



**CITY OF
BLOOMINGTON
COUNCIL MEETING
JUNE 14, 2021**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, JUNE 14, 2021, 6:00 P.M.

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

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

Members of the public may also attend the meeting at City Hall. Attendance will be limited to 10 people including staff and Board/Commission Members and will require compliance with City Hall COVID-19 protocols and social distancing. Participants and attendees are encouraged to attend remotely.

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

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. COVID-19 Update by City Manager
6. Recognition/Appointments
 - A. Proclamation recognizing Juneteenth on June 14-19, 2021, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - B. Proclamation recognizing Pride Month, June 2021, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
7. Public Comment

This meeting is being held virtually via live stream. Public comment will be accepted up until 15 minutes before the start of the meeting. Written public comment must be emailed to publiccomment@cityblm.org and those wishing to speak Live must register at <https://www.cityblm.org/register>.
8. Consent Agenda

Clerk-led Roll Call Vote

- A. Consideration and action to approve the Minutes of the May 10, 2021 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and action to approve Bills and Payroll in the amount of \$12,835,524.43, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and action to approve Appointments and Reappointment to various Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments and Reappointment be approved.)*
- D. Consideration and action to approve the Purchase of (35) Motorola APX 8000 Starcom Multi-band Portable Radios through a joint purchase agreement, and the upgrade the firmware and software of APX 7000 radios, in the amount of \$287,730.87 from Motorola Solutions Inc., as requested by the Fire Department. *(Recommended Motion: The proposed Purchase be approved.)*
- E. Consideration and action to approve the Purchase of a FlowCam Particle Analysis System from Yokogawa Fluid Imaging Technologies, Inc., in the amount of \$84,960, and Authorization to trade-in the existing FlowCam (asset #958), as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase and Trade-in be approved.)*
- F. Consideration and action to approve the Service Agreement in the amount of \$315,632.49 with Motorola Solutions, as a limited source, for maintenance and repair of console radio equipment used by Police, Fire, and Public Works Departments, as requested by the Police Department and the Fire Department. *(Recommended Motion: The proposed Service Agreement be approved.)*
- G. Consideration and action to approve the Annual Regional Service Agreement and Payment to the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services in the amount of \$54,000.00 for the fiscal year July 1, 2021 through June 30, 2022, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Agreement and Payment be approved.)*
- H. Consideration and action on a Resolution to Authorize Waiving the Formal Bidding Requirements and Approve the Purchase with Acme Sports, Inc. for Sig Sauer Handgun Systems, in the amount of \$81,495, as requested by the Police Department. *(Recommended Motion: The proposed Resolution be approved.)*
- I. Consideration and action on an Ordinance Approving the Vacation of an Easement in Southgate Commercial Plaza Subdivision, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- J. Consideration and action on an Ordinance Approving the Final Plat of Route 51 Subdivision, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- K. Consideration and action on an Ordinance Approving the Final Plat of Hershey Grove 5th Addition, as requested by the Public Works Department.

(Recommended Motion: The proposed Ordinance be approved, subject to the petitioner providing the required sureties.)

- L. Consideration and action on an Ordinance Approving a Site Plan and Variances for New Construction of a Car Wash in the B-1 General Commercial District, for Property Located at 1509 E. Vernon Avenue, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- M. Consideration and action on an Ordinance Approving a Site Plan and Variances for New Construction of a Commercial Structure in the C-1 Office District, for Property Located at 1107 and 1109 W. Chestnut Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- N. Consideration and action on the Request from The Momma Inc., d/b/a The Bistro for an Ordinance Suspending Portions of Chapter 6 of the Bloomington City Code that Prohibit Possession of Open Alcohol in Public for the Annual Pride Fest Event to be held in Portions of Downtown Bloomington on Saturday, June 26, 2021, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- O. Consideration and action on an Application from 8 Bit II, Inc., d/b/a Which Craft? Bottle Shop, to be located at 315 N. Main St., requesting a Class TBPS (Tavern, Beer and Wine Only, Package and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved.)*
- P. Consideration and action on an Application from Texas Roadhouse Holdings, LLC, d/b/a Texas Roadhouse, to be located at 1713 E. Empire St., requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved.)*
- Q. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lots 5 & 8 in Block 25 in Camp Potawatomie, from Susan Mizell, to the petitioners, Aaron Hallead and Cynthia Hallead, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Transfer and Supplemental Agreement be approved.)*
- R. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lot 16 in Block 2 in Camp Kickapoo, from the Robert and Lisa Russell, to the petitioners, Robert Brent and Johanna Gardner, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Transfer and Supplemental Agreement be approved.)*

9. Regular Agenda

Clerk-led Roll Call Vote

- A. Consideration and action on Council Member Ward's Initiative to direct City Staff to seek input from representatives of the local disability community and provide Council with an updated recommendation for an ADA (Americans with Disabilities Act) Accessibility Transition Plan, as requested by Ward 7 Mollie

Ward. *(Recommended Motion: That staff be provided direction on and directed to draft an updated recommendation for an ADA (Americans with Disabilities Act) Accessibility Transition Plan.) (Presentation by Mollie Ward, City Council Member, 10 minutes; and City Council discussion, 30 minutes.)*

- B. Consideration and action on Council Member Ward's Initiative to direct City staff to research and develop a Rust Fund Resolution, as requested by Ward 7 Mollie Ward. *(Recommended Motion: That staff be provided direction on and directed to research and develop a Rust Fund Resolution.) (Presentation by Mollie Ward, City Council Member, 10 minutes; and City Council discussion, 30 minutes.)*
- C. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department. *(Recommended Motion: No modifications recommended at this time.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session - Cite Section

Clerk-led Roll Call Vote

- A. **Semi-Annual Review of Minutes - Section 2 of (c)(21) of 5 ILCS 120 (15 minutes)**

14. Return to Open Session

Clerk-led Roll Call Vote

15. Semi-Annual Closed Session Minutes Report

16. Adjourn

Clerk-led Roll Call Vote

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: June 14, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing Juneteenth on June 14-19, 2021, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read 'Billy Iyus'.

Billy Iyus, Deputy City Manager

6/9/2021

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

Tara Henry, Legislative Assistant

6/9/2021

Recommended by:

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Tim Gleason, City Manager

Attachments:

- ADM 1B 2021 Juneteenth Proclamation

PROCLAMATION

HONORING JUNETEENTH

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and

WHEREAS, it was not until June 19, 1865, two and one-half years after the signing, when Union soldiers, led by Major General Gordon Granger, landed at Galveston, Texas with news that the war had ended and that the enslaved were now free; and

WHEREAS, June 19th has a special meaning to African Americans, and is called "JUNETEENTH" combining the words June and Nineteenth, and has been celebrated by the African American community for over 150 years; and

WHEREAS, we must never forget or repeat the vivid and tragic examples of African American history which expose the dehumanizing impact of racial violence, and we must collectively strive to close gaps of immeasurable distance between us and affirm the promise of the Declaration of Independence that all people have the right to life, liberty, and the pursuit of happiness; and

WHEREAS, the annual Juneteenth celebration in the City of Bloomington will take place June 14-19, 2021, and encompass a week of education, motivation, and celebration; and

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, IL, do hereby issue this proclamation in celebration of JUNETEENTH in the City of Bloomington and encourage our community to honor June 14-19, 2021 as a period of reflection, education, and commitment to end racism which threatens equality and freedom for all.



Mboka Mwilambwe
Mayor



Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 6.B

FOR COUNCIL: June 14, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing Pride Month, June 2021, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

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

Billy Ryus, Deputy City Manager

6/9/2021

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

Tara Henry, Legislative Assistant

6/9/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 2B 2021 Pride Month

PROCLAMATION

HONORING PRIDE MONTH, 2021

WHEREAS, Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) Pride Month is celebrated nationwide each year in the month of June; and

WHEREAS, this month was chosen to commemorate the June 1969 uprising at New York City's Stonewall Inn that sparked a liberation movement which continues to inspire us to live up to our Nation's promise of equality, liberty, and justice for all; and

WHEREAS, Pride Month is a time to recall the trials that the LGBTQ community has endured and celebrate those who have fought, and continue to fight, for full equality; and

WHEREAS, while there has been progress towards acceptance and equality, members of the LGBTQ community in our City, and around the world, still face an unacceptable level of discrimination and violence; and

WHEREAS, The City of Bloomington recognizes this and will continue its solidarity with LGBTQ individuals in their ongoing struggle against discrimination and injustice.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, IL, do hereby proclaim June 2021 as Pride Month and urge all residents to respect and honor our diverse community and strive to build a culture of inclusiveness and acceptance.

Mboka Mwilambwe

Mboka Mwilambwe
Mayor

Leslie Yocum
Leslie Yocum
City Clerk



CONSENT AGENDA



CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: June 14, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the May 10, 2021 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Deputy Clerk

Reviewed by:


Leslie Yocum, City Clerk

6/10/2021


Tara Henry, Legislative Assistant

6/10/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- CLK 1B 05-10-21 DRAFT Council Meeting Minutes



**MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, MAY 10, 2021, 6:00 P.M.**

This meeting was conducted under Governor Pritzker's Executive Order 2020-07 §6, which was reissued and extended by Executive Order 2021-09. The Order, implemented in response to COVID-19, suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The City Council convened in regular session virtually via Zoom conferencing with the City Manager, Tim Gleason, and City Clerk, Leslie Yocum, in-person in City Hall's Council Chambers at 6:00 p.m., Monday, May 10, 2021. The meeting was called to order by Mayor Mboka Mwilambwe.

Roll Call

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

COVID-19 Update by City Manager

City Manager Tim Gleason stated that Camille Rodriguez, McLean County Administrator, reported there had been 91 new COVID-19 cases since Friday. He noted that the COVID-19 vaccination located at the City's Grossinger Motors Arena was now available to all residents and provided a list of other local clinics. He then discussed Region, the City's designated region by the State for Covid-19 monitoring, would enter the State's Bridge Phase on Friday May 14, 2021. He discussed what that would mean for the City and reopening.

Recognition/Appointments

A. Proclamation recognizing May 14, 2021 as Childhood Apraxia of Speech Day

Mayor Mwilambwe presented the Proclamation for Childhood Apraxia of Speech Day. Mandy Nicolaidas and her son were present virtually to accept the Proclamation.

B. Recognition of Appointments to Various Boards & Commissions

City Clerk, Leslie Yocum, recognized the appointment of Steven Campbell to the Japanese Sister Cities Committee and the re-appointments of: (1) Dawn McBride, Japanese

Sister Cities Committee; (2) Dean Messinger, Police Pension Board; and (3) Kelby Cumpston, Property Maintenance Review Board.

Public Comment

Mayor Mwilambwe read a statement of procedure for public comment and then opened the meeting for public comment. Resident Scott Stimeling spoke live. No emailed public comment was received.

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 Carrillo, that the Consent Agenda, including all items listed below, be approved as presented.

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

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

Motion carried.

Item 8.A. Consideration and action to approve the Minutes of the April 12, 2021 Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and action to approve Bills and Payroll in the amount of \$4,811,349.59, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and action to approve an Agreement with Gildner, Inc., for the FY 2022 Sidewalk and Curb Ramp Replacement Program (Bid #2021-28), in the amount of \$1,104,235.34, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.D. Consideration and action to approve a Contract with Ticketmaster for Ticketing at the Grossinger Motors Arena and the Bloomington Center for the Performing Arts, as requested by the City Clerk Department and the Parks, Recreation and Cultural Arts Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.E. Consideration and action to approve the annual Software Licensing Maintenance Payment with Tyler Technologies, covering various modules of the City's MUNIS Enterprise Resource Planning (ERP) system, in the amount of \$207,494.21, as requested by the Information Technology Department. (Recommended Motion: The proposed Payment be approved.)

Item 8.F. Consideration and action on an Ordinance Approving a Zoning Map Amendment from P-2 Public Lands and Institutions District to R-1C Single-Family Residential District for the Property Located at 2813 Breezewood Boulevard (PIN: 21-21-252-001) 0.507 Acres More or Less, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.G. Consideration and action on an Ordinance Approving the Final Plat of Replat of Outlot 36 Cedar Ridge Subdivision, as requested by the Public Works Department.

(Recommended Motion: The proposed Ordinance be approved, subject to the petitioner providing the required sureties for public improvements.)

Item 8.H. Consideration and action on the Request from CBOCS West, Inc., d/b/a Cracker Barrel Old Country Store #125, located at 502 Brock Dr., requesting a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Item 8.I. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lots 1 & 2 in Block 9 in Camp Potawatomie, from the Estate of Lyle Spaniol, to the petitioner, Jeffry Watson, as requested by the Public Works Department. (Recommended Motion: The proposed Lot Transfer and Supplemental Agreement be approved.)

Regular Agenda

The following item was presented:

Item 9.A. Consideration and action to appoint a Mayor Pro Tem for the City of Bloomington, as requested by the City Council.

Mayor Mwilambwe stated that Council Member Mathy was the sole Council Member who expressed interest in the position of Mayor Pro Tem.

Council Member Emig made a motion, seconded by Council Member Becker, that Council Member Mathy be appointed to serve, until a new appointment is made by the City Council, as the Mayor Pro Tem for the City of Bloomington at those times when the Mayor is unable to perform his official duties due to an absence from the City or other incapacity.

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

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

Motion carried.

The following item was presented:

Item 9.B. Presentation regarding the City Services Hub ("The Hub"), as requested by the City Clerk Department.

City Manager Gleason provided a brief overview of The Hub, noting that it was a three-year project in the making. The Hub is a one-stop-shop for residents and businesses that was implemented to address department space needs and serving the community better. He discussed how the City took an opportunity created by COVID-19 to roll the project out earlier than originally expected. He informed Council and the community that there would be a ribbon cutting ceremony with the Chamber of Commerce on Monday, May 17, 2021 and invited all to attend. He explained that The Hub had been operating under a trial basis at the Arena and that it would soon move to the Government Center in the previous Parks and Recreation office. He recognized both Billy Tyus, Deputy City Manager, and Leslie Yocum, City Clerk, for their impressive work developing The Hub amidst the challenges of COVID-19. He briefly discussed the process of how The Hub had evolved throughout COVID-19.

Mr. Tyus explained that staff had actively worked on a move to the Government Center for years. He elaborated on the services that would be available with a focus on one-stop-shop or white glove customer service. He presented The Hub logo and recognized internal staff who had designed it. Mr. Tyus went on to explain how a temporary Hub had been established at the Arena box offices in order for residents to continue to complete their business in-person throughout Covid, also allowing staff to finetune and prepare for its permanent opening at the Government Center. He recognized Mrs. Yocum's continuous hard work and innovation on the development of The Hub.

Mrs. Yocum expressed appreciation for Administration allowing her to take their idea and run with it. She stated that through opportunities that COVID-19 presented, which she defined as "COVID Momentum," staff were able to move forward with ideas for The Hub. She discussed how previous to the Hub's creation staff would regularly have to direct residents to various different buildings to complete City business. She described the vision of the Hub being a customer centric location where almost all things City business could be handled in one location. She commented to renovations completed on an existing space at the Government Center that was done at a great cost savings over building out a new space. She described video conferencing capabilities that enable virtual conversations should a staff member be needed that was not present in the Hub. She went on to recognize all of the City staff members who would be located at The Hub and their departments.

Mr. Tyus recognized the Information Technology and Facilities Departments along with many other department directors for their participation in making the project a success. He then asked Mrs. Yocum to elaborate on The Hive.

Mrs. Yocum noted that through COVID Momentum, the City realized how work location flexibility was possible in that some staff could work remotely. In light of that, The Hive was created as an alternative workspace where staff can go to work remotely or together in small groups. She explained that in addition to becoming more resident focused and prioritizing customer service, Administration also wanted to do something nice for staff to make their work environments better.

Mr. Tyus noted that alternative workspaces were often implemented by private businesses, such as Google, to create collaborative workspaces generating creativity.

Council Member Carrillo expressed excitement for The Hub. She then expressed her preference that the City use the term 'resident' over 'citizen' or 'customer' to promote inclusiveness.

Council Member Crabill asked if additional signage would be implemented inside the Government Center. Mr. Tyus explained that additional signage would be posted as well as the implementation of electronic signage. Mrs. Yocum commented that the electronic billboard outside of the City Clerk Department in City Hall would be moved to the Government Center. She explained that staff were also working collaboratively with McLean County to integrate electronic billboards ensuring they were compliant with the Americans with Disabilities Act ("ADA").

Council Member Boelen echoed excitement and looked forward to the ribbon cutting.

Council Member Crumpler echoed excitement and asked how staff would promote the new space. Mrs. Yocum explained that billing inserts had been included in the utility bills and mentioned other marketing planned. Mr. Tyus explained that once The Hub was opened

for business, staff would ramp up marketing and outreach.

Mayor Mwilambwe encouraged Council and the community to attend the ribbon cutting ceremony.

The following item was presented:

Item 9.C. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, including consideration of an Ordinance Amending Ordinance 2020-18 to Modify Section 2(S) Regarding City Utility Penalties, as requested by the Legal Department.

City Manager Gleason mentioned a recent change from the past Council to extend the no-shut-off policy for City utilities. He stated that staff recommended to strike the penalty language in order to clean up the process.

Council Member Emig made a motion, seconded by Council Member Carrillo, that the proposed Ordinance Amending Ordinance 2020-18 to Modify Section 2(S) Regarding City Utility Penalties be approved.

Council Member Crabill asked if penalties or interest would accrue. City Manager Gleason responded that no interest or penalties would accrue. Jeff Jurgens, Corporation Counsel, confirmed.

Council Member Carrillo asked how the City would address those who could not make their payments long term. City Manager Gleason responded that the City would receive American Rescue Plan (“ARP”) grant funding soon and that staff had received additional guidance on distribution. A presentation of the ARP funds would appear on an upcoming Committee of the Whole agenda. He stated that staff continue to encourage residents to take advantage of the resources available, but that a conversation on next steps was needed. Council Member Carrillo reiterated her position on wiping out utility billing debt as it was a City controlled cost that could be cleared to assist residents.

Council Member Boelen supported looking into a repayment schedule.

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

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

Motion carried.

City Manager's Discussion

City Manager Tim Gleason highlighted multiple upcoming events in Downtown Bloomington. He then mentioned a new rental assistance program available through the Illinois Housing Development Authority (“IDHA”) that would launch on May 17, 2021. He announced that the City would perform a lighting audit of the 7,000 light poles within the City with Johnson Controls and provided additional detail. He moved on to discuss that both the Fire and Police Departments would present their annual safety report at the upcoming Committee of the Whole.

Mayor's Discussion

Mayor Mwilambwe congratulated Mayor Pro Tem Jamie Mathy and the newly seated Council Members for completing their first meeting. He thanked staff for the well-organized swearing-in ceremony and encouraged a similar set up be used for future ceremonies. He commented on various events he attended over the past few weeks and highlighted that The Hub had its own website, which was also available to assist the community.

Council Member's Discussion

Council Member Carrillo stated that the source of income protection bill, which was being considered by Illinois legislature, and a Welcoming City Ordinance would return to a future Committee of the Whole meeting. She asked if Police representatives at the upcoming presentation could also discuss interactions with Immigration and Customs Enforcement ("ICE").

Council Member Ward reminded the community that the COVID-19 pandemic continued and encouraged community members to get vaccinated.

Council Member Emig echoed comments on COVID-19 vaccinations and suggested residents discuss any concerns they may have with a trusted medical professional. She encouraged the community to pay attention to the McLean County Board's consideration of re-districting and expressed interest in the upcoming safety presentations. She recognized the Public Works Department for their work on the recent bulk waste pick-up.

Executive Session - Cite Section

No Executive Session was held.

Adjournment

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

Motion carried (viva voce).

The meeting adjourned at 7:03 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Mohan, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: June 14, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$12,835,524.43, 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 \$12,835,524.43 (Payroll total \$5,503,012.28, Accounts Payable total \$4,279,652.99, Bank Transfers total \$2,948,292.39, and Procurement Card Purchase total \$104,566.77).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

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

F. Scott Rathbun, Finance Director

6/9/2021

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

Tara Henry, Legislative Assistant

6/9/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL				
Date	Gross Pay	Employer Contribution	Totals	
5/21/2021	\$ 2,117,469.08	\$ 566,646.99	\$ 2,684,116.07	
6/4/2021	\$ 2,061,614.43	\$ 562,155.59	\$ 2,623,770.02	
5/21/2021-6/4/2021	\$ 195,085.87	\$ 40.32	\$ 195,126.19	
Off Cycle Adjustments				
PAYROLL TOTAL			\$ 5,503,012.28	
ACCOUNTS PAYABLE (WIRES)				
Date	Bank	Total	PCARDS	
			Date Range	
6/14/2021	AP General	\$ 2,876,309.93	3/1/2021-30/31/2021	\$ 104,566.77
6/14/2021	AP JMScott			
6/14/2021	AP Comm Devel	\$ 177,819.40	PCARD TOTAL	\$ 104,566.77
6/14/2021	AP IHDA			
6/14/2021	AP Library	\$ 77,729.32		
6/14/2021	AP MFT	\$ 5,646.55		
5/20/2021-6/9/2021	Out of Cycle	\$ 1,142,147.79		
4/5/2021-6/2/2021	AP Bank Transfers	\$ 2,948,292.39		
AP TOTAL		\$ 7,227,945.38		
GRAND TOTAL				\$ 12,835,524.43

Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: June 14, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Appointments and Reappointment to various Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION:

The proposed Appointments and Reappointment be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Mayor of the City of Bloomington has nominated, and asks your concurrence in the appointments and re-appointments of:

John M. Scott Commission: Kyana Wilkinson to the John M. Scott Healthcare Commission. Kyana's appointment is effective immediately with an expiration date of 4-30-24. Application is on file in the Administration Office.

Citizens' Beautification Commission: Joni Painter to the Citizens' Beautification Commission. Joni's appointment is effective immediately with an expiration date of 4-30-24. Application is on file in the Administration Office.

Technology Commission: Jennifer Brown to the Technology Commission. Jennifer's re-appointment is effective immediately with an expiration date of 4-30-24. Application is on file in the Administration Office.

Technology Commission: Robert Davis to the Technology Commission. Robert's re-appointment is effective immediately with an expiration date of 4-30-24. Application is on file in the Administration Office.

Transportation Commission: Rickielee Benecke to the Transportation Commission. Rickielee's re-appointment is effective immediately with an expiration date of 4-30-24. Application is on file in the Administration Office.

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

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:



Billy Ryus, Deputy City Manager

6/9/2021



Tara Henry, Legislative Assistant

6/9/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- ADM 3B JMS Role and Terms Roster
- ADM 3C Citizens Beautification Roster
- ADM 3D Technology Comm
- ADM 3E Transportation Comm

John M. Scott Health Care Commission

JMS Role	First	Last	Term
Primary Health Care	Elaine	Hardy	04/30/2022
Behavioral Health Care	Feli	Sebastian	04/30/2023
Dental Health Care	Colton	Sylvester	04/30/2022
Underserved Populations	Karen	Schmidt	04/30/2024
2 nd Pres/Primary Health Care	Adam	Houghton	04/30/2024
5th Health Care - Optometry	Dr.	Crockett	04/30/2022
Grants	Judy	Neubrandner	04/30/2023
Underserved Populations/Behavioral Health	Angie	Chasensky	04/30/2023
Finance	Brad	Secord	04/30/2024
Underserved Health Care	Karen	Stipp	04/30/2023
Underserved Health Care	Willie/Kyana		04/30/2024

Bernie (04/30/2022) → Dr. Crockett (04/30/2022)

Swanson (04/30/2022) → Elaine Hardy (04/30/2022)

Willie (04/30/2021) → Willie/Kyana (04/30/2024)

Holly (04/30/2021) → Karen Schmidt (04/30/2024)

Sue (04/30/2021) → Brad Secord (04/30/2024)

Couillard (04/30/2021) → Adam Houghton (04/30/2024)

Citizens Beautification Committee

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		Sara	Kemp	04/30/24	2018	04/12/21
x	Chair	Robin	VanDermay	04/30/23	2014	04/30/20
x		Becky	Altic	04/30/23	2020	09/28/20
x		Daniel	Freburg	04/30/22	2018	04/22/19
x				04/30/21	2018	05/14/18
x		Michelle	Grasher	04/30/22	2019	09/09/19
x		Adriane	Powell	04/30/22	2018	04/22/19
x		Erica	Larkin	04/30/23	2013	04/30/20
x				04/30/21	2018	04/23/18
x		Cody	Hendricks	04/30/24	2020	03/22/21
x		Eric	Hansen	04/30/22	2020	04/13/20
				04/30/22	2020	07/13/20

Technology Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt
X		Eric	Fisher	04/30/22	09/09/19	2019
X				04/30/22	09/09/19	2019
X		Gary	Neumayer	04/30/22	09/09/19	2019
X		Jennifer	Brown	04/30/21	09/09/19	2019
X		Robert	Davis	04/30/21	09/09/19	2019
X		Jacob	Elterich	04/30/23	09/09/19	2019
X		Ravi	Duvvuri	04/30/23	09/09/19	2019
	COB Staff Person	Jamie	Mathy		09/09/19	2019

Transportation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		John	Corey	04/30/23	2019	04/27/20
x				04/30/21		04/23/18
x		Edward	Breitweiser	04/30/22	2019	08/12/19
x				04/30/21	2017	04/23/18
x				04/30/20	2019	04/22/19
X		Elicsha	Sanders	04/30/23	2020	04/27/20
x		Rickielee	Benecke	04/30/21	2019	09/09/19
	Staff	Phil	Allyn	Traffic Engineer		



CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: June 14, 2021

SPONSOR: Fire Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of (35) Motorola APX 8000 Starcom Multi-band Portable Radios through a joint purchase agreement, and the upgrade the firmware and software of APX 7000 radios, in the amount of \$287,730.87 from Motorola Solutions Inc., as requested by the Fire Department.

RECOMMENDED MOTION:

The proposed Purchase be approved.

STRATEGIC PLAN LINK:

- Goal 4. Strong Neighborhoods
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4a. Residents feeling safe in their homes and neighborhoods
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: The Fire Department is requesting to update all of the department's current Starcom radios and to purchase thirty-five (35) new Motorola APX 8000 All-Band Portable Radios from Motorola Solutions Inc. in the amount of \$287,730.87. The purchase will utilize the Illinois State master contract for Starcom 21 equipment, Contract # 17-448DOIT-TELEC-P-296 (exp. 5/31/2022). The City will realize a savings of forty-four percent (44%) utilizing the State contract.

In 2011, the Fire Department replaced the department's older portable radios. The department purchased seventy-one (71) Motorola XTS 1500 radios to provide a radio for each riding position on all apparatus (frontline and reserve) plus staff. In 2013, the Department started using the Starcom radio system for receiving and communicating with Bloomington Dispatch and allowing for communication with other agencies that were using the Starcom Radio system. The Motorola XTS 1500 are a VHF radio and would not work with the Starcom system. The Department decided that it would purchase only nineteen (19) radios for the following positions: officer on the fire apparatus, the lead paramedic on the ambulance, and staff members. All other personnel would continue to use the radios purchased in 2011. The purchased Starcom radios were a dual-band radio, allowing for communication on both the Starcom radio system and VHF system.

In 2019, Motorola no longer manufactured the XTS 1500 radio and notified all users that they would no longer make parts for those radios. In 2020, the City started having some of the XTS 1500 radios begin to fail. When sent in to be repaired, the City was notified that they no longer had the parts required to repair the radio and were using salvaged parts to repair the radios. Overtime, there were no salvaged parts to use to repair the XTS 1500 radios.

The Fire Department is requesting to purchase thirty-five (35) Motorola APX 8000 multi-band portable radios to replace the XTS 1500 radios. Included in this contract is the upgrade of the current Motorola APX 7000 Starcom radios, including a firmware and software update of these radios. The purchase will provide Starcom radios for the riding positions on all apparatus (frontline & reserve), staff members and two spares that can be used when other radios are out for repair.

