	Corporate Reseller	ARUBA NETWORKS, INC.	Platinum Partner	AVAYA COMMUNICATION	Emerald Reseller	AMAZON WEB SERVICES	Authorized Partner	BARRACUDA	DMR #2 Partner	BELKIN	VIP Level	BLACK BOX	Authorized Partner	BLUE COAT SYSTEMS, LLC	Authorized Partner	BMC SOFTWARE	Driver Level	BORLAND SOFTWARE COMPANY	Authorized Partner	BRENTHAVEN	Authorized Partner	BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner	CANOGA PERKINS	Authorized Partner
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BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner																																					
CANOGA PERKINS	Authorized Partner																																					

CANON U.S.A., INC.	Authorized Partner
CIENA (LOA 2/2/18)	Authorized Partner
CISCO SYSTEMS, INC.	Gold Partner
CITRIX	Gold Partner
CLEARCUBE	Authorized Partner
COBHAM	Authorized Partner
COMMSCOPE, INC.	Authorized Partner
COMMVAULT SYSTEMS, INC.	Platinum VelocityPlus Partner
COREL CORPORATION	Authorized Partner
CORNING	Authorized Partner
DATACOM	Authorized Partner
DELL (FIPA 12/15/17)	Titanium Black
EATON CORPORATION	Authorized Partner
EMC CORPORATION	Titanium Black
ENDACE TECHNOLOGY	Authorized Partner
ENTCO GOVERNMENT SW	Authorized Partner
F5 NETWORKS, INC	Gold Partner
FIREEYE, INC.	Authorized Partner
FORCEPOINT, LLC	Authorized Partner
FORTINET, INC.	Authorized Partner
FUJITSU	Authorized Partner
GENERAL DYNAMICS	Authorized Partner
GIGAMON, INC.	Authorized Partner
GUIDANCE SOFTWARE, INC.	Authorized Partner
HITACHI	Silver Level
HONEYWELL	Silver Level
HP COMPANY	Platinum
HP ENTERPRISE COMPANY	Platinum
IBM CORPORATION	Premier Business Partner
INFOCUS	Authorized Partner
JUNIPER NETWORKS, INC.	Elite Partner
KINGSTON TECHNOLOGY CORP	Authorized Partner
LENOVO	Client: Premier & DCG: Platinum
LEXMARK INTERNATIONAL, INC	Tier 1 - Diamond Edge
LG CORPORATION	Authorized Partner
LOGITECH INTERNATIONAL	Authorized Partner
MCAFEE, INC.	Platinum
MICROSOFT CORPORATION	Gold LSP
MOTOROLA	Authorized Partner
NCS	Authorized Partner
NEC	Authorized Partner
NETAPP, INC.	Corporate Reseller
NETGEAR	Platinum
NORTEL	Authorized Partner
NOVELL	Gold
NUTANIX, INC.	Tier 1 Premier
OKI DATA	Authorized Partner
ORACLE AMERICA, INC.	Global Platinum Partner
PALO ALTO NETWORKS	Platinum
PANASONIC CORPORATION	TP3 Reseller
PNY TECHNOLOGIES, INC.	Authorized Partner
POLYCOM, INC.	Platinum
QUANTUM CORPORATION	Premier
QUARK SOFTWARE, INC.	Authorized Partner
Red Hat	Advanced Business Partner
REDSEAL, INC.	Authorized Partner
RSA SECURITY, LLC	Titanium DMR Level
SAMSUNG	P4 Platinum
SEAGATE TECHNOLOGY	Authorized Partner
SHARP ELECTRONICS CORPORATION	Authorized Partner - Display Solutions
SOLARWINDS, INC.	Level 1 Tier 1
SONY	Gold
SPIRENT COMMUNICATIONS	Authorized Partner
SPLUNK, INC.	Premier
SYMANTEC CORPORATION	Platinum
TOSHIBA CORPORATION	Platinum Preferred
TREND MICRO, INC.	National Channel Partner
TRIPP LITE	Authorized Partner
VIEWSONIC CORPORATION	Authorized Partner
VISIONEER, INC.	Authorized Partner
VMWARE, INC.	Corporate Reseller - Premier Level
WESTERN DIGITAL	Authorized Partner
XEROX CORPORATION	Authorized Partner

In addition, SHI's Enterprise Solutions Group has over 150 people who hold 3000+ technical certifications for various products and solutions we offer. Included below is a sampling of some of our technical certifications.

- Adobe RSA - enVision (RSA - enVision 3.7)
- Adobe GIAC Certified Intrusion Analyst (GCIA)
- AGOEA TOGAF
- APC Technical Consultant for Data Center
- Apple Certified Technical Coordinator 10.7
- Apple MacOS X 10.7 Support Certification
- Check Point Certified Security Administrator
- Check Point Certified Security Administrator
- Check Point - Certified Instructor
- Check Point - Certified Security Expert+
- Cisco CCIE #23895 R&S
- Cisco advanced Wireless
- Cisco CCDA
- Cisco Certified Network Associate
- Cisco Data Center Storage Networking Design Specialist
- CCIE-19985 Routing & Switching
- Citrix - Netscaler Basic Operations and Admin
- Citrix Certified Administrator XenServer (v5.0) (CCA)
- Citrix Certified Administrator Xen Server
- Citrix Certified Administrator Xen Desktop
- CIW v5 ASSOCIATE
- Commvault ServiceAdvantage - Project Management Methodology Training
- CommVault Certified Services Associate Assessment - CVCSA
- CommVault Solution Architect Certification - CVSA
- CommVault® Technical Sales Professional Accreditation - CVTSP
- Compellent Storage Center
- CompTIA A+
- CompTIA Network+
- CompTIA Security+
- CompTIA A+
- CompTIA Server+
- DataCore DCIE
- Dell Blade Server Solutions - Technical
- Dell SC Series Storage Professional Certification Exam
- Dell Certified Professional - SC Series Storage
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Expert - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- EMC EMCTA
- EMC EMCPA
- EMC -PA
- EMC-Technology Architect
- EMC-Technology Architect
- Exin ITIL v2
- Exin ITIL v3
- HP Service Manager 9.x Software
- HP APP - HP Enterprise Solutions
- HP AIS - HP ProCurve Networking [2010]
- HP- AIS- Operations Manager Software v8 for Wins
- HP Operations Orchestration 9.x
- HPE ASE - Storage Solutions Architect V3
- HPE ATP - Storage Solutions V3
- HPE Master ASE - Storage Solutions Architect V3
- IBM Certified Deployment Professional Security SiteProtector System v2.0 SP 8.1
- IBM Certified Deployment Professional - Security Access Manager for Mobile
- ISC2 -- (CISSP) Certified Information Systems Security Professional
- ISC2 -- (ISSAP) Information Systems Security Architecture Professional
- ISC2 - (ISSEP) Information Systems Security Engineering Professional
- ISC2 -- (ISSMP) Information Systems Security Management Professional
- ITIL - V3 Foundations
- Exin - ITIL Foundations
- ITIL - Foundations
- LanDesk CLE
- LanDesk Certified LANDesk 9.0 Engineer
- LanDesk 8.8 Engineer
- McAfee Data Protection
- McAfee Network Security
- McAfee Risk & Compliance Management
- McAfee System Security
- Metastorm Provision
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Administrator on Windows 7
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Support Technician on Windows 7
- Microsoft Certified Technology Specialist (MCTS): Microsoft Exchange Server 2010, Configuration
- NetApp - Accredited Storage Architect
- Novell CNE
- Novell Certified Workload Management Administrator

		• Novell Systems & Resource Technical Specialist • Oracle VM Pre-Sales Assessment • Oracle Planning and Budgeting Cloud Service Specialist • Oracle Exadata Database Machine X2-2 and X2-8 Technology Support Specialist • Red Hat Certified Technician (RHCT) • RSA Certified System Engineer • RSA - Certified System Engineer - DLP • SANS.ORG GAWN - - GIAC Assessing and Auditing Wireless Networks (GAWN) • Secure Computing / McAfee Sidewinder v7 • Secure Computing / McAfee IronMail 6.5 • Security Horizon IAM - NSA INFOSEC Assessment Methodology • Security Horizon IEM- NSA INFOSEC Evaluation Methodology • SonicWall Certified SonicWALL Security Administrator • Splunk Sales engineer I • Symantec STS • Symantec Authorized Symantec Consultant • Symantec DLP 10.5 • Symantec Technical Specialist - Network Access Control • Symantec Data Loss Prevention STS 10.0 • Symantec Technical Specialist • VMware Certified Design Expert • VMware VCP 410 • VMware VCP 410 • VMware VTSP Business Continuity Technical Sales Accreditation 4 • VMware Infrastructure Virtualization Technical Post-Sales Accreditation: Capacity Planner Fundamentals • VMware Business Continuity Technical Post-Sales Accreditation: SRM 1 Implementation Fundamentals • VMware Desktop Virtualization Technical Sales Accreditation 4 • VMware VCP - VMware Certified Professional • Watchguard WCSP • Websense Hosted Security Should Sourcewell be interested in certain certifications that are not listed we are happy to confirm if we hold those additional certifications as well.
70	Summarize your current approach to serving Sourcewell members in each vertical (state and local government, education, and not-for-profit) and plans to grow utilization of your solutions in the event of a Sourcewell contract award.	Our initial approach to facilitate solutions for Sourcewell Members in each vertical includes putting our best people in place with a clear purpose and a tangible passion for success. Our team is empowered and has the autonomy to respond directly to Member requests. Additionally, we have ensured that SHI support teams, who work regionally and vertically, have the training and resources they need to provide Members with immediate, accurate, up-to-date information and the authority to take action when needed. Sourcewell and its Members will have the support of the entire SHI team starting from the top down. We will grow our solutions in unison with a growing Sourcewell Member base, keeping pace with the demands and expanding proactively and – always – using best practices. Denise Verdicchio, our Senior Director of Public Sector Sales has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and sustains her team in the public sector; she has executive authority to approve terms and to resolve issues, and she responds to inquiries within 8 business hours. Denise is dedicated to supporting the Sourcewell contract and ensuring its success. Denise leads the Public Sector team, who is prepared and eager to support Sourcewell members. Our Account Executives, who live work, and play in the communities they serve, are dedicated to each vertical and will support State and Local Government, Education, and not-for-profit customers across the US and Canada. This Public Sector sales force will actively promote the availability of Sourcewell to customers and prospects across the country. With the assistance of our Public Sector marketing team. Sourcewell members will benefit from SHI's laser focus to be the best, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us create solutions that are specific to the unique needs of State, Local, and Education customers across the country. Many of our customers have inquired about our relationship with Sourcewell; we are eager to contribute to your organization and are zealously confident that we are the ideal Sourcewell partner for this contract. We offer a fresh, new perspective to your Members and have worked tirelessly to improve as both a reseller and a total Solutions Provider. We bring integrity, purpose, and passion to Sourcewell and are grateful for your consideration.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - SHI Financials 2018-17.pdf - Tuesday August 13, 2019 17:28:09
- [Marketing Plan/Samples](#) - Sourcewell Marketing Plan Draft and Sample marketing piece.pdf - Tuesday August 13, 2019 17:29:37
- [WMBE/MBE/SBE or Related Certificates](#) - WBE Certificate_Exp_02-28-2020.pdf - Tuesday August 13, 2019 17:28:33
- Warranty Information (optional)
- [Pricing](#) - Sourcewell Pricing.pdf - Tuesday August 13, 2019 20:48:59
- Supplemental Pricing Documentation (if needed) (optional)
- Additional Document (optional)

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Aimee Ballenger, Public Program Manager

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

**AMENDMENT #1
TO
SOURCEWELL CONTRACT #081419-SHI**

This Amendment is by and between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Vendor).

Sourcewell awarded a contract for Technology Catalog Solutions to Vendor (#081429-SHI) effective November 12, 2019, until October 30, 2023, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Contract).

Vendor has requested to amended the Original Contract to expand the interpretation of the term "Vendor."

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree to amend the Original Contract as follows:

1. This Amendment is effective upon the date of the last signature below.

Remainder of page intentionally left blank.

2. As used within the Original Contract, any reference to “Vendor” will be interpreted to also include SHI Government Solutions, Inc.

Except as amended by this Amendment, the Original Contract remains in full force and effect.

Sourcewell

By: Jeremy Schwartz
AuthC...C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/13/2020 | 9:03 AM CDT

SHI International Corp.

By: Kristina Mann
AuthC...2A3B1E59B06C459...

Kristina Mann
Name – Printed

Title: Sr. Lead Contract Specialist

Date: 3/13/2020 | 8:56 AM CDT

Sourcewell–APPROVED:

By: Chad Coauette
AuthC...7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/13/2020 | 9:09 AM CDT



CONTRACT EXTENSION

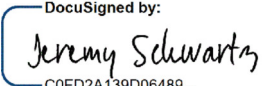
Contract Number: #081419-SHI

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp. (Vendor), 290 Davidson Avenue, Somerset, NJ 08873 have entered into Contract #081419-SHI for the procurement of Technology Catalog Solutions. The Contract has an expiration date of October 30, 2023, but the parties may extend the Contract by mutual consent.

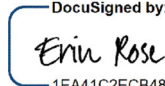
Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 30, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

SHI International Corp.

DocuSigned by:

 By: C0FD2A139D06489...

 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 11/17/2022 | 8:56 AM CST

DocuSigned by:

 By: 1EA41C2ECB48407...

 Erin Rose
 Title: Sr. Contracts Specialist
 Date: 11/17/2022 | 9:57 AM EST



CONSENT AGENDA ITEM NO. 8.D.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: Ward 6 and Ward 7

SUBJECT: Consideration and Action to Approve an Agreement with the Farnsworth Group, Inc., for the Engineering Design Services Associated with the Illinois Department of Transportation, US 51 Rehabilitation and Watermain Replacement Project, in an Amount Not to Exceed \$337,300, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Water Department is recommending the approval of an agreement with the Farnsworth Group, Inc. for the design services associated with the Illinois Department of Transportation ("IDOT"), US 51 Rehabilitation and Watermain Replacement Project, in amount not to exceed \$337,300.

IDOT is in the design phase of a three-phase rehabilitation of US 51 that runs through the City of Bloomington. IDOT's project will be starting in the upcoming 2025 construction season. The watermain replacement project is as followed:

1. Phase 1 Water Main Replacement includes approximately 9,350 linear feet of existing 6-inch to 20-inch water main along the Northbound and Southbound lanes of US 51 from Division Street to Olive Street. This work will include lead service line replacements (full replacement to 18-inches inside the homes or buildings) with new curb stops. Construction of Phase 1 Water Main Replacement is to be completed prior to the start of the upcoming 2025 IDOT US 51 Resurfacing project construction phase.
2. Phase 2 Water Main Replacement includes approximately 1,000 linear feet of existing 6-inch to 16-inch water main along the cross streets (Division Street, Seminary Avenue, and Empire Street) connecting the Northbound and Southbound lanes of US 51. This work will include lead service line replacements (full replacement to 18-inches inside the homes or buildings) with new curb stops.
3. Replacement of existing water main will be with minimum 8-inch or of similar size to the existing and include associated valves, fittings, fire hydrants, and other appurtenances along with additional fire hydrants as required to meet City standards for spacing.
4. In-place abandonment of old mains and appurtenances.
5. The Agreement will also include the associated pavement removal, excavation, backfill, compaction, surface restoration, pavement patching, and test in accordance with City Standards.

Through Request for Qualifications (RFQ) 2022-25 (Resolution 2022-13), the City Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2022-25 established ten categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than \$50,000, and large projects cost \$50,000 or more. City staff reviewed the nine selected firms under the Utility (Large) category, which is the key service for the project as described above, and determined Farnsworth Group, Inc. to be the most qualified firm to do the work that best meets the City's needs. Based on Farnsworth Group, Inc.'s selection under RFQ 2022-25 and their experience with the design of the Farnsworth Group, Inc. was asked to submit a proposal for scope and fees associated with the Illinois Department of Transportation, US 51 rehabilitation. Water Main Replacement Project. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

Farnsworth Group, Inc. proposed Scope of Services and Agreement fees are not to exceed \$337,300. For this specific project, as outlined above, Farnsworth Group, Inc. was deemed to be the most qualified and best fit for the work out of the pre-qualified engineering firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a Agreement with the Farnsworth Group, Inc., for the Engineering Design Services Associated with the Illinois Department of Transportation, US 51 Rehabilitation and Watermain Replacement Project, in an Amount Not to Exceed \$337,300. The engineering design services will be paid from the Water Transmission & Distribution-Architectural & Engineering Services for Capital account (50100120-70051). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 128, 226, 310, 321 and 322.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:

[WTR 1B Agreement](#)



PROJECT SERVICES AGREEMENT

US 51 Water Main Replacement

City of Bloomington

July 11, 2024

July 11, 2024

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

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

RE: Project Services Agreement for City of Bloomington – US 51 Water Main Replacement

Dear Mr. Andrews:

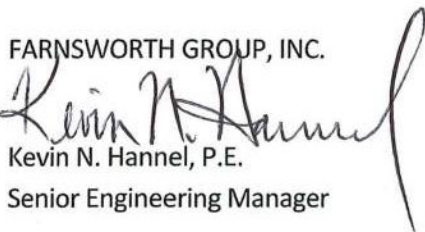
Farnsworth Group, Inc. ("Farnsworth Group") is pleased to present this Project Services Agreement ("Agreement") to the City of Bloomington ("Client") to provide engineering design services for the *US 51 Water Main Replacement* project located in Bloomington, IL. We have prepared this Agreement to match the scope of the work as we understand it, and identified as follows:

1. Phase 1 Water Main Replacement includes approximately 9,350 linear feet of existing 6-inch to 20-inch water main along the Northbound and Southbound lanes of US 51 from Division Street to Olive Street. This work will include lead service line replacements (full replacement to 18-inches inside the homes or buildings) with new curb stops. Construction of Phase 1 Water Main Replacement is to be completed prior to the start of the upcoming 2025 IDOT US 51 Resurfacing project construction phase.
2. Phase 2 Water Main Replacement includes approximately 1,000 linear feet of existing 6-inch to 16-inch water main along the cross streets (Division Street, Seminary Avenue, and Empire Street) connecting the Northbound and Southbound lanes of US 51. This work will include lead service line replacements (full replacement to 18-inches inside the homes or buildings) with new curb stops.
3. Phase 3 Water Main Replacement of approximately 1,800 linear feet of existing 10-inch to 12-inch parallel water mains along Main Street from Locust Street to Washington Street. This work will include lead service line replacements (full replacement to 18-inches inside the homes or buildings) with new curb stops.
4. Replacement of existing water main will be with minimum 8-inch or of similar size to the existing and include associated valves, fittings, fire hydrants, and other appurtenances along with additional fire hydrants as required to meet City standards for spacing.
5. In-place abandonment of old mains and appurtenances.
6. Associated pavement removal, excavation, backfilling, compaction, surface restoration, pavement patching, and testing in accordance with City Standards.

Please let me know if there are any questions regarding the scope as we've outlined above. The following pages provide more specific details regarding the scope of work, project approach, project team, etc. Please indicate your acceptance of this Agreement, including the attached Schedule of Charges and General Conditions, by signing and returning one copy for our records. We appreciate your consideration and look forward to working with you on this project.

Sincerely,

FARNSWORTH GROUP, INC.


Kevin N. Hannel, P.E.
Senior Engineering Manager

SCOPE OF PROFESSIONAL SERVICES /

SCOPE OF WORK

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

A. Design Engineering

1. Review CLIENT's existing data, maps, plans and other information pertaining to the PROJECT. CLIENT shall provide such information upon approval of this agreement.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners and GIS information from the City of Bloomington or McLean County. Farnsworth staff to determine locations of existing surface utility features from field observations as needed. It is assumed that the City will provide the existing topographic information from IDOT and from the City of Bloomington Streetscape project to Farnsworth Group for use to reduce Survey scope for this project. Traffic control to allow survey to obtain manhole and sewer invert data in the roadways is included in the scope and fee. Traffic control consists of the use of a crash truck to follow behind and protect the surveyors.
3. Complete an engineering JULIE utility location request for existing utility location information. FARNSWORTH GROUP shall incorporate utility information from CLIENT, JULIE provided utility maps, and field surface observations for incorporation into the project plans.
4. Develop utility coordination, engineering plans, specifications, and construction cost opinions for the project. Engineering plans shall be at a 1-inch to 20-foot scale and include both a plan and profile of the proposed improvements along with necessary notes and details sheets.
5. Coordination with the City on lead service lines and appurtenances to be replaced to determine quantities and preparation of a bid item list.
6. Prepare permit applications/environmental clearances and submit documents for the following entities:
 - A. Illinois Environmental Protection Agency (IEPA) for Construction Permit.
 - B. Environmental clearances for Illinois Department of Natural Resources (IDNR) and Illinois Historic Preservation Agency (IHPA).
 - C. Illinois Department of Transportation (IDOT) Utility Permit
7. Prepare bidding and construction documents for CLIENT's use in bid letting.
8. Assist CLIENT with questions from prospective bidder's during the CLIENT's bid letting and issue addenda as appropriate to clarify, correct, or change the bidding documents.
9. Conduct four (4) CLIENT coordination meetings. The first meeting is planned to be an initial project coordination meeting to define and clarify CLIENT's requirements, obtain available data and information, and discuss alternatives and evaluation with City staff. The second meeting is planned to review 30% project documents to review and determine the preliminary water main routing. The third meeting is planned to review 75% project documents with City staff. The fourth meeting is available at the direction of the CLIENT.

DELIVERABLES

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

- A. 30% submittal documents of preliminary design plan drawings to be submitted to CLIENT in Adobe PDF format for alignment review.
- B. 75% submittal documents of preliminary design plan drawings, bidding documents and specifications, and cost opinion to be submitted to CLIENT in Adobe PDF format.
- C. Final submittal of professionally sealed design plan drawings, bidding documents and specifications, IEPA and IDOT permit applications, and cost opinion to be submitted to CLIENT in Adobe PDF format.

PROFESSIONAL FEES /

Farnsworth Group proposes to provide the described services for a combination of Fixed Fee and Time & Materials (T&M) Fee as described below for the separate phases of work. The combined total for the anticipated fees is \$337,300 (**Three Hundred Thirty Seven Thousand Three Hundred dollars**). Additional details regarding payment terms and related policies are included in the attached General Conditions.

Design Phase Services:

- The design phase services are shown split out based on the 3 phases of the work described above for a Fixed Fee, including normal reimbursable expenses.
- Phase 1 Water Main Replacements – 9,350 LF along North & Southbound US 51
 - Design Engineering = \$283,100 (Lump Sum)
- Phase 2 Water Main Replacements – 1,000 LF along Division Street, Seminary Avenue, and Empire Street between North & Southbound US 51
 - Design Engineering = \$44,200 (Lump Sum)

Bidding Coordination Services:

- The bidding services are assumed to be bidding all 3 phases of work above at one time for Time & Materials (T&M) fee, based on an hourly basis per the attached Schedule of Charges, plus normal reimbursable expenses.
- Bidding Coordination Services = \$10,000 (Time & Materials)

If the cost of the project increases significantly after the contract is executed, the fee may be adjusted at that time.

PROJECT TIMELINE /

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

- | | |
|--------------------------------------|-------------------|
| • Project Award | July 15, 2024 |
| • Design Kick-off Meeting | July 22, 2024 |
| • 75% Design Review | January 31, 2025 |
| • IEPA Construction Permit Submittal | February 21, 2025 |
| • Advertise for Bids | March 10, 2025 |
| • Contractor Bids Due | April 7, 2025 |
| • Notice to Proceed | April 21, 2025 |
| • Construction Start | May 5, 2025 |

- Substantial Completion October 17, 2025
- Final Completion October 31, 2025

ADDITIONAL SERVICES /

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

- Multiple revisions and changes of scope both during and after each phase of service.
- Preparation of plans or specifications not specifically defined by this agreement.
- Construction Staking.
- Construction administration and observation services.

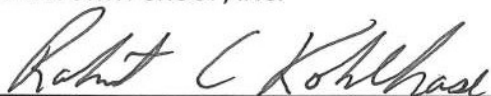
CLIENT RESPONSIBILITIES /

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

- Summary of active projects in nearby area that could impact this project's scope of work
- Provide any available drawings of existing surveys, site plan, base drawings, mapping, and exhibits.
- Interior inspection of any homes to document the location and specifics of any lead service lines and appurtenances to be replaced to 18-inches inside the homes.
- All required notifications that originate with the Client (signs, public announcements, etc).

AGREEMENT /

FARNSWORTH GROUP, INC.



Signature

Robert C. Kohlhasse

Typed Name

Principal

Title

July 11, 2024

Date

CITY OF BLOOMINGTON, IL

Signature

Ed Andrews, P.E.

Typed Name

Water Department Director

Title

Date

FARNSWORTH GROUP, INC.



Signature

Kevin N. Hannel, P.E.

Typed Name

Senior Engineering Manager

Title

July 11, 2024

Date



Schedule of Charges – January 1, 2024

Engineering / Surveying / Commissioning Professional Staff	Per Hour
Administrative Support / Project Controls	\$ 100.00
Environmental Scientist I	\$ 110.00
Environmental Scientist II	\$ 120.00
Engineering Associate I / Cx Specialist I / Env. Scientist III	\$ 145.00
Engineering Associate II / Cx Specialist II / Env. Scientist IV	\$ 155.00
Engineer / Land Surveyor / Sr. Cx Specialist / Sr. Env. Scientist	\$ 165.00
Sr. Engineer / Sr. Land Surveyor / Cx Project Manager / Sr. Env. Scientist III.....	\$ 175.00
Project Engineer / Project Land Surveyor / Sr. Cx Project Manager / Env. Manager I	\$ 185.00
Sr. Project Engineer / Sr. Project Land Surveyor / Cx Manager / Process Project Engineer/ Env. Manager II	\$ 205.00
Engineering Manager / Land Surveying Manager / Sr. Cx Manager.....	\$ 230.00
Sr. Engineering Manager / Sr. Land Surveying Manager / Sr. Cx Director.....	\$ 250.00
Principal / Vice President.....	\$ 265.00

Technical Staff	Per Hour
Technician I / Env. Specialist I	\$ 102.00
Technician II / Env. Specialist II	\$ 125.00
Sr. Technician / Cx Technician / Env. Specialist III	\$ 135.00
Chief Technician / Env. Specialist IV	\$ 155.00
Designer / Computer Specialist / Lead Technician / Process Designer I	\$ 165.00
Sr. Designer / Process Designer II	\$ 170.00
Project Designer / Project Technician / Process Designer III	\$ 185.00
Sr. Project Designer / Systems Integration Manager / Sr. Process Designer I / Sr. Project Technician	\$ 205.00
Design Manager / Grants Manager / Program Manager	\$ 210.00
Technical Manager / Program Director.....	\$ 220.00
Sr. Process Designer II	\$ 230.00
Sr. Process Designer III / Process Design Manager	\$ 235.00
Sr. Technical Manager/ Sr. Program Director	\$ 245.00
Sr. Process Design Manager	\$ 255.00

Architecture / Landscape Architecture / Interior Design Professional Staff	Per Hour
Architectural Associate I / Landscape Associate I / Interiors Associate I	\$ 130.00
Architectural Associate II / Landscape Associate II, Interiors Associate II / Interior Designer	\$ 140.00
Architect / Architectural Associate III / Landscape Associate III / Interior Associate III.....	\$ 155.00
Project Coordinator / Urban Planner I / Sr. Interior Designer	\$ 155.00
Sr. Architect / Sr. Project Coordinator/ Urban Planner II / Interior Design Manager	\$ 165.00
Project Architect / Project Manager.....	\$ 180.00
Sr. Project Architect / Sr. Project Manager / Sr. Urban Planner.....	\$ 195.00
Architectural Manager / Sr. Urban Planner Manager.....	\$ 210.00
Sr. Architectural Manager / Sr. Urban and Community Planner.....	\$ 225.00
Architecture Principal / Vice President.....	\$ 265.00

Units	
Expert Testimony.....	2.0x bill rate
Software/CAD/Revit Station.....	\$15.00 / hr.

Schedule of Charges – January 1, 2024

ATV & Trailer	\$17.50 / hr.
Field Vehicle	\$27.00 / hr.
Automobile mileage	IRS Rate
Handheld GPS	\$15.00 / hr.
GPS Unit (each)	\$25.00 / hr.
Environmental GPS Data Collector	\$80.00 / day
Utility Locator / Robotic Total Station	\$29.00 / hr.
Stationary Scanner (low res) High-Def Scanner / UAV	\$315 / day \$525 / day
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints / copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2025 UNLESS OTHERWISE NOTIFIED

ENGINEER | ARCHITECTS | SURVEYORS | PLANNERS



**CITY OF BLOOMINGTON AGREED
GENERAL CONDITIONS REVISED AS OF APRIL 2023**

Date: July 11, 2024
Client: City of Bloomington, Illinois
Project: US 51 Water Main Replacement

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

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

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

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

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

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Farnsworth Group understands that Client is tax exempt, and as such shall not be responsible for the payment of any tax or surcharge imposed by the government or passed through by Farnsworth Group, and that proof of such exemption shall be provided upon receipt. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within forty-five (45) days from date of invoice. Amounts outstanding more than forty-five (45) days will accrue interest at the rate of 1.5% per month

(compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

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

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

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

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

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

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

If to Farnsworth Group:
Farnsworth Group, Inc.
Attn: Robert C. Kohlhasse
2709 McGraw Drive
Bloomington, IL 61704
E-mail: rkohlhasse@F-W.com

With a copy (which will not constitute notice) to:
Farnsworth Group, Inc.
Attn: Ryan Perras
5613 DTC Parkway, Suite 1100
Greenwood Village, CO 80111
E-mail: rperras@F-W.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Electronic Files Transfer.

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

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

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

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

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

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

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

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

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

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

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

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's

and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such reasonable measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

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

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

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

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

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

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

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

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

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

causes of action or proceedings of any kind.

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

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

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

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

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

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

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



CONSENT AGENDA ITEM NO. 8.E.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving a Three-Year Agreement with Info-Tech Research Group for Information Technology Research and Advisory Services Renewal, in the Amount of \$60,009.19, as requested by the Information Technology Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Staff are requesting approval for the continuation of the advice and research services and consulting-related expertise from Info-Tech Research Group ("Info-Tech") to support our information technology services. The purchase will be made utilizing the Federal GSA Joint Purchasing cooperative (Contract GS - 35F-298GA, exp. 3/16/2027) which will be used for three terms: July 2024 - July 2025; July 2025 - July 2026, and July 2026 - July 2027.

The Information Technology ("IT") Department has seen tangible benefits in our existing subscription service and seeks continued support from Info-Tech in building out the additional areas identified in the IT Strategic Plan. Rapidly evolving technologies and strategies make it impractical to possess comprehensive in-house expertise and information required for strategic planning and management decisions. These services will allow us to leverage their knowledge in those critical decision areas.

The City seeks readily available and specialized research via various deployment media, describing currently used, developing, and emerging trends in technology. Trend information is a critical business need as the City determines its current and future technology-related capability requirements. The City is also in need of expedited responses when critical technical issues arise, which require timely resolution.

Info-Tech is a full-service professional IT research, advisory, and professional services firm that utilizes its independence, quality of thought, quantitative data, and experience to form its opinions. Info-Tech services include technology-based business research, reporting, best-practice methodologies, benchmarking, and market analysis research. Info-Tech has no direct or indirect affiliation with any hardware or software provider and does not sell technology products.

With this subscription, the IT Department will continue to receive:

- Analyst advisory services that include both written and verbal consultations

- Assistance with vendor and technology sourcing support and selection decisions
- Support critical IT projects and implementations
- Help with organizational planning and strategy
- Provide benchmarking reports that include business alignment assessments
- Build business cases for crucial IT investments

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a Three-Year Agreement with Info-Tech Research Group for Information Technology Research and Advisory Services Renewal, in the Amount of \$60,009.19. The breakout by year is as follows: FY 2025 - \$23,833.75, FY 2026 - \$18,087.72, and FY 2027 - \$18,087.72. The FY 2025 amount of \$23,833.75 is included in the Information Technology - Other Professional and Technical Service account (10011610-70220). FY 2026 & FY 2027 amounts will be included in future year budgets by Information Technology. Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 164.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Megan Horath, Administrative Assistant

ATTACHMENTS:

[IT 2B Quote](#)

[IT 2C GSA Contract](#)

City of Bloomington, IL

Service Proposal



Jess Bell
Associate Member Services Director
jbell@infotech.com
1-888-670-8889 ext.3138
June 25, 2024

Hi Craig,

On behalf of our entire team at Info-Tech Research Group, I am pleased to present this proposal for IT Research and Advisory services to you and your IT department at City of Bloomington, IL.

Info-Tech's IT Research and Advisory membership provides you with access to our powerful diagnostic tools and key research to help you systematically improve your IT department's performance.

To help you maximize the impact of your membership, we also provide an unmatched level of member service.

I welcome the opportunity to work with you and your IT executives at City of Bloomington, IL. Should you have questions at any time, please contact me directly at your convenience.

Sincerely,

Jess Bell
Associate Member Services Director
jbell@infotech.com
1-888-670-8889 ext.3138

Info-Tech Research Group

3960 Howard Hughes Parkway
Suite 500, Las Vegas, NV, USA
89169

infotech.com

Proposal prepared for:

Craig McBeath

City of Bloomington, IL
109 E Olive St, Bloomington, Illinois,
United States 61701-5217

SERVICE AGREEMENT WITH INFO-TECH RESEARCH GROUP

Service Start Date: July 8, 2024 || Contract Length: 3-year
Contact: Craig McBeath

City of Bloomington, IL

Product	Description	Quantity	Subtotal	Discount	Total
Cybersecurity Workforce Development - Analysts	Full Program Access across 12 lectures over 6 months, Technical and Operational Learning Path	1.00	\$9,093.20	\$0.00	\$9,093.20
Small Enterprise Advisory Membership	Unlimited analyst calls, full diagnostic access, 1 combined Contract Review / Price Benchmarking and Negotiation Engagement, 1 software selection engagement	1.00	\$19,242.26	\$4,501.71	\$14,740.55
Reference Membership	Access to core research content - project blueprints, Info-Tech Academy, software selection content, tools and templates library	4.00	\$0.00	\$0.00	\$0.00
Total Discounts:					\$4,501.71
Total:					\$23,833.75

All items stated on this document are in USD and is subject to applicable taxes.

Federal Supply Service Authorized Federal Supply Schedule Price List (GSA) - GS-35F-298GA
Payment Terms: Prompt payment terms 0%, Net 30 days

Unless otherwise stated, consulting and workshop engagements do not include travel and expenses, which will be charged in addition to the fees listed. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit 1-year after purchase. Please work with your member services representative to select and schedule workshops prior to expiration.

Subject to applicable taxes. If your company is tax exempt, please provide a valid tax exemption certificate with the signed proposal. This Service Agreement is subject to the terms of the Federal Supply Schedule for Info-Tech, available online, including s 552.238-114 (Use of Federal Supply Schedule Contracts by Non-Federal Entities) of the GS-35F-298GA Contract Clause

Unless agreed to in writing, any customer terms, including purchase order terms and conditions, are of no force or effect. By signing this Service Agreement, you agree to pay the fees set out herein annually for the term indicated.

This proposal has a definite expiry date of July 8, 2024.

Please return this signed Service Agreement to Info-Tech by DocuSign, email jbelle@infotech.com or fax (1-519-432-2506). Please include PO if required. Thank you for your business!

The signature below affirms your commitment to pay for the services ordered in accordance with the terms of this Service Agreement and the GSA Approved Terms of Use.

If you are tax exempt, please provide tax exemption certificate.

Term Number	Invoice Date	Invoice Amount	Term Start Date	Term End Date	Notes
1	June 14, 2024	\$23,833.75	June 14, 2024	June 14, 2025	Grandfathering leadership development credits from team seats on previous contract
2	April 15, 2025	\$18,087.72	June 14, 2025	June 14, 2026	Includes multi-year discount for new contract extension
3	April 15, 2026	\$18,087.72	June 14, 2026	June 14, 2027	Includes multi-year discount for new contract extension

Name _____ Signature _____

Title _____ Date _____



U.S. General Services
Administration

Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAvantage.gov.

SCHEDULE	Multiple Award Schedule (MAS)
LARGE CATEGORY	Information Technology
SUBCATEGORY	IT Services, IT Software
SPECIAL ITEM NUMBER (SIN)	511210 Software Licenses 54151S Information Technology Professional Services OLM Order Level Materials
FCS/PSC CODE	DA01 IT and Telecom - Business Application/Application Development Support Services (Labor) 7A21 IT and Telecom - Business Application Software (Perpetual License Software)
CONTRACT NUMBER	GS-35F-298GA
PERIOD COVERED BY CONTRACT	March 17, 2017 to March 16, 2027

Pricelist current through Modification PO-0046 December 15, 2022

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.



Info-Tech Research Group Inc.

3960 Howard Hughes Parkway, Suite 500, Las Vegas, Nevada 89169 | 1-888-670-8889, 702-446-3782 (Fax) | www.infotech.com

Business size: Large Business



CONSENT AGENDA ITEM NO. 8.F.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing the City of Bloomington's Participation in Certain Settlement Agreement Programs Arising from the National Opioid Crisis Class Action Lawsuit, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: A class action lawsuit was filed against numerous opioid manufacturers and distributors, which has been consolidated nationally before the United States District Court for the Northern District of Ohio under Case # 1:17-md-2804 (DAP).

The Council has previously authorized the City's participation in other settlement agreements arising out of this Multi-District Litigation (MDL) against various opioid manufacturers and distributors. An additional settlement agreement has been reached with Kroger Co., also a Defendant in the same MDL. This new agreement requires Kroger Co. to pay over a billion dollars of which approximately \$1.2 billion will be paid to participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

Similar to the prior settlement(s), the terms of this settlement provide that the State of Illinois and its participating subdivisions will receive a portion of the settlement, the amount of which shall be determined based on the entities that opt-in to participate. Although the City is not a litigating entity involved in this litigation it may opt-in and receive the benefits of the Settlement in exchange for releasing its claims against the Kroger Co.

The deadline to participate in this settlement is August 12, 2024, and upon doing so the City will be entitled to receive funds from the Settlement, which can be used to treat opioid use disorder and for other authorized purposes.

The City wishes to agree to the material terms of the proposed Settlement and seeks authority from the Council to execute all necessary documents and participate in this and any future similar settlement agreements that may arise out of this opioid litigation involving various other defendants.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Participation in the settlement is expected to lead to some recovery,

although the amount of the recovery is undetermined at this time. There is no direct cost to the City to participate as the fees and costs are covered by the settlement agreement.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Chris Spanos, Corporation Counsel

ATTACHMENTS:

[LGL 1B Resolution](#)

[LGL 1C Resolution Exhibit A](#)

RESOLUTION NO. 2024 - ____

**A RESOLUTION AUTHORIZING THE CITY OF BLOOMINGTON'S PARTICIPATION IN
CERTAIN SETTLEMENT AGREEMENT PROGRAMS ARISING FROM THE NATIONAL
OPIOID CRISIS CLASS ACTION LAWSUIT**

WHEREAS, the City of Bloomington, Illinois ("City"), is a home rule unit of government under the laws of the State of Illinois; and

WHEREAS, the Bloomington City Council previously authorized the City's participation in certain settlement agreements arising out of Multi-District Litigation (MDL) against various opioid manufacturers and distributors, the matters having been consolidated nationally in the United States District Court for the Northern District of Ohio under Case # 1:17-md-2804 (DAP); and

WHEREAS, an additional settlement agreement has been reached with Kroger Co., also a Defendant in the same MDL, that agreement requires Kroger Co. to pay over a billion dollars of which approximately \$1.2 billion will be paid to participating states and subdivisions to remediate and abate the impacts of the opioid crisis; and

WHEREAS, similar to the prior settlement(s), the terms of this settlement provide that the State of Illinois and its participating subdivisions will receive a portion of the settlement, the amount of which shall be determined based on the entities that opt-in to participate; and

WHEREAS, although the City is not a litigating entity involved in this litigation it may opt-in and receive the benefits of the Settlement in exchange for releasing its claims against the Kroger Co.; and

WHEREAS, the deadline to participate in this settlement is August 12, 2024, and upon doing so the City will be entitled to receive funds from the Settlement, which can be used to treat opioid use disorder and for other authorized purposes; and

WHEREAS, the City wishes to agree to the material terms of the proposed Settlement, and seeks authority from the Council to execute all necessary documents and participate in this and any future similar settlement agreements that may arise out of this opioid litigation involving various other defendants.

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

SECTION 1. The above stated recitals are incorporated herein by reference.

SECTION 2. The City Manager and/or Corporation Counsel are hereby authorized and directed to enter and execute the Settlement Participant Forms (attached hereto as Group Exhibit A and all other documents necessary to effectuate the City's participation in the Kroger Co. settlement as well as any similar Settlement Participant Forms and related documents required to participate in any other settlement that may arise out of this opioid litigation.

SECTION 3. Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts

thereof, other than the part so declared to be invalid.

SECTION 4. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 22nd day of July 2024.

APPROVED this ____ day of July 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie-Smith Yocum, City Clerk

EXHIBIT A

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



CONSENT AGENDA ITEM NO. 8.G.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Authorizing a Construction Agreement with Rowe Construction - A Division of United Contractors Midwest for the Fiscal Year 2025 General Resurfacing Program, in the Amount of \$6,841,961.14, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: If approved, the City will enter into an agreement with Rowe Construction, A Division of United Contractors Midwest ("UCM"), for the Fiscal Year ("FY") 2025 General Resurfacing Program. The agreement is designed to provide for street resurfacing throughout the City.

Council approved Resolution No. 2024-028 on May 28, 2024, waiving the technical bidding requirements for streets identified for the FY 2025 Resurfacing Program and authorizing direct negotiations with UCM. The resolution, map, and corresponding agreement are attached. Contingency is included in the proposal and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

The FY 2025 General Resurfacing package included a Base Bid and Additive Alternatives 1 and 2. The Additive Alternatives included additional streets not included in the Base Bid, which were included in case the City received favorable pricing. Having received favorable pricing staff recommends approving an agreement that includes the Base Bid and Additive Alternative 1.

Public Works has staff that performs minor maintenance to streets and alleys, including pothole repair and minor patches. Major street work is handled by contractors working for the City, which includes resurfacing streets. Resurfacing a street typically includes removal of the existing pavement surface, spot repairs, and adjusting manholes and other utilities in the street along with the installation of the new Hot Mix Asphalt surface.

Information about the City of Bloomington streets is maintained in a Geographic Information

System ("GIS") by the Engineering Division of the Department of Operations & Engineering Services. The condition rating, along with other information, is used to help determine which streets will be resurfaced each year. In addition, www.bloomingtonstreets.com includes information about street and sidewalk maintenance, including a complete list and map of planned resurfacing projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a Construction Agreement with Rowe Construction - A Division of United Contractors Midwest for the Fiscal Year 2025 General Resurfacing Program, in the Amount of \$6,841,961.14. This will be paid from the Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement account (40120200-72530). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 83, 85, 225, 300, 301 and 302.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), 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); 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 to the state and interstate highway system), Objective TAQ-1.2 (Data-driven transportation infrastructure policy and management), and Objective TAQ-1.4 (Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network)

Respectfully submitted for consideration.

Prepared by: Bob Yehl, Assistant City Engineer

ATTACHMENTS:

[DOES 1B Ordinance](#)

[DOES 1C Agreement](#)

[DOES 1D Map](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH ROWE CONSTRUCTION – A DIVISION OF UNITED CONTRACTORS MIDWEST (UCM) FOR THE FISCAL YEAR 2025 GENERAL RESURFACING PROGRAM, IN THE AMOUNT OF \$6,841,961.14

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, subject to the provisions of the City Code, City staff is recommending an Agreement with Rowe Construction - A Division of United Contractors Midwest, be approved for the Fiscal Year ("FY") 2025 General Resurfacing Program, in the amount of \$6,841,961.14; and

WHEREAS, the Project consists of work necessary for the removal of existing pavement surfaces and the placement of asphalt overlay at various locations as shown on the plans, work that includes adjustments of manholes and valve boxes, other appurtenances as required, and a contingency line item; and

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

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

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

SECTION 2. The Agreement is approved and the City Manager, or designee, are authorized to execute the Agreement, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work utilizing the contingency amount set forth in the Agreement and within the Agreement amount, to the extent the City Manager finds such to be in the best interests of the City.

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

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

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 22nd day of July 2024.

APPROVED this ____ day of July 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
Rowe Construction, A Division of United Contractors Midwest, Inc.

FOR
FY 2025 General Resurfacing

THIS AGREEMENT, dated this ____ day of _____ July _____, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Rowe Construction, A Division of _____ (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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



This Agreement was not subject to a formal solicitation process by the CITY.



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

_____ (hereinafter "REQUEST").
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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



This Agreement does not require the furnishment of any bonds by the VENDOR.



This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

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

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

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

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

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

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

☐

This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

☒

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

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

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

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

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

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

If to VENDOR:

Rowe Construction
Attn: Al Ruhrup
1523 N. Cottage Ave
Bloomington, IL 61701
al.ruhtrup@ucm.biz

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

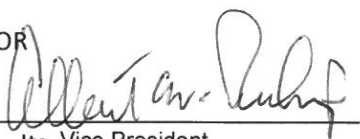
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its Vice President

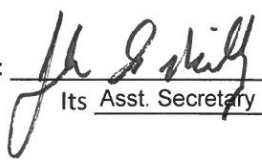
By: 
Its Asst. Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The description of services/work provided is defined in:

The proposal package, including revisions, for Fiscal Year 2025 General Resurfacing.

Generally, this work consists of the removal of existing pavement surfaces and the placement of asphalt overlay at various locations as shown on the plans. Incidental work includes pavement patching, manhole and valve box adjustments, sidewalk ramps, widening, shoulders, pavement markings, and other appurtenances as required.

VENDOR will adhere to all scheduling requirements as set forth in the 06/03/2024 Special Provisions document, including revisions dated 06/04/2024 and 06/07/2024, which shall be incorporated into this Agreement.