The XTS 1500 radios that are still functioning will be retained for training or large incidents/disasters if needed. When the radio becomes inoperable, the Department will dispose of the radios in the appropriate manner. The XTS 1500 radios have an estimated value of less than \$1,000 and are no longer in the asset system.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved due to the critical nature of public safety communications. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the purchase of (35) Motorola APX 8000 Starcom Multi-band Portable Radios, and the upgrade the firmware and software of APX 7000 radios, in the amount of \$287,730.87 from Motorola Solutions will be paid out of the Capital Lease-Capital Outlay Office & Computer Equipment account (40110145-72120). Stakeholders can locate this in the FY 2022 Budget Book titled “Other Funds & Capital Improvement on pages 89 and 92. The budget for this item is \$290,000.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Eric West, Fire Chief

Reviewed by:

Eric C. West

Eric C. West, Fire Chief

5/24/2021



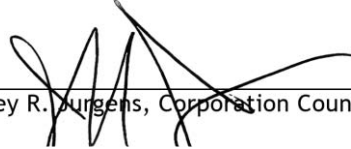
Carla Murillo, Procurement Manager

5/25/2021



Chris Tomerlin, Budget Manager

5/25/2021



Jeffrey R. Jurgens, Corporation Counsel

6/7/2021



Tara Henry, Legislative Assistant

6/9/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- Fire 1B Motorola Quote (APX8000 & Flash Upgrades)
- Fire 1C Starcom State Contract
- Fire 1D Starcom Contract Extension
- Fire 1E Portable Radio Limited Source Justification Form



Quote Number: QU0000523295

Effective: 20 MAY 2021

Effective To: 18 AUG 2021

Bill-To:

BLOOMINGTON, CITY OF
PO BOX 3157
BLOOMINGTON, IL 61702
United States

Ultimate Destination:

BLOOMINGTON, CITY OF
310 N LEE ST
BLOOMINGTON, IL 61701
United States

Attention:

Name: Eric West
Email: ewest@cityblm.org

Sales Contact:

Name: Jacob Fever
Email: jfever@clear-talk.com
Phone: 2178773242

Contract Number: 24302 - Starcom21, IL DIT7016660

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	35	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	\$3,322.06	\$116,272.10
1a	35	H38BS	ADD: SMARTZONE OPERATION	\$832.88	\$29,150.80
1b	35	Q361AN	ADD: P25 9600 BAUD TRUNKING	\$166.57	\$5,829.95
1c	35	QA00580AA	ADD: TDMA OPERATION	\$249.86	\$8,745.10
1d	35	H869BW	ENH: MULTIKEY	\$183.23	\$6,413.05
1e	35	QA07682AA	ADD: SMARTCONNECT	-	-
1f	35	QA09001AB	ADD: WIFI CAPABILITY	\$166.58	\$5,830.30
1g	35	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	-	-
1h	35	QA01427AG	ALT:APX 8000 HOUSING GREEN	\$13.88	\$485.80
1i	35	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	\$285.95	\$10,008.25
1j	35	HA00025AH	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE	\$459.00	\$16,065.00
1k	35	Q629AH	ENH: AES ENCRYPTION AND ADP	\$263.74	\$9,230.90
1l	35	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$2.78	\$97.30
1m	35	QA05509AA	DEL: DELETE UHF BAND	\$-584.00	\$-20,440.00
1n	35	QA02006AC	ENH: APX8000XE RUGGED RADIO	\$444.20	\$15,547.00
2	1	T7914A	RADIO MANAGEMENT ONLINE	-	-
2a	35	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	\$55.53	\$1,943.55
3	35	PMMN4107C	XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	\$305.39	\$10,688.65
4	6	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	\$763.47	\$4,580.82
5	9019	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$9,019.00
6	1	T7553A	DIGITAL SMARTZONE	-	-
6a	2	QA00580AB	ENH: TDMA OPERATION	\$287.62	\$575.24
6b	2	UA00083AA	ADD: SOFTWARE LICENSE ONLINE DELIVERY	-	-
6c	2	H869BX	ENH: MULTIKEY	\$210.99	\$421.98
7	1	T7553A	DIGITAL SMARTZONE	-	-
7a	14	QA00580AB	ENH: TDMA OPERATION	\$287.62	\$4,026.68
7b	14	UA00083AA	ADD: SOFTWARE LICENSE ONLINE DELIVERY	-	-

Item	Quantity	Nomenclature	Description	Your price	Extended Price
7c	14	H869BX	ENH: MULTIKEY	\$210.99	\$2,953.86
8	1	T7553A	DIGITAL SMARTZONE	-	-
8a	4	QA00580AB	ENH: TDMA OPERATION	\$287.62	\$1,150.48
8b	4	UA00083AA	ADD: SOFTWARE LICENSE ONLINE DELIVERY	-	-
8c	4	H869BX	ENH: MULTIKEY	\$211.00	\$844.00
9	1	T7562A	DIGITAL SMARTZONE	-	-
9a	17	GA00580AB	ENH: UPGRADE TO TDMA	\$287.62	\$4,889.54
9b	17	UA00083AA	ADD: SOFTWARE LICENSE ONLINE DELIVERY	-	-
9c	17	W969BJ	ENH: MULTI KEY OPERATION	\$210.99	\$3,586.83
10	1	T7562A	DIGITAL SMARTZONE	-	-
10a	1	GA00580AB	ENH: UPGRADE TO TDMA	\$287.62	\$287.62
10b	1	GA00631AB	ADD: DVRS MSU ACTIVATION APX MOBILE	\$159.91	\$159.91
10c	1	UA00083AA	ADD: SOFTWARE LICENSE ONLINE DELIVERY	-	-
10d	1	W969BJ	ENH: MULTI KEY OPERATION	\$211.00	\$211.00
11	1	T7562A	DIGITAL SMARTZONE	-	-
11a	1	GA00580AB	ENH: UPGRADE TO TDMA	\$287.62	\$287.62
11b	1	GA00631AB	ADD: DVRS MSU ACTIVATION APX MOBILE	\$159.91	\$159.91
11c	1	UA00083AA	ADD: SOFTWARE LICENSE ONLINE DELIVERY	-	-
11d	1	W969BJ	ENH: MULTI KEY OPERATION	\$211.00	\$211.00
12	1	T7562A	DIGITAL SMARTZONE	-	-
12a	11	GA00580AB	ENH: UPGRADE TO TDMA	\$287.62	\$3,163.82
12b	11	GA00631AB	ADD: DVRS MSU ACTIVATION APX MOBILE	\$159.91	\$1,759.01
12c	11	UA00083AA	ADD: SOFTWARE LICENSE ONLINE DELIVERY	-	-
12d	11	W969BJ	ENH: MULTI KEY OPERATION	\$211.00	\$2,321.00
13	1	T7697A	DIGITAL SMARTZONE	-	-
13a	5	GA00580AC	ENH: UPGRADE TO TDMA	\$287.62	\$1,438.10
13b	1	UA00083AA	ADD: SOFTWARE LICENSE ONLINE DELIVERY	-	-
13c	5	W969BL	ENH: MULTIKEY OPERATION	\$211.00	\$1,055.00
14	1	T7562A	DIGITAL SMARTZONE	-	-
14a	1	GA00580AB	ENH: UPGRADE TO TDMA	\$287.62	\$287.62
14b	1	UA00083AA	ADD: SOFTWARE LICENSE ONLINE DELIVERY	-	-
14c	1	W969BJ	ENH: MULTI KEY OPERATION	\$210.99	\$210.99
15	1	T7907A	9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	-	-
15a	1	H869CC	ENH: MULTIKEY	\$210.99	\$210.99
15b	1	QA00580AE	ENH: TDMA OPERATION	\$287.62	\$287.62
15c	1	UA00083AA	ADD: SOFTWARE LICENSE ONLINE DELIVERY	-	-
16	1	T7936A	APX UCM UPGRADE CD	\$31.93	\$31.93
16a	57	CA00182AR	ADD: AES ENCRYPTION SOFTWARE	\$351.47	\$20,033.79
17	8	DDN3115A	DVR RM-OTAP	\$335.93	\$2,687.44
18	9	DDN3119A	VRX1000 RM-OTAP	\$139.93	\$1,259.37
19	35	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	\$107.17	\$3,750.95

Total Quote in USD

\$287,730.87

- * This quote contains items with approved price exceptions applied against it
- * This quote contains items that reflect discounts from approved total Price Exception of (44.475%)

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

STATE OF ILLINOIS

CONTRACT

Department of Innovation and Technology
Statewide Master Contract for Starcom 21 Equipment
DIT7016660

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

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)

☒ No

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

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

STATE OF ILLINOIS

CONTRACT

Department of Innovation and Technology
Statewide Master Contract for Starcom 21 Equipment
DIT7016660

VENDOR

Vendor Name: Motorola Solutions, Inc.	Address: 500 West Monroe Street, Chicago, IL 60601
Signature: 	Phone: 312-725-6273
Printed Name: Ali Kapadia	Fax: N/A
Title: MSSSI Vice President	Email: ali.kapadia@motorolasolutions.com
Date: 5/25/17	

STATE OF ILLINOIS

Procuring Agency or University: Department of Innovation and Technology	Phone:
Street Address: 120 W. Jefferson Street	Fax:
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 5/31/17
Printed Name: Hardik V. Bhatt	
Official's Title: Secretary Designate	

AGENCY/UNIVERSITY USE ONLY
NOT PART OF CONTRACTUAL PROVISIONS
Agency or University Reference # 17-101666
Project Title Statewide Master Contract for Starcom21
Equipment
Contract # DIT7016660
Procurement Method (IFB, RFP, Small, etc): IFB
IPB Ref. # 22040612
IPB Publication Date: 04/11/2017
Award Code: A
Subcontractor Utilization? ☒ Yes ☐ No
Subcontractor Disclosure? ☐ Yes ☐ No
Funding Source
Obligation #
Small Business Set-Aside? ☐ Yes ☒ No
Minority Owned Business? ☐ Yes ☒ No Percentage
Female-Owned Business? ☐ Yes ☒ No Percentage
Persons With Disabilities Owned Business? ☐ Yes ☒ No Percentage
Other Preferences?

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1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. SUPPLIES AND/OR SERVICES REQUIRED:** The Department of Innovation and Technology (DoIT) is executing a Statewide, indefinite quantity, master contract for the purchase of Starcom21 compatible subscriber radio equipment and associated installation, extended warranty, parts, and accessories for state agencies, elected officials, boards and commissions utilizing the Starcom21 Network. DoIT intends that all State and other governmental units (including not-for-profit entities) authorized by law to participate in the Joint Purchasing Program may utilize this contract. This authority is governed by State's Standard Procurement Rules and the Governmental Joint Purchasing Act [30 ILCS 525].

Vendor shall provide Starcom21 subscriber equipment and services in Section 2.1 on an as needed, if needed basis.

1.1.1 Programming: All radio equipment purchased from this Contract shall include all technical support required to program and activate the radio(s) on the system and any training required to instruct end users in the proper operation of subscriber equipment. This shall include, but not be limited to, template and code plug development, radio programming, and any follow up technical support required, including but not limited to, interaction with the Starcom21 Network Manager, to activate and make all radios purchased from this contract fully operational on the Starcom21 Network.

1.1.2 Warranty: All radio equipment purchased from this Contract shall include a two (2) year parts and labor warranty. This warranty shall include all parts, labor, travel, and any other expenses associated with maintaining and/or repairing said equipment at the customer's location, anywhere within the geographical confines of the State of Illinois. This two (2) year warranty shall apply to the radio equipment and all accessories, including but not limited to chargers, speakers, microphones, speaker microphones, antennas, etc. Rechargeable batteries provided as a result of this Contract shall be covered by the standard manufacturer's warranty. These warranty terms shall take precedence over the standard manufacturer's warranty. Vendor shall not be held responsible for any failures resulting from misuse, negligence, physical damage, and other acts beyond the vendor's control as outlined further in the standard terms and conditions. However, the vendor shall be responsible if improper installation, misuse, negligence, physical damage, etc., results from the actions of the vendor or its subcontractor(s).

Vendor may be required to take the equipment back and refund the purchase price of the equipment, without adjustment for use, for failure to perform installation, maintenance, and repairs as described.

1.1.3 Installation: All mobile radios shall be available with or without installation as separate line items. All equipment purchased with installation shall be installed at the agency designated location, anywhere within the geographical confines of the State of Illinois. All expenses including service charges, materials, labor, and/or travel associated with the installation of said equipment shall be at the vendor's expense. All installation work shall be subject to inspection and acceptance by the customer before invoicing can be approved. Proper installation according to the customer's instructions and commonly accepted installation practices, including neatness

of appearance and performance to manufacturer's specifications, must all be met before acceptance will be given.

- 1.1.4 Service Centers: Vendor shall be strategically located so as to maintain all equipment on a statewide basis. A minimum of fourteen (14) service centers are required, however, more would be desirable. Service centers shall be located in or reasonably close to the following locations:

Rockford
Chicago (at least two (2) service centers)
Rock Island
Ottawa
Kankakee
Peoria
Quincy
Springfield
Champaign
Effingham
East Saint Louis
Mount Vernon
Marion

- 1.1.5 Maintenance: Mobile equipment shall be maintained Monday through Friday during normal business hours (8:00 AM through 4:30 PM unless otherwise approved by ISP-MACSS). The vendor shall respond to the site of the mobile equipment within one business day of notification. Vendor shall make every attempt possible to repair the equipment on-site and restore the equipment to full operating specifications. If repairs cannot be made on-site, the vendor shall obtain the customers approval before removing any equipment for further repair. In any event, mobile equipment shall be repaired and returned to full operating specifications within 7 business days of original notification.
- 1.1.6 Parts/Inventory: Vendor shall maintain an inventory of repair/replacement parts at each service center sufficient to affect repairs as outlined herein. Vendor shall furnish and maintain in proper working order, all necessary tools, measuring devices, electronic test equipment, service vehicles, etc., as required to perform warranty repairs as outlined herein.
- 1.1.7 Repairs: All repairs shall be made with genuine factory replacement parts. Vendor (and its subcontractors) shall affect repairs so as to restore defective equipment to its original condition within the manufacturer's published specifications. Vendor may not modify any equipment from its original condition except at the request of, or with the approval of, the customer.
- 1.1.8 Manuals: Each piece of equipment purchased from this contract shall be shipped with an operator's manual.
- 1.1.9 Measurements: All measurements required by any provisions of this contract shall be performed according to current Electronic Information Administration(EIA) standards.

All Orders placed, including invoices, under this Contract shall be between the State/JPP entity and Vendor, and not a subcontractor. Orders against this Contract will be made by the State using a State

approved form (e.g. Basic Ordering Agreement (BOA)) as the need arises. Other institutions entitled to use this contract will utilize their own individual purchase order. Orders written through and including the last day of the Contract shall be honored. Each individual order will have its own ship to/bill to information. Any Vendor terms and conditions on the Vendor's ordering document(s) shall not apply to the contract or any orders against it. For each order, the purchasing Agency or JPP entity shall be solely responsible for all payments or other applicable obligations or disputes that may arise related to the order. DoIT shall have no obligations or responsibilities related to orders placed by other Agencies or JPP entities. Nothing in this contract or elsewhere, including in any non-State approved forms, shall create any obligation to purchase, and make payments on, any products or services offered hereunder.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. Given the changing marketplace and the evolution of technology, the State, during any term of the contract, may review new and enhanced products, maintenance and support services, or equipment offered by Vendor that are within the scope of the contract and underlying procurement. In addition, if an item becomes discontinued or otherwise not available during any term, the vendor may propose to substitute an equivalent or better product. Prices and rates for any product or service offered may be revised downward from the contract price, but not upward. Similarly, discount schedules may be increased from the original contract, but not decreased. Any new technology the State takes advantage of must, at a minimum, replace a function or solution that the contract already covers.

All equipment provided through this Contract must be meet the requirements in Attachment A and b approved to operate on the Starcom21 network. The approval will be conducted with the review and approval of the State (the STARCOM21 Oversight Committee/Network Administrator). Only approved equipment will be eligible for inclusion in a contract between the Vendor and the State.

1.2. MILESTONES AND DELIVERABLES: N/A

1.3. VENDOR / STAFF SPECIFICATIONS: Only FCC licensed technicians or those possessing equivalent certification from Personal Communications Industry Association (PCIA) (formerly NABER) or another certifying body approved by the Illinois State Police Multi-Agency Communications Services Section (ISP-MACSS), shall perform installation and/or warranty repairs under this contract. Copies of such licenses/certifications shall be provided to the state upon request. The state reserves the right to require the vendor and/or its subcontractors to remove any service personnel which it deems careless, incompetent, insubordinate, or otherwise objectionable from the job.

The use of subcontractors will be permitted with the approval of ISP-MACSS. In addition to subcontractor(s) meeting the subcontracting requirements of Section 1.5, Vendor must notify ISP-MACSS of any proposed changes to the approved subcontractor list during the initial term of the contract and any renewal options.

Approval of subcontractors shall in no way relieve Vendor from responsibility for any of the requirements of this contract. All costs associated with the performance of any work, including travel, materials, parts, labor, subcontractors, etc., shall be the responsibility of Vendor.

1.4. TRANSPORTATION AND DELIVERY: Vendor shall deliver radio equipment to the customer after receipt of order (ARO) per table below.

Product Type	Model Description	Current Lead Time
Mobiles	APX1500, 4500, 6500, 8500	15
Portables	APX1000, 4000, 6000, 8000	15
Accessories	Accessory Equipment	15
Parts	Parts Equipment	15

Items purchased from this contract shall be delivered to any location within the State of Illinois. All equipment shall be shipped at the vendor's expense (FOB Destination). Delivery locations will be identified on individual orders.

Each carton shall have the appropriate agency name and address printed on the shipping label on the outside of the box. In addition, the shipping label shall include the contract release order number and the model and serial number of the equipment enclosed. Inside the box, the vendor shall enclose a copy of the frequency (and other) information programmed into the radio at the factory

1.5. SUBCONTRACTING:

Subcontractors are allowed only for installation and maintenance.

1.5.1. Will subcontractors be utilized? ☐ Yes ☒ No

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

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

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

- Subcontractor Name: Click here to enter text

Amount to Be Paid: Click here to enter text

Address: Click here to enter text

Description of Work: Click here to enter text

- Subcontractor Name: Click here to enter text

Amount to Be Paid: Click here to enter text

Address: Click here to enter text

Description of Work: Click here to enter text

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

1.5.3. For the subcontractors identified above, the Vendor must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.

1.5.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

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

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

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

- Location where services will be performed: Motorola Servicers' Location and Motorola Repair Depot. Repairs for certain products may be performed in Mexico.

Value of services performed at this location: To be determined based on each order.

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor's pricing in the format shown below, is based on the terms and conditions set forth in section 1 of this Contract.

PRICING TABLE
Group 1 – Group 14

Equipment Detail	Product Brand & Model Number	MSRP (Unit Price)	Percentage Discount off MSRP
Group 1 Primary (Lines #001 – #003)			
<u>Line #001:</u> 700/800 MHz Portable, Basic, Minimum of 48 Modes/3 Zones, Analog and P25 Digital Trunking	APX1000 Model 2 H92UCF9PW6_N + H885K 3 Year Sfs Warranty	\$3,238.25	27%
<u>Line #002:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #001.	Q887 and SVC03SVC0102D	\$132	0%
<u>Line #003:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #001.	Options, Parts, and Accessories for all APX1000 Models		27%

Group 1 Secondary (Lines #001 – #003)			
<u>Line #001:</u> 700/800 MHz Portable, Basic, Minimum of 48 Modes/3 Zones, Analog and P25 Digital Trunking	APX1000 Model 3 H92UCH9PW7_N + H885K 3 Year Sfs Warranty	\$3,444.25	27%
<u>Line #002:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #001.	Q887 and SVC03SVC0102D	\$132	0%
<u>Line #003:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #001.	Options, Parts, and Accessories for all APX1000 Models		27%

Group 2 Primary (Lines #004 – #006)			
<u>Line #004:</u> 700/800 MHz Portable, Mid-Tier, Minimum of 96 Modes/6 Zones, Analog and P25 Digital Trunking	APX4000 Model 2 H51UCF9PW6_N + H885K 3 Year Sfs Warranty	\$4,104.25	27%
<u>Line #005:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #004.	Q887 and SVC03SVC0102D	\$132	0%

Equipment Detail	Product Brand & Model Number	MSRP (Unit Price)	Percentage Discount off MSRP
<u>Line #006:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #004.	Options, Parts, and Accessories for all APX4000 Models		27%

Group 2 Secondary (Lines #004 – #006)			
<u>Line #004:</u> 700/800 MHz Portable, Mid-Tier, Minimum of 96 Modes/6 Zones, Analog and P25 Digital Trunking	APX4000 Model 3 H51UCH9PW7_N + H885K 3 Year Sfs Warranty	\$4,533.25	27%
<u>Line #005:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #004.	Q887 and SVC03SVC0102D	\$132	0%
<u>Line #006:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #004.	Options, Parts, and Accessories for all APX4000 Models		27%

Group 3 Primary (Lines #007 – #009)			
<u>Line #007:</u> 700/800 MHz Portable, High-Tier, Minimum of 1,000 Modes/48 Zones, Analog and P25 Digital Trunking	APX6000 7/800 MHz Model 1.5 H98UCD9PW5_N + H885K 3 Year Sfs Warranty	\$5,423.50	27%
<u>Line #008:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #007.	Q887 and SVC03SVC0102D	\$132	0%
<u>Line #009:</u> Catalog Discount for all Options, Parts and accessories for Line #007.	Options, Parts, and Accessories for all APX6000 Models		27%

Group 3 Secondary (Lines #007 – #009)			
<u>Line #007:</u> 700/800 MHz Portable, High-Tier, Minimum of 1,000 Modes/48 Zones, Analog and P25 Digital Trunking	APX6000 7/800 MHz Model 2.5 H98UCF9PW6_N + H885K 3 Year Sfs Warranty	\$5,744.50	27%
<u>Line #008:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #007.	Q887 and SVC03SVC0102D	\$132	0%
<u>Line #009:</u> Catalog Discount for all Options, Parts and accessories for Line #007.	Options, Parts, and Accessories for all APX6000 Models		27%

Equipment Detail	Product Brand & Model Number	MSRP (Unit Price)	Percentage Discount off MSRP
Group 3 Third (Lines #007 – #009)			
<u>Line #007:</u> 700/800 MHz Portable, High-Tier, Minimum of 1,000 Modes/48 Zones, Analog and P25 Digital Trunking	APX6000 7/800 MHz Model 3.5 H98UCH9PW7_N + H885K 3 Year Sfs Warranty	\$6,163.50	27%
<u>Line #008:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #007.	Q887 and SVC03SVC0102D	\$132	0%
<u>Line #009:</u> Catalog Discount for all Options, Parts and accessories for Line #007.	Options, Parts, and Accessories for all APX6000 Models		27%

Group 3 Fourth (Lines #007 – #009)			
<u>Line #007:</u> 700/800 MHz Portable, High-Tier, Minimum of 1,000 Modes/48 Zones, Analog and P25 Digital Trunking	APX6000XE 7/800 MHz Model 1.5 H98UCD9PW5_N + H885K 3 Year Sfs Warranty	\$6,223.50	27%
<u>Line #008:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #007.	Q887 and SVC03SVC0102D	\$132	0%
<u>Line #009:</u> Catalog Discount for all Options, Parts and accessories for Line #007.	Options, Parts, and Accessories for all APX6000 Models		27%

Group 3 Fifth (Lines #007 – #009)			
<u>Line #007:</u> 700/800 MHz Portable, High-Tier, Minimum of 1,000 Modes/48 Zones, Analog and P25 Digital Trunking	APX6000XE 7/800 MHz Model 2.5 H98UCF9PW6_N + H885K 3 Year Sfs Warranty	\$6,544.50	27%
<u>Line #008:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #007.	Q887 and SVC03SVC0102D	\$132	0%
<u>Line #009:</u> Catalog Discount for all Options, Parts and accessories for Line #007.	Options, Parts, and Accessories for all APX6000 Models		27%

Group 3 Sixth (Lines #007 – #009)			
<u>Line #007:</u> 700/800 MHz Portable, High-Tier, Minimum of 1,000 Modes/48 Zones, Analog and P25 Digital Trunking	APX6000XE 7/800 MHz Model 3.5 H98UCH9PW7_N + H885K 3 Year Sfs Warranty	\$6,963.50	27%

Equipment Detail	Product Brand & Model Number	MSRP (Unit Price)	Percentage Discount off MSRP
<u>Line #008:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #007.	Q887 and SVC03SVC0102D	\$132	0%
<u>Line #009:</u> Catalog Discount for all Options, Parts and accessories for Line #007.	Options, Parts, and Accessories for all APX6000 Models		27%

Group 4 Primary (Lines #010 – #012)			
<u>Line #010:</u> Dual Band VHF & 700/800 MHz Portable, High-Tier, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking	APX8000 VHF & 7/800 MHz Model 1.5 Dual Band Portable H91TGD9PW5_N + H885K 3 Year Sfs Warranty	\$7,922.50	27%
<u>Line #011:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #010.	Q887 and SVC03SVC0102D	\$163	0%
<u>Line #012:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #010.	Options, Parts, and Accessories for all APX8000 Models		27%

Group 4 Secondary (Lines #010 – #012)			
<u>Line #010:</u> Dual Band VHF & 700/800 MHz Portable, High-Tier, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking	APX8000 VHF & 7/800 MHz Model 2.5 Dual Band Portable H91TGD9PW6_N + H885K 3 Year Sfs Warranty	\$8,128.50	27%
<u>Line #011:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #010.	Q887 and SVC03SVC0102D	\$163	0%
<u>Line #012:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #010.	Options, Parts, and Accessories for all APX8000 Models	\$500	27%

Group 4 Third (Lines #010 – #012)			
<u>Line #010:</u> Dual Band VHF & 700/800 MHz Portable, High-Tier, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking	APX8000 VHF & 7/800 MHz Model 3.5 Dual Band Portable H91TGD9PW7_N + H885K 3 Year Sfs Warranty	\$8,437.50	27%
<u>Line #011:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total	Q887 and SVC03SVC0102D	\$163	0%

Equipment Detail	Product Brand & Model Number	MSRP (Unit Price)	Percentage Discount off MSRP
of five years for Line #010.			
<u>Line #012:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #010.	Options, Parts, and Accessories for all APX8000 Models		27%

Group 4 Fourth (Lines #010 – #012)			
<u>Line #010:</u> Dual Band VHF & 700/800 MHz Portable, High-Tier, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking	APX8000XE VHF & 7/800 MHz Model 1.5 Dual Band Portable H91TGD9PW5_N + H885K 3 Year Sfs Warranty	\$8,722.50	27%
<u>Line #011:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #010.	Q887 and SVC03SVC0102D	\$163	0%
<u>Line #012:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #010.	Options, Parts, and Accessories for all APX8000 Models		27%

Group 4 Fifth (Lines #010 – #012)			
<u>Line #010:</u> Dual Band VHF & 700/800 MHz Portable, High-Tier, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking	APX8000XE VHF & 7/800 MHz Model 2.5 Dual Band Portable H91TGD9PW6_N + H885K 3 Year Sfs Warranty	\$8,928.50	27%
<u>Line #011:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #010.	Q887 and SVC03SVC0102D	\$163	0%
<u>Line #012:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #010.	Options, Parts, and Accessories for all APX8000 Models		27%

Group 4 Sixth (Lines #010 – #012)			
<u>Line #010:</u> Dual Band VHF & 700/800 MHz Portable, High-Tier, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking	APX8000XE VHF & 7/800 MHz Model 3.5 Dual Band Portable H91TGD9PW7_N + H885K 3 Year Sfs Warranty	\$9,237.50	27%
<u>Line #011:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #010.	Q887 and SVC03SVC0102D	\$163	0%
<u>Line #012:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #010.	Options, Parts, and Accessories for all APX8000 Models	\$500	27%

Equipment Detail	Product Brand & Model Number	MSRP (Unit Price)	Percentage Discount off MSRP

Group 5 Primary (Lines #013 – #015)			
<u>Line #013:</u> Dual Band UHF & 700/800 MHz Portable, High-Tier, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking	APX8000 UHF & 7/800 MHz Model 1.5 Dual Band Portable H91TGD9PW5_N + H885K 3 Year SfS Warranty	\$7,922.50	27%
<u>Line #014:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #013.	Q887 and SVC03SVC0102D	\$163	0%
<u>Line #015:</u> Catalog Discount for all Options, Parts and accessories for Line #013.	Options, Parts, and Accessories for all APX8000 Models		27%

Group 5 Secondary (Lines #013 – #015)			
<u>Line #013:</u> Dual Band UHF & 700/800 MHz Portable, High-Tier, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking	APX8000 UHF & 7/800 MHz Model 2.5 Dual Band Portable H91TGD9PW6_N + H885K 3 Year SfS Warranty	\$8,128.50	27%
<u>Line #014:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #013.	Q887 and SVC03SVC0102D	\$163	0%
<u>Line #015:</u> Catalog Discount for all Options, Parts and accessories for Line #013.	Options, Parts, and Accessories for all APX8000 Models		27%

Group 5 Third (Lines #013 – #015)			
<u>Line #013:</u> Dual Band UHF & 700/800 MHz Portable, High-Tier, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking	APX8000 UHF & 7/800 MHz Model 3.5 Dual Band Portable H91TGD9PW7_N + H885K 3 Year SfS Warranty	\$8,437.50	27%
<u>Line #014:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #013.	Q887 and SVC03SVC0102D	\$163	0%
<u>Line #015:</u> Catalog Discount for all Options, Parts and accessories for Line #013.	Options, Parts, and Accessories for all APX8000 Models		27%

Equipment Detail	Product Brand & Model Number	MSRP (Unit Price)	Percentage Discount off MSRP
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Group 5 Fourth (Lines #013 – #015)			
<u>Line #013:</u> Dual Band UHF & 700/800 MHz Portable, High-Tier, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking	APX8000XE UHF & 7/800 MHz Model 1.5 Dual Band Portable H91TGD9PW5_N + H885K 3 Year Sfs Warranty	\$8,722.50	27%
<u>Line #014:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #013.	Q887 and SVC03SVC0102D	\$163	0%
<u>Line #015:</u> Catalog Discount for all Options, Parts and accessories for Line #013.	Options, Parts, and Accessories for all APX8000 Models		27%

Group 5 Fifth (Lines #013 – #015)			
<u>Line #013:</u> Dual Band UHF & 700/800 MHz Portable, High-Tier, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking	APX8000XE UHF & 7/800 MHz Model 2.5 Dual Band Portable H91TGD9PW6_N + H885K 3 Year Sfs Warranty	\$8,928.50	27%
<u>Line #014:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #013.	Q887 and SVC03SVC0102D	\$163	0%
<u>Line #015:</u> Catalog Discount for all Options, Parts and accessories for Line #013.	Options, Parts, and Accessories for all APX8000 Models		27%

Group 5 Sixth (Lines #013 – #015)			
<u>Line #013:</u> Dual Band UHF & 700/800 MHz Portable, High-Tier, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking	APX8000XE UHF & 7/800 MHz Model 3.5 Dual Band Portable H91TGD9PW7_N + H885K 3 Year Sfs Warranty	\$9,237.50	27%
<u>Line #014:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #013.	Q887 and SVC03SVC0102D	\$163	0%
<u>Line #015:</u> Catalog Discount for all Options, Parts and accessories for Line #013.	Options, Parts, and Accessories for all APX8000 Models		27%

Equipment Detail	Product Brand & Model Number	MSRP (Unit Price)	Percentage Discount off MSRP
Group 6 (Lines #016 – #019)			
<u>Line #016:</u> 700/800 MHz Mobile, Basic, Dash Mount, Minimum of 48 Modes/3 Zones, Analog and P25 Digital Trunking	APX1500 Model 02 M36URS9PW1_N + G24 3 Year SfS Warranty	\$3,690.00	27%
<u>Line #017:</u> Installation cost per unit to install Line #016.	SVC03SVC0124D	\$274.32	0%
<u>Line #018:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #016	GA00318 And SVC03SVC0102D	\$185	0%
<u>Line #019:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #016.	Options, Parts and Accessories for APX1500 Basic Dash Mount		27%

Group 7 Dash Mount (Lines #020 – #023)			
<u>Line #020:</u> 700/800 MHz Mobile, Mid-Tier, Dash Mount/Remote Mount, Minimum of 870 Modes/16 Zones, Analog and P25 Digital Trunking	APX4500 Model 02 M22URS9PW1_N Dash Mount + G24 3 Year SfS Warranty	\$3,890.00	27%
<u>Line #021:</u> Installation cost per unit to install Line #020.	SVC03SVC0124D	\$374.32	0%
<u>Line #022:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #020.	GA00318 And SVC03SVC0102D	\$185	0%
<u>Line #023:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #020.	Options, Parts and Accessories for APX4500 Mid Tier Dash/Remote Mount		27%