**EXHIBIT B
PAYMENT TERMS**

FY 2025 General Resurfacing - Base Bid

July 3, 2024

ITEM NO.	ITEM	UNITS	PLAN QTY	UNIT PRICE	AMOUNT
35100500	AGGREGATE BASE COURSE, TYPE A, 6"	SY	5787	\$26.47	\$153,181.89
40600295	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	LB	71250	\$2.75	\$195,937.50
40600370	LONGITUDINAL JOINT SEALANT	FT	55185	\$3.00	\$165,555.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	460	\$17.25	\$7,935.00
40600985	PORTLAND CEMENT CONCRETE SURFACE REMOVAL - BUTT JOINT	SY	560	\$18.97	\$10,623.20
40600990	TEMPORARY RAMP	FT	503	\$15.81	\$7,952.43
40602978	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	2615	\$149.46	\$390,837.90
40603153	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, N80	TON	7485	\$164.50	\$1,231,282.50
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	2160	\$138.21	\$298,533.60
40800050	INCIDENTAL HOT MIX ASPHALT SURFACING	TON	25	\$270.52	\$6,763.00
42300200	PCC DRIVEWAY PAVEMENT, 6"	SY	25	\$85.94	\$2,148.50
42400300	PCC SIDEWALK, 6"	SF	207	\$10.85	\$2,245.95
42400800	DETECTABLE WARNINGS	SF	100	\$40.50	\$4,050.00
44000100	PAVEMENT REMOVAL	SY	5787	\$22.99	\$133,043.13
44000155	HOT-MIX ASPHALT SURFACE REMOVAL 1 1/2"	SY	12398	\$5.46	\$67,695.60
44000159	HOT-MIX ASPHALT SURFACE REMOVAL 2 1/2"	SY	16050	\$6.17	\$99,028.50
44000600	SIDEWALK REMOVAL	SF	1818	\$6.96	\$12,653.28
44200050	WELDED WIRE REINFORCEMENT	SY	771	\$9.17	\$7,070.07
44200923	CLASS B PATCHES, TYPE II 7 INCH	SY	15	\$300.98	\$4,514.70
44200925	CLASS B PATCHES, TYPE III 7 INCH	SY	65	\$276.30	\$17,959.50
44200927	CLASS B PATCHES, TYPE IV 7 INCH	SY	710	\$281.49	\$199,857.90
44201297	DOWEL BARS 1"	EA	472	\$33.48	\$15,802.56
44213200	SAW CUTS	FT	1746	\$3.85	\$6,722.10
44213204	TIE BARS 3/4"	EA	284	\$22.58	\$6,412.72
60108100	PIPE UNDERDRAINS, 4", (SPECIAL)	FT	100	\$92.81	\$9,281.00
60108104	PIPE UNDERDRAINS, TYPE 2, 4"	FT	1250	\$26.52	\$33,150.00
64200108	SHOULDER RUMBLE STRIPS, 8 INCH	FT	10750	\$0.61	\$6,557.50
70300100	SHORT TERM PAVEMENT MARKING, 4 INCH	FT	12152	\$0.97	\$11,787.44
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	FT	6086	\$0.22	\$1,338.92
78000400	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	FT	64115	\$1.34	\$85,914.10
78000600	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	FT	902	\$2.70	\$2,435.40
78000650	THERMOPLASTIC PAVEMENT MARKING LINE, 24"	FT	383	\$5.78	\$2,213.74
78001100	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	SF	910	\$5.50	\$5,005.00
BLM00002	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	SF	231	\$15.91	\$3,675.21
COB20200	EARTH EXCAVATION, SPECIAL	SF	20	\$9.32	\$186.40
COB28000	STABILIZED SHOULDER, SPECIAL	SF	2250	\$8.78	\$19,755.00
COB40600	SAND MIX, N50, IL-4.75	TON	4025	\$167.60	\$674,590.00
COB42401	PCC SIDEWALK RAMP, 6", SPECIAL	SF	1580	\$19.93	\$31,489.40
COB44206	PAVEMENT PATCHING, 6", SPECIAL	SY	883	\$139.71	\$123,363.93
COB60200	MANHOLE TO BE ADJUSTED, SPECIAL	EA	51	\$1,982.05	\$101,084.55
COB60202	INLET TO BE ADJUSTED, SPECIAL	EA	16	\$2,012.17	\$32,194.72
COB60203	INLET TO BE RECONSTRUCTED, SPECIAL	EA	4	\$3,669.42	\$14,677.68
COB60206	NEW FRAME AND CLOSED LID (FOR VALVE BOX)	EA	1	\$813.72	\$813.72
COB60207	VALVE BOX TO BE ADJUSTED, SPECIAL	EA	62	\$1,027.05	\$63,677.10
COB60211	STORM SEWER, SPECIAL	FT	20	\$130.25	\$2,605.00
COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	FT	546	\$39.48	\$21,556.08
COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	FT	546	\$65.17	\$35,582.82
COB60605	BARRIER YARD CURB, SPECIAL	SF	20	\$109.82	\$2,196.40
COB60610	CUL-DE-SAC ISLAND (SPECIAL)	LS	1.00	\$27,750.07	\$27,750.07
X3580010	PREPARATION OF BASE	SY	1500	\$14.28	\$21,420.00
X4406820	PORTLAND CEMENT CONCRETE SURFACE REMOVAL, 2 1/2"	SY	71821	\$7.25	\$520,702.25
Z0038119	PORTLAND CEMENT CONCRETE SURFACE REMOVAL, 1 1/2"	SY	7610	\$5.75	\$43,757.50
Z0048665	RAILROAD PROTECTIVE LIABILITY INSURANCE	LS	1.00	\$15,000.00	\$15,000.00
COB70100	TRAFFIC CONTROL COMPLETE	LS	0.72	\$275,000.00	\$198,000.00
COB10900	CONTINGENCY	LS	\$450,000.00	NA	\$450,000.00
				BID BASE TOTAL:	\$5,609,567.46

EXHIBIT B PAYMENT TERMS

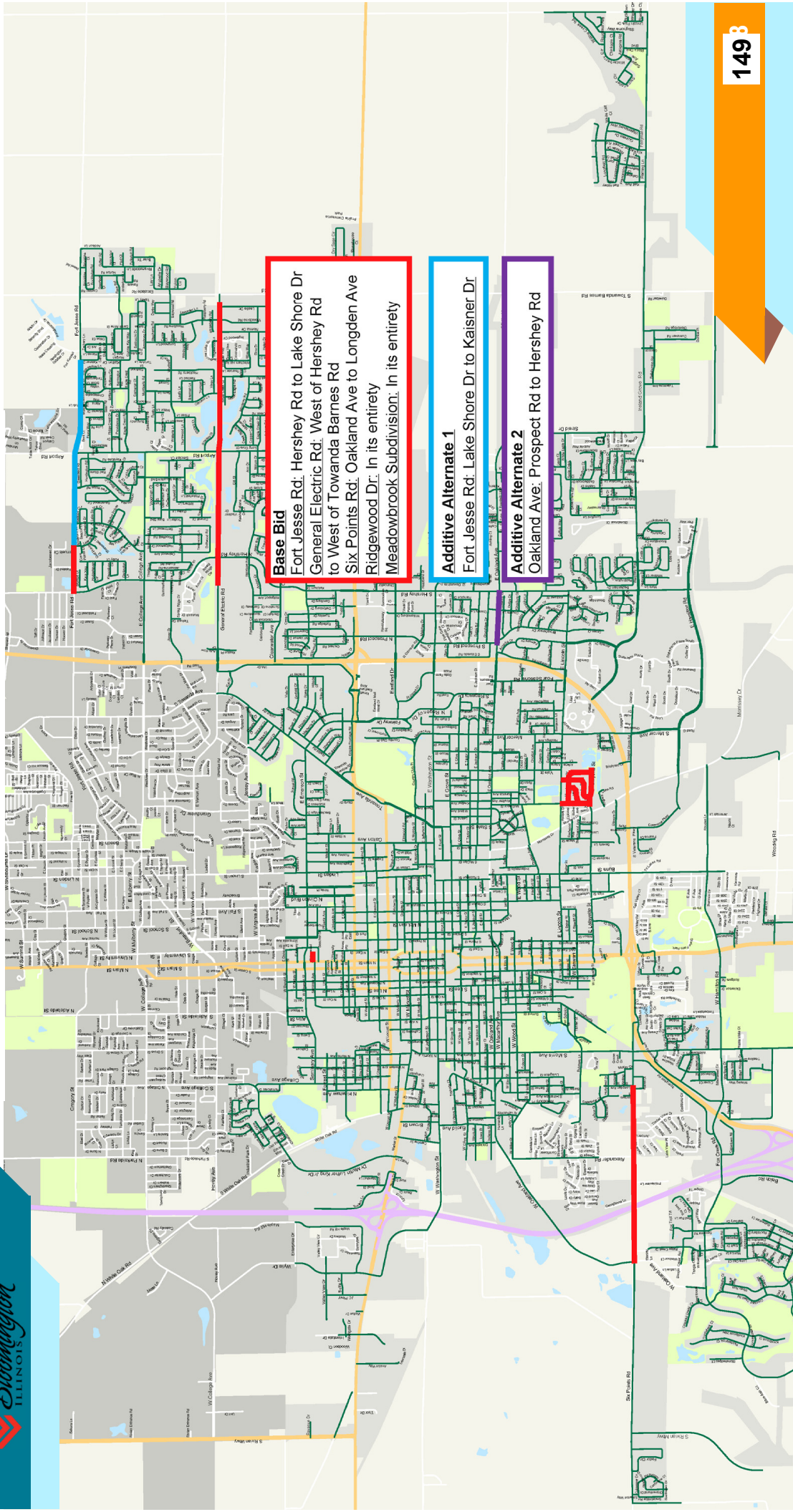
FY 2025 General Resurfacing - Additive Alternate 1

July 3, 2024

ITEM NO.	ITEM	UNITS	PLAN QTY	UNIT PRICE	AMOUNT
40600295	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	LB	21615	\$2.75	\$59,441.25
40600370	LONGITUDINAL JOINT SEALANT	FT	14810	\$3.00	\$44,430.00
40600985	PORTLAND CEMENT CONCRETE SURFACE REMOVAL - BUTT JOINT	SY	133	\$18.97	\$2,529.33
40600990	TEMPORARY RAMP	FT	95	\$15.81	\$1,501.95
40603153	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, N80	TON	2690	\$164.50	\$442,505.00
42400300	PCC SIDEWALK, 6"	SF	313	\$10.85	\$3,396.05
42400800	DETECTABLE WARNINGS	SF	88	\$40.50	\$3,564.00
44000159	HOT-MIX ASPHALT SURFACE REMOVAL 2 1/2"	SY	4273	\$6.17	\$26,364.41
44000600	SIDEWALK REMOVAL	SF	949	\$6.96	\$6,605.04
44200050	WELDED WIRE REINFORCEMENT	SY	13	\$9.17	\$119.21
44200923	CLASS B PATCHES, TYPE II 7 INCH	SY	15	\$300.98	\$4,514.70
44201297	DOWEL BARS 1"	EA	22	\$33.48	\$736.56
44213200	SAWCUTS	FT	56	\$3.85	\$215.60
70300100	SHORT TERM PAVEMENT MARKING, 4 INCH	FT	3518	\$0.97	\$3,412.46
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	FT	1754	\$0.22	\$385.88
78000400	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	FT	19965	\$1.34	\$26,753.10
78000600	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	FT	78	\$2.70	\$210.60
78000650	THERMOPLASTIC PAVEMENT MARKING LINE, 24"	FT	79	\$5.78	\$456.62
78001100	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	SF	850	\$5.50	\$4,675.00
BLM00002	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	SF	238	\$15.91	\$3,786.58
COB20200	EARTH EXCAVATION, SPECIAL	SF	20	\$9.32	\$186.40
COB40600	SAND MIX, N50, IL-4.75	TON	1795	\$167.60	\$300,842.00
COB42401	PCC SIDEWALK RAMP, 6", SPECIAL	SF	458	\$19.93	\$9,127.94
COB60200	MANHOLE TO BE ADJUSTED, SPECIAL	EA	4	\$1,982.05	\$7,928.20
COB60202	INLET TO BE ADJUSTED, SPECIAL	EA	4	\$2,012.17	\$8,048.68
COB60203	INLET TO BE RECONSTRUCTED, SPECIAL	EA	1	\$3,669.42	\$3,669.42
COB60205	NEW FRAME & GRATE, TYPE 3	EA	2	\$1,061.30	\$2,122.60
COB60211	STORM SEWER, SPECIAL	FT	5	\$130.25	\$651.25
COB60601	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	FT	304	\$39.48	\$12,001.92
COB60602	COMB CONC CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	FT	304	\$65.17	\$19,811.68
X4406820	PORTLAND CEMENT CONCRETE SURFACE REMOVAL, 2 1/2"	SY	24469	\$7.25	\$177,400.25
COB70100	TRAFFIC CONTROL COMPLETE	LS	0.20	\$275,000.00	\$55,000.00
BID ADDITIVE ALTERNATE 1 TOTAL:					\$1,232,393.68

Total Base + Additive Alternate 1 = \$6,841,961.14

FY25 PROPOSED RESURFACING MAP



Base Bid
Fort Jesse Rd: Hershey Rd to Lake Shore Dr
General Electric Rd: West of Hershey Rd
to West of Towanda Barnes Rd
Six Points Rd: Oakland Ave to Longden Ave
Ridgewood Dr: In its entirety
Meadowbrook Subdivision: In its entirety

Additive Alternate 1
Fort Jesse Rd: Lake Shore Dr to Kaisner Dr

Additive Alternate 2
Oakland Ave: Prospect Rd to Hershey Rd



CONSENT AGENDA ITEM NO. 8.H.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on an Ordinance Approving a Zoning Map Amendment from R-1B (Single-Family Residence) District to P-2 (Public Lands & Institutions) District for the Property at Prairie Vista Golf Course Legally Described as the North 200 Feet of the West 200 Feet of Lot 30 in the Subdivision of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, IL (Part of PIN: 21-17-428-004), as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

Objective 4c. Preservation of property/home valuations

BACKGROUND: The Petitioner, City of Bloomington, seeks a Zoning Map Amendment for the subject property, from R-1B (Single-Family Residence) District to P-2 (Public Lands & Institutions) District.

Summary of Request:

- The property was acquired by the City in 2005 and has been part of the larger Prairie Vista Golf Course facility since that time but had not been updated with appropriate zoning.
- The current use of the property is nonconforming; the proposed District permits the use by right.
- If the Map Amendment is approved the applicant could also add appropriate fencing to assist with screening of the water tower equipment and help to increase safety at the site.

On Wednesday, July 3, 2024, the Bloomington Planning Commission held a public hearing and voted 7- 0 to recommend approval of the request, finding that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, June 17, 2024, and courtesy notices were mailed to 23 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: Making the existing property align with the surrounding property zoning encourages private investment in the long-term maintenance and successful operation of the

property which will be protective of property values in the area. Continued utilization of the property as a golf course facility will result in continued revenues for the City's Golf Fund. The addition of the water tower at the site will allow for continued and improved service to the area, resulting in a consistent tax base.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: N-1.1b (Ensure sensitive transitions from residential to nonresidential) and N-2.2 (Celebrate the uniqueness of Bloomington's neighborhoods).

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[E&CD 2B Ordinance](#)

[E&CD 2C Staff Report Z-09-24](#)

[E&CD 2D PC Minutes DRAFT 07-03-2024](#)

ORDINANCE NO. 2024-_____

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM R-1B (SINGLE-FAMILY RESIDENCE) DISTRICT TO P-2 (PUBLIC LANDS & INSTITUTIONS) DISTRICT FOR THE PROPERTY LEGALLY DESCRIBED AS THE NORTH 200 FEET OF THE WEST 200 FEET OF LOT 30 IN THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, IL
(PART OF PIN: 21-17-428-004)**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Zoning Map Amendment from R-1B (Single-Family Residence) District to P-2 (Public Lands & Institutions) District for part of the property legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant, as required by § 44-1706; and

WHEREAS, the Bloomington Planning Commission voted (7-0) to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Zoning Map Amendment.

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

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

SECTION 2. The Council hereby adopts the findings of fact of the Planning Commission and the Zoning Map Amendment from R-1B (Single Family Residence) District to P-2 (Public Lands & Institutions) District for the property legally described in Exhibit “A”, is hereby approved.

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

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

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 22nd day of July 2024.

APPROVED this ____ day of July 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT "A"
Legal Description

The North 200 feet of the West 200 feet of Lot 30 in the Subdivision of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois

Part of PIN: 21-17-428-004

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: July 3, 2024

CASE NO: Z-09-24, Zoning Map Amendment

REQUEST: Consideration, review, and action on a request submitted by the City of Bloomington, requesting a Zoning Map Amendment for the property legally described as the North 200 feet of the West 200 feet of Lot 30 in the Subdivision of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois, from R-1B (Single-Family Residence) District to P-2 (Public Lands & Institutions) District. Part of PIN: 21-17-428-004.

BACKGROUND

Request

The City of Bloomington, as the Applicant, is requesting approval of a Zoning Map Amendment for the subject property from R-1B (Single-Family Residence) District to the P-2 (Public Lands & Institutions) District. The subject property was acquired by the City and has been part of the golf course property since 2005, but the zoning was not updated. The City is proposing future modifications at the property which include a water tower with fence screening. The updated zoning would allow for the entire golf course to have consistent and appropriate zoning as well as allowing for the proposed screening without the need to seek variances.

Property Characteristics

The subject property consists of approximately 0.72 acres of land located at the southeast corner of Hamilton Road and Morris Avenue. The property is currently part of the Prairie Vista Golf Course, located at the northwest corner of the overall property. Neighboring properties are zoned R-1B (Single-Family Residence) District, R-1 (County Zoning), and P-2 (Public Lands & Institutions) District.

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, June 17, 2024. Courtesy notices were mailed to 23 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

Zoning		Land Use(s)
North	R-1B (Single-Family Residence)	Single-Family Residential
South	P-2 (Public Lands & Institutions)	Golf Course
East	P-2 (Public Lands & Institutions)	Golf Course
West	R-1 (County Zoning)	Single-Family Residential

ANALYSIS

Comparison of Existing and Proposed Districts

Existing Zoning: R-1B (Single-Family Residence) District

The R-1B Residence District is intended to provide primarily for the establishment of areas characterized by moderate sized lots and single-family detached dwelling units for occupancy by families. In addition to these dwelling units, related recreational, religious, and cultural facilities intended to serve the immediately surrounding residents are allowed where such facilities are found to be compatible with surrounding residential development. The R-1B district allows densities of up to approximately six dwelling units per acre. (§ 44-401).

Proposed Zoning: P-2 (Public Lands & Institutions) District

The intent of this P-2 Public Lands and Institutions District is to allow for the establishment and maintenance of public uses, publicly-regulated uses and private uses that display an inherent relationship to the public interest. The creation of such a district shall be provided for parcels of substantial size where such community serving uses are necessary in order that adequate community services may be rendered and where, through proper site selection and planning, such uses are compatible with the surrounding area. (§ 44-701).

Compliance with the Comprehensive Plan

Zoning Map Amendment requests should be consistent with the Comprehensive Plan. The 2035 Comprehensive Plan's Future Land Use Map identifies this area as Parks & Recreational Space. The Land Use Priorities Map does not identify this property.

The proposed Zoning Map Amendment supports the following Comprehensive Plan goals:

- Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objectives UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents); and
- Goal HL-1 (Create a park and green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents), Objective HL-1.1 (Coordinate Park planning with other agencies and entities); and
- Goal CF-1 (Continue to provide quality public facilities and services), Objectives CF-1.4 (Focus resources on maintaining and developing facilities that support the goal of contiguous and compact growth).

STANDARDS FOR REVIEW FOR ZONING MAP AMENDMENTS

The Planning Commission shall hold at least one public hearing on any proposed Zoning Map Amendment and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Map Amendment is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2) and discussed below.

Request for Zoning Map Amendment to P-2

1. The suitability of the subject property for uses authorized by the existing zoning.

The existing property, currently consisting of part right-of-way and part of an out-of-bounds portion of the Golf Course use would be permitted in the proposed P-2 District. The Golf Course use itself is considered a non-conforming use as it exists with the current residential zoning. The updated zoning would allow for the construction of a water tower at the property with appropriate fence screening height for equipment, which would also offer increased security at the site.

- 2. The length of time the property has remained vacant as zoned considered in the context of land development in the area.**

The property is vacant in terms of actual structures but again is part of the public right-of-way and part of the Golf Course property.

- 3. The suitability of the subject property for uses authorized by the proposed zoning.**

The subject property would be appropriate for most uses permitted in the P-2 District and would be appropriate for the proposed water tower at the northwest corner of the Golf Course property.

- 4. The existing land uses and zoning of nearby property.**

The property is generally surrounded by single-family residential properties and the existing Golf Course facility.

- 5. Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.**

The relative gain for the Owner and the community from the Map Amendment itself is minimal as the Golf Course use will be maintained and a water tower is proposed to be constructed on the vacant land to provide updated water service to the community. The water tower would be screened and secured appropriately with six-foot tall opaque fencing, which would not be allowed with the existing zoning.

- 6. The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.**

The existing street network adequately serves the subject property.

- 7. The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.**

Stormwater management at the subject property will continue to be managed according to the City's Manual of Practice, requiring onsite management in almost all instances and that any post-development condition is no worse than the pre-development condition in all cases.

- 8. The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.**

Adequate services are already available to the Golf Course and would be available to the proposed water tower facility.

- 9. The extent to which property values are diminished by the restrictions of the proposed zoning.**

Property values are unlikely to be diminished by the Map Amendment. The existing use of the Golf Course is not being modified and the addition of the water tower at that location should not negatively impact the direct area.

10. Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.

See prior item “Compliance with the Comprehensive Plan” in this report.

11. Whether the City needs more of the types of uses allowed in the proposed district.

The Golf Course use is existing, and it not expected to change, except for the addition of the water tower, which as previously stated will help facilitate improved water service while being adequately screened and secured.

STAFF RECOMMENDATION

Staff additionally finds that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit of the Applicant, after reviewing the relevant factors for consideration, and recommends the Planning Commission take the following action:

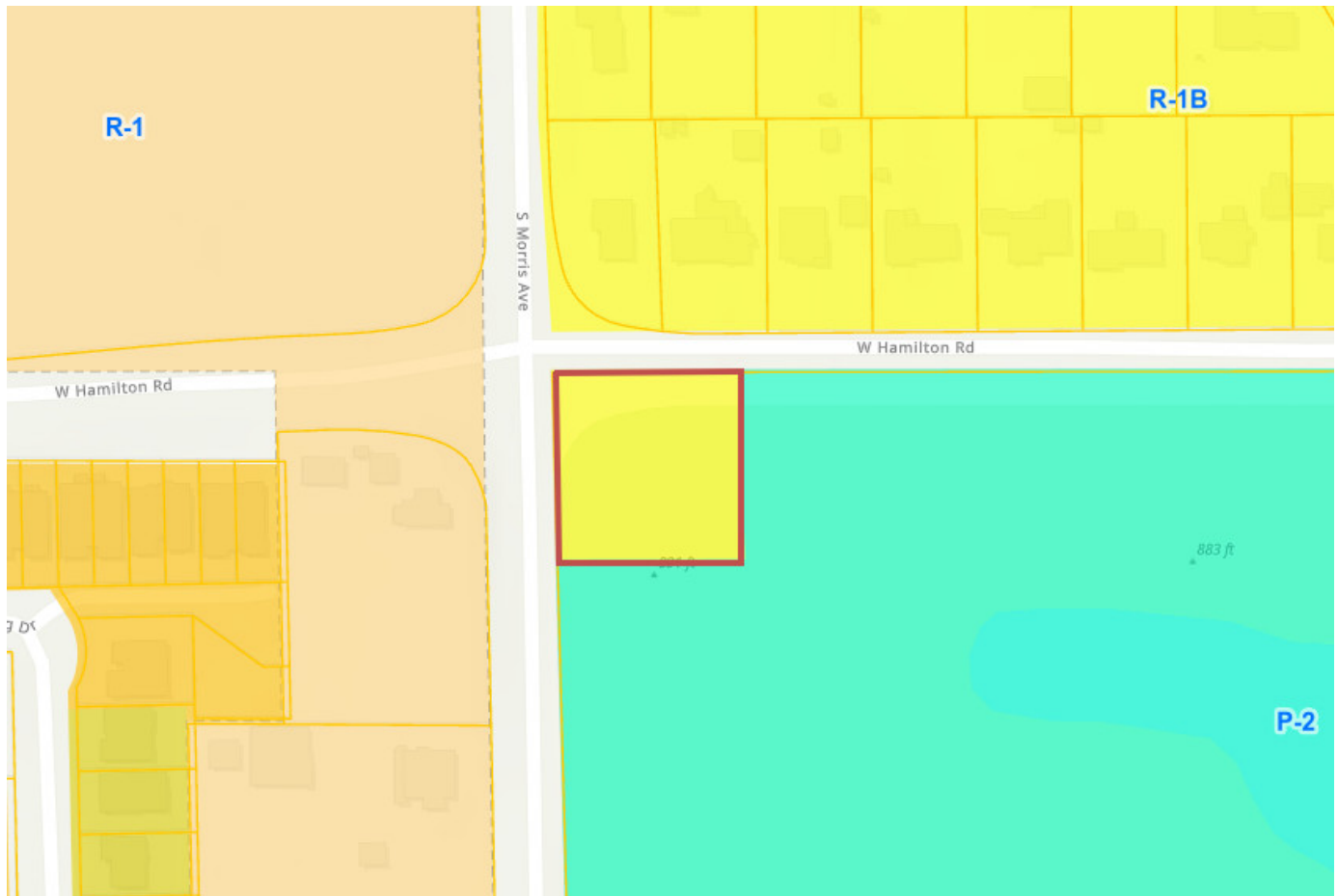
Motion to establish findings of fact that the request for approval of the proposed Zoning Map Amendment to the P-2 (Public Lands & Institutions) District ***is in the public interest and not solely for the benefit of the Applicant or Property Owner*** and to recommend ***approval*** of the request.

Respectfully submitted,
Jon Branham
City Planner

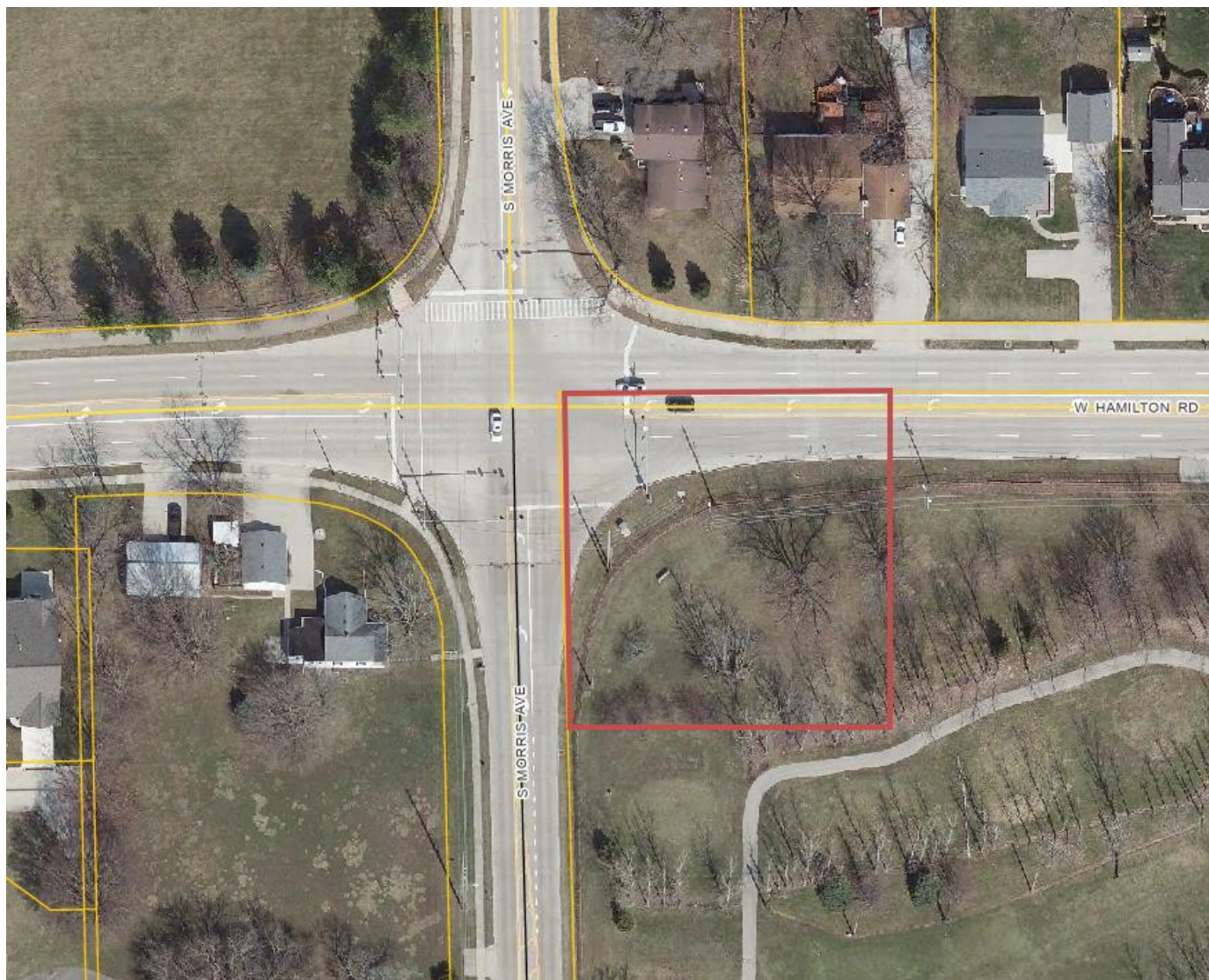
Attachments:

1. Zoning Map
2. Aerial Image
3. Neighborhood notice map

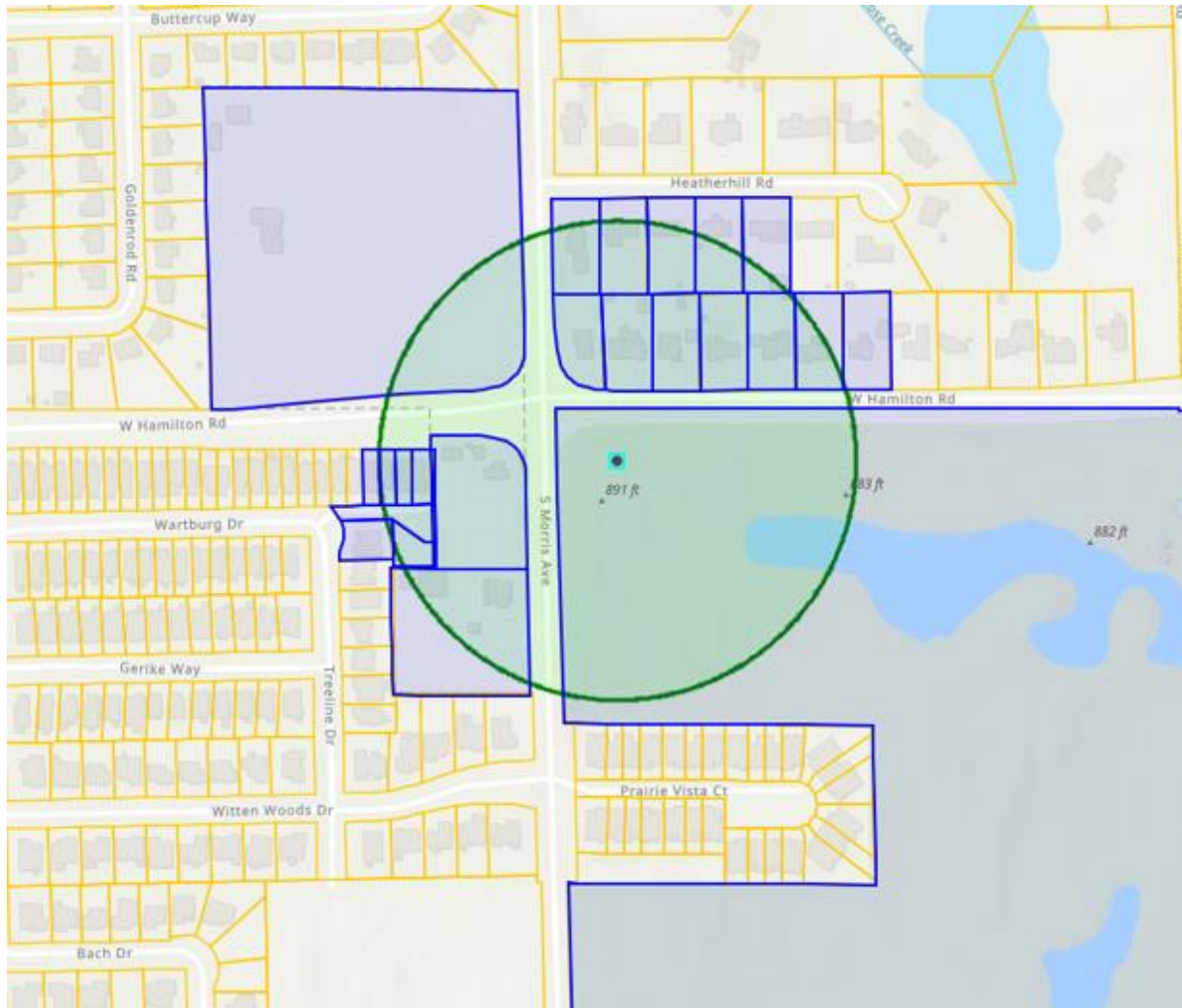
Attachment 1: Zoning Map



Attachment 2: Aerial Image



Attachment 3: Neighborhood Notice Map



AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Sant Amour; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Patino; Commissioner Cullen
Motion passed.

Regular Agenda

The following item was presented:

Item 5.A. Public hearing, review, and action on a request submitted by the City of Bloomington for a Zoning Map Amendment for the property legally described as the North 200 feet of the West 200 feet of Lot 30 in the Subdivision of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois, from R-1B (Single-Family Residence) District to P-2 (Public Lands & Institutions) District, Part of PIN: 21-17-428-004.

Mr. Branham presented the Staff report with recommendation for approval. He noted the current and adjacent zoning districts and uses. He described the history of the property, which formerly included a single-family residence, which was acquired by the City in 2005 but never rezoned. He stated the map amendment would allow for consistent zoning with the larger golf course property and allow for desired fencing for safety and screening of equipment for the proposed water tower project.

Commission Chair Boyd opened the public hearing.

There were no public comments regarding the map amendment.

Commission Chair Boyd closed the public hearing.

There were no comments by the Commissioners.

Commission Vice Chair Beyer made a motion, seconded by Commissioner Cullen, to establish findings of fact that the request for approval of the proposed Zoning Map Amendment to the P-2 (Public Lands & Institutions) District is in the public interest and not solely for the benefit of the Applicant or Property Owner and recommends approval of the request.

Roll call.

AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Sant Amour; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Patino; Commissioner Cullen.

Motion passed.

New Business

Vice Chair Beyer requested Code information regarding the S-4 designation process be sent out prior to the next meeting.

Vice Chair Beyer distributed information on House Bill 4135 regarding potential updates to County solar setback requirements. She also requested a discussion item regarding solar requirements for the next meeting.



CONSENT AGENDA ITEM NO. 8.I.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Authorizing a Construction Agreement with LS Mechanical, for Boiler Replacements at Fire Stations 1 and 2 (Bid #2025-05), in the Amount of \$114,681, as requested by the Department of Operations & Engineering Services and the Fire Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities
Goal 5. Great Place - Livable, Sustainable City
Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: If approved, the City will enter into an agreement with LS Mechanical to replace boilers at Fire Stations 1 and 2. The existing boilers have been serviced during the past several years by a local commercial heating, ventilation, and air conditioning (HVAC) company. During the spring preventative maintenance service call, the HVAC company indicated that the boilers at both stations are at the end of their useful life, and replacement is necessary in order to provide adequate heating at the stations.

The project was advertised by the City to solicit complete bids. Bids were received until 2:00 p.m. on Monday, July 8, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. LS Mechanical was the lowest responsible bidder among the five bids opened on July 8. The low bidder is the only local firm that submitted a bid, and therefore the Local Preference Policy does not impact the recommendation. A full bid tabulation is attached. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The bid was advertised in *The Pantagraph* and *OpenGov* on June 24, 2024. A pre-bid meeting was held on June 26, 2024, at 2:00 PM.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with LS Mechanical in the amount of \$114,681. The expense will be charged to the Fire-Capital Outlay Equipment Other than Office account (10015210-72140). The project was included in the FY 2024 Budget for \$200,000, however, due to delays was not bid until FY 2025. Although unbudgeted, the

City will absorb this expense against the current year budget. If needed at year end, a budget amendment would be brought to City Council for consideration. Stakeholders can locate budget information related to this project in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on page 97.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal CF-1 (Continue to provide quality public facilities and services), Objective CF-1.4 (Focus resources on maintain and developing facilities that support the goal of contiguous and compact growth that leverage existing community facilities such as fire stations, parks and schools)

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:

[FIRE 1B Ordinance](#)

[FIRE 1C Agreement](#)

[FIRE 1D Bid Tab](#)

ORDINANCE NO. 2024-_____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND LS MECHANICAL FOR BOILER REPLACEMENTS AT FIRE STATIONS 1 AND 2 (BID #2025-05), IN THE AMOUNT OF \$114,681

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, subject to the provisions of the City Code, City staff is recommending an Agreement with LS Mechanical (CONTRACTOR), be approved for Boiler Replacements at Fire Stations 1 & 2 (PROJECT) in the amount of \$114,681; and

WHEREAS, PROJECT consists of work necessary to improve existing City facilities and avoid construction of new facilities and contains a contingency line item; and

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

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

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

SECTION 2. The Agreement is approved and the City Manager, or his designee, are authorized to execute the Agreement, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work utilizing the contingency amount set forth in the Agreement and within the Agreement amount, to the extent the City Manager finds such to be in the best interests of the City.

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

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

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 22nd day of July 2024.

APPROVED this ____ day of July 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
LS Mechanical

FOR
Fire Stations 1 and 2 Boiler Replacements

THIS AGREEMENT, dated this ____ day of ____ July ____, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and ____ LS Mechanical ____ (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

This Agreement was not subject to a formal solicitation process by the CITY.

☒

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

Fire Stations 1 & 2 Boiler Replacements (Bid #2025-05) ____ (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

☐

This Agreement does not require the furnishment of any bonds by the VENDOR.

☒

This Agreement is subject to bonding requirements.

i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.

ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

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

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

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

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

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

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

☐

This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

☒

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

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

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

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

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

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

If to VENDOR:

LS Mechanical
Attn: Lucas Salvator
802 West Chestnut
Bloomington, IL 61704
lucaslsmechanical@gmail.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: Lucas Salvador
Its Vice Presiden

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

OVERVIEW

The City of Bloomington proposes to contract the replacement of boilers at Fire Station #1 (310 N. Lee St) and Fire Station #2 (1911 E. Hamilton Rd). The work includes removing the existing boilers and installing new ones. Additionally, electrical, plumbing, and other modifications related to the boiler replacements are included in this work.

Date of Substantial Completion: It is understood and agreed that time is of the essence in this contract, and the Contractor agrees to begin actual work covered by this Contract after notification by the City of Bloomington to commence work and to prosecute the same with all due diligence to complete all work necessary to have new fully operational boilers on or before **October 31, 2024**. It is understood that "Completion" shall mean completion to the point of acceptance by the City of Bloomington, i.e. Substantial Completion/beneficial occupancy. Work must be completed in stages to maintain use of the facility per the plans and specifications.

Completion Date: All work under this contract shall have a completion date of no later than November 30, 2024.

Other terms and conditions as outlined in the Procurement Documents.

EXHIBIT B
COSTS/FEES

1) Fire Station 1 Boiler Replacement as specified in the Plans, Specifications, Addenda & Other Related Project Documents	\$64,375.00
2) Fire Station 2 Boiler Replacement as specified in the Plans, Specifications, Addenda & Other Related Project Documents	\$39,881.00
3) Contingency (10% of Bid)	\$10,425.00
Total Bid	\$114,681.00



EVALUATION TABULATION

ITB No. 2025-05

Fire Stations 1 & 2 Boiler Replacement

RESPONSE DEADLINE: July 8, 2024 at 2:00 pm

Report Generated: Monday, July 8, 2024

VENDOR TOTALS

Vendor	Total
LS Mechanical	\$114,681.00
A&R Mechanical Contractors, Inc.	\$138,600.00
Comtech Holdings, Inc d/b/a Xcell Mechanical Services	\$139,188.34
Commercial Mechanical, Inc.	\$166,815.00
The PIPCO Companies, Ltd.	\$201,509.00

EVALUATION TABULATION
ITB No. 2025-05
Fire Stations 1 & 2 Boiler Replacement

TABLE 1

Selected	Line Item	Description	Quantity	Unit of Measure	A&R Mechanical Contractors, Inc.		Commercial Mechanical, Inc.		Comtech Holdings, Inc d/b/a Xcell Mechanical Services		LS Mechanical		The PIPCO Companies, Ltd.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Fire Station 1 Boiler Replacement	1	LS	\$90,421.00	\$90,421.00	\$101,100.00	\$101,100.00	\$85,100.00	\$85,100.00	\$64,375.00	\$64,375.00	\$120,400.00	\$120,400.00
X	2	Fire Station 2 Boiler Replacement	1	LS	\$35,579.00	\$35,579.00	\$50,550.00	\$50,550.00	\$41,434.85	\$41,434.85	\$39,881.00	\$39,881.00	\$62,790.00	\$62,790.00
X	3	Contingency (10% of Items 1 +2)	1	LS	\$12,600.00	\$12,600.00	\$15,165.00	\$15,165.00	\$12,653.49	\$12,653.49	\$10,425.00	\$10,425.00	\$18,319.00	\$18,319.00
Total						\$138,600.00		\$166,815.00		\$139,188.34		\$114,681.00		\$201,509.00



CONSENT AGENDA ITEM NO. 8.J.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Authorizing Boundary Modifications to the Area Known as the Bloomington-Normal Enterprise Zone Amendment 4 - Rivian Expansion, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses
Objective 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: On November 9, 2015, the City of Bloomington, the Town of Normal, the County of McLean, the City of Gibson City, and the County of Ford, entered into an agreement, and adopted ordinances and resolutions establishing an Enterprise Zone (hereinafter "the Zone"). The Zone was certified by the State effective January 1, 2017.

Rivian Automotive, LLC (hereinafter "Rivian"), an electric vehicle manufacturer, is located in the Zone. Rivian recently announced expansion of their manufacturing facility within the Zone to build two 1,200,000 square foot buildings to be used for light manufacturing, kitting, and logistics. It is anticipated that costs of the expansion will total \$200 Million, and construction is expected to begin in November of 2024 concluding in November of 2025. The expansion will result in the creation of 600-700 additional jobs within 2 years.

Rivian has requested that the boundaries of the Zone be modified to encompass the expansion. The proposed Ordinance is brought forward for that purpose.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved and the project completed, the additional jobs in the community could add to the tax revenues the City receives from property taxes, Home Rule, State Sales, and the City local taxes, which go to support public safety, clean water, garbage services, and quality of life items such as the City's parks.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:

[ADM 1B Ordinance](#)

ORDINANCE NO. 2024 - ____

**AN ORDINANCE AUTHORIZING BOUNDARY MODIFICATIONS TO THE AREA KNOWN
AS THE BLOOMINGTON-NORMAL ENTERPRISE ZONE
AMENDMENT 4
- RIVIAN EXPANSION -**

WHEREAS, The City of Bloomington, the Town of Normal, the County of McLean, the City of Gibson City, and the County of Ford, entered into an agreement on November 9, 2015, and adopted ordinances and resolutions establishing an Enterprise Zone including incorporated portions of the City of Bloomington, the Town of Normal, and the City of Gibson City and unincorporated portions of the County of McLean and the County of Ford; and

WHEREAS, the Bloomington-Normal Enterprise Zone was certified by the Illinois Department of Commerce and Economic Opportunity effective January 1, 2017; and

WHEREAS, there is a need to expand the boundary of the Bloomington-Normal Enterprise Zone to include the area as described in Exhibits A and B; and

WHEREAS, the proposed area to be added is contiguous to the existing Bloomington Normal Enterprise Zone boundaries; and

WHEREAS, there is adequate available acreage in the Bloomington-Normal Enterprise Zone to accommodate the expanded boundary; and

WHEREAS, a public hearing regarding such amendments has been held as provided by law on September 22, 2023; and

WHEREAS, this Ordinance and the related Amendment to the Bloomington-Normal Enterprise Zone Intergovernmental Agreement found in Exhibit C shall be in effect from and after their passage, approval and recording according to law.

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

SECTION 1. That the City of Bloomington hereby approves and concurs with expanding the boundary of the Bloomington-Normal Enterprise Zone to include those areas as described in Exhibits A and B, also referred to as Amendment 4 to the Zone.

SECTION 2. That the Mayor of the City of Bloomington is authorized to execute the Amendment to the Enterprise Zone Intergovernmental Agreement between the Town of Normal, the City of Bloomington, the City of Gibson City, the County of McLean, and the County of Ford (the "Enterprise Zone Intergovernmental Agreement") attached as Exhibit C.

SECTION 3. That this Ordinance shall become effective immediately upon the adoption thereof, subject to approval by the Illinois Department of Commerce and Economic Opportunity.

SECTION 4. That the City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as required by law and forward one original and two certified copies of this Ordinance to the Bloomington Normal Enterprise Zone Administrator for inclusion in the Illinois Department of Commerce and Economic Opportunity's Application to Add Territory- Option 1 for its approval and to file a certified copy of this Ordinance.

PASSED this 22nd day of July 2024.

APPROVED this ____ day of July 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT "A"

The following parcel is requested to be added to the Bloomington-Normal Enterprise Zone as the 4th Amendment to the Zone boundaries since its inception in 2017:

PARCEL 1: PIN 13-26-400-002 (130 acres more less)

THE NORTH 130 ACRES OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 24 NORTH, RANGE I EAST OF THE THIRD PRINCIPAL MERIDIAN, DRY GROVE TOWNSHIP, MCLEAN COUNTY, ILLINOIS.

PARCELS 2 and 3: PIN 13-26-400-003 (95 acres more or less) & PIN 13-26-300-005 (95 acres more or less)

THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 24 NORTH, RANGE I EAST OF THE THIRD PRINCIPAL MERIDIAN, DRY GROVE TOWNSHIP, MCLEAN COUNTY, ILLINOIS, EXCEPT THE NORTH 130 ACRES OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 24 NORTH, RANGE I EAST OF THE THIRD PRINCIPAL MERIDIAN, DRY GROVE TOWNSHIP, MCLEAN COUNTY, ILLINOIS.

EXHIBIT "B"

BLOOMINGTON-NORMAL ENTERPRISE ZONE PROPOSED EXPANSION RIVIAN PROJECT



Key to Map Above:

-  Existing Enterprise Zone
-  Proposed Enterprise Zone and Connectors

NOTE: Total Existing Zone Area = 14.229 square miles
Proposed Enterprise Zone will add .5 Square Miles
Total Area with Expansion= 14.729 Square Miles

EXHIBIT "C"

AN AMENDMENT TO THE BLOOMINGTON-NORMAL ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

BE IT ORDAINED AND RESOLVED BY THE CITY OF BLOOMINGTON, TOWN OF NORMAL, COUNTY OF MCLEAN, CITY OF GIBSON CITY AND COUNTY OF FORD, AS PARTIES TO THE BLOOMINGTON-NORMAL ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT ADOPTED ON THE 9TH DAY OF NOVEMBER 2015.

That said Agreement shall be amended to reflect additions to the Legal Description of the Bloomington-Normal Enterprise Zone, as defined in Amendment 4 found below:

PARCEL I: PIN 13-26-400-002 (130 acres more less)

THE NORTH 130 ACRES OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 24 NORTH, RANGE I EAST OF THE THIRD PRINCIPAL MERIDIAN, DRY GROVE TOWNSHIP, MCLEAN COUNTY, ILLINOIS.

PARCELS 2 and 3: PIN 13-26-400-003 (95 acres more or less) & PIN 13-26-300-005 (95 acres more or less)

THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 24 NORTH, RANGE I EAST OF THE THIRD PRINCIPAL MERIDIAN, DRY GROVE TOWNSHIP, MCLEAN COUNTY, ILLINOIS, EXCEPT THE NORTH 130 ACRES OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 24 NORTH, RANGE I EAST OF THE THIRD PRINCIPAL MERIDIAN, DRY GROVE TOWNSHIP, MCLEAN COUNTY, ILLINOIS.

(Signature page follows)

Amended the _____ of _____ 2024

County of McLean

By: _____

County Board Chairman

County of Ford

By: _____

County Board Chairman

City of Bloomington

By: _____

Mayor

City of Gibson City

By: _____

Mayor

Town of Normal

By: _____

Chief Elected Official



CONSENT AGENDA ITEM NO. 8.K.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 17 Regarding Composition of the Bloomington Fire Department, as requested by the Fire Department.

RECOMMENDED MOTION: The proposed Ordinance 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: Section 17-01 of the City Code provides for the Establishment and Composition of the City's Fire Department, including the total maximum number of fire personnel that may be employed at any time. Due to the amount of time necessary to fully train an entry-level firefighter the Department can experience extended periods with fewer than a full complement of firefighters necessary to address day-to-day operations and resulting in staffing levels which are lower than optimum for the efficient operation of the Department.

In addition to training newly hired firefighters, the Department expects that over the next five years multiple current staff will retire, creating a need for entry-level firefighters to replace those retirements, who will likewise be absent for extended periods of training.

To minimize the effects of the extended periods with reduced available staff, the Department proposes that the City Manager be authorized, at his sole discretion, to "over hire," temporarily exceeding the caps established in Section 17 A until new firefighters are fully trained. The increase in staffing will be temporary, and upon return of the firefighters from training, if an opening no longer exists, the newly hired firefighters would be subject to lay off until a permanent opening is available. It is anticipated the increase in salary and benefits expense related to this will be offset by a reduction in the overtime costs incurred by existing staff.

The Code does not currently provide a method for addressing known and/or anticipated shortages.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, it is anticipated the increase in salary and benefits expense related to this "over hiring" will be offset by a reduction in the overtime costs incurred by existing staff. Stakeholders can locate information on the Bloomington Fire Department in the FY 2025 Adopted Budget Book titled "Budget Overview & General Fund" on pages 240 through 247.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cory Matheny, Fire Chief

ATTACHMENTS:

[FIRE 1B Ordinance](#)

ORDINANCE NO. 2024 - ____

AN ORDINANCE AMENDING CHAPTER 17 REGARDING THE COMPOSITION OF THE BLOOMINGTON FIRE DEPARTMENT

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City Council is responsible for managing the City Code (hereinafter "Code"); and

WHEREAS, Section 17-01 of the City Code provides for the Establishment and Composition of the City's Fire Department, including the total maximum number of fire personnel that may be employed at any time; and

WHEREAS, due to the amount of time necessary to fully train an entry-level firefighter the Department can experience extended periods with fewer than a full complement of firefighters necessary to address day-to-day operations and resulting in staffing levels which are lower than optimum for the efficient operation of the Department; and

WHEREAS, the Department also expects that over the next five years multiple current staff members will retire and to fill the expected openings created by these retirements, the Department will hire additional entry-level firefighters who will also need to be absent for extended periods of training; and

WHEREAS, to minimize the effects of these extended periods of unavailable staff, the Department proposes that the City Manager, at his sole discretion, be authorized to "over hire," temporarily exceeding the caps established in Section 17 A until new firefighters are fully trained; and

WHEREAS, any increase in staffing shall be temporary, and upon the availability of the fully trained firefighters, the newly hired firefighters would be trained to fill the vacancies created by retirement or attrition or, if a position is not available, be subject to lay off until such time that a permanent opening is available; and

WHEREAS, the City Council finds it in the best interest of the City to amend the City Code to provide for a the temporary over hiring of firefighters as set forth herein, and as further set out in Exhibit A attached hereto.

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

SECTION 1. That Chapter 17, Section 1, Subsection A and Subsection B, of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, are hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

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

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

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

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

SECTION 6. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 22nd day of July 2024.

APPROVED this ____ day of July 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

§ 17-101[Ch. 17, Sec. 1] Establishment of department - composition - indefinite absences - duties.

- A. There is hereby established an executive department of the municipal government of the City of Bloomington which shall be known as the "Fire Department." The Fire Department shall consist of the Fire Chief, who shall be Director of the Department; a Deputy Chief of Operations; Deputy Chief of Training; and a Deputy Chief of EMS Administration; a ~~Training Officer~~; Assistant EMS Training Officer; Assistant Training Officer; a Public Education Officer; three Battalion Chiefs; 18 Captains; 93 firefighters; and such civilian employees as may be provided for in the City budget from time to time by the City Council. The Fire Chief, Deputy Chiefs, Assistant EMS Training Officer, Assistant Training Officer and Public Education Officer shall maintain and be eligible to improve their commissioned ranks and these appointments will not affect the numbers and ranks of the remaining numbers of sworn members of the department. The rank of Assistant Chief is the administrative equivalent of suppression Battalion Chief, e.g., Training Officer. The limitations provided herein shall not prohibit the appointment/employment of an individual to a position or rank for the purposes of transitioning and/or cross-training as long as 1) the incumbent has provided written documentation of intent to vacate the position, and 2) the appointment/employment does not overlap the incumbent's employment in the same position for more than 30 days.
- B. Notwithstanding the limitation enumerated in Subsection A above, the City Manager is authorized to request an additional member of the Fire Department ~~whenever he determines that at least one~~ for each member of the Department who is or is reasonably expected to be absent from his or her regularly scheduled duties a.) for a period of indefinite duration, or b.) an extended period (more than 90 days) for training required to meet the minimum firefighter/paramedic standards, subject to the following:
- (1) ~~Whenever adding an additional member under this section the City Manager makes a determination under this subsection, he shall~~ authorize staff to inform the Board of Fire and Police Commissioners, which shall treat such determination fill the position as it would any other a vacancy and fill it.
 - (2) ~~Any person appointed to the Department~~ appointment under this subsection B. shall ~~receive an appointment, be~~ subject to being laid lay off in the event the absent member returns to his or her regular duties prior to the creation of a vacancy in the Department, unless:
 - a. the City Manager ~~makes a determination~~ determines that laying off the firefighter ~~at that time~~ would create a hardship in the department; or
~~because of the particular job duties which the firefighter is engaged in at the time the absent member returns.~~
 - b. The Department reasonably expects that a position created in Subsection A above will become vacant due to retirement or attrition within the next eighteen (18) months.

Any person laid off under this subsection shall be recalled to service as soon as a vacancy exists or another determination under this subsection is made.

(23) Layoffs shall be subject to the following provisos:

- (a) Firefighters enrolled in the Certified Basic Firefighter Operations Academy shall not be laid off until completion of such courses;
- (b) If more than one firefighter is hired pursuant to this subsection, firefighters shall be laid off pursuant to the "last-in, first out" method; and
- (c) A firefighter on lay-off status pursuant to this subsection shall be recalled to service prior to the hiring of a new candidate from the eligibility list.

(34) The ~~making of a determination~~ decision to appoint a firefighter under this subsection lies solely within the discretion of the City Manager, ~~and no person may compel the City Manager to make a determination under this subsection~~



CONSENT AGENDA ITEM NO. 8.L.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving Amendments to Amended and Restated Lease Agreement Setting Lease Payment Amounts for 2023 and 2024, as requested by the Legal Department and the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City of Bloomington is a party to an Amended and Restated Lease Agreement with the County of McLean and the Public Building Commission of McLean County, whereby the Public Building Commission leases certain facilities to McLean County and the City.

The Amended and Restated Lease Agreement establishes, among other responsibilities, the obligation of the City and County to pay rent to the PBC, and the annual schedule of rents is established annually by amendment to the Lease Agreement.

The Commission, the County, and the City desire to amend the Lease in order to reduce rental payments of the County and City for the periods of 2023 (Exhibit A) and 2024 (Exhibit B). The rent amounts reflected in both Exhibit A and Exhibit B were previously approved by the Council through its regular budgeting process, and the attached amendments reflect the approved rental payments.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The financial terms are set forth in the attached Ordinance and the attached exhibits. The Calendar Year 2024 (City FY 2025) amount of \$1,518,199 will be paid from the Government Center-Repair/Maintenance Building account (10015485-70510). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 286.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Chris Spanos, Corporation Counsel

ATTACHMENTS:

[LGL 2B Ordinance](#)

[LGL 2C Exhibit A to the Ordinance](#)

[LGL 2D Exhibit B to the Ordinance](#)

ORDINANCE NO. 2024 - ____

**AN ORDINANCE APPROVING AMENDMENTS TO AMENDED
AND RESTATED LEASE AGREEMENT SETTING
LEASE PAYMENT AMOUNTS FOR 2023 AND 2024**

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington is a party an Amended and Restated Lease Agreement (“Lease”) with the County of McLean and the Public Building Commission of McLean County (collectively the “Parties”), whereby the Public Building Commission leases certain facilities, including the Government Center and the Lincoln Parking Garage, to McLean County and the City; and

WHEREAS, the Lease establishes, among other responsibilities, the obligation of the City and County to pay rent to the PBC, and the annual schedule of rents is established annually by amendment to the Lease; and

WHEREAS, the Commission, the County, and the City desire to amend the Lease in order to reduce rental payments of the County and City for the periods of 2023 (Exhibit A) and 2024 (Exhibit B); and

WHEREAS, the amounts reflected in both Exhibit A and Exhibit B were approved by the Council through its regular budgeting process, and the attached amendments reflect the approved rental payments.

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

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

SECTION 2. The 2023 and 2024 Amendments to the Amended and Restated Lease Agreement between the Public Building Commission of McLean County, the City of Bloomington, and McLean County, attached hereto as Exhibit A and Exhibit B, are hereby approved and the Mayor and City Clerk are authorized to execute said Amendment.

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

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

SECTION 6. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 22nd day of July 2024.

APPROVED this ____ day of July 2024 .

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

Between the Public Building Commission of McLean County,
McLean County, Illinois, as lessor

and

The County of McLean, Illinois, and the
City of Bloomington, McLean County, Illinois, as lessees

AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT dated December 15, 2022 (the "*Amendment*"), between the PUBLIC BUILDING COMMISSION OF MCLEAN COUNTY, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the "*Commission*"), as Lessor, and THE COUNTY OF MCLEAN, ILLINOIS, a municipal corporation of the State of Illinois (the "*County*") and the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the "*City*"), as Lessees,

WITNESSETH:

WHEREAS, the Commission, as Lessor, and the County and the City, as Lessees, have heretofore entered into an Amended and Restated Lease Agreement, made the 30th day of July, 2015 (as previously amended, the "*Original Lease*"), pursuant to which the Commission leases to the County and the City the Facilities and the Sites (each as described and defined in the Original Lease), including the Projects (as described and defined in the Original Lease); and

WHEREAS, the Commission, the County and the City desire to amend the Original Lease in order to reduce rental payments of the County and City; and

WHEREAS, notwithstanding such reduction, the rental payments of the County shall equal or exceed, on an annual basis, the amount of rental payments for which the County and the City agreed to be joint and severally liable and the principal and interest requirements on the Commission's Public Building Revenue Bonds, Series 2015 (the "*2015 Bonds*") and the Commission's Public Building Revenue Bonds, Series 2022 (the "*2022 Bonds*"); and

WHEREAS, in order to provide the necessary revenues for the payment of bonds of the Commission heretofore issued or hereafter issued for the improvement of the Facilities and the Sites, including the Projects (as each term is defined in the Original Lease), including the

2015 Bonds and 2022 Bonds, for all interest that may accrue on said bonds and for the costs of operations, maintenance and administration, as provided in the Original Lease, it is necessary for the parties hereto to enter into this Amendment, amending the Original Lease as hereinafter set forth:

NOW, THEREFORE, in consideration of the rents reserved hereunder and the promises, and the covenants herein made by each of the parties hereto, and for other good and valuable consideration, it is covenanted and agreed by the said parties hereto as follows:

SECTION I. RENTAL PAYMENTS

Paragraph B of Section II of the Original Lease is amended to read as follows:

B. In addition to the annual rental due in calendar year 2015 pursuant to the Old County Courthouse Lease, the Government Center and Parking Garage Lease and the Law and Justice Center Lease, the County covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$10,000,000	\$(5,516,111)	\$ 4,483,889
2017	10,000,000	\$(4,196,715)	\$ 5,803,285
2018	10,000,000	\$(4,111,689)	\$ 5,888,311
2019	10,000,000	\$(3,981,264)	\$ 6,018,736
2020	10,000,000	\$(3,674,562)	\$6,325,438
2021	10,000,000	\$(3,423,645)	\$6,576,355
2022	10,000,000	\$(2,545,470)	\$7,454,530
2023	10,000,000	\$(1,179,525)	\$8,820,475
2024	10,000,000	0	10,000,000
2025	10,000,000	0	10,000,000
2026	10,000,000	0	10,000,000
2027	10,000,000	0	10,000,000
2028	10,000,000	0	10,000,000
2029	10,000,000	0	10,000,000
2030	10,000,000	0	10,000,000
2031	10,000,000	0	10,000,000
2032	10,000,000	0	10,000,000
2033	10,000,000	0	10,000,000
2034	10,000,000	0	10,000,000

Paragraph C of Section II of the Original Lease is amended to read as follows:

C. In addition to the annual rental due in calendar year 2015 pursuant to the Government Center and Parking Garage Lease, the City covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$1,135,284	\$(79,880)	\$ 1,055,404
2017	1,140,301	\$(73,983)	\$ 1,066,318
2018	1,147,095	\$(36,257)	\$ 1,110,838
2019	1,153,134	\$(94,074)	\$ 1,059,060
2020	1,153,442	\$(116,160)	\$ 1,037,282
2021	598,155	\$(122,662)	\$ 475,493
2022	464,590	\$ 67,357	\$ 531,947
2023	458,700	\$ 619,245	\$ 1,077,945
2024	465,205	0	465,205
2025	471,808	0	471,808
2026	478,510	0	478,510
2027	485,313	0	485,313
2028	492,218	0	492,218
2029	499,226	0	499,226
2030	506,339	0	506,339
2031	513,559	0	513,559
2032	520,888	0	520,888
2033	528,326	0	528,326
2034	535,876	0	535,876

SECTION II. MISCELLANEOUS

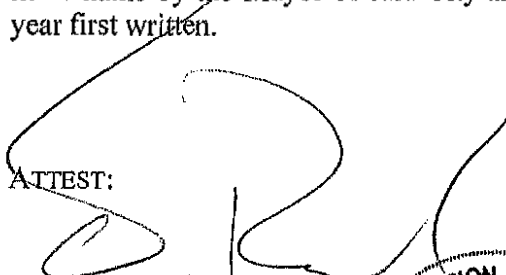
A. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

B. This Amendment has been executed in several counterparts, any of which shall be considered as an original.

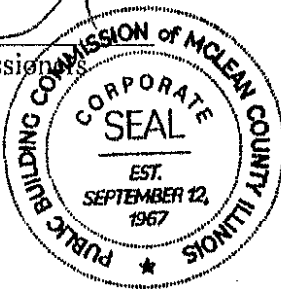
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IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois, by authority of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of said Board and attested by the Secretary of said Board; The County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of the County Board of said County and to be attested by the Clerk of said County; and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Mayor of said City and attested by the Clerk of said City, as of the day and year first written.

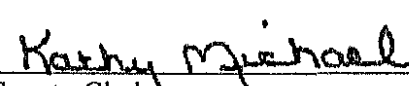
ATTEST:


Secretary, Board of Commissioners

(AFFIX CORPORATE SEAL)



ATTEST:


County Clerk

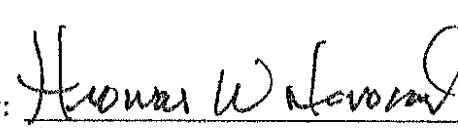
(AFFIX CORPORATE SEAL)

ATTEST:

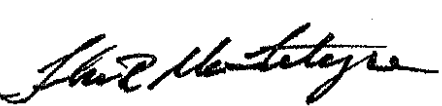
City Clerk

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION OF
MCLEAN COUNTY,
MCLEAN COUNTY, ILLINOIS

By: 
Chairman, Board of Commissioners

THE COUNTY OF MCLEAN, ILLINOIS

By: 
Chairman, County Board

CITY OF BLOOMINGTON, MCLEAN
COUNTY, ILLINOIS

By: _____
Mayor

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

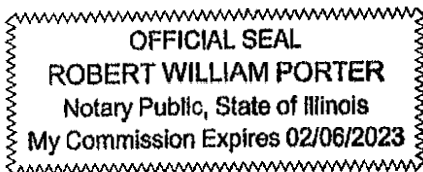
I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Thomas Novosad and Terry L. Reid, personally known to me to be respectively the Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of January, 2023.



Illinois Notary Public

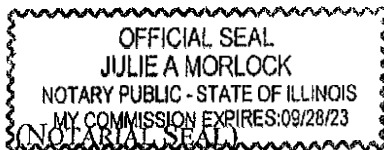
(NOTARIAL SEAL)

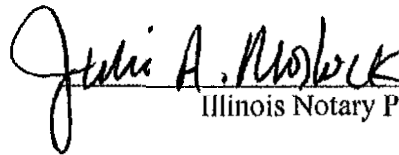


STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that John McIntyre and Kathy Michael, personally known to me to be respectively the Chairman of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of December, 2022.





Illinois Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Mboka Mwilambwe and Leslie Yocum, personally known to me to be respectively the Mayor and the Clerk of the City of Bloomington, McLean County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they signed and delivered the said instrument and caused the seal of the City of Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the City of Bloomington, McLean County, Illinois, pursuant to the authority and direction of the City Council of the City of Bloomington, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 20 ____.

Illinois Notary Public

(NOTARIAL SEAL)

AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

Between the Public Building Commission of McLean County,
McLean County, Illinois, as lessor

and

The County of McLean, Illinois, and the
City of Bloomington, McLean County, Illinois, as lessees

AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT dated December 14, 2023 (the "*Amendment*"), between the PUBLIC BUILDING COMMISSION OF MCLEAN COUNTY, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the "*Commission*"), as Lessor, and THE COUNTY OF MCLEAN, ILLINOIS, a municipal corporation of the State of Illinois (the "*County*") and the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the "*City*"), as Lessees,

WITNESSETH:

WHEREAS, the Commission, as Lessor, and the County and the City, as Lessees, have heretofore entered into an Amended and Restated Lease Agreement, made the 30th day of July, 2015 (as previously amended, the "*Original Lease*"), pursuant to which the Commission leases to the County and the City the Facilities and the Sites (each as described and defined in the Original Lease), including the Projects (as described and defined in the Original Lease); and

WHEREAS, the Commission, the County and the City desire to amend the Original Lease in order to reduce rental payments of the County and City; and

WHEREAS, notwithstanding such reduction, the rental payments of the County shall equal or exceed, on an annual basis, the amount of rental payments for which the County and the City agreed to be joint and severally liable and the principal and interest requirements on the Commission's Public Building Revenue Bonds, Series 2015 (the "*2015 Bonds*") and the Commission's Public Building Revenue Bonds, Series 2022 (the "*2022 Bonds*"); and

WHEREAS, in order to provide the necessary revenues for the payment of bonds of the Commission heretofore issued or hereafter issued for the improvement of the Facilities and the Sites, including the Projects (as each term is defined in the Original Lease), including the 2015 Bonds and 2022 Bonds, for all interest that may accrue on said bonds and for the costs of

operations, maintenance and administration, as provided in the Original Lease, it is necessary for the parties hereto to enter into this Amendment, amending the Original Lease as hereinafter set forth:

NOW, THEREFORE, in consideration of the rents reserved hereunder and the promises, and the covenants herein made by each of the parties hereto, and for other good and valuable consideration, it is covenanted and agreed by the said parties hereto as follows:

SECTION I. RENTAL PAYMENTS

Paragraph B of Section II of the Original Lease is amended to read as follows:

B. In addition to the annual rental due in calendar year 2015 pursuant to the Old County Courthouse Lease, the Government Center and Parking Garage Lease and the Law and Justice Center Lease, the County covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$10,000,000	\$(5,516,111)	\$ 4,483,889
2017	10,000,000	\$(4,196,715)	\$ 5,803,285
2018	10,000,000	\$(4,111,689)	\$ 5,888,311
2019	10,000,000	\$(3,981,264)	\$ 6,018,736
2020	10,000,000	\$(3,674,562)	\$6,325,438
2021	10,000,000	\$(3,423,645)	\$6,576,355
2022	10,000,000	\$(2,545,470)	\$7,454,530
2023	10,000,000	\$(1,179,525)	\$8,820,475
2024	10,000,000	\$192,838	\$10,192,838
2025	10,000,000	0	10,000,000
2026	10,000,000	0	10,000,000
2027	10,000,000	0	10,000,000
2028	10,000,000	0	10,000,000
2029	10,000,000	0	10,000,000
2030	10,000,000	0	10,000,000
2031	10,000,000	0	10,000,000
2032	10,000,000	0	10,000,000
2033	10,000,000	0	10,000,000
2034	10,000,000	0	10,000,000

Paragraph C of Section II of the Original Lease is amended to read as follows:

C. In addition to the annual rental due in calendar year 2015 pursuant to the Government Center and Parking Garage Lease, the City covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$1,135,284	\$(79,880)	\$ 1,055,404
2017	1,140,301	\$(73,983)	\$ 1,066,318
2018	1,147,095	\$(36,257)	\$ 1,110,838
2019	1,153,134	\$(94,074)	\$ 1,059,060
2020	1,153,442	\$(116,160)	\$ 1,037,282
2021	598,155	\$(122,662)	\$ 475,493
2022	464,590	\$ 67,357	\$ 531,947
2023	458,700	\$ 619,245	\$ 1,077,945
2024	465,205	\$1,052,994	\$ 1,518,199
2025	471,808	0	471,808
2026	478,510	0	478,510
2027	485,313	0	485,313
2028	492,218	0	492,218
2029	499,226	0	499,226
2030	506,339	0	506,339
2031	513,559	0	513,559
2032	520,888	0	520,888
2033	528,326	0	528,326
2034	535,876	0	535,876

SECTION II. MISCELLANEOUS

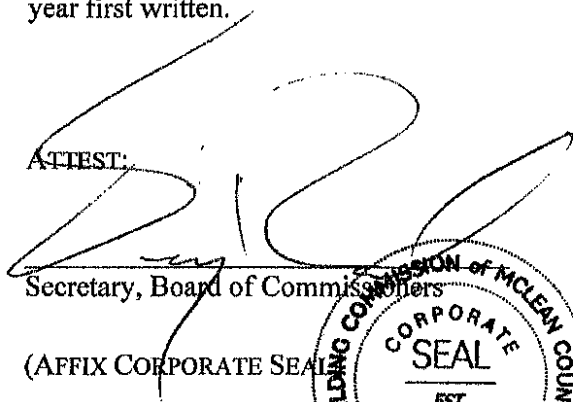
A. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

B. This Amendment has been executed in several counterparts, any of which shall be considered as an original.

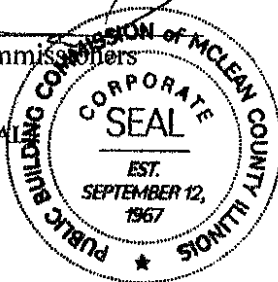
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois, by authority of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of said Board and attested by the Secretary of said Board; The County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of the County Board of said County and to be attested by the Clerk of said County; and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Mayor of said City and attested by the Clerk of said City, as of the day and year first written.

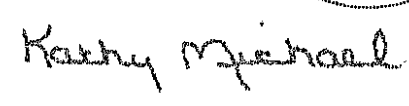
ATTEST:


Secretary, Board of Commissioners

(AFFIX CORPORATE SEAL)



ATTEST:


County Clerk

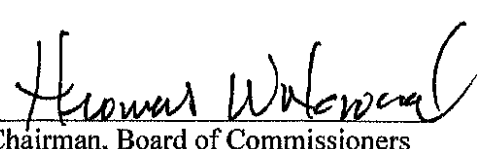
(AFFIX CORPORATE SEAL)

ATTEST:

City Clerk

(AFFIX CORPORATE SEAL)

**PUBLIC BUILDING COMMISSION OF
MCLEAN COUNTY,
MCLEAN COUNTY, ILLINOIS**

By: 
Chairman, Board of Commissioners

THE COUNTY OF MCLEAN, ILLINOIS

By: 
Chair, County Board

**CITY OF BLOOMINGTON, MCLEAN
COUNTY, ILLINOIS**

By: _____
Mayor

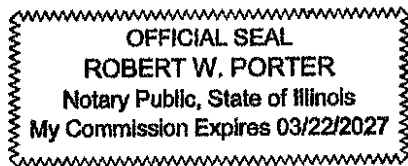
STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Thomas Novosad and Terry L. Reid, personally known to me to be respectively the Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of January, 2024.

RLWP
Illinois Notary Public

(NOTARIAL SEAL)



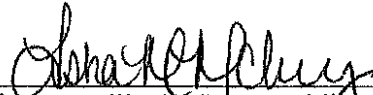
STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Catherine Metsker and Kathy Michael, personally known to me to be respectively the Chair of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of December, 2023.

(NOTARIAL SEAL)





Illinois Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Mboka Mwilambwe and Leslie Yocum, personally known to me to be respectively the Mayor and the Clerk of the City of Bloomington, McLean County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they signed and delivered the said instrument and caused the seal of the City of Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the City of Bloomington, McLean County, Illinois, pursuant to the authority and direction of the City Council of the City of Bloomington, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 20 ____.

Illinois Notary Public

(NOTARIAL SEAL)



CONSENT AGENDA ITEM NO. 8.M.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: Ward 3

SUBJECT: Consideration and Action on an Application from R.J. Just, Inc., d/b/a Rob Dobs Restaurant & Bar, located at 801 N. Hershey Rd., Requesting Approval of a Redefinition of Premise for their Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: R.J. Just, Inc. (Applicant) is requesting the approval of a Redefinition of Premise for their Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) liquor license. The premises is located at 801 N. Hershey Rd. The Applicant is requesting a redefinition of the licensed premises as they are currently undergoing a remodel to add a banquet room.

On June 11, 2024, the Liquor Commission positively recommended the redefinition of premises for R.J. Just, Inc. d/b/a Rob Dob's to Council.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on June 2, 2024 in *The Pantagraph*. 13 notices were mailed to properties adjacent to the applicant's property.

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

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 2B Application](#)

[CLK 2C LIQ COM Minutes](#)

Date of Review: May 16, 2024**Reason for Submission:** Redefinition of Premise for their Class RAPS Liquor License**Status:** LIQUOR COMMISSION 06/11/2024**BUS ID:** [REDACTED]**City Clerk Liquor Application Information Sheet****Legal Name:** R.J. JUST INC.**DBA:** ROB DOBS
RESTAURANT & BAR**License Type:** RAPS**Cycle:** ANNUAL**Current Owner(s):** ROBERT DOBSKI**New Owner(s):** N/A

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission.

Included with Submission:

- Completed Application
- Computer Generated Site/Floor Plan
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- Verified Establishment Ownership

Due before License Issuance:

- ECD Inspection
- DBA/Assumed Name Registered with the State of IL/McLean County



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	R. J. Just Inc.
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Rob Dobs Restaurant & Bar
Legal Entity Address <i>(including City, State, and Zip)</i>	801 N. Hershey Rd.
Legal Entity Phone Number	309-590-3434
Legal Entity Email Address	dobski47@gmail.com
Establishment Address including Zip	61704 801 N. Hershey Rd.
Establishment Phone Number	309-590-3434
Establishment Email Address	dobski47@gmail.com
*Email Address for <u>ALL</u> City Communications:	dobski47@gmail.com

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Robert Dobski	Bloomington	IL	61704
Phone Number	Email Address		
	dobski47@gmail.com		

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

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

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

Name (First & Last)	City	State	Zip
Betty Garcia-Patino	Bloomington	IL	61704
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**
☐ **Limited Liability Company (LLC)**
A copy of the Articles of Organization must be attached.

☐ **Partnership** (Date of Formation: _____)
☒ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☒ No
☐ N/A

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.
☒ Yes ☐ No Are citizens of the United States.
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☒ Yes ☐ No Is the premises for which the license is sought owned?
5A ☐ Yes ☒ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant / Bar
- What class of liquor license is being sought? (See descriptions beginning on page 1.) PA RAPS
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☒ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
To add additional Dining Area inside
- If approved, how would the liquor license benefit the City and its residents? _____
Offer the Community a Larger Banquet /Dining Room for Special Occasions
- ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
Live Music /Fridays & Saturdays
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
FOOD
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	11:00 am	9:00 pm
Tuesday:	11:00 am	9:00 pm
Wednesday:	11:00 am	9:00 pm
Thursday:	11:00 am	9:00 pm
Friday:	11:00 am	10:00 pm
Saturday:	11:00 am	10:00 pm
Sunday:	8:00 am	9:00 pm
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
COMMERCIAL /
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
8:00 am to 5:00 pm
 - Is the area predominately residential, are they single or multi-family homes?
N/A
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
two-way streets 20 Feet
- How much additional traffic is expected to be generated with a liquor license? _____
20%
- Describe any and all on- and off-street parking: _____
PARKING LOT
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 53

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: _____
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☒ Yes ☐ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☐ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Robert A. Dobski

Owner / Operator

Name (Please Print)

Title

eSigned via SeamlessDocs.com

Robert A. Dobski

April 23, 2024

Key: 5145a77d2cb37259b675506e0445473

Signature

Date

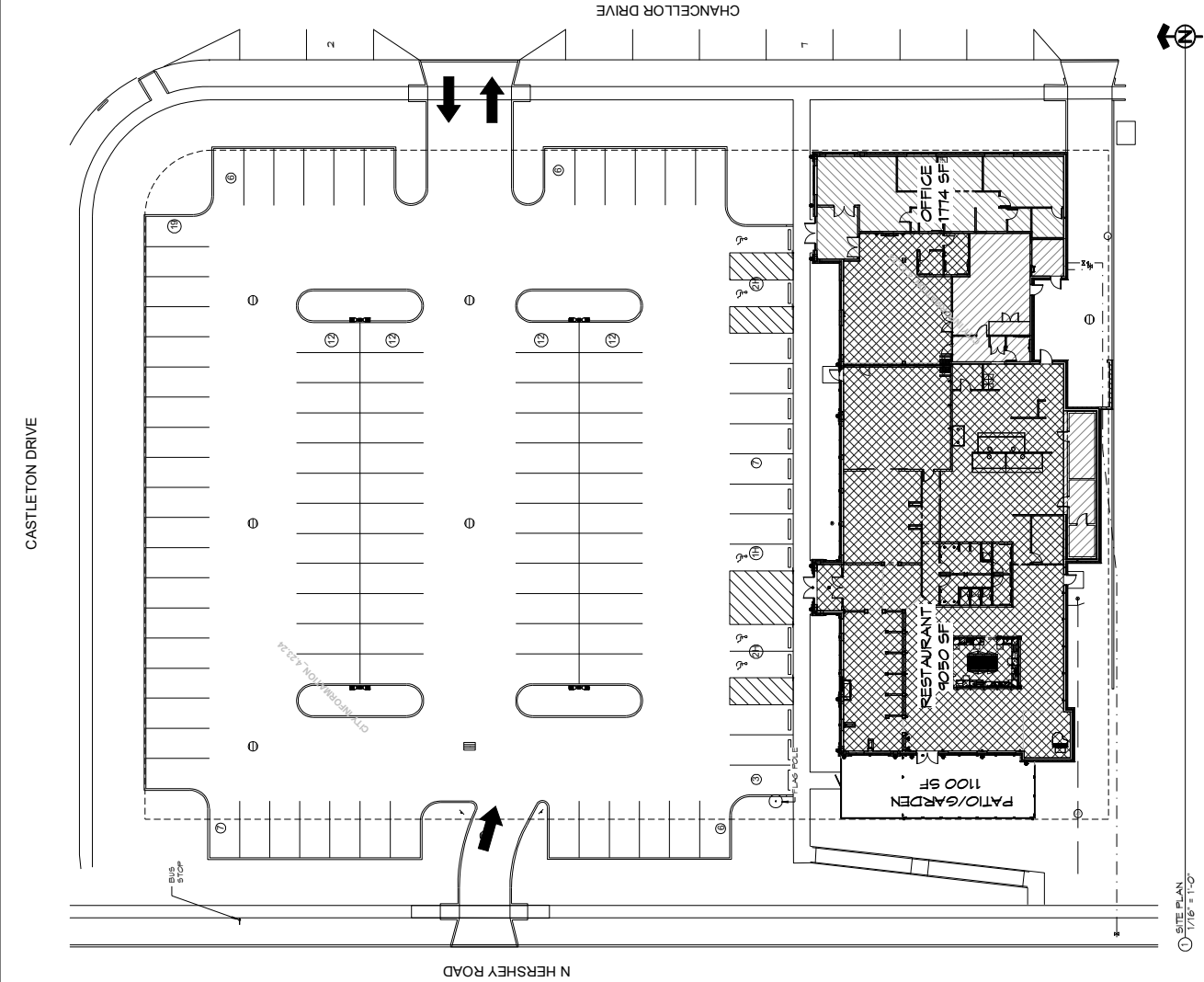
CITY INFORMATION_4.23.24

RESTAURANT: 9050 SF / 100 SF PER PERSON = 91 PARKING SPOTS
PATIO/GARDEN: 1100 SF / 100 SF PER PERSON = 11 PARKING SPOTS
STORAGE AREA: 1371 SF / 1200 SF PER PERSON = 2 PARKING SPOTS
BUSINESS/RETAIL: 1774 / 200 SF PER PERSON = 9 PARKING SPOTS
TOTAL SPOTS REQUIRED BEFORE ADJUSTMENT = 113 PARKING SPOTS
PARKING ADJUSTMENT BASED ON CH. 44-1204
A 10% REDUCTION CAN BE MADE TO PARKING BECAUSE THERE IS A BUS
TRANSIT STOP LOCATED ON THE NORTHWEST CORNER OF THE SITE
113 x 0.10 = 11 SPACES: 113 - 11 = 102

102 TOTAL REQUIRED PARKING SPOTS

AVAILABLE EXISTING PARKING SPOTS
PARKING LOT SPOTS PROVIDED = 107 PARKING SPOTS
AVAILABLE PARKING ADJUSTMENT BASED ON CH. 44-1204
ON STREET PARKING ALONG EAST PROPERTY LINE ALONG CHANCELLOR
0.5 OF THE SPACES ON-STREET MAY BE
CHANCELLOR SPACES = 9 / 0.50 = 4.5 SPACES: 107 + 4.5 = 111.5
TOTAL AVAILABLE SPOTS = 111.5

111.5 PROVIDED > 102 REQUIRED - PARKING REQUIREMENT IS SATISFIED.





Mrs. Yocum wanted to clarify for the record that Mady-K, LLC was no longer asking for a change of ownership, but instead, the change in ownership was for Dublin Bay, LLC. Mr. Cote confirmed.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:17 p.m.

Commissioner Mwilambwe positively recommended the Item to Council as presented.

The following item was presented:

Item 5.C. Public Hearing and Action on an Application from Mauli, Inc., d/b/a Galaxy Liquor & Smoke, located at 2210 Cottage Ave., Unit B, Requesting Approval of the Creation of a Class PAS (Packaged Sales, All Types of Liquor, Sunday) Liquor License.

Commissioner Mwilambwe reported that, due to noticing concerns, Item 5.C. will appear at the July 9, 2024, Liquor Commission Meeting.

The following item was presented:

Item 5.D. Public Hearing and Action on an Application from R.J. Just, Inc., d/b/a Rob Dobs Restaurant & Bar, located at 801 N. Hershey Rd., Requesting Approval of a Redefinition of Premise for their Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) liquor license.

Commissioner Mwilambwe opened the Public Hearing at 4:18 p.m.

Robert Dobski, Owner of R.J. Just, Inc., after being sworn, addressed the Commission. Mr. Dobski had requested approval to expand the establishment's existing dining room to add another 50 seats.

Commissioner Mwilambwe asked if alcohol would be served in the additional seating. Mr. Dobski replied yes.

Commissioner Mwilambwe asked if more staff would be hired. Mr. Dobski said no and that the existing employees would work the additional hours.

Staff had no additional questions.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:21 p.m.

Commissioner Mwilambwe positively recommended the Item to Council as presented.

The following item was presented:

Item 5.E. Public Hearing and Action on an Application from WFR, LLC, d/b/a A & P Tap, located at 721 W. Chestnut St., Requesting Approval of the Creation of a Class TAPS (Tavern, All Types of Liquor, Packages Sales, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:22 p.m.

Jeff Roley, Owner Cof WFR, LLC, after being sworn, addressed the Commission. Mr. Roley mentioned that the previous owner, Ruth Roley, had recently passed away and the



CONSENT AGENDA ITEM NO. 8.N.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Application from Dublin Bay, LLC, d/b/a Killarney's Irish Pub, located at 523 N. Main St., Requesting Approval of a Change in Ownership and a Reduction in Classification from a Class TAPS (Tavern, All Types of Liquor, Package, and Sunday Sales) to a Class TAP (Tavern, All Types of Liquor, and Package Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Killarney's Irish Pub is located at 523 N. Main St. Originally, Mady-K, LLC, requested the approval of a Change in Ownership and Reduction in Classification from a Class TAPS (Tavern, All Types of Liquor, Package, and Sunday Sales) to a Class TAP (Tavern, All Types of Liquor, and Package Sales) Liquor License. Mady-K, LLC had planned to purchase all assets and stock of Killarney's Irish Pub from Dublin Bay, LLC.

At the Liquor Commission meeting on June 11, 2024, representatives of Mady-K, LLC and Dublin Bay, LLC requested that the application on file be amended from Mady-K, LLC d/b/a Killarney's Irish Pub (original applicant) to Dublin Bay, LLC d/b/a Killarney's Irish Pub (amended applicant). It was confirmed that the persons and percentages for the change in ownership were presented correctly in the application, as well as all the other requests of the application. The Liquor Commission accepted the amendment to the application and positively recommended the change of ownership of Dublin Bay, LLC, d/b/a Killarney's Irish Pub, along with the reduction in classification to a Class TAP Liquor License.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on June 2, 2024 in *The Pantagraph*. 152 notices were mailed to properties within 500 ft. of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class TAP Liquor License is \$2,700 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 3B Application](#)

[CLK 3C LIQ COM Minutes](#)

Date of Review: June 12, 2024**Reason for Submission:** 100% Change in Ownership & Reduction in Class from TAPS to TAP**Status:** LIQUOR COMMISSION 06/11/2024**BUS ID:** 3200**City Clerk Liquor Application Information Sheet**

Legal Name:	MADY-K LLC DUBLIN BAY LLC	DBA:	KILLARNEY'S IRISH PUB
License Type:	TAP	Cycle:	SEMI-ANNUAL
Current	^100% DUBLIN BAY LLC	New	^50% KEN LUNDQUIST
Owner(s):		Owner(s):	^25% DYLAN COTE ^25% MADALYNN CAMP

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission.

Included with Submission:

- Completed Application
- Letter Outlining Change in Ownership, Signed by Both Parties
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Financial Statement
- Articles of Organization
- Bloomington/Normal Food and Beverage Tax Registration Form
- Bloomington/Normal Package Tax Registration Form
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- Verified Establishment Ownership

Due before License Issuance:

- Certificate of Liability Insurance
- Bond
- E&CD Inspection
- Health Dept. Inspection
- Bill of Sale/Purchase Agreement
- Assumed Name (DBA) registered with the County of McLean or State of IL
- BASSET Certified Individuals to be submitted

MEMO TO FILE: MADY-K, LLC (Applicant) originally requested the approval of a Change in Ownership and Reduction in Classification from a Class TAPS (Tavern, All Types of Liquor, Package, and Sunday Sales) to a Class TAP (Tavern, All Types of Liquor, and Package Sales) Liquor License. The Applicant had planned to purchase all assets and stock of Killarney's Irish Pub from Dublin Bay, LLC.

At the June 11, 2024, Liquor Commission meeting, Mady-K, LLC (Applicant) requested that the application on file be amended from Mady-K, LLC d/b/a Killarney's Irish Pub to Dublin Bay, LLC d/b/a Killarney's Irish Pub. The Applicant confirmed that the change in ownership presented in the application, as well as all other requests of the application, would remain the same. The Liquor Commission accepted the amendment to the application and positively recommended the change of ownership of Dublin Bay, LLC, d/b/a Killarney's Irish Pub, and the reduction in classification to a Class TAP Liquor License.



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	MADY-K-LLC DUBLIN BAY, LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	KILLARNEY'S Killarney's Irish Pub
Legal Entity Address <i>(including City, State, and Zip)</i>	9 Guildford Dr. Bourbonnais, IL. 60914
Legal Entity Phone Number	815-351-9585
Legal Entity Email Address	cotedylan4@gmail.com
Establishment Address including Zip	523 N Main St. Bloomington IL 61701
Establishment Phone Number	1-309-828-1186
Establishment Email Address	cotedylan4@gmail.com
*Email Address for <u>ALL</u> City Communications:	cotedylan4@gmail.com

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Dylan Cote	Bradley	IL	60915
Phone Number	Email Address		
	cotedylan4@gmail.com		

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

Name (First & Last)	City	State	Zip
Ken lundquist	Bourbonnais	IL	60914
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
Madalynn Camp	Bradley	IL	60915
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ Sole Proprietorship

☒ Limited Liability Company (LLC)

A copy of the Articles of Organization must be attached.

☐ Partnership (Date of Formation: _____)

☐ Corporation (Inc. or Corp.)

A copy of the Articles of Incorporation must be attached.

- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

- ☐ Yes ☒ No **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☐ N/A

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:
 - ☒ Yes ☐ No Are 21 years of age or older.
 - ☒ Yes ☐ No Are citizens of the United States.
 - ☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
 - ☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
 - ☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
 - 2A ☐ Yes ☒ No Are any of the persons listed under ownership a resident of McLean County?
 - 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☒ Yes ☐ No Is the premises for which the license is sought owned?
5A ☐ Yes ☒ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) tavern
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) TAP
3. ☐ Yes ☒ No Will the establishment offer Sunday Sales?
4. ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
5. ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: _____
Killarneys has been a bar for 30 Years, we wish to keep it that way
7. If approved, how would the liquor license benefit the City and its residents? _____
creates revenue and foot traffic downtown, allows for a place of fun and enjoyment
8. ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
Bands, and Live sporting events broadcasting on TV
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☐ Yes ☒ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
11. If approved, what license renewal billing cycle would be preferred? ☐ Annual ☒ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	closed	closed
Tuesday:	5pm	1am
Wednesday:	5pm	1am
Thursday:	5pm	1am
Friday:	4pm	2am
Saturday:	4pm	2am
Sunday:	closed	closed
2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Commercial, bars and restraunts
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
9am-5pm
 - 2B. Is the area predominately residential, are they single or multi-family homes?
Apartments above a few bars and restraunts
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
double wide lanes, one way, no parking restrictions.
4. How much additional traffic is expected to be generated with a liquor license? _____
200-500 People on average
5. Describe any and all on- and off-street parking: _____
There is street parking on both sides of main street and a parking lot across the street and behind the bar
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? -5-6 10



Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: _____
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☒ Yes ☐ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☒ Yes ☐ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☒ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☒ Yes ☐ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Dylan Cote

Part Owner

Name (Please Print)

Title

eSigned via SeamlessDocs.com
Dylan Cote
Key: 5145a77d2cb37259b675596e9445473
Signature

5/1/2024

Date

List of Owners (Liquor License Supplemental documents)

1. Dylan Cote, age [REDACTED]. Address [REDACTED]. Ownership 25%
2. Madalynn Camp, age [REDACTED]. Address [REDACTED].
Ownership 25%
3. Ken Lundquist, age [REDACTED]. Address [REDACTED] Ownership
50%

Leslie Yocum, City Clerk, spoke on behalf of Anthony Nelson, Director of Arts & Entertainment. Mrs. Yocum shared information about the event, based on an email from Mr. Nelson. She stated that alcohol would be sold inside the arena, but people would be allowed to leave with it outside and carry it across the street to the Butler Lot. She explained that the event would be held both inside the arena and on the Butler Lot, which was just north of the building. She mentioned that Front Street, which runs along the arena, would be closed and that there would be security on both ends of Front Street and in the Butler Lot to make sure no one left with alcoholic beverages. Mrs. Yocum also emailed Staff prior to the meeting to check if they had any questions or concerns, but none were expressed.

Commissioner Mwilambwe confirmed that there would be security and that the people drinking would be monitored. Ms. Yocum said yes.

Staff had no additional questions.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:12 p.m.

Commissioner Mwilambwe approved the Item as presented.

The following item was presented:

Item 5.B. Public Hearing and Action on an Application from Mady-K, LLC, d/b/a Killarney's Irish Pub, located at 523 N. Main St., Requesting Approval of a Change in Ownership and Reduction in Classification from a Class TAPS (Tavern, All Types of Liquor, Package, and Sunday Sales) to a Class TAP (Tavern, All Types of Liquor, and Package Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:13 p.m.

Dylan Cote, Co-Owner of Mady-K, LLC, after being sworn, addressed the Commission. Mr. Cote said they were requesting approval to transfer the liquor license from the current owner of Dublin Bay, LLC to themselves to continue operating the establishment, which had been in business for more than 25 years.

Madalynn Camp, Co-Owner of Mady-K, LLC, after being sworn, addressed the Commission. Ms. Camp said she graduated from Illinois State University and worked at the establishment with Mr. Fabrizio. She stated she would continue working there.

Commissioner Mwilambwe asked if the management would change. Ms. Camp noted that all employees would be the same with the addition of Dylan Cote.

Commissioner Mwilambwe asked if any employees serving liquor would be BASSET certified. Mr. Cote said most of the employees were BASSET certified but that all would be.

Commissioner Mwilambwe asked if the hours of operation would remain the same. Mr. Cote answered yes, and explained they were currently open Thursday through Saturday. He mentioned they would potentially add a day of operation on Tuesday or Wednesday.

Paul Williams, Asst. Police Chief, asked if food would be served. Mr. Cote said popcorn and frozen pizza would be served.

Commissioner Mwilambwe asked if there would be a change in the LLC. Mr. Cote said they were going to originally purchase the bar and form their own LLC, but instead of the change in ownership to the new LLC, they would like to modify their request to a change in ownership for Dublin Bay, LLC.

Mrs. Yocum wanted to clarify for the record that Mady-K, LLC was no longer asking for a change of ownership, but instead, the change in ownership was for Dublin Bay, LLC. Mr. Cote confirmed.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:17 p.m.

Commissioner Mwilambwe positively recommended the Item to Council as presented.

The following item was presented:

Item 5.C. Public Hearing and Action on an Application from Mauli, Inc., d/b/a Galaxy Liquor & Smoke, located at 2210 Cottage Ave., Unit B, Requesting Approval of the Creation of a Class PAS (Packaged Sales, All Types of Liquor, Sunday) Liquor License.

Commissioner Mwilambwe reported that, due to noticing concerns, Item 5.C. will appear at the July 9, 2024, Liquor Commission Meeting.

The following item was presented:

Item 5.D. Public Hearing and Action on an Application from R.J. Just, Inc., d/b/a Rob Dobs Restaurant & Bar, located at 801 N. Hershey Rd., Requesting Approval of a Redefinition of Premise for their Class RAPS (Restaurant, All Types of Alcohol, Package, and Sunday Sales) liquor license.

Commissioner Mwilambwe opened the Public Hearing at 4:18 p.m.

Robert Dobski, Owner of R.J. Just, Inc., after being sworn, addressed the Commission. Mr. Dobski had requested approval to expand the establishment's existing dining room to add another 50 seats.

Commissioner Mwilambwe asked if alcohol would be served in the additional seating. Mr. Dobski replied yes.

Commissioner Mwilambwe asked if more staff would be hired. Mr. Dobski said no and that the existing employees would work the additional hours.

Staff had no additional questions.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:21 p.m.

Commissioner Mwilambwe positively recommended the Item to Council as presented.

The following item was presented:

Item 5.E. Public Hearing and Action on an Application from WFR, LLC, d/b/a A & P Tap, located at 721 W. Chestnut St., Requesting Approval of the Creation of a Class TAPS (Tavern, All Types of Liquor, Packages Sales, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:22 p.m.

Jeff Roley, Owner Cof WFR, LLC, after being sworn, addressed the Commission. Mr. Roley mentioned that the previous owner, Ruth Roley, had recently passed away and the



REGULAR AGENDA ITEM NO. 9.A.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Intergovernmental Agreement Concerning the Proposed Downtown TIF (Tax Increment Financing) Redevelopment Project Area, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Intergovernmental Agreement be approved contingent on the approval of the 2024 Downtown TIF District.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

Objective 5e. More attractive city: commercial areas and neighborhoods

Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

BACKGROUND: Tax Increment Finance (TIF) consultant Peckham Guyton Albers & Viets (PGAV) completed the Redevelopment Plan for the proposed Downtown TIF District. The Redevelopment Plan found that the proposed district qualifies for a TIF District as a Conservation Area, where 79.9% of the buildings are over 35 years old, 93.4% of improved parcels were found to be deteriorated, utilities are inadequate, and the proposed area EAV has grown at a lower rate than the balance of the City in three (3) of the past five (5) years. The plan identifies objectives for the redevelopment of the proposed area. This includes, but is not limited to, the following: providing adequate infrastructure to alleviate blight; ensure safe conditions; enhance the efficiency of the infrastructure networks; enhance the tax base for all taxing bodies; and encourage and assist private investment and redevelopment.

At the first Joint Review Board meeting on June 3, 2024, Bloomington Public Schools District 87 (SD87) communicated their concerns about the proposed TIF. The main concern is additional students moving into the proposed area and the potential increased cost to the School District. Additional concerns included the current redevelopment agreement for the property located at 201 E. Front Street, and the amount of the TIF increment that would be used for the Downtown Streetscape and infrastructure projects.

The City worked with SD87 to agree on terms that were in accordance with the TIF Act and allayed the school districts concerns regarding the financing of additional students and limiting infrastructure spending. Major provisions include: 1.) Reevaluation of the TIF by the JRB in the 11th year, if the EAV has not increased by over \$5,000,000 during the first ten (10) years, then

the City will pay out 50% of the redevelopment plan fund annually to each taxing body; 2.) The City will work with SD87 in an effort to reimburse SD87 for the additional costs associated with new student growth for students residing in the Project Area; 3.) The City agrees to use no more than 20% of the increment for streetscape projects and no more than 20% of the increment for infrastructure projects unrelated to the streetscape projects; 4.) The City agrees to declare as surplus a certain percentage of the excess incremental property tax revenue generated within the Project Area for distribution to the taxing bodies for an amount starting at 5% at year five (5) to 55% in year 20 and back down to 50% in years 21-23 of the TIF; and 5.) On termination of the TIF, the City shall not use funds not otherwise designated for capital or infrastructure improvements and shall instead be designated as surplus funds, per the TIF Act. Additionally, the property located at 201 E. Front Street has been removed from the redevelopment area.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Intergovernmental Agreement includes provisions that include the rest of the Joint Review Board (JRB). Representatives from the impacted taxing districts convened three times as the JRB to discuss the proposed Downtown Redevelopment Project Area and ordinances. The JRB is comprised of the following voting members: Bloomington School District #87, McLean County, Heartland Community College, the City of Bloomington Township, a designated public member, and the City of Bloomington, as well as the following non-voting members: CIRA, BNWRD, and the Bloomington Library. The JRB was updated regarding the, at that time, drafted Intergovernmental Agreement at both the 2nd and 3rd JRB meeting.

FINANCIAL IMPACT: This agreement outlines the terms of use of the incremental funds generated by the Project Area. Provisions include: 1.) Reevaluation of the TIF by the JRB in the 11th year, if the EAV has not increased by over \$5,000,000 during the first ten (10) years, then the City will pay out 50% of the redevelopment plan fund annually to each taxing body; 2.) The City will work with SD87 in an effort to reimburse SD87 for the additional costs associated with new student growth for students residing in the Project Area; 3.) The City agrees to use no more than 20% of the increment for streetscape projects and no more than 20% of the increment for infrastructure projects unrelated to the streetscape projects; 4.) The City agrees to declare as surplus a certain percentage of the excess incremental property tax revenue generated within the Project Area for distribution to the taxing bodies for an amount starting at 5% at year five (5) to 55% in year 20 and back down to 50% in years 21-23 of the TIF; and 5.) On termination of the TIF, the City shall not use funds not otherwise designated for capital or infrastructure improvements and shall instead be designated as surplus funds, per the TIF Act.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-4 (Enhance the image of Bloomington as a business friendly community. ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City), Objectives ED-4.3 (Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments), ED-4.4 (Evaluate commercial land use needs in the context of changing economic trends), ED-4.5 (Identify and reduce barriers for local growth and economic development); Goal D-1 (Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all), Objectives D-1.1 (Strengthen business recruitment and retention activities), D-1.2 (Pursue catalyst projects that can serve as additional Downtown anchors), D-1.4 (Develop a wide variety of Downtown housing options); Goal D-2 (Market and

promote the unique brand and image of Downtown Bloomington), Objective D-2.1 (Identify and designate gateways to Downtown); and Goal D-6 (Reinforce the connections between Downtown and adjacent neighborhoods), Objectives D-6.1 (Encourage development on sites that will link Downtown with surrounding neighborhoods), D-6.3 (Pursue public-private development opportunities with major employers seeking employee housing near offices). TIF Districts are a recommended tool in the “Economic Development Incentives Toolkit” detailed on page 97 of the City’s Comprehensive Plan 2035.

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:

[E&CD 2B TIF Intergovernmental Agreement](#)

INTERGOVERNMENTAL AGREEMENT CONCERNING THE PROPOSED DOWNTOWN TIF REDEVELOPMENT PROJECT AREA

This Intergovernmental Agreement is entered into as of the _____ day of _____, 2024, by and between the following parties: the City of Bloomington, McLean County, Illinois (“*City*”) and the Board of Education of Bloomington Public Schools District 87, an Illinois school district (“*District 87*”).

WHEREAS, each of the parties has the authority to enter into this Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, pursuant to Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 5), and pursuant to the statutory contracting power of each party; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*) (the “*TIF Act*”), the City is contemplating the adoption of ordinances approving a tax increment redevelopment plan and redevelopment project (the “*Redevelopment Plan*”), designating a tax increment redevelopment project area located within the boundaries of the City and also located in whole within the boundaries of District 87, such area known as the “Downtown TIF Redevelopment Project Area” (sometimes referred to herein as the “*Project Area*”), and adopting tax increment financing for the Project Area; and

WHEREAS, the City and District 87 desire to work together in order to incentivize private investment in the community; redevelop underutilized real estate in the City and District 87; enhance the tax base of the City and District 87; and add to the welfare and prosperity of the City and District 87; and

WHEREAS, the City favors economic development that can be incentivized through the adoption of the TIF Act for the Project Area; and

WHEREAS, District 87 does not prefer the use of the TIF Act for the Project Area and does not believe the Redevelopment Plan and Project Area are in compliance with the City’s Resolution 2018-45; and

WHEREAS, the City acknowledges that an increase in the number of primary and secondary school students residing within the Project Area will increase the financial impact on District 87 during the life of the Redevelopment Plan; and

WHEREAS, certain property located at 102 South East Street and identified by Property Index Number 21-04-345-005 (the “*Subject Property*”) is located within the Project Area; and

WHEREAS, the Subject Property currently benefits from an economic incentive through tax abatement by District 87 and the City.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. DEFINITIONS.

As used herein, unless the context indicates otherwise, or unless specifically defined otherwise, the following terms shall be accorded the following meanings:

1.1 TIF Act. The Tax Increment Allocation Redevelopment Act of Illinois, (65 ILCS 5/11-74.4-1 *et seq.*) as amended, and as it may hereafter be amended from time to time.

1.2 Project Area. That portion of the City designated as the Downtown TIF Redevelopment Project Area in the May 2024 draft TIF Redevelopment Plan and Project prepared for the City by PGAV (“*draft plan*”), and as may be modified consistent with this Agreement.

1.3 Incremental Taxes. The amount in the STAF, as hereinafter defined, equal to the amount of ad valorem taxes, if any, paid in respect of the Project Area and its improvements which is attributable to the increase in the equalized assessed value of the Project Area and its improvements over the initial equalized assessed value of the Project Area as of the date of adoption of the TIF Act.

1.4 Special Tax Allocation Fund ("STAF"). The special tax allocation fund, as that term is used in the TIF Act as the special fund established by the City into which all Incremental Taxes generated from the Project Area must be deposited pursuant to Section 11-74.4-8(b).

1.5 Joint Review Board. Under the TIF Act, the City is required to hold annual meetings of a "Joint Review Board" to review the effectiveness of the Project Area up to that date. The Joint Review Board is composed of representatives of the following taxing districts, pursuant to Section 11-74.4-5(b): any community college district, local elementary, high school or community unit school district, park district, library district, fire protection district, township and county that have the authority to directly levy taxes on the property within the Project Area.

1.6 Taxing Bodies. Collectively, all taxing districts that have the authority to directly levy taxes on the property within the Project Area.

2. OBLIGATIONS OF DISTRICT 87.

2.1 Restraint from Challenge. In reliance upon information provided them by the City, and in consideration of the mutual promises contained herein, District 87 shall refrain from initiating, joining, or financially supporting any effort to defeat or challenge the City's actions to create the Project Area or implement the terms of the Redevelopment Plan. Further, District 87 waives the right to challenge, or to cooperate with any other taxing district to challenge, the City's actions to create the Project Area.

3. OBLIGATIONS OF THE CITY OF BLOOMINGTON.

3.1 The City shall amend the Redevelopment Plan to remove the Subject Property from the proposed Project Area.

3.2 Re-Evaluation Requirement. The City and District 87 (hereinafter referred to as the "Parties") agree to conduct a comprehensive re-evaluation of the Redevelopment Plan and the Project Area along with the other members of the "Joint Review Board" in the 11th year following the adoption of tax increment financing.

3.2.1. Evaluation Criteria. The re-evaluation shall assess the following criteria to determine the effectiveness of the Project Area: (i) economic impact on the community, including job creation and retention; (ii) incremental property tax revenue generated within the Project Area; (iii) progress towards the redevelopment objectives outlined in the Redevelopment Plan; and (iv) any other metrics deemed relevant by the Joint Review Board.

3.2.2. Re-Evaluation Process. The re-evaluation process shall include: (i) collection and analysis of relevant data; and (ii) a joint review of the relevant data by the members of the Joint Review Board.

3.2.3. Determination and Good Faith Obligation.

A. **Determination of Effectiveness.** Based on the re-evaluation, the Joint Review Board shall determine whether the Project Area is achieving the intended goals and objectives pursuant to the Redevelopment Plan.

- B. Finding of Ineffectiveness. If the re-evaluation determines that the Project Area is not working effectively, the members of the Joint Review Board shall: (i) document the specific areas where the Project Area is failing to meet expectations; and (ii) identify potential modifications or corrective actions that could improve the Project Area's performance.
- C. Modification to the Redevelopment Plan. Should the Project Area be determined by the Joint Review Board to be ineffective, the Parties commit to working in good faith to determine whether any modifications to the Redevelopment Plan would be beneficial to the Taxing Bodies. Such modifications shall be made at the sole discretion of the City, with the advice of the Joint Review Board. Potential modifications may include, but are not limited to: (i) reducing the boundaries of the Project Area; and (ii) amending the Redevelopment Plan to better align with current economic conditions and community needs.
- D. In the event the equalized assessed value of the Project Area has not increased by over \$5,000,000.00 during the first ten (10) years of the Redevelopment Plan, the Incremental Tax that is attributable to each taxing district (including District 87) that is used to fund the Redevelopment Plan shall be reduced from 100% annually to 50% annually starting with the eleventh year of the Redevelopment Plan. In that event, each taxing district will annually receive a payment from the STAF in the amount of 50% of its respective share of the Incremental Taxes.