Group 7 Remote Mount (Lines #020 – #023)			
<u>Line #020:</u> 700/800 MHz Mobile, Mid-Tier, Dash Mount/Remote Mount, Minimum of 870 Modes/16 Zones, Analog and P25 Digital Trunking	APX4500 Model 02 M22URS9PW1_N Remote Mount + G24 3 Year SfS Warranty	\$4,062.00	27%
<u>Line #021:</u> Installation cost per unit to install Line #020.	SVC03SVC0124D	\$374.32	0%
<u>Line #022:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #020.	GA00318 And SVC03SVC0102D	\$185	0%
<u>Line #023:</u> MSRP Percentage Discount for all Options,	Options, Parts and Accessories for APX4500 Mid		27%

Equipment Detail	Product Brand & Model Number	MSRP (Unit Price)	Percentage Discount off MSRP
Parts and accessories for Line #020.	Tier Dash/Remote Mount		

Group 8 (Lines #024 – #027)			
<u>Line #024:</u> 700/800 MHz Mobile, High Tier, Remote Mount, Minimum of 1,000 Modes/48 Zones, Analog and P25 Digital Trunking	APX6500 Model 05 M25URS9PW1_N + G24 3 Year Sfs Warranty	\$5,621.00	27%
<u>Line #025:</u> Installation cost per unit to install Line #024.	SVC03SVC0124D	\$374.32	0%
<u>Line #026:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #024.	GA00318 And SVC03SVC0102D	\$185	0%
<u>Line #027:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #024.	Options, Parts and Accessories for APX6500 High Tier Remote Mount		27%

Group 9 (Lines #028 – #031)			
<u>Line #028:</u> Dual Band VHF & 700/800 MHz Mobile, High-Tier, Remote Mount, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking	APX8500 Model 05 M37TSS9PW1_N + G78 3 Year Sfs Warranty	\$7,864.00	27%
<u>Line #029:</u> Installation cost per unit to install Line #028.	SVC03SVC0124D	\$374.32	0%
<u>Line #030:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #028.	GA00318 And SVC03SVC0102D	\$173	0%
<u>Line #031:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #028.	Options, Parts and Accessories for APX8500 High Tier Remote Mount		27%

Group 10 (Lines #032 – #035)			
<u>Line #032:</u> Dual Band UHF & 700/800 MHz Mobile, High-Tier, Remote Mount, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking	APX8500 Model 05 M37TSS9PW1_N + G78 3 Year Sfs Warranty	\$7,864.00	27%
<u>Line #033:</u> Installation cost per unit to install Line #032.	SVC03SVC0124D	\$374.32	0%
<u>Line #034:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #032.	GA00318 And SVC03SVC0102D	\$173	0%

Equipment Detail	Product Brand & Model Number	MSRP (Unit Price)	Percentage Discount off MSRP
<u>Line #035:</u> MSRP Percentage Discount for all Options, Parts and accessories Line #032.	Options, Parts and Accessories for APX8500 High Tier Remote Mount		27%

Group 11 (Lines #036 – #039)			
<u>Line #036:</u> VHF High Band Vehicular Repeater, Remote Mount, Single Channel, Analog and P25 Digital	VRX1000 standard 1 Year warranty	\$6,105.00	27%
<u>Line #037:</u> Installation cost per unit to install Line #036.	SVC03SVC0124D	\$374.32	0%
<u>Line #038:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #036.	TT05959AA	\$113	0%
<u>Line #039:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #036.	Options, Parts and Accessories for VRX1000		27%

Group 12 Primary (Lines #040 - #042)			
<u>Line #040:</u> Multi Band VHF, UHF & 700/800 MHz Portable, Minimum of 2608 Modes/175 Zones, Analog and P25 Digital Conventional & Trunking	APX8000 VHF,UHF & 7/800 MHz Model 1.5 ALL Band Portable H91TGD9PW5_N + H885K 3 Year Sfs Warranty	\$8,722.50	27%
<u>Line #041:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #040.	Q887 And SVC03SVC0102D	\$163	0%
<u>Line #042:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #040.	Options, Parts, and Accessories for all APX8000 Models		27%

Group 12 Secondary (Lines #040 - #042)			
<u>Line #040:</u> Multi Band VHF, UHF & 700/800 MHz Portable, Minimum of 2608 Modes/175 Zones, Analog and P25 Digital Conventional & Trunking	APX8000 VHF,UHF, & 7/800 MHz Model 2.5 ALL Band Portable H91TGD9PW6_N + H885K 3 Year Sfs Warranty	\$8,928.50	27%

Equipment Detail	Product Brand & Model Number	MSRP (Unit Price)	Percentage Discount off MSRP
<u>Line #041:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #040.	Q887 And SVC03SVC0102D	\$163	0%
<u>Line #042:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #040.	Options, Parts, and Accessories for all APX8000 Models	\$500	27%

Group 12 Third (Lines #040 - #042)

<u>Line #040:</u> Multi Band VHF, UHF & 700/800 MHz Portable, Minimum of 2608 Modes/175 Zones, Analog and P25 Digital Conventional & Trunking	APX8000 VHF,UHF, & 7/800 MHz Model 3.5 ALL Band Portable H91TGD9PW7_N + H885K 3 Year Sfs Warranty	\$9,237.50	27%
<u>Line #041:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #040.	Q887 And SVC03SVC0102D	\$163	0%
<u>Line #042:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #040.	Options, Parts, and Accessories for all APX8000 Models		27%

Group 12 Fourth (Lines #040 - #042)

<u>Line #040:</u> Multi Band VHF, UHF & 700/800 MHz Portable, Minimum of 2608 Modes/175 Zones, Analog and P25 Digital Conventional & Trunking	APX8000XE VHF,UHF & 7/800 MHz Model 1.5 ALL Band Portable H91TGD9PW5_N + H885K 3 Year Sfs Warranty	\$9,522.50	27%
<u>Line #041:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #040.	Q887 And SVC03SVC0102D	\$163	0%
<u>Line #042:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #040.	Options, Parts, and Accessories for all APX8000 Models		27%

Group 12 Fifth (Lines #040 - #042)

<u>Line #040:</u> Multi Band VHF, UHF & 700/800 MHz Portable, Minimum of 2608 Modes/175 Zones, Analog and P25 Digital Conventional & Trunking	APX8000XE VHF,UHF, & 7/800 MHz Model 2.5 ALL Band Portable H91TGD9PW6_N + H885K 3 Year Sfs Warranty	\$9,728.50	27%
<u>Line #041:</u> Extended warranty - will extend mandatory	Q887	\$163	0%

Equipment Detail	Product Brand & Model Number	MSRP (Unit Price)	Percentage Discount off MSRP
two year parts and labor warranty to a total of five years for Line #040.	And SVC03SVC0102D		
<u>Line #042:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #040.	Options, Parts, and Accessories for all APX8000 Models		27%

Group 12 Sixth (Lines #040 - #042)			
<u>Line #040:</u> Multi Band VHF, UHF & 700/800 MHz Portable, Minimum of 2608 Modes/175 Zones, Analog and P25 Digital Conventional & Trunking	APX8000XE VHF,UHF, & 7/800 MHz Model 3.5 ALL Band Portable H91TGD9PW7_N + H885K 3 Year Sfs Warranty	\$10,037.50	27%
<u>Line #041:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #040.	Q887 And SVC03SVC0102D	\$163	0%
	Options, Parts, and Accessories for all APX8000 Models		27%

Group 13 (Lines #043 – #046)			
<u>Line #043:</u> Multi Band VHF, UHF & 700/800 MHz Mobile, Minimum of 2608 Modes/175 Zones, Analog and P25 Digital Conventional & Trunking	APX8500 Model 05 M37TSS9PW1_N + G78 3 Year Sfs Warranty	\$8,664.00	27%
<u>Line #044:</u> Installation cost per unit to install Line #043.	SVC03SVC0124D	\$374.32	0%
<u>Line #045:</u> Extended warranty - will extend mandatory two year parts and labor warranty to a total of five years for Line #043.	GA00318 And SVC03SVC0102D	\$173	0%
<u>Line #046:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #043.	Options, Parts and Accessories for APX8500 High Tier Remote Mount		27 %

Equipment Detail	Product Brand & Model Number	MSRP (Unit Price)	Percentage Discount off MSRP
Group 14 (Lines #047 – #048)			
<u>Line #047:</u> Commercial & Public Safety LTE Handheld for Starcom21 WAVE Applications	LexL10G	\$1,478.00	27%
<u>Line #048:</u> MSRP Percentage Discount for all Options, Parts and accessories for Line #047.	Options, Parts and Accessories for Commercial & Public Safety LTE Handheld for Starcom21 WAVE Applications		27%

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

2.3 EXPENSES ALLOWED: Expenses are not allowed.

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

2.5 VENDOR'S PRICING:

2.4.1 Vendor's Price for the Initial Term: See Pricing Table in Section 2.1.

2.4.2 Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1 Agency/University Formula for Determining Renewal Compensation: Pricing Table in Section 2.1.

2.4.2.2 Vendor's Price for Renewal(s): Pricing Table in Section 2.1.

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

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term from date of execution or June 1, 2017, whichever is later for two (2) years.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

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

3.2 RENEWAL:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of three (3) years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

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

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

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

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

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

- 3.5 OTHER TERMINATION:** The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7.

- 3.6 SUSPENSION:** The State may suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7.

- 3.7 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or CMS reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and CMS' election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated. Nothing herein shall be deemed a waiver or limitation of Vendor's right to seek payment for any unpaid amount via the Illinois Court of Claims.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

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

Vendor shall invoice on a per order basis. Send invoices to:

Agency/University:	Bill To on each order
Attn:	Bill To on each order

Address:	Bill To on each order
City, State Zip	Bill To on each order

- 4.2 ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65. Unless otherwise required by law or a court order, Vendor will not disclose any confidential proprietary information such as employment records and cost data.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. "Confidential Information" means any information that is clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 USE AND OWNERSHIP:** The work performed by Vendor shall not be deemed "work for hire". All intellectual property developed, originated, or prepared by Vendor in connection with providing to the State the equipment, software, or related services remain vested exclusively in Vendor, and this contract does not grant to the State any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Vendor does not grant to the State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Vendor's intellectual property. All Confidential Information provided by the State shall at all times be and remain the property of the State.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, and employees from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications and warranties; (b) any actual or alleged death or injury to any person, or direct damage to any tangible property claimed to result in whole or in part from Vendor's negligent performance under the contract; (c) any willful misconduct or negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) an Infringement Claim subject to Section 6 (Infringement Claim Indemnification) of Vendor's Supplemental Provisions. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide after contract execution and at policy renewal during the term of the contract a Certificate of Insurance including the State as additional insured with respect to the general and automobile liability insurance.

Insurance may not be modified or canceled until at least 30 days' notice has been provided to the State by the Vendor. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract. In its use of the of the Equipment provided pursuant to this contract, the State shall obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the equipment before the scheduled installation of the equipment. Although Vendor might assist the State in the preparation of its FCC license applications, neither Vendor nor any of its employees is an agent or representative of the State in FCC or others matters.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents performing services on State owned, leased or controlled property. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check. The background checks shall be in compliance with all federal laws. The State further agrees as follows:
- Use of the information collected will be for the specific purpose of facilitating a background check;
 - All information collected will be treated as confidential;
 - The State will limit access to the information received and will properly store it in a reasonably secure manner;
 - The State will promptly dispose In an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and

State must provide notice and consent forms. Vendor's and subcontractors officers, employees or agents performing services on State owned, leased or controlled property not consenting shall be reassigned.

- 4.16 APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

- 4.22 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use as public safety radio communications equipment; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) conform to Vendor's published specifications as public safety radio communications equipment. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 4.24.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 4.24.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 4.26 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
- 4.27. SUPPLEMENTAL TERMS:** Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:
- 4.27.1 The procuring Agency and the State do not waive sovereign immunity;

- 4.27.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;
- 4.27.3 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.
- 4.27.4 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);
- 4.27.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract and Section 6 of Attachment B; and
- 4.27.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract and Section 7 of Attachment B.

5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

- ☒ Agency/University Definitions
- Mobile equipment shall be defined as under dash and trunk mount mobile radios, vehicular repeaters, portable radios, and all associated accessories, including but not limited to, mobile antennas, batteries, chargers, power amplifiers, etc.
 - Maintain/maintenance shall be defined as the inspection, adjustment, alignment, and replacement of defective parts and/or accessories so as to return defective equipment to original manufacturer's specifications and prevent failure due to mechanical, electrical, and electronic defects.
 - Customer shall be defined as the state agency, board, commission, elected official, college, university, etc., purchasing from this contract.
- ☐ Required Federal Clauses, Certifications and Assurances
- ☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
- ☐ Agency/University Specific Terms and Conditions
- ☐ Other (describe)

5.2. VENDOR SUPPLEMENTAL PROVISIONS

- ☒ Attachment A – Radio Requirements
- ☒ Attachment B – Supplemental Terms and Conditions
- ☒ Attachment C – Software License Agreement

6. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

6.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

6.2 Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

6.3 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

6.4 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

- 6.5 Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.
- 6.6 To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 6.7 Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 6.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 6.9 If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 6.10 Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012).
- 6.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 6.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.

- 6.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 6.14 Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
- 6.15 Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 6.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 6.17 Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.
- 6.18 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 6.19 Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 6.20 Drug Free Workplace
- 6.20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 6.20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 6.21 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 6.22 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.

- 6.23 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.24 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 6.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 6.26 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- 6.27 Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 6.28 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 6.29 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 6.30 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

6.31 Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

6.32 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. ☐ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. ☒ Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

6.33 Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

Attachment A

Radio Requirements

Mandatory Radio General Requirements

All radios must meet the following general requirements:

All radios must be FCC Type Accepted.

All radios must be certified as P25 compliant by an accredited independent laboratory.

All radios must be PC programmable and provide security measures which prohibit unauthorized duplication and/or alteration of the radios programming.

All radios shall include a transmitter time out timer that is adjustable from 30 seconds to 3 minutes.

All radios must meet Military Standards 810 C, D, E, F.

All radios must have a front or top mounted LCD display which displays channel nomenclature, battery status, etc.

Vendor agrees to provide equipment for State inspection and approval as required in this Contract.

All radios must have sufficient channel capacity to facilitate, at a minimum, programming the alternate (abbreviated) Illinois Terrorism Task Force (ITTF) Interoperable Template in addition to the customers operating zones and talk groups in accordance with the state's Tactical Interoperable Communications Plan (TICP) and Statewide Communications Interoperable Plan (SCIP).

Mandatory Radio Technical Requirements

M-9	Group 1 (Line Items #001 - #003) Line #001 700/800 MHz Portable, Basic, Minimum of 48 Modes/3 Zones, Analog and P25 Digital Trunking 1. General A. Frequency Band: 700/800 MHz B. Channel Capacity: minimum of 48 channels (talk groups) divided into 3 zones or modes C. Frequency Stability: +/- .0002% transmit and receive D. Scan: Dual priority, multiple zone, scan which allows the operator to select priority 1 and 2 and edit scan list E. Power Source: Rechargeable Ni-CD or Ni-MH battery providing 8 hours of battery life @ 5-5-90 duty cycle. Two high capacity batteries of at least 1500 mAH shall be supplied with each radio. F. Multi-mode Operation: Unit shall be supplied capable of and equipped for both analog and P25 digital trunking operation by channel. 2. Transmitter (measured in analog mode unless specified otherwise) A. Frequency Range: must do the entire 700 & 800 MHz frequency bands B. RF Output Power: 1-2.5 watts in 700 MHz, 1-3 watts in 800 MHz C. Maximum Frequency Separation: full bandsplit D. Channel Spacing: 12.5, 20, 25 kHz E. Modulation Limiting: 2.5 kHz on 12.5 kHz channels, 4.0 kHz on NPSPAC channels, 5.0 kHz on 25 kHz channels F. Emissions (Conducted & Radiated): -75 dBc G. Audio Response: +1, -3 dB H. FM Hum & Noise Ratio: -40dB @ 12.5 kHz, -43 dB @ 25 kHz I. Audio Distortion: 2% 3. Receiver (measured in analog mode unless specified otherwise) A. Frequency Range: must do the entire 700 & 800 MHz frequency bands B. Channel Spacing: 12.5 kHz, 20 kHz, 25 kHz C. Maximum Frequency Separation: full bandsplit D. Audio Output: 500 mW E. Frequency Stability: .0002% F. Sensitivity: analog - .25 microvolts @ 12 dB SINAD, digital - .25 microvolts @ 5% BER G. Selectivity: -63 dB on 12.5 kHz channels, -72 dB on 25 kHz channels H. Intermodulation: -74 dB I. Spurious Rejection: -75 dB J. FM Hum & Noise Ratio: -40 dB @ 12.5 kHz, -47 dB @ 25 kHz K. Audio Distortion: 2.5% 4. Controls and Accessories A. On/off variable volume B. Channel select C. Scan on/off D. Push-to-talk E. Adjustable squelch (internally adjustable is acceptable as long as a momentary button is provided externally)
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	F. Transmit and battery status indicators G. Each radio must be supplied with a single unit, rapid rate, 120 VAC desktop charger H. Each radio must be supplied with a swivel leather holster I. Each radio must be supplied capable of operation with or without a remote speaker-microphone that will provide push-to-talk, transmit audio, receive audio, and an earphone jack J. Each radio must be supplied with appropriate dual band helical antenna K. Emergency button Line #002 Vendor shall provide the option to extend the mandatory two year parts and labor warranty contained in M-25 to a total of five years for Line #001. Line #003 Vendor shall provide percentage discount off manufacturer's most recent published user price list for all options, parts and accessories for Line #001.
M-10	Group 2 (Line Items #004 - #006) Line #004 700/800 MHz, Portable, Mid-Tier, Minimum of 96 Modes/6 Zones, Analog and P25 Digital Trunking 1. General A. Frequency Band: dual band, 700/800 MHz B. Channel Capacity: minimum of 96 channels (talk groups) divided into 6 zones or modes C. Frequency Stability: +/- .0002% transmit and receive D. Scan: Dual priority, multiple zone, scan which allows the operator to select priority 1 and 2 and edit scan list E. Power Source: Rechargeable Ni-CD or Ni-MH battery providing 8 hours of battery life @ 5-5-90 duty cycle. Two high capacity batteries of at least 1500 mAH shall be supplied with each radio. F. Multi-mode Operation: Unit shall be supplied capable of and equipped for both analog and P25 digital trunking operation by channel. 2. Transmitter (measured in analog mode unless specified otherwise) A. Frequency Range: must do the entire 700 & 800 MHz frequency bands B. RF Output Power: 1-2.5 watts in 700 MHz, 1-3 watts in 800 MHz

- C. Maximum Frequency Separation: full bandsplit
- D. Channel Spacing: 12.5, 20, 25 kHz
- E. Modulation Limiting: 2.5 kHz on 12.5 kHz channels, 4.0 kHz on NPSPAC channels, 5.0 kHz on 25 kHz channels
- F. Emissions (Conducted & Radiated): -75 dBc
- G. Audio Response: +1, -3 dB
- H. FM Hum & Noise Ratio: -40dB @ 12.5 kHz, -43 dB @ 25 kHz
- I. Audio Distortion: 2%

3. Receiver (measured in analog mode unless specified otherwise)

- A. Frequency Range: must do the entire 700 & 800 MHz frequency bands
- B. Channel Spacing: 12.5 kHz, 20 kHz, 25 kHz
- C. Maximum Frequency Separation: full bandsplit
- D. Audio Output: 500 mW
- E. Frequency Stability: .0002%
- F. Sensitivity: analog - .25 microvolts @ 12 dB SINAD, digital - .25 microvolts @ 5% BER
- G. Selectivity: -63 dB on 12.5 kHz channels, -72 dB on 25 kHz channels
- H. Intermodulation: -74 dB
- I. Spurious Rejection: -75 dB
- J. FM Hum & Noise Ratio: -40 dB @ 12.5 kHz, -47 dB @ 25 kHz
- K. Audio Distortion: 2.5%

4. Controls and Accessories

- A. On/off variable volume
- B. Channel select
- C. Scan on/off
- D. Push-to-talk
- E. Adjustable squelch (internally adjustable is acceptable as long as a momentary button is provided externally)
- F. Transmit and battery status indicators
- G. Each radio must be supplied with a single unit, rapid rate, 120 VAC desktop charger
- H. Each radio must be supplied with a swivel leather holster
- I. Each radio must be supplied capable of operation with or without a remote speaker-microphone that will provide push-to-talk, transmit audio, receive audio, and an earphone jack
- J. Each radio must be supplied with appropriate dual band helical antenna
- K. Emergency button

Line #005

Vendor shall provide the option to extend the mandatory two year parts and labor warranty contained in M-25 to a total of five years for Line #004.

Line #006

Vendor shall provide percentage discount off manufacturer's most recent published user price

	list for all options, parts and accessories for Line #004.
M-11	Group 3 (Line Items #007 - #009) Line #007 700/800 MHz, Portable, High-Tier, Minimum of 1,000 Modes/48 Zones, Analog and P25 Digital Trunking 1. General A. Frequency Band: 700/800 MHz B. Channel Capacity: minimum of 1000 channels (talk groups) divided into 48 zones or modes C. Frequency Stability: +/- .0002% transmit and receive D. Scan: Dual priority, multiple zone, scan which allows the operator to select priority 1 and 2 and edit scan list E. Power Source: Rechargeable Ni-CD or Ni-MH battery providing 8 hours of battery life @ 5-5-90 duty cycle. Two high capacity batteries of at least 1500 mAH shall be supplied with each radio F. Multi-mode Operation: Unit shall be supplied capable of and equipped for both analog and P25 digital trunking operation by channel. 2. Transmitter (measured in analog mode unless specified otherwise) A. Frequency Range: must do the entire 700 & 800 MHz frequency bands B. RF Output Power: 1-2.5 watts in 700 MHz, 1-3 watts in 800 MHz C. Maximum Frequency Separation: full bandsplit D. Channel Spacing: 12.5, 20, 25 kHz E. Modulation Limiting: 2.5 kHz on 12.5 kHz channels, 4.0 kHz on NPSPAC channels, 5.0 kHz on 25 kHz channels F. Emissions (Conducted & Radiated): -75 dBc G. Audio Response: +1, -3 dB H. FM Hum & Noise Ratio: -40dB @ 12.5 kHz, -43 dB @ 25 kHz I. Audio Distortion: 2% 3. Receiver (measured in analog mode unless specified otherwise) A. Frequency Range: must do the entire 700 & 800 MHz frequency bands B. Channel Spacing: 12.5 kHz, 20 kHz, 25 kHz C. Maximum Frequency Separation: full bandsplit D. Audio Output: 500 mW E. Frequency Stability: .0002% F. Sensitivity: analog - .25 microvolts @ 12 dB SINAD, digital - .25 microvolts @ 5% BER G. Selectivity: -63 dB on 12.5 kHz channels, -72 dB on 25 kHz channels H. Intermodulation: -74 dB I. Spurious Rejection: -75 dB J. FM Hum & Noise Ratio: -40 dB @ 12.5 kHz, -47 dB @ 25 kHz K. Audio Distortion: 2.5%

	4. Controls and Accessories A. On/off variable volume B. Channel select C. Scan on/off D. Push-to-talk E. Adjustable squelch (internally adjustable is acceptable as long as a momentary button is provided externally) F. Transmit and battery status indicators G. Each radio must be supplied with a single unit, rapid rate, 120 VAC desktop charger H. Each radio must be supplied with a swivel leather holster I. Each radio must be supplied capable of operation with or without a remote speaker-microphone that will provide push-to-talk, transmit audio, receive audio, and an earphone jack J. Each radio must be supplied with appropriate dual band helical antenna K. Emergency button Line #008 Vendor shall provide the option to extend the mandatory two year parts and labor warranty contained in M-25 to a total of five years for Line #007. Line #009 Vendor shall provide percentage discount off manufacturer's most recent published user price list for all options, parts and accessories for Line #007.
M-12	Group 4 (Line Items #010 - #012) Line #010 Dual Band VHF & 700/800 MHz, Portable, High-Tier, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking 1. General A. Frequency Band: dual band, VHF & 700/800 MHz B. Channel Capacity: minimum of 1,250 channels (talk groups) divided into 48 zones or modes C. Frequency Stability: +/- .0001% transmit and receive D. Scan: Dual priority, multiple zone, scan which allows the operator to select priority 1 and 2 and edit scan list E. Power Source: Rechargeable Ni-CD or Ni-MH battery providing 8 hours of battery life @ 5-5-90 duty cycle. Two high capacity batteries of at least 1,500 mAH shall be supplied with each radio F. Multi-mode Operation: Unit shall be supplied capable of and equipped for both analog and P25 digital trunking operation by channel. 2. Transmitter (measured in analog mode unless specified otherwise)

- A. Frequency Range: 136-174 MHz & the entire 700 & 800 MHz frequency bands
- B. RF Output Power: 1-6 watts in VHF, 1-2.5 watts in 700 MHz, 1-3 watts in 800 MHz
- C. Maximum Frequency Separation: full bandsplit
- D. Channel Spacing: 12.5 & 25 kHz in VHF, 12.5, 20, 25 kHz in 700/800 MHz
- E. Modulation Limiting: 2.5 kHz on 12.5 kHz channels, 4.0 kHz on NPSPAC channels, 5.0 kHz on 25 kHz channels
- F. Emissions (Conducted & Radiated): -75 dB
- G. Audio Response: +1, -3 dB
- H. FM Hum & Noise Ratio: -45dB @ 12.5 kHz, -47 dB @ 25 kHz
- I. Audio Distortion: 0.5% VHF, 0.6% 700 MHz, 1% 800 MHz

3. Receiver (measured in analog mode unless specified otherwise)

- A. Frequency Range: 136-174 MHz & the entire 700 & 800 MHz frequency bands
- B. Channel Spacing: 12.5 & 25 kHz in VHF, 12.5, 20, & 25 kHz in 700/800 MHz
- C. Maximum Frequency Separation: full bandsplit
- D. Audio Output: 1000 mW
- E. Frequency Stability: .0001%
- F. Sensitivity: analog - .25 microvolts @ 12 dB SINAD, digital - .25 microvolts @ 5% BER
- G. Selectivity: -67 dB on 12.5 kHz channels, -75 dB on 25 kHz channels
- H. Intermodulation: -80dB
- I. Spurious Rejection: -76 dB
- J. FM Hum & Noise Ratio: -48 dB @ 12.5 kHz, -54 dB @ 25 kHz
- K. Audio Distortion: 1.2%

4. Controls and Accessories

- A. On/off variable volume
- B. Channel select
- C. Scan on/off
- D. Push-to-talk
- E. Adjustable squelch (internally adjustable is acceptable as long as a momentary button is provided externally)
- F. Transmit and battery status indicators
- G. Each radio must be supplied with a single unit, rapid rate, 120 VAC desktop charger
- H. Each radio must be supplied with a swivel leather holster
- I. Each radio must be supplied capable of operation with or without a remote speaker-microphone that will provide push-to-talk, transmit audio, receive audio, and an earphone jack
- J. Each radio must be supplied with appropriate dual band helical antenna
- K. Emergency button

Line #011

Vendor shall provide the option to extend the mandatory two year parts and labor warranty contained in M-25 to a total of five years for Line #010.

Line #012

	Vendor shall provide percentage discount off manufacturer's most recent published user price list for all options, parts and accessories for Line #010.
M-13	Group 5 (Line Items #013 - #015) Line #013 Dual Band UHF & 700/800 MHz Portable, High-Tier, Minimum of 1,250 Modes/48 Zones, Analog and P25 Digital Trunking 1. General A. Frequency Band: dual band, UHF & 700/800 MHz B. Channel Capacity: minimum of 1250 channels (talk groups) divided into 48 zones or modes C. Frequency Stability: +/- .0001% transmit and receive D. Scan: Dual priority, multiple zone, scan which allows the operator to select priority 1 and 2 and edit scan list E. Power Source: Rechargeable Ni-CD or Ni-MH battery providing 8 hours of battery life @ 5-5-90 duty cycle. Two high capacity batteries of at least 1500 mAH shall be supplied with each radio F. Multi-mode Operation: Unit shall be supplied capable of and equipped for both analog and P25 digital trunking operation by channel. 2. Transmitter (measured in analog mode unless specified otherwise) A. Frequency Range: 450-520 MHz & the entire 700 & 800 MHz frequency bands B. RF Output Power: 1-5 watts in UHF, 1-2.5 watts in 700 MHz, 1-3 watts in 800 MHz C. Maximum Frequency Separation: full bandsplit D. Channel Spacing: 12.5 & 25 kHz in UHF, 12.5, 20, 25 kHz in 700/800 MHz E. Modulation Limiting: 2.5 kHz on 12.5 kHz channels, 4.0 kHz on NPSPAC channels, 5.0 kHz on 25 kHz channels F. Emissions (Conducted & Radiated): -75 dB G. Audio Response: +1, -3 dB H. FM Hum & Noise Ratio: -45dB @ 12.5 kHz, -47 dB @ 25 kHz I. Audio Distortion: 0.5% UHF, 0.6% 700 MHz, 1% 800 MHz 3. Receiver (measured in analog mode unless specified otherwise) A. Frequency Range: 450-520 MHz & the entire 700 & 800 MHz frequency bands B. Channel Spacing: 12.5 & 25 kHz in UHF, 12.5, 20, & 25 kHz in 700/800 MHz C. Maximum Frequency Separation: full bandsplit D. Audio Output: 1000 mW E. Frequency Stability: .0001% F. Sensitivity: analog - .25 microvolts @ 12 dB SINAD, digital - .25 microvolts @ 5% BER G. Selectivity: -67 dB on 12.5 kHz channels, -75 dB on 25 kHz channels H. Intermodulation: -80dB I. Spurious Rejection: -76 dB J. FM Hum & Noise Ratio: -48 dB @ 12.5 kHz, -54 dB @ 25 kHz

	K. Audio Distortion: 1.2% 4. Controls and Accessories A. On/off variable volume B. Channel select C. Scan on/off D. Push-to-talk E. Adjustable squelch (internally adjustable is acceptable as long as a momentary button is provided externally) F. Transmit and battery status indicators G. Each radio must be supplied with a single unit, rapid rate, 120 VAC desktop charger H. Each radio must be supplied with a swivel leather holster I. Each radio must be supplied capable of operation with or without a remote speaker-microphone that will provide push-to-talk, transmit audio, receive audio, and an earphone jack J. Each radio must be supplied with appropriate dual band helical antenna K. Emergency button Line #014 Vendor shall provide the option to extend the mandatory two year parts and labor warranty contained in M-25 to a total of five years for Line #013. Line #015 Vendor shall provide percentage discount off manufacturer's most recent published user price list for all options, parts and accessories for Line #013.
M-14	Group 6 (Line Items #016 - #019) Line #016 700/800 MHz Mobile, Basic, Dash Mount, Minimum of 48 Modes/3 Zones, Analog and P25 Digital Trunking 1. General A. Frequency Band: 700/800 MHz B. Channel Capacity: minimum of 1000 channels (talk groups) divided into 16 zones or modes C. Frequency Stability: +/- .00015% transmit and receive D. Scan: Dual priority, multiple zone, scan which allows the operator to select priority 1 and 2 and edit scan list E. Power Source: 13.8V DC +/- 20%, negative ground F. Multi-mode Operation: Unit shall be supplied capable of and equipped for both analog and P25 digital trunking operation by channel.

2. Transmitter (measured in analog mode unless specified otherwise)

- A. Frequency Range: must do the entire 700 & 800 MHz frequency bands
- B. RF Output Power: 10-35 watts
- C. Maximum Frequency Separation: full bandsplit
- D. Channel Spacing: 12.5, 20, 25 kHz analog, 12.5 kHz digital
- E. Modulation Limiting: 2.5 kHz on 12.5 kHz channels, 4.0 kHz on NPSPAC channels, 5.0 kHz on 25 kHz channels
- F. Emissions (Conducted): -70 dBc
- G. Audio Response: +1, -3 dB
- H. FM Hum & Noise Ratio: 34 dB @ 12.5 kHz, 40 dB @ 25 kHz
- I. Audio Distortion: 3%

3. Receiver (measured in analog mode unless specified otherwise)

- A. Frequency Range: must do the entire 700 & 800 MHz frequency bands
- B. Channel Spacing: 12.5 kHz, 20 kHz, 25 kHz
- C. Maximum Frequency Separation: full band split
- D. Audio Output: 7.5 W (external 8 ohm speaker)
- E. Sensitivity: analog - .25 microvolts @ 12 dB SINAD, digital - .25 microvolts @ 5% BER
- F. Selectivity: 65 dB on 12.5 kHz channels, 80 dB on 25 kHz channels
- G. Intermodulation: 80 dB
- H. Spurious Rejection: 90 dB

4. Controls and Accessories

- A. On/off variable volume
- B. Channel select
- C. Scan on/off
- D. Push-to-talk
- E. Adjustable squelch (internally adjustable is acceptable as long as a momentary button is provided externally)
- F. Transmit indicator
- G. Emergency button

Line #017

Vendor shall provide the option to purchase installation for the item in Line #016.

Line #018

Vendor shall provide the option to extend the mandatory two year parts and labor warranty contained in M-25 to a total of five years for Line #016.

Line #019

Vendor shall provide percentage discount off manufacturer's most recent published user price list for all options, parts and accessories for Line #016.

M-15	Group 7 (Line Items #020 - #023) Line #020 700/800 MHz Mobile, Mid-Tier, Dash Mount/Remote Mount, Minimum of 870 Modes/16 Zones, Analog and P25 Digital Trunking 1. General A. Frequency Band: 700/800 MHz B. Channel Capacity: minimum of 870 channels (talk groups) divided into 16 zones or modes C. Frequency Stability: +/- .00015% transmit and receive D. Scan: Dual priority, multiple zone, scan which allows the operator to select priority 1 and 2 and edit scan list E. Power Source: 13.8 V DC +/- 20% negative ground F. Multi-mode Operation: Unit shall be supplied capable of and equipped for both analog and P25 digital trunking operation by channel. 2. Transmitter (measured in analog mode unless specified otherwise) A. Frequency Range: must do the entire 700 & 800 MHz frequency bands B. RF Output Power: 10-35 watts C. Maximum Frequency Separation: full bandsplit D. Channel Spacing: 12.5, 20, 25 kHz analog, 12.5 kHz digital E. Modulation Limiting: 2.5 kHz on 12.5 kHz channels, 4.0 kHz on NPSPAC channels, 5.0 kHz on 25 kHz channels F. Emissions (Conducted): -85 dBc G. Audio Response: +1, -3 dB H. FM Hum & Noise Ratio: 34 dB @ 12.5 kHz, 40 dB @ 25 kHz I. Audio Distortion: 3% 3. Receiver (measured in analog mode unless specified otherwise) A. Frequency Range: must do the entire 700 & 800 MHz frequency bands B. Channel Spacing: 12.5 kHz, 20 kHz, 25 kHz C. Maximum Frequency Separation: full bandsplit D. Audio Output: 7.5 W (external 8 ohm speaker) E. Sensitivity: analog - .25 microvolts @ 12 dB SINAD, digital - .25 microvolts @ 5% BER F. Selectivity: 65 dB on 12.5 kHz channels, 80 dB on 25 kHz channels G. Intermodulation: 80 dB H. Spurious Rejection: 90 dB 4. Controls and Accessories A. On/off variable volume B. Channel select C. Scan on/off D. Push-to-talk
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	E. Adjustable squelch (internally adjustable is acceptable as long as a momentary button is provided externally) F. Transmit indicator G. Emergency button Line #021 Vendor shall provide the option to purchase installation for the item in Line #020. Line #022 Vendor shall provide the option to extend the mandatory two year parts and labor warranty contained in M-25 to a total of five years for Line #020. Line #023 Vendor shall provide percentage discount off manufacturer's most recent published user price list for all options, parts and accessories for Line #020.
M-16	Group 8 (Line Items #024 - #027) Line #024 700/800 MHz Mobile, High Tier, Remote Mount, Minimum of 1,000 Modes/48 Zones, Analog and P25 Digital Trunking 1. General A. Frequency Band: 700/800 MHz B. Channel Capacity: minimum of 1000 channels (talk groups) divided into 48 zones or modes C. Frequency Stability: +/- .00015% transmit and receive D. Scan: Dual priority, multiple zone, scan which allows the operator to select priority 1 and 2 and edit scan list E. Power Source: 13.8V DC +/- 20%, negative ground F. Multi-mode Operation: Unit shall be supplied capable of and equipped for both analog and P25 digital trunking operation by channel. 2. Transmitter (measured in analog mode unless specified otherwise) A. Frequency Range: must do the entire 700 & 800 MHz frequency bands B. RF Output Power: 10-35 watts C. Maximum Frequency Separation: full bandsplit D. Channel Spacing: 12.5, 20, 25 kHz analog, 12.5 kHz digital E. Modulation Limiting: 2.5 kHz on 12.5 kHz channels, 4.0 kHz on NPSPAC channels, 5.0 kHz on 25 kHz channels F. Emissions (Conducted): -70 dBc G. Audio Response: +1, -3 dB H. FM Hum & Noise Ratio: 34 dB @ 12.5 kHz, 40 dB @ 25 kHz I. Audio Distortion: 3%

	3. Receiver (measured in analog mode unless specified otherwise) A. Frequency Range: must do the entire 700 & 800 MHz frequency bands B. Channel Spacing: 12.5 kHz, 20 kHz, 25 kHz C. Maximum Frequency Separation: full bandsplit D. Audio Output: 7.5 W (external 8 ohm speaker) E. Sensitivity: analog - .25 microvolts @ 12 dB SINAD, digital - .25 microvolts @ 5% BER F. Selectivity: 65 dB on 12.5 kHz channels, 80 dB on 25 kHz channels G. Intermodulation: 80 dB H. Spurious Rejection: 90 dB 4. Controls and Accessories A. On/off variable volume B. Channel select C. Scan on/off D. Push-to-talk E. Adjustable squelch (internally adjustable is acceptable as long as a momentary button is provided externally) F. Transmit indicator G. Emergency button Line #025 Vendor shall provide the option to purchase installation for the item in Line #024. Line #026 Vendor shall provide the option to extend the mandatory two year parts and labor warranty contained in M-25 to a total of five years for Line #024. Line #027 Vendor shall provide percentage discount off manufacturer's most recent published user price list for all options, parts and accessories for Line #024.
M-17	Group 9 (Line Items #028 - #031) Line #028 Dual Band VHF & 700/800 MHz Mobile, High-Tier, Remote Mount, Minimum of 1250 Modes/48 Zones, Analog and P25 Digital Trunking 1. General A. Frequency Band: dual band, VHF & 700/800 MHz B. Channel Capacity: minimum of 1250 channels (talk groups) divided into 48 zones or

modes

- C. Frequency Stability: +/- .00015% transmit and receive
- D. Scan: Dual priority, multiple zone, scan which allows the operator to select priority 1 and 2 and edit scan list
- E. Power Source: 13.8 V DC +/- 20%, negative ground
- F. Multi-mode Operation: Unit shall be supplied capable of and equipped for both analog and P25 digital trunking operation by channel.

2. Transmitter (measured in analog mode unless specified otherwise)

- A. Frequency Range: 136-174 MHz & the entire 700 & 800 MHz frequency bands
- B. RF Output Power: 10-50 watts in VHF, 10-30 watts in 700 MHz, 10-35 watts in 800 MHz
- C. Maximum Frequency Separation: full bandsplit
- D. Channel Spacing: 12.5 & 25 kHz in VHF, 12.5, 20, 25 kHz in 700/800 MHz
- E. Modulation Limiting: 2.5 kHz on 12.5 kHz channels, 4.0 kHz on NPSPAC channels, 5.0 kHz on 25 kHz channels
- F. Emissions (Conducted): -70 dB
- G. Audio Response: +1, -3 dB
- H. FM Hum & Noise Ratio: 40dB @ 12.5 kHz, 34 dB @ 25 kHz
- I. Audio Distortion: 2%

3. Receiver (measured in analog mode unless specified otherwise)

- A. Frequency Range: 136-174 MHz & the entire 700 & 800 MHz frequency bands
- B. Channel Spacing: 12.5 & 25 kHz in VHF, 12.5, 20, & 25 kHz in 700/800 MHz
- C. Maximum Frequency Separation: full bandsplit
- D. Audio Output: 7.5 W (external 8 ohm speaker)
- E. Frequency Stability: .0001%
- F. Sensitivity: analog - .25 microvolts @ 12 dB SINAD, digital - .25 microvolts @ 5% BER
- G. Selectivity: -67 dB on 12.5 kHz channels, -75 dB on 25 kHz channels
- H. Intermodulation: -80dB
- I. Spurious Rejection: -76 dB
- J. FM Hum & Noise Ratio: -48 dB @ 12.5 kHz, -54 dB @ 25 kHz
- K. Audio Distortion: 3%

4. Controls and Accessories

- A. On/off variable volume
- B. Channel select
- C. Scan on/off
- D. Push-to-talk
- E. Adjustable squelch (internally adjustable is acceptable as long as a momentary button is provided externally)
- F. Transmit indicator
- G. Emergency button

Line #029

Vendor shall provide the option to purchase installation for the item in Line #028.

	Line #030 Vendor shall provide the option to extend the mandatory two year parts and labor warranty contained in M-25 to a total of five years for Line #028. Line #031 Vendor shall provide percentage discount off manufacturer's most recent published user price list for all options, parts and accessories for Line #028.
M-18	Group 10 (Line Items #032 - #035) Line #032 Dual Band UHF & 700/800 MHz Mobile, High-Tier, Remote Mount, Minimum of 1250 Modes/48 Zones, Analog and P25 Digital Trunking 1. General A. Frequency Band: dual band, UHF & 700/800 MHz B. Channel Capacity: minimum of 1250 channels (talk groups) divided into 48 zones or modes C. Frequency Stability: +/- .00015% transmit and receive D. Scan: Dual priority, multiple zone, scan which allows the operator to select priority 1 and 2 and edit scan list E. Power Source: 13.8 V DC +/- 20%, negative ground F. Multi-mode Operation: Unit shall be supplied capable of and equipped for both analog and P25 digital trunking operation by channel. 2. Transmitter (measured in analog mode unless specified otherwise) A. Frequency Range: 450-520 MHz & the entire 700 & 800 MHz frequency bands B. RF Output Power: 10-40 watts in UHF, 10-30 watts in 700 MHz, 10-35 watts in 800 MHz C. Maximum Frequency Separation: full bandsplit D. Channel Spacing: 12.5 & 25 kHz in UHF, 12.5, 20, 25 kHz in 700/800 MHz E. Modulation Limiting: 2.5 kHz on 12.5 kHz channels, 4.0 kHz on NPSPAC channels, 5.0 kHz on 25 kHz channels F. Emissions (Conducted & Radiated): -75 dB G. Audio Response: +1, -3 dB H. FM Hum & Noise Ratio: -45dB @ 12.5 kHz, -47 dB @ 25 kHz I. Audio Distortion: 0.5% UHF, 0.6% 700 MHz, 1% 800 MHz 3. Receiver (measured in analog mode unless specified otherwise) A. Frequency Range: 450-520 MHz & the entire 700 & 800 MHz frequency bands B. Channel Spacing: 12.5 & 25 kHz in UHF, 12.5, 20, & 25 kHz in 700/800 MHz C. Maximum Frequency Separation: full bandsplit D. Audio Output: 1000 mW

	E. Frequency Stability: .0001% F. Sensitivity: analog - .25 microvolts @ 12 dB SINAD, digital - .25 microvolts @ 5% BER G. Selectivity: -67 dB on 12.5 kHz channels, -75 dB on 25 kHz channels H. Intermodulation: -80dB I. Spurious Rejection: -76 dB J. FM Hum & Noise Ratio: -48 dB @ 12.5 kHz, -54 dB @ 25 kHz K. Audio Distortion: 1.2% 4. Controls and Accessories A. On/off variable volume B. Channel select C. Scan on/off D. Push-to-talk E. Adjustable squelch (internally adjustable is acceptable as long as a momentary button is provided externally) F. Transmit indicator G. Emergency button Line #033 Vendor shall provide the option to purchase installation for the item in Line #032. Line #034 Vendor shall provide the option to extend the mandatory two year parts and labor warranty contained in M-25 to a total of five years for Line #032. Line #035 Vendor shall provide percentage discount off manufacturer's most recent published user price list for all options, parts and accessories for Line #032.
M-19	Group 11 (Line Items #036 - #039) Line #036 VHF High Band Vehicular Repeater, Remote Mount, Single Channel, Analog and P25 Digital 1. General A. Frequency Band: 136 -174 MHz B. Channel Capacity: one channel minimum C. Power Source: 13.8 V DC +/- 20%, negative ground D. Must interface with Motorola XTL2500, XTL5000, APX2500, APX4500, APX5500, APX6500, and APX7500 mobile radios 2. Transmitter

	A. Frequency Range: 136 - 174 MHz B. RF Output Power: 0.5 – 3 watts programmable C. Spurious Emissions: -20 dBm D. Frequency Stability: +/- 0.75ppm E. Modulation: 11K0F3E F. FM Hum & Noise: 34 dB @ 12.5 kHz / 40 dB @ kHz G. Audio Distortion: < 2% 3. Receiver A. Frequency Range: 136 - 174 MHz B. Sensitivity: Analog 12 dB Sinad: -115 dBm / Digital P25 5% BER: -115 dBm C. Selectivity: 60 dB @ 12.5 kHz / 70 dB @ 25 kHz D. Spurious/Image Rejection: 70 dB E. Frequency Stability: +/- 0.75ppm F. Audio Output: 600 mV RMS nominal G. Intermodulation: 70 dB 4. Controls A. Must be Motorola Smart Zone trunking compatible B. Must operate in "Local" and "System" repeat modes. In the System repeat mode, unit shall support end-to-end encryption and pass Unit IDs to both subscriber and system users. C. Must include onboard logic controller that allows only one unit at the scene to be the active (Priority) repeater when multiple repeaters are present. Logic controller must "hand off" priority status should the priority vehicle leave the scene or another priority vehicle arrive. Line #037 Vendor shall provide the option to purchase installation for the item in Line #036. Line #038 Vendor shall provide the option to extend the mandatory two year parts and labor warranty contained in M-25 to a total of five years for Line #036. Line #039 Vendor shall provide percentage discount off manufacturer's most recent published user price list for all options, parts and accessories for Line #036.
M-20	Group 12 (Line Items #040 - #042) Line #040 Multi Band VHF, UHF & 700/800 MHz Portable, Minimum of 2608 Modes/175 Zones, Analog and P25 Digital Conventional & Trunking

1. General

- A. Frequency Band: multi band, VHF, UHF, & 700/800 MHz
- B. Channel Capacity: minimum of 2608 channels (talk groups) divided into 175 zones or modes
- C. Frequency Stability: +/- .00015% transmit and receive
- D. Scan: Dual priority, multiple zone, scan which allows the operator to select priority 1 and 2 and edit scan list
- E. Power Source: Rechargeable Ni-CD, Ni-MH, or Lithium-Ion battery providing 10 hours of battery life @ 5-5-90 duty cycle. Two high capacity batteries of at least 2000 mAH shall be supplied with each radio
- F. Multi-mode Operation: Unit shall be supplied capable of and equipped for analog, P25 digital conventional, and P25 digital trunking operation by channel.

2. Transmitter (measured in analog mode unless specified otherwise)

- A. Frequency Range:
 - VHF 136-174 MHz
 - UHF 380-520 MHz
 - 700 MHz 793-805 Tx 763-775 Tx&Rx
 - 800 MHz 806-824 Tx 851-869 Tx&Rx
- B. RF Output Power:
 - 1-5 watts in VHF & UHF
 - 1-2.5 watts in 700 MHz
 - 1-3 watts in 800 MHz
- C. Maximum Frequency Separation: full bandsplit
- D. Channel Spacing: 12.5 & 25 kHz
- E. Modulation Limiting: 2.5 kHz on 12.5 kHz channels, 5.0 kHz on 25 kHz channels
- F. Conducted & Radiated Spurious Output: -70 dBc
- G. Audio Distortion: <1.25%
- H. Tx Hum & Noise Ratio: -44dB @ 12.5 kHz, 50 dB @ 25 kHz

3. Receiver (measured in analog mode unless specified otherwise)

- A. Frequency Range: VHF 136-174 MHz
 - UHF 380-520 MHz
 - 700 MHz 793-805 Tx 763-775 Tx&Rx
 - 800 MHz 806-824 Tx 851-869 Tx&Rx
- B. Channel Spacing: 12.5 & 25 kHz
- C. Maximum Frequency Separation: full bandsplit
- D. Max Audio Output: 1200 mW
- E. Frequency Stability: .00015%
- F. Sensitivity: analog -121 dBm @ 12 dB SINAD, digital - 121 dBm @ 5% BER
- G. Adjacent Channel Rejection: 62 dB on 12.5 kHz channels, 72 dB on 25 kHz channels
- H. Intermodulation: 74 dB
- I. Spurious & Image Rejection: 70 dB
- J. Rx Hum & Noise Ratio: -42 dB @ 12.5 kHz, -48 dB @ 25 kHz

	K. Rx Audio Distortion: <1.5% 4. Controls and Accessories A. On/off variable volume B. Channel select C. Scan on/off D. Push-to-talk E. Adjustable squelch (internally adjustable is acceptable as long as a momentary button is provided externally) F. Transmit and battery status indicators G. Each radio must be supplied with a single unit, rapid rate, 120 VAC desktop charger H. Each radio must be supplied with a swivel leather holster I. Each radio must be supplied capable of operation with or without a remote speaker-microphone that will provide push-to-talk, transmit audio, receive audio, and an earphone jack J. Each radio must be supplied with appropriate multi band helical antenna K. Emergency button Line #041 Vendor shall provide the option to extend the mandatory two year parts and labor warranty contained in M-25 to a total of five years for Line #040. Line #042 Vendor shall provide percentage discount off manufacturer's most recent published user price list for all options, parts and accessories for Line #040.
M-21	Group 13 (Line Items #043 - #046) Line #043 Multi Band VHF, UHF & 700/800, MHz Mobile, Minimum of 2608 Modes/175 Zones, Analog and P25 Digital Conventional & Trunking 1. General A. Frequency Band: multi band, VHF, UHF & 700/800 MHz B. Channel Capacity: minimum of 2608 channels (talk groups) divided into 175 zones or modes C. Frequency Stability: +/- .00015% transmit and receive D. Scan: Dual priority, multiple zone, scan which allows the operator to select priority 1 and 2 and edit scan list E. Power Source: 13.8VDC +/- 20% F. Multi-mode Operation: Unit shall be supplied capable of and equipped for analog, P25 digital conventional, and P25 digital trunking operation by channel. 2. Transmitter (measured in analog mode unless specified otherwise)

- A. Frequency Range: VHF 136-174 MHz
UHF 380-520 MHz
700 MHz 793-805 Tx 763-775 Tx&Rx
800 MHz 806-824 Tx 851-869 Tx&Rx
- B. RF Output Power: 10-50 watts in VHF & UHF
10-25 watts in 700 MHz
10-30 watts in 800 MHz
- C. Maximum Frequency Separation: full bandsplit
- D. Channel Spacing: 12.5 & 25 kHz
- E. Modulation Limiting: 2.5 kHz on 12.5 kHz channels, 5.0 kHz on 25 kHz channels
- F. Conducted & Radiated Spurious Output: -70 dBc
- G. Audio Distortion: <1.25%
- H. Tx Hum & Noise Ratio: -44dB @ 12.5 kHz, 50 dB @ 25 kHz

3. Receiver (measured in analog mode unless specified otherwise)

- A. Frequency Range: VHF 136-174 MHz
UHF 380-520 MHz
700 MHz 793-805 Tx 763-775 Tx&Rx
800 MHz 806-824 Tx 851-869 Tx&Rx
- B. Channel Spacing: 12.5 & 25 kHz
- C. Maximum Frequency Separation: full bandsplit
- D. Min Audio Output: 5 W
- E. Frequency Stability: .00015%
- F. Sensitivity: analog -121 dBm @ 12 dB SINAD, digital - 121 dBm @ 5% BER
- G. Adjacent Channel Rejection: 62 dB on 12.5 kHz channels, 72 dB on 25 kHz channels
- H. Intermodulation: 74 dB
- I. Spurious & Image Rejection: 70 dB
- J. Rx Hum & Noise Ratio: -42 dB @ 12.5 kHz, -48 dB @ 25 kHz
- K. Rx Audio Distortion: <1.5%

4. Controls and Accessories

- A. On/off variable volume
- B. Channel select
- C. Scan on/off
- D. Push-to-talk
- E. Adjustable squelch (internally adjustable is acceptable as long as a momentary button is provided externally)
- F. Transmit indicator
- G. Emergency button

Line #044

Vendor shall provide the option to purchase installation for the item in Line #043.

	Line #045 Vendor shall provide the option to extend the mandatory two year parts and labor warranty contained in M-25 to a total of five years for Line #043. Line #046 Vendor shall provide percentage discount off manufacturer's most recent published user price list for all options, parts and accessories for Line #043.
M-22	Group 14 (Line Items #047 - #048) Line #047 Commercial & Public Safety LTE Handheld for Starcom21 WAVE Applications 1. General A. Must operate on both commercial cellular LTE and Starcom21 Public Safety LTE networks using the WAVE application. B. Must provide end-to-end encryption for secure calling and messaging capabilities. C. Must provide multiple levels of security to prevent unauthorized access across all applications, installation of malicious applications and malware, and unauthorized access to encryption keys and authentication certificates. D. Must be equipped to allow network manager to remotely lock and/or wipe all sensitive data from a lost or stolen device. 2. Controls and Features A. Unit must have a non-slip, textured housing for sure grip in adverse conditions. B. Unit must be equipped with a dedicated push-to-talk button. C. Unit must be equipped with multiple noise and echo cancelling microphones. D. Unit must be equipped with dual 1watt audio speakers for loud, clear audio. E. Unit must be equipped with front facing 2 MP and rear facing 8MP auto focusing cameras that support both still photos and video recording at 1080p HD up to 30 frames per second. Video and images must be time stamped for evidence documentation. F. Unit must have a minimum 4.7" 720x1280 touch screen display. G. Unit must be WiFi enabled. H. Unit must be Bluetooth 4.0 enabled. I. Unit must be equipped with both standalone and assisted GPS location services. J. Unit must include USB 2.0, 3.5 mm audio, and accessory/charging ports. K. Unit must be supplied with high capacity battery and leather holster. Line #048 Vendor shall provide percentage discount off manufacturer's most recent published user price list for all options, parts and accessories for Line #047.

Attachment B – Supplemental Terms and Conditions

Section 1 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 1.1. "Equipment" or "Product" means the equipment that the State purchases from Motorola under the Primary Agreement.
- 1.2. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 1.3. "Non-Motorola Software" means Software that another party owns.
- 1.4. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.5. "Primary Agreement" means the agreement to which this Attachment B is attached.
- 1.6. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 1.7. "Specifications" means the functionality and performance requirements that are described in the contract documents.
- 1.8. "State" means an entity purchasing Equipment under the Primary Agreement.
- 1.9. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the contract documents.

Section 2 INTENTIONALLY LEFT BLANK

Section 3 SOFTWARE

- 3.1 NON-MOTOROLA SOFTWARE. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software.
- 3.2 Software is discussed in Attachment C, Software License Agreement.

Section 4 TITLE AND RISK OF LOSS

Title to the Equipment will pass to the State upon shipment. Title to Software will not pass to the State at any time. Risk of loss will pass to the State upon delivery of the Equipment to the State.

Section 5 WARRANTY AND DISCLAIMER OF WARRANTIES

Motorola Solutions, Inc. ("Motorola") warrants the Motorola manufactured radio communications product ("Product") against material defects in material and workmanship under normal use and service for a period of two (2) years from the date of shipment unless otherwise extended. Motorola, at its option, will at no charge either repair the Product (with new or reconditioned parts) replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Motorola according to the terms of this warranty. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Motorola. This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use only, and is not assignable or transferable to any other

party. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola.

Unless made in a separate written agreement between Motorola and the original end user purchaser, Motorola does not warrant the installation, maintenance or service of the Product. Motorola cannot be responsible in any way for any ancillary equipment not furnished by Motorola which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty. Because each system which may use the Product is unique, Motorola disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

WHAT THIS WARRANTY DOES NOT COVER:

- A. Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B. Defects or damage from misuse, accident, water, or neglect.
- C. Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- D. Breakage or damage to antennas unless caused directly by defects in material workmanship.
- E. A Product subjected to unauthorized Product modifications, disassemblies or repairs (including, without limitation, the addition to the Product of non-Motorola supplied equipment) which adversely affect performance of the Product or interfere with Motorola's normal warranty inspection and testing of the Product to verify any warranty claim.
- F. Product which has had the serial number removed or made illegible.
- G. Batteries (they carry their own separate limited warranty).

This warranty sets forth the full extent of Motorola's responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at Motorola's option, is the exclusive remedy. EXCEPT AS OTHERWISE AGREED TO HEREIN, THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

THE WARRANTIES SET FORTH IN THE CONTRACT DOCUMENTS ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY.

Section 6 INFRINGEMENT CLAIM INDEMNIFICATION

- 6.1 Motorola will defend at its expense any suit brought against the State to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") infringes a United States patent, trademark or copyright ("Infringement Claim"). The State shall promptly notify Motorola in writing of the Infringement Claim; allow Motorola to have sole control of the defense of the suit and all negotiations for its settlement or compromise; and provide Motorola with reasonable cooperation. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against the State by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim. If Motorola, after receiving notice of any Infringement Claim, fails to promptly begin the defense of such Infringement Claim, the State may (without further notice to Motorola) retain counsel and undertake the defense, compromise or settlement of such claim or action at the expense of Motorola, subject to the right of Motorola to assume the defense of such Infringement Claim at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the State in these circumstances shall be borne by Motorola and Motorola shall be bound by, and shall pay the amount of any settlement, compromise, final determination or judgment reached while the State was represented by counsel retained by the State pursuant to this paragraph, or while Motorola was conducting the defense.
- 6.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for the State the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant the State a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.
- 6.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is solely based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by or approved in writing by Motorola, if the alleged infringement would not have occurred without such combination; (b) Motorola Product designed or manufactured in accordance with the State's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (c) a modification of the Motorola Product by a party other than Motorola unless such modification was approved in writing by Motorola; or (d) the failure by the State to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement where such enhancement release is provided to the State with written notice that such enhancement release is necessary to correct a claimed infringement.
- 6.4 This Section 6 provides the State's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. The State has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim.

Section 7 LIMITATION OF LIABILITY

Except for personal injury (including death), damage to property, Motorola's indemnification obligations, losses resulting from fraud, gross negligence, willful misconduct (including intentional breach of the agreement) or willful misrepresentation by Motorola, its employees, agents and subcontractors, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the amount paid and payable under this contract for the equipment. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL,

INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 8 ACCEPTANCE, INSPECTION, AND REJECTION

Upon delivery of the Equipment to the delivery location, the State will inspect the Equipment to determine that no visual damage has occurred during shipment and will run such tests at it determines reasonable to test the functionality of the delivered Equipment. If the State deems the Equipment acceptable, the State shall acknowledge acceptance of delivery to the State. If all or a portion of the Equipment is deemed unacceptable to the State, the State shall provide Notice to Motorola within five (5) business days after the Equipment is delivered. Motorola will promptly replace Equipment deemed to be unacceptable by the State. If the State does not provide such notice within 5 days, the Equipment will be deemed accepted by the State. Equipment rejected pursuant to this Section shall be shipped back to Motorola at Motorola's expense.

Section 9 SURVIVAL

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.1 (Motorola Software); Section 3.2 (Non-Motorola Software); Subsection 5 (Disclaimers of Warranties); Section 6 (Infringement Claim Indemnification) and Section 7 (Limitation of Liability).

Attachment C – Software License Agreement

This Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the State of Illinois by and through its Department of Innovation and Technology, on behalf of Licensees.

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3. "Licensee" means an entity acquiring Software under the Primary Agreement.

1.4 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.5 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.6 "Primary Agreement" means the agreement to which this Agreement is attached.

1.7 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.8 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain Software or products containing embedded or pre-loaded Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains Open Source Software, the terms and conditions governing the use of such Open Source Software are not contained in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) use the Software on any machine except as expressly authorized by this Agreement; or (vi) knowingly and intentionally use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not knowingly and intentionally enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses RSS upon Motorola's request.