3.2.4. Timely Action: The Parties shall endeavor to complete the re-evaluation and any desired modifications within a reasonable timeframe, not to exceed six (6) months from the commencement of the re-evaluation process.

3.2.5. Documentation and Reporting.

- A. Report. Upon completion of the re-evaluation, a detailed report shall be prepared, summarizing the findings, determinations, and any agreed-upon modifications.
- B. Public Availability. The final report shall be made publicly available.

3.3 In the event new student growth within District 87 results in an increase in the number of students residing in the Project Area that attend any District 87 school during the Redevelopment Plan, the City and District 87 agree to work together in an effort to reimburse District 87 for the additional costs District 87 incurs as a result of the additional students.

3.4 The City agrees to use no more than 20% (twenty percent) of the Incremental Taxes in total over the life of the Redevelopment Plan for streetscape projects. The City agrees to use no more than 20% (twenty percent) of the Incremental Taxes in total over the life of the Redevelopment Plan for other infrastructure projects unrelated to streetscape projects, such as the repair, replacement or construction of streets, sidewalks, sewers, water mains, parking areas and greenspace, that is not directly related to an incentivized private investment redevelopment project within the Project Area. Should the City anticipate the need to use more than 20% (twenty percent) of the Incremental Taxes for streetscape projects, or more than 20% (twenty percent) of the Incremental Taxes for infrastructure projects, the City shall bring a proposal to increase the percentage allowed during an annual meeting of the Joint Review Board, where the City shall be required to secure approval of the proposed increase from the majority of those members of the Joint Review Board who are present at the meeting.

3.5 The City agrees to declare as surplus a certain percentage of the excess incremental property tax revenue generated within the Project Area for distribution to the Taxing Bodies, including the School District, pursuant to the below schedule. Any surplus declared is limited to funds available in the STAF at the time a surplus is declared, and in no event shall the City declare as surplus any funds that have been pledged to a redevelopment project in the Project Area. The distribution of surplus funds shall occur through the process outlined in the TIF Act and shall only occur during the life of the Redevelopment Plan.

SURPLUS PAYMENT SCHEDULE	
Redevelopment Plan Year	Percentage to be declared Surplus
Year 5 of the Redevelopment Plan	5% (five percent)
Year 10 of the Redevelopment Plan	5% (five percent)
Years 11-14 of the Redevelopment Plan	10% (ten percent)
Year 15 of the Redevelopment Plan	30% (thirty percent)
Years 16-19 of the Redevelopment Plan	25% (twenty five percent)
Year 20 of the Redevelopment Plan	55% (fifty-five percent)
Years 21-23 of the Redevelopment Plan	50% (fifty percent)

3.6 Upon termination of the Project Area, the City shall not use any funds that are not otherwise designated for payment and securing of obligations and anticipated redevelopment project costs for capital or infrastructure improvements. Any monies not required, pledged, earmarked, or otherwise designated for payment and securing of the obligations and anticipated redevelopment project costs upon the termination of the Project Area shall be designated as “surplus funds” and shall be distributed to the Taxing Bodies, including, but not limited to, District 87, in accordance with the procedures set forth in Section 11-74.4-7 of the TIF Act.

4. Miscellaneous Provisions.

4.1 Authority. Each party warrants to the others that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the others that execution, delivery, and performance of this Agreement do not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the other party that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

4.2 Term. The parties’ obligations under this Agreement shall cease upon the termination and final disposition of revenues of the Project Area.

4.3 Binding Effect. This Agreement shall be binding on the parties and their respective successors. It may not be assigned.

4.4 Further Acts. Each party shall, at the request and expense of the other, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the true intent and meaning of this Agreement.

4.5 Governing Law. This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of the State of Illinois.

4.6 Waivers and Modifications. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and

then shall be effective only in the specific instance and for the purpose given. This Agreement shall not in any other way be modified except in writing signed by all parties.

4.7 Notices. Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, as follows:

If to the City:

Jeff Jurgens
City Manager
City of Bloomington
115 E. Washington St.
Bloomington, IL 61701

If to District 87:

David Mouser
Superintendent
Bloomington School District 87
300 E. Monroe Street
Bloomington, IL 61701

4.8 Entire Agreement. This Agreement expresses the complete and final understanding of the parties with respect to its subject matter.

4.9 Execution. This Agreement may be executed in duplicate counterparts, each of which shall be as effective as the others upon approval and execution by all parties.

4.10 Enforcement of Agreement. Each of the parties retains the right to bring an action to enforce this agreement.

4.11 Resolution 2018-45. In the event the Redevelopment Plan, the Project Area and/or this Agreement are not in full compliance with the City's Resolution 2018-45, the Redevelopment Plan, the Project Area and this Agreement shall have no precedential value as to the interpretation of the City's Resolution 2018-45 in the future and the City's Resolution 2018-45 shall remain in full force and effect as to any and all future TIF related projects within the City and District 87.

4.12 Recitals. The parties agree that the recitals set forth above are true and correct in all material respects and are hereby incorporated as a material part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on or before _____, 2024.

City of Bloomington,
an Illinois Municipal Corporation

Mayor Mboka Mwilambwe

Attest:

Leslie Smith-Yocum, City Clerk

Board of Education Bloomington
Public School District 87

Its President

Attest:

Secretary



REGULAR AGENDA ITEM NO. 9.B.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Terminating the Downtown - Southwest TIF District, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 3c. Revitalization of older commercial homes

Objective 5e. More attractive city: commercial areas and neighborhoods

Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

BACKGROUND: On October 24, 2016, the City Council established the Downtown - Southwest TIF District which includes commercial properties along Madison Street and Washington Street in downtown Bloomington. The District was created to assist with the redevelopment of older and vacant properties, such as the Front & Center building and the People's Bank building. Currently, the City is proposing the establishment of a Downtown TIF District, which boundaries encompass the existing Downtown-Southwest TIF District. The termination of this District will allow for the properties currently within the Downtown-Southwest TIF District to be included in the new proposed Downtown TIF District. This will provide additional opportunity for those properties to be redeveloped and additional time for tax increment financing to be considered as an incentive for these redevelopments.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Representatives from the impacted taxing districts convened three times as the Joint Review Board ("JRB") to discuss the proposed Downtown Redevelopment Project Area and ordinances, including the termination of the Downtown-Southwest TIF District. The JRB is comprised of the following voting members: Bloomington School District #87, McLean County, Heartland Community College, the City of Bloomington Township, a designated public member, and the City of Bloomington, as well as the following non-voting members: Central Illinois Regional Airport (CIRA), Bloomington-Normal Water Reclamation District (BNWRD), and the Bloomington Library. The first JRB meeting was held on June 3, 2024, and was continued to June 20, 2024. The final JRB meeting occurred on July 1, 2024. The Joint Review Board voted to recommend that the City Council approve the Redevelopment Plan and Project, adopt an ordinance terminating the Downtown Southwest TIF District, and adopt the three ordinances that would establish the proposed Downtown Redevelopment Project Area (5 voted in favor,

and 1 abstained).

FINANCIAL IMPACT: If the ordinance terminating the Downtown SW TIF District is approved, the TIF's financials will be closed out. When the TIF was created, cash had been advanced by the General Fund and Capital Improvement Fund to cover initial TIF area improvements. This is reflected on the TIF's financials as payables to those funds; with receivables on those funds respectively. If approved, these payables / receivables will be reversed. It is projected that this will be approximately 103K for each the General and Capital Improvement Funds. Stakeholders can locate information on the Downtown SW TIF District in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 49 through 52.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-4 (Enhance the image of Bloomington as a business friendly community), Objectives ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), ED-4.3 (Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments), ED-4.4 (Evaluate commercial land use needs in the context of changing economic trends), ED-4.5 (Identify and reduce barriers for local growth and economic development); Goal D-1 (Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all), Objectives D-1.1 (Strengthen business recruitment and retention activities), D-1.2 (Pursue catalyst projects that can serve as additional Downtown anchors), D-1.4 (Develop a wide variety of Downtown housing options); Goal D-2 (Market and promote the unique brand and image of Downtown Bloomington), Objective D-2.1 (Identify and designate gateways to Downtown); and Goal D-6 (Reinforce the connections between Downtown and adjacent neighborhoods), Objectives D-6.1 (Encourage development on sites that will link Downtown with surrounding neighborhoods), D-6.3 (Pursue public-private development opportunities with major employers seeking employee housing near offices). TIF Districts are a recommended tool in the "Economic Development Incentives Toolkit" detailed on page 97 of the City's Comprehensive Plan 2035.

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:

[E&CD 3B Ordinance -Terminating Downtown Southwest TIF](#)
[E&CD 3C Joint Review Board Recommendation](#)

ORDINANCE NO. 2024 - _____

AN ORDINANCE TERMINATING THE DOWNTOWN - SOUTHWEST TIF DISTRICT

WHEREAS, the City of Bloomington, McLean County, Illinois (the “City”), is a duly organized and validly existing home rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1 *et seq.*, as from time to time amended (the “TIF Act”), the Mayor and City Council (the “Corporate Authorities”) are empowered to undertake the development or redevelopment of a designated area within the municipal boundaries of the City in which existing conditions permit such area to be classified as a “blighted area” or a “conservation area” as defined in the TIF Act; and,

WHEREAS, the Corporate Authorities, pursuant to Ordinance No. 2016-114, passed on October 24, 2016, did heretofore approve a redevelopment plan and redevelopment project; pursuant to Ordinance No. 2016-115, passed on October 24, 2016, designated a “redevelopment project area” known as the Downtown - Southwest TIF District (the “TIF District”); and, pursuant to Ordinance No. 2016-116, passed on October 24, 2016, adopted tax increment allocation financing for the TIF District, all in accordance with the TIF Act; and,

WHEREAS, the Corporate Authorities have heretofore and hereby expressly determined that it is desirable and in the best interests of the City and taxing districts having jurisdiction over the TIF District, as legally described on *Exhibit A* and depicted on *Exhibit B* attached hereto, be terminated.

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

SECTION 1. The Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true and correct and do hereby incorporate them into this Ordinance by this reference.

SECTION 2. Designation of the Downtown - Southwest TIF District Deemed Terminated. As of July 22, 2024, the designation of the Downtown - Southwest TIF District is hereby terminated.

SECTION 3. Repealer. All ordinances, resolutions, orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 4. Effective Date. That this Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

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

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

PASSED this 22nd day of July 2024.

APPROVED this ____ day of July 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

Legal Description Downtown-Southwest Redevelopment Project Area

A part of the SW¼ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the north right of way line of West Washington Street and the east right of way line of North Center Street, being the southwest corner of Lot 40 in the Original Town of Bloomington; thence South on the east right of way line of said North Center Street and the southerly extension thereof to the south right of way line of West Front Street; thence West on the south right of way line of said West Front Street to the point of intersection with the southerly extension of the west line of Parcel 3 as described in a Trustee's Deed recorded as Document No. 2015-15491 in the McLean County Recorder of Deeds Office; thence North on said southerly extension, the west line of said Parcel 3 and the northerly extension thereof to the north right of way line of said West Washington Street; thence East on said north right of way line to the Point of Beginning.

Exhibit B

Redevelopment Project Area Boundary

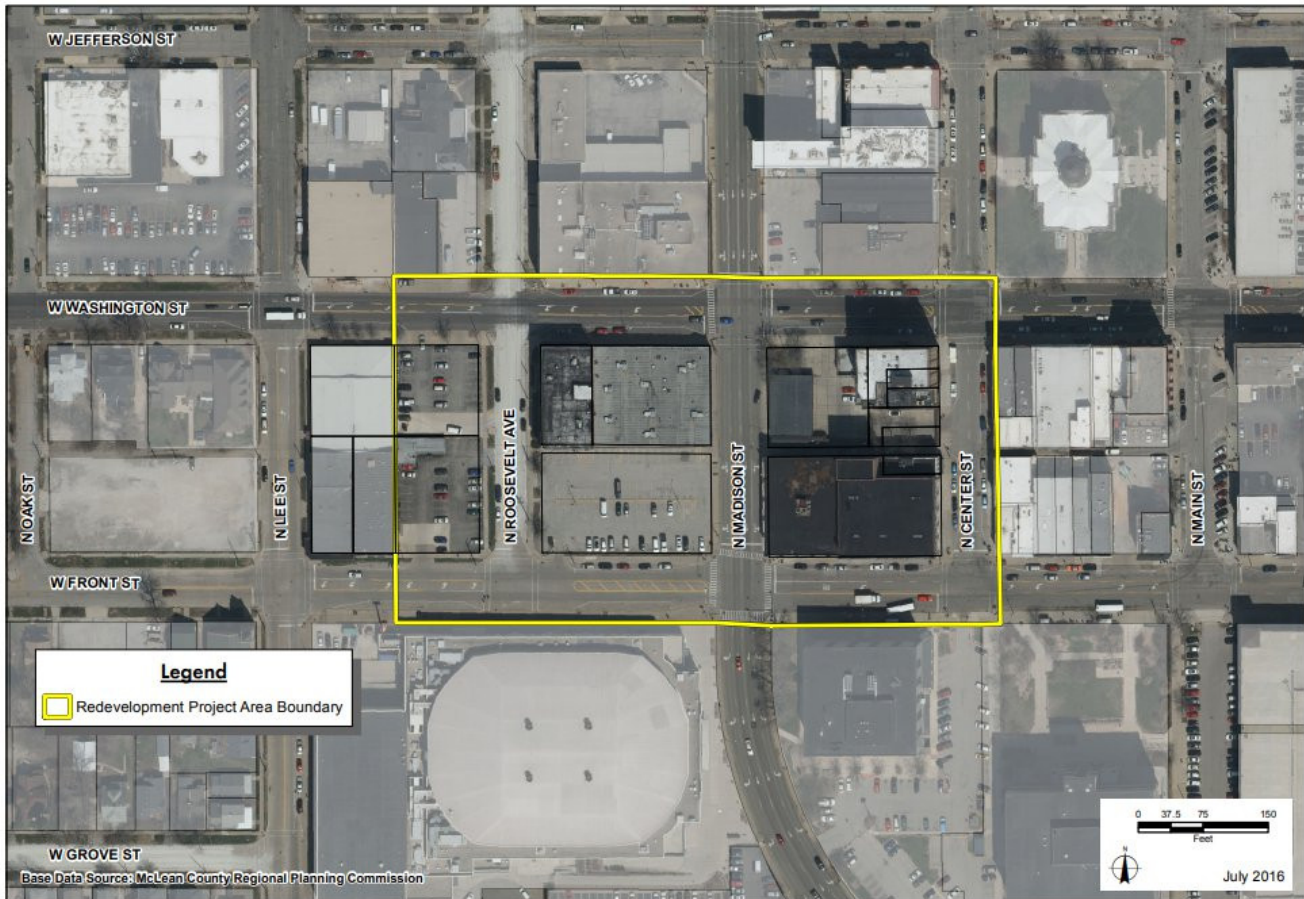


Exhibit A - Redevelopment Project Area Boundary

Downtown-Southwest Redevelopment Project Area

PCAV PLANNERS



Joint Review Board Recommendation

On July 1, 2024 the Joint Review Board voted to recommend that the City Council approve the Redevelopment Plan and Project, adopt an ordinance terminating the Downtown Southwest TIF District, and adopt the three ordinances that would establish the proposed Downtown Redevelopment Project Area (five voted in favor, and one abstained).

The impacted taxing districts were provided with a copy of the Redevelopment Plan. Representatives from the impacted taxing districts convened three times as the Joint Review Board (JRB) to discuss the proposed Downtown Redevelopment Project Area and ordinances. The first JRB meeting was held on June 3, 2024, and was continued to June 20, 2024. The final JRB meeting occurred on July 1, 2024.

The JRB is comprised of the following voting members: Bloomington School District #87, McLean County, Heartland Community College, the City of Bloomington Township, a designated public member, and the City of Bloomington, as well as the following non-voting members: CIRA, BNWRD, and the Bloomington Library.

Meeting Minutes from each of the JRB meetings are below:

MEETING MINUTES JOINT REVIEW BOARD MEETING REDEVELOPMENT PLAN & PROJECT FOR DOWNTOWN TIF REDEVELOPMENT PROJECT AREA CITY OF BLOOMINGTON, ILLINOIS

6/3/2024 at Government Center Boardroom 4th Floor, 115 E Washington Street, Bloomington,
IL 61701

Persons in Attendance:

Voting Members: Melissa Hon (City of Bloomington), Noah Lamb (Heartland Community College), Anthony Grant (McLean County), Deb Skillrud (Bloomington Township), Mike Cornale (SD87), Tim Tilton (Public Member)

Non-Voting Members: Derek Snyder (CIRA), Tim Ervin (BNWRD)

Other: Adam Stroud (PGAV), Megan Lamb (City of Bloomington Legal Counsel), Jeff Jurgens (City of Bloomington), Ellen Robertson (City of Bloomington), Billy Tyus (City of Bloomington), Samantha Mlot (City of Bloomington), John Pratt (SD87 Legal Counsel)

Meeting started at 9:10 a.m.

1. Mayor or designee convenes meeting of the Joint Review Board.
 - Adam Stroud appointed Melissa Hon as the designee.
 - Melissa Hon made opening remarks about the changes in development and increases in costs of labor and building materials. Cost-prohibitive development, etc.
2. Roll call of taxing district representatives.
 - Samantha Mlot led roll call
3. Board appoints person to take minutes of meeting.
 - Samantha Mlot was appointed to take minutes
First: Meissa Hon
Seconded Jon Pratt
4. Board selects Public Member to serve on Joint Review Board.
 - Tim Tilton was appointed as the Public Member
First: Deb Skillrud
Second: Mike Cornale
5. Board selects Chairperson for Joint Review Board.
 - Melissa Hon was selected as Chairperson
First: Deb Skillrud
Seconded: Noah Lamb
6. Review Responsibilities of Joint Review Board.
 - Adam Stroud gave an overview of the JRB meeting.
 - John Pratt asked if meetings could be adjourned if people weren't ready to meet based on the amount of materials received at the time of the meeting.
 - Adam Stroud asked if the other materials had previously been sent out. Ellen Robertson responded "Yes"
7. Presentation regarding the proposed TIF area and the Redevelopment Plan and proposed ordinances.
 - Adam Stroud explained the difference between a conservation area and a blighted area in a TIF
 - Adam Stroud asked if there were any questions about the boundaries on page 2- from the voting and non-voting members and there were none.
 - Deb Skillrud asked why we stopped at the railroad tracks instead of moving forward to the old YMCA and Home Sweet Home Ministries, and the current tent encampment.
 - Melissa Hon responded that the properties would be non-profit and non-tax generating developments and that when the TIF study began the landscape of that area was not what it is now.
 - John Pratt asked Adam Stroud to clarify the stat that 93.4% of buildings have deterioration. Adam Stroud clarified how they identify what deterioration looks like and how they quantify that when looking at the façade of the buildings and the area.
 - John Pratt asked when the map on Page 14 was completed, and Adam Stroud answered that they started fieldwork in 2023 and that an area of this size is ever-changing.

- Public Member, Tim Tilton, mentioned that the property he owns shows on the map that his building that is fully occupied is “deteriorated” and he wants to know what that means. Adam Stroud mentioned that he didn’t do the site work and this could have just been a deteriorated sidewalk but that he will find out.
- Downtown SW TIF has been absorbed by the Potential Downtown TIF
- Adam Stroud mentioned that the TIF Budget on Page 20 is an educated guess based off their expert experience.
 - John Pratt asked “The city wouldn’t be doing any of that work (on page 20) if that money wasn’t available”
 - Melissa answered that the City is also looking into other avenues such as grants and without lobbyists as will take some time for the increment to accrue.
 - John Pratt asked if there are private projects pending and if we would be talking about those today. Melissa said that we would not be talking about those specifically today. Adam Stroud corrected that the budget on page 20 does speak to some of those private projects.
 - John Pratt asked if these private developments would be similar to the C II East project.
 - Melissa indicated that they would not be.
 - Mike Cornale asked if these projects would be infrastructure or for physical buildings.
- Adam Stroud spoke to the amount of time a TIF can be enacted. The initial time-period is 23 years and it can be modified to add an additional 12 years.
 - John Pratt asked if there have been modification documents made available in terms of the extensions mentioned. He also spoke to the size of the area and how the EAV and scope of the area doesn’t fit the normal TIF model in his opinion. He indicated that he thought it best to make the full timeline concurrent with the development of the TIF.
- Deb Skillrud wanted it on the record that PIN associated with listed values 273 & 274 in the appendix of the plan are unresolved issues with the Township and the City. The Title currently shows the City but it should show the parcels are owned Township.
- Tim Ervin asked if there was a way to have any of these private agreements ready to go on day 1 to have the increment available.
 - Megan answered the question as to how to increment in accrued.
- Derek Snyder asked what happens if a building owner doesn’t invest in their buildings and they are in the TIF
 - Megan Lamb responded with what the incentive is to a property owner to use TIF to improve their building when using TIF dollars.
 - Derek asked what qualifies as an incentive project
 - Adam Stroud and Melissa Hon answered regarding the city’s but/for process. Billy Tyus mentioned what is and is not a TIF-eligible expense.
- Jeff Jurgens asked if it was automatic by statute to reimburse the school districts to offset for any school children that could be moving into a TIF District when residential is being developed in a TIF

- This needs to be assessed annually because the schools have the enrollment numbers.
- Jeff Jurgens mentioned that he would like to see some development across from the Arena and that we would like to see some sort of hotel, sports bar, etc.
- Mike Cornale spoke to the C II East RDA and mentioned that they took on the burden of locking in the tax abatement and asked if they would be frozen with the TIF.
 - Adam Stroud said he would look into this but that this would likely be captured with the Base EAV.
 - Mike Cornale asked if we could carve this out so they could still get their tax increment at the end of their term as the life of the new TIF would be longer than the current RDA.
 - John Pratt mentioned that in his opinion the previous TIF didn't work, and he stated the School district has participated in all of them and that we need projects to make it work.
 - Melissa Hon mentioned that we have projects that are on the line that require incentives and they will walk away if we don't have the tools.
 - John Pratt disagreed with Melissa Hon's statements and suggested that he isn't going to argue but that District 87 is always going to be willing to participate in RDA but with a TIF they don't get a say.
 - Deb Skillrud asked why we have to do a 23-year TIF and suggested that maybe we do a shorter TIF.
 - Jeff asked if we can put something in the plan that says what happens to the funds that go back proportionally to the taxing bodies. Adam Stroud suggested that we not promise a specific amount.
- Megan Lamb explained the Ordinances.
 - Ordinance terminating Downtown SW TIF District
 - Ordinance approving the Downtown TIF Redevelopment Project Area Plan and Project
 - Ordinance Designating Proposed Downtown TIF Redevelopment Project Area, A Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act
 - Ordinance Adopting TIF Allocation Tax Increment Allocation Financing For the Downtown Redevelopment Project Area

8. Discussion and recommendation of the Joint Review Board to the City Council.

- John Pratt made the statement that he will participate in a discussion but that SD87 will not be able to vote until they discuss at their board meeting.
- John Pratt asked if we should adjourn the meeting.
- Anthony Grant asked if we would need to carve out C II East
 - Billy Tyus mentioned that we would ensure this would be made right.
- Anthony Grant asked about the dates in the packet and if those would affect the projects in the pipeline.
 - Melissa Hon said it would be up to those developers.
 - Adam Stroud said it would be up to how quickly we can readjourn.
- Mike Cornale state that D87 Board meeting is 6/12.

- Jeff Jurgens asked again if the remaining increment could be designated to the taxing bodies and that language can be changed in the TIF plan. Adam Stroud mentioned that as long as none of these things are changed after the Public Hearing then we would be good.
 - We will change this language; we can remove C II East. Potentially other items as the school district reviews.
- John Pratt also mentioned that SD87 was not in favor of the Washington Senior Housing Redevelopment Agreement's use of TIF/agreement.
- John Pratt mentioned that he hasn't had a chance to review the details of the ordinances, agreements, and plans.
- **Motion to a continuation to a date to be determined:**
First: John Pratt
Second: Anthony Grant

9. Public comment

- No members of the public were present to make comment.

10. Adjourn Joint Review Board meeting.

First: John Pratt

Second: Deb Skillrud

Megan Lamb noted that we must reconvene within 30 days per TIF Statute.

Meeting Adjourned: 10:29 a.m.

MEETING MINUTES
JOINT REVIEW BOARD MEETING
REDEVELOPMENT PLAN & PROJECT
FOR DOWNTOWN TIF REDEVELOPMENT PROJECT AREA
CITY OF BLOOMINGTON, ILLINOIS

6/20/2024 at Government Center Boardroom 4th Floor, 115 E Washington Street, Bloomington, IL 61701

Persons in attendance:

Voting: Melissa Hon (City of Bloomington), Cathy Dreyer (McLean County), Mike Cornale, (SD87), Keith Cornille (Heartland Community College), Tim Tilton (Public Member)

Non-Voting: Tim Ervin (BNWRD), Derek Snyder (CIRA),

Other: Jeff Jurgens (City of Bloomington), Billy Tyus (City of Bloomington), Ellen Robertson (City of Bloomington), Samantha Mlot (City of Bloomington), Adam Stroud (PGAV), Megan

Lamb (City of Bloomington Legal Counsel), Elizabeth Megli (BNWRD Legal Counsel), John Pratt (SD87 Legal Counsel)

Meeting started at 9:14 a.m.

1. Mayor or designee convenes meeting of the Joint Review Board.
 - Melissa Hon, City of Bloomington designee opened the meeting at 9:14 a.m.
2. Roll call of taxing district representatives.
 - Ellen Robertson took the roll call.
3. Public comment
 - Ruth Haney: "I'm here in favor of the TIF of the downtown". Ruth and her husband received TIF funds in 2014 when they bought a building in the Downtown. When they purchased the building, taxes were quite low. She is now paying \$28K in taxes as opposed to the amount that she paid when her taxes were frozen during the TIF.
 - Andy Kaufman: "On behalf of the Chamber CEO Council, thank you for what you are doing here. We have spoken out positively on behalf of Downtown Streetscape and Economic Development. We are for the downtown and mechanisms that promote the downtown. What We can't do is say we are for the TIF because we haven't had a chance to discuss the TIF with our businesses."
 - i. "Now I will put on my hat as a developer who has worked with the City on a redevelopment plan with incentives and what I can say is that frankly without a TIF, projects like the Northwest Mutual Building won't move forward without standardized incentives. I, Andy Kaufman support TIF."
 - Bobby Varicella: "I own and renovate buildings downtown. A TIF is needed in Downtown. Sometimes incentives can take up to a year to get approved and when you are trying to get a deal put together while you are trying to buy a building, people won't wait around while you are waiting to see if you get an incentive."
 - i. "I am also here to speak on behalf of Fred Wollrab and he is in support of the TIF I think if you guys would support the TIF this would bring more local and more commercial and more box type and chain businesses in downtown and those are needed."
 - Darrell Hartweg: "I am the owner of the Illinois House. In 1977 my partners and I were looking for office space and we came to the Illinois House and built out a space and someone suggested we buy the building. The building has 7,500 commercial office spaces. The total amount of borrowing that we did on the TIF at the time of our renovation of the Illinois House 20 years ago was roughly \$600,000. I think that without the TIF the project may have worked out, but it made it a lot easier with the TIF."
4. The board appoints person to take minutes of meeting.
 - Melissa Hon Made a motion for Samantha Mlot to take the minutes.
 - First: Keith Cornille
 - Second: Mike Cornale
5. Review and approval of minutes from previous meeting.

- No comments.
- First: Mike Cornale
- Second: Derek Snyder
- 6. Review Responsibilities of Joint Review Board.
 - No comments.
 - First: Keith Cornille
 - Second: Mike Cornale
- 7. Presentation regarding proposed TIF area and the Redevelopment Plan and proposed ordinances.
 - Melissa Hon reviewed the changes of the Draft Redevelopment Plan. Including:
 - i. Removing the Northwestern Mutual Building
 - Melissa Hon provided information on the Draft Intergovernmental Agreement
 - i. Redistribution of the surplus to the taxing bodies.
 - ii. City Manager addressed the Streetscape and how the TIF Revenue would not be the only source of funding.
 - iii. There will be a 5-year plan review. At every 5th JRB meeting the surplus will be reviewed.
 - iv. Megan Lamb spoke to the legal language within the IGA and that she and John Pratt would be making changes to the IGA to make sure it aligns with the TIF Act.
- 8. Discussion and recommendation of the Joint Review Board to the City Council.
 - John Pratt: Thank you to the presenters today, we have worked with all of you very well. With all due respect to Mrs. Haney, I believe the project you spoke of was an abatement project. I believe we have worked very well and very quickly, so I don't know what projects have taken more than a year. We are working with Megan on the Intergovernmental Agreement.
 - i. We would ask that we reconvene this meeting after we see the IGA in its final form. We would like to be supportive of this project if we can get these parameters in place in a timely manner.
 - Keith Cornille: John what does timely mean to you?
 - Megan Lamb: The JRB needs to meet and be finalized within 30 days so we would need to have this by July 2nd.
 - Jeff Jurgens: John, is there anything that is not in here that the school district is asking?
 - John Pratt: I think those were covered today. I respectfully disagree that they have been covered to the degree that we need them to be covered but I agree that they are in there.
 - Jeff Jurgens: Could we just make a vote today?
 - Megan Lamb: Once you make a vote, that's your recommendation to the City Council. It sounds like John would like to reconvene on July 1st or 2nd.
 - Tim Ervin: What happens if we meet on July 2nd and there is still no vote?
 - John Pratt: That resolution from 2018, do all the members have their notes back to the City Manager on that?
 - Melissa Hon: All JRB members received the resolution on May 31st via email.

- Jeff Jurgens and John Pratt: Additional cross-discussions overlapping one another.
 - Keith Cornille: To the School District, I am trying to understand the amount of revenue that would be generated from this new district.
 - Adam Stroud: The School District tax is roughly 64% of the total tax bill. This would be around \$23.9 Million in base EAV.
 - Mike Cornale: The TIF area is around 3% of the School Districts total EAV.
 - Adam Stroud: So the School District will keep receiving the 3% of EAV each year as that is the base value of the TIF.
 - Billy Tyus and Mike Cornale: Discuss the school district EAV. Cross-discussions, overlapping one another.
 - Mike Cornale: I would just like to add, that we would really like to get to a point where we can support this. We just need to get to a point where we feel comfortable.
 - Melissa Hon: We have a motion on the floor to continue the meeting on July 1st at 9:00am.
 - First: John Pratt
 - Second: Derek Snyder
9. Meeting Adjourned
- Motion to Adjourned by Melissa Hon
 - First: Mike Cornale
 - Second: Tim Tilton

Meeting Adjourned at 9:53 a.m.

DRAFT MEETING MINUTES
JOINT REVIEW BOARD MEETING
REDEVELOPMENT PLAN & PROJECT
FOR DOWNTOWN TIF REDEVELOPMENT PROJECT AREA
CITY OF BLOOMINGTON, ILLINOIS

7/1/2024 at Government Center Boardroom 4th Floor, 115 E Washington Street, Bloomington, IL 61701

Persons in Attendance:

Voting: Melissa Hon (City of Bloomington), Deb Skillrud (City of Bloomington Township), David Mouser (SD87), Tim Tilton (Public Member), Keith Cornille (Heartland Community College), Tony Grant (McLean County)

Non-Voting: Tim Ervin (BNWRD), Derek Snyder (CIRA)

Other: Jeff Jurgens (City of Bloomington), Billy Tyus (City of Bloomington), Ellen Robertson (City of Bloomington), Samantha Mlot (City of Bloomington), Megan Lamb (City of Bloomington Legal Counsel), Elizabeth Megli (BNWRD Legal Counsel), John Pratt (SD87 Legal Counsel), Mike Cornale (SD87)

Meeting started at 9:02 a.m.

1. Mayor or designee convenes meeting of the Joint Review Board.
 - Melissa Hon, City of Bloomington designee opened the meeting at 9:02 a.m.
2. Roll call of taxing district representatives.
 - Roll Call by Samantha Mlot
3. Public comment
 - Bobby Vericella: "I am a Downtown Property Owner and I am for the TIF. It provides a good incentive package for Economic Development and having it in place will expedite time and will help the City to decide if the project is viable or not. Thank you".
4. The board appoints person to take minutes of meeting.
 - Melissa Hon Made a motion for Samantha Mlot to take the minutes.
 - Second: Keith Cornille
5. Review and approval of minutes from previous meeting.
 - Melissa Hon Reviewed the Minutes
 - First: Keith Cornille
 - Second: Tim Tilton
6. Review the Responsibilities of Joint Review Board.
 - Melissa Hon Reviewed the JRB roles. There were no comments.
7. Presentation regarding the proposed TIF area and the Redevelopment Plan and proposed ordinances.
 - Melissa Hon reviewed the updates that were spoken about in the last JRB meeting regarding the CII East building (Northwest Mutual Building)
 - Melissa Hon spoke about the increased development across the city and the ripple effects this will have on the downtown
 - John Pratt wanted to thank everyone for being patient during the extra meeting. John mentioned that there is a gap in the way The City and SD87 look at TIF and we now have an Intergovernmental Agreement and that it has not been signed yet. He believes both parties will sign. The SD87 will be abstaining because they would like to have a signed agreement.
 - Jeff Jurgens: On behalf of the City, thank you. We would rather take a few extra meetings to make it right so that it was fair for all taxing bodies. We are happy with the outcome of the Intergovernmental agreement.
 - Keith Cornille: Can we get a what summary of what was agreed upon?
 - John Pratt: Megan can you give a brief summary?
 - Megan Lamb: As Melissa Hon stated earlier, the C II East building was removed from the Area, in the 11th year of the TIF, the City and the SD87 will conduct a comprehensive evaluation of the District, along with other members

of the JRB, to see if the EAV has not increased by over \$5M, the City is limited to only using 20% of the increment for Streetscape and only 20% of the increment for infrastructure improvements, and in the 11th year, the taxing bodies will receive 10% of the surplus, in the 16th year they will receive 25% of the surplus, and in the 20th year they will receive 50% of the surplus. The district is not getting any extra sweeteners in this deal.

- John Pratt: We are hopeful that this will spur a lot of development. We are concerned all along that this will incur more students and we won't get our increment. And there is a statutory section in the Act that allows us to recover and be made whole if there is a growth of student in the project area. We don't believe it is enough. We are hopeful that the agreement will get us additional funds per student.
 - Tim Ervin: How does the limitation of the infrastructure impact the plan?
 - Billy Tyus: I would say we are comfortable with the 20%.
7. Presentation regarding the proposed TIF area and the Redevelopment Plan and proposed ordinances.

No Comments.

8. Discussion and recommendation of the Joint Review Board to the City Council.

- Melissa Hon: Motioned that the JRB make a positive motion to the City Council.
- Second: Keith Cornille
- Roll Taken by Ellen Robertson
 - Yays: 5
 - Nays: 0
 - Abstain: 1
 - Item passes

9. Adjourn Joint Review Board meeting.

- Melissa Hon motioned to adjourn.
- Second: Tim Tilton

Meeting adjourned at 9:16 a.m.



REGULAR AGENDA ITEM NO. 9.C.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Approving the Downtown TIF Redevelopment Project Area Plan and Project, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 3c. Revitalization of older commercial homes

Objective 5e. More attractive city: commercial areas and neighborhoods

Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

BACKGROUND: Peckham Guyton Albers & Viets ("PGAV"), Tax Increment Finance ("TIF") Consultant, has completed the Redevelopment Plan for the proposed Downtown TIF District. This Redevelopment Plan found that the proposed district qualifies for a TIF District as a Conservation Area, where 79.9% of the buildings are over 35 years old, 93.4% of improved parcels were found to be deteriorated, utilities are inadequate, and the proposed area Equalized Assessed Value ("EAV") has grown at a lower rate than the balance of the City in 3 of the past 5 years. The plan identifies objectives for the redevelopment of the proposed area. This includes providing adequate infrastructure to alleviate blight, ensure safe conditions, and enhance the efficiency of the infrastructure networks, enhance the tax base for all taxing bodies, encourage and assist private investment and redevelopment, and more. This plan was placed on file at the City Clerk Department on April 12, 2024.

The impacted taxing districts were provided with a copy of the Redevelopment Plan. Representatives from the impacted taxing districts convened three times as the Joint Review Board ("JRB") to discuss the proposed Downtown Redevelopment Project Area and ordinances. The JRB is comprised of the following voting members: Bloomington School District #87, McLean County, Heartland Community College, the City of Bloomington Township, a designated public member, and the City of Bloomington, as well as the following non-voting members: Central Illinois Regional Airport (CIRA), Bloomington-Normal Water Reclamation District (BNWRD), and the Bloomington Library. The first JRB meeting was held on June 3, 2024, and was continued to June 20, 2024. The final JRB meeting occurred on July 1, 2024. The Joint Review Board voted to recommend that the City Council approve the Redevelopment Plan and Project, adopt an ordinance terminating the Downtown Southwest TIF District, and adopt the three ordinances that would establish the

proposed Downtown Redevelopment Project Area (5 voted in favor, and 1 abstained).

The TIF Act calls for the City to hold a public hearing so that all interested persons or affected taxing districts may provide verbal or written feedback in support or objection with respect to any issues regarding the approval of the proposed Redevelopment Plan, designation of the Project Area, or adoption of tax increment allocation financing. The TIF Act required the public hearing to be scheduled at least 45 days after the adoption of an ordinance setting a date and time for the public hearing. Ordinance #2024-034, approved on May 13, 2024, set a date and time for the public hearing as required. This hearing took place on July 8, 2024.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A copy of the Redevelopment Plan was placed on file at the City Clerk Department on April 12, 2024. A notice of the availability to review the Redevelopment Plan at the City Clerk's Department was mailed to all parties registered on the Interested Parties Registry and all residential addresses within 750 feet of the boundaries of the proposed TIF District.

A public meeting was held at the Government Center on April 29, 2024, from 6:00 PM to 8:00 PM, where PGAV presented the Redevelopment Plan and Project Area. A total of 478 notices of the public meeting were sent to all residential addresses and property owners within the boundary of the proposed TIF District, to the eight affected taxing bodies, and to those registered on the Interested Parties Registry via Certified Mail. 23 individuals attended the public meeting.

A public hearing was held at the Government Center on July 8, 2024, during the regular City Council meeting. Notice of the public hearing was sent to all residential addresses within the boundary of the proposed TIF District as well as sent via certified mail to the owners of the property included within the boundary of the proposed TIF District. The notice of the public hearing was also published in *The Pantagraph* on June 10, 2024, and June 17, 2024.

The Redevelopment Plan can be viewed at www.bloomingtonil.gov/TIF.

FINANCIAL IMPACT: If the ordinance establishing the Downtown TIF District is approved, it is estimated by PGAV that the EAV of the project area will increase from \$37,492,147 to \$59,400,000 during the life of the TIF District. This will result in increased tax revenue for all impacted taxing bodies.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal ED-4 (Enhance the image of Bloomington as a business friendly community), Objectives ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), ED-4.3 (Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments), ED-4.4 (Evaluate commercial land use needs in the context of changing economic trends), ED-4.5 (Identify and reduce barriers for local growth and economic development); Goal D-1 (Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all), Objectives D-1.1 (Strengthen business recruitment and retention activities), D-1.2 (Pursue catalyst projects that can serve as additional Downtown anchors), D-1.4 (Develop a wide variety of Downtown housing options);

Goal D-2 (Market and promote the unique brand and image of Downtown Bloomington), Objective D-2.1 (Identify and designate gateways to Downtown); and Goal D-6 (Reinforce the connections between Downtown and adjacent neighborhoods), Objectives D-6.1 (Encourage development on sites that will link Downtown with surrounding neighborhoods), D-6.3 (Pursue public-private development opportunities with major employers seeking employee housing near offices). TIF Districts are a recommended tool in the “Economic Development Incentives Toolkit” detailed on page 97 of the City’s Comprehensive Plan 2035.

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:

[E&CD 4B Ordinance - Approving Downtown TIF](#)
[E&CD 4C Exhibit C to Ordinance](#)
[E&CD 4D Joint Review Board Recommendation](#)

ORDINANCE NO. 2024 - _____

**AN ORDINANCE APPROVING THE DOWNTOWN TIF REDEVELOPMENT PROJECT
AREA PLAN AND PROJECT**

WHEREAS, the Mayor and City Council (collectively, the “*Corporate Authorities*”) of the City of Bloomington, McLean County, Illinois (the “*City*”), have determined that the stable economic and physical development of the City is endangered by the presence of both blighting and conservation area factors as often manifested by progressive and advanced deterioration of structures, by a lack of physical maintenance of such structures, by obsolete structures and inadequate utilities, by obsolete platting, by deleterious land use and layout, and by a decline or minimal marginal growth in the equalized assessed value, all of which impair the value of private investments, threaten the sound growth and the tax base of the City and the taxing districts having the power to tax real property in the City (the “*Taxing Districts*”), and threaten the health, safety, morals, and welfare of the public; and

WHEREAS, the Corporate Authorities have determined that in order to promote and protect the health, safety, morals, and welfare of the public, blighted conditions in the City need to be eradicated and redevelopment of the City be undertaken in order to remove and alleviate adverse conditions, encourage private investment, and restore and enhance the tax base of the City and the Taxing Districts; and

WHEREAS, the City has authorized an eligibility study to determine whether the proposed Downtown TIF Redevelopment Project Area (the “*Proposed Area*”) qualifies as a “redevelopment project area” pursuant to the Illinois Tax Increment Allocation Redevelopment Act (the “*TIF Act*”) 65 ILCS 5/11-74.4-1, *et seq.*; and

WHEREAS, the City has heretofore evaluated various lawfully available programs to provide such assistance and has determined that the use of tax increment allocation financing is necessary to achieve the redevelopment goals of the City for the Proposed Area; and

WHEREAS, the City has been advised by Peckham Guyton Albers & Viets (“PGAV”) Planners in December of 2023, that the Proposed Area qualifies as a “redevelopment project area” under Section 11-74.4-3 of the TIF Act; and

WHEREAS, it is therefore concluded by the Corporate Authorities that the Proposed Area remains qualified as a “redevelopment project area” under Section 11-74.4-3 of the TIF Act as of the date hereof; and

WHEREAS, the City has further caused the preparation of and made available for public inspection the Downtown TIF Redevelopment Project Area Tax Increment Financing Redevelopment Plan and Project which includes a proposed redevelopment plan for the Proposed Area (the “*Plan*”); and

WHEREAS, the Plan sets forth in writing the program to be undertaken to accomplish the objectives of the City and includes estimated redevelopment project costs for the Proposed Area, evidence indicating that the Proposed Area on the whole has not been subject to growth and development through investment by private enterprise, an assessment of the financial impact of the Proposed Area on or any increased demand for services from any taxing district affected by

the Plan, any program to address such financial impact or increased demand, the sources of funds to pay costs, the nature and term of any obligations to be issued, the most recent equalized assessed valuation of the Proposed Area, an estimate as to the equalized assessed valuation after redevelopment, the land use to apply in the Proposed Area, and a commitment to fair employment practices and an affirmative action plan, and the Plan accordingly complies in all respects with the requirements of the TIF Act; and

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the Corporate Authorities by an ordinance adopted on May 13, 2024, called a public hearing (the “*Hearing*”) relative to the Plan and the designation of the Proposed Area as a redevelopment project area under the TIF Act, and fixed the time and place for such Hearing for the 8th day of July, 2024 at 6:00 p.m., at the City of Bloomington Government Center, 115 East Washington Street, Bloomington, Illinois.

WHEREAS, due notice in respect to such Hearing was given pursuant to Sections 11-74.4-5 and 11-74.4-6 of the TIF Act, said notice, together with a copy of the Plan, was sent to the Taxing Districts and to the Illinois Department of Commerce and Economic Opportunity of the State of Illinois by certified mail on May 17, 2024, was published on June 10, 2024 and June 17, 2024, and sent by certified mail to taxpayers within the Proposed Area on June 17, 2024; and

WHEREAS, the City has established and has published an “interested parties registry” for the Proposed Area in compliance with the requirements of the TIF Act; and

WHEREAS, the City gave such notice to all persons and organizations who have registered for information with such registry, all in the manner and at the times as provided in the TIF Act; and

WHEREAS, the City convened a Joint Review Board, as required by and in all respects in compliance with the provisions of the TIF Act; and

WHEREAS, the Joint Review Board met at the time and as required by the TIF Act, and reviewed the public record, planning documents, and a form of proposed ordinance approving the Plan; and

WHEREAS, the Joint Review Board adopted by a majority vote an advisory, non-binding recommendation that the City approve the Plan and to designate the Proposed Area as a redevelopment project area under the TIF Act; and

WHEREAS, the Joint Review Board based its decision to approve the proposal on the basis of the Proposed Area satisfying the eligibility criteria defined in Section 11-74.4-3 of the TIF Act, all as provided in Section 11-74.4-5(b) of the TIF Act; and

WHEREAS, the City held the Public Hearing on July 8, 2024, at the City of Bloomington Government Center, 115 East Washington Street, Bloomington, Illinois at 6:00 P.M.; and

WHEREAS, at the Public Hearing, any interested party or affected Taxing District was permitted to file with the Municipal Clerk written objections and was heard orally in respect to any issues embodied in the notice of said Hearing, and the City heard and determined all protests and objections at the Hearing; and

WHEREAS, the Public Hearing was adjourned on the 8th day of July, 2024; and

WHEREAS, the Plan and Eligibility Report set forth the factors which cause the improved parcels in the Proposed Area to be a conservation area, the Corporate Authorities have reviewed the information concerning such factors presented at the Hearing, and are generally informed of the conditions in the Proposed Area which could cause the Proposed Area to be qualified as a “conservation area”, as this term is defined in the TIF Act; and

WHEREAS, the Corporate Authorities have reviewed evidence indicating that the Proposed Area on the whole has not been subject to growth and development through investment by private enterprise, and have reviewed the conditions pertaining to lack of private investment in the Proposed Area to determine whether private development would take place in the Proposed Area as a whole without the adoption of the proposed Plan; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the Proposed Area to determine whether contiguous parcels of real property and improvements thereon in the Proposed Area would be substantially benefited by the proposed Project improvements; and

WHEREAS, the Corporate Authorities have made an assessment of any financial impact of the Proposed Area on or any increased demand for services from any Taxing District affected by the Plan, and any program to address such financial impact or increased demand; and

WHEREAS, the Corporate Authorities have reviewed the proposed Plan and the existing comprehensive plan for development of the City as a whole, to determine whether the proposed Plan conforms to the comprehensive plan of the City.

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

SECTION 1. Findings. The Corporate Authorities hereby make the following findings:

- (a) The Proposed Area is legally described in *Exhibit A*, attached hereto and incorporated herein as if set out in full by this reference. The map of the Proposed Area showing the street location is depicted in *Exhibit B*, attached hereto as and incorporated herein as if set out in full by this reference.
- (b) There exist conditions which cause the Proposed Area to be subject to designation as a redevelopment project area under the TIF Act and for the parcels included therein to be classified as a “conservation area,” as defined in Section 11-74.4-3 of the TIF Act.
- (c) The Proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan and Project.
- (d) The Plan conforms to the comprehensive plan for the development of the City as a whole.

- (e) As set forth in the Plan and in the testimony at the public hearing, the estimated date of completion of the Project is December 31, 2047, and the estimated date of the retirement of any obligation incurred to finance redevelopment project costs as defined in the Plan is December 31, 2047.
- (f) The parcels of real property in the Proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon which will be substantially benefited by the proposed Project improvements are included in the Proposed Area.

SECTION 2. Exhibits Incorporated by Reference. The Plan and Project which were the subject matter of the public hearing held on the 8th day of July, 2024, are hereby adopted and approved. A copy of the Plan and a copy of the Eligibility Report are attached as *Exhibit C*, attached hereto and incorporated herein.

SECTION 3. Invalidity of Any Section. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

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

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

PASSED this 22nd day of July 2024.

APPROVED this ____ day of July 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

Legal Description of the Downtown TIF Redevelopment Project Area

A part of Section 4 and the N½ of Section 9, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 17 in Block 4 of Durley's Addition, said point lying at the intersection of the east side of the public alley in said Block 4 and the north right of way line of Walnut Street; thence South along the east right of way line of the public alley in Block 7 in said Durley's Addition and the southerly extension thereof to the northwest corner of Lot 1 in Block 11 of said Durley's Addition on the south right of way line of Chestnut Street; thence West on said south right of way line to the northwest corner of said Block 11 on the east right of way line of East Street; thence South along said east right of way line to the southwest corner of said Block 11 on the north right of way line of Locust Street; thence East along said north right of way line to the southwest corner of Block 10 of said Durley's Addition on the east right of way line of Prairie Street; thence South along said east right of way line to the southwest corner of Block 3 in KH Fell's 2nd Addition to Bloomington on the north right of way line of Market Street; thence East on said north right of way line to the southwest corner Block 4 in said KH Fell's 2nd Addition on the east right of Gridley Street; thence South along said east right of way line to the southwest corner of the North 100 feet of Lot 6 in Block 2 in Evan's Addition to Bloomington; thence West 60 feet to the southeast corner of the North 100 feet of Lot 43 in White's Addition to Bloomington on the west right of way line of said Gridley Street; thence South along said west right of way line to the northeast corner of Lot 6 in said White's Addition to Bloomington on the south right of way line of Front Street; thence East 50 feet to the northwest corner of Block 7 in said Evan's 2nd Addition to Bloomington on the east right of way line of Gridley Street; thence South along said east right of way line and the southerly extension thereof to the north line of Block 2 of Schroeder's Addition to Bloomington on the south right of way line of Oakland Avenue; thence West on said south right of way line to the northeasterly right of way line of the Norfolk Southern Railroad; thence Northwesterly to a point at the intersection of the north right of way line of Oakland Avenue and the northerly right of way line of said Norfolk Southern Railroad; thence Northwesterly along said northerly railroad right of way line to the east right of way line of Main Street; thence South along said east right of way line to the northwest corner of Lot 1 in Wolcott's Addition to Bloomington on the south right of way line of Wood Street; thence West along said south right of way line to the northeast corner of Lot 1 in Hodler's Addition to Bloomington on the west right of way line of Center Street; thence North along said west right of way line to the northerly right of way line of the Norfolk Southern Railroad; thence Northwesterly along said northerly railroad right of way line to the west right of way line of Lee Street; thence North on said west right of way line to the southeast corner of Parcel Two as conveyed to the City of Bloomington per the Warranty Deed recorded as Document No. 2005-24566; thence Northwesterly on the southerly line of said Parcel Two to the northwest corner thereof on the south right of way line of Olive Street; thence North to southwest corner of Parcel One as conveyed in said Document No. 20045-24566 on the north right of way line of Olive Street; thence Northeasterly on the northerly line of said Parcel One to the northeast corner thereof on the west right of way line of Lee Street; thence North along said west right of way line to the northeast corner of Lot 107 in James Allin's Addition to Bloomington on the south right of way line of Washington Street; thence West on said south right of way line to the northeast corner of Lot 1 in Leavitt's Subdivision to Bloomington on the west right of way line of Mason Street; thence North on said west right of way line and the northerly extension thereof to the

north right of way line of Jefferson Street; thence East on said north right of way line to the southeast corner of Lot 3 in James Mason's Addition to Bloomington on the west right of way line of Oak Street; thence North on said west right of way line to point on the westerly extension of the north line of Lot 6 in Assessor's Subdivision of Block 32 of Allin, Gridley & Prickett's Addition to Bloomington; thence East on the north line of said Lot 6 and the easterly extension thereof to the west right of way line of Lee Street; thence North on said west right of way line to a point on the westerly extension of the north line of Lot 1 in George W. Anderson's Subdivision on the east right of way line of said Lee Street; thence South on said east right of way line to the southwest corner of Lot 2 in said George W. Anderson's Subdivision on the north right of way line of Monroe Street; thence East on said north right of way line to the southeast corner of Block 33 in said Allin, Gridley & Prickett's Addition to Bloomington on the west right of way line of Roosevelt Street; thence North along said west right of way line to the southeast corner of Lot 3 in Owner's Subdivision of Lot 9 and Part of Lot 8 in Block 16 of Allin, Gridley & Prickett's Addition to Bloomington on the north right of way line of Locust Street; thence East along said north right of way line to the southeast corner of Lot 11 in Block 12 in Durley's Addition to Bloomington on the west right of way line of the public alley; thence North along said west right of way line to the northeast corner of Lot 2 in said Block 12 on the south right of way line of Chestnut Street; thence West along said south right of way line to the northeast corner of Block 13 in Allin, Gridley & Prickett's Addition to Bloomington on the west right of way line of Main Street; thence North along said west right of way line to the southeast corner of Block 1 in said Allin, Gridley & Prickett's Addition to Bloomington on the north right of way line of Walnut Street; thence East along said north right of way line to the Point of Beginning;

EXCEPTING THEREFROM the following described tract of land to wit: Lots 112 and 113, Except the East 6 inches of Lot 112, in James Allin's Second Addition to the City of Bloomington, in McLean County, Illinois.