4.5. Licensee will maintain records relating to this Agreement in accordance the State Records Act (5 ILCS 160 et seq.), during the term of this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, or error-free. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola shall use commercially reasonable efforts to correct demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within 30 calendar days, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software (subject to written approval by the State that the replacement Software is deemed to be functionally-equivalent), license to Licensee substitute Software which will accomplish the same objective (subject to written approval by the State that the substitute Software is deemed to accomplish the same objective), or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party (e.g. non-State of Illinois agency if Licensee is a State of Illinois agency) without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 After termination of this Agreement and upon request from Motorola, Licensee shall certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 INTENTIONALLY LEFT BLANK

Section 9 INTENTIONALLY LEFT BLANK

Section 10 CONFIDENTIALITY

The provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee. Such assignment or subcontract shall not relieve Motorola of its performance obligations to the Licensee under this Agreement and payment shall remain from the Licensee to Motorola.

13.4. GOVERNING LAW. This Agreement shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this

Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Agreement and the Primary Agreement, the parties agree that this Agreement prevails.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

STATE OF ILLINOIS

CONTRACT RENEWAL

Illinois Department of Innovation and Technology Services (DoIT)
Starcom 21 Subscriber Equipment
DIT7016660

The undersigned Agency and Vendor, Motorola Solutions Inc., (the Parties) agree that the following shall renew the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Renewal shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Renewal to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: Motorola Solutions, Inc.	Address: 500 West Monroe Street, Chicago, IL 60601
Signature: 	Phone: 609-760-2703
Printed Name: Nicole Sherrill	Fax: N/A
Title: MSSSI Vice President	Email: Nicole.Sherrill@motorolasolutions.com
Date:	

STATE OF ILLINOIS

Procuring Agency: Department of Innovation and Technology	Phone:
Street Address: 120 W. Jefferson Street	Fax:
City, State ZIP: Springfield, IL 62702	
Official Signature:	Date:
Printed Name: Ron Guerrier	
Official's Title: Acting Secretary	
Legal Signature:	Date:
Legal Printed Name: Matt Runyen	
Legal's Title: Acting General Counsel	
Fiscal Signature:	Date:
Fiscal's Printed Name: Brian Turner	
Fiscal's Title: Acting Chief Fiscal Officer	

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

BidBuy# 19-448DOIT-TELEC-B-5937	Project Title Starcom21 Subscriber Equipment	
Contract # DIT7016660	Procurement Method (IFB, RFP, Small, etc): Renewal	
BidBuy Ref. # 19-448DOIT-TELEC-R-23080	IPB Publication Date:	Award Code:
Subcontractor Utilization? ☐ Yes ☐ No	Subcontractor Disclosure? ☐ Yes ☐ No	
Funding Source	Obligation #	
CPO 33 – General Counsel Approval:		
Signature	Printed Name	Date

1. **DESCRIPTION OF CONTRACT BEING RENEWED:** The Illinois Department of Innovation and Technology and Motorola Solutions Inc. are renewing Contract #DIT7016660 for the purchase of Starcom 21 compatible subscriber radio equipment. The State is exercising all three (3) years of renewal options.
2. **TERMS AND CONDITIONS:** This Renewal is on the same terms and conditions as the Contract being renewed except as changed and described herein.
3. **RENEWAL TERM:** This RENEWAL shall begin June 1, 2019 and shall run through May 31, 2022.
4. **COSTS:** Pricing per the original contract.
5. **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$6,000,000.00 without a formal amendment.
6. **SUBCONTRACTORS:** Will subcontractors be utilized? ☐ Yes ☒ No
 - Subcontractor Name: N/A

Amount to be paid: N/A

Address: N/A

Description of work: N/A
 - 6.1. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
 - 6.2. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
 - 6.3. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.
 - 6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

This Renewal is issued by the Department of Innovation and Technology in cooperation and agreement with the Chief Procurement Officer for General Services. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract to all governmental units and qualified not-for-profit agencies.

The supplies or services in this contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency. Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct. Disputes between

vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

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

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

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

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

Name: [Click here to enter text.](#)

Business Name: Motorola Solutions Inc.

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number : 36-1115800

Legal Status (check one):

- | | |
|---|--|
| ☐ Individual | ☐ Governmental |
| ☐ Sole Proprietor | ☐ Nonresident alien |
| ☐ Partnership | ☐ Estate or trust |
| ☐ Legal Services Corporation | ☐ Pharmacy (Non-Corp.) |
| ☐ Tax-exempt | ☐ Pharmacy/Funeral Home/Cemetery (Corp.) |
| ☐ Corporation providing or billing
medical and/or health care services | ☐ Limited Liability Company
(select applicable tax classification) |
| ☒ Corporation NOT providing or billing
medical and/or health care services | ☐ C = corporation |
| | ☐ P = partnership |

Signature of Authorized Representative: 

Date: [Thursday, May 09, 2019](#)

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A - LIMITED SOURCE PURCHASE:

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Motorola Solutions #689

Amount: \$287,730.87

Date: 05/24/2021

Description of item/services: Replacement of portable radios for the Fire Department and upgrade the Fire Departments current Starcom radios.

Justification: This agreement is needed for the replacement of aging portable radio equipment used by the Fire Department. The City has a long-term and established relationship with Motorola Solutions and their authorized manufacturer representatives to provide mission critical radio systems. Their equipment and accessories are proprietary and can only be maintained and upgraded by Motorola Solutions or their authorized manufacturer representatives. This equipment is on State contract and approved for usage on the State of Illinois digital interoperable communications platform known as Starcom 21.

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



(Name and Signature of Department Director or Designee)

5-24-21

Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

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

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

Do not concur for the following reason(s):



Name and Signature of Purchasing Agent or Designee

5/26/2021

Date



CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: June 14, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of a FlowCam Particle Analysis System from Yokogawa Fluid Imaging Technologies, Inc., in the amount of \$84,960, and Authorization to trade-in the existing FlowCam (asset #958), as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Purchase and Trade-in be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

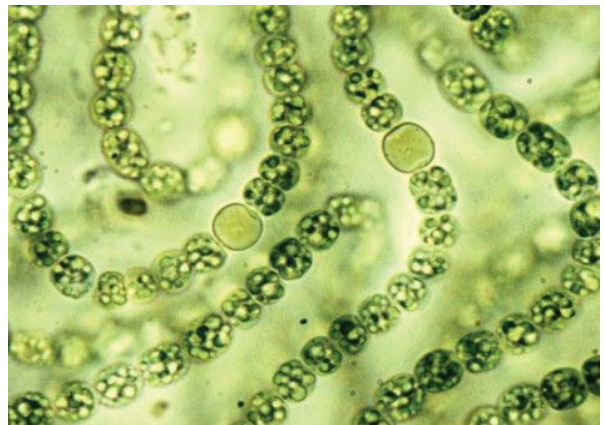
-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of the purchase of a FlowCam Particle Analysis System from Fluid Imaging Technologies, Inc. in the amount of \$84,960 to replace the existing model because the manufacturer no longer supports the software.

As part of the Water Division's source water quality monitoring program, staff regularly performs on-site observations of the water quality conditions in both reservoirs. Chemical and biological conditions in our lakes greatly affect the treatment processes and the quality of the water delivered to customers. The particle analysis system currently in use (previously approved by Council in 2006) helps to address the taste and odor issue. The system is versatile and is also used to optimize treatment performance throughout the Treatment Plant.

Periodically, taste and odor issues emanate from extremely high numbers of blue-green algae (a type of microscopic single celled plant) living in Evergreen Lake and Lake Bloomington. The amounts of the musty smelling compounds produced by algae can be high enough to overwhelm the granular activated carbon in our filters and allow some of the compounds to pass through into our distribution system, resulting in taste and odor issues in the drinking water.

The current system is used to monitor the numbers and types of algae living in the lakes. In-lake algae treatment is most effective when numbers of undesirable blue-green algae are just beginning to show large increases. Timely



application of algae treatments can prevent high concentrations of taste and odor compounds in the lake and can favor the establishment of more desirable types of algae. The proposed replacement will provide unbiased and timely information about the algae.

The FlowCam system is used to process samples on a daily-to-weekly basis. Since algal blooms (growth of extremely high numbers of algal cells) can occur far more quickly than the normal reporting time of an outside lab, the FlowCam is necessary for deciding if and when lake treatment is warranted.



While there are different flow cytometers, microscopes, and digital imaging systems available, the FlowCam imaging particle analyzer performs the following three functions all in one instrument. It examines a fluid under a microscope, takes digital images of the magnified particles within the fluid stream, and characterizes the particles using a variety of measurements. The measurements include fluorescence detection capabilities of a flow cytometer with the imaging capabilities of a microscope. The system enables

the user to identify and enumerate phytoplankton and zooplankton and saves an image of each particle and/or organism. Microscopic particle measurements are taken from images quickly enough to produce statistically significant results. Additionally, multiple measurements are taken for each particle, thereby providing the detailed information often needed for a thorough analysis. The addition of specialized software, Visual Spreadsheet, also provides sophisticated post-processing of data. The statistical pattern recognition will automatically classify algae. Using the FlowCam, we can quickly detect, identify, and quantify cyanobacteria, the primary producers of taste and odor compounds as well as cyanotoxins, allowing time to make informed testing and treatment decisions. Without this equipment, samples would have to be analyzed on different instruments and classification and measurements would have to be done manually.

Yokogawa Fluid Imaging Technologies has offered the City a trade-in discount of the previously purchased unit in the amount of \$21,240. If approved, the City will return the existing model after the new model is purchased and installed and staff is trained on the new model. Public Works staff will notify Chris Tomerlin in Finance to retire the traded-in Flowcam model when it is shipped. Yokogawa Fluid Imaging Technologies will provide pre-recorded training modules as well as one-on-one customized sessions free of charge.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is necessary, and staff is recommending it be approved. The purchase is a priority, because continued monitoring of taste and odor issue causing algae is essential to providing quality water to customers.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City,

including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

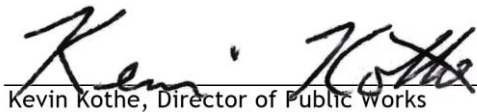
FINANCIAL IMPACT: If approved, \$84,960.00 will be paid out the Water Purification-Capital Outlay Equipment Other than Office account (50100130-72140) for the replacement Flowcam. This is the net price after the trade credit for the old flowcam unit. Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Equipment" on pages 93 and 123.

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

Respectfully submitted for Council consideration.

Prepared by: Jill Mayes, Laboratory Supervisor

Reviewed by:


Kevin Kothe, Director of Public Works

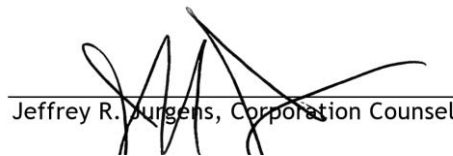
6/1/2021


Carla Murillo, Procurement Manager

6/1/2021


Chris Tomerlin, Budget Manager

6/1/2021


Jeffrey R. Jurgens, Corporation Counsel

6/8/2021


Tara Henry, Legislative Assistant

6/9/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 1B Limited Source Justification_Laboratory FlowCam Replacement 06142021
- PW 1C Quote_Laboratory FlowCam Replacement 06142021
- PW 1D Sole Source_Laboratory Flowcam Replacement 06142021
- PW 1E Flowcam Asset #958

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Yokogawa Fluid Imaging Technologies, Inc. #2391

Amount: \$84,960

Date: 05/25/2021

Description of item/services: Purchase of a FlowCam Particle Analysis System from Yokogawa Fluid Imaging Technologies, Inc. for the water monitoring program for our source water reservoirs.

Justification: In 2006, the City Council approved the purchase of a FlowCam Particle Analysis System from Fluid Imaging Technology. Staff uses the particle analysis system within the water quality monitoring program, with emphasis on algal detection and identification. The purchase of a new FlowCam from Yokogawa Fluid Imaging Technologies, Inc. will continue building upon the knowledge and experience gained since the Division first purchased the analysis system. Staff is proficient with the existing equipment and purchasing the new unit will eliminate the need to completely train staff on a unit, thus saving dollars and valuable time.

By purchasing from Yokogawa Fluid Imaging Technologies, staff will be able to continue to examine in a more efficient manner than other types of imaging technologies. The FlowCam examines fluid under a microscope, photographs digital images of the magnified particles within the fluid and characterizes the particles using a variety of measurements. The system enables staff to identify and enumerate phytoplankton and zooplankton. Microscopic measurements are taken from the images quickly enough to produce statistically significant results. Additionally, multiple measurements are taken for each particle, thereby providing the detailed information often needed for a thorough analysis. The addition of specialized software, Visual Spreadsheet, also provides sophisticated post-processing of data. The statistical pattern recognition will automatically classify algae. Using the FlowCam Cyano, we can quickly detect, identify, and quantify cyanobacteria, the primary producers of taste and odor compounds as well as cyanotoxins, allowing them to make informed testing and treatment decisions. Samples would have to be analyzed on different instruments and classification and measurements would have to be done manually.

Staff is requesting to replace the existing model, because the manufacturer no longer supports the software. Yokogawa Fluid Imaging Technologies has offered the City a trade-in discount of the previously purchased unit in the amount of \$21,240 for a total net cost of \$84,960.00.

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

Kevin Kothe
(Name and Signature of Department Director or Designee)

6/10/2021
Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

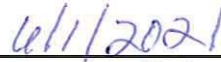
Based on the information provided in Section A and attached supporting documents,

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

Do not concur for the following reason(s):



Name and Signature of Purchasing Agent or Designee



Date

YOKOGAWA

Yokogawa Fluid Imaging Technologies, Inc.

Vendor Contact Information

Prepared By	Savannah Judge	Company Address	200 Enterprise Drive
Title	Business Development - Aquatic Markets		Scarborough, ME 04074
Email	savannah.judge@fluidimaging.com		USA
		Phone	(207) 289-3200
		Fax	(207) 289-3101

Quotation For:

Account Name	City of Bloomington, IL Water Treatment Plant	Phone	(309) 434-2153
Contact Name	Jill Mayes	Email	jmayes@cityblm.org

Address Information

Shipping Address	City of Bloomington, IL Water Treatment Plant Jill Mayes 25515 Waterside Way Hudson IL 61748-9453 USA	Billing Address	City of Bloomington, IL Water Treatment Plant Accounts Payable 109 E. Olive St. PO Box 3157 Bloomington IL 61702-3157 USA
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Quote Information

Quotation for FlowCAM Particle Analysis System	Created Date	5/27/2021
Quote Number 210527-8258	Expiration Date	6/25/2021

Totals

Other Items to Consider	Dimensions of FlowCam: 36 cm wide X 43 cm deep X 38 cm tall, plus 24" monitor. FlowCam instrument has a built-in computer (Windows OS).	Subtotal	\$84,960.00
		Total	\$84,960.00

FlowCam SN259 to be returned to YFT after receipt of new instrument and completion of in-person training. Trade-in discount: 20%.

Terms

Terms	- Price in U.S. Dollars - Customs, Duties, and Taxes not included - Shipping FOB Origin (to specified shipping address above) - Payment Net 30 - Authorization by Yokogawa Fluid Imaging Technologies, Inc. is required prior to order submission if paying by Letter of Credit. Inquire with Sales representative for Letter of Credit requirements. - Financing Available
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Shipment: Within 6-8 weeks

Send Purchase Orders to: orders@fluidimaging.com

Please see detail of Quote Line Items below:

Quote Line Items				
Product	Quantity	Product Description	Sales Price	Total Price
FlowCam Cyano - 633 nm, Color	1.00	Bench Top FlowCam 8400 for Dynamic Imaging Particle Analysis: Color camera, Auto Focus, Auto Image & Laser Trigger Mode, 633 nm laser for fluorescence triggering (Ch 1 700 +/- 10, Ch2 650 +/- 10).	\$90,200.00	\$90,200.00
8000 Aquatic Objective Kit: 4X, 10X	1.00	8000 Series: 4X Objective, FOV300 flow cell, 5 mL syringe pump, 300 µm nitex mesh; 10X Objective, FOV100 flow cell, 1 mL syringe pump, 100 µm nitex mesh. Includes pipette tips and Auto Focus beads.	\$4,250.00	\$4,250.00
Flow Cell - Field of View - 100um x 700um	1.00	8000 Series: 100um Field of View Machined Cuvette Flow Cell with Tubing and Holder (if required). Quantity of 1 cell.	\$2,490.00	\$2,490.00
FOV Cleaning Kit - Aquatic	1.00	Consumable: Includes Luer lock, 20 ml syringe, lens paper, 70 µm cell strainer, 0.22 µm filter, and Citrajel cleaning agent.	\$30.00	\$30.00
FlowCam 8000 Dust Cover	1.00	8000-Series: Dust cover for your FlowCam 8000, FlowCam Macro and FlowCam Cyano.	\$155.00	\$155.00
Installation & Training (US/Canada) - FlowCam 8400, FlowCam Cyano, FlowCam Nano, FlowCam + ADS, FlowCam + LO	1.00	Installation & Training (US/Canada) for the FlowCam 8400, FlowCam Cyano, FlowCam Nano, FlowCam + ADS, FlowCam + LO includes: - Two day onsite installation and training with a YFT technical expert - Access to FlowCam University for 1 year, allowing customers to access training anytime, anywhere with an internet connection (remote sessions not included) - Pricing includes travel and expenses	\$8,000.00	\$8,000.00
8000 Ship Kit: North America (Type B)	1.00	FlowCam 8000 Series: Polyethylene Reusable Shipping Crate and Type B 8000 Accessory Kit (North America and Japan)	\$975.00	\$975.00
Shipping, FlowCam - Domestic (Ground)	1.00	Standard shipping of a FlowCam to continental United States	\$100.00	\$100.00
Discount - Trade In	1.00		(\$21,240.00)	(\$21,240.00)

Warranty

City Manager Tim Gleason Approval Standard Limited Warranty Date Signed

Fluid Imaging Technologies, Inc. ("Seller") warrants that the FlowCAM® product ("Product") purchased by you ("Customer") shall be free from material defects in workmanship and material for a period of one (1) year from the date of shipment by the Seller (the "Limited Warranty"); provided, however, that the Limited Warranty does not cover any consumables (flow cells, flow cell holders, or tubing) or third party manufactured/customer purchased items incorporated in the Product. For Service and Spare/Replacement parts, the Seller also warrants the services we perform and the spare and replacement parts we install, for a period of one (1) year from the date of performance of such services and the date of installation of the spare or replacement parts, respectively. Customer understands and agrees that the Limited Warranty shall only apply if Customer has used the Product in accordance with all specifications, documentation and other information provided to Customer by Seller.

Customer's sole and exclusive remedy and Seller's entire liability under the Limited Warranty shall be (i) at Seller's option, repair or replacement of the Product or any defective Product components (including any labor or other services related thereto), and (ii) all shipping costs related to the repair or replacement of the Product or any defective Product components for both on-site and off-site repairs and replacements.

Any Product or Product components returned to Seller must have prior approval and must reference a Return Material Authorization (RMA) number issued by Seller. In the event Seller determines that the entire Product must be returned to Seller for repair or replacement, such Product must be shipped in its original shipping container to assure adequate protection during transit. If the original shipping container is not available, a new shipping container may be purchased from Fluid Imaging Technologies, Inc. at an additional cost.

The foregoing Limited Warranty is in lieu of all other warranties, written or oral, express or implied, including, but not limited to, a warranty of merchantability, non-infringement, title or fitness for a particular purpose. In no event shall seller be liable for any direct, indirect, consequential, punitive, incidental or any other damages of any kind whatsoever, arising out of or relating to the product, any product components, any specifications, documentation or other information provided to customer in connection with the product, or the limited warrant set forth herein, even if seller has been advised of, or otherwise should have been aware of, the possibility of such damages, and regardless of the legal theory or basis for such claim.

April 7, 2021

The FlowCam® is a unique digital imaging particle analyzer having technology protected by U.S. Patent #6,115,119 and #8,994,945,B2 that embodies the use of novel imaging techniques, fluorescence detection/measurement, and proprietary interactive VisualSpreadsheet™ image recognition software. The FlowCam can only be sourced through Yokogawa Fluid Imaging Technologies, Inc., and their representatives. Yokogawa Fluid Imaging Technologies, Inc. is headquartered in Scarborough, Maine USA .

The patented invention and attributes of the FlowCam instrument include:

- A depth of focus enhancer: an optical device including a unique binary optical element which increases the depth of focus of the imaging system, thereby improving image resolution of particles as small as 3µm. The depth of focus enhancement capability allows for the image acquisition of a large size range of particles in a continuous stream.
- While the FlowCam provides high resolution images for particles as small as 3µm it can also provide high resolution images for particles as large as 1mm.
- A camera triggering mechanism (FlowCam 8400 only) whereby particle fluorescence triggers a signal which results in the imaging of particles passing through the flow chamber. Fluorescent based image acquisition provides for the differentiation of organisms containing pigments (Chlorophyll, Phycocyanin, Phycoerythrin, and/or fluorescing probes) from particles of no interest to the user. Particle images can also be acquired by a user-controlled auto imaging method.
- VisualSpreadsheet software that includes computer algorithms that acquire particle images, particle morphological information, and fluorescence information data, and provide the capability of automated particle identification and classification based on an image recognition algorithm that analyzes the 42 image parameters collected on all particle images.
- FlowCam models being protected by the above mentioned patents are the FlowCam 8400 and FlowCam Cyano (for both fluorescence triggering and auto imaging) and the FlowCam 8100, FlowCam 5000, and FlowCam Macro (for auto imaging only).

The FlowCam is the only device to provide fluorescence data and fluorescence measurement along with visual (monochrome or color) imaging of particles in a continuous flow.

Harry Nelson
Vice President
harry.nelson@fluidimaging.com

CITY OF BLOOMINGTON, IL
FIXED ASSET WORKSHEET

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|famstmnt

[illegible]

TYPE	DESC	ORG	OBJ	PROJ	PERCENT
1	ASSET	5010	16050		
2	CONTRA	50100110	72999		100.00
5	DEPRECIATION EXPENSE	50100110	79060		100.00
6	ACCUMULATED DEPRECIATION	5010	16500		100.00

ORG	OBJ	PROJ	AMOUNT
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CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: June 14, 2021

SPONSOR: Police Department and Fire Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Service Agreement in the amount of \$315,632.49 with Motorola Solutions, as a limited source, for maintenance and repair of console radio equipment used by Police, Fire, and Public Works Departments, as requested by the Police Department and the Fire Department.

RECOMMENDED MOTION:

The proposed Service 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: This agreement provides the City with a comprehensive service and support package covering the digital trunked radio system that is operated by the Communications Center. This radio system provides reliable radio communications for the City Police, Fire, and Public Works departments. The radio system is critical to the function of the above-mentioned operational departments of the City. The radio system allows field personnel to efficiently and effectively communicate and coordinate operations while providing vital services to the citizens of Bloomington.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic; however, this expenditure is necessary because it safeguards the radio communications network of over 400 City radios which provide day-to-day communications for the three largest departments in the City. The finance department has further reviewed the costs associated with the project and believes adequate funding will be available.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the payments are structured as follows: FY2022 for \$77,699.79, FY 2023 for \$78,545.67, FY 2024 for \$79,520.24, FY 2025 for \$79,866.79. Funds for FY 2022 are included in the Communications Center-Other Professional & Technical Services account (10015118-70220). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 238. The Communication Center manager will include the FY 2023, FY 2024, and FY 2025 amounts in those respective year's budgets.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Darren Wolf, Communication Center Manager

Reviewed by:


Gregory A. Scott, Interim Chief of Police

5/24/2021


Carla Murillo, Procurement Manager

5/25/2021


Jeffrey R. Jurgens, Corporation Counsel

6/8/2021


Tara Henry, Legislative Assistant

6/9/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- POL 1B Bloomington 4 year Service Agreement_Redacted
- POL 1C Police Motorola Solutions LSJF



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1370016
Contract Number: USC000007443
Contract Modifier: R16-MAY-2021

Date: 5/1/2021

Company Name: BLOOMINGTON POLICE DEPT

Attn:

Billing Address: 305 S EAST ST

City, State, Zip: BLOOMINGTON , IL, 61701

Customer Contact:

Phone:

Required P.O. :

Customer # : 1000204719

Bill to Tag # :

Contract Start Date : 01-May-2021

Contract End Date : 30-Apr-2025

Anniversary Day : Apr 30th

Payment Cycle : ANNUALLY

PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC1420C	LOCAL INFRASTRUCTURE REPAIR — LOCAL INFRA RPR	\$54,000.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II — SMA — SUAII - MOTO HDW — SUAII - NONMOTO HDW	\$48,150.16
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC — SUAII - FIELD ENG — SUAII - LABOR NONSTD HW — SUAII - PM — SUAII - ST	\$3,861.64
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE — DISPATCH — NETWORK MONITORING — ONSITE SYS SUPPORT-STD — PREVENTIVE MAINTENANCE1 — REMOTE SUS MGT — REPAIR AND RETURN — SECURITY UPDATE SERVICE — SYSTEM TECH SUPPORT — ADVANCE EXCHANGE	\$82,312.00
	SVC02SVC0487A	NICE-SUA II — 3RD PARTY SUA	\$68,710.91
	SVC02SVC0127A	NICE GOLD PACKAGE — THIRD PARTY SUPPORT AGRMNT — WARM TRSF CALL SUPPORT	\$58,597.78



SERVICE AGREEMENT

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Quote Number : QUOTE-1370016
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	Subtotal - Recurring Services	\$26,302.71	\$315,632.49
	Subtotal - One-Time Event Services	\$0.00	\$0.00
	Total	\$26,302.71	\$315,632.49
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

Start	End	Price	Start	End	Price
5/1/21-	4/30/22	\$77,699.79	5/1/23-	4/3/24	\$79,520.24
5/1/22-	4/30/23	\$78,545.67	5/1/24-	4/3/25	\$79,866.79

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

[REDACTED]

CSM

05/01/2021

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Daniel Russ

847-281-6775

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : BLOOMINGTON POLICE DEPT
Contract Number : USC000007443
Contract Modifier : R16-MAY-2021
Contract Start Date : 01-May-2021
Contract End Date : 30-Apr-2025



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
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Quote Number : QUOTE-1370016
Contract Number: USC000007443
Contract Modifier: R16-MAY-2021

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1370016
Contract Number: USC000007443
Contract Modifier: R16-MAY-2021

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1370016
Contract Number: USC000007443
Contract Modifier: R16-MAY-2021

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1370016
Contract Number: USC000007443
Contract Modifier: R16-MAY-2021

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: **Motorola Solutions #689**

Amount: **\$315,632.49**

Date: **05/24/2021**

Description of item/services:

Maintenance, upgrade, and service agreement.

Justification:

This agreement is needed to ensure annual software maintenance, upgrade and support on the digital trunked radio system utilized by the Communications Center, Police, Fire and Public Works Departments. The City has a long-term and established relationship with Motorola Solutions and their authorized manufacturer representatives to provide mission critical radio systems. Their equipment and accessories are proprietary and can only be maintained and upgrade by Motorola Solutions or their authorized manufacturer representatives.

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



(Name and Signature of Department Director or Designee)

May 24, 2021

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

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

Do not concur for the following reason(s):



Name and Signature of Purchasing Agent or Designee

5/24/2021

Date



CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: June 14, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Annual Regional Service Agreement and Payment to the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services in the amount of \$54,000.00 for the fiscal year July 1, 2021 through June 30, 2022, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Agreement and Payment be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The McLean County Regional Planning Commission (MCRPC) has provided long-range planning services to the City of Bloomington, Town of Normal, and McLean County for decades. Their function includes services such as preparation of the Long-Range Transportation Plan, compilation and publication of the community's statistical data, technical assistance with long-range planning (see attached draft FY2022 Unified Work Plan).

Every year, the City of Bloomington and the Commission enter into a Regional Service Agreement (see attached FY2022 RSA) that outlines services the Commission intends to provide to the City over the subsequent twelve months. Additionally, the City pays the Commission a flat service fee in two installments. The Service Agreement and fee are consistent across governmental jurisdictions, and the annual fees, as well as state and federal grants provide operational funding to the Commission. The fee this year is consistent with the fee last year, \$54,000.00.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City of Bloomington, Town of Normal, and County of McLean enter into separate Regional Service Agreements with McLean County Regional Planning Commission annually. All agreements are in the amount of \$54,000.00.

FINANCIAL IMPACT: If approved, the Regional Service Agreement for \$54,000.00 will be paid from the Planning-To McLean County Regional Planning account (10015420-75025). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 266.

COMMUNITY DEVELOPMENT IMPACT: The Regional Planning Commission carries out multiple community development projects within the city and supports Bloomington's planning efforts.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:



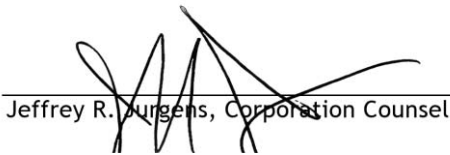
Melissa Holt, Economic and Community Development Director

6/4/2021



Chris Tomerlin, Budget Manager

6/7/2021



Jeffrey R. Jurgens, Corporation Counsel

6/7/2021



Tara Henry, Legislative Assistant

6/9/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 1B Bloomington RSA_FY2022 (MCRPC signed partially executed)
- E&CD 1C MCRPC FY 2022 UWP draft 033121
- E&CD 1D Bloomington Invoice #1(FY22)

REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of the 1st day of July, 2021, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the City of Bloomington (hereinafter referred to as the "City").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2022.

B. Long Range Planning Services

The Commission shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long-range planning work program, including the following activities:

1. Assist the City in the periodic updating of plans and ordinances that pertain to planning and development, including the Comprehensive plan and zoning ordinances and subdivision regulations as needed.
2. Prepare or coordinate the preparation and updating of reports that are an integral part of the McLean County Transportation Study, including the Unified Work Program (UWP), Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP).
3. Maintain a website to post statistical data; plans and studies, and other planning-related information to serve as a resource for local governments and the public.
4. Provide assistance in the preparation of applications for Federal or State funding as needed.
5. Attend meetings of county and municipal government and civic organizations or other groups interested in planning and development as requested and as schedules permit.
6. Provide technical assistance as needed and requested in matters of long range planning and development.

C. Staff

The Commission shall employ a Director of the Commission and other employees as necessary and authorized by the budget. It is agreed by all parties that the City short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above as applicable to the City of Bloomington.