Map of the Downtown TIF Redevelopment Project Area

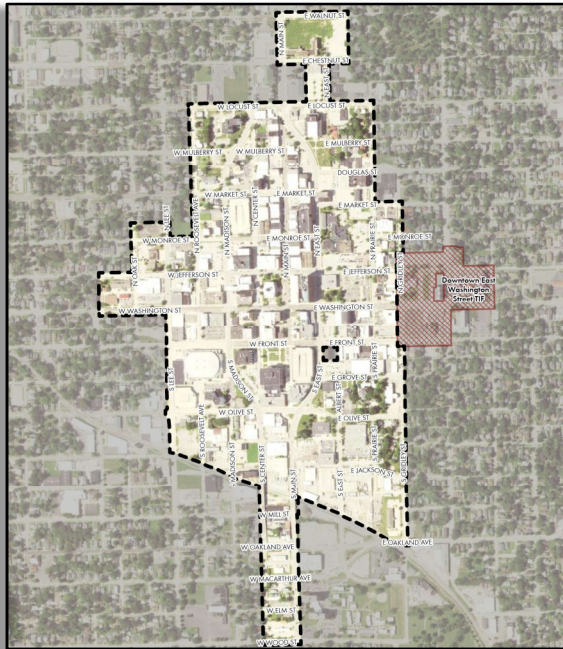
Bloomington, Illinois

Exhibit C

Downtown TIF Redevelopment Project Area Tax Increment
Financing Redevelopment Plan and Project and Eligibility Report

Tax Increment Financing Redevelopment Plan & Project

Downtown TIF Redevelopment Project Area



Prepared for
**City of Bloomington,
Illinois**

Prepared by
PGAV PLANNERS

June 14, 2024

ACKNOWLEDGMENTS

MAYOR

Mboka Mwilambwe

CITY COUNCIL

Jenna Kearns – Ward 1

Donna Boelen – Ward 2

Sheila Montney – Ward 3

John Danenberger – Ward 4

Nick Becker – Ward 5

Cody Hendricks – Ward 6

Mollie Ward – Ward 7

Kent Lee – Ward 8

Tom Crumpler – Ward 9

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SECTION I - INTRODUCTION

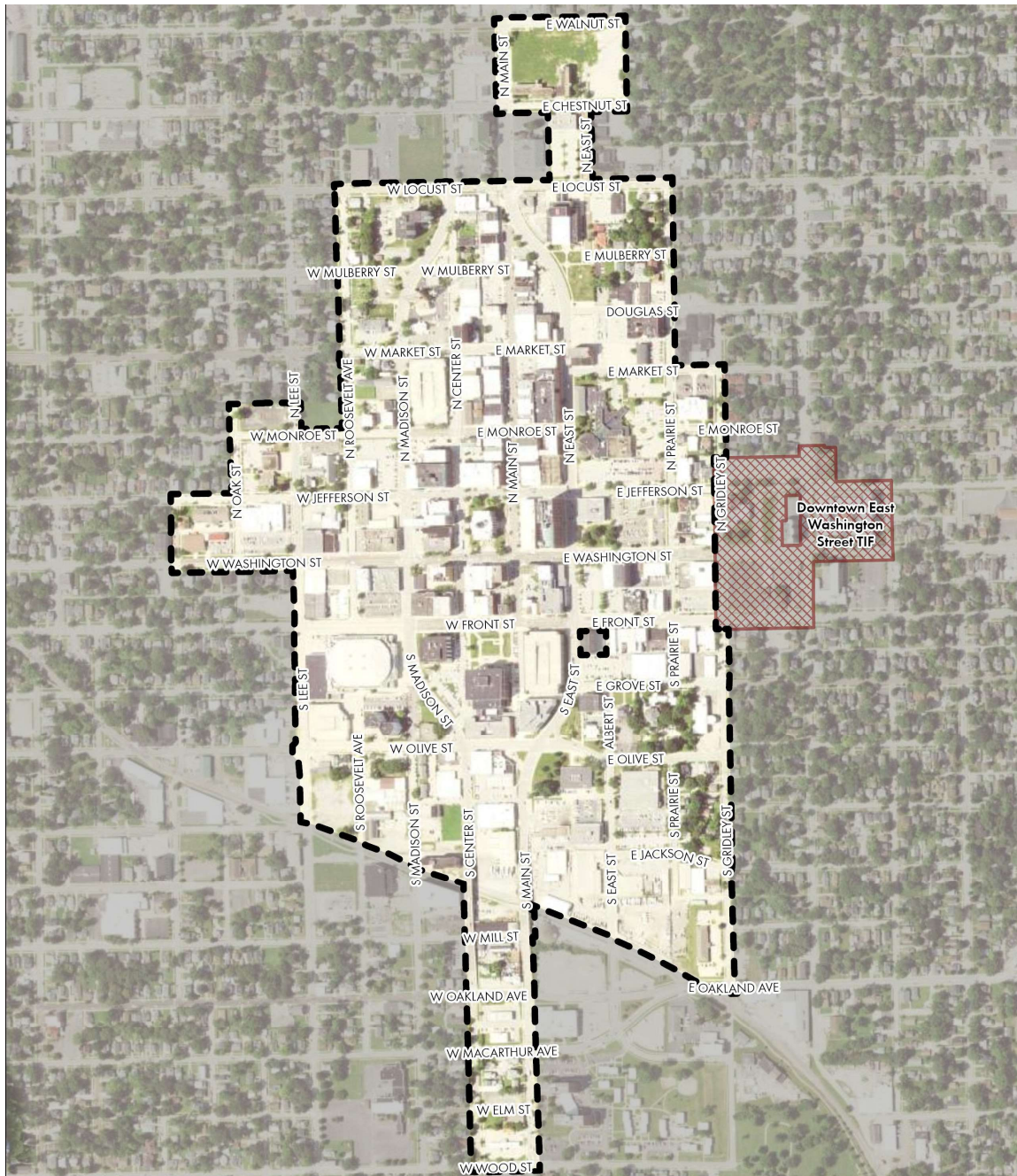
The area being considered for designation as a Tax Increment Financing (“TIF”) district generally includes the area known locally as “the buckle” or simply referred to as downtown. The area is generally bounded by Locust Street to the north, Gridley Street to the east, the railroad line to the south, and Lee Street to the west. The exact boundaries of the Area are as shown on **Exhibit A - Redevelopment Project Area Boundary**. Refer also to the **Boundary Description** contained in the **Appendix** as **Attachment A**. The area is referred to herein as the Downtown TIF Redevelopment Project Area, or the “Area.”

The Area contains approximately 184 acres, including street rights-of-way, and 337 unique parcel boundaries. There are 167 stacked parcels and those are included in the area from an EAV perspective, but simply lumped together from a qualification standpoint. The Area is mostly built out and there are very few vacant lots. The Area suffers from the presence of deteriorated buildings, site improvements, and infrastructure. There are also parts of the Project Area that suffer from the presence of vacant building space and inadequate utilities. The City is looking closely at the streetscape in the downtown area and will likely utilize TIF funds to aid in the implementation of future improvements. However, TIF funds are generated by private, taxable properties and the initial and ongoing focus of the district must be to attract private investment to spur economic activity. **Exhibit B – Existing Land Use** shows the current land use associated with each property in the Project Area.

The City may consider the use of tax increment financing, as well as other economic development resources as available, to facilitate private investment within the Area. It is the intent of the City to induce the investment of significant private capital in the Area, which will serve to redevelop aging properties and infrastructure that will likely enhance the tax base of the community. Furthermore, in accordance with Section 11-74.4-3(n)(5) of the Act, a housing impact study need not be performed since the redevelopment plan will not result in the displacement of more than 9 inhabited residential units. If the City determines later that a project will require the displacement of more than 9 inhabited residential units, they will need to perform a housing impact study in accordance with the TIF Act to ensure the availability of adequate housing options in the region.

The Act sets forth the requirements and procedures for establishing a Redevelopment Project Area and a Redevelopment Plan. The following sections of this report present the findings of eligibility and the Redevelopment Plan and Project for the Area, as well as other findings, evidence, and documentation required by the Act.

Exhibit A – Redevelopment Project Area Boundary



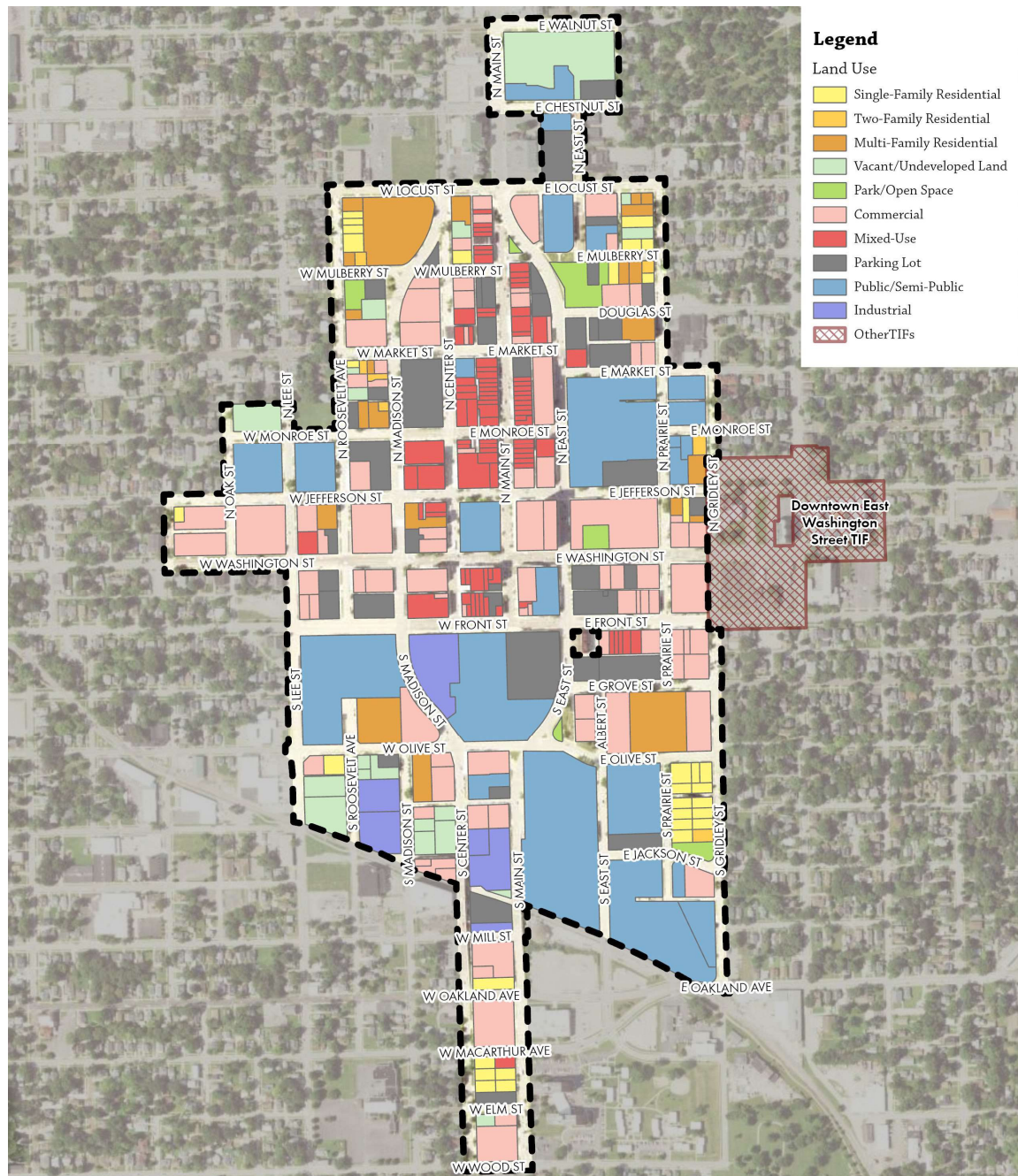
Redevelopment Project Area Boundary
Bloomington, IL

PCAVPLANNERS

0 500 1,000 Feet

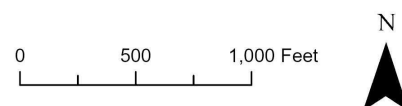


Exhibit B – Existing Land Use



Existing Land Use
Bloomington, IL

PCAVPLANNERS



SECTION II - BASIS FOR ELIGIBILITY OF THE AREA

A Redevelopment Project Area, according to the Act, is that area designated by a municipality in which the finding is made that there exist conditions that cause the area to be classified as a blighted area, conservation area, combination of blighted and conservation areas, or an industrial park conservation area. The criteria and the individual factors defining each of these categories of eligibility are defined in the Act. This section documents the relevant statutory requirements and how the Area meets the eligibility criteria as a conservation area.

Definition of a Blighted Area

The TIF Act states that a “blighted area” means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:”

1. **“If improved**, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area:”
 - A. “Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.”
 - B. “Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.”
 - C. “Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.”
 - D. “Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.”

- E. “Illegal use of individual structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.”
- F. “Excessive vacancies. The presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.”
- G. “Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.”
- H. “Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.”
- I. “Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.”
- J. “Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.”
- K. “Environmental clean-up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental

remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.”

- L. “Lack of community planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area’s development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.”
 - M. “The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.”
1. **“If vacant,** the sound growth of the Redevelopment Project Area is impaired by a combination of two (2) or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:”
- A. “Obsolete platting of vacant land that results in parcels of limited or narrow size, or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys, or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.”
 - B. “Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.”
 - C. “Tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.”
 - D. “Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.”

- E. “The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.”
 - F. “The total equalized assessed value of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.”
2. **“If vacant**, the sound growth of the redevelopment project area is impaired by one of the following factors that: (i) is present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act; and, (ii) is reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:
- A. The area consists of one or more unused quarries, mines, or strip mine ponds.
 - B. The area consists of unused rail yards, rail tracks, or railroad rights-of-way.
 - C. The area, prior to its designation, is subject to
 - a. chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency; or
 - b. surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding.
 - D. The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.
 - E. Prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in paragraph (1) of this subsection, the area has been designated

as a town or City center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

- F. The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

Definition of a Conservation Area

1. **“Conservation area”** means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area, but because of a combination of three or more of the following factors, the area is detrimental to the public safety, health, morals or welfare, and such an area may become a blighted area:
 - A. Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
 - B. Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.
 - C. Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.
 - D. Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.
 - E. Illegal use of individual structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.
 - F. Excessive vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

- G. Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.
- H. Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.
- I. Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.
- J. Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.
- K. Environmental clean-up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.
- L. Lack of community planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan.

This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

- M. The total equalized assessed value of the proposed redevelopment project area has declined for three of the last five calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three of the last five calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three of the last five calendar years prior to the year in which the redevelopment project area is designated.

Findings

In determining if the Area meets the eligibility requirements of the Act, research and field surveys were conducted. These included:

- Contacts with City officials knowledgeable about area conditions and history and age of buildings and site improvements.
- On-site field examination of conditions within the Area on January 17, 2023 by experienced staff of PGAV. These personnel are trained in techniques and procedures of documenting conditions of real property, streets, etc., and determination of eligibility of designated areas for tax increment financing.
- Review by PGAV staff of additional photography of sections of the Area taken by City staff in November 2023.
- Subsequent drive-through of the Area by PGAV staff to confirm no major changes to conditions within the Area have occurred since the on-site field review.
- Use of definitions contained in the Act.
- Adherence to basic findings of need as established by the Illinois General Assembly in establishing tax increment financing which became effective on January 10, 1977.
- Examination of McLean County real property tax assessment records.

PGAV staff conducted field investigations to document existing conditions of the properties proposed for the Area. The following narrative summarizes the factors found to be present to a meaningful extent within the Area. **Exhibit C – Summary of Blighting**

and Conservation Area Factors displays the summary of qualifying factors. For purposes of quantifying the presence of blight, PGAV did not separately consider the 167 vertically stacked parcels. All of the condominium parcels were aggregated within their respective buildings in the qualification table on the following page to simplify the calculations.

DRAFT

Exhibit C – Summary of Blighting and Conservation Area Factors

Downtown TIF Redevelopment Project Area Bloomington, IL		
	Total	%
No. of improved parcels	318	94.4%
No. of vacant parcels	19	5.6%
No. of right-of-way parcels	0	0.0%
Total parcels	337	
No. of buildings	448	
No. of buildings 35 years of age or older	358	79.9%
No. inhabited residential units	715	
IMPROVED LAND FACTORS:		
No. of buildings that are deteriorated	244	54.5%
No. of parcels with site improvements that are deteriorated	148	46.5%
No. of improved parcels with either deteriorated site improvements or buildings	297	93.4%
Buildings that are dilapidated	8	1.8%
Buildings that are obsolete	nd ¹	
No. of structures below minimum code	nd ¹	
No. of buildings lacking ventilation, light or sanitation facilities	nd ¹	
No. of building with illegal uses	nd ¹	
Number of buildings that are vacant	36	8.0%
No. of improved parcels with excessive land coverage or overcrowding of structures	nd ¹	
Inadequate utilities (by Sub-Area)	Yes	
Deleterious land use or layout (by Sub-Area)	nd ¹	
Lack of community planning	nd ¹	
Environmental clean-up	nd ¹	
Improved parcels that are taxable	263	83%
Area has declining or sub-par EAV growth	Yes	
VACANT LAND FACTORS (2 or More):		
Obsolete platting	nd ¹	
Diversity of ownership	nd ¹	
Tax delinquencies	nd ¹	
Vacant parcels with deterioration of structures or site improvements in neighboring areas	19	100.0%
Environmental clean-up	nd ¹	
Vacant land that is taxable	15	78.9%
Area has declining or sub-par EAV growth	Yes	
VACANT LAND FACTORS (1 or More):		
Unused quarry, mines, rail, etc.	nd ¹	
Blighted before vacant	nd ¹	
Chronic flooding	nd ¹	
Unused or illegal disposal site	nd ¹	
¹ Not determined.		

Eligibility of Improved Parcels

1. Summary of Findings on Age of Structures

Age is a prerequisite factor in determining an Area's qualification as a "conservation area". As is clearly set forth in the Act, 50% or more of the structures must have an age of 35 years or greater to meet this criterion. The Area contains 448 buildings, of which 358 (79.9%) are 35 years of age or older, as determined by field surveys. Only the primary structures on each parcel were considered as part of the field examination. Accessory structures were not considered. More than 50% of the buildings exceed 35 years of age; therefore, the age threshold is met for qualifying the improved property within the Area as a conservation area.

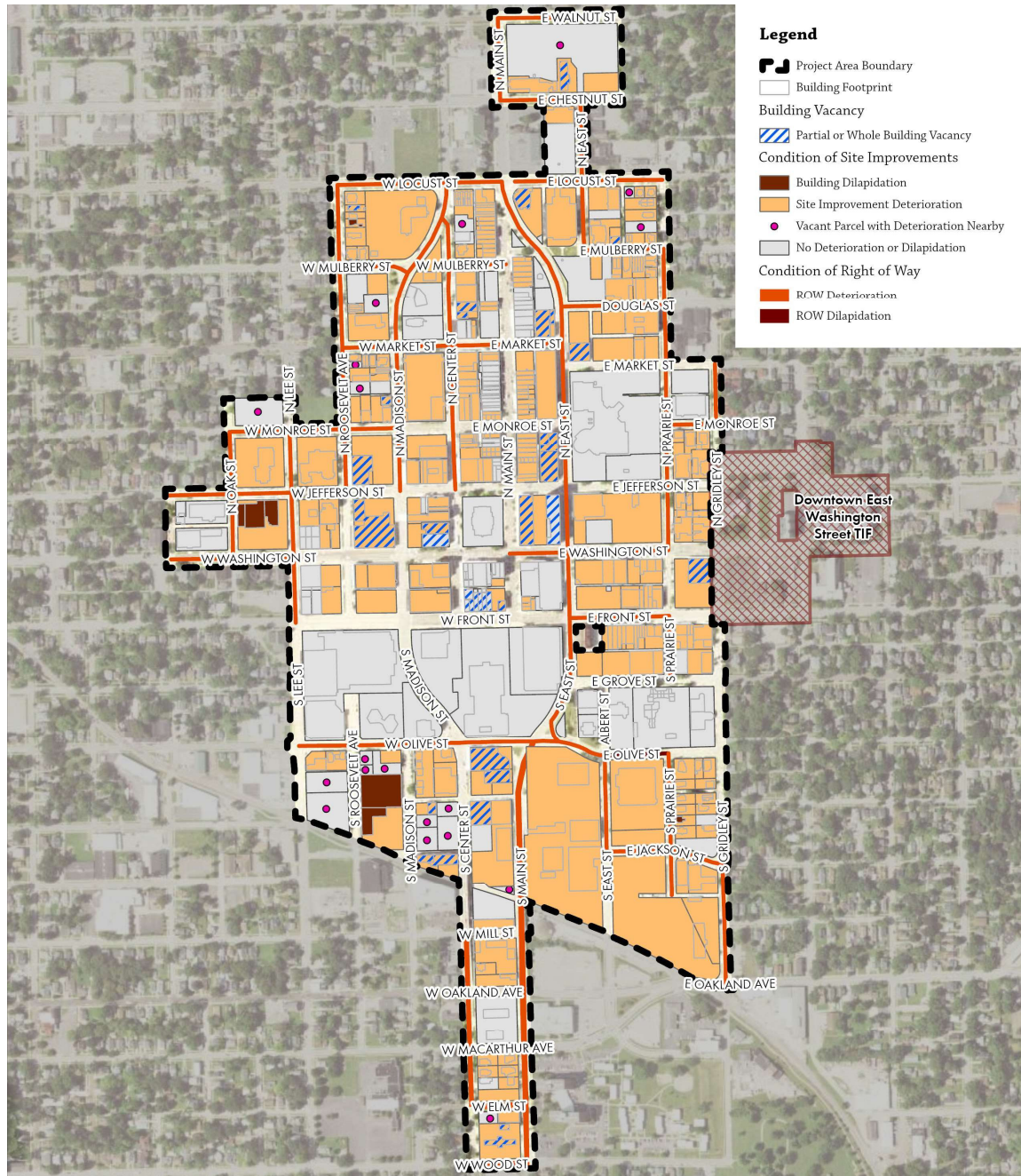
2. Summary of Findings on Deterioration (Improved Land Factor #1)

Deteriorating conditions were recorded on 297 (93.4%) out of 318 improved parcels. The field survey of exterior building conditions found defects in the secondary structural components, including windows, doors, gutters, downspouts, interior walls, etc. Additionally, deteriorated site improvements such as sidewalks, driveways, and parking lots were distributed throughout the Area. Photographic evidence of deteriorating conditions can be found on **Attachment B** in the **Appendix. Exhibit D – Existing Conditions** shows the distribution of deterioration and other qualifying conditions throughout the Project Area.

3. Inadequate utilities (Improved Land Factor #2)

Most historic downtowns suffer from aging, oddly configured, and inadequate utility infrastructure and downtown Bloomington is no exception to that rule. The City has identified several areas where sewer lines need to be extended, replaced, or repaired. It is likely the City will undertake many of these improvements at the same time they upgrade their streetscape to match the recommendations in the upcoming streetscape plan. This will enable the City to mitigate the frequency of disruptions caused by upcoming utility and streetscape improvements. **Exhibit E – Inadequate Utilities** displays the approximate locations of the proposed utility improvements.

Exhibit D – Existing Conditions



Existing Conditions
Bloomington, IL

PGAVPLANNERS

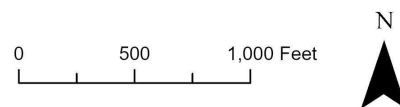
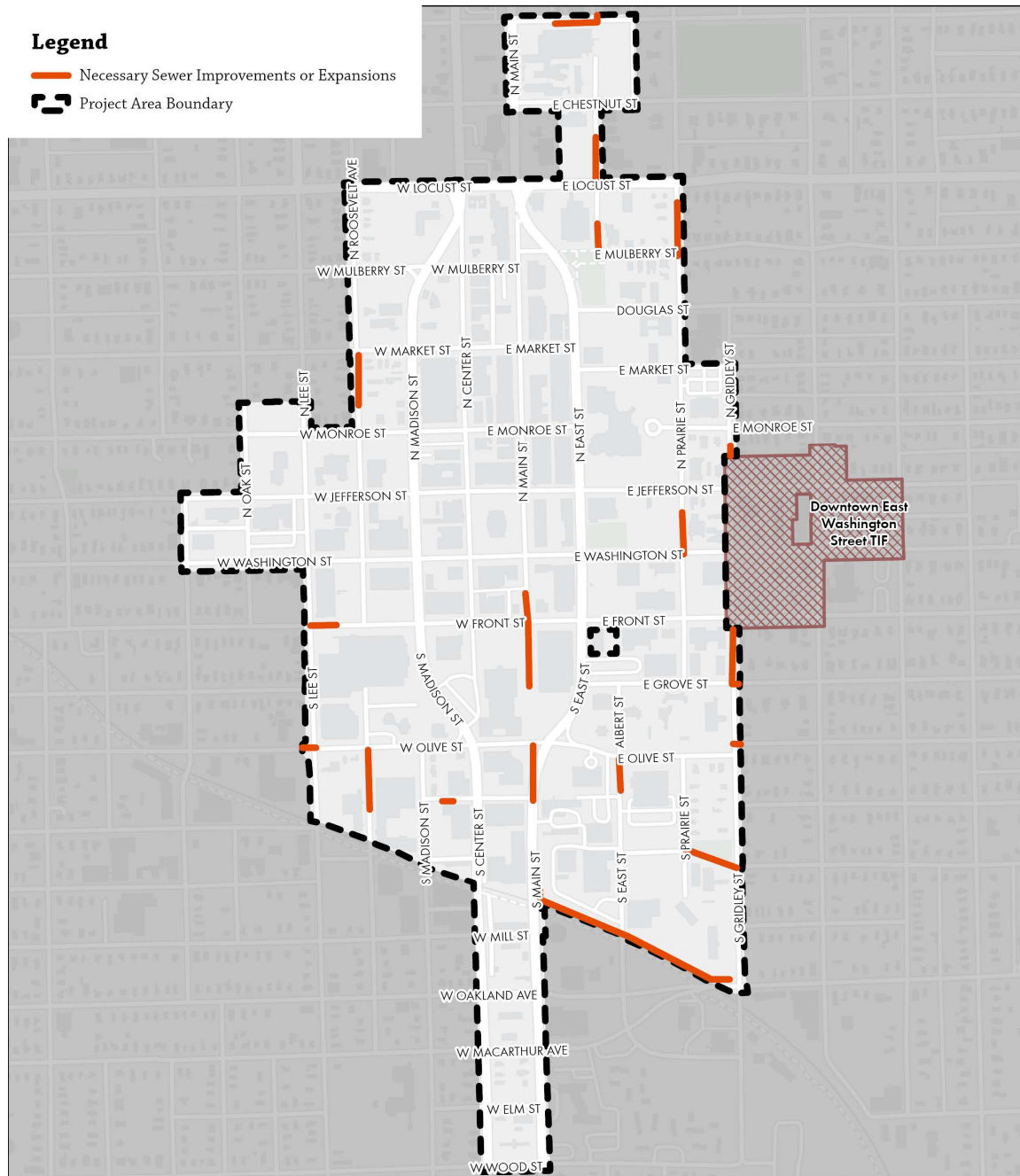


Exhibit E – Inadequate Utilities



Inadequate Utilities
Bloomington, IL

PCAVPLANNERS

0 500 1,000 Feet



4. Declining or Sub-par EAV Growth (Improved Land Factor #3)

The Area, on the whole, contains property whose equalized assessed valuation has grown at a lower rate than the balance of the City. The area exhibited this characteristic for 3 out of the last 5 years, meeting the threshold for qualifying an area according to this factor. See **Exhibit F – Comparison of EAV Growth Rates (2017-2022)** for more information on the EAV changes in the Area over the last five years relative to the balance of the City and the Consumer Price Index for All Urban Consumers.

Exhibit F – Comparison of EAV Growth Rates (2018-2023)

Downtown TIF Redevelopment Project Area City of Bloomington, Illinois					
Assessment Year	Project Area EAV *	EAV Declined?	Balance of City **	Area Growth Rate Less Than Balance of City?	Area Growth Rate Less Than CPI Index for All Urban Consumers?
2018	\$ 31,120,211		\$1,841,224,454		
2019	\$ 33,034,883		\$1,833,211,712		
Annual Percent Change	6.2%	NO	-0.4%	NO	NO
2020	\$ 31,515,877		\$1,861,484,227		
Annual Percent Change	-4.6%	YES	1.5%	YES	YES
2021	\$ 32,566,214		\$1,900,261,934		
Annual Percent Change	3.3%	NO	2.1%	NO	YES
2022	\$ 34,459,382		\$2,020,800,897		
Annual Percent Change	5.8%	NO	6.3%	YES	YES
2023	\$ 37,492,147		\$2,217,964,050		
Annual Percent Change	8.8%	NO	9.8%	YES	NO

* Source: McClean County Assessor data.
** Source: McClean County Tax Computation Reports 2018-20223.

Eligibility of Vacant Parcels

1. Deterioration of structures or site improvements in neighboring areas

There are 19 out of 19 (100%) vacant parcels adjacent to properties containing deteriorated structures and/or site improvements.

2. Declining or Sub-par EAV Growth

(See Summary of Declining or Sub-par EAV Growth in the subsection titled Eligibility of Improved Parcels)

SECTION III - REDEVELOPMENT PLAN AND PROJECT

Section III and Section IV constitute the Redevelopment Plan and Project for the Downtown TIF Redevelopment Project Area.

General Land Uses to Apply

The general land uses to apply for the Area are shown in **Exhibit G – General Land Use Plan**.

Objectives

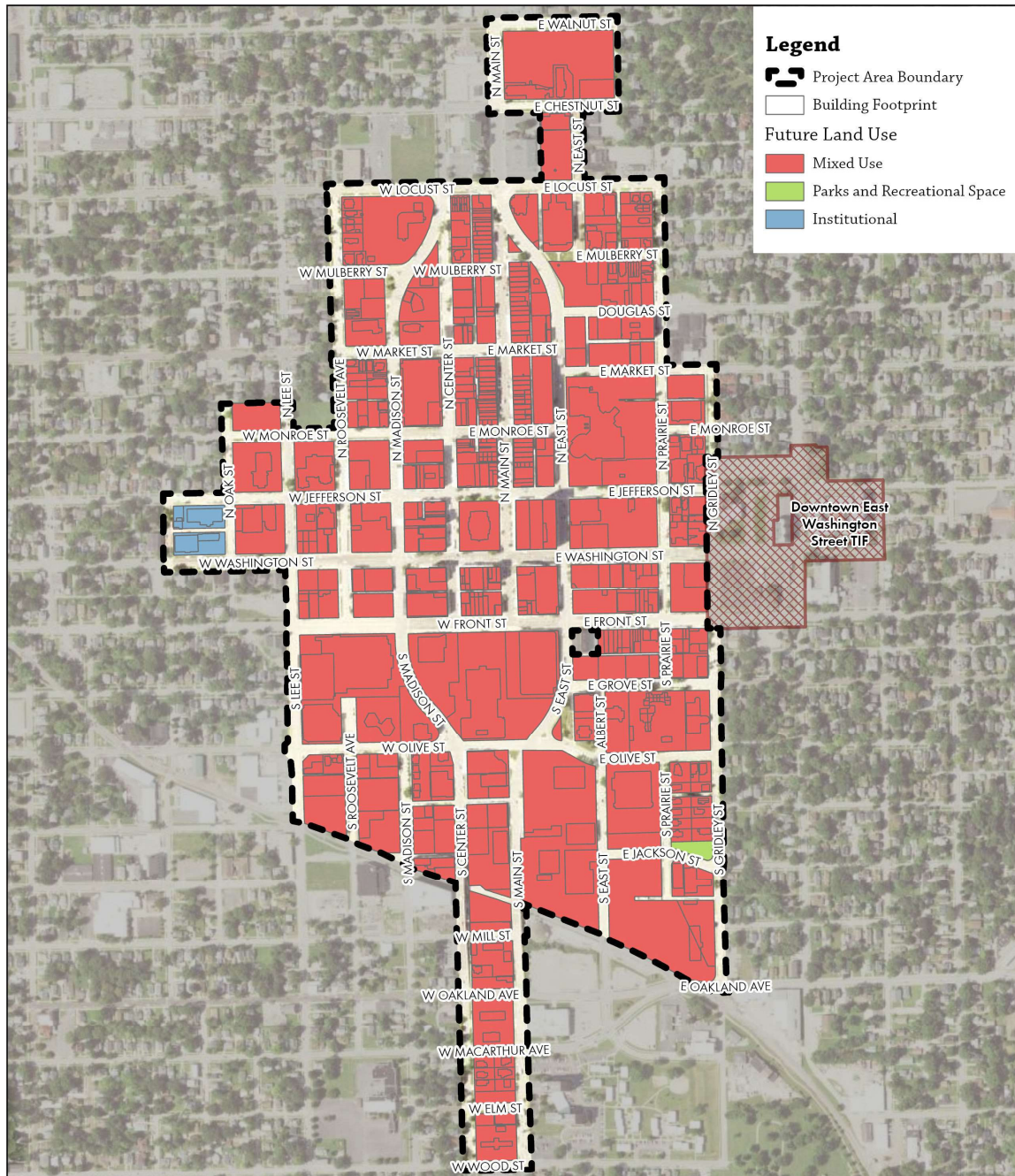
The objectives of this Plan are as follow:

1. To provide adequate infrastructure to alleviate blight, ensure safe conditions, and enhance the efficiency of the infrastructure networks. This infrastructure could include, but is not limited to, sidewalks, streets, and streetlights.
2. Enhance the tax base for the City and all other taxing bodies.
3. Encourage and assist private investment and redevelopment within the Area through the provision of financial assistance as permitted by the Act.
4. Complete all public and private actions required in this Plan in an expeditious manner.
5. Maintain transparency and accountability with residents and taxing bodies by reporting annually on Area projects to the State of Illinois and the Joint Review Board.
6. Enter into agreements with private parties and public agencies that protect the long-term financial health and wellbeing of the City.

Program to be Undertaken to Accomplish Objectives

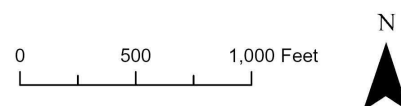
The City has determined that it is appropriate to create a program to provide financial incentives for private investment within the Area. It has been determined, through private & public project implementation experience, that tax increment financing constitutes one of the most effective means available for enabling development in the Area. Local taxing bodies are expected to benefit from the implementation of this Plan. The City will incorporate appropriate provisions within any redevelopment agreement entered into between the City and private parties ensuring redevelopment projects make progress towards achieving the objectives stated herein.

Exhibit G – General Land Use Plan



General Land Use Plan
Bloomington, IL

PCAVPLANNERS



Redevelopment Project

Activities necessary to implement the Plan may include the following:

1. Private Redevelopment Activities:

Construction of new private buildings and renovation of existing private buildings at various locations in the Area.

2. Public Redevelopment Activities:

Public improvements and support activities will be used to induce and complement private investment. These may include but are not limited to: street and sidewalk improvements, land assembly including site acquisition and site preparation, public utilities (e.g., water, sanitary and storm sewer facilities), traffic signalization, and marketing of properties, as well as other programs of financial assistance provided by the City.

3. Land Assembly, Displacement Certificate, and Relocation Assistance:

To achieve the objectives of the Plan, land assembly by the City and eventual conveyance to private entities may be necessary in order to attract private development interest. Therefore, any property located within the Redevelopment Project Area may be acquired by developers or the City, as necessary, to assemble various parcels of land to achieve marketable tracts, or if such property is necessary for the implementation of a specific public or private redevelopment project. Activities of this type may include the displacement of inhabited housing units located in the Project Area (see below).

Displacement Certificate:

Under Sections 11-74.4-3 (n) (5) and 11-74.4-4.1 (b) of the Tax Increment Allocation Redevelopment Act, the City hereby certifies that this Redevelopment Plan, as amended, will not result in the displacement of more than nine (9) inhabited residential units. If the City wishes to pursue a project that will result in the displacement of more than nine (9) inhabited residential units, the City must first produce a housing impact study that lays out the availability of adequate replacement housing pursuant to the TIF Act.

Relocation Assistance:

If households of low-income or very low-income persons inhabit any residential housing units where relocation of the occupants is required, relocation assistance will be provided to such persons. Affordable housing and relocation assistance shall not be less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the

regulations under that Act, including the eligibility criteria. Affordable housing may be either in existing or newly constructed buildings. For purposes of this requirement in the TIF Act, “low-income households”, “very low-income households” and “affordable housing” have the meanings set forth in the Illinois Affordable Housing Act.

Exhibit H – Estimated Redevelopment Project Costs

Description	Estimated Cost ^{1, 2, & 3}	
A. Public Works or Improvements	20.0%	\$5,382,000
B. Property Assembly	10.0%	\$2,691,000
C. Building Rehabilitation/Retrofit	20.0%	\$5,382,000
D. Relocation costs	2.5%	\$673,000
E. Taxing District Capital Costs	5.0%	\$1,346,000
F. Job Training	2.5%	\$673,000
G. Interest Costs Incurred by Developers (30% of interest costs)	20.0%	\$5,382,000
H. Planning, Legal & Professional Services	5.0%	\$1,346,000
I. General Administration	5.0%	\$1,346,000
J. Financing Costs	5.0%	\$1,346,000
K. Contingency	10.0%	\$2,691,000
Total Estimated Costs ⁴		\$28,258,000
Notes: 1. All costs shown are in 2024 dollars. 2. Adjustments may be made among line items within the budget to reflect program implementation experience. 3. Private redevelopment costs and investment are in addition to the above. 4. The total estimated redevelopment project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act.		

Description of Redevelopment Project Costs

Costs that may be reimbursed are defined as “redevelopment project costs” in the Act as, may be amended from time to time. Itemized below is the statutory listing of “redevelopment project costs” currently permitted by the Act:

- 1. Costs of studies, surveys, development of plans, and specifications, implementation and administration** of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax

increment collected; except that on and after November 1, 1999 (the effective date of Public Act 91-478), no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of 3 years.

In addition, "redevelopment project costs" shall not include lobbying expenses. After consultation with the municipality, each tax increment consultant or advisor to a municipality that plans to designate or has designated a redevelopment project area shall inform the municipality in writing of any contracts that the consultant or advisor has entered into with entities or individuals that have received, or are receiving, payments financed by tax increment revenues produced by the redevelopment project area with respect to which the consultant or advisor has performed, or will be performing, service for the municipality. This requirement shall be satisfied by the consultant or advisor before the commencement of services for the municipality and thereafter whenever any other contracts with those individuals or entities are executed by the consultant or advisor;

- 1.5. After July 1, 1999, **annual administrative costs shall not include general overhead or administrative costs of the municipality** that would still have been incurred by the municipality if the municipality had not designated a redevelopment project area or approved a redevelopment plan;
- 1.6. The **cost of marketing sites** within the redevelopment project area to prospective businesses, developers, and investors;
2. **Property assembly costs**, including but not limited to **acquisition of land** and other property, **real or personal**, or rights or interests therein, **demolition of buildings, site preparation**, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and **the clearing and grading of land**;
3. **Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings**, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;
4. **Costs of the construction of public works or improvements**, including any direct or indirect costs relating to Green Globes or LEED certified

construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999, redevelopment project costs **shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building** as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either

- (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to November 1, 1999 or
 - (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;
- 5. **Costs of job training and retraining projects**, including the cost of "welfare to work" programs implemented by businesses located within the redevelopment project area;
 - 6. **Financing costs**, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
 - 7. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a **taxing district's capital costs** resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project.
 - 8. **Relocation costs** to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law or in order to satisfy subparagraph (7) of subsection (n);
 - 9. **Payment in lieu of taxes** [see Sec. 11-74.4-3 (m) of the Act];
 - 10. **Costs of job training**, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-

technical or technical fields leading directly to employment, **incurred by one or more taxing districts**, provided that such costs

- (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and
- (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code;

11. Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

- (A) such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
- (B) such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
- (C) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (11) then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
- (D) the total of such interest payments paid pursuant to this Act may not exceed 30% of the total
 - (i) cost paid or incurred by the redeveloper for the redevelopment project plus
 - (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act.

- 12.** Unless explicitly stated herein the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.
- 13.** After November 1, 1999 (the effective date of Public Act 91-478), none of the redevelopment project costs enumerated in this subsection shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality.

For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.

- 14.** No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008 (the effective date of Public Act 95-934), unless no prudent and feasible alternative exists. "Historic resource" for the purpose of this item (14) means
 - (i)** a place or structure that is included or eligible for inclusion on the National Register of Historic Places or
 - (ii)** a contributing structure in a district on the National Register of Historic Places.

This item (14) does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

SECTION IV - OTHER FINDINGS AND REQUIREMENTS

Conformance with Comprehensive Plan

The General Land Use Plan conforms with the City's comprehensive plan adopted on August 24, 2015. In addition, all development in the Redevelopment Project Area will comply with applicable codes and ordinances. See **Exhibit G – General Land Use Plan** for more details.

Area, on the Whole, not Subject to Growth and Development

While some properties have experienced investment and construction activity, the vast majority of the redevelopment project area has experienced little renovation activity and virtually no new construction activity. The area has not performed at the same level as the rest of the City and some surrounding communities. The properties in the Area have not been subject to growth and development through investment of private enterprise. (See **Exhibit I – EAV Trends** below)

Exhibit I – EAV Trends

EAV Trends (2018-2023) Downtown TIF Redevelopment Project Area City of Bloomington, Illinois					
	EAV 2018	EAV 2023	Change	Percent Change	Annual Percent Change
RPA ¹	\$ 31,120,211	\$ 37,492,147	\$ 6,371,936	20.5%	3.80%
CPI ²	251.107	304.702	53.6	21.3%	3.94%
Balance of City ³	\$ 1,841,224,454	\$ 2,217,964,050	\$ 376,739,596	20.5%	3.79%
¹ Equalized Assessed Valuation (EAV) of the Redevelopment Project Area					
² Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics					
³ Total City EAV minus Project Area EAV.					

Would Not be Developed "but for" TIF

The properties in the Area are not reasonably anticipated to be improved without the direct participation of the City to provide funding in the form of financial incentives and infrastructure spending. Without the influence of public financing through tax increment financing, the City would not be able change the trajectory of the Project Area and attract private investment and perform infrastructure improvements.

Assessment of Financial Impact

The City and Joint Review Board will monitor the progress of the TIF program and its future impacts on all local taxing bodies. In the event significant adverse impacts are identified that increase demands for facilities or services in the future, the City will

consider utilizing tax increment proceeds or other appropriate actions, to the extent possible, to assist in addressing the needs.

All overlapping taxing bodies will continue to receive property tax revenues on the base values of properties to be added to the Area during the balance of the life of the TIF program. In addition, it is reasonable to assume that the economic and financial benefits resulting from redevelopment efforts in the Area will spill into other sections of the community and generate additional revenues for the above listed government entities. In addition, after the expiration of the TIF program, the taxing districts will receive the benefits of an increased property tax base. It is also reasonable to assume that the benefits of the increased property tax base would not reasonably be expected to occur without the implementation of the Plan and the use of tax increment financing.

Estimated Date for Completion of the Redevelopment Project

The estimated date for the completion of the Redevelopment Project or retirement of obligations issued may not be later than December 31st of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the ordinance approving the redevelopment project area was adopted.

Sources of Funds

The sources of funds to pay for redevelopment project costs associated with implementing the Plan will come from the increment generated by increasing property values due to new construction and renovated structures. If available, revenues from other economic development funding sources, public or private, may be utilized. These may include State and Federal programs, local retail sales tax, revenues from any adjoining tax increment redevelopment project areas, and land disposition proceeds from the sale of land in the Area, as well as other revenues. The final decision concerning redistribution of yearly tax increment revenues may be made as part of a bond ordinance.

Nature and Term of Obligations

Without excluding other methods of City or private financing, the principal source of funding will be those deposits made into the Special Allocation Fund of monies received from the taxes on the increased value (above the initial equalized assessed value) of real property in the Area. These monies may be used to repay private or public sources for the expenditure of funds made as Redevelopment Project Costs for applicable public or private redevelopment activities noted above, or may be used to amortize Tax Increment Revenue obligations, issued pursuant to this Redevelopment Plan, for a term not to exceed the expiration date of this TIF Program, bearing an annual interest rate as permitted by law.

Revenues received in excess of 100% of funds necessary for the payment of principal and interest on the bonds and not needed for other redevelopment project costs or early bond retirements shall be declared as surplus and become available for distribution annually to the taxing bodies to the extent that this distribution of surplus does not impair the financial viability of the project. One or more bond issues may be sold at any time in order to implement this Redevelopment Plan. The City may utilize revenues from any other source, including City, State, or Federal funds, or tax increment revenues from this Project or adjoining TIF areas to pay for the costs of completing this Project.

Most Recent EAV of Properties Added and Revised Redevelopment Valuation

1. Most Recent EAV of Properties Added to the Project Area:

The most recent total equalized assessed valuation (EAV) for the properties in the Area is estimated to be \$37,492,147. A list of the parcel identification numbers (PIN's) for the properties in the Area are included in the **Appendix as Attachment C – Property Identification Number (PIN) List & Map**. After the approval of the Plan by the City, the City will make a request to the County Clerk of McLean County to certify the base EAV for each parcel of real estate added to the Area.

2. Estimate of Valuation After Redevelopment:

Contingent on the adoption of this Plan and commitment by the City to the Redevelopment Program, it is anticipated that the private redevelopment investment in the Area, as amended, will cause the equalized assessed valuation of said Area to increase to approximately \$59,400,000. This projected value is based on a gradual increase in EAV over time as needed improvements are completed, private investment is attracted, and property value growth approaches that of the rest of the City.

Fair Employment Practices and Affirmative Action

Fair employment practices and affirmative action remain the same as stated in the Plan.

Reviewing and Amending the TIF Plan

This Redevelopment Plan may be amended in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq. Also, the City shall adhere to all reporting requirements and other statutory provisions.

APPENDIX

ATTACHMENT A LEGAL DESCRIPTION

City of Bloomington – Redevelopment Project Area Boundary

A part of Section 4 and the N½ of Section 9, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 17 in Block 4 of Durley's Addition, said point lying at the intersection of the east side of the public alley in said Block 4 and the north right of way line of Walnut Street; thence South along the east right of way line of the public alley in Block 7 in said Durley's Addition and the southerly extension thereof to the northwest corner of Lot 1 in Block 11 of said Durley's Addition on the south right of way line of Chestnut Street; thence West on said south right of way line to the northwest corner of said Block 11 on the east right of way line of East Street; thence South along said east right of way line to the southwest corner of said Block 11 on the north right of way line of Locust Street; thence East along said north right of way line to the southwest corner of Block 10 of said Durley's Addition on the east right of way line of Prairie Street; thence South along said east right of way line to the southwest corner of Block 3 in KH Fell's 2nd Addition to Bloomington on the north right of way line of Market Street; thence East on said north right of way line to the southwest corner Block 4 in said KH Fell's 2nd Addition on the east right of Gridley Street; thence South along said east right of way line to the southwest corner of the North 100 feet of Lot 6 in Block 2 in Evan's Addition to Bloomington; thence West 60 feet to the southeast corner of the North 100 feet of Lot 43 in White's Addition to Bloomington on the west right of way line of said Gridley Street; thence South along said west right of way line to the northeast corner of Lot 6 in said White's Addition to Bloomington on the south right of way line of Front Street; thence East 50 feet to the northwest corner of Block 7 in said Evan's 2nd Addition to Bloomington on the east right of way line of Gridley Street; thence South along said east right of way line and the southerly extension thereof to the north line of Block 2 of Schroeder's Addition to Bloomington on the south right of way line of Oakland Avenue; thence West on said south right of way line to the northeasterly right of way line of the Norfolk Southern Railroad; thence Northwesterly to a point at the intersection of the north right of way line of Oakland Avenue and the northerly right of way line of said Norfolk Southern Railroad; thence Northwesterly along said northerly railroad right of way line to the east right of way line of Main Street; thence South along said east right of way line to the northwest corner of Lot 1 in Wolcott's Addition to Bloomington on the south right of way line of Wood Street; thence West along said south right of way line to the northeast corner of Lot 1 in Hodler's Addition to Bloomington on the west right of way line of Center Street; thence North along said west right of way line to the northerly right of way line of the Norfolk Southern Railroad; thence Northwesterly along said northerly railroad right of way line to the west right of way line of Lee Street; thence North on said west right of way line to the southeast corner of Parcel Two as conveyed to the City of Bloomington per the Warranty Deed recorded as Document No. 2005-24566; thence Northwesterly on the southerly line of said Parcel Two to the northwest corner thereof on the south right of way line of Olive Street; thence North to southwest corner of Parcel One as conveyed in

said Document No. 20045-24566 on the north right of way line of Olive Street; thence North-easterly on the northerly line of said Parcel One to the northeast corner thereof on the west right of way line of Lee Street; thence North along said west right of way line to the northeast corner of Lot 107 in James Allin's Addition to Bloomington on the south right of way line of Washington Street; thence West on said south right of way line to the northeast corner of Lot 1 in Leavitt's Subdivision to Bloomington on the west right of way line of Mason Street; thence North on said west right of way line and the northerly extension thereof to the north right of way line of Jefferson Street; thence East on said north right of way line to the southeast corner of Lot 3 in James Mason's Addition to Bloomington on the west right of way line of Oak Street; thence North on said west right of way line to point on the westerly extension of the north line of Lot 6 in Assessor's Subdivision of Block 32 of Allin, Gridley & Prickett's Addition to Bloomington; thence East on the north line of said Lot 6 and the easterly extension thereof to the west right of way line of Lee Street; thence North on said west right of way line to a point on the westerly extension of the north line of Lot 1 in George W. Anderson's Subdivision on the east right of way line of said Lee Street; thence South on said east right of way line to the southwest corner of Lot 2 in said George W. Anderson's Subdivision on the north right of way line of Monroe Street; thence East on said north right of way line to the southeast corner of Block 33 in said Allin, Gridley & Prickett's Addition to Bloomington on the west right of way line of Roosevelt Street; thence North along said west right of way line to the southeast corner of Lot 3 in Owner's Subdivision of Lot 9 and Part of Lot 8 in Block 16 of Allin, Gridley & Prickett's Addition to Bloomington on the north right of way line of Locust Street; thence East along said north right of way line to the southeast corner of Lot 11 in Block 12 in Durley's Addition to Bloomington on the west right of way line of the public alley; thence North along said west right of way line to the northeast corner of Lot 2 in said Block 12 on the south right of way line of Chestnut Street; thence West along said south right of way line to the northeast corner of Block 13 in Allin, Gridley & Prickett's Addition to Bloomington on the west right of way line of Main Street; thence North along said west right of way line to the southeast corner of Block 1 in said Allin, Gridley & Prickett's Addition to Bloomington on the north right of way line of Walnut Street; thence East along said north right of way line to the Point of Beginning;

EXCEPTING THEREFROM the following described tract of land to wit: Lots 112 and 113, Except the East 6 inches of Lot 112, in James Allin's Second Addition to the City of Bloomington, in McLean County, Illinois.

ATTACHMENT B
PHOTOGRAPHIC EVIDENCE















ATTACHMENT C
PIN LIST AND LOCATOR MAP

Locator ID	Parcel ID No. (PIN)	Taxpayer Name
1	2104133009	CITY OF BLOOMINGTON
2	2104133010	ILLINOIS WESLEYAN UNIVERSITY
3	2104205014	ILLINOIS WESLEYAN UNIVERSITY
4	2104137000	
4	2104137007	CITY OF BLOOMINGTON
4	2104137006	CITY OF BLOOMINGTON
4	2104137005	CITY OF BLOOMINGTON
4	2104137003	CITY OF BLOOMINGTON
4	2104137002	CITY OF BLOOMINGTON
4	2104137001	CITY OF BLOOMINGTON
4	2104137004	CITY OF BLOOMINGTON
4	2104137008	CITY OF BLOOMINGTON
4	2104137011	CITY OF BLOOMINGTON
4	2104137010	CITY OF BLOOMINGTON
4	2104137009	CITY OF BLOOMINGTON
5	2104136013	CITY OF BLOOMINGTON
6	2104176001	KURTIS & AMY HERALD
7	2104176002	ELBA CASTILLO
8	2104176003	ELBA CASTILLO
9	2104176004	KATHIE SISSON
10	2104176018	YON SPENCER
11	2104176007	HONEY CREEK PROPERTIES
12	2104176008	%LUE A WALTERS LAW N JAW APTS
13	2104176017	%THE RELATED COMPANIES ATTN:MIKE FINKLE PHOENIX TOWER PRESERVATION, LP
14	2104196000	
14	2104196007	KENDALL WAYNE WARNER
14	2104196008	JESSICA MILLER
14	2104196006	STEPHEN BEASLEY
14	2104196005	LUCAS MAXWELL
14	2104196003	ROBERT & KARI RUST FULTON
14	2104196004	MELISSA MOODY
14	2104196002	MICHAEL THEUNE
14	2104196001	LEONARD KURFIRST
15	2104178017	STEVEN L & TERI L PARKER
16	2104178003	THE CENTER FOR YOUTH & FAMILY SOLUTIONS
17	2104178004	VALERIE PARKER
18	2104178016	ZCV3 LLC
19	2104178013	SCOTT LYNCH
20	2104178012	ANN DONA

21	2104178011	ANN DONA
22	2104178010	ROAD RUNNER REAL ESTATE
23	2104178009	MIA GLOBAL VENTURES LLC
24	2104178008	PAUL VAN HOOK
25	2104178007	ZCV3 LLC
26	2104178005	6 PROPERTY LLC
27	2104178006	FARI GHARAMANY
28	2104179011	CITY OF BLOOMINGTON
29	2104179015	JAMIE MAPUGAY
30	2104179016	CITY OF BLOOMINGTON
31	2104179007	CITY OF BLOOMINGTON
32	2104251001	MURIEL RIDDLE
33	2104251002	MURIEL RIDDLE
34	2104251014	MCLEAN COUNTY ART ASSN
35	2104251005	THOMAS K & PATRICIA A BERGLUND
36	2104251007	CITY OF BLOOMINGTON
37	2104251008	TERESA BLAKENEY
38	2104251009	JOHN BLAKENEY
39	2104251010	RANDY AMMERMAN
40	2104251011	MSW PROPERTY MANAGEMENT LLC
41	2104251012	MCLEAN COUNTY ARTS CENTER
42	2104251006	DAVID REEVES
43	2104251013	JEWELL LUDWIG
44	2104254006	HAROLD & MARY FRANZEN
45	2104254007	LESTER F & JEANNETTE H MORRISSEY
46	2104254013	MICHAEL N PKNG LOT DOUGLAS MANNA
47	2104254012	OLD HOUSE SOCIETY
48	2104254005	ZCV3 LLC
49	2104254004	PAUL YOUNGBLOOD
50	2104254003	LIU MAN CHIU
51	2104254014	ILLINOIS STATE UNIVERSITY
52	2104184011	CITY OF BLOOMINGTON
53	2104184008	MCLEAN COUNTY ART ASSN
54	2104183023	PLIP LLC 517
55	2104183020	LGP ENTERPRISES LLC
56	2104183022	LGP ENTERPRISES LLC
57	2104183021	ABUNDANT LIFE IN CHRIST CHURCH
58	2104183024	LYB PARTNERSHIP
59	2104183011	LYB PARTNERSHIP
60	2104183010	WB & S GROUP, LLC
61	2104183009	WB & S GROUP, LLC
62	2104183025	PLIP LLC 517

63	2104183005	TONY FABRIZIO
64	2104183004	HEARTLAND BANK & TRUST HBT 386
65	2104183003	HEARTLAND BANK & TRUST HBT386
66	2104183002	529 N MAIN DADDIOS LLC
67	2104183001	531 533 N MAIN MULLIGANS LLC
68	2104182019	LYB PARTNERSHIP
69	2104182018	PARTNERS FOR COMMUNITY
70	2104182011	KATHA KOENES
71	2104182017	JOHN SHANK
72	2104182020	FRONTIER COMMUNICATIONS
73	2104182006	ZCV3 LLC
74	2104182005	STEVEN DEVORE
75	2104182004	%MID-NORTHERN MGMT INC THE DOWNTOWNER
76	2104182003	HERMES PROPERTIES INC
77	2104182002	PARTNERS FOR COMMUNITY
78	2104182001	M & T MANAGEMENT
79	2104181017	HERMES PROPERTIES INC
80	2104181015	MCLEAN COUNTY CENTER FOR HUMAN SERVICES INC
81	2104181016	MCLEAN COUNTY CENTER FOR HUMAN SERVICES INC
82	2104181014	MCLEAN OCUNTY LAND TRUST DJS 82100
83	2104180009	HERMES ENTERPRISES
84	2104180007	ALAN DICK
85	2104180006	ALAN & PAMELA DICK
86	2104180010	CITY OF BLOOMINGTON
87	2104180004	TVEO CORPORATION
88	2104186016	ZAYDA CROCIATA
89	2104186015	CITY OF BLOOMINGTON
90	2104186002	CODY TROUTMAN
91	2104186003	CITY OF BLOOMINGTON
92	2104186010	OAK LLC
93	2104198000	
93	2104198001	KRISTIN GIVENS
93	2104198007	TROY CLARK
93	2104198003	NANCY ISAACSON
93	2104198005	PATRICIA STILLER
93	2104198002	RONALD & ELIZABETH COHEN HENDERSON
93	2104198004	ARIANA MILLER
93	2104198006	SEAN LARSEN
94	2104186017	ACT3 PROPERTIES LLC
95	2104186004	MELANIA SANCHEZ
96	2104186005	AL TANNAHILL
97	2104186006	BRENDA & CLARENCE A TANNAHILL

98	2104186007	AL TANNAHILL
99	2104186008	C ALLAN & BRENDA TANNAHILL
100	2104186009	RUTH RICE
101	2104186018	AMT PROPERTIES INC.
102	2104187009	CITY OF BLOOMINGTON
103	2104188023	MCLEAN COUNTY CENTER FOR HUMAN SERVICES INC
104	2104188003	MCLEAN COUNTY CENTER FOR HUMAN SVC
105	2104188027	GREGORY BENOIT
106	2104188028	PAMELA JEAN EATON
107	2104188005	JUI CHENG
108	2104188006	A CELESTE HOCHHALTER
109	2104188019	JOHN WOLLRAB
110	2104188022	GREEN BUILDING LLC
111	2104188015	6 PROPERTY LLC
112	2104188014	RJV PROPERTY
113	2104188013	KEN CHIU-TCHENG
114	2104188012	DEBRA RISBERG
115	2104188011	% DOUGLAS N. KOTH ED & DOUG'S BIG ADVENTURE, LLC
116	2104188021	MARY MUNSON
117	2104188020	MARY MUNSON
118	2104188009	MARY MUNSON
119	2104188008	KEYSTONE STATE PROPERTIES LLC
120	2104189001	FRONTIER COMMUNICATIONS
121	2104189002	ZCV3 LLC
122	2104189003	ZCV3 LLC
123	2104189004	ZCV3 LLC
124	2104189005	RJV PROPERTY
125	2104189006	ZCV3 LLC
126	2104189007	FRED WOLLRAB
127	2104189008	% REDBIRD PROPERTY MGMT INC BEN HART WONDERLIN
128	2104189009	% REDBIRD PROPERTY MGMT INC BEN HART WONDERLIN
129	2104189010	ZCV3 LLC
130	2104189011	FRANK HOFFMAN
131	2104189014	FRONTIER COMMUNICATIONS
132	2104185005	CITY OF BLOOMINGTON
133	2104257001	CB BLOOMINGTON PROPERTY, LLC
134	2104257013	CITY OF BLOOMINGTON
135	2104257012	MIKE MANNA
136	2104257011	% MIKE MANNA ZCV3 LLC
137	2104257010	BOKAT INC
138	2104257014	CITY OF BLOOMINGTON
139	2104185004	CB BLOOMINGTON PROPERTY, LLC

140	2104262001	BOARD OF EDUCATION ESC
141	2104266004	JOHN SCANLON
142	2104402002	ROSE HARMS
143	2104402003	AF & AM BLOOMINGTON LODGE #43
144	2104266003	HOUSE OF PRAYER NO 6 APOSTOLIC CHURCH OF GOD
145	2104266001	MICHAEL & SARA BAKER
146	2104401009	UEP BLOOMINGTON LLC
147	2104261012	SECOND PRESBYTERIAN CHURCH
148	2104329003	W BRADLEY & DAVID A PARK
149	2104194006	GREEN BUILDING
150	2104194001	MCLEAN COUNTY LAND TRUST
151	2104194002	MCLEAN COUNTY LAND TRUST
152	2104194003	THE LINCOLN ROOM LLC
153	2104194004	HAROLD & RHEA EDGE BOYD
154	2104194005	DON GRANADOS ENTERPRISES LLC
155	2104329001	RJV PROPERTY
156	2104329002	PRAIRIELAND INVESTMENT PARTNERS LLC
157	2104328028	ESTELLE BROWN
158	2104193009	MID CITY PROPERTY LLC
159	2104193008	JAN LANCASTER
160	2104197000	
160	2104197001	CHARLES STUCKEY
160	2104197003	CHARLES STUCKEY
160	2104197002	CHARLES STUCKEY
161	2104193006	6 PROPERTY LLC
162	2104193003	ROBERT A & ROBERTA R DELORENZO
163	2104193001	PAUL LAWRENCE
164	2104193002	REDBIRD PROPERTY MANAGEMENT CO
165	2104193004	JOHN WERDERITS
166	2104369000	
166	2104369001	405-407 N MAIN LLC
166	2104369002	405-407 N MAIN LLC
166	2104369003	SKCO REAL ESTATE LLC
166	2104369004	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369005	STEVEN WANNEMACHER
166	2104369006	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369008	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369009	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369011	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369012	SKCO REAL ESTATE LLC
166	2104369013	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369014	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC

166	2104369015	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369016	HERITAGE ENTERPRISES INC
166	2104369017	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369018	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369019	STEVEN WANNEMACHER
166	2104369020	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369010	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369007	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
167	2104327003	% DARRELL L HARTWEG ILLINOIS HOUSE BUILDING LLC
168	2104327004	PANTAGRAPH PRINTING & STATIONERY CO
169	2104192008	TIMOTHY TILTON
170	2104191002	OAK LLC
171	2104326001	PANTAGRAPH PRINTING & STATIONERY CO
172	2104303002	FIRST CHRISTIAN CHURCH
173	2104302007	CITY OF BLOOMINGTON
174	2104161009	FIRST CHRISTIAN CHURCH
175	2104305001	SALVATION ARMY
176	2104305015	SALVATION ARMY
177	2104306006	STEPHEN SNYDER
178	2104307001	JRH REVOCABLE LIVING TRUST
179	2104307003	JRH REVOCABLE LIVING TRUST
180	2104307004	JOHN MILLER
181	2104307005	OAK LLC
182	2104307002	MATTHEW ERICKSON
183	2104331009	OAK LLC
184	2104332003	ENSENBERGER BUILDING CORP
185	2104325000	
185	2104325025	RICHARD HALL
185	2104325026	EMIKA IJUN
185	2104325027	CARLA VANDONGEN
185	2104325028	D JAY COTE
185	2104325029	GAVIN RANK
185	2104325030	CONSOLIDATED PROPERTIES LLC SERIES EB
185	2104325031	CHRISTOPHER D & JENNIFER E LANSFORD
185	2104325021	NANCY ISAACSON
185	2104325022	LESLI GRIFFITH
185	2104325023	DANIEL NIV
185	2104325024	THOMAS DZURISON
185	2104325001	CONSOLIDATED PROPERTIES LLC SERIES EB
185	2104325002	CONSOLIDATED PROPERTIES LLC SERIES EB
185	2104325003	WILLIAM GLASS
185	2104325004	NANCY LOITZ

185	2104325005	BRYAN PRESTON
185	2104325006	CONSOLIDATED PROPERTIES LLC SERIES EB
185	2104325007	EDWARD WOLLENSCHLAGER
185	2104325008	FRANK & JOANNA SALATA
185	2104325009	DEBORAH RUBIN
185	2104325010	CONSOLIDATED PROPERTIES LLC SERIES EB
185	2104325011	PAUL & ANDREA KHOURY
185	2104325012	SNYDER
185	2104325013	CONSOLIDATED PROPERTIES LLC SERIES EB
185	2104325014	ZACHARY DAVID LEWIS
185	2104325015	BRUCE JOHNSON
185	2104325016	CLARE FRIGO
185	2104325017	EVAN PAGE DONALDSON
185	2104325018	NATHAN HODGE
185	2104325019	CONSOLIDATED PROPERTIES LLC SERIES EB
185	2104325020	SCOTT & TAMI WACKER
186	2104332002	FRED WOLLRAB
187	2104332005	FRED WOLLRAB
188	2104332006	6 PROPERTY LLC
189	2104332008	DILLON DEVELOPMENT
190	2104332014	ENSENBERGER BUILDING CORP
190	2104370000	
190	2104370001	PEOPLES BANK TRUSTEE
190	2104370002	MCLEAN COUNTY LAND TRUST
190	2104370003	MCLEAN COUNTY
190	2104370004	CLAY COX
190	2104370005	MCLEAN COUNTY LAND TRUST
191	2104333001	PUBLIC BUILDING COMMISSION
192	2104334011	121 NORTH MAIN LLC
192	2104371000	
192	2104371001	121 NORTH MAIN LLC
192	2104371002	FRED DRAKE HEARTLAND BANK AND TRUST COMPANY
192	2104371003	121 N. MAIN, LLC
192	2104371004	121 N. MAIN, LLC
193	2104334007	UEP BLOOMINGTON LLC
194	2104335011	%MARVIN F POER & CO PNC REALTY SERVICES
195	2104335010	CITY OF BLOOMINGTON
196	2104406001	AUGSPURGER LLC
197	2104406002	WILLIAM WAGNER
198	2104406006	WILLIAM EDWARDS
199	2104406003	GUDEMAN PROPERTIES LLC
200	2104406004	COSTIGAN & WOLLRAB PC

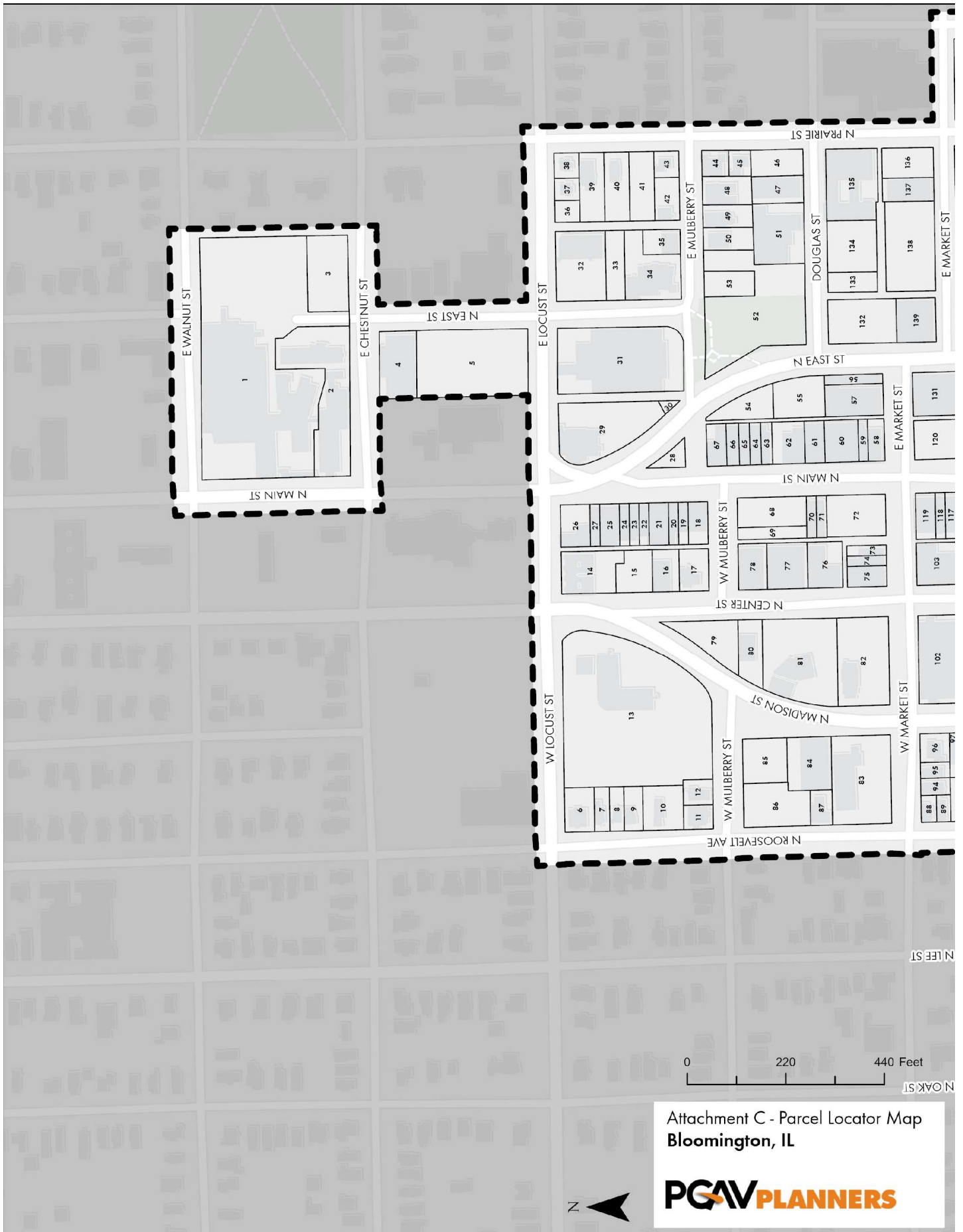
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202	2104406007	COSTIGAN & WOLLRAB PC
203	2104410006	EMPYREAN HOLDINGS, LLC
204	2104409005	GREEN BUILDING
205	2104409004	GREEN BUILDING
206	2104420000	
206	2104420001	XL Vixens, LLC
206	2104420003	MICAH & MELISSA MCCLELLAND
206	2104420004	DAVID STARK
206	2104420005	MANDULA BAY LLC
207	2104409019	COUNTY ENTERPRISES LLC PARKER MCLEAN COUNTY
208	2104340006	PUBLIC BUILDING COMMISSION
209	2104409016	COUNTY ENTERPRISES LLC PARKER MCLEAN
210	2104409014	CME REAL ESTATE INVESTMENTS LLC
211	2104409010	JAMES FINEGAN
212	2104409011	INN FRONT LLC
213	2104409012	INN FRONT LLC
214	2104339037	PUBLIC BUILDING COMMISSION
215	2104339014	LAND TRUST NO CJG-21-0185-00
216	2104339034	MCLEAN COHISTORICAL SOC
217	2104339007	LAND TRUST NO CJG-21-0185-00
218	2104339038	HOLDING LLLP PIOLETTI PIOLETTI & NICHOLS
219	2104338022	FRED WOLLRAB
220	2104338006	FRED WOLLRAB
221	2104338005	FRED WOLLRAB
222	2104338004	FRED WOLLRAB
223	2104338003	MEMED NURCESKI
224	2104338002	FRED WOLLRAB
225	2104338020	RUSSEL FRANCOIS
226	2104338021	FRED WOLLRAB
227	2104338007	ALAN & NAOMI WEINTRAUB
228	2104338008	JOHNSON FRONT & CENTER LLC
229	2104338009	MARK JOHNSON
230	2104338010	FRED WOLLRAB
231	2104338011	FRED WOLLRAB
232	2104338012	FRED WOLLRAB
233	2104338013	RYAN SZYNKAREK
234	2104338019	JOHN R DAY AND ASSOCIATES LTD
235	2104311006	JRH REVOCABLE LIVING TRUST
236	2104311002	JRH REVOCABLE LIVING TRUST
237	2104311003	JRH REVOCABLE LIVING TRUST
238	2104315010	CITY OF BLOOMINGTON

239	2104341009	LT BLOOMINGTON SENIOR HOUSING LLC
240	2104347000	
240	2104347015	LARS OSTLING
240	2104347016	ERIC OSTLING
240	2104347017	ERIC OSTLING
240	2104347018	RUSSELL DEPEW
240	2104347019	LARS OSTLING
241	2104342027	PUBLIC BUILDING COMMISSION
242	2104343029	PUBLIC BUILDING COMMISSION
243	2104344004	PUBLIC BUILDING COMMISSION
244	This property not included in final TIF boundary	
245	2104413022	BEVERLY MILLER
246	2104413020	JAMES WHITE
247	2104413003	JAMES WHITE
248	2104413004	JAMES WHITE
249	2104421000	
249	2104421001	BRADLEY GLENN
249	2104421002	BRADLEY GLENN
249	2104421004	DAVID MILLIGAN
249	2104421006	JAKOB GROOTENS
249	2104421005	FAMING & MARGORIE ELLEN ANDREWS HAN
249	2104421003	MIKE WALTER
250	2104413006	BEVERLY MILLER
251	2104413017	TODD BRESNEY
252	2104414001	WESTON PROPERTIES LLC
253	2104414002	FRED WOLLRAB
254	2104414003	THE LAUNCH PAD OF BLOOMINGTON LLC
255	2104414005	G EDWARD MURPHY
256	2104414004	JOY LUCK
257	2104413018	216 EAST GROVE LLC
258	2104345004	MCBARNES REAL ESTATE LLC
259	2104349010	CITY OF BLOOMINGTON
260	2104350002	MCBARNES REAL ESTATE LLC
261	2104350004	% ANDY KAUFMANN 210 SOUTH EAST LLC
262	2104417006	CALVERT METZLER MEMORIAL HOMES LLC
263	2104417004	301 GROVE STREET, LLC
264	2104417005	DEVYN CORP
265	2104452003	JOHN FORBES
266	2104452005	CASEY CARLSON
267	2104453005	CHAD & MICAH JESSEN
268	2104453006	TONYA PIERCE
269	2104453007	TONYA PIERCE

270	2104453008	CHAD & MICAH JESSEN
271	2104453009	CITY OF BLOOMINGTON
272	2104454005	HARRY G & MARY LOU BERNER
273	2104454011	CITY OF BLOOMINGTON
274	2104454014	CITY OF BLOOMINGTON
275	2104454004	CITY OF BLOOMINGTON
276	2104453004	JONI LEE BACK
277	2104453003	C/O REDBIRD PROPERTY MGT. BRADLEY PARK-PRAIRIE
278	2104453002	JOSE HARO
279	2104453001	BRIAN OSBORN
280	2104452004	CRABWELL PROPERTIES LLC
281	2104452002	NANCY RODGERS
282	2104452001	ANNETTA MILLER
283	2104451020	BLOOMINGTON PUBLIC LIBRARY
284	2104451022	CITY OF BLOOMINGTON
285	2104382018	CITY OF BLOOMINGTON
286	2104378001	MIA GLOBAL VENTURES LLC
287	2104378002	AERIE #527 FRAT ORDER OF EAGLES
288	2104378003	BLOOMINGTON AERIE 527 FOE
289	2104381003	ROBERT PERSCHALL
290	2104381008	TKNTK LLC
291	2104381007	TKNTK LLC
292	2104381002	TKNTK LLC
293	2104381001	PELORUS VENTURES INC
294	2104377006	STEVEN SKELTON
295	2104377004	STEPHEN GRUMISH
296	2104379003	DOUGLAS & DEBORAH NORD
297	2104379006	DOUGLAS & DEBORAH NORD
298	2104380002	HPMI, LLC
299	2104380003	WILLIAM GALLOWAY
300	2104380001	HPMI, LLC
301	2104379005	CORP & DOUGLAS NORD NOR-IM
302	2104379004	DEBORAH & DOUGLAS NORD
303	2104379007	MARGARET RING
304	2104377008	YOUTHBUILD MCLEAN COUNTY
305	2104376015	BONNIE JO OSTLING
306	2104376016	DOUGLAS NORD
307	2104376014	DOUGLAS NORD
308	2104376011	TKNTK LLC
309	2104376002	BONNIE JO OSTLING
310	2104376001	GENA NORRIS
311	2104356002	RONALD L & ELIZABETH PATTERSON

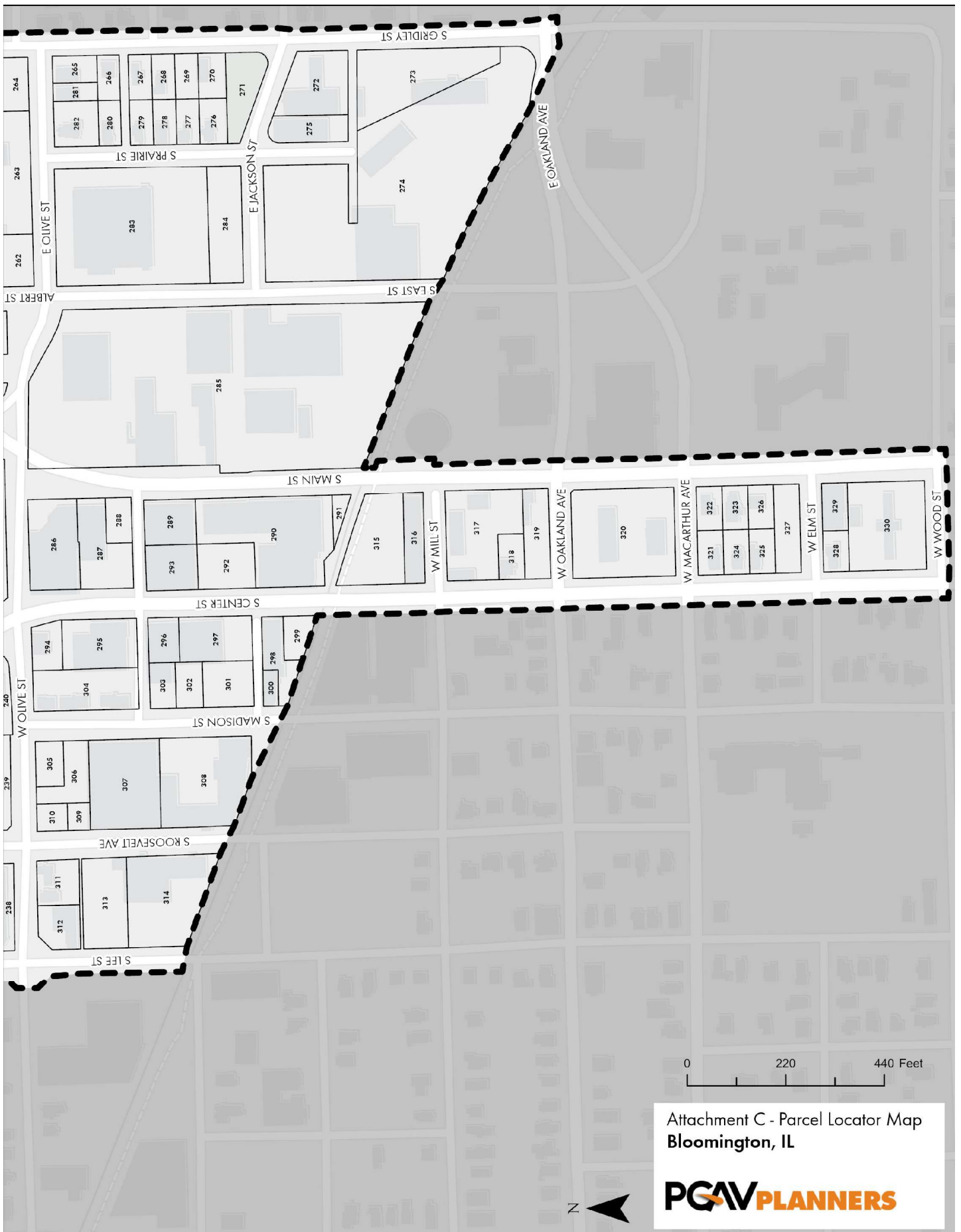
312	2104356001	JOSH BANKS
313	2104356004	MAJOR PRODUCTS CO
314	2104356005	MAJOR PRODUCTS CO
315	2104353017 (PARTIAL)	CITY OF BLOOMINGTON
316	2104385001	HPMI, LLC
317	2104388007	HPMI, LLC
318	2104388002	RJMK LLC
319	2104388006	RJMK LLC
320	2109129008	Marin & Bayley INC
321	2109129001	Miller, Annetta O
322	2109133007	Miller, Annetta O
323	2109133008	Miller, Annetta O
324	2109133002	Miller, Annetta O
325	2109133011	Limacher, Michael J & Lesley A Funk
326	2109133009	Jones, Twyman
327	2109133012	Engle, Merle David
328	2109138001	Engle, Merle David
329	2109138004	Engle, Merle David
330	2109138007	MACS Convenience Stores LLC
331	2104311005	JRH REVOCABLE LIVING TRUST
332	2104311004	JRH REVOCABLE LIVING TRUST
333	2104336001	Temple, Susan T
334	2104336002	CONSOLIDATED PROPERTIES
335	2104336005	CITY OF BLOOMINGTON
336	2104337059	CONSOLIDATED PROPERTIES LLC 120
337	2104337007	Lasaine, Dorain
338	2104372000	
338	2104372035	FRONT N CENTER INC
338	2104372036	FRONT N CENTER INC
338	2104372037	FRONT N CENTER INC
338	2104372038	FRONT N CENTER INC
338	2104372039	FRONT N CENTER INC
338	2104372041	FRONT N CENTER INC
338	2104372042	FRONT N CENTER INC
338	2104372044	FRONT N CENTER INC
338	2104372045	FRONT N CENTER INC
338	2104372046	FRONT N CENTER INC
338	2104372048	FRONT N CENTER INC
338	2104372040	FRONT N CENTER INC
338	2104372043	FRONT N CENTER INC
338	2104372047	FRONT N CENTER INC

338	2104372049	FRONT N CENTER INC
338	2104372011	FRONT N CENTER INC
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338	2104372016	FRONT N CENTER INC
338	2104372017	FRONT N CENTER INC
338	2104372018	FRONT N CENTER INC
338	2104372019	FRONT N CENTER INC
338	2104372020	FRONT N CENTER INC
338	2104372021	FRONT N CENTER INC
338	2104372023	FRONT N CENTER INC
338	2104372024	FRONT N CENTER INC
338	2104372025	FRONT N CENTER INC
338	2104372022	FRONT N CENTER INC
338	2104372026	FRONT N CENTER INC
338	2104372027	FRONT N CENTER INC
338	2104372028	FRONT N CENTER INC
338	2104372029	FRONT N CENTER INC
338	2104372030	FRONT N CENTER INC
338	2104372031	FRONT N CENTER INC
338	2104372032	FRONT N CENTER INC
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338	2104372002	FRONT N CENTER INC
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338	2104372005	FRONT N CENTER INC
338	2104372006	FRONT N CENTER INC
338	2104372007	FRONT N CENTER INC
338	2104372008	FRONT N CENTER INC
338	2104372009	FRONT N CENTER INC
338	2104372010	FRONT N CENTER INC
338	2104372034	FRONT N CENTER INC



Attachment C - Parcel Locator Map
 Bloomington, IL





Joint Review Board Recommendation

On July 1, 2024 the Joint Review Board voted to recommend that the City Council approve the Redevelopment Plan and Project, adopt an ordinance terminating the Downtown Southwest TIF District, and adopt the three ordinances that would establish the proposed Downtown Redevelopment Project Area (five voted in favor, and one abstained).

The impacted taxing districts were provided with a copy of the Redevelopment Plan. Representatives from the impacted taxing districts convened three times as the Joint Review Board (JRB) to discuss the proposed Downtown Redevelopment Project Area and ordinances. The first JRB meeting was held on June 3, 2024, and was continued to June 20, 2024. The final JRB meeting occurred on July 1, 2024.

The JRB is comprised of the following voting members: Bloomington School District #87, McLean County, Heartland Community College, the City of Bloomington Township, a designated public member, and the City of Bloomington, as well as the following non-voting members: CIRA, BNWRD, and the Bloomington Library.

Meeting Minutes from each of the JRB meetings are below:

MEETING MINUTES JOINT REVIEW BOARD MEETING REDEVELOPMENT PLAN & PROJECT FOR DOWNTOWN TIF REDEVELOPMENT PROJECT AREA CITY OF BLOOMINGTON, ILLINOIS

6/3/2024 at Government Center Boardroom 4th Floor, 115 E Washington Street, Bloomington,
IL 61701

Persons in Attendance:

Voting Members: Melissa Hon (City of Bloomington), Noah Lamb (Heartland Community College), Anthony Grant (McLean County), Deb Skillrud (Bloomington Township), Mike Cornale (SD87), Tim Tilton (Public Member)

Non-Voting Members: Derek Snyder (CIRA), Tim Ervin (BNWRD)

Other: Adam Stroud (PGAV), Megan Lamb (City of Bloomington Legal Counsel), Jeff Jurgens (City of Bloomington), Ellen Robertson (City of Bloomington), Billy Tyus (City of Bloomington), Samantha Mlot (City of Bloomington), John Pratt (SD87 Legal Counsel)

Meeting started at 9:10 a.m.

1. Mayor or designee convenes meeting of the Joint Review Board.
 - Adam Stroud appointed Melissa Hon as the designee.
 - Melissa Hon made opening remarks about the changes in development and increases in costs of labor and building materials. Cost-prohibitive development, etc.
2. Roll call of taxing district representatives.
 - Samantha Mlot led roll call
3. Board appoints person to take minutes of meeting.
 - Samantha Mlot was appointed to take minutes
First: Meissa Hon
Seconded Jon Pratt
4. Board selects Public Member to serve on Joint Review Board.
 - Tim Tilton was appointed as the Public Member
First: Deb Skillrud
Second: Mike Cornale
5. Board selects Chairperson for Joint Review Board.
 - Melissa Hon was selected as Chairperson
First: Deb Skillrud
Seconded: Noah Lamb
6. Review Responsibilities of Joint Review Board.
 - Adam Stroud gave an overview of the JRB meeting.
 - John Pratt asked if meetings could be adjourned if people weren't ready to meet based on the amount of materials received at the time of the meeting.
 - Adam Stroud asked if the other materials had previously been sent out. Ellen Robertson responded "Yes"
7. Presentation regarding the proposed TIF area and the Redevelopment Plan and proposed ordinances.
 - Adam Stroud explained the difference between a conservation area and a blighted area in a TIF
 - Adam Stroud asked if there were any questions about the boundaries on page 2- from the voting and non-voting members and there were none.
 - Deb Skillrud asked why we stopped at the railroad tracks instead of moving forward to the old YMCA and Home Sweet Home Ministries, and the current tent encampment.
 - Melissa Hon responded that the properties would be non-profit and non-tax generating developments and that when the TIF study began the landscape of that area was not what it is now.
 - John Pratt asked Adam Stroud to clarify the stat that 93.4% of buildings have deterioration. Adam Stroud clarified how they identify what deterioration looks like and how they quantify that when looking at the façade of the buildings and the area.
 - John Pratt asked when the map on Page 14 was completed, and Adam Stroud answered that they started fieldwork in 2023 and that an area of this size is ever-changing.

- Public Member, Tim Tilton, mentioned that the property he owns shows on the map that his building that is fully occupied is “deteriorated” and he wants to know what that means. Adam Stroud mentioned that he didn’t do the site work and this could have just been a deteriorated sidewalk but that he will find out.
- Downtown SW TIF has been absorbed by the Potential Downtown TIF
- Adam Stroud mentioned that the TIF Budget on Page 20 is an educated guess based off their expert experience.
 - John Pratt asked “The city wouldn’t be doing any of that work (on page 20) if that money wasn’t available”
 - Melissa answered that the City is also looking into other avenues such as grants and without lobbyists as will take some time for the increment to accrue.
 - John Pratt asked if there are private projects pending and if we would be talking about those today. Melissa said that we would not be talking about those specifically today. Adam Stroud corrected that the budget on page 20 does speak to some of those private projects.
 - John Pratt asked if these private developments would be similar to the C II East project.
 - Melissa indicated that they would not be.
 - Mike Cornale asked if these projects would be infrastructure or for physical buildings.
- Adam Stroud spoke to the amount of time a TIF can be enacted. The initial time-period is 23 years and it can be modified to add an additional 12 years.
 - John Pratt asked if there have been modification documents made available in terms of the extensions mentioned. He also spoke to the size of the area and how the EAV and scope of the area doesn’t fit the normal TIF model in his opinion. He indicated that he thought it best to make the full timeline concurrent with the development of the TIF.
- Deb Skillrud wanted it on the record that PIN associated with listed values 273 & 274 in the appendix of the plan are unresolved issues with the Township and the City. The Title currently shows the City but it should show the parcels are owned Township.
- Tim Ervin asked if there was a way to have any of these private agreements ready to go on day 1 to have the increment available.
 - Megan answered the question as to how to increment in accrued.
- Derek Snyder asked what happens if a building owner doesn’t invest in their buildings and they are in the TIF
 - Megan Lamb responded with what the incentive is to a property owner to use TIF to improve their building when using TIF dollars.
 - Derek asked what qualifies as an incentive project
 - Adam Stroud and Melissa Hon answered regarding the city’s but/for process. Billy Tyus mentioned what is and is not a TIF-eligible expense.
- Jeff Jurgens asked if it was automatic by statute to reimburse the school districts to offset for any school children that could be moving into a TIF District when residential is being developed in a TIF

- This needs to be assessed annually because the schools have the enrollment numbers.
- Jeff Jurgens mentioned that he would like to see some development across from the Arena and that we would like to see some sort of hotel, sports bar, etc.
- Mike Cornale spoke to the C II East RDA and mentioned that they took on the burden of locking in the tax abatement and asked if they would be frozen with the TIF.
 - Adam Stroud said he would look into this but that this would likely be captured with the Base EAV.
 - Mike Cornale asked if we could carve this out so they could still get their tax increment at the end of their term as the life of the new TIF would be longer than the current RDA.
 - John Pratt mentioned that in his opinion the previous TIF didn't work, and he stated the School district has participated in all of them and that we need projects to make it work.
 - Melissa Hon mentioned that we have projects that are on the line that require incentives and they will walk away if we don't have the tools.
 - John Pratt disagreed with Melissa Hon's statements and suggested that he isn't going to argue but that District 87 is always going to be willing to participate in RDA but with a TIF they don't get a say.
 - Deb Skillrud asked why we have to do a 23-year TIF and suggested that maybe we do a shorter TIF.
 - Jeff asked if we can put something in the plan that says what happens to the funds that go back proportionally to the taxing bodies. Adam Stroud suggested that we not promise a specific amount.
- Megan Lamb explained the Ordinances.
 - Ordinance terminating Downtown SW TIF District
 - Ordinance approving the Downtown TIF Redevelopment Project Area Plan and Project
 - Ordinance Designating Proposed Downtown TIF Redevelopment Project Area, A Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act
 - Ordinance Adopting TIF Allocation Tax Increment Allocation Financing For the Downtown Redevelopment Project Area

8. Discussion and recommendation of the Joint Review Board to the City Council.

- John Pratt made the statement that he will participate in a discussion but that SD87 will not be able to vote until they discuss at their board meeting.
- John Pratt asked if we should adjourn the meeting.
- Anthony Grant asked if we would need to carve out C II East
 - Billy Tyus mentioned that we would ensure this would be made right.
- Anthony Grant asked about the dates in the packet and if those would affect the projects in the pipeline.
 - Melissa Hon said it would be up to those developers.
 - Adam Stroud said it would be up to how quickly we can readjourn.
- Mike Cornale state that D87 Board meeting is 6/12.

- Jeff Jurgens asked again if the remaining increment could be designated to the taxing bodies and that language can be changed in the TIF plan. Adam Stroud mentioned that as long as none of these things are changed after the Public Hearing then we would be good.
 - We will change this language; we can remove C II East. Potentially other items as the school district reviews.
- John Pratt also mentioned that SD87 was not in favor of the Washington Senior Housing Redevelopment Agreement's use of TIF/agreement.
- John Pratt mentioned that he hasn't had a chance to review the details of the ordinances, agreements, and plans.
- **Motion to a continuation to a date to be determined:**
First: John Pratt
Second: Anthony Grant

9. Public comment

- No members of the public were present to make comment.

10. Adjourn Joint Review Board meeting.

First: John Pratt

Second: Deb Skillrud

Megan Lamb noted that we must reconvene within 30 days per TIF Statute.

Meeting Adjourned: 10:29 a.m.

MEETING MINUTES
JOINT REVIEW BOARD MEETING
REDEVELOPMENT PLAN & PROJECT
FOR DOWNTOWN TIF REDEVELOPMENT PROJECT AREA
CITY OF BLOOMINGTON, ILLINOIS

6/20/2024 at Government Center Boardroom 4th Floor, 115 E Washington Street, Bloomington, IL 61701

Persons in attendance:

Voting: Melissa Hon (City of Bloomington), Cathy Dreyer (McLean County), Mike Cornale, (SD87), Keith Cornille (Heartland Community College), Tim Tilton (Public Member)

Non-Voting: Tim Ervin (BNWRD), Derek Snyder (CIRA),

Other: Jeff Jurgens (City of Bloomington), Billy Tyus (City of Bloomington), Ellen Robertson (City of Bloomington), Samantha Mlot (City of Bloomington), Adam Stroud (PGAV), Megan

Lamb (City of Bloomington Legal Counsel), Elizabeth Megli (BNWRD Legal Counsel), John Pratt (SD87 Legal Counsel)

Meeting started at 9:14 a.m.

1. Mayor or designee convenes meeting of the Joint Review Board.
 - Melissa Hon, City of Bloomington designee opened the meeting at 9:14 a.m.
2. Roll call of taxing district representatives.
 - Ellen Robertson took the roll call.
3. Public comment
 - Ruth Haney: "I'm here in favor of the TIF of the downtown". Ruth and her husband received TIF funds in 2014 when they bought a building in the Downtown. When they purchased the building, taxes were quite low. She is now paying \$28K in taxes as opposed to the amount that she paid when her taxes were frozen during the TIF.
 - Andy Kaufman: "On behalf of the Chamber CEO Council, thank you for what you are doing here. We have spoken out positively on behalf of Downtown Streetscape and Economic Development. We are for the downtown and mechanisms that promote the downtown. What We can't do is say we are for the TIF because we haven't had a chance to discuss the TIF with our businesses."
 - i. "Now I will put on my hat as a developer who has worked with the City on a redevelopment plan with incentives and what I can say is that frankly without a TIF, projects like the Northwest Mutual Building won't move forward without standardized incentives. I, Andy Kaufman support TIF."
 - Bobby Varicella: "I own and renovate buildings downtown. A TIF is needed in Downtown. Sometimes incentives can take up to a year to get approved and when you are trying to get a deal put together while you are trying to buy a building, people won't wait around while you are waiting to see if you get an incentive."
 - i. "I am also here to speak on behalf of Fred Wollrab and he is in support of the TIF I think if you guys would support the TIF this would bring more local and more commercial and more box type and chain businesses in downtown and those are needed."
 - Darrell Hartweg: "I am the owner of the Illinois House. In 1977 my partners and I were looking for office space and we came to the Illinois House and built out a space and someone suggested we buy the building. The building has 7,500 commercial office spaces. The total amount of borrowing that we did on the TIF at the time of our renovation of the Illinois House 20 years ago was roughly \$600,000. I think that without the TIF the project may have worked out, but it made it a lot easier with the TIF."
4. The board appoints person to take minutes of meeting.
 - Melissa Hon Made a motion for Samantha Mlot to take the minutes.
 - First: Keith Cornille
 - Second: Mike Cornale
5. Review and approval of minutes from previous meeting.

- No comments.
 - First: Mike Cornale
 - Second: Derek Snyder
6. Review Responsibilities of Joint Review Board.
- No comments.
 - First: Keith Cornille
 - Second: Mike Cornale
7. Presentation regarding proposed TIF area and the Redevelopment Plan and proposed ordinances.
- Melissa Hon reviewed the changes of the Draft Redevelopment Plan. Including:
 - i. Removing the Northwestern Mutual Building
 - Melissa Hon provided information on the Draft Intergovernmental Agreement
 - i. Redistribution of the surplus to the taxing bodies.
 - ii. City Manager addressed the Streetscape and how the TIF Revenue would not be the only source of funding.
 - iii. There will be a 5-year plan review. At every 5th JRB meeting the surplus will be reviewed.
 - iv. Megan Lamb spoke to the legal language within the IGA and that she and John Pratt would be making changes to the IGA to make sure it aligns with the TIF Act.
8. Discussion and recommendation of the Joint Review Board to the City Council.
- John Pratt: Thank you to the presenters today, we have worked with all of you very well. With all due respect to Mrs. Haney, I believe the project you spoke of was an abatement project. I believe we have worked very well and very quickly, so I don't know what projects have taken more than a year. We are working with Megan on the Intergovernmental Agreement.
 - i. We would ask that we reconvene this meeting after we see the IGA in its final form. We would like to be supportive of this project if we can get these parameters in place in a timely manner.
 - Keith Cornille: John what does timely mean to you?
 - Megan Lamb: The JRB needs to meet and be finalized within 30 days so we would need to have this by July 2nd.
 - Jeff Jurgens: John, is there anything that is not in here that the school district is asking?
 - John Pratt: I think those were covered today. I respectfully disagree that they have been covered to the degree that we need them to be covered but I agree that they are in there.
 - Jeff Jurgens: Could we just make a vote today?
 - Megan Lamb: Once you make a vote, that's your recommendation to the City Council. It sounds like John would like to reconvene on July 1st or 2nd.
 - Tim Ervin: What happens if we meet on July 2nd and there is still no vote?
 - John Pratt: That resolution from 2018, do all the members have their notes back to the City Manager on that?
 - Melissa Hon: All JRB members received the resolution on May 31st via email.

- Jeff Jurgens and John Pratt: Additional cross-discussions overlapping one another.
 - Keith Cornille: To the School District, I am trying to understand the amount of revenue that would be generated from this new district.
 - Adam Stroud: The School District tax is roughly 64% of the total tax bill. This would be around \$23.9 Million in base EAV.
 - Mike Cornale: The TIF area is around 3% of the School Districts total EAV.
 - Adam Stroud: So the School District will keep receiving the 3% of EAV each year as that is the base value of the TIF.
 - Billy Tyus and Mike Cornale: Discuss the school district EAV. Cross-discussions, overlapping one another.
 - Mike Cornale: I would just like to add, that we would really like to get to a point where we can support this. We just need to get to a point where we feel comfortable.
 - Melissa Hon: We have a motion on the floor to continue the meeting on July 1st at 9:00am.
 - First: John Pratt
 - Second: Derek Snyder
9. Meeting Adjourned
- Motion to Adjourned by Melissa Hon
 - First: Mike Cornale
 - Second: Tim Tilton

Meeting Adjourned at 9:53 a.m.

DRAFT MEETING MINUTES
JOINT REVIEW BOARD MEETING
REDEVELOPMENT PLAN & PROJECT
FOR DOWNTOWN TIF REDEVELOPMENT PROJECT AREA
CITY OF BLOOMINGTON, ILLINOIS

7/1/2024 at Government Center Boardroom 4th Floor, 115 E Washington Street, Bloomington, IL 61701

Persons in Attendance:

Voting: Melissa Hon (City of Bloomington), Deb Skillrud (City of Bloomington Township), David Mouser (SD87), Tim Tilton (Public Member), Keith Cornille (Heartland Community College), Tony Grant (McLean County)

Non-Voting: Tim Ervin (BNWRD), Derek Snyder (CIRA)

Other: Jeff Jurgens (City of Bloomington), Billy Tyus (City of Bloomington), Ellen Robertson (City of Bloomington), Samantha Mlot (City of Bloomington), Megan Lamb (City of Bloomington Legal Counsel), Elizabeth Megli (BNWRD Legal Counsel), John Pratt (SD87 Legal Counsel), Mike Cornale (SD87)

Meeting started at 9:02 a.m.