D. Financing

The City of Bloomington will remit to the Commission the sum of FIFTY-FOUR THOUSAND AND 00/100 DOLLARS (\$54,000.00) in two equal installments for the period of July 1, 2021 through June 30, 2022. The City will remit TWENTY-SEVEN THOUSAND AND 00/100 DOLLARS (\$27,000.00) for each installment once in July 2021 and again in January 2022 upon the City's receipt of an invoice for said amount.

Mayor - City of Bloomington

City Clerk - City of Bloomington

Date

Chairperson
McLean County Regional
Planning Commission

Executive Director
McLean County Regional
Planning Commission

6/2/2021
Date

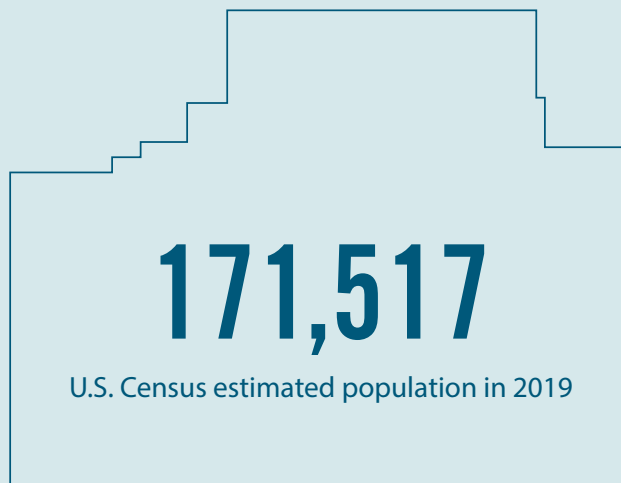
FISCAL YEAR 2022

UNIFIED WORK PROGRAM FY 2022



MCLEAN COUNTY, ILLINOIS
BLOOMINGTON-NORMAL METROPOLITAN PLANNING ORGANIZATION
DRAFT - MARCH 31, 2021





SFY 2022 (JULY 1, 2021–JUNE 30, 2022)

UNIFIED WORK PROGRAM

For Planning and Related Activities to Be Performed by the
McLean County Regional Planning Commission in Cooperation
with Federal, State, and Local Units of Government

The preparation of this report was financed in part through a technical studies grant from the U.S. Department of Transportation: Federal Highway Administration and Federal Transit Administration.

This work program is intended to comply with Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d-1) and Executive Order No. 12898 on environmental justice issued on February 11, 1994. Title VI of the Civil Rights Act (42 U.S.C. 2000-1) states that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, or activity receiving Federal financial assistance." The Executive Order on environmental justice further amplifies Title VI by providing that "each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations." These items are addressed under work elements 300 and 400 of this Unified Work Program, wherein issues relating to policies affecting transportation, housing, employment and other planning considerations affecting minority and low-income populations are addressed.



VISION

MCRPC is the leader for [planning tomorrow's McLean County](#).

MISSION

We bring expert planning, deep local knowledge and vibrant public participation as we shape our future to promote opportunity, livability, and sustainability.

VALUES

REGIONALISM

We believe regionalism is the cornerstone of our existence, and our unique regional perspective provides us the vantage point to address issues that extend beyond traditional boundaries.

- We are the catalyst for building consensus from diverse viewpoints.
- We provide forums that facilitate regional dialogue.
- Our planning process promotes regional unity.

GOVERNANCE

We feel policy decisions are best made by the level of government closest to the people.

- We directly involve local governments in our decision-making process.
- Our process operates through the Commission, an executive board of local government and agency representatives.
- The Commission is supported by the Executive Committee and numerous study, technical, and policy committees.

PROFESSIONALISM & EXCELLENCE

We provide high quality services through well-trained, technically proficient staff.

- We offer informed and professional technical assistance.
- We have a firm commitment to dedicated, high-quality public service.
- We hold ourselves accountable to municipalities, the public, and granting authorities.

SERVICE

We serve the planning needs of communities of McLean County individually and collectively.

- We advance the recognition that healthy communities balance diverse needs.
- We work collaboratively with local governments, area organizations, private entities and other public-private efforts to achieve that balance.

ADVOCACY

We advocate on behalf of our regional community at all levels of government.

- We maintain an objective and impartial approach to issues.
- We adhere to strong standards of professionalism in all aspects of our work for the betterment of our region.

INNOVATION

We recognize our communities are best served by our ability to anticipate the consequences of dynamic change.

- We focus on innovative solutions to both existing and future challenges facing local governments and the region, grounded in respect for our history and culture.

INCLUSION

We engage the public in an open and broadly participatory planning process.

- We seek active participation and welcome alternate views of all groups.
- We ensure that all citizens have the opportunity to observe, debate, question, and participate in the planning process.

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MCLEAN COUNTY TRANSPORTATION COMMITTEES

POLICY COMMITTEE

Mary Kramp, Chairperson
Chairperson, McLean County Regional Planning Commission

Tari Renner
Mayor, City of Bloomington

Chris Koos
Mayor, Town of Normal

Jim Soeldner
Chairperson, McLean County Board Transportation Committee

Scott Neihart
Program Development Engineer, IDOT, District 5

TECHNICAL COMMITTEE

Raymond Lai, AICP, Chair
Executive Director, McLean County Regional Planning Commission

Tim Gleason
City Manager, City of Bloomington

Pamela Reece
City Manager, Town of Normal

Camille Rodriguez
County Administrator, McLean County

Craig Shonkwiler
City Engineer, City of Bloomington

Ryan Otto
Town Engineer, Town of Normal

Jerry Stokes
County Engineer, McLean County

Robert Nelson
Planning and Services Chief, IDOT, District 5

Dan Magee
Federal-Aid Coordinator, IDOT, District 5, Local Roads

Carl Olson
Director, Bloomington-Normal Airport Authority

Mark Peterson
Interim General Manager, Connect Transit

LOCAL GOVERNMENT PLANNING STAFF

Katie Simpson
City Planner, City of Bloomington

Mercy Davison, AICP
Town Planner, Town of Normal

Philip Dick, AICP
Director of Building and Zoning, McLean County

MCLEAN COUNTY REGIONAL PLANNING COMMISSION

COMMISSIONERS

Mary Kramp
Chairperson, County of McLean

Diana Hauman
Vice-Chairperson, City of Bloomington

Bart Bittner
County of McLean

John Burrill
B-N Water Reclamation District

Jim Fruin
County of McLean

Vacant
Unit School District #5

Carl Olson
Bloomington-Normal Airport Authority

Michael Pettorini
Town of Normal

Carl Teichman
Town of Normal

Mark Wylie
Charter School District #87

EXECUTIVE COMMITTEE

Mary Kramp
Chairperson

Diana Hauman
Vice-Chairperson

Bart Bittner

Tim Gleason*
City Manager, City of Bloomington

Pamela Reece*
City Manager, Town of Normal

Camille Rodriguez*
County Administrator, County of McLean

Raymond Lai, AICP*
Executive Director, MCRPC

* Non-voting members

MCRPC STAFF

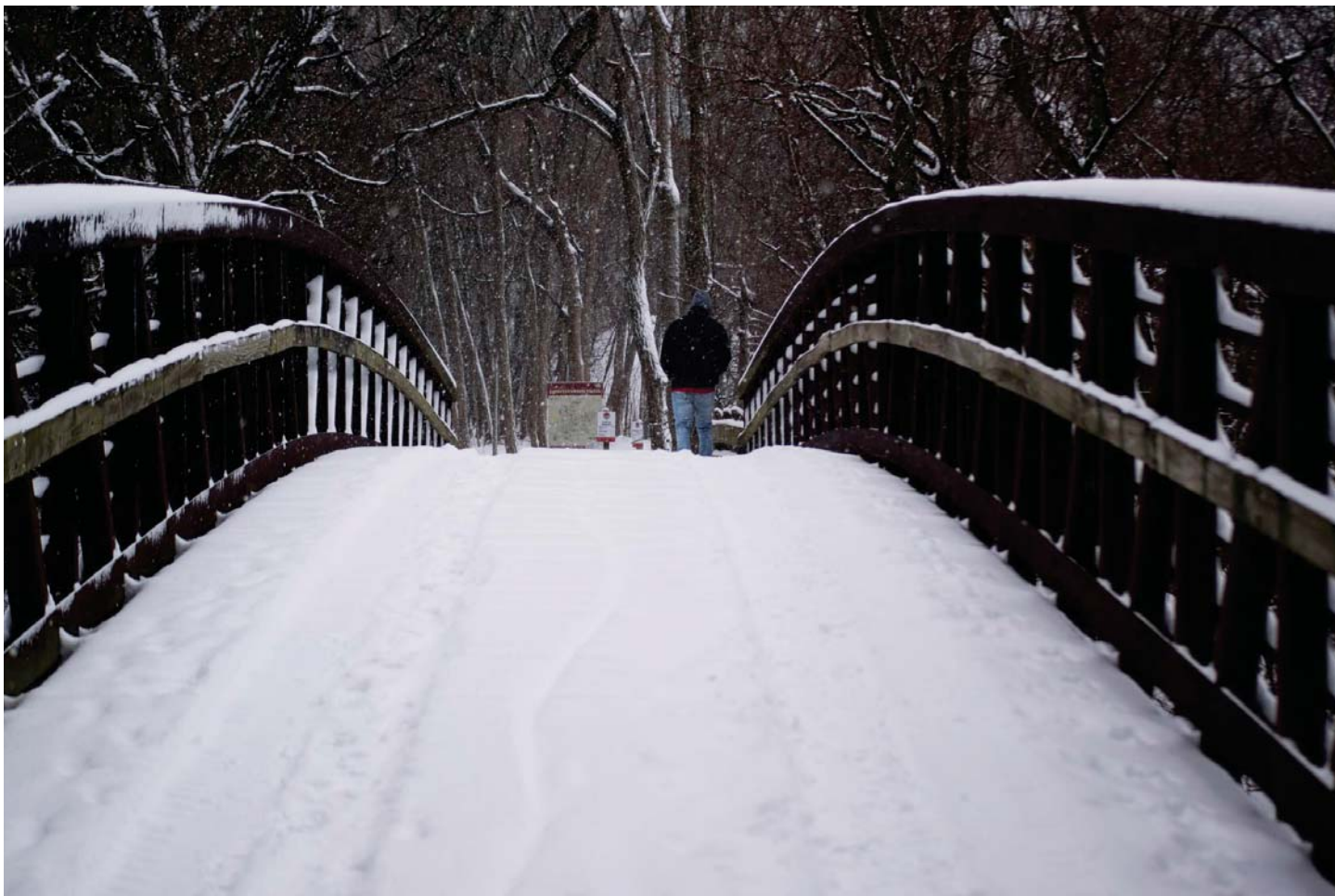
Raymond Lai, AICP
Executive Director

Melissa Robinson
Office Manager/Executive Assistant

Jennifer Sicks, AICP
Senior Planner, Transportation

Lauren Gibson, AICP
Community Planner

Alyssa Cooper
Community Planner



INTRODUCTION

Each year, federally designated Metropolitan Planning Organizations (MPOs) are required to prepare a Unified Work Program (UWP), in cooperation with member agencies, to describe all anticipated transportation planning activities over the course of the upcoming grant fiscal year. As the designated MPO for the Bloomington-Normal urbanized area, the McLean County Regional Planning Commission (MCRPC) developed the UWP for Illinois grant fiscal year 2022 (July 1, 2021 - June 30, 2022) in compliance with the Fixing America's Surface Transportation (FAST) Act.

This Unified Work Program (UWP) serves as a guide for the efficient use of local, state and federal funds to carry out transportation and related planning activities in McLean County, Illinois. The UWP identifies proposed work activities to be carried out in the coming fiscal year and includes a line item budget in support of those activities. The work activities and budget were developed within the broader framework of a projected five-year work program, which reflects both the MCRPC's overall mission and the planning factors identified by the Fixing America's Surface Transportation Act (FAST Act).

The UWP identifies several tasks to be performed in several program categories, taking into account the planning factors identified in the FAST Act. See **Exhibit A, Transportation Related Work Elements and Tasks**. MCRPC will produce the required quarterly reports to the Illinois Department of Transportation Office of Planning and Programming on the progress of the projects identified in the UWP. These reports will act

as a performance dashboard for the tasks and the outcomes identified in the UWP.

NOTE: Prior to 2018, MCRPC's fiscal year was the same as that of the State (July 1 to June 30) and hence the UWP served as the Overall Work Program (OWP) for the agency. Due to regulatory changes in 2018, originating from the Grants Accountancy and Transparency Act (GATA), MCRPC is mandated to be part of McLean County's single audit. This requires that the MCRPC fiscal year match with that of the County (January 1 to December 31). The UWP uses the state fiscal year.

The UWP document will only contain the Transportation Elements of the MCRPC's Overall Work Program (OWP). The UWP will be approved by the MCRPC Transportation Technical and Policy Committees; the OWP will be approved by the Commission. This proposed UWP takes effect July 1, 2021.

EXHIBIT A

FY 2022 Transportation Related Work Elements & Tasks

100 General Administration

101 General Administration

300 Comprehensive Planning & Technical Assistance

301 Regional Comprehensive Plan
302 Coordination of Development Activity
304 Environmental Planning
305 Transportation & Land Use Connection (TLC) Grant Program
306 Other

400 Transportation Planning & Technical Assistance

401 Transportation Administration & Technical Assistance
402 Transportation Improvement Program (TIP)
403 Transportation Management, Complete Streets & Transit Oriented Development
404 Sustainable Transportation Programming
405 Regional Health Initiatives
406 Metropolitan Transportation Plan (MTP)
407 Travel Demand Modeling

***Note:** HSTP, Rural and Special Planning projects are funded by IDOT grants separate from FHWA PL or FTA 5305(d) grants. These project totals are not included in Line Item Budget - Table 2.2, or Program Funding Sources-Table 2.3. Costs associated with the aforementioned projects are detailed in the Project Budget section of the UWP, beginning on page 24 of this report.

500 Data, Technology & Innovation Alliance

501 Research and Outreach
502 Innovative Projects
503 Data Gathering & Dashboard
504 Spatial Data Analysis and Maps

600 Education & Outreach

601 Website and Social Media
602 Outreach Efforts
603 Publications

700* Human Service Transportation Plan

701 Administration and Technical Assistance
702 HSTP updates and monitoring
703 Mobility Management
704 Rural Transit Pilot Project

800* Rural & Special Planning Projects

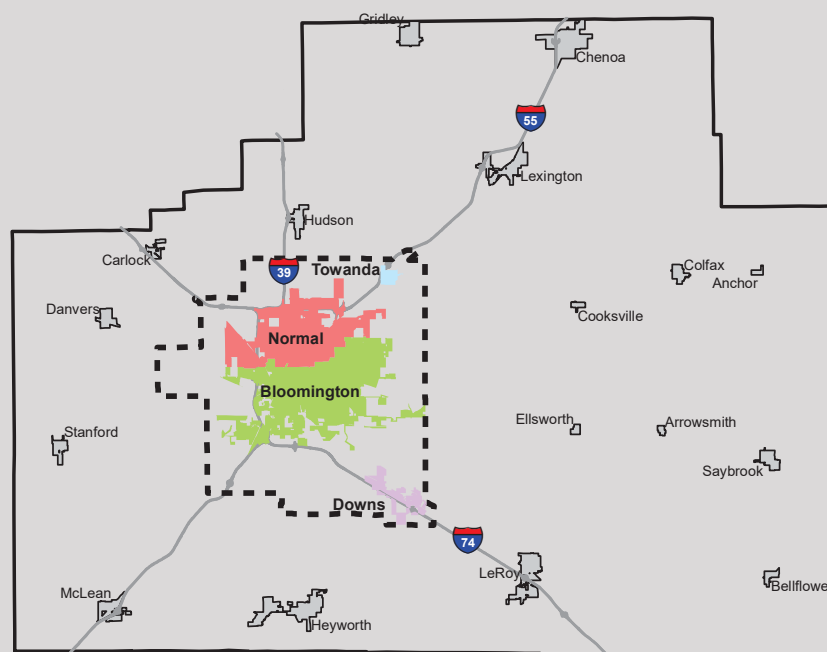
801 Rural Planning Administration
802 Data, Metrics and Maps
803 Planning Toolkit
804 Planning Assistance
805 Programing Support
806 Education and Outreach
807 Other Projects

PURPOSE & ROLE OF A METROPOLITAN PLANNING ORGANIZATION (MPO)

A MPO is a transportation policy-making organization composed of representatives from local government and transportation implementers. The 1962 Federal-Aid Highway Act required the formation of a MPO for all urbanized (metropolitan) areas with a population greater than 50,000. MPOs were established to ensure that existing and future expenditures for transportation projects and programs were based on a comprehensive, cooperative, and continuing (3C) planning process. Federal funding for transportation projects and programs are channeled through this planning process. Over successive authorization cycles leading to the passage and extension of the Fixing America's Surface Transportation Act (FAST Act) in 2015, Congress has added and revised substantive content expected from the 3C process.



MCRPC is the designated MPO for the Bloomington-Normal urbanized area. Current members include the City of Bloomington, Town of Normal, McLean County, Connect Transit and the Bloomington-Normal Airport Authority, along with the Illinois Department of Transportation (IDOT), Federal Highway Administration and Federal Transit Administration. Each year, MPOs are required to prepare a Unified Work Program (UWP) in cooperation with member agencies, to describe all anticipated transportation planning activities over the course of the upcoming state fiscal year. The UWP is an essential step in the development of a continuing, cooperative, and comprehensive (3C) transportation planning process in an urbanized area.



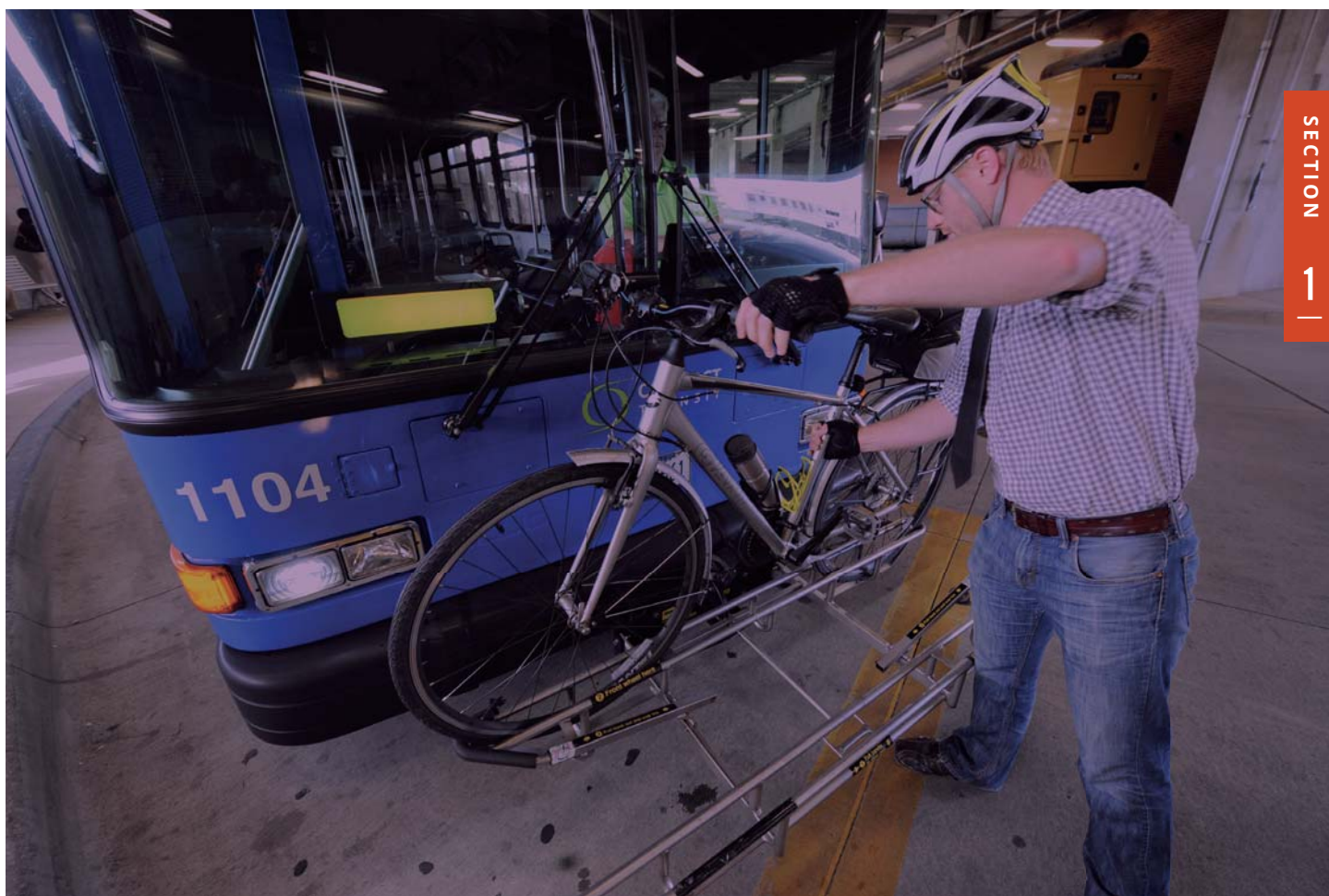
Dotted line delineates the McLean County Metropolitan Planning Area

Fixing America's Surface Transportation (FAST) Act

The FAST Act was signed into law in 2015—the first federal law in a decade to provide multi-year funding for surface transportation infrastructure planning and investment. It addresses all modes of transportation and enhances many of the existing provisions and programs defined in past transportation legislation. The FAST Act was extended in 2020, with an expiration date of September 30, 2021. A new transportation bill is under discussion, with preliminary proposals from both branches of Congress and the Biden Administration. The extended FAST Act defines ten specific planning factors to be considered when developing transportation plans and programs in a metropolitan area to ensure consistency with national goals and objectives:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and non-motorized users.
4. Increase the accessibility and mobility options available to people and for freight.
5. Promote efficient system management and operation.
6. Local planned growth and economic development patterns.
7. Protect and enhance the environment, promote energy conservation, improve quality of life, and promote consistency between transportation improvements and state and enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation.
10. Enhance travel and tourism.





PROJECTED FIVE-YEAR WORK PROGRAM



The MCRPC actively monitors development and is actively engaged in the periodic updates of plans to ensure maximum effectiveness and applicability. These philosophies are embedded in the MCRPC's long range planning strategy and are reflected in the Projected Five-Year Work Program. The five-year program will be updated and extended each year as part of the annual process of preparing the OWP. The projected five-year work program will continue to be an important component of the UWP as it serves to illuminate the vision of the work that lies ahead.

Exhibit B

Projected Five-Year Strategic Priorities (Adopted: March 7, 2018)

Work Element by Category	Activity by Fiscal Year				
	2020	2021	2022	2023	2024
*Rural and special planning					
Regional Comprehensive Plan					
Regional housing initiatives					
Coordination of development activity					
Regional economic development efforts					
*Regional Energy Plan					
*Regional environmental planning					
*Neighborhood planning/Historic Preservation					
Transportation Administration					
Complete streets, TOD and placemaking					
Regional health initiatives					
BN Mobile: Metropolitan Transportation Plan					
Multi-modal travel demand modeling					
Human Service Transportation Planning					
Tracking and reporting data					
Toolkit of best practices and resources					
Data gathering and dashboards					
Spatial data and maps					
Research, education, and advocacy on technology					
*Establish innovation district					
* Technology pilot projects					
*Regional technology plan					
Website, and social media					
Outreach					
Publications					
Professional development					

..... Ongoing activities
 — Intense activities
 Activity specifics unknown at this time

Note: Strategic priorities identified with an * are unfunded or underfunded at the time these priorities were approved by the Executive Committee and the Commission. The exact scope of work activities will be determined based on the availability of funding during each fiscal year.

Organizational Structure

MCRPC's work programs are carried out through the interaction of Commission members, elected officials, governmental agencies, and staff. This interaction is graphically illustrated in **Exhibit C**. Commission membership is composed of eleven citizens nominated by major units of government and appointed by the McLean County Board. The current Commission membership is listed on page 6 of this report.

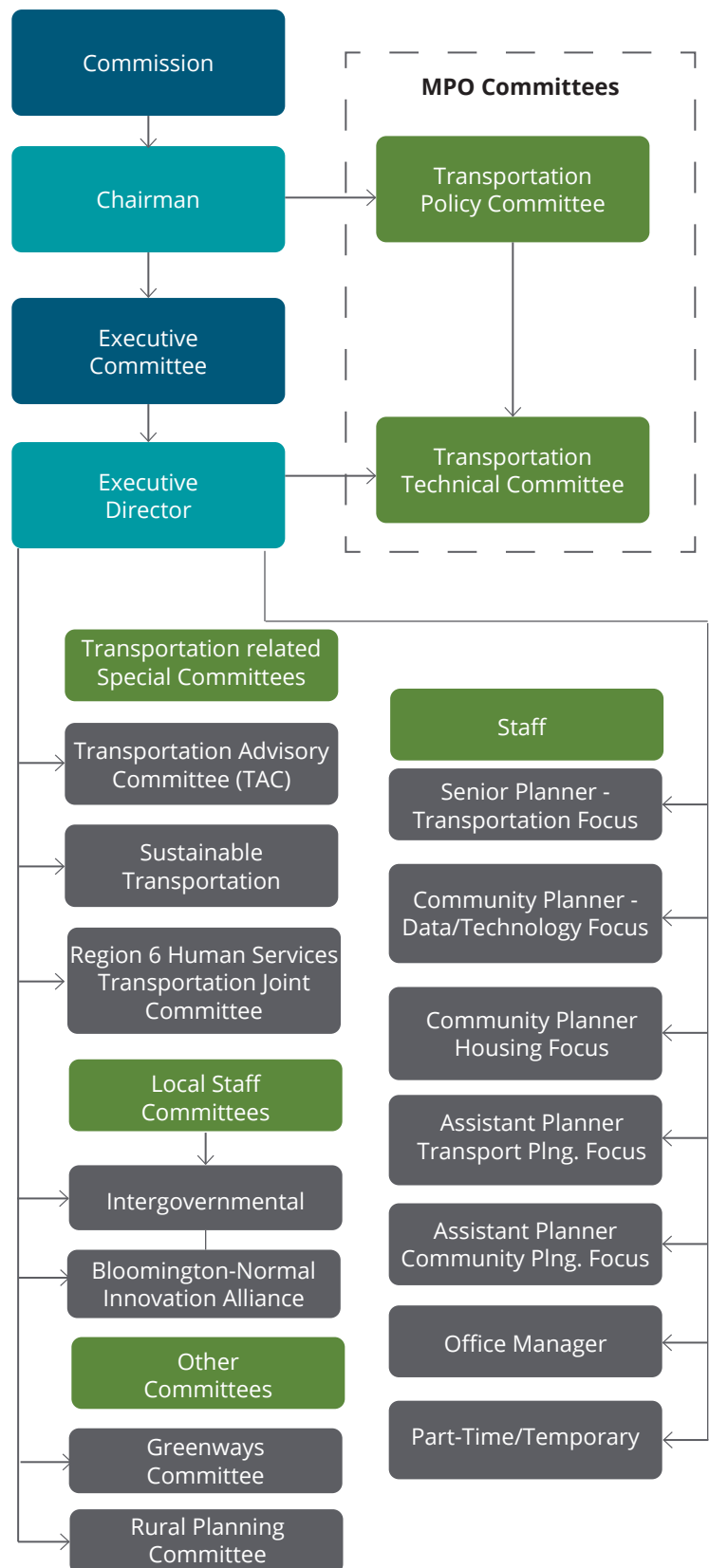
MCRPC interacts with local and state officials through the Transportation Technical and Policy Committees (membership listed on Page 6). The Commission interacts with local elected officials through the Commission Chairperson, who is also the permanent chair of the Transportation Policy Committee. The Policy Committee also provides for interaction with Illinois Department of Transportation officials as well as local and state elected officials.

At the staff level, the Commission Chairperson chairs the Executive Committee, which includes three voting Commissioners, and the McLean County Administrator, and the City Managers of Bloomington and Normal and the Executive Director of MCRPC who serve as the non-voting members. The Executive Director of the MCRPC participates in each of the above committees and is the permanent chair of the Transportation Technical Committee. This committee reports to the Transportation Policy Committee on transportation matters and includes management and engineering staff from the City of Bloomington, Town of Normal, McLean County, Bloomington-Normal Airport Authority, Connect Transit and the Illinois Department of Transportation. All final action is taken by the Policy Committee, which is chaired by the Chairperson of MCRPC, and includes the Chair of the County Board Transportation Committee, the mayors of Bloomington and Normal, and a representative of IDOT District 5.

MCRPC staff also facilitates a variety of Advisory Committees, including various transportation committees, local committees and others as identified in **Exhibit C**. In addition, staff participates in the McLean County Wellness Coalition, Historic Route 66 Bikeway, Solid Waste Technical, Greenways and other committees to coordinate activities between local and regional planning staffs in each of major work element.

Exhibit C

MPO Structure



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PROGRAM SUMMARY AND BUDGET



This section presents an overview of the UWP for the coming year. It presents the estimated total staffing requirements and costs to carry out the identified work activities and includes a line item budget. Also included is a summary of anticipated funding by source and project.

Staffing Requirements

The work program provides for seven (7) full time staff members. In addition to the Executive Director, the budgeted staff positions include office manager, senior transportation planner, two community planners and two assistant planners, and temporary/part-time staff.

Table 2.1 lists the staff allocations to complete the programmed work activities.

Costs

The total estimated cost to implement this work program is **\$626,383.36**. The anticipated line item costs are illustrated in *Table 2.2*, along with a breakdown of allocations to direct costs. Direct costs are chargeable to specific projects and include salaries and non-salary costs, such as materials, services and supplies used directly on projects. Indirect costs, which also include both salaries and non-salary costs, cannot be related to specific projects. Such costs include general administration, supplies, and equipment costs.

The budget provides for 14 different line item expenses, each applied as direct costs. These line item expenses are shown in Table 2.2 and discussed briefly below.

Salaries and Fringe Benefits

Salaries and benefits account for nearly 70% of the budget and constitute the largest expense. Seven (7) full time staff members are eligible for fringe benefits, which include the Illinois Municipal Retirement Fund, group insurance, paid vacations, paid sick leave, paid holidays, and unemployment insurance.

Advertising/Legal Notices

Advertising is a direct expense and includes event advertising, advertising for employment, public hearing and other required notices.

Copy Machine Expenses

Includes paper, staples, envelopes and other copy machine related expenses.

Contractual Services and Sub Awards

Contractual payment for services performed for MCRPC in accordance with terms and conditions of a written contract. This line item includes: expenses for data analysis and expenses for a research fellow through Illinois State University, and may also encompass consultant services.

Dues and Memberships

Professional dues for the staff and subscriptions for the agency.

Table 2.1

Allocation of Staff Hours by Work Element

UWP CODE	Project	Executive Director	Senior Planner	Assistant Planner - C	Assistant Planner - T	Community Planner 1	Community Planner 2	Office Manager	Part-Time Professional	TOTAL
100	General Administration	700	200	50	75	140	150	1200	0	2,515
300	Comprehensive Planning	350	350	325	150	450	400	50	465	2,540
400	Transportation Planning	250	775	430	900	50	75	200	0	2,680
500	Data, Technology & Innovation	250	0	275	200	1,210	0	50	500	2,485
600	Education and Outreach	100	0	225	100	0	50	50	0	525
700	HSTP*	20	600	290	450	0	0	100	0	1,460
800	Rural & Special Planning *	100	25	55	25	50	0	100	50	405
TOTAL		1,770	1,950	1,650	1,900	1,900	675	1,750	1,015	12,610

***Note:** HSTP, Rural Planning and Special Planning projects are funded by IDOT grants separate from FHWA PL or FTA 5305(d) grants. Hence the project totals are not included in Line Item Budget - Table 2.2, or Program Funding Sources-Table 2.3. Costs associated with the aforementioned projects are detailed in the Project Budget section of the UWP beginning on page 24 of this report.

Letterheads and Printed Forms

Letterheads, printed envelopes or any special type of form which is printed for a particular use that cannot be purchased in open stock.

Non-Contract Services

Payment for specific services not covered elsewhere such as time keeping software, survey software, and document design services.

Operating & Office Supplies

Minor operational and office supplies, including: paper for copiers & printers, paper plates, cups, etc.

Other Equipment

Copy charges by a third party, includes expenses associated with copy machine rental.

Postage

Direct expenses for mailed items, including stamps, UPS and/or equivalent services, etc.

Purchase of Computers & related equipment

Equipment and furnishings purchased such as: computer accessories, calculators, computer monitors,

Schooling & Conferences (includes parking)

Travel and expenses for eight conferences (mileage, flight tickets, train tickets, hotel costs, meals at the per diem rates per State of Illinois schedule, and conference registration).

Software License Agreement

Adobe and GIS software licenses, dashboards, website, travel demand modeling, data acquisition, and maintenance.

Travel Expenses (not used for training)

Any travel expenses incurred in conducting MCRPC business including travel to meetings and other project-related travel within the State of Illinois.

Telephone Expenses

Payment for telephone service and support for 10 telephones.

Table 2.2

Line Item Budget

Expense Item	Direct Costs	Percent of Budget
Salaries & Fringe	\$429,407	68.55%
Advertising/Legal Notices	\$4,100	<1%
Copy Machine Expense	\$3,000	<1%
Contractual Services and Sub Awards	\$45,449	7.26%
Consultants	\$94,000	15%
Dues & Memberships	\$4,200	<1%
Letterheads and Printed Forms	\$7,501	1.2%
Non-Contract Services	\$8,218	1.31%
Operating & Office Supplies	\$3,750	<1%
Other Equipment	\$1,740	<1%
Postage	\$255	<1%
Computers and Related Equipment	\$11,000	1.76%
Schooling & Conferences (incl parking)	\$7,199	1.15%
Software License Agreement	\$1,411	<1%
Travel Expense (not associated with training)	\$3,974	<1%
Telephone Expenses	\$1,200	<1%
TOTAL	\$626,383	

Note: As in Fiscal Year 2021, MCRPC is not claiming Indirect Cost for Fiscal Year 2022.

Funding

Funding for this year's work program will come from the sources indicated in **Table 2.3** and **Chart 2.1**. Federal transportation funds will continue to account for a significant part of the MCRPC budget with Federal Highway Administration (FHWA-PL) funds and Federal Transit Administration (FTA-5305(d)) funds totaling at \$377,107. State Metropolitan Planning Funds of \$94,277 provide the required local match. The Regional Service Agreements with Bloomington, Normal, and McLean County provide local match requirements for various projects and fund the Transportation and Land Use Connection (TLC) program. Funding identified as Local comes from the Special Planning Services Agreement with Connect Transit, and MCRPC Reserve Funds. The total amount provided by local funding sources is \$155,000, including \$117,500 from the Regional Service Agreement (shared equally among Bloomington, Normal, and McLean County), \$22,500 from MCRPC Reserve Funds, and \$25,000 from the Special Planning Services Agreement with Connect Transit.

Table 2.3

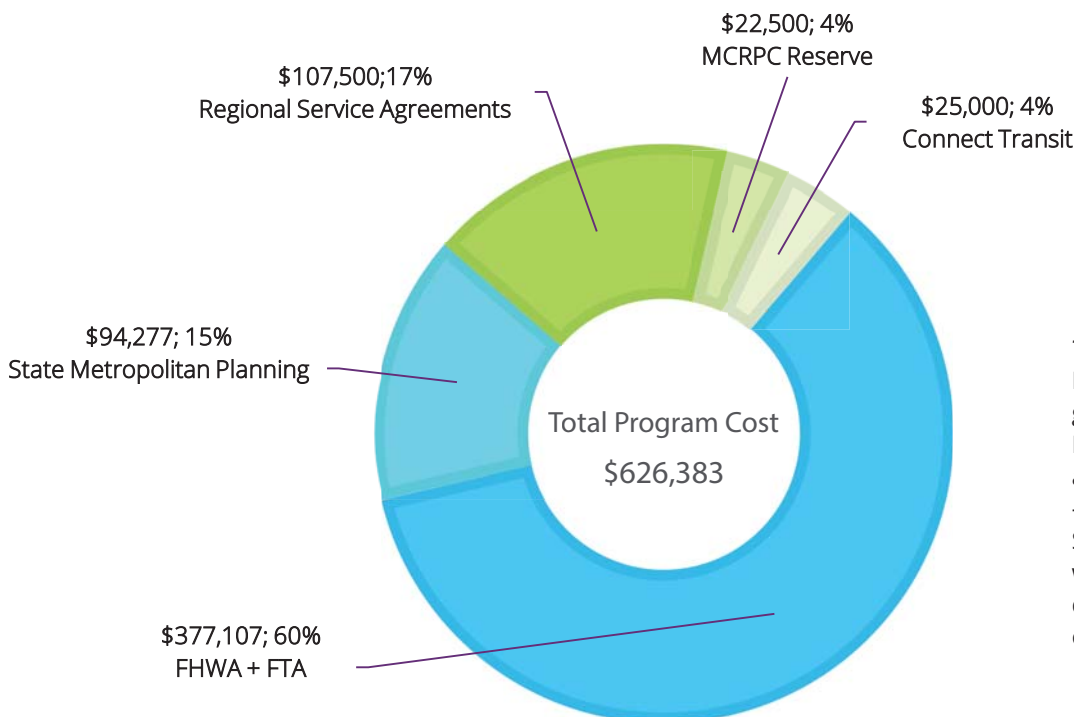
FY 2022 Program Funding Sources

UWP CODE	Program and Project	Budgeted Amount	FTA Section 5305(d)	State Metro	Technical Service/Local
100	General Administration	\$157,541	\$108,033	\$20,008	\$22,500
300	Comprehensive Planning & Technical Assistance	\$211,204	\$100,963	\$25,241	\$85,000
400	Transportation Planning & Technical Assistance	\$123,470	\$76,376	\$19,094	\$28,000
500	Data Gathering, Technology & Innovation Alliance	\$102,662	\$72,530	\$18,132	\$12,000
600	Education & Outreach	\$31,507	\$19,206	\$4,801	\$7,500
	TOTAL	\$626,383*	\$377,107	\$94,277	\$155,000

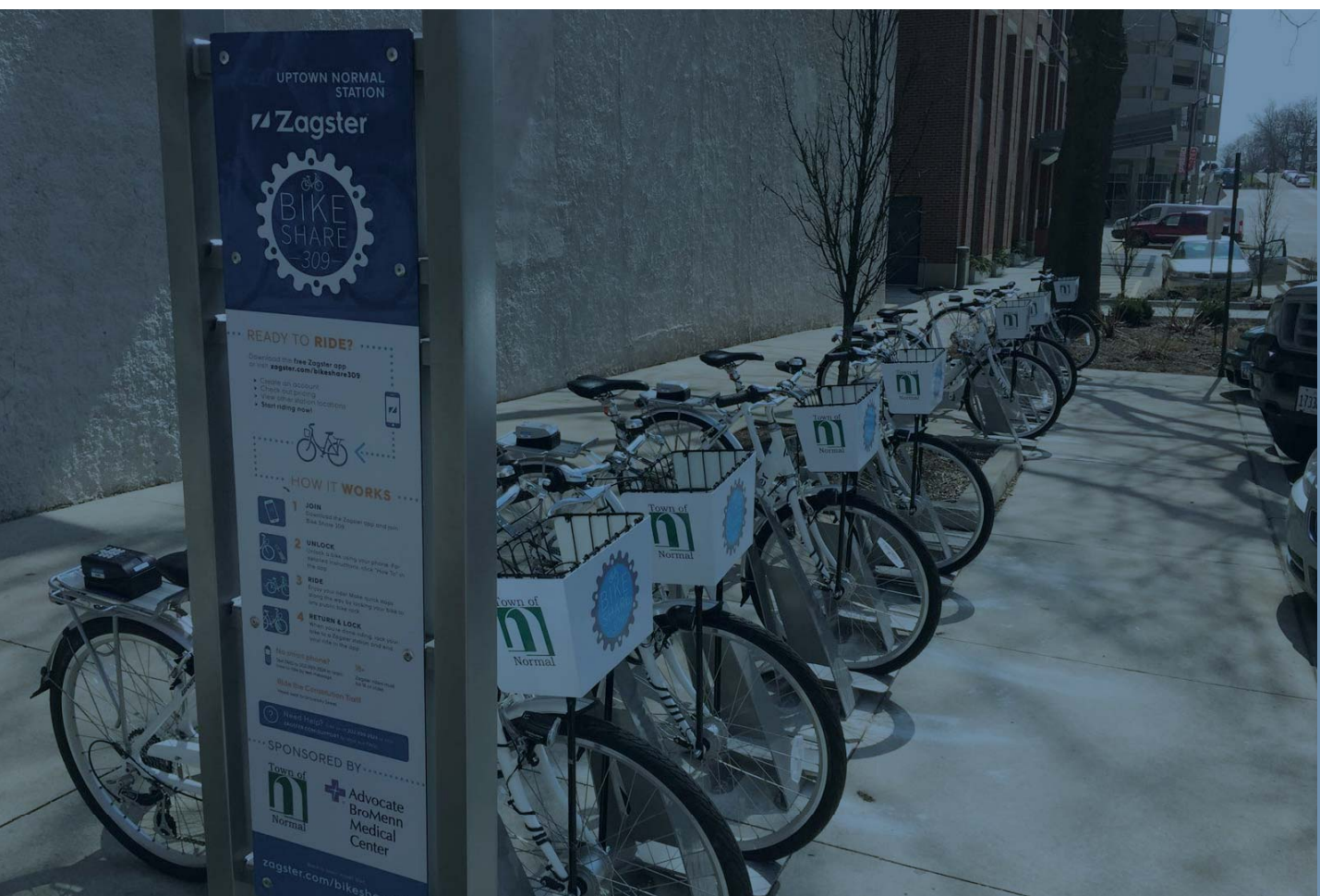
*Adjusted for rounding

Chart 2.1

FY 2022 Program Funding Sources



*Note: HSTP, and Rural & Special Planning projects are funded by IDOT grants separate from FHWA PL or FTA 5305(d) grants. The project totals are not included in Line Item Budget - Table 2.2, or Program Funding Sources-Table 2.3. Costs associated with the aforementioned projects are detailed in the Project Budget section of the UWP.



CONTRACT COSTS



This section presents the scope of services of transportation planning activities to be included in the contract between MCRPC and the Illinois Department of Transportation (IDOT) for the Bloomington-Normal metro area. It identifies line item costs and total agency costs as well as the methodology used to allocate costs. It also summarizes the projected funding levels for transportation related planning activities. This section concludes with a presentation of itemized cost reports for PL and Section 5305(d) funding.

Scope of Services

Those activities in which the Illinois Department of Transportation will participate with federal metropolitan planning funds and FTA Section 5305(d) funds are shown in Exhibit A.

These activities will result in the following major end products by work element:

Work Element 100—General Administration

FY 2022 UWP and OWP; FY 2021 McLean County audit report; Quarterly and annual performance reports; Monthly financial reports; and other correspondence.

Work Element 300—Comprehensive Planning

Comprehensive Planning work products for the fiscal year include consistency reviews, compilation of GIS data sets needed to conduct the regional comprehensive plan, spatial analysis and rural comprehensive plan for one rural community in McLean County.

Work Element 400—Transportation Planning

FY 2022–FY 2026 Transportation Improvement Program; Regional Transportation Dashboard; Travel Demand Model; implementation of LRTP and development of the 2022 MTP; updates of Title VI and Public Participation plans, reports on completed transportation projects, and other plans or reports relating to transportation.

Work Element 500—Data Gathering, Technology, Innovation Alliance

Major work products include spatial analysis and web-based dashboards, educational programs, and pilot/test projects.

Work Element 600—Education and Outreach

MCRPC website and social media updates; periodic newsletters; and presentations to the community.

Projected Funding

Determining projected funding levels is an important part of the programming and budgeting process. Sections 2 and 4 of this report address this subject in detail. Table 3.1 summarizes the projected funding for PL and Section 5305(d) work activities programmed for FY 2022.

Table 3.1

Projected Funding for Transportation Planning Elements

FHWA PL Funds + FTA 5305(d) Funds	\$377,107	80%
State Metropolitan Planning Funds	\$94,277	20%
TOTAL FUNDS	\$471,383*	100%
*Adjusted for rounding.		

Cost Allocation Methodology



Project Cost Allocation Methodology and Itemized Cost Reports

The cost allocation methodology was developed in accordance with federal planning guidelines for the purpose of allocating funding for MCRPC program areas and transportation program areas in particular. It is presented in order to document the procedures employed in developing this work program. It outlines the procedure used to allocate project costs. The allocation of line item budget costs for FHWA PL and FTA Section 5305(d) funds are presented in Table 3.2. Table 3.3 identifies the total costs for each work element, along with the amount (80%) to be reimbursed by PL and Section 5305(d) funds and 20% by State Metro Planning Funds. This report provides a guide for monthly project billings and provides a means to gauge the relative progress towards completing each program area.

Table 3.2

FY 2022 Budget by Cost Item

Cost Item	Federal Funding	State Metro	Total Amount
	FHWA/FTA		
	80%	20%	100%
Personnel Cost (Wages+ Fringes)			
Executive Director	\$78,225.08	\$19,556.27	\$97,781.35
Senior Planner—Transportation	\$39,178.73	\$9,794.68	\$48,973.41
Assistant Planner—Community Planning	\$22,828.68	\$5,707.17	\$28,535.85
Assistant Planner - Transportation Planning	\$25,586.12	\$6,396.53	\$31,982.65
Community Planner 1	\$46,605.46	\$11,651.37	\$58,256.83
Community Planner 2	\$14,387.79	\$3,596.95	\$17,984.73
Office Manager	\$29,585.15	\$3,596.95	\$36,981.44
Part-Time professional	\$10,359.57	\$2,589.89	\$12,949.46
Total for Personnel Services	\$266,756.59	\$66,689.15	\$333,445.73
Advertising/Legal Notices	\$2,332.08	\$583.02	\$2,915.09
Book/Videos/Publications	\$0.00	\$0.00	\$0.00
Copy Machine Expense	\$1,953.38	\$488.34	\$2,441.72
Contract Services	\$27,961.36	\$6,990.34	\$34,951.70
Consultants	\$47,012.50	\$11,753.12	\$58,765.62
Dues & Memberships	\$2,758.51	\$689.63	\$3,448.14
Letterheads & Printed Forms	\$3,984.03	\$996.01	\$4,980.04
Non-Contract Services	\$4,928.48	\$1,232.12	\$6,160.60
Operating & Office Supplies	\$2,274.31	\$568.58	\$2,842.88
Other Equipment	\$1,179.48	\$294.87	\$1,474.35
Postage	\$174.86	\$43.72	\$218.58
Purchase of Computers & Related Equipment	\$7,563.93	\$1,890.98	\$9,454.91
Schooling & Conferences (include parking)	\$4,427.24	\$1,106.81	\$5,534.05
Software License Agreement	\$978.99	\$244.75	\$1,223.74
Travel Expense (not associated with training)	\$1,998.06	\$499.51	\$2,497.57
Telephone Expense	\$822.89	\$205.72	\$1,028.62
Total Direct Expenses	\$110,350.10	\$27,587.52	\$137,937.62
Total Cost	\$377,106.69	\$94,276.67	\$471,383.36

Table 3.3

Itemized Cost Report for FHWA and FTA Funds

	Program Category	Total Program Category Charges	FHWA & FTA Contract Limiting Amount
100	General Administration	\$157,541	\$108,033
300	Comprehensive Planning and Technical Assistance	\$211,204	\$100,963
400	Transportation Planning and Technical Assistance	\$123,470	\$76,376
500	Data Gathering, Technology & Innovation Alliance	\$102,662	\$72,530
600	Education & Outreach	\$31,507	\$19,206
TOTAL		\$626,383	\$377,107



PROJECT BUDGETS



The annual work program identifies individual elements and tasks to be initiated or completed during the fiscal period. This section provides a brief description of each project and identifies the output to be achieved. It also considers the major tasks to be completed for each project and defines the estimated staffing requirements by staff position needed to complete those tasks. Also addressed in this section are total estimated costs to complete the work scheduled for each project.

Work Element 100—General Administration

This work element encompasses the general administration and support of the 3C transportation process to ensure that state and local partners maintain eligibility for the use of federal transportation funds to improve area surface transportation systems.

Accomplishments during FY 2021

- Timely submission of financial and project reports.
- Completion of County FY 2020 audit with no significant findings.
- Continuing practice reflecting decision not to use indirect rate structure.
- Creation of FY 2022 UWP (July 1, 2021 - June 30, 2022).
- Creation of FY 2021 OWP (January 1, 2021 - December 31, 2021).
- Management of multi-tiered grants from disparate sources.

Planned activities during FY 2022

Task 101—General Administration All general administration tasks including but not limited to: budget, finance, and HR management; coordination of meetings; grant and contract management.

Work products

FY 2022 (State Fiscal Year) UWP and OWP (County fiscal year), quarterly and annual performance reports, monthly financial reports, other correspondence, descriptions of advisory groups along with roles and responsibilities of membership and each groups' project priorities, and hiring of two assistant planners.

GENERAL ADMINISTRATION BUDGET

Non-Salary Expenses

Advertising/Legal Notices	\$100
Books/Videos/Publications	\$0
Copy Machine Expense	\$2,500
Contract Services and Sub Awards	\$12,781
Consultants	\$10,000
Dues and Memberships	\$2,000
Food	\$0
Letterhead and Printed Forms	\$501
Non-Contract Services	\$1,109
Operating & Office Supplies	\$500
Other Equipment	\$1,740
Postage	\$255
Purchase of Computers & related equipment	\$10,000
Schooling & Conferences (incl parking)	\$1,717
Software License Agreement	\$861
Travel Expense (not associated with training)	\$474
Telephone Expenses	\$1,200
TOTAL MINUS FRINGE	\$45,718

Salaries

Staff Position	Time (Hours)	Dollar Total
Executive Director	700	\$52,674
Senior Planner—Transportation	200	\$9,996
Assistant Planner—Community Planning	50	\$1,450
Assistant Planner—Transportation Planning	75	\$2,175
Community Planner 1	140	\$5,451
Community Planner 2	150	\$5,818
Office Manager	1,200	\$34,259
Part-Time professional	0	\$0
TOTAL	2,515	\$111,823

TOTAL PROJECT COSTS	\$157,541
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Funding Sources

IDOT-PL + FTA Section 5305(d)	\$108,032.67
State Metro Planning Funds	\$27,008.17
MCRPC Reserve Fund	\$22,250
Total Funding	\$157,541

Work Element 300—Comprehensive Planning & Technical Assistance

This component seeks to improve coordination between land use and transportation planning in a manner that supports the economic vitality of the metropolitan area. It strives to promote smart growth, protect and enhance the environment, promote energy conservation and improve the quality of life and place in the Bloomington-Normal urbanized area.

Accomplishments during FY 2021

- Collaboration with the Historic Route 66 Bikeway, Greenways and other committees to identify and manage grants
- Continued rural community planning research and data gathering
- Provided assistance and consultation to City staff, health coalitions, not-for-profit organizations, educational institutions and other entities working towards implementing comprehensive plans

Planned activities during FY 2022

Task 301 — Regional Comprehensive Plan Conduct rural planning activities such as data and information gathering in support of these efforts. Establish partnerships with a variety of agencies to carry out these activities. This work will feed into the Regional Comprehensive Plan scheduled to begin in FY 2022.

Task 302—Coordination of Development Activity Work with municipal and other partners to track the progress of the plans, coordinate intergovernmental meetings to monitor development activity for consistency with adopted plans, continued organization and hosting of Intergovernmental Staff Committee to maintain active collaboration between city, town, county, and other government stakeholders, maintain and update Consistency Review forms, and work with McLean County GIS for integration of development monitoring process with GIS.

Task 304—Environmental Planning Partner with Ecology Action Center in regional energy planning and air quality maintenance planning.

Task 305—Transportation & Land Use Connection (TLC) Grant Program Through this program, MCRPC will provide support for implementation of projects identified in the Comprehensive Plan and the LRTP.

Task 306—Other: Other projects that may arise in support of this element.

Work products

Reports regarding Intergovernmental Committee development review, rural data development and coordination, planning project implementation, Regional Energy Plan development, plan tracking tool progress, an interactive consistency review form, and TLC Program grants and implementation.

COMPREHENSIVE PLANNING & TECHNICAL ASSISTANCE BUDGET

Non-Salary Expenses

Advertising/Legal Notices	\$1,500
Books/Videos/Publications	\$0
Copy Machine Expense	\$500
Contract Services and Sub Awards	\$10,261
Consultants	\$84,000
Dues and Memberships	\$0
Food	\$0
Letterhead and Printed Forms	\$5,500
Non-Contract Services	\$2,500
Operating & Office Supplies	\$1,500
Other Equipment	\$0
Postage	\$0
Purchase of Computers & related equipment	\$0
Schooling & Conferences (incl parking)	\$1,500
Software License Agreement	\$0
Travel Expense (not associated with training)	\$3,500
Telephone Expenses	\$0
TOTAL	\$110,761

Salaries

Staff Position	Time (Hours)	Dollar Total
Executive Director	350	\$26,337
Senior Planner—Transportation	350	\$17,494
Assistant Planner—Community Planning	325	\$9,427
Assistant Planner—Transportation Planning	150	\$4,351
Community Planner 1	450	\$17,522
Community Planner 2	400	\$15,515
Office Manager	50	\$1,427
Part-Time professional	465	\$8,370
TOTAL	2,540	\$100,443

TOTAL PROJECT COSTS **\$211,204**

Funding Sources

IDOT-PL + Section 5305(d)	\$100,963.20
State Metro Grants	\$25,240.80
Regional Service Agreements	\$85,000.00
Total Funding	\$211,204

Work Element 400—Transportation Planning & Technical Assistance

This work element encompasses activities that directly support the implementation of the projects and programs outlined in the 2017 Long-Range Transportation Plan (LRTP), and preparation for the 2022 Metropolitan Transportation Plan.

Accomplishments during FY 2021

- Completed transition to McLean County program accounting with FY 2021 Unified Work Program
- Completed the Go:Safe McLean County Action Plan (Vision Zero) and developed an implementation strategy
- Initiated the Vision Zero Network recognition process
- Management of the Town of Normal PASER pavement condition survey and analysis
- Established the McLean County Transportation Management Consortium by intergovernmental agreement
- Participation in FHWA/FTA Health in Transportation Framework Test; preparation of case study

Planned activities during FY 2022

Task 401—Transportation Administration & Technical Assistance Manage transportation committee meetings and activities; provide technical assistance on transportation projects and day-to-day operations of supporting the regional transportation system. This includes review of local transportation projects and plans, issuing RFQs and managing consultants for special transportation studies, applying for and administering grants.

Task 402—Transportation Improvement Program (TIP) Preparation and development of annual TIP update for the implementation of area transportation projects over five-year periods. Tasks include publicizing and holding hearings and meetings on TIP projects, and amendments or administrative modifications to the TIP.

Task 403—Transportation Management, Complete Streets & Transit-Oriented Development Implement Action Plan for Go:Safe McLean County, and develop a continuing community engagement program for the project, identify regional opportunities for system management, advocate for implementation of complete streets policies, work with Connect Transit on implementation of their plans, review and guide transit-oriented development and complete streets implementation.

Task 404—Sustainable Transportation Programing Support expansion of sustainable transportation programs for all modes, continuing development of Intelligent Transportation Systems regional inventory, support the Greenways Committee and promote greenways initiative, integrate statewide model development and local data, and expand collection of transportation environmental impact data.

Task 405— Regional Health Initiatives MCRPC partners with the McLean County Wellness Coalition and other partners to promote active transportation and other health initiatives. MCRPC will build upon its participation in the FHWA/FTA assessment of the Health in Transportation Corridor Planning Framework process.

Task 406—Metropolitan Transportation Plan (MTP) Monitor progress; support implementation, and begin development of 2022 Metropolitan Transportation Plan with a planning horizon of 2050.

Task 407—Travel Demand Modeling Continue updating and maintaining the regional travel demand model and its capabilities for modeling multi-modal trips, travel patterns and freight movements.

Work products

2045 Long-Range Transportation Plan updates or amendments, FY 2022-2026 Transportation Improvement Program, updated Travel Demand Model, Draft 2050 Metropolitan Transportation Plan, and report on regional transportation management activities and outcomes.

TRANSPORTATION PLANNING & TECHNICAL ASSISTANCE BUDGET

Non-Salary Expenses	
Advertising/Legal Notices	\$2,500
Books/Videos/Publications	\$0
Copy Machine Expense	\$0
Contract Services and Sub Awards	\$10,247
Consultants	\$0
Dues and Memberships	\$800
Food	\$0
Letterhead and Printed Forms	\$0
Non-Contract Services	\$2,000
Operating & Office Supplies	\$250
Other Equipment	\$0
Postage	\$0
Purchase of Computers & related equipment	\$0
Schooling & Conferences (incl parking)	\$982
Software License Agreement	\$0
Travel Expense (not associated with training)	\$0
Telephone Expenses	\$0
TOTAL MINUS FRINGE	\$16,779

Salaries

Staff Position	Time (Hours)	Dollar Total
Executive Director	250	\$18,812
Senior Planner—Transportation	775	\$38,736
Assistant Planner—Community Planning	430	\$12,472
Assistant Planner—Transportation Planning	900	\$26,105
Community Planner 1	50	\$1,947
Community Planner 2	75	\$2,909
Office Manager	200	\$5,710
Part-Time professional	0	\$0
TOTAL	2,680	\$106,691

TOTAL PROJECT COSTS	\$123,470
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Funding Sources

IDOT-PL + Section 5305(d)	\$76,375.62
State Metro Grants	\$19,093.90
Connect Transit Service Agreement	\$25,000.00
Regional Service Agreements	\$3,000.00
Total Funding	\$123,470

Work Element 500—Data, Technology & Innovation Alliance

This work element is geared towards measuring the outcomes of plans and programs facilitated or led by MCRPC. Work to be completed in this element incorporates research, technology, and data to inform our planning practices through the usage of dashboards, spatial data, and data analysis. This element also includes research and participation in regional smart cities efforts (Bloomington-Normal Innovation Alliance).

Accomplishments during FY 2021

- Established performance metrics, baselines and targets, as appropriate, in the recently adopted long-range plans
- Continued BN Vitals economic dashboard updates of over 220 metrics and continued maintenance of other interactive dashboards on different planning topics
- Launched regional study of 5G infrastructure installation and impacts
- Participation in Bloomington-Normal Innovation Alliance
- Continued development of maps and interactive story maps
- Performed data analysis on various subject matters
- As a data hub for McLean County, continued to fulfill data requests from external community partners or the public
- Created new housing dashboard using Tableau
- Utilized open-source technologies to automate data gathering efforts, freeing up staff time and enhancing the transparency and the reliability of MCRPC analyses

Planned activities during FY 2022

Task 501—Research & Outreach MCRPC is committed to bringing research and education on open data, smart cities and technology to a variety of stakeholders in McLean County and to continue participating in the Bloomington-Normal Innovation Alliance.

Task 502—Innovative Projects Rapid change and innovative practices in transportation and land use are ongoing challenges for planning. MCRPC seeks opportunities for innovation. MCRPC will work with local government partners to test ideas that will showcase progress, minimize risk, and eventually scale up implementation.

Task 503—Data Deploy a series of tools and technologies to gather and present data in an accessible and easy to comprehend format. This may include metrics on economic development, housing, transportation, environment, land use, health, education and more, and may also build data resources for MCRPC and the community.

Task 504—Spatial Analysis & Maps Gather, analyze, and distribute spatial data. Many planning-related spatial data collection efforts are conducted individually by municipality. These data will be of greater regional benefit when unified into regional layers and presented in maps covering the whole urban area or county.

Work products

Projects related to Bloomington-Normal Innovation Alliance, Pilot Projects, Data Dashboards, Spatial Data and Maps.