1. Mayor or designee convenes meeting of the Joint Review Board.
 - Melissa Hon, City of Bloomington designee opened the meeting at 9:02 a.m.
2. Roll call of taxing district representatives.
 - Roll Call by Samantha Mlot
3. Public comment
 - Bobby Vericella: "I am a Downtown Property Owner and I am for the TIF. It provides a good incentive package for Economic Development and having it in place will expedite time and will help the City to decide if the project is viable or not. Thank you".
4. The board appoints person to take minutes of meeting.
 - Melissa Hon Made a motion for Samantha Mlot to take the minutes.
 - Second: Keith Cornille
5. Review and approval of minutes from previous meeting.
 - Melissa Hon Reviewed the Minutes
 - First: Keith Cornille
 - Second: Tim Tilton
6. Review the Responsibilities of Joint Review Board.
 - Melissa Hon Reviewed the JRB roles. There were no comments.
7. Presentation regarding the proposed TIF area and the Redevelopment Plan and proposed ordinances.
 - Melissa Hon reviewed the updates that were spoken about in the last JRB meeting regarding the CII East building (Northwest Mutual Building)
 - Melissa Hon spoke about the increased development across the city and the ripple effects this will have on the downtown
 - John Pratt wanted to thank everyone for being patient during the extra meeting. John mentioned that there is a gap in the way The City and SD87 look at TIF and we now have an Intergovernmental Agreement and that it has not been signed yet. He believes both parties will sign. The SD87 will be abstaining because they would like to have a signed agreement.
 - Jeff Jurgens: On behalf of the City, thank you. We would rather take a few extra meetings to make it right so that it was fair for all taxing bodies. We are happy with the outcome of the Intergovernmental agreement.
 - Keith Cornille: Can we get a what summary of what was agreed upon?
 - John Pratt: Megan can you give a brief summary?
 - Megan Lamb: As Melissa Hon stated earlier, the C II East building was removed from the Area, in the 11th year of the TIF, the City and the SD87 will conduct a comprehensive evaluation of the District, along with other members

of the JRB, to see if the EAV has not increased by over \$5M, the City is limited to only using 20% of the increment for Streetscape and only 20% of the increment for infrastructure improvements, and in the 11th year, the taxing bodies will receive 10% of the surplus, in the 16th year they will receive 25% of the surplus, and in the 20th year they will receive 50% of the surplus. The district is not getting any extra sweeteners in this deal.

- John Pratt: We are hopeful that this will spur a lot of development. We are concerned all along that this will incur more students and we won't get our increment. And there is a statutory section in the Act that allows us to recover and be made whole if there is a growth of student in the project area. We don't believe it is enough. We are hopeful that the agreement will get us additional funds per student.
 - Tim Ervin: How does the limitation of the infrastructure impact the plan?
 - Billy Tyus: I would say we are comfortable with the 20%.
7. Presentation regarding the proposed TIF area and the Redevelopment Plan and proposed ordinances.

No Comments.

8. Discussion and recommendation of the Joint Review Board to the City Council.

- Melissa Hon: Motioned that the JRB make a positive motion to the City Council.
- Second: Keith Cornille
- Roll Taken by Ellen Robertson
 - Yays: 5
 - Nays: 0
 - Abstain: 1
 - Item passes

9. Adjourn Joint Review Board meeting.

- Melissa Hon motioned to adjourn.
- Second: Tim Tilton

Meeting adjourned at 9:16 a.m.



REGULAR AGENDA ITEM NO. 9.D.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Designating the Proposed Downtown TIF Redevelopment Project Area, a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 3c. Revitalization of older commercial homes

Objective 5e. More attractive city: commercial areas and neighborhoods

Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

BACKGROUND: Peckham Guyton Albers & Viets ("PGAV"), Tax Increment Finance ("TIF") Consultant, has completed the Redevelopment Plan for the proposed Downtown TIF District. This Redevelopment Plan found that the proposed district qualifies for a TIF District as a Conservation Area, where 79.9% of the buildings are over 35 years old, 93.4% of improved parcels were found to be deteriorated, utilities are inadequate, and the proposed area Equalized Assessed Value ("EAV") has grown at a lower rate than the balance of the City in 3 of the past 5 years. The plan identifies objectives for the redevelopment of the proposed area. This includes providing adequate infrastructure to alleviate blight, ensure safe conditions, and enhance the efficiency of the infrastructure networks, enhance the tax base for all taxing bodies, encourage and assist private investment and redevelopment, and more. This plan was placed on file at the City Clerk Department on April 12, 2024.

The impacted taxing districts were provided with a copy of the Redevelopment Plan. Representatives from the impacted taxing districts convened three times as the Joint Review Board ("JRB") to discuss the proposed Downtown Redevelopment Project Area and ordinances. The JRB is comprised of the following voting members: Bloomington School District #87, McLean County, Heartland Community College, the City of Bloomington Township, a designated public member, and the City of Bloomington, as well as the following non-voting members: Central Illinois Regional Airport (CIRA), Bloomington-Normal Water Reclamation District (BNWRD), and the Bloomington Library. The first JRB meeting was held on June 3, 2024, and was continued to June 20, 2024. The final JRB meeting occurred on July 1, 2024. The Joint Review Board voted to recommend that the City Council approve the Redevelopment Plan and Project, adopt an ordinance terminating the

Downtown Southwest TIF District, and adopt the three ordinances that would establish the proposed Downtown Redevelopment Project Area (5 voted in favor, and 1 abstained).

The TIF Act calls for the City to hold a public hearing so that all interested persons or affected taxing districts may provide verbal or written feedback in support or objection with respect to any issues regarding the approval of the proposed Redevelopment Plan, designation of the Project Area, or adoption of tax increment allocation financing. The TIF Act required the public hearing to be scheduled at least 45 days after the adoption of an ordinance setting a date and time for the public hearing. Ordinance #2024-034, approved on May 13, 2024, set a date and time for the public hearing as required. This hearing took place on July 8, 2024.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A copy of the Redevelopment Plan was placed on file at the City Clerk Department on April 12, 2024. A notice of the availability to review the Redevelopment Plan at the City Clerk's Department was mailed to all parties registered on the Interested Parties Registry and all residential addresses within 750 feet of the boundaries of the proposed TIF District.

A public meeting was held at the Government Center on April 29, 2024, from 6:00 PM to 8:00 PM, where PGAV presented the Redevelopment Plan and Project Area. A total of 478 notices of the public meeting were sent to all residential addresses and property owners within the boundary of the proposed TIF District, to the eight affected taxing bodies, and to those registered on the Interested Parties Registry via Certified Mail. 23 individuals attended the public meeting.

A public hearing was held at the Government Center on July 8, 2024, during the regular City Council meeting. Notice of the public hearing was sent to all residential addresses within the boundary of the proposed TIF District as well as sent via certified mail to the owners of the property included within the boundary of the proposed TIF District. The notice of the public hearing was also published in *The Pantagraph* on June 10, 2024, and June 17, 2024.

The Redevelopment Plan can be viewed at www.bloomingtonil.gov/TIF.

FINANCIAL IMPACT: If the ordinance establishing the Downtown TIF District is approved, it is estimated by PGAV that the EAV of the project area will increase from \$37,492,147 to \$59,400,000 during the life of the TIF District. This will result in increased tax revenue for all impacted taxing bodies.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal ED-4 (Enhance the image of Bloomington as a business friendly community), Objectives ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), ED-4.3 (Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments), ED-4.4 (Evaluate commercial land use needs in the context of changing economic trends), ED-4.5 (Identify and reduce barriers for local growth and economic development); Goal D-1 (Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all), Objectives D-1.1 (Strengthen business recruitment and retention activities), D-1.2 (Pursue catalyst projects that can serve as

additional Downtown anchors), D-1.4 (Develop a wide variety of Downtown housing options); Goal D-2 (Market and promote the unique brand and image of Downtown Bloomington), Objective D-2.1 (Identify and designate gateways to Downtown); and Goal D-6 (Reinforce the connections between Downtown and adjacent neighborhoods), Objectives D-6.1 (Encourage development on sites that will link Downtown with surrounding neighborhoods), D-6.3 (Pursue public-private development opportunities with major employers seeking employee housing near offices). TIF Districts are a recommended tool in the “Economic Development Incentives Toolkit” detailed on page 97 of the City’s Comprehensive Plan 2035.

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:

[E&CD 5B Ordinance Designating Downtown TIF](#)

[E&CD 5C Exhibit C to Ordinance](#)

[E&CD 5D Joint Review Board Recommendation](#)

ORDINANCE NO. 2024 - _____

AN ORDINANCE DESIGNATING THE PROPOSED DOWNTOWN TIF REDEVELOPMENT PROJECT AREA, A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

WHEREAS, it is desirable and in the best interests of the citizens of the City of Bloomington, McLean County, Illinois (the “*City*”), for the City to implement tax increment allocation financing pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (the “*TIF Act*”), for a Redevelopment Plan and Program as set forth in the Downtown TIF Redevelopment Project Area Tax Increment Financing Plan and Project (the “*Plan*”) within the municipal boundaries of the City and within a proposed redevelopment project area (the “*Area*”), described in *SECTION 1* of this Ordinance; and

WHEREAS, the Mayor and City Council (collectively, the “*Corporate Authorities*”) have heretofore by ordinance adopted and approved the Plan, which Plan was identified in such ordinance and was the subject, along with the Area designation hereinafter made, of a public hearing held on the 8th day of July, 2024, at the City of Bloomington Government Center, 115 East Washington Street, Bloomington, Illinois, and it is now necessary and desirable to designate the Area as a “redevelopment project area” pursuant to the TIF Act.

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

SECTION 1. Area Designated. The Area, as described in *Exhibit A*, attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the TIF Act. The map of the Area showing the street location is depicted in *Exhibit B*, attached hereto and incorporated herein as if set out in full by this reference.

SECTION 2. Determination of Total Initial Equalized Assessed Valuation; Parcel Identification Numbers Identified. It is hereby expressly found and determined that the year the County Clerk of the County of McLean, Illinois (the “*County Clerk*”), shall use for determining the total initial equalized assessed valuation of the Area is 2023. It is further hereby expressly found and determined that the list of the parcel tax identification numbers for each parcel of property included in the Area, described in *Exhibit C*, attached hereto and incorporated herein, is a true, correct, and complete list of said numbers for said parcels of property.

SECTION 3. Transmittal to County Clerk. The City Clerk is hereby expressly directed to transmit to the County Clerk a certified copy of this Ordinance, which includes a legal description of the Area, a map of the Area, identification of the year that the County Clerk shall use for determining the total initial equalized assessed value of the Area, and a list of the parcel tax identification numbers for each parcel property included in the Area.

SECTION 4. Invalidity of Any Section. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5. Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

SECTION 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 8. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

PASSED this 22nd day of July 2024.

APPROVED this ____ day of July 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

Legal Description of the Downtown TIF Redevelopment Project Area

A part of Section 4 and the N½ of Section 9, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 17 in Block 4 of Durley's Addition, said point lying at the intersection of the east side of the public alley in said Block 4 and the north right of way line of Walnut Street; thence South along the east right of way line of the public alley in Block 7 in said Durley's Addition and the southerly extension thereof to the northwest corner of Lot 1 in Block 11 of said Durley's Addition on the south right of way line of Chestnut Street; thence West on said south right of way line to the northwest corner of said Block 11 on the east right of way line of East Street; thence South along said east right of way line to the southwest corner of said Block 11 on the north right of way line of Locust Street; thence East along said north right of way line to the southwest corner of Block 10 of said Durley's Addition on the east right of way line of Prairie Street; thence South along said east right of way line to the southwest corner of Block 3 in KH Fell's 2nd Addition to Bloomington on the north right of way line of Market Street; thence East on said north right of way line to the southwest corner Block 4 in said KH Fell's 2nd Addition on the east right of Gridley Street; thence South along said east right of way line to the southwest corner of the North 100 feet of Lot 6 in Block 2 in Evan's Addition to Bloomington; thence West 60 feet to the southeast corner of the North 100 feet of Lot 43 in White's Addition to Bloomington on the west right of way line of said Gridley Street; thence South along said west right of way line to the northeast corner of Lot 6 in said White's Addition to Bloomington on the south right of way line of Front Street; thence East 50 feet to the northwest corner of Block 7 in said Evan's 2nd Addition to Bloomington on the east right of way line of Gridley Street; thence South along said east right of way line and the southerly extension thereof to the north line of Block 2 of Schroeder's Addition to Bloomington on the south right of way line of Oakland Avenue; thence West on said south right of way line to the northeasterly right of way line of the Norfolk Southern Railroad; thence Northwesterly to a point at the intersection of the north right of way line of Oakland Avenue and the northerly right of way line of said Norfolk Southern Railroad; thence Northwesterly along said northerly railroad right of way line to the east right of way line of Main Street; thence South along said east right of way line to the northwest corner of Lot 1 in Wolcott's Addition to Bloomington on the south right of way line of Wood Street; thence West along said south right of way line to the northeast corner of Lot 1 in Hodler's Addition to Bloomington on the west right of way line of Center Street; thence North along said west right of way line to the northerly right of way line of the Norfolk Southern Railroad; thence Northwesterly along said northerly railroad right of way line to the west right of way line of Lee Street; thence North on said west right of way line to the southeast corner of Parcel Two as conveyed to the City of Bloomington per the Warranty Deed recorded as Document No. 2005-24566; thence Northwesterly on the southerly line of said Parcel Two to the northwest corner thereof on the south right of way line of Olive Street; thence North to southwest corner of Parcel One as conveyed in said Document No. 20045-24566 on the north right of way line of Olive Street; thence Northeasterly on the northerly line of said Parcel One to the northeast corner

thereof on the west right of way line of Lee Street; thence North along said west right of way line to the northeast corner of Lot 107 in James Allin's Addition to Bloomington on the south right of way line of Washington Street; thence West on said south right of way line to the northeast corner of Lot 1 in Leavitt's Subdivision to Bloomington on the west right of way line of Mason Street; thence North on said west right of way line and the northerly extension thereof to the north right of way line of Jefferson Street; thence East on said north right of way line to the southeast corner of Lot 3 in James Mason's Addition to Bloomington on the west right of way line of Oak Street; thence North on said west right of way line to point on the westerly extension of the north line of Lot 6 in Assessor's Subdivision of Block 32 of Allin, Gridley & Prickett's Addition to Bloomington; thence East on the north line of said Lot 6 and the easterly extension thereof to the west right of way line of Lee Street; thence North on said west right of way line to a point on the westerly extension of the north line of Lot 1 in George W. Anderson's Subdivision on the east right of way line of said Lee Street; thence South on said east right of way line to the southwest corner of Lot 2 in said George W. Anderson's Subdivision on the north right of way line of Monroe Street; thence East on said north right of way line to the southeast corner of Block 33 in said Allin, Gridley & Prickett's Addition to Bloomington on the west right of way line of Roosevelt Street; thence North along said west right of way line to the southeast corner of Lot 3 in Owner's Subdivision of Lot 9 and Part of Lot 8 in Block 16 of Allin, Gridley & Prickett's Addition to Bloomington on the north right of way line of Locust Street; thence East along said north right of way line to the southeast corner of Lot 11 in Block 12 in Durley's Addition to Bloomington on the west right of way line of the public alley; thence North along said west right of way line to the northeast corner of Lot 2 in said Block 12 on the south right of way line of Chestnut Street; thence West along said south right of way line to the northeast corner of Block 13 in Allin, Gridley & Prickett's Addition to Bloomington on the west right of way line of Main Street; thence North along said west right of way line to the southeast corner of Block 1 in said Allin, Gridley & Prickett's Addition to Bloomington on the north right of way line of Walnut Street; thence East along said north right of way line to the Point of Beginning;

EXCEPTING THEREFROM the following described tract of land to wit: Lots 112 and 113, Except the East 6 inches of Lot 112, in James Allin's Second Addition to the City of Bloomington, in McLean County, Illinois.

Map of the Downtown TIF Redevelopment Project Area

Bloomington, Illinois

EXHIBIT C
PIN LIST

Locator ID	Parcel ID No. (PIN)	Taxpayer Name
1	2104133009	CITY OF BLOOMINGTON
2	2104133010	ILLINOIS WESLEYAN UNIVERSITY
3	2104205014	ILLINOIS WESLEYAN UNIVERSITY
4	2104137000	
4	2104137007	CITY OF BLOOMINGTON
4	2104137006	CITY OF BLOOMINGTON
4	2104137005	CITY OF BLOOMINGTON
4	2104137003	CITY OF BLOOMINGTON
4	2104137002	CITY OF BLOOMINGTON
4	2104137001	CITY OF BLOOMINGTON
4	2104137004	CITY OF BLOOMINGTON
4	2104137008	CITY OF BLOOMINGTON
4	2104137011	CITY OF BLOOMINGTON
4	2104137010	CITY OF BLOOMINGTON
4	2104137009	CITY OF BLOOMINGTON
5	2104136013	CITY OF BLOOMINGTON
6	2104176001	KURTIS & AMY HERALD
7	2104176002	ELBA CASTILLO
8	2104176003	ELBA CASTILLO
9	2104176004	KATHIE SISSON
10	2104176018	YON SPENCER
11	2104176007	HONEY CREEK PROPERTIES
12	2104176008	%LUE A WALTERS LAW N JAW APTS
13	2104176017	%THE RELATED COMPANIES ATTN:MIKE FINKLE PHOENIX TOWER PRESERVATION, LP
14	2104196000	
14	2104196007	KENDALL WAYNE WARNER
14	2104196008	JESSICA MILLER
14	2104196006	STEPHEN BEASLEY
14	2104196005	LUCAS MAXWELL
14	2104196003	ROBERT & KARI RUST FULTON
14	2104196004	MELISSA MOODY
14	2104196002	MICHAEL THEUNE
14	2104196001	LEONARD KURFIRST
15	2104178017	STEVEN L & TERI L PARKER
16	2104178003	THE CENTER FOR YOUTH & FAMILY SOLUTIONS
17	2104178004	VALERIE PARKER
18	2104178016	ZCV3 LLC
19	2104178013	SCOTT LYNCH
20	2104178012	ANN DONA

21	2104178011	ANN DONA
22	2104178010	ROAD RUNNER REAL ESTATE
23	2104178009	MIA GLOBAL VENTURES LLC
24	2104178008	PAUL VAN HOOK
25	2104178007	ZCV3 LLC
26	2104178005	6 PROPERTY LLC
27	2104178006	FARI GHARAMANY
28	2104179011	CITY OF BLOOMINGTON
29	2104179015	JAMIE MAPUGAY
30	2104179016	CITY OF BLOOMINGTON
31	2104179007	CITY OF BLOOMINGTON
32	2104251001	MURIEL RIDDLE
33	2104251002	MURIEL RIDDLE
34	2104251014	MCLEAN COUNTY ART ASSN
35	2104251005	THOMAS K & PATRICIA A BERGLUND
36	2104251007	CITY OF BLOOMINGTON
37	2104251008	TERESA BLAKENEY
38	2104251009	JOHN BLAKENEY
39	2104251010	RANDY AMMERMAN
40	2104251011	MSW PROPERTY MANAGEMENT LLC
41	2104251012	MCLEAN COUNTY ARTS CENTER
42	2104251006	DAVID REEVES
43	2104251013	JEWELL LUDWIG
44	2104254006	HAROLD & MARY FRANZEN
45	2104254007	LESTER F & JEANNETTE H MORRISSEY
46	2104254013	MICHAEL N PKNG LOT DOUGLAS MANNA
47	2104254012	OLD HOUSE SOCIETY
48	2104254005	ZCV3 LLC
49	2104254004	PAUL YOUNGBLOOD
50	2104254003	LIU MAN CHIU
51	2104254014	ILLINOIS STATE UNIVERSITY
52	2104184011	CITY OF BLOOMINGTON
53	2104184008	MCLEAN COUNTY ART ASSN
54	2104183023	PLIP LLC 517
55	2104183020	LGP ENTERPRISES LLC
56	2104183022	LGP ENTERPRISES LLC
57	2104183021	ABUNDANT LIFE IN CHRIST CHURCH
58	2104183024	LYB PARTNERSHIP
59	2104183011	LYB PARTNERSHIP
60	2104183010	WB & S GROUP, LLC
61	2104183009	WB & S GROUP, LLC
62	2104183025	PLIP LLC 517

63	2104183005	TONY FABRIZIO
64	2104183004	HEARTLAND BANK & TRUST HBT 386
65	2104183003	HEARTLAND BANK & TRUST HBT386
66	2104183002	529 N MAIN DADDIOS LLC
67	2104183001	531 533 N MAIN MULLIGANS LLC
68	2104182019	LYB PARTNERSHIP
69	2104182018	PARTNERS FOR COMMUNITY
70	2104182011	KATHA KOENES
71	2104182017	JOHN SHANK
72	2104182020	FRONTIER COMMUNICATIONS
73	2104182006	ZCV3 LLC
74	2104182005	STEVEN DEVORE
75	2104182004	%MID-NORTHERN MGMT INC THE DOWNTOWNER
76	2104182003	HERMES PROPERTIES INC
77	2104182002	PARTNERS FOR COMMUNITY
78	2104182001	M & T MANAGEMENT
79	2104181017	HERMES PROPERTIES INC
80	2104181015	MCLEAN COUNTY CENTER FOR HUMAN SERVICES INC
81	2104181016	MCLEAN COUNTY CENTER FOR HUMAN SERVICES INC
82	2104181014	MCLEAN OCUNTY LAND TRUST DJS 82100
83	2104180009	HERMES ENTERPRISES
84	2104180007	ALAN DICK
85	2104180006	ALAN & PAMELA DICK
86	2104180010	CITY OF BLOOMINGTON
87	2104180004	TVEO CORPORATION
88	2104186016	ZAYDA CROCIATA
89	2104186015	CITY OF BLOOMINGTON
90	2104186002	CODY TROUTMAN
91	2104186003	CITY OF BLOOMINGTON
92	2104186010	OAK LLC
93	2104198000	
93	2104198001	KRISTIN GIVENS
93	2104198007	TROY CLARK
93	2104198003	NANCY ISAACSON
93	2104198005	PATRICIA STILLER
93	2104198002	RONALD & ELIZABETH COHEN HENDERSON
93	2104198004	ARIANA MILLER
93	2104198006	SEAN LARSEN
94	2104186017	ACT3 PROPERTIES LLC
95	2104186004	MELANIA SANCHEZ
96	2104186005	AL TANNAHILL
97	2104186006	BRENDA & CLARENCE A TANNAHILL

98	2104186007	AL TANNAHILL
99	2104186008	C ALLAN & BRENDA TANNAHILL
100	2104186009	RUTH RICE
101	2104186018	AMT PROPERTIES INC.
102	2104187009	CITY OF BLOOMINGTON
103	2104188023	MCLEAN COUNTY CENTER FOR HUMAN SERVICES INC
104	2104188003	MCLEAN COUNTY CENTER FOR HUMAN SVC
105	2104188027	GREGORY BENOIT
106	2104188028	PAMELA JEAN EATON
107	2104188005	JUI CHENG
108	2104188006	A CELESTE HOCHHALTER
109	2104188019	JOHN WOLLRAB
110	2104188022	GREEN BUILDING LLC
111	2104188015	6 PROPERTY LLC
112	2104188014	RJV PROPERTY
113	2104188013	KEN CHIU-TCHENG
114	2104188012	DEBRA RISBERG
115	2104188011	% DOUGLAS N. KOTH ED & DOUG'S BIG ADVENTURE, LLC
116	2104188021	MARY MUNSON
117	2104188020	MARY MUNSON
118	2104188009	MARY MUNSON
119	2104188008	KEYSTONE STATE PROPERTIES LLC
120	2104189001	FRONTIER COMMUNICATIONS
121	2104189002	ZCV3 LLC
122	2104189003	ZCV3 LLC
123	2104189004	ZCV3 LLC
124	2104189005	RJV PROPERTY
125	2104189006	ZCV3 LLC
126	2104189007	FRED WOLLRAB
127	2104189008	% REDBIRD PROPERTY MGMT INC BEN HART WONDERLIN
128	2104189009	% REDBIRD PROPERTY MGMT INC BEN HART WONDERLIN
129	2104189010	ZCV3 LLC
130	2104189011	FRANK HOFFMAN
131	2104189014	FRONTIER COMMUNICATIONS
132	2104185005	CITY OF BLOOMINGTON
133	2104257001	CB BLOOMINGTON PROPERTY, LLC
134	2104257013	CITY OF BLOOMINGTON
135	2104257012	MIKE MANNA
136	2104257011	% MIKE MANNA ZCV3 LLC
137	2104257010	BOKAT INC
138	2104257014	CITY OF BLOOMINGTON
139	2104185004	CB BLOOMINGTON PROPERTY, LLC

140	2104262001	BOARD OF EDUCATION ESC
141	2104266004	JOHN SCANLON
142	2104402002	ROSE HARMS
143	2104402003	AF & AM BLOOMINGTON LODGE #43
144	2104266003	HOUSE OF PRAYER NO 6 APOSTOLIC CHURCH OF GOD
145	2104266001	MICHAEL & SARA BAKER
146	2104401009	UEP BLOOMINGTON LLC
147	2104261012	SECOND PRESBYTERIAN CHURCH
148	2104329003	W BRADLEY & DAVID A PARK
149	2104194006	GREEN BUILDING
150	2104194001	MCLEAN COUNTY LAND TRUST
151	2104194002	MCLEAN COUNTY LAND TRUST
152	2104194003	THE LINCOLN ROOM LLC
153	2104194004	HAROLD & RHEA EDGE BOYD
154	2104194005	DON GRANADOS ENTERPRISES LLC
155	2104329001	RJV PROPERTY
156	2104329002	PRAIRIELAND INVESTMENT PARTNERS LLC
157	2104328028	ESTELLE BROWN
158	2104193009	MID CITY PROPERTY LLC
159	2104193008	JAN LANCASTER
160	2104197000	
160	2104197001	CHARLES STUCKEY
160	2104197003	CHARLES STUCKEY
160	2104197002	CHARLES STUCKEY
161	2104193006	6 PROPERTY LLC
162	2104193003	ROBERT A & ROBERTA R DELORENZO
163	2104193001	PAUL LAWRENCE
164	2104193002	REDBIRD PROPERTY MANAGEMENT CO
165	2104193004	JOHN WERDERITS
166	2104369000	
166	2104369001	405-407 N MAIN LLC
166	2104369002	405-407 N MAIN LLC
166	2104369003	SKCO REAL ESTATE LLC
166	2104369004	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369005	STEVEN WANNEMACHER
166	2104369006	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369008	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369009	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369011	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369012	SKCO REAL ESTATE LLC
166	2104369013	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369014	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC

166	2104369015	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369016	HERITAGE ENTERPRISES INC
166	2104369017	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369018	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369019	STEVEN WANNEMACHER
166	2104369020	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369010	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
166	2104369007	DBA HERITAGE PLAZA HERITAGE ENTERPRISES INC
167	2104327003	% DARRELL L HARTWEG ILLINOIS HOUSE BUILDING LLC
168	2104327004	PANTAGRAPH PRINTING & STATIONERY CO
169	2104192008	TIMOTHY TILTON
170	2104191002	OAK LLC
171	2104326001	PANTAGRAPH PRINTING & STATIONERY CO
172	2104303002	FIRST CHRISTIAN CHURCH
173	2104302007	CITY OF BLOOMINGTON
174	2104161009	FIRST CHRISTIAN CHURCH
175	2104305001	SALVATION ARMY
176	2104305015	SALVATION ARMY
177	2104306006	STEPHEN SNYDER
178	2104307001	JRH REVOCABLE LIVING TRUST
179	2104307003	JRH REVOCABLE LIVING TRUST
180	2104307004	JOHN MILLER
181	2104307005	OAK LLC
182	2104307002	MATTHEW ERICKSON
183	2104331009	OAK LLC
184	2104332003	ENSENBERGER BUILDING CORP
185	2104325000	
185	2104325025	RICHARD HALL
185	2104325026	EMIKA IJUN
185	2104325027	CARLA VANDONGEN
185	2104325028	D JAY COTE
185	2104325029	GAVIN RANK
185	2104325030	CONSOLIDATED PROPERTIES LLC SERIES EB
185	2104325031	CHRISTOPHER D & JENNIFER E LANSFORD
185	2104325021	NANCY ISAACSON
185	2104325022	LESLI GRIFFITH
185	2104325023	DANIEL NIV
185	2104325024	THOMAS DZURISON
185	2104325001	CONSOLIDATED PROPERTIES LLC SERIES EB
185	2104325002	CONSOLIDATED PROPERTIES LLC SERIES EB
185	2104325003	WILLIAM GLASS
185	2104325004	NANCY LOITZ

185	2104325005	BRYAN PRESTON
185	2104325006	CONSOLIDATED PROPERTIES LLC SERIES EB
185	2104325007	EDWARD WOLLENSCHLAGER
185	2104325008	FRANK & JOANNA SALATA
185	2104325009	DEBORAH RUBIN
185	2104325010	CONSOLIDATED PROPERTIES LLC SERIES EB
185	2104325011	PAUL & ANDREA KHOURY
185	2104325012	SNYDER
185	2104325013	CONSOLIDATED PROPERTIES LLC SERIES EB
185	2104325014	ZACHARY DAVID LEWIS
185	2104325015	BRUCE JOHNSON
185	2104325016	CLARE FRIGO
185	2104325017	EVAN PAGE DONALDSON
185	2104325018	NATHAN HODGE
185	2104325019	CONSOLIDATED PROPERTIES LLC SERIES EB
185	2104325020	SCOTT & TAMI WACKER
186	2104332002	FRED WOLLRAB
187	2104332005	FRED WOLLRAB
188	2104332006	6 PROPERTY LLC
189	2104332008	DILLON DEVELOPMENT
190	2104332014	ENSENBERGER BUILDING CORP
190	2104370000	
190	2104370001	PEOPLES BANK TRUSTEE
190	2104370002	MCLEAN COUNTY LAND TRUST
190	2104370003	MCLEAN COUNTY
190	2104370004	CLAY COX
190	2104370005	MCLEAN COUNTY LAND TRUST
191	2104333001	PUBLIC BUILDING COMMISSION
192	2104334011	121 NORTH MAIN LLC
192	2104371000	
192	2104371001	121 NORTH MAIN LLC
192	2104371002	FRED DRAKE HEARTLAND BANK AND TRUST COMPANY
192	2104371003	121 N. MAIN, LLC
192	2104371004	121 N. MAIN, LLC
193	2104334007	UEP BLOOMINGTON LLC
194	2104335011	%MARVIN F POER & CO PNC REALTY SERVICES
195	2104335010	CITY OF BLOOMINGTON
196	2104406001	AUGSPURGER LLC
197	2104406002	WILLIAM WAGNER
198	2104406006	WILLIAM EDWARDS
199	2104406003	GUDEMAN PROPERTIES LLC
200	2104406004	COSTIGAN & WOLLRAB PC

201	2104406005	ALLIED PROPERTIES
202	2104406007	COSTIGAN & WOLLRAB PC
203	2104410006	EMPYREAN HOLDINGS, LLC
204	2104409005	GREEN BUILDING
205	2104409004	GREEN BUILDING
206	2104420000	
206	2104420001	XL Vixens, LLC
206	2104420003	MICAH & MELISSA MCCLELLAND
206	2104420004	DAVID STARK
206	2104420005	MANDULA BAY LLC
207	2104409019	COUNTY ENTERPRISES LLC PARKER MCLEAN COUNTY
208	2104340006	PUBLIC BUILDING COMMISSION
209	2104409016	COUNTY ENTERPRISES LLC PARKER MCLEAN
210	2104409014	CME REAL ESTATE INVESTMENTS LLC
211	2104409010	JAMES FINEGAN
212	2104409011	INN FRONT LLC
213	2104409012	INN FRONT LLC
214	2104339037	PUBLIC BUILDING COMMISSION
215	2104339014	LAND TRUST NO CJG-21-0185-00
216	2104339034	MCLEAN COHISTORICAL SOC
217	2104339007	LAND TRUST NO CJG-21-0185-00
218	2104339038	HOLDING LLLP PIOLETTI PIOLETTI & NICHOLS
219	2104338022	FRED WOLLRAB
220	2104338006	FRED WOLLRAB
221	2104338005	FRED WOLLRAB
222	2104338004	FRED WOLLRAB
223	2104338003	MEMED NURCESKI
224	2104338002	FRED WOLLRAB
225	2104338020	RUSSEL FRANCOIS
226	2104338021	FRED WOLLRAB
227	2104338007	ALAN & NAOMI WEINTRAUB
228	2104338008	JOHNSON FRONT & CENTER LLC
229	2104338009	MARK JOHNSON
230	2104338010	FRED WOLLRAB
231	2104338011	FRED WOLLRAB
232	2104338012	FRED WOLLRAB
233	2104338013	RYAN SZYNKAREK
234	2104338019	JOHN R DAY AND ASSOCIATES LTD
235	2104311006	JRH REVOCABLE LIVING TRUST
236	2104311002	JRH REVOCABLE LIVING TRUST
237	2104311003	JRH REVOCABLE LIVING TRUST
238	2104315010	CITY OF BLOOMINGTON

239	2104341009	LT BLOOMINGTON SENIOR HOUSING LLC
240	2104347000	
240	2104347015	LARS OSTLING
240	2104347016	ERIC OSTLING
240	2104347017	ERIC OSTLING
240	2104347018	RUSSELL DEPEW
240	2104347019	LARS OSTLING
241	2104342027	PUBLIC BUILDING COMMISSION
242	2104343029	PUBLIC BUILDING COMMISSION
243	2104344004	PUBLIC BUILDING COMMISSION
244	This property not included in final TIF boundary	
245	2104413022	BEVERLY MILLER
246	2104413020	JAMES WHITE
247	2104413003	JAMES WHITE
248	2104413004	JAMES WHITE
249	2104421000	
249	2104421001	BRADLEY GLENN
249	2104421002	BRADLEY GLENN
249	2104421004	DAVID MILLIGAN
249	2104421006	JAKOB GROOTENS
249	2104421005	FAMING & MARGORIE ELLEN ANDREWS HAN
249	2104421003	MIKE WALTER
250	2104413006	BEVERLY MILLER
251	2104413017	TODD BRESNEY
252	2104414001	WESTON PROPERTIES LLC
253	2104414002	FRED WOLLRAB
254	2104414003	THE LAUNCH PAD OF BLOOMINGTON LLC
255	2104414005	G EDWARD MURPHY
256	2104414004	JOY LUCK
257	2104413018	216 EAST GROVE LLC
258	2104345004	MCBARNES REAL ESTATE LLC
259	2104349010	CITY OF BLOOMINGTON
260	2104350002	MCBARNES REAL ESTATE LLC
261	2104350004	% ANDY KAUFMANN 210 SOUTH EAST LLC
262	2104417006	CALVERT METZLER MEMORIAL HOMES LLC
263	2104417004	301 GROVE STREET, LLC
264	2104417005	DEVYN CORP
265	2104452003	JOHN FORBES
266	2104452005	CASEY CARLSON
267	2104453005	CHAD & MICAH JESSEN
268	2104453006	TONYA PIERCE
269	2104453007	TONYA PIERCE

270	2104453008	CHAD & MICAH JESSEN
271	2104453009	CITY OF BLOOMINGTON
272	2104454005	HARRY G & MARY LOU BERNER
273	2104454011	CITY OF BLOOMINGTON
274	2104454014	CITY OF BLOOMINGTON
275	2104454004	CITY OF BLOOMINGTON
276	2104453004	JONI LEE BACK
277	2104453003	C/O REDBIRD PROPERTY MGT. BRADLEY PARK-PRAIRIE
278	2104453002	JOSE HARO
279	2104453001	BRIAN OSBORN
280	2104452004	CRABWELL PROPERTIES LLC
281	2104452002	NANCY RODGERS
282	2104452001	ANNETTA MILLER
283	2104451020	BLOOMINGTON PUBLIC LIBRARY
284	2104451022	CITY OF BLOOMINGTON
285	2104382018	CITY OF BLOOMINGTON
286	2104378001	MIA GLOBAL VENTURES LLC
287	2104378002	AERIE #527 FRAT ORDER OF EAGLES
288	2104378003	BLOOMINGTON AERIE 527 FOE
289	2104381003	ROBERT PERSCHALL
290	2104381008	TKNTK LLC
291	2104381007	TKNTK LLC
292	2104381002	TKNTK LLC
293	2104381001	PELORUS VENTURES INC
294	2104377006	STEVEN SKELTON
295	2104377004	STEPHEN GRUMISH
296	2104379003	DOUGLAS & DEBORAH NORD
297	2104379006	DOUGLAS & DEBORAH NORD
298	2104380002	HPMI, LLC
299	2104380003	WILLIAM GALLOWAY
300	2104380001	HPMI, LLC
301	2104379005	CORP & DOUGLAS NORD NOR-IM
302	2104379004	DEBORAH & DOUGLAS NORD
303	2104379007	MARGARET RING
304	2104377008	YOUTHBUILD MCLEAN COUNTY
305	2104376015	BONNIE JO OSTLING
306	2104376016	DOUGLAS NORD
307	2104376014	DOUGLAS NORD
308	2104376011	TKNTK LLC
309	2104376002	BONNIE JO OSTLING
310	2104376001	GENA NORRIS
311	2104356002	RONALD L & ELIZABETH PATTERSON

312	2104356001	JOSH BANKS
313	2104356004	MAJOR PRODUCTS CO
314	2104356005	MAJOR PRODUCTS CO
315	2104353017 (PARTIAL)	CITY OF BLOOMINGTON
316	2104385001	HPMI, LLC
317	2104388007	HPMI, LLC
318	2104388002	RJMK LLC
319	2104388006	RJMK LLC
320	2109129008	Marin & Bayley INC
321	2109129001	Miller, Annetta O
322	2109133007	Miller, Annetta O
323	2109133008	Miller, Annetta O
324	2109133002	Miller, Annetta O
325	2109133011	Limacher, Michael J & Lesley A Funk
326	2109133009	Jones, Twyman
327	2109133012	Engle, Merle David
328	2109138001	Engle, Merle David
329	2109138004	Engle, Merle David
330	2109138007	MACS Convenience Stores LLC
331	2104311005	JRH REVOCABLE LIVING TRUST
332	2104311004	JRH REVOCABLE LIVING TRUST
333	2104336001	Temple, Susan T
334	2104336002	CONSOLIDATED PROPERTIES
335	2104336005	CITY OF BLOOMINGTON
336	2104337059	CONSOLIDATED PROPERTIES LLC 120
337	2104337007	Lasaine, Dorain
338	2104372000	
338	2104372035	FRONT N CENTER INC
338	2104372036	FRONT N CENTER INC
338	2104372037	FRONT N CENTER INC
338	2104372038	FRONT N CENTER INC
338	2104372039	FRONT N CENTER INC
338	2104372041	FRONT N CENTER INC
338	2104372042	FRONT N CENTER INC
338	2104372044	FRONT N CENTER INC
338	2104372045	FRONT N CENTER INC
338	2104372046	FRONT N CENTER INC
338	2104372048	FRONT N CENTER INC
338	2104372040	FRONT N CENTER INC
338	2104372043	FRONT N CENTER INC
338	2104372047	FRONT N CENTER INC

338	2104372049	FRONT N CENTER INC
338	2104372011	FRONT N CENTER INC
338	2104372012	FRONT N CENTER INC
338	2104372013	FRONT N CENTER INC
338	2104372014	FRONT N CENTER INC
338	2104372015	FRONT N CENTER INC
338	2104372016	FRONT N CENTER INC
338	2104372017	FRONT N CENTER INC
338	2104372018	FRONT N CENTER INC
338	2104372019	FRONT N CENTER INC
338	2104372020	FRONT N CENTER INC
338	2104372021	FRONT N CENTER INC
338	2104372023	FRONT N CENTER INC
338	2104372024	FRONT N CENTER INC
338	2104372025	FRONT N CENTER INC
338	2104372022	FRONT N CENTER INC
338	2104372026	FRONT N CENTER INC
338	2104372027	FRONT N CENTER INC
338	2104372028	FRONT N CENTER INC
338	2104372029	FRONT N CENTER INC
338	2104372030	FRONT N CENTER INC
338	2104372031	FRONT N CENTER INC
338	2104372032	FRONT N CENTER INC
338	2104372033	FRONT N CENTER INC
338	2104372003	FRONT N CENTER INC
338	2104372002	FRONT N CENTER INC
338	2104372001	FRONT N CENTER INC
338	2104372004	FRONT N CENTER INC
338	2104372005	FRONT N CENTER INC
338	2104372006	FRONT N CENTER INC
338	2104372007	FRONT N CENTER INC
338	2104372008	FRONT N CENTER INC
338	2104372009	FRONT N CENTER INC
338	2104372010	FRONT N CENTER INC
338	2104372034	FRONT N CENTER INC

Joint Review Board Recommendation

On July 1, 2024 the Joint Review Board voted to recommend that the City Council approve the Redevelopment Plan and Project, adopt an ordinance terminating the Downtown Southwest TIF District, and adopt the three ordinances that would establish the proposed Downtown Redevelopment Project Area (five voted in favor, and one abstained).

The impacted taxing districts were provided with a copy of the Redevelopment Plan. Representatives from the impacted taxing districts convened three times as the Joint Review Board (JRB) to discuss the proposed Downtown Redevelopment Project Area and ordinances. The first JRB meeting was held on June 3, 2024, and was continued to June 20, 2024. The final JRB meeting occurred on July 1, 2024.

The JRB is comprised of the following voting members: Bloomington School District #87, McLean County, Heartland Community College, the City of Bloomington Township, a designated public member, and the City of Bloomington, as well as the following non-voting members: CIRA, BNWRD, and the Bloomington Library.

Meeting Minutes from each of the JRB meetings are below:

MEETING MINUTES JOINT REVIEW BOARD MEETING REDEVELOPMENT PLAN & PROJECT FOR DOWNTOWN TIF REDEVELOPMENT PROJECT AREA CITY OF BLOOMINGTON, ILLINOIS

6/3/2024 at Government Center Boardroom 4th Floor, 115 E Washington Street, Bloomington,
IL 61701

Persons in Attendance:

Voting Members: Melissa Hon (City of Bloomington), Noah Lamb (Heartland Community College), Anthony Grant (McLean County), Deb Skillrud (Bloomington Township), Mike Cornale (SD87), Tim Tilton (Public Member)

Non-Voting Members: Derek Snyder (CIRA), Tim Ervin (BNWRD)

Other: Adam Stroud (PGAV), Megan Lamb (City of Bloomington Legal Counsel), Jeff Jurgens (City of Bloomington), Ellen Robertson (City of Bloomington), Billy Tyus (City of Bloomington), Samantha Mlot (City of Bloomington), John Pratt (SD87 Legal Counsel)

Meeting started at 9:10 a.m.

1. Mayor or designee convenes meeting of the Joint Review Board.
 - Adam Stroud appointed Melissa Hon as the designee.
 - Melissa Hon made opening remarks about the changes in development and increases in costs of labor and building materials. Cost-prohibitive development, etc.
2. Roll call of taxing district representatives.
 - Samantha Mlot led roll call
3. Board appoints person to take minutes of meeting.
 - Samantha Mlot was appointed to take minutes
First: Meissa Hon
Seconded Jon Pratt
4. Board selects Public Member to serve on Joint Review Board.
 - Tim Tilton was appointed as the Public Member
First: Deb Skillrud
Second: Mike Cornale
5. Board selects Chairperson for Joint Review Board.
 - Melissa Hon was selected as Chairperson
First: Deb Skillrud
Seconded: Noah Lamb
6. Review Responsibilities of Joint Review Board.
 - Adam Stroud gave an overview of the JRB meeting.
 - John Pratt asked if meetings could be adjourned if people weren't ready to meet based on the amount of materials received at the time of the meeting.
 - Adam Stroud asked if the other materials had previously been sent out. Ellen Robertson responded "Yes"
7. Presentation regarding the proposed TIF area and the Redevelopment Plan and proposed ordinances.
 - Adam Stroud explained the difference between a conservation area and a blighted area in a TIF
 - Adam Stroud asked if there were any questions about the boundaries on page 2- from the voting and non-voting members and there were none.
 - Deb Skillrud asked why we stopped at the railroad tracks instead of moving forward to the old YMCA and Home Sweet Home Ministries, and the current tent encampment.
 - Melissa Hon responded that the properties would be non-profit and non-tax generating developments and that when the TIF study began the landscape of that area was not what it is now.
 - John Pratt asked Adam Stroud to clarify the stat that 93.4% of buildings have deterioration. Adam Stroud clarified how they identify what deterioration looks like and how they quantify that when looking at the façade of the buildings and the area.
 - John Pratt asked when the map on Page 14 was completed, and Adam Stroud answered that they started fieldwork in 2023 and that an area of this size is ever-changing.

- Public Member, Tim Tilton, mentioned that the property he owns shows on the map that his building that is fully occupied is “deteriorated” and he wants to know what that means. Adam Stroud mentioned that he didn’t do the site work and this could have just been a deteriorated sidewalk but that he will find out.
- Downtown SW TIF has been absorbed by the Potential Downtown TIF
- Adam Stroud mentioned that the TIF Budget on Page 20 is an educated guess based off their expert experience.
 - John Pratt asked “The city wouldn’t be doing any of that work (on page 20) if that money wasn’t available”
 - Melissa answered that the City is also looking into other avenues such as grants and without lobbyists as will take some time for the increment to accrue.
 - John Pratt asked if there are private projects pending and if we would be talking about those today. Melissa said that we would not be talking about those specifically today. Adam Stroud corrected that the budget on page 20 does speak to some of those private projects.
 - John Pratt asked if these private developments would be similar to the C II East project.
 - Melissa indicated that they would not be.
 - Mike Cornale asked if these projects would be infrastructure or for physical buildings.
- Adam Stroud spoke to the amount of time a TIF can be enacted. The initial time-period is 23 years and it can be modified to add an additional 12 years.
 - John Pratt asked if there have been modification documents made available in terms of the extensions mentioned. He also spoke to the size of the area and how the EAV and scope of the area doesn’t fit the normal TIF model in his opinion. He indicated that he thought it best to make the full timeline concurrent with the development of the TIF.
- Deb Skillrud wanted it on the record that PIN associated with listed values 273 & 274 in the appendix of the plan are unresolved issues with the Township and the City. The Title currently shows the City but it should show the parcels are owned Township.
- Tim Ervin asked if there was a way to have any of these private agreements ready to go on day 1 to have the increment available.
 - Megan answered the question as to how to increment in accrued.
- Derek Snyder asked what happens if a building owner doesn’t invest in their buildings and they are in the TIF
 - Megan Lamb responded with what the incentive is to a property owner to use TIF to improve their building when using TIF dollars.
 - Derek asked what qualifies as an incentive project
 - Adam Stroud and Melissa Hon answered regarding the city’s but/for process. Billy Tyus mentioned what is and is not a TIF-eligible expense.
- Jeff Jurgens asked if it was automatic by statute to reimburse the school districts to offset for any school children that could be moving into a TIF District when residential is being developed in a TIF

- This needs to be assessed annually because the schools have the enrollment numbers.
- Jeff Jurgens mentioned that he would like to see some development across from the Arena and that we would like to see some sort of hotel, sports bar, etc.
- Mike Cornale spoke to the C II East RDA and mentioned that they took on the burden of locking in the tax abatement and asked if they would be frozen with the TIF.
 - Adam Stroud said he would look into this but that this would likely be captured with the Base EAV.
 - Mike Cornale asked if we could carve this out so they could still get their tax increment at the end of their term as the life of the new TIF would be longer than the current RDA.
 - John Pratt mentioned that in his opinion the previous TIF didn't work, and he stated the School district has participated in all of them and that we need projects to make it work.
 - Melissa Hon mentioned that we have projects that are on the line that require incentives and they will walk away if we don't have the tools.
 - John Pratt disagreed with Melissa Hon's statements and suggested that he isn't going to argue but that District 87 is always going to be willing to participate in RDA but with a TIF they don't get a say.
 - Deb Skillrud asked why we have to do a 23-year TIF and suggested that maybe we do a shorter TIF.
 - Jeff asked if we can put something in the plan that says what happens to the funds that go back proportionally to the taxing bodies. Adam Stroud suggested that we not promise a specific amount.
- Megan Lamb explained the Ordinances.
 - Ordinance terminating Downtown SW TIF District
 - Ordinance approving the Downtown TIF Redevelopment Project Area Plan and Project
 - Ordinance Designating Proposed Downtown TIF Redevelopment Project Area, A Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act
 - Ordinance Adopting TIF Allocation Tax Increment Allocation Financing For the Downtown Redevelopment Project Area

8. Discussion and recommendation of the Joint Review Board to the City Council.

- John Pratt made the statement that he will participate in a discussion but that SD87 will not be able to vote until they discuss at their board meeting.
- John Pratt asked if we should adjourn the meeting.
- Anthony Grant asked if we would need to carve out C II East
 - Billy Tyus mentioned that we would ensure this would be made right.
- Anthony Grant asked about the dates in the packet and if those would affect the projects in the pipeline.
 - Melissa Hon said it would be up to those developers.
 - Adam Stroud said it would be up to how quickly we can readjourn.
- Mike Cornale state that D87 Board meeting is 6/12.

- Jeff Jurgens asked again if the remaining increment could be designated to the taxing bodies and that language can be changed in the TIF plan. Adam Stroud mentioned that as long as none of these things are changed after the Public Hearing then we would be good.
 - We will change this language; we can remove C II East. Potentially other items as the school district reviews.
- John Pratt also mentioned that SD87 was not in favor of the Washington Senior Housing Redevelopment Agreement's use of TIF/agreement.
- John Pratt mentioned that he hasn't had a chance to review the details of the ordinances, agreements, and plans.
- **Motion to a continuation to a date to be determined:**
First: John Pratt
Second: Anthony Grant

9. Public comment

- No members of the public were present to make comment.

10. Adjourn Joint Review Board meeting.

First: John Pratt

Second: Deb Skillrud

Megan Lamb noted that we must reconvene within 30 days per TIF Statute.

Meeting Adjourned: 10:29 a.m.

MEETING MINUTES
JOINT REVIEW BOARD MEETING
REDEVELOPMENT PLAN & PROJECT
FOR DOWNTOWN TIF REDEVELOPMENT PROJECT AREA
CITY OF BLOOMINGTON, ILLINOIS

6/20/2024 at Government Center Boardroom 4th Floor, 115 E Washington Street, Bloomington, IL 61701

Persons in attendance:

Voting: Melissa Hon (City of Bloomington), Cathy Dreyer (McLean County), Mike Cornale, (SD87), Keith Cornille (Heartland Community College), Tim Tilton (Public Member)

Non-Voting: Tim Ervin (BNWRD), Derek Snyder (CIRA),

Other: Jeff Jurgens (City of Bloomington), Billy Tyus (City of Bloomington), Ellen Robertson (City of Bloomington), Samantha Mlot (City of Bloomington), Adam Stroud (PGAV), Megan

Lamb (City of Bloomington Legal Counsel), Elizabeth Megli (BNWRD Legal Counsel), John Pratt (SD87 Legal Counsel)

Meeting started at 9:14 a.m.