WORK ELEMENT 500 — DATA, TECHNOLOGY & INNOVATION ALLIANCE

Non-Salary Expenses

Advertising/Legal Notices	\$0
Books/Videos/Publications	\$0
Copy Machine Expense	\$0
Contract Services and Sub Awards	\$5,580
Consultants	\$0
Dues and Memberships	\$400
Food	\$0
Letterhead and Printed Forms	\$1,000
Non-Contract Services	\$1,500
Operating & Office Supplies	\$1,500
Other Equipment	\$0
Postage	\$0
Purchase of Computers & related equipment	\$1,000
Schooling & Conferences (incl parking)	\$1,000
Software License Agreement	\$550
Travel Expense (not associated with training)	\$0
Telephone Expenses	\$0
TOTAL MINUS FRINGE	\$12,530

Salaries

Staff Position	Time (Hours)	Dollar Total
Executive Director	250	\$18,812
Senior Planner—Transportation	0	\$0
Assistant Planner—Community Planning	275	\$7,976
Assistant Planner—Transportation Planning	200	\$5,801
Community Planner 1	1,210	\$47,116
Community Planner 2	0	\$0
Office Manager	50	\$1,427
Part-Time professional	500	\$9,000
TOTAL	2,485	\$90,132

TOTAL PROJECT COSTS	\$102,662
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Funding Sources

IDOT-PL + Section 5305(d)	\$72,530
State Metro Planning Funds	\$18,132
Regional Service Agreements	\$12,000
Total Funding	\$102,662

Work Element 600—Education & Outreach

This work element involves educating the community on the importance of their engagement in planning for the future of their community. It involves gathering meaningful input on transportation and comprehensive plans from residents (including corporate, institutional and not-for-profit citizens) of all walks of the community utilizing both traditional and non-traditional methods.

Accomplishments during FY 2021

- Expanded awareness of MCRPC, its role, purpose, and programs in the community through multiple high-profile projects, including the Regional Housing Initiatives and Census 2020
- Continued to develop community partnerships with over 150 agencies, organizations and not-for-profit entities
- Continued modifications to the MCRPC website to accommodate technologies facilitating access and participation by the public and stakeholders, during increased COVID-19 constraints
- Created short on-line GIS class for McLean County Museum of History Futures in History Camp, teaching students in grades 4-6 how to make online maps of their communities

Planned activities during FY 2022

Task 601—Website, Social Media & Online Program Activities: Expand the capacity of the MCRPC website as a resource for planning and community development information, expand website technical competency to support information hub and interaction in circumstances where pandemic constraints persist, and share relevant updates and resources through MCRPC social media channels

Task 602—Outreach Efforts: Educational and outreach activities aligned with identified priorities, providing forums for public, private and not-for profits to come together to discuss common growth and development aspects, bringing subject matter experts to the community, presentations within the community on growth and development activities, presentations at state and national conferences about community accomplishments, and adapt outreach efforts to limits contingent on state contagion directives.

Task 603—Publications: Publish newsletters and reports highlighting innovative planning practices and implementation in the community.

Work products

MCRPC website and social media updates, public promotion thereof and online delivery of program activities as needed, elevated technical capacity of mcplan.org, updated Public Participation Plan, and editions of newsletters.

EDUCATION & OUTREACH, & PROFESSIONAL DEVELOPMENT BUDGET

Non-Salary Expenses

Advertising/Legal Notices	\$0
Books/Videos/Publications	\$0
Copy Machine Expense	\$0
Contract Services and Sub Awards	\$6,580
Consultants	\$0
Dues and Memberships	\$1,000
Food	\$0
Letterhead and Printed Forms	\$500
Non-Contract Services	\$1,109
Operating & Office Supplies	\$0
Other Equipment	\$0
Postage	\$0
Purchase of Computers & related equipment	\$0
Schooling & Conferences (incl parking)	\$2,000
Software License Agreement	\$0
Travel Expense (not associated with training)	\$0
Telephone Expenses	\$0
TOTAL MINUS FRINGE	\$11,189

Salaries

Staff Position	Time (Hours)	Dollar Total
Executive Director	100	\$7,525
Senior Planner—Transportation	0	\$0
Assistant Planner—Community Planning	225	\$6,526
Assistant Planner—Transportation Planning	100	\$2,901
Community Planner 1	0	\$0
Community Planner 2	50	\$1,939
Office Manager	50	\$1,427
Part-Time professional	0	\$0
TOTAL	525	\$20,318

TOTAL PROJECT COSTS **\$31,507**

Funding Sources

IDOT-PL + Section 5305(d)	\$19,206
State Metro Planning Funds	\$4,801
Regional Service Agreements	\$7,500
Total Funding	\$31,507

Work Element 700—Human Services Transportation Plan (HSTP)

The Human Services Transportation Plan is designed to meet the needs of transportation disadvantaged people, including persons with disabilities, individuals with lower incomes, older adults and racial and ethnic minorities. MCRPC administers the Illinois Department of Transportation Human Services Transportation Plan process for Region 6, a five-county area in East Central Illinois which includes Ford, Iroquois, Kankakee, Livingston, and McLean Counties. MCRPC staff serve as regional coordinators, facilitating program and resource coordination among governments, transportation providers, and social service agencies throughout the region. The MCRPC transportation planner also serves as the Program Compliance Oversight Monitor (PCOM) for McLean County.

Accomplishments during FY 2021

- Maintained regional joint committee during pandemic restrictions
- Updated catalogue of data resources
- Maintained HSTP dashboard and web content with updated information and mapping

Planned activities during FY 2022

Task 701—HSTP Administration & Technical Assistance Continuing support of the regional human service transportation organization, including coordinating the quarterly meetings, consultation with state and local agencies regarding improvements for non-emergency medical transport services and coordination with Veterans' Administration staff to streamline veterans' access to transportation to medical service providers.

Task 702—HST Plan Updates & Progress Monitoring Update the Region 6 plan guided by the IDOT Office of Intermodal Program Implementation (OIPI) documentation of plan requirements, incorporate stakeholder outreach and input, seek Region 6 Policy Committee adoption and acceptance by IDOT-OIPI, and monitor progress in performance measures and achieving targets.

Task 703—Mobility Management & Technical Assistance Establish an internal process for assistance to the public and referral to providers, work with the service providers, social service organizations, the Veterans' Administration, hospitals and other medical providers to facilitate transportation connections. Maintain the HSTP dashboard of data, maps, service provider information and other resources. Enhance the HSTP web page on MCRPC's website, including the regional HSTP dashboard of data and information to enable easy access to participating agencies and the general public within Region 6 and beyond.

Task 704—Program and Project Compliance Review: The Coordinator will conduct program reviews and vehicle inspections as directed by IDOT-OIPI staff and submit reports as to findings. Coordinator will assist participating agencies in program and vehicle management as needed.

Work products

Rural HST Plan draft and public outreach report, Quarterly and Annual Progress Reports, HSTP expanded content on the MCRPC website, and HSTP dashboard development.

HSTP BUDGET

Non-Salary Expenses

Advertising/Legal Notices	\$1,500
Books/Videos/Publications	\$0
Copy Machine Expense	\$0
Contract Services and Sub Awards	\$2,000
Consultants	\$0
Dues and Memberships	\$600
Food	\$0
Letterhead and Printed Forms	\$0
Non-Contract Services	\$0
Operating & Office Supplies	\$1,000
Other Equipment	\$0
Postage	\$0
Purchase of Computers & related equipment	\$0
Schooling & Conferences (incl parking)	\$0
Software License Agreement	\$0
Travel Expense (not associated with training)	\$943
Telephone Expenses	\$0
TOTAL MINUS FRINGE	\$6,043

Salaries

Staff Position	Time (Hours)	Dollar Total
Executive Director	20	\$1,505
Senior Planner—Transportation	600	\$29,989
Assistant Planner—Community Planning	290	\$8,411
Assistant Planner—Transportation Planning	450	\$13,052
Community Planner 1	0	\$0
Community Planner 2	0	\$0
Office Manager	100	\$2,855
Part-Time professional	0	\$0
TOTAL	1,460	\$55,812

TOTAL PROJECT COSTS	\$61,855
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Funding Sources

Illinois Department of Transportation (Service Agreement)	\$61,855
Total Funding	\$61,855

Work Element 800—Rural & Special Planning Projects

Rural Planning funds will be utilized to extend the MCRPC planning services to rural communities located outside of the Bloomington-Normal MPO boundaries but within McLean County.

Accomplishments during FY 2021

- Conducted direct Census outreach to rural communities and stakeholders
- Expanded Rural Planning Data Dashboard
- Developed a contact/volunteer base for the regional comprehensive plan

Planned activities during FY 2022

Task 801—Rural Planning Administration This activity includes management and administrative activities, not attributable to specific rural program activities. Ensure coordination of rural transportation planning activities with MPO transportation activities and Human Service Transportation Planning for Region 6 activities

Task 802—Data, Metrics, and Maps Gather and distribute spatial and tabular data on transportation, housing, land use and other elements that affect rural community planning. Distribute this data using dashboard technologies, analyze rural data and create analysis reports that provide insights into subjects like demographic changes or commuting patterns. Provide GIS/Mapping assistance based on the need and availability of resources.

Task 803—Rural Planning Toolkit Compile and maintain local, regional, state, and national level resources, tools and best practices that help with rural community development and make them available in an interactive format via the MCRPC website.

Task 804—Rural Community Planning Assistance Assist rural communities with transportation and community planning as needed. Tasks may include creating/updating comprehensive and transportation plans, and creating/updating relevant ordinances.

Task 805—Rural Community Programming Support Provide grant writing and other assistance as needed by rural communities. Support programs related to transportation, land use, housing, economic development, health, or other aspects that will have an impact on rural community planning.

Task 806—Rural Education and Outreach Maintain a rural planning web page on MCRPC's website in a format that consolidates rural planning matters and develops information regarding rural planning. Create and distribute newsletters focused on community issues and concerns in Rural McLean County. Conduct regular in-person outreach to establish rural community networks, identify gaps and needs, and educate rural communities on available resources through MCRPC.

Task 807—Other Projects Assist with programs/projects that are in alignment with the grant and arise during the grant period but are currently unknown.

Work products

Establishing a McLean County Rural Advisory Committee, preparation of agendas, notices, minutes and memorandums, preparation of regular financial and progress reports, creation of a Rural Community data dashboard with variety of spatial and tabular data, Interactive rural planning toolkit, and at least one newsletter dedicated to McLean County Rural Community issues.

RURAL & SPECIAL PLANNING PROJECTS BUDGET

Non-Salary Expenses

Advertising/Legal Notices	\$1,500
Books/Videos/Publications	\$0
Copy Machine Expense	\$0
Contract Services and Sub Awards	\$3,030
Consultants	\$0
Dues and Memberships	\$0
Food	\$0
Letterhead and Printed Forms	\$0
Non-Contract Services	\$250
Operating & Office Supplies	\$0
Other Equipment	\$0
Postage	\$750
Purchase of Computers & related equipment	\$0
Schooling & Conferences (incl parking)	\$1,818
Software License Agreement	\$0
Travel Expense (not associated with training)	\$855
Telephone Expenses	\$0
TOTAL MINUS FRINGE	\$8,203

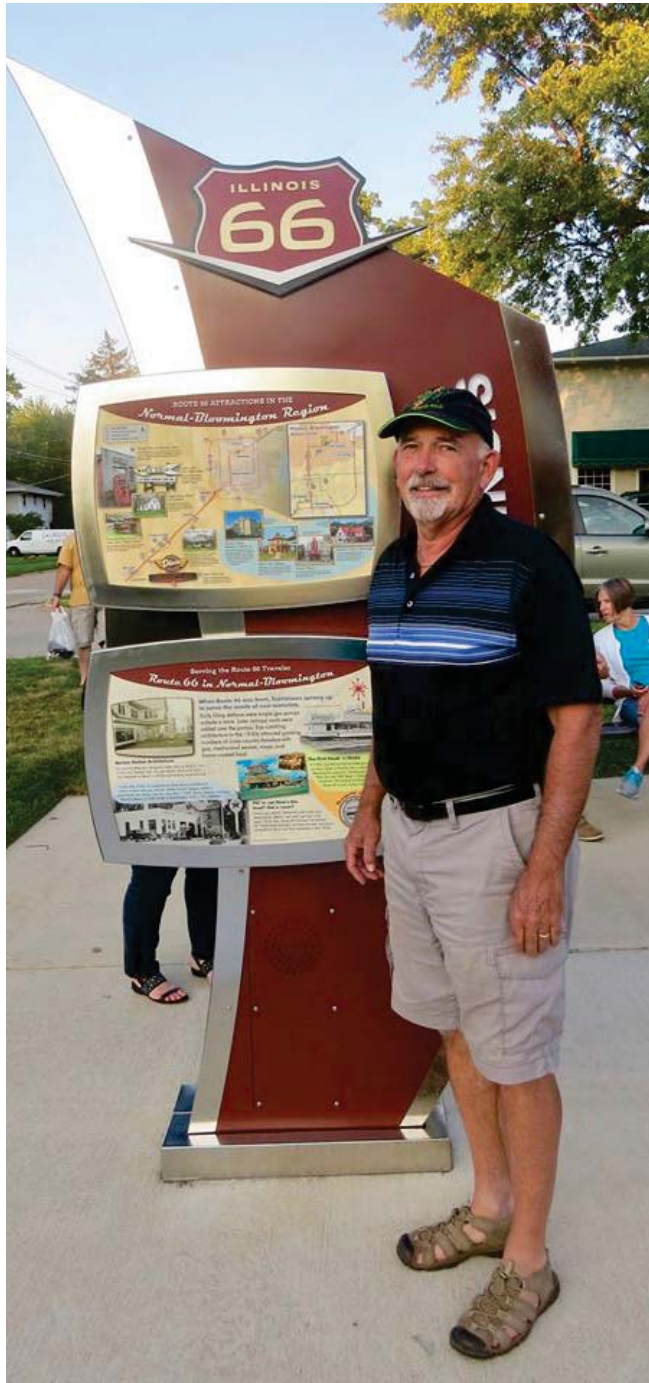
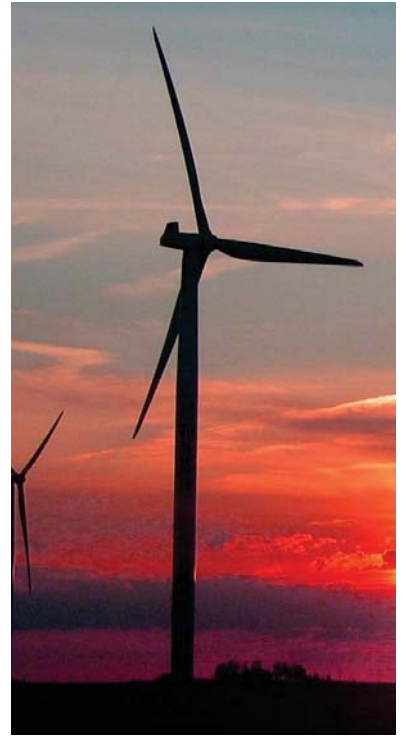
Salaries

Staff Position	Time (Hours)	Dollar Total
Executive Director	100	\$7,525
Senior Planner—Transportation	25	\$1,250
Assistant Planner—Community Planning	55	\$1,595
Assistant Planner—Transportation Planning	25	\$725
Community Planner 1	50	\$1,947
Community Planner 2	0	\$0
Office Manager	100	\$2,855
Part-Time professional	50	\$900
TOTAL	405	\$16,797

TOTAL PROJECT COSTS	\$25,000
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Funding Sources

MCRPC Reserve Fund	\$15,000
Regional Service Agreements	\$10,000
Total Funding	\$25,000



115 E. Washington Street, #M103
Bloomington, Illinois 61701
(309) 828-4331

www.mcplan.org

INVOICE

Please make your check payable to McLean County Regional Planning Commission, and *please include a copy of this form with payment.* Thank you for your attention to this matter.

To City of Bloomington

Regional Planning Commission Invoice No. FY2022 BLM#1

Date July 1, 2021

Amount \$27,000.00

Description of Services FY2022 Regional Service Agreement (Invoice 1 of 2)

Terms Net

Due Date Upon Receipt

Notes:



115 E. Washington M103

Bloomington, IL 61701

P: 309-828-4331

F: 309-827-4773

W: www.mcplan.org



CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: June 14, 2021

SPONSOR: Police Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution to Authorize Waiving the Formal Bidding Requirements and Approve the Purchase with Acme Sports, Inc. for Sig Sauer Handgun Systems, in the amount of \$81,495, as requested by the Police Department.

RECOMMENDED MOTION:

The proposed Resolution be approved.

STRATEGIC PLAN LINK:

- Goal 4. Strong Neighborhoods
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4a. Residents feeling safe in their homes and neighborhoods
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Police Staff have completed extensive research into various handguns and determined the Sig Sauer P320 PRO handgun system to be the best fit for the City and are requesting authorization to waive the formal bidding requirements. Currently, the department issues a Sig Sauer P229R DAK, 40. caliber handgun if the officer isn't providing their own duty weapon. These pistols were issued in 2013 and are beginning to experience wear and tear related malfunctions during training.

Points considered when recommending the purchase include:

- This purchase would ultimately save the department in cost, over keeping existing weapons and making repairs when considering parts, labor, shipping and handling, credits, funds from officer purchases of existing weapons, and the future cost of ammunition.
- The 9mm round provides an ammunition cost reduction by approximately 20% per current Illinois State bid pricing when compared to the .40 caliber round.
- The overall cost to the City would be reduced by another \$19,840 when counting officer purchases of the existing weapons (funds go to general fund - not directly to cost).
- The Sig Sauer P320 9mm handgun is a smaller, modular designed pistol allowing for the grip to be changed to fit the hand of the officer, which is important to officer performance.
- This purchase would allow the department to return to a single department-issued duty weapon versus having some officers carry their own personal weapons.
- Finally, the department doesn't have enough weapons not in use to cover the wait times while weapons would be out of service for refurbishing.

If the purchase is approved, one hundred and forty (140) of the Sig Sauer P320 PRO handgun systems will be purchased at a cost of \$689 each. Each officer currently carrying a Sig Sauer 229R pistol will be afforded the opportunity to purchase their current firearm for \$320 with the proceeds going to the cost of the new firearm and accessory purchases. Handguns that are not purchased by the officer will be traded in for a \$365 credit per firearm. The estimated costs are as follows:

Description	Quantity	Unit Cost	Total Cost
Sig Sauer P320 Handgun Systems	140	\$689.00	\$96,460.00
Trade-in Credit	41	Credit - \$365.00	(\$14,965.00)
Net Cost to Purchase New Handgun Systems			\$81,495.00
Officer Purchase of Prior Weapon	62	Credit - \$320.00	(\$19,840.00)

All transfers will take place utilizing the ATF federal form 4473 and background checks through the Illinois State Police as would any civilian transfer of firearm ownership in Illinois. There will be no special considerations except the waiver of the three-day waiting period (allowable in law) due to the firearm being a Police duty weapon.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority because handguns are critical for the safety of the officer and public. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, \$81,495 will be paid after trade credit to purchase the replacement handguns. This will be paid from the Police-Other Supplies account (10015110-71190). Stakeholders can locate this in the FY 2022 Budget Book titled “Budget Overview & General Fund” on page 233. The \$19,840 to be received from officers purchasing their 2013 City issued handguns will be recorded in the Police-Other Miscellaneous Revenue account (10015110-57990) and can be located on page 231.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Gregory Scott, Interim Chief of Police

Reviewed by:



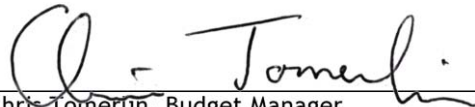
Gregory A. Scott, Interim Chief of Police

5/21/2021



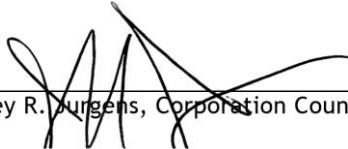
Carla Murillo, Procurement Manager

5/24/2021



Chris Tomerlin, Budget Manager

5/25/2021



Jeffrey R. Jurgens, Corporation Counsel

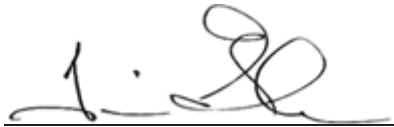
6/8/2021



Tara Henry, Legislative Assistant

6/10/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- POL 2B Resolution for Bid Waiver Police Sig Sauer Handgun Systems
- POL 2C Acme Sports Quote

RESOLUTION NO. 2021 - ____

**A RESOLUTION TO AUTHORIZE WAIVING THE FORMAL BIDDING
REQUIREMENTS AND APPROVE THE PURCHASE WITH ACME SPORTS, INC.
FOR SIG SAUER HANDGUN SYSTEMS, IN THE AMOUNT OF \$81,495**

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

WHEREAS, Police Staff completed extensive research into various handguns and have determined the Sig Sauer P320 PRO handgun system to be the best fit for the City due to the modular design that allows for the grip to be changed to fit the hand; and

WHEREAS, the new handgun utilizes a 9mm round which is estimated to reduce the ammunition costs by approximately twenty percent (20%), and

WHEREAS, the Police Department will return to a single issued duty weapon; and

WHEREAS, the cost of one hundred and forty (140) Sig Sauer P320 PRO handgun systems is \$96,460 which will be reduced by \$14,965 with a trade-in credit for a total cost of \$81,495, and

WHEREAS, the cost will be further offset by sixty-two (62) officers purchasing their prior weapons for a total credit back to the Police Department of \$19,840, and

WHEREAS, during the extensive research with various vendors who could supply this handgun, Police Staff found Acme Sports Inc. to be the vendor who exhibited expertise and knowledge of the handgun, and who could provide the City with the lowest cost; and

WHEREAS, City staff requests the formal bidding process be waived and the City Manager be authorized to approve the purchase with Acme Sport Inc. for the Sig Sauer P320 PRO handgun systems for the Police Department.

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

That the recitals set forth above are incorporated herein, and the City Manager, or designated representatives, are authorized to secure the purchase with Acme Sports Inc. and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this 14th day of June 2021.

APPROVED this ____ day of June 2021.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk



ACME SPORTS, INC.

P.O. Box 432

800 E. Tipton Street

SEYMOUR, INDIANA 47274

Ph. (812) 522-4008 Fax (812) 522-4009

Email: acmesports@comcast.net

Date: 4/23/2021

PO#:

Subject: Agency Sig Sauer Quote

To: Bloomington Police Dept.--IL

Part Number	Description	Quantity	Cost	Total
W320CA-9-BXR3-	P320, 9MM, 3.9IN, PRO, BLK, STRIKER, X-RAY 3 SUPP SIGHTS, MOD POLY X	140	\$689.00	\$96,460.00
PRO-RXP-6	GRIP, (3) 17RD STEEL MAG, ROMEO1PROGMOA, RAIL			
69264	TLR-1 HL Earless screw Black with White LED	140	\$119.00	\$16,660.00
69424	TLR-7A Flex -Includes high switch, low switch, CR123A lithium battery, and key kit - Box	140	\$119.00	\$16,660.00
44ND61BKR	Blackhawk T-Series L3D Black RDS Sig P320 w/TLR 1, RH	140	\$115.00	\$16,100.00

other accessories to be purchased separately.



CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: June 14, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 4

SUBJECT: Consideration and action on an Ordinance Approving the Vacation of an Easement in Southgate Commercial Plaza Subdivision, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Ordinance 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
-Objective 3a. Retention and growth of current local businesses

BACKGROUND: Public Works is recommending approval of the subject ordinance to vacate the easement on the property in Southgate Commercial Plaza Subdivision, located at 111 and 201 Southgate Drive, Bloomington, Illinois.

The property at 111 and 201 Southgate Drive has been vacant for many years. The applicant would like to construct a new residential development from Southgate Drive to the south through the existing easements. City Council previously approved a special use permit and a preliminary development plan for a planned unit development to facilitate the construction of duplexes at this site. The easements will need to be vacated to allow for the planned development. The City has received construction plans for the public and private improvements.

The petitioner has submitted utility easement vacation letters for the portion of the utility easement to be vacated. There are no plans for any public utilities in the portion of the easement being vacated.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Villas at Prairie Vista, Limited partnership.

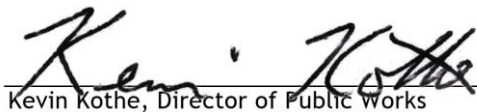
FINANCIAL IMPACT: The subdivision developer paid all costs to create the easement documents.

COMMUNITY DEVELOPMENT IMPACT: Goal ED-4. Enhance the image of Bloomington as a business-friendly community, Objective ED-4.2. Prioritize infill and redevelopment to spur growth and reinvestment in the City.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:



Kevin Kothe, Director of Public Works

6/1/2021



Melissa Hall, Economic and Community Development Director

6/4/2021



Chris Tomertin, Budget Manager

6/4/2021

George Boyle

George Boyle, Assistant Corporation Counsel

6/9/2021



Tara Henry, Legislative Assistant

6/9/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 4B Ordinance and Legal Description_Southgate Commercial Plaza Subdivision Easement Vacation 06142021
- PW 4C Petition_Southgate Commercial Plaza Subdivision Easement Vacation 06142021
- PW 4D Easement Vacation Plat_Southgate Commercial Plaza Subdivision Easement Vacation 06142021
- PW 4E Utility Easement Vacation Letters_Southgate Commercial Plaza Subdivision Easement Vacation 06142021
- PW 4F Easement Plat Map_Southgate Commercial Plaza Subdivision Easement Vacation 06142021

ORDINANCE NO. 2021 - ____

**AN ORDINANCE APPROVING THE VACATION OF AN EASEMENT
IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of an easement legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

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

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said easement as requested in this case

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

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

SECTION 2. That the easement as shown on the easement vacation plat dated February 10, 2021 and described in Exhibit A is hereby vacated.

SECTION 3. That said vacation of easement is reasonable and proper because said easement is not needed for public use by said City.

SECTION 4. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 5. This Ordinance shall be effective immediately after its passage and approval.

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

PASSED this 14th day of June 2021.

APPROVED this ____ day of June 2021.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description - Easement Vacation

The South 10 feet of Lots 2 and 3 in Southgate Commercial Plaza Subdivision 7th Addition according to the Plat thereof recorded as Document No. 2006-32000 in the Mclean County Recorder of Deeds Office, being a part of Lot 5 in School Commissioners Subdivision in the SE $\frac{1}{4}$ of Section 16, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, Mclean County, Illinois.

PETITION FOR VACATION OF

Utility Easement in Southgate Commercial Plaza Subdivision 7th Addition

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

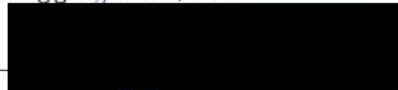
TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

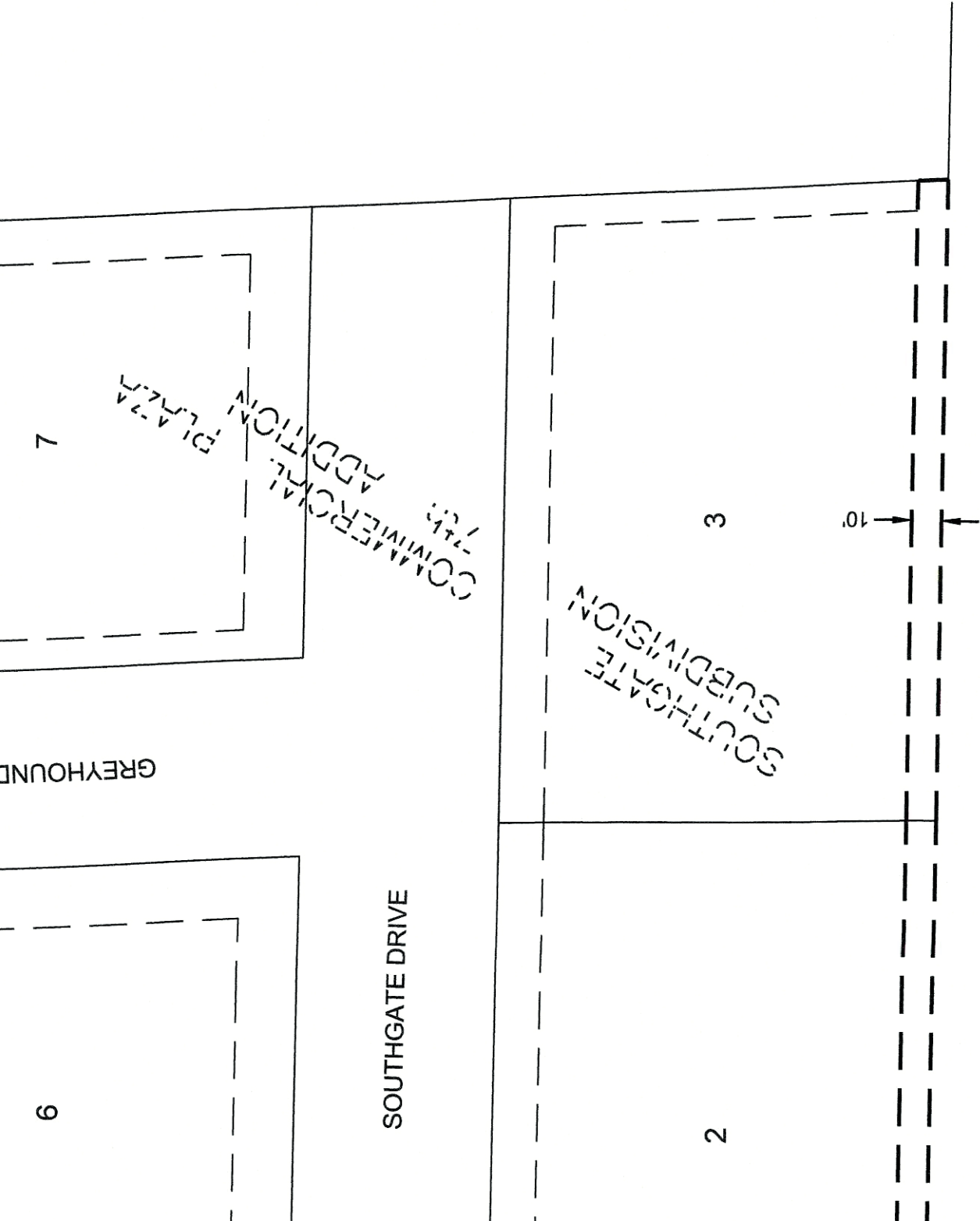
Now come(s) The Villas at Prairie Vista, Limited Partnership
_____,
hereinafter referred to as your Petitioner(s), respectfully representing and requesting as follows:

1. That your Petitioner(s) is (are) interested as developer/owner in the premises hereinafter described in Exhibit(s) A attached hereto and made a part hereof by this reference;
2. That your Petitioner(s) seek(s) approval of the vacation of Utility Easement adjacent to said premises;
3. That said vacation of Utility Easement is reasonable and proper because such Utility Easement is not needed for public right-of-way by said City, its only use being the location of existing or proposed utilities.

WHEREFORE, your Petitioner(s) pray(s) that said Utility