1. Mayor or designee convenes meeting of the Joint Review Board.
 - Melissa Hon, City of Bloomington designee opened the meeting at 9:14 a.m.
2. Roll call of taxing district representatives.
 - Ellen Robertson took the roll call.
3. Public comment
 - Ruth Haney: "I'm here in favor of the TIF of the downtown". Ruth and her husband received TIF funds in 2014 when they bought a building in the Downtown. When they purchased the building, taxes were quite low. She is now paying \$28K in taxes as opposed to the amount that she paid when her taxes were frozen during the TIF.
 - Andy Kaufman: "On behalf of the Chamber CEO Council, thank you for what you are doing here. We have spoken out positively on behalf of Downtown Streetscape and Economic Development. We are for the downtown and mechanisms that promote the downtown. What We can't do is say we are for the TIF because we haven't had a chance to discuss the TIF with our businesses."
 - i. "Now I will put on my hat as a developer who has worked with the City on a redevelopment plan with incentives and what I can say is that frankly without a TIF, projects like the Northwest Mutual Building won't move forward without standardized incentives. I, Andy Kaufman support TIF."
 - Bobby Varicella: "I own and renovate buildings downtown. A TIF is needed in Downtown. Sometimes incentives can take up to a year to get approved and when you are trying to get a deal put together while you are trying to buy a building, people won't wait around while you are waiting to see if you get an incentive."
 - i. "I am also here to speak on behalf of Fred Wollrab and he is in support of the TIF I think if you guys would support the TIF this would bring more local and more commercial and more box type and chain businesses in downtown and those are needed."
 - Darrell Hartweg: "I am the owner of the Illinois House. In 1977 my partners and I were looking for office space and we came to the Illinois House and built out a space and someone suggested we buy the building. The building has 7,500 commercial office spaces. The total amount of borrowing that we did on the TIF at the time of our renovation of the Illinois House 20 years ago was roughly \$600,000. I think that without the TIF the project may have worked out, but it made it a lot easier with the TIF."
4. The board appoints person to take minutes of meeting.
 - Melissa Hon Made a motion for Samantha Mlot to take the minutes.
 - First: Keith Cornille
 - Second: Mike Cornale
5. Review and approval of minutes from previous meeting.

- No comments.
- First: Mike Cornale
- Second: Derek Snyder
- 6. Review Responsibilities of Joint Review Board.
 - No comments.
 - First: Keith Cornille
 - Second: Mike Cornale
- 7. Presentation regarding proposed TIF area and the Redevelopment Plan and proposed ordinances.
 - Melissa Hon reviewed the changes of the Draft Redevelopment Plan. Including:
 - i. Removing the Northwestern Mutual Building
 - Melissa Hon provided information on the Draft Intergovernmental Agreement
 - i. Redistribution of the surplus to the taxing bodies.
 - ii. City Manager addressed the Streetscape and how the TIF Revenue would not be the only source of funding.
 - iii. There will be a 5-year plan review. At every 5th JRB meeting the surplus will be reviewed.
 - iv. Megan Lamb spoke to the legal language within the IGA and that she and John Pratt would be making changes to the IGA to make sure it aligns with the TIF Act.
- 8. Discussion and recommendation of the Joint Review Board to the City Council.
 - John Pratt: Thank you to the presenters today, we have worked with all of you very well. With all due respect to Mrs. Haney, I believe the project you spoke of was an abatement project. I believe we have worked very well and very quickly, so I don't know what projects have taken more than a year. We are working with Megan on the Intergovernmental Agreement.
 - i. We would ask that we reconvene this meeting after we see the IGA in its final form. We would like to be supportive of this project if we can get these parameters in place in a timely manner.
 - Keith Cornille: John what does timely mean to you?
 - Megan Lamb: The JRB needs to meet and be finalized within 30 days so we would need to have this by July 2nd.
 - Jeff Jurgens: John, is there anything that is not in here that the school district is asking?
 - John Pratt: I think those were covered today. I respectfully disagree that they have been covered to the degree that we need them to be covered but I agree that they are in there.
 - Jeff Jurgens: Could we just make a vote today?
 - Megan Lamb: Once you make a vote, that's your recommendation to the City Council. It sounds like John would like to reconvene on July 1st or 2nd.
 - Tim Ervin: What happens if we meet on July 2nd and there is still no vote?
 - John Pratt: That resolution from 2018, do all the members have their notes back to the City Manager on that?
 - Melissa Hon: All JRB members received the resolution on May 31st via email.

- Jeff Jurgens and John Pratt: Additional cross-discussions overlapping one another.
 - Keith Cornille: To the School District, I am trying to understand the amount of revenue that would be generated from this new district.
 - Adam Stroud: The School District tax is roughly 64% of the total tax bill. This would be around \$23.9 Million in base EAV.
 - Mike Cornale: The TIF area is around 3% of the School Districts total EAV.
 - Adam Stroud: So the School District will keep receiving the 3% of EAV each year as that is the base value of the TIF.
 - Billy Tyus and Mike Cornale: Discuss the school district EAV. Cross-discussions, overlapping one another.
 - Mike Cornale: I would just like to add, that we would really like to get to a point where we can support this. We just need to get to a point where we feel comfortable.
 - Melissa Hon: We have a motion on the floor to continue the meeting on July 1st at 9:00am.
 - First: John Pratt
 - Second: Derek Snyder
9. Meeting Adjourned
- Motion to Adjourned by Melissa Hon
 - First: Mike Cornale
 - Second: Tim Tilton

Meeting Adjourned at 9:53 a.m.

DRAFT MEETING MINUTES
JOINT REVIEW BOARD MEETING
REDEVELOPMENT PLAN & PROJECT
FOR DOWNTOWN TIF REDEVELOPMENT PROJECT AREA
CITY OF BLOOMINGTON, ILLINOIS

7/1/2024 at Government Center Boardroom 4th Floor, 115 E Washington Street, Bloomington, IL 61701

Persons in Attendance:

Voting: Melissa Hon (City of Bloomington), Deb Skillrud (City of Bloomington Township), David Mouser (SD87), Tim Tilton (Public Member), Keith Cornille (Heartland Community College), Tony Grant (McLean County)

Non-Voting: Tim Ervin (BNWRD), Derek Snyder (CIRA)

Other: Jeff Jurgens (City of Bloomington), Billy Tyus (City of Bloomington), Ellen Robertson (City of Bloomington), Samantha Mlot (City of Bloomington), Megan Lamb (City of Bloomington Legal Counsel), Elizabeth Megli (BNWRD Legal Counsel), John Pratt (SD87 Legal Counsel), Mike Cornale (SD87)

Meeting started at 9:02 a.m.

1. Mayor or designee convenes meeting of the Joint Review Board.
 - Melissa Hon, City of Bloomington designee opened the meeting at 9:02 a.m.
2. Roll call of taxing district representatives.
 - Roll Call by Samantha Mlot
3. Public comment
 - Bobby Vericella: "I am a Downtown Property Owner and I am for the TIF. It provides a good incentive package for Economic Development and having it in place will expedite time and will help the City to decide if the project is viable or not. Thank you".
4. The board appoints person to take minutes of meeting.
 - Melissa Hon Made a motion for Samantha Mlot to take the minutes.
 - Second: Keith Cornille
5. Review and approval of minutes from previous meeting.
 - Melissa Hon Reviewed the Minutes
 - First: Keith Cornille
 - Second: Tim Tilton
6. Review the Responsibilities of Joint Review Board.
 - Melissa Hon Reviewed the JRB roles. There were no comments.
7. Presentation regarding the proposed TIF area and the Redevelopment Plan and proposed ordinances.
 - Melissa Hon reviewed the updates that were spoken about in the last JRB meeting regarding the CII East building (Northwest Mutual Building)
 - Melissa Hon spoke about the increased development across the city and the ripple effects this will have on the downtown
 - John Pratt wanted to thank everyone for being patient during the extra meeting. John mentioned that there is a gap in the way The City and SD87 look at TIF and we now have an Intergovernmental Agreement and that it has not been signed yet. He believes both parties will sign. The SD87 will be abstaining because they would like to have a signed agreement.
 - Jeff Jurgens: On behalf of the City, thank you. We would rather take a few extra meetings to make it right so that it was fair for all taxing bodies. We are happy with the outcome of the Intergovernmental agreement.
 - Keith Cornille: Can we get a what summary of what was agreed upon?
 - John Pratt: Megan can you give a brief summary?
 - Megan Lamb: As Melissa Hon stated earlier, the C II East building was removed from the Area, in the 11th year of the TIF, the City and the SD87 will conduct a comprehensive evaluation of the District, along with other members

of the JRB, to see if the EAV has not increased by over \$5M, the City is limited to only using 20% of the increment for Streetscape and only 20% of the increment for infrastructure improvements, and in the 11th year, the taxing bodies will receive 10% of the surplus, in the 16th year they will receive 25% of the surplus, and in the 20th year they will receive 50% of the surplus. The district is not getting any extra sweeteners in this deal.

- John Pratt: We are hopeful that this will spur a lot of development. We are concerned all along that this will incur more students and we won't get our increment. And there is a statutory section in the Act that allows us to recover and be made whole if there is a growth of student in the project area. We don't believe it is enough. We are hopeful that the agreement will get us additional funds per student.
 - Tim Ervin: How does the limitation of the infrastructure impact the plan?
 - Billy Tyus: I would say we are comfortable with the 20%.
7. Presentation regarding the proposed TIF area and the Redevelopment Plan and proposed ordinances.

No Comments.

8. Discussion and recommendation of the Joint Review Board to the City Council.

- Melissa Hon: Motioned that the JRB make a positive motion to the City Council.
- Second: Keith Cornille
- Roll Taken by Ellen Robertson
 - Yays: 5
 - Nays: 0
 - Abstain: 1
 - Item passes

9. Adjourn Joint Review Board meeting.

- Melissa Hon motioned to adjourn.
- Second: Tim Tilton

Meeting adjourned at 9:16 a.m.



REGULAR AGENDA ITEM NO. 9.E.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Adopting Tax Increment Allocation Financing for the Downtown Redevelopment Project Area, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 3c. Revitalization of older commercial homes

Objective 5e. More attractive city: commercial areas and neighborhoods

Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

BACKGROUND: Peckham Guyton Albers & Viets ("PGAV"), Tax Increment Finance ("TIF") Consultant, has completed the Redevelopment Plan for the proposed Downtown TIF District. This Redevelopment Plan found that the proposed district qualifies for a TIF District as a Conservation Area, where 79.9% of the buildings are over 35 years old, 93.4% of improved parcels were found to be deteriorated, utilities are inadequate, and the proposed area Equalized Assessed Value ("EAV") has grown at a lower rate than the balance of the City in 3 of the past 5 years. The plan identifies objectives for the redevelopment of the proposed area. This includes providing adequate infrastructure to alleviate blight, ensure safe conditions, and enhance the efficiency of the infrastructure networks, enhance the tax base for all taxing bodies, encourage and assist private investment and redevelopment, and more. This plan was placed on file at the City Clerk Department on April 12, 2024.

The impacted taxing districts were provided with a copy of the Redevelopment Plan. Representatives from the impacted taxing districts convened three times as the Joint Review Board ("JRB") to discuss the proposed Downtown Redevelopment Project Area and ordinances. The JRB is comprised of the following voting members: Bloomington School District #87, McLean County, Heartland Community College, the City of Bloomington Township, a designated public member, and the City of Bloomington, as well as the following non-voting members: Central Illinois Regional Airport (CIRA), Bloomington-Normal Water Reclamation District (BNWRD), and the Bloomington Library. The first JRB meeting was held on June 3, 2024, and was continued to June 20, 2024. The final JRB meeting occurred on July 1, 2024. The Joint Review Board voted to recommend that the City Council approve the Redevelopment Plan and Project, adopt an ordinance terminating the Downtown Southwest TIF District, and adopt the three ordinances that would establish the

proposed Downtown Redevelopment Project Area (5 voted in favor, and 1 abstained).

The TIF Act calls for the City to hold a public hearing so that all interested persons or affected taxing districts may provide verbal or written feedback in support or objection with respect to any issues regarding the approval of the proposed Redevelopment Plan, designation of the Project Area, or adoption of tax increment allocation financing. The TIF Act required the public hearing to be scheduled at least 45 days after the adoption of an ordinance setting a date and time for the public hearing. Ordinance #2024-034, approved on May 13, 2024, set a date and time for the public hearing as required. This hearing took place on July 8, 2024.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A copy of the Redevelopment Plan was placed on file at the City Clerk Department on April 12, 2024. A notice of the availability to review the Redevelopment Plan at the City Clerk's Department was mailed to all parties registered on the Interested Parties Registry and all residential addresses within 750 feet of the boundaries of the proposed TIF District.

A public meeting was held at the Government Center on April 29, 2024, from 6:00 PM to 8:00 PM, where PGAV presented the Redevelopment Plan and Project Area. A total of 478 notices of the public meeting were sent to all residential addresses and property owners within the boundary of the proposed TIF District, to the eight affected taxing bodies, and to those registered on the Interested Parties Registry via Certified Mail. 23 individuals attended the public meeting.

A public hearing was held at the Government Center on July 8, 2024, during the regular City Council meeting. Notice of the public hearing was sent to all residential addresses within the boundary of the proposed TIF District as well as sent via certified mail to the owners of the property included within the boundary of the proposed TIF District. The notice of the public hearing was also published in *The Pantagraph* on June 10, 2024, and June 17, 2024.

The Redevelopment Plan can be viewed at www.bloomingtonil.gov/TIF.

FINANCIAL IMPACT: If the ordinance establishing the Downtown TIF District is approved, it is estimated by PGAV that the EAV of the project area will increase from \$37,492,147 to \$59,400,000 during the life of the TIF District. This will result in increased tax revenue for all impacted taxing bodies.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal ED-4 (Enhance the image of Bloomington as a business friendly community), Objectives ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), ED-4.3 (Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments), ED-4.4 (Evaluate commercial land use needs in the context of changing economic trends), ED-4.5 (Identify and reduce barriers for local growth and economic development); Goal D-1 (Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all), Objectives D-1.1 (Strengthen business recruitment and retention activities), D-1.2 (Pursue catalyst projects that can serve as additional Downtown anchors), D-1.4 (Develop a wide variety of Downtown housing options);

Goal D-2 (Market and promote the unique brand and image of Downtown Bloomington), Objective D-2.1 (Identify and designate gateways to Downtown); and Goal D-6 (Reinforce the connections between Downtown and adjacent neighborhoods), Objectives D-6.1 (Encourage development on sites that will link Downtown with surrounding neighborhoods), D-6.3 (Pursue public-private development opportunities with major employers seeking employee housing near offices). TIF Districts are a recommended tool in the “Economic Development Incentives Toolkit” detailed on page 97 of the City’s Comprehensive Plan 2035.

Respectfully submitted for consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

ATTACHMENTS:

[E&CD 6B Ordinance - Adopting Downtown TIF](#)

[E&CD 6C Joint Review Board Recommendation](#)

ORDINANCE NO. 2024 - _____

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS,
ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE DOWNTOWN
REDEVELOPMENT PROJECT AREA**

WHEREAS, it is desirable and in the best interests of the citizens of the City of Bloomington, McLean County, Illinois (the “City”), for the City to adopt tax increment allocation financing pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (the “TIF Act”); and

WHEREAS, pursuant to the TIF Act, the Mayor and City Council (collectively, the “Corporate Authorities”) have heretofore approved a Downtown TIF Redevelopment Project Area Tax Increment Financing Redevelopment Plan and Project (the “Plan”) as required by the TIF Act by passage of an ordinance and have heretofore designated the Downtown TIF Redevelopment Project Area (the “Area”) as required by the TIF Act by passage of an ordinance and have otherwise complied with all other conditions precedent required by the TIF Act.

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

SECTION 1. Tax Increment Adoption. The TIF Act is hereby adopted to pay redevelopment project costs, as defined in the TIF Act and as set forth in the Plan, within the Area, as legally described in *Exhibit A*, attached hereto and incorporated herein. The map of the Area showing the street location is depicted in *Exhibit B*, attached hereto and incorporated herein as if set out in full by this reference.

SECTION 2. Allocation of Ad Valorem Taxes. Pursuant to the TIF Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the TIF Act each year after the effective date of this Ordinance until the Project costs and obligations issued in respect thereto have been paid, shall be divided as follows:

- (a) That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Area, shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts, in the manner required by law in the absence of the adoption of tax increment allocation financing.
- (b) That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area, shall be allocated to and when collected shall be paid to the municipal treasurer or to his or her designee, pursuant to Section 207A of the Revenue Act of 1939 of the State of Illinois, as

amended, who shall deposit said taxes into a special fund, hereby created, and designated the "City of Bloomington Downtown TIF Redevelopment Project Area Special Tax Allocation Fund" of the City, and such taxes shall be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

SECTION 3. Invalidity of Any Section. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

PASSED this 22nd day of July, 2024.

APPROVED this _____ day of July, 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

Legal Description of the Downtown TIF Redevelopment Project Area

A part of Section 4 and the N½ of Section 9, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 17 in Block 4 of Durley's Addition, said point lying at the intersection of the east side of the public alley in said Block 4 and the north right of way line of Walnut Street; thence South along the east right of way line of the public alley in Block 7 in said Durley's Addition and the southerly extension thereof to the northwest corner of Lot 1 in Block 11 of said Durley's Addition on the south right of way line of Chestnut Street; thence West on said south right of way line to the northwest corner of said Block 11 on the east right of way line of East Street; thence South along said east right of way line to the southwest corner of said Block 11 on the north right of way line of Locust Street; thence East along said north right of way line to the southwest corner of Block 10 of said Durley's Addition on the east right of way line of Prairie Street; thence South along said east right of way line to the southwest corner of Block 3 in KH Fell's 2nd Addition to Bloomington on the north right of way line of Market Street; thence East on said north right of way line to the southwest corner Block 4 in said KH Fell's 2nd Addition on the east right of Gridley Street; thence South along said east right of way line to the southwest corner of the North 100 feet of Lot 6 in Block 2 in Evan's Addition to Bloomington; thence West 60 feet to the southeast corner of the North 100 feet of Lot 43 in White's Addition to Bloomington on the west right of way line of said Gridley Street; thence South along said west right of way line to the northeast corner of Lot 6 in said White's Addition to Bloomington on the south right of way line of Front Street; thence East 50 feet to the northwest corner of Block 7 in said Evan's 2nd Addition to Bloomington on the east right of way line of Gridley Street; thence South along said east right of way line and the southerly extension thereof to the north line of Block 2 of Schroeder's Addition to Bloomington on the south right of way line of Oakland Avenue; thence West on said south right of way line to the northeasterly right of way line of the Norfolk Southern Railroad; thence Northwesterly to a point at the intersection of the north right of way line of Oakland Avenue and the northerly right of way line of said Norfolk Southern Railroad; thence Northwesterly along said northerly railroad right of way line to the east right of way line of Main Street; thence South along said east right of way line to the northwest corner of Lot 1 in Wolcott's Addition to Bloomington on the south right of way line of Wood Street; thence West along said south right of way line to the northeast corner of Lot 1 in Hodler's Addition to Bloomington on the west right of way line of Center Street; thence North along said west right of way line to the northerly right of way line of the Norfolk Southern Railroad; thence Northwesterly along said northerly railroad right of way line to the west right of way line of Lee Street; thence North on said west right of way line to the southeast corner of Parcel Two as conveyed to the City of Bloomington per the Warranty Deed recorded as Document No. 2005-24566; thence Northwesterly on the southerly line of said Parcel Two to the northwest corner thereof on the south right of way line of Olive Street; thence North to southwest corner of Parcel

One as conveyed in said Document No. 20045-24566 on the north right of way line of Olive Street; thence Northeasterly on the northerly line of said Parcel One to the northeast corner thereof on the west right of way line of Lee Street; thence North along said west right of way line to the northeast corner of Lot 107 in James Allin's Addition to Bloomington on the south right of way line of Washington Street; thence West on said south right of way line to the northeast corner of Lot 1 in Leavitt's Subdivision to Bloomington on the west right of way line of Mason Street; thence North on said west right of way line and the northerly extension thereof to the north right of way line of Jefferson Street; thence East on said north right of way line to the southeast corner of Lot 3 in James Mason's Addition to Bloomington on the west right of way line of Oak Street; thence North on said west right of way line to point on the westerly extension of the north line of Lot 6 in Assessor's Subdivision of Block 32 of Allin, Gridley & Prickett's Addition to Bloomington; thence East on the north line of said Lot 6 and the easterly extension thereof to the west right of way line of Lee Street; thence North on said west right of way line to a point on the westerly extension of the north line of Lot 1 in George W. Anderson's Subdivision on the east right of way line of said Lee Street; thence South on said east right of way line to the southwest corner of Lot 2 in said George W. Anderson's Subdivision on the north right of way line of Monroe Street; thence East on said north right of way line to the southeast corner of Block 33 in said Allin, Gridley & Prickett's Addition to Bloomington on the west right of way line of Roosevelt Street; thence North along said west right of way line to the southeast corner of Lot 3 in Owner's Subdivision of Lot 9 and Part of Lot 8 in Block 16 of Allin, Gridley & Prickett's Addition to Bloomington on the north right of way line of Locust Street; thence East along said north right of way line to the southeast corner of Lot 11 in Block 12 in Durley's Addition to Bloomington on the west right of way line of the public alley; thence North along said west right of way line to the northeast corner of Lot 2 in said Block 12 on the south right of way line of Chestnut Street; thence West along said south right of way line to the northeast corner of Block 13 in Allin, Gridley & Prickett's Addition to Bloomington on the west right of way line of Main Street; thence North along said west right of way line to the southeast corner of Block 1 in said Allin, Gridley & Prickett's Addition to Bloomington on the north right of way line of Walnut Street; thence East along said north right of way line to the Point of Beginning;

EXCEPTING THEREFROM the following described tract of land to wit: Lots 112 and 113, Except the East 6 inches of Lot 112, in James Allin's Second Addition to the City of Bloomington, in McLean County, Illinois.

Exhibit B

Map of the Downtown TIF Redevelopment Project Area

Redevelopment Plan and Project
Downtown TIF Redevelopment Project Area

Bloomington, Illinois

Exhibit A – Redevelopment Project Area Boundary



Redevelopment Project Area Boundary
Bloomington, IL

PCAV PLANNERS

0 500 1,000 Feet



Joint Review Board Recommendation

On July 1, 2024 the Joint Review Board voted to recommend that the City Council approve the Redevelopment Plan and Project, adopt an ordinance terminating the Downtown Southwest TIF District, and adopt the three ordinances that would establish the proposed Downtown Redevelopment Project Area (five voted in favor, and one abstained).

The impacted taxing districts were provided with a copy of the Redevelopment Plan. Representatives from the impacted taxing districts convened three times as the Joint Review Board (JRB) to discuss the proposed Downtown Redevelopment Project Area and ordinances. The first JRB meeting was held on June 3, 2024, and was continued to June 20, 2024. The final JRB meeting occurred on July 1, 2024.

The JRB is comprised of the following voting members: Bloomington School District #87, McLean County, Heartland Community College, the City of Bloomington Township, a designated public member, and the City of Bloomington, as well as the following non-voting members: CIRA, BNWRD, and the Bloomington Library.

Meeting Minutes from each of the JRB meetings are below:

MEETING MINUTES JOINT REVIEW BOARD MEETING REDEVELOPMENT PLAN & PROJECT FOR DOWNTOWN TIF REDEVELOPMENT PROJECT AREA CITY OF BLOOMINGTON, ILLINOIS

6/3/2024 at Government Center Boardroom 4th Floor, 115 E Washington Street, Bloomington,
IL 61701

Persons in Attendance:

Voting Members: Melissa Hon (City of Bloomington), Noah Lamb (Heartland Community College), Anthony Grant (McLean County), Deb Skillrud (Bloomington Township), Mike Cornale (SD87), Tim Tilton (Public Member)

Non-Voting Members: Derek Snyder (CIRA), Tim Ervin (BNWRD)

Other: Adam Stroud (PGAV), Megan Lamb (City of Bloomington Legal Counsel), Jeff Jurgens (City of Bloomington), Ellen Robertson (City of Bloomington), Billy Tyus (City of Bloomington), Samantha Mlot (City of Bloomington), John Pratt (SD87 Legal Counsel)

Meeting started at 9:10 a.m.

1. Mayor or designee convenes meeting of the Joint Review Board.
 - Adam Stroud appointed Melissa Hon as the designee.
 - Melissa Hon made opening remarks about the changes in development and increases in costs of labor and building materials. Cost-prohibitive development, etc.
2. Roll call of taxing district representatives.
 - Samantha Mlot led roll call
3. Board appoints person to take minutes of meeting.
 - Samantha Mlot was appointed to take minutes
First: Meissa Hon
Seconded Jon Pratt
4. Board selects Public Member to serve on Joint Review Board.
 - Tim Tilton was appointed as the Public Member
First: Deb Skillrud
Second: Mike Cornale
5. Board selects Chairperson for Joint Review Board.
 - Melissa Hon was selected as Chairperson
First: Deb Skillrud
Seconded: Noah Lamb
6. Review Responsibilities of Joint Review Board.
 - Adam Stroud gave an overview of the JRB meeting.
 - John Pratt asked if meetings could be adjourned if people weren't ready to meet based on the amount of materials received at the time of the meeting.
 - Adam Stroud asked if the other materials had previously been sent out. Ellen Robertson responded "Yes"
7. Presentation regarding the proposed TIF area and the Redevelopment Plan and proposed ordinances.
 - Adam Stroud explained the difference between a conservation area and a blighted area in a TIF
 - Adam Stroud asked if there were any questions about the boundaries on page 2- from the voting and non-voting members and there were none.
 - Deb Skillrud asked why we stopped at the railroad tracks instead of moving forward to the old YMCA and Home Sweet Home Ministries, and the current tent encampment.
 - Melissa Hon responded that the properties would be non-profit and non-tax generating developments and that when the TIF study began the landscape of that area was not what it is now.
 - John Pratt asked Adam Stroud to clarify the stat that 93.4% of buildings have deterioration. Adam Stroud clarified how they identify what deterioration looks like and how they quantify that when looking at the façade of the buildings and the area.
 - John Pratt asked when the map on Page 14 was completed, and Adam Stroud answered that they started fieldwork in 2023 and that an area of this size is ever-changing.

- Public Member, Tim Tilton, mentioned that the property he owns shows on the map that his building that is fully occupied is “deteriorated” and he wants to know what that means. Adam Stroud mentioned that he didn’t do the site work and this could have just been a deteriorated sidewalk but that he will find out.
- Downtown SW TIF has been absorbed by the Potential Downtown TIF
- Adam Stroud mentioned that the TIF Budget on Page 20 is an educated guess based off their expert experience.
 - John Pratt asked “The city wouldn’t be doing any of that work (on page 20) if that money wasn’t available”
 - Melissa answered that the City is also looking into other avenues such as grants and without lobbyists as will take some time for the increment to accrue.
 - John Pratt asked if there are private projects pending and if we would be talking about those today. Melissa said that we would not be talking about those specifically today. Adam Stroud corrected that the budget on page 20 does speak to some of those private projects.
 - John Pratt asked if these private developments would be similar to the C II East project.
 - Melissa indicated that they would not be.
 - Mike Cornale asked if these projects would be infrastructure or for physical buildings.
- Adam Stroud spoke to the amount of time a TIF can be enacted. The initial time-period is 23 years and it can be modified to add an additional 12 years.
 - John Pratt asked if there have been modification documents made available in terms of the extensions mentioned. He also spoke to the size of the area and how the EAV and scope of the area doesn’t fit the normal TIF model in his opinion. He indicated that he thought it best to make the full timeline concurrent with the development of the TIF.
- Deb Skillrud wanted it on the record that PIN associated with listed values 273 & 274 in the appendix of the plan are unresolved issues with the Township and the City. The Title currently shows the City but it should show the parcels are owned Township.
- Tim Ervin asked if there was a way to have any of these private agreements ready to go on day 1 to have the increment available.
 - Megan answered the question as to how to increment in accrued.
- Derek Snyder asked what happens if a building owner doesn’t invest in their buildings and they are in the TIF
 - Megan Lamb responded with what the incentive is to a property owner to use TIF to improve their building when using TIF dollars.
 - Derek asked what qualifies as an incentive project
 - Adam Stroud and Melissa Hon answered regarding the city’s but/for process. Billy Tyus mentioned what is and is not a TIF-eligible expense.
- Jeff Jurgens asked if it was automatic by statute to reimburse the school districts to offset for any school children that could be moving into a TIF District when residential is being developed in a TIF

- This needs to be assessed annually because the schools have the enrollment numbers.
- Jeff Jurgens mentioned that he would like to see some development across from the Arena and that we would like to see some sort of hotel, sports bar, etc.
- Mike Cornale spoke to the C II East RDA and mentioned that they took on the burden of locking in the tax abatement and asked if they would be frozen with the TIF.
 - Adam Stroud said he would look into this but that this would likely be captured with the Base EAV.
 - Mike Cornale asked if we could carve this out so they could still get their tax increment at the end of their term as the life of the new TIF would be longer than the current RDA.
 - John Pratt mentioned that in his opinion the previous TIF didn't work, and he stated the School district has participated in all of them and that we need projects to make it work.
 - Melissa Hon mentioned that we have projects that are on the line that require incentives and they will walk away if we don't have the tools.
 - John Pratt disagreed with Melissa Hon's statements and suggested that he isn't going to argue but that District 87 is always going to be willing to participate in RDA but with a TIF they don't get a say.
 - Deb Skillrud asked why we have to do a 23-year TIF and suggested that maybe we do a shorter TIF.
 - Jeff asked if we can put something in the plan that says what happens to the funds that go back proportionally to the taxing bodies. Adam Stroud suggested that we not promise a specific amount.
- Megan Lamb explained the Ordinances.
 - Ordinance terminating Downtown SW TIF District
 - Ordinance approving the Downtown TIF Redevelopment Project Area Plan and Project
 - Ordinance Designating Proposed Downtown TIF Redevelopment Project Area, A Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act
 - Ordinance Adopting TIF Allocation Tax Increment Allocation Financing For the Downtown Redevelopment Project Area

8. Discussion and recommendation of the Joint Review Board to the City Council.

- John Pratt made the statement that he will participate in a discussion but that SD87 will not be able to vote until they discuss at their board meeting.
- John Pratt asked if we should adjourn the meeting.
- Anthony Grant asked if we would need to carve out C II East
 - Billy Tyus mentioned that we would ensure this would be made right.
- Anthony Grant asked about the dates in the packet and if those would affect the projects in the pipeline.
 - Melissa Hon said it would be up to those developers.
 - Adam Stroud said it would be up to how quickly we can readjourn.
- Mike Cornale state that D87 Board meeting is 6/12.

- Jeff Jurgens asked again if the remaining increment could be designated to the taxing bodies and that language can be changed in the TIF plan. Adam Stroud mentioned that as long as none of these things are changed after the Public Hearing then we would be good.
 - We will change this language; we can remove C II East. Potentially other items as the school district reviews.
- John Pratt also mentioned that SD87 was not in favor of the Washington Senior Housing Redevelopment Agreement's use of TIF/agreement.
- John Pratt mentioned that he hasn't had a chance to review the details of the ordinances, agreements, and plans.
- **Motion to a continuation to a date to be determined:**
First: John Pratt
Second: Anthony Grant

9. Public comment

- No members of the public were present to make comment.

10. Adjourn Joint Review Board meeting.

First: John Pratt

Second: Deb Skillrud

Megan Lamb noted that we must reconvene within 30 days per TIF Statute.

Meeting Adjourned: 10:29 a.m.

MEETING MINUTES
JOINT REVIEW BOARD MEETING
REDEVELOPMENT PLAN & PROJECT
FOR DOWNTOWN TIF REDEVELOPMENT PROJECT AREA
CITY OF BLOOMINGTON, ILLINOIS

6/20/2024 at Government Center Boardroom 4th Floor, 115 E Washington Street, Bloomington, IL 61701

Persons in attendance:

Voting: Melissa Hon (City of Bloomington), Cathy Dreyer (McLean County), Mike Cornale, (SD87), Keith Cornille (Heartland Community College), Tim Tilton (Public Member)

Non-Voting: Tim Ervin (BNWRD), Derek Snyder (CIRA),

Other: Jeff Jurgens (City of Bloomington), Billy Tyus (City of Bloomington), Ellen Robertson (City of Bloomington), Samantha Mlot (City of Bloomington), Adam Stroud (PGAV), Megan

Lamb (City of Bloomington Legal Counsel), Elizabeth Megli (BNWRD Legal Counsel), John Pratt (SD87 Legal Counsel)

Meeting started at 9:14 a.m.

1. Mayor or designee convenes meeting of the Joint Review Board.
 - Melissa Hon, City of Bloomington designee opened the meeting at 9:14 a.m.
2. Roll call of taxing district representatives.
 - Ellen Robertson took the roll call.
3. Public comment
 - Ruth Haney: "I'm here in favor of the TIF of the downtown". Ruth and her husband received TIF funds in 2014 when they bought a building in the Downtown. When they purchased the building, taxes were quite low. She is now paying \$28K in taxes as opposed to the amount that she paid when her taxes were frozen during the TIF.
 - Andy Kaufman: "On behalf of the Chamber CEO Council, thank you for what you are doing here. We have spoken out positively on behalf of Downtown Streetscape and Economic Development. We are for the downtown and mechanisms that promote the downtown. What We can't do is say we are for the TIF because we haven't had a chance to discuss the TIF with our businesses."
 - i. "Now I will put on my hat as a developer who has worked with the City on a redevelopment plan with incentives and what I can say is that frankly without a TIF, projects like the Northwest Mutual Building won't move forward without standardized incentives. I, Andy Kaufman support TIF."
 - Bobby Varicella: "I own and renovate buildings downtown. A TIF is needed in Downtown. Sometimes incentives can take up to a year to get approved and when you are trying to get a deal put together while you are trying to buy a building, people won't wait around while you are waiting to see if you get an incentive."
 - i. "I am also here to speak on behalf of Fred Wollrab and he is in support of the TIF I think if you guys would support the TIF this would bring more local and more commercial and more box type and chain businesses in downtown and those are needed."
 - Darrell Hartweg: "I am the owner of the Illinois House. In 1977 my partners and I were looking for office space and we came to the Illinois House and built out a space and someone suggested we buy the building. The building has 7,500 commercial office spaces. The total amount of borrowing that we did on the TIF at the time of our renovation of the Illinois House 20 years ago was roughly \$600,000. I think that without the TIF the project may have worked out, but it made it a lot easier with the TIF."
4. The board appoints person to take minutes of meeting.
 - Melissa Hon Made a motion for Samantha Mlot to take the minutes.
 - First: Keith Cornille
 - Second: Mike Cornale
5. Review and approval of minutes from previous meeting.

- No comments.
- First: Mike Cornale
- Second: Derek Snyder
- 6. Review Responsibilities of Joint Review Board.
 - No comments.
 - First: Keith Cornille
 - Second: Mike Cornale
- 7. Presentation regarding proposed TIF area and the Redevelopment Plan and proposed ordinances.
 - Melissa Hon reviewed the changes of the Draft Redevelopment Plan. Including:
 - i. Removing the Northwestern Mutual Building
 - Melissa Hon provided information on the Draft Intergovernmental Agreement
 - i. Redistribution of the surplus to the taxing bodies.
 - ii. City Manager addressed the Streetscape and how the TIF Revenue would not be the only source of funding.
 - iii. There will be a 5-year plan review. At every 5th JRB meeting the surplus will be reviewed.
 - iv. Megan Lamb spoke to the legal language within the IGA and that she and John Pratt would be making changes to the IGA to make sure it aligns with the TIF Act.
- 8. Discussion and recommendation of the Joint Review Board to the City Council.
 - John Pratt: Thank you to the presenters today, we have worked with all of you very well. With all due respect to Mrs. Haney, I believe the project you spoke of was an abatement project. I believe we have worked very well and very quickly, so I don't know what projects have taken more than a year. We are working with Megan on the Intergovernmental Agreement.
 - i. We would ask that we reconvene this meeting after we see the IGA in its final form. We would like to be supportive of this project if we can get these parameters in place in a timely manner.
 - Keith Cornille: John what does timely mean to you?
 - Megan Lamb: The JRB needs to meet and be finalized within 30 days so we would need to have this by July 2nd.
 - Jeff Jurgens: John, is there anything that is not in here that the school district is asking?
 - John Pratt: I think those were covered today. I respectfully disagree that they have been covered to the degree that we need them to be covered but I agree that they are in there.
 - Jeff Jurgens: Could we just make a vote today?
 - Megan Lamb: Once you make a vote, that's your recommendation to the City Council. It sounds like John would like to reconvene on July 1st or 2nd.
 - Tim Ervin: What happens if we meet on July 2nd and there is still no vote?
 - John Pratt: That resolution from 2018, do all the members have their notes back to the City Manager on that?
 - Melissa Hon: All JRB members received the resolution on May 31st via email.

- Jeff Jurgens and John Pratt: Additional cross-discussions overlapping one another.
 - Keith Cornille: To the School District, I am trying to understand the amount of revenue that would be generated from this new district.
 - Adam Stroud: The School District tax is roughly 64% of the total tax bill. This would be around \$23.9 Million in base EAV.
 - Mike Cornale: The TIF area is around 3% of the School Districts total EAV.
 - Adam Stroud: So the School District will keep receiving the 3% of EAV each year as that is the base value of the TIF.
 - Billy Tyus and Mike Cornale: Discuss the school district EAV. Cross-discussions, overlapping one another.
 - Mike Cornale: I would just like to add, that we would really like to get to a point where we can support this. We just need to get to a point where we feel comfortable.
 - Melissa Hon: We have a motion on the floor to continue the meeting on July 1st at 9:00am.
 - First: John Pratt
 - Second: Derek Snyder
9. Meeting Adjourned
- Motion to Adjourned by Melissa Hon
 - First: Mike Cornale
 - Second: Tim Tilton

Meeting Adjourned at 9:53 a.m.

DRAFT MEETING MINUTES
JOINT REVIEW BOARD MEETING
REDEVELOPMENT PLAN & PROJECT
FOR DOWNTOWN TIF REDEVELOPMENT PROJECT AREA
CITY OF BLOOMINGTON, ILLINOIS

7/1/2024 at Government Center Boardroom 4th Floor, 115 E Washington Street, Bloomington, IL 61701

Persons in Attendance:

Voting: Melissa Hon (City of Bloomington), Deb Skillrud (City of Bloomington Township), David Mouser (SD87), Tim Tilton (Public Member), Keith Cornille (Heartland Community College), Tony Grant (McLean County)

Non-Voting: Tim Ervin (BNWRD), Derek Snyder (CIRA)

Other: Jeff Jurgens (City of Bloomington), Billy Tyus (City of Bloomington), Ellen Robertson (City of Bloomington), Samantha Mlot (City of Bloomington), Megan Lamb (City of Bloomington Legal Counsel), Elizabeth Megli (BNWRD Legal Counsel), John Pratt (SD87 Legal Counsel), Mike Cornale (SD87)

Meeting started at 9:02 a.m.

1. Mayor or designee convenes meeting of the Joint Review Board.
 - Melissa Hon, City of Bloomington designee opened the meeting at 9:02 a.m.
2. Roll call of taxing district representatives.
 - Roll Call by Samantha Mlot
3. Public comment
 - Bobby Vericella: "I am a Downtown Property Owner and I am for the TIF. It provides a good incentive package for Economic Development and having it in place will expedite time and will help the City to decide if the project is viable or not. Thank you".
4. The board appoints person to take minutes of meeting.
 - Melissa Hon Made a motion for Samantha Mlot to take the minutes.
 - Second: Keith Cornille
5. Review and approval of minutes from previous meeting.
 - Melissa Hon Reviewed the Minutes
 - First: Keith Cornille
 - Second: Tim Tilton
6. Review the Responsibilities of Joint Review Board.
 - Melissa Hon Reviewed the JRB roles. There were no comments.
7. Presentation regarding the proposed TIF area and the Redevelopment Plan and proposed ordinances.
 - Melissa Hon reviewed the updates that were spoken about in the last JRB meeting regarding the CII East building (Northwest Mutual Building)
 - Melissa Hon spoke about the increased development across the city and the ripple effects this will have on the downtown
 - John Pratt wanted to thank everyone for being patient during the extra meeting. John mentioned that there is a gap in the way The City and SD87 look at TIF and we now have an Intergovernmental Agreement and that it has not been signed yet. He believes both parties will sign. The SD87 will be abstaining because they would like to have a signed agreement.
 - Jeff Jurgens: On behalf of the City, thank you. We would rather take a few extra meetings to make it right so that it was fair for all taxing bodies. We are happy with the outcome of the Intergovernmental agreement.
 - Keith Cornille: Can we get a what summary of what was agreed upon?
 - John Pratt: Megan can you give a brief summary?
 - Megan Lamb: As Melissa Hon stated earlier, the C II East building was removed from the Area, in the 11th year of the TIF, the City and the SD87 will conduct a comprehensive evaluation of the District, along with other members

of the JRB, to see if the EAV has not increased by over \$5M, the City is limited to only using 20% of the increment for Streetscape and only 20% of the increment for infrastructure improvements, and in the 11th year, the taxing bodies will receive 10% of the surplus, in the 16th year they will receive 25% of the surplus, and in the 20th year they will receive 50% of the surplus. The district is not getting any extra sweeteners in this deal.

- John Pratt: We are hopeful that this will spur a lot of development. We are concerned all along that this will incur more students and we won't get our increment. And there is a statutory section in the Act that allows us to recover and be made whole if there is a growth of student in the project area. We don't believe it is enough. We are hopeful that the agreement will get us additional funds per student.
 - Tim Ervin: How does the limitation of the infrastructure impact the plan?
 - Billy Tyus: I would say we are comfortable with the 20%.
7. Presentation regarding the proposed TIF area and the Redevelopment Plan and proposed ordinances.

No Comments.

8. Discussion and recommendation of the Joint Review Board to the City Council.

- Melissa Hon: Motioned that the JRB make a positive motion to the City Council.
- Second: Keith Cornille
- Roll Taken by Ellen Robertson
 - Yays: 5
 - Nays: 0
 - Abstain: 1
 - Item passes

9. Adjourn Joint Review Board meeting.

- Melissa Hon motioned to adjourn.
- Second: Tim Tilton

Meeting adjourned at 9:16 a.m.



REGULAR AGENDA ITEM NO. 9.F.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending Chapter 16 of the City Code Regarding Public Works Contracts and Project Labor Agreements, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance 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: In June 2023, the City Council heard from several union representatives regarding the potential use of project labor agreements in City projects. Since that time, discussions have continued between City staff and labor representatives.

At the Committee of the Whole on July 14, 2024, language was outlined that would add a process for including project labor agreements (PLAs) in public work contracts exceeding \$50,000. Among other reasons, a PLA is utilized to help ensure labor stability, add increased safety standards, and support local employees.

The proposed language includes a mechanism for the City Council to waive the requirement when it is determined that a PLA will not advance the City's interests of cost, efficiency, quality, safety, timeliness, skilled labor, etc. In addition, the language does not require a PLA for contracts for private development between the City and developers involving private business development activities.

To provide time to incorporate the new language in the City's procurement documents, the proposed ordinance would be effective September 1, 2024.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Prevailing wage is already required on all public works contracts, and the City can waive the requirement if needed, so no material financial impact is anticipated.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, City Manager

ATTACHMENTS:

[ADM 2B Ordinance](#)

ORDINANCE NO. 2024 - _____

AN ORDINANCE AMENDING CHAPTER 16 OF THE CITY CODE REGARDING PUBLIC WORKS CONTRACTS AND PROJECT LABOR AGREEMENTS

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois (additions are indicated by underlining; deletions are indicated by strikeouts):

SECTION 1. That Bloomington City Code Chapter 16, shall be amended by adding a new Section 16-416 as set forth below:

§ 16-416 Public works contracts and project labor agreements.

- (A) For all public works projects estimated in excess of \$50,000 where public funds will be expended, the City of Bloomington shall require a project labor agreement unless it has been determined that a project labor agreement would not advance the City's interests of cost, efficiency, quality, safety, timeliness, skilled labor force. and labor stability and the City's policy to advance minority-owned or female-owned business, or businesses utilizing minority and female workers. The terms of any project labor agreement shall not exceed the economic standards established by the Illinois Prevailing Wage Act, as from time to time amended, nor contain any requirement of union membership of any contractor's employees or fair share payments by contractor's employees.

Project labor agreements shall not be required for contracts for private development between the city and developers involving private business development activities (e.g., incentive agreements with developers on private development projects).

- (B) Unless it has been determined that a project labor agreement is not appropriate for a particular public works project or the estimated amount does not exceed \$50,000, the City shall either (i) in good faith negotiate a project labor agreement with labor organizations engaged in the construction industry that represent experienced and skilled construction workers or (ii) condition the award of a project manager or general contractor upon a requirement that the manager or contractor negotiate in good faith a project labor agreement with labor organizations engaged in the construction industry and, if necessary, use the Department of Labor to reach a project labor agreement. The City may reserve the right to approve the negotiated project labor agreement. The City may alternatively designate a project labor agreement that has been approved by a majority of the local trades to be utilized as part of the bid specifications for any public works project.
- (C) A project labor agreement must:
- (i) set forth effective, immediate, and mutually binding procedures for resolving jurisdictional disputes, labor disputes, and grievances arising before the completion of work;
 - (ii) contain guarantees against strikes, lockouts, or other similar actions;

- (iii) standardize the terms and conditions of employment of labor on the public works project;
 - (iv) ensure a reliable source of skilled and experienced labor;
 - (v) further public policy objectives as to improved employment opportunities for minorities, females, and the economically disadvantaged in the construction industry; for purposes of this subsection, the public policy objectives shall be deemed met if the public works project employs at least 25% minorities and/or at least 25% of total employees working on the project are employed by minority owned businesses as defined by Section 16-415 of the City Code
 - (vi) permit contractors and subcontractors to retain a percentage of their current workforce in addition to labor referred through the signatory labor organizations;
 - (vii) permit the selection of the lowest qualified responsible bidder, without regard to union or nonunion status at other construction sites;
 - (viii) be made binding on all contractors and subcontractors on the public works project through the inclusion of appropriate bid specifications in all relevant bid documents; and
 - (ix) include such other terms as the parties deem appropriate.
- (D) Any decision not to use a project labor agreement in connection with a public works project by the City shall be supported by a written, publicly disclosed finding by the City setting forth the justification for the non-use of the project labor agreement.
- (E) Unions participating in a project labor agreement shall provide the following:
- (i) Certification of compliance in relation to the public works project with the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act; and
 - (ii) Documentation evidencing that such union has an active joint labor-management apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training; and
 - (iii) Evidence of an established membership recruitment program that specifically includes efforts to recruit residents of the city and minority and female participants; and
 - (iv) Documentation evidencing the demographic characteristics of union membership and the apprenticeship and training program.

SECTION 2. Except as provided herein, the Bloomington City Code, 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 take effect on September 1, 2024, after its approval and publication as required by law.

PASSED this 22nd day of July 2024.

APPROVED this _____ day of July 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



REGULAR AGENDA ITEM NO. 9.G.

FOR COUNCIL: July 22, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Setting Housing Priorities Related to the Affordability of the Current Housing Stock in the City of Bloomington, as requested by the Administration 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: Bloomington is facing an increasing demand for housing, prompting the City Council to explore potential solutions. During the Committee of the Whole meeting on June 17, 2024, City staff presented a report from the recent Housing Symposium which was thereafter discussed by the City Council. The discussions continued at the City Council meeting on June 24, 2024. At the meeting on July 24, 2024, the Council will continue the discussions on next steps and consider the adoption of a resolution setting forth the Council's priorities on housing.

The draft resolution proposed the following priorities: (1) establishing a standardize housing incentive; (2) enhancing the City's housing rehabilitation program to improve blighted areas; (3) focusing on intergovernmental collaboration to establish a unified approach to housing; and (4) completing a review of the Zoning Code and Subdivision Code to address current and future housing needs.

The resolution is "non-exclusive" meaning that staff can bring forward other initiatives to address and respond to the ever-changing housing landscape. In addition, the resolution requires the financial impact of any proposed program to be fully vetted and for the City Manager to provide regular reports and updates to the City Council to ensure full accountability and transparency.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Many of these issues were discussed at the City's Housing Symposium on June 11, 2024, which was attended by over 60 participants, including developers, contractors, lenders, the Chamber of Commerce, the Bloomington-Normal Economic Development Council, the Department of Commerce Economic Opportunity, the Town of Normal, and the McLean County Regional Planning Commission.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

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

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, City Manager

ATTACHMENTS:

[ADM 3B Resolution](#)

RESOLUTION NO. 2024 - ____

A RESOLUTION SETTING HOUSING PRIORITIES RELATED TO THE AFFORDABILITY OF THE CURRENT HOUSING STOCK IN THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington (hereinafter “City”) recognizes the critical importance of addressing the current affordability of housing to ensure the well-being, economic stability, and growth of our community; and

WHEREAS, the City Council is dedicated to making Bloomington the most business-friendly city, ensuring exceptional service and value to all residents, investors and developers who contribute to our community; and

WHEREAS, the City wishes to foster responsive conditions to housing affordability; and

WHEREAS, the City aims to establish a standard housing incentive that promotes the development of housing that is affordable to those whose household income is at or below the median through various supportive measures; and

WHEREAS, a clear, effective, and well-articulated Zoning Code is crucial for addressing housing challenges and highlighting development opportunities within the City; and

WHEREAS, addressing blighted areas and adding more housing units back onto the market through a comprehensive neighborhood rehabilitation program is a priority for the City Council; and

WHEREAS, collaboration with local intergovernmental partners is crucial to develop joint initiatives that meet our collective housing goals and objectives; and

WHEREAS, the City lacks the financial capacity to provide low-interest loans or similar incentives to stimulate housing developments, the Council acknowledges that high development costs are the primary barrier and urges continued collaboration on innovative responses.

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

SECTION 1. Recitals. That the recitals set forth above are incorporated herein by reference as if fully stated in this Section 1.

SECTION 2. Housing Priorities. The City Council sets the following priorities in relation to housing within the community:

- (A) Standardize Housing Incentives. City staff is to develop and bring back for formal consideration by the City Council a short-term, low-risk housing incentive program. As part of this, City staff will review and consider items like the following: (1) a reduction of fees for affordable and low-income housing projects and housing projects that are eligible for and

utilize tax credits; and (2) a process for requesting assistance with housing projects that meets certain defined criteria.

- (B) Housing Rehabilitation Program. City staff is to develop and bring back for formal consideration by the City Council a comprehensive housing program that focuses on: (1) addressing and improving blighted areas; (2) adding more housing units back onto the market; and (3) providing potential incentives and support for property owners to rehabilitate and develop neighborhoods.
- (C) Intergovernmental Collaboration. Consistent with the McLean County Regional Planning Commission Housing Recovery Plan, the City Council is interested in participating in an intergovernmental rapid response team to work on joint housing initiatives. The City Council is supportive of a unified approach to address housing development that meets collective goals and objectives.
- (D) Zoning Code & Subdivision Code Review. A review of the Zoning Code and Subdivision Code, under the direction of and coordinated by City staff with input from neighborhood groups and/or associations, should be completed to ensure it addresses current and future housing needs. City staff should actively showcase development opportunities and offer flexible compliance pathways. As a subset of this, City staff should work with property owners to thoroughly investigate and report to Council on whether other responses for housing development (which should include the national Strong Towns) are feasible.

SECTION 3. Financial Considerations. City staff shall fully consider all financial components and fiscal impact of the potential housing programs being developed. The financial components shall be presented to the City Council at the time the programs are brought back for formal consideration and approval by the City Council.

SECTION 4. Reports. The City Manager, or his designee, shall provide regular reports on progress, challenges, and successes related to the priorities of the City Council identified in Section 2 to ensure accountability and transparency.

SECTION 5. Non-Inclusive. Although this Resolution sets forth the main priorities of the City Council regarding housing, City staff is encouraged and expected to continue working on other initiatives to respond to the ever-changing housing landscape within the community and may modify or remove the items in Section 2 and/or bring forward other proposals as developed. This includes looking at the concerns raised involving the taxation of land.

SECTION 6. Effectiveness. This Resolution shall take effect immediately upon its passage and approval.

PASSED this 22nd day of July 2024.

APPROVED this ____ day of July 2024.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk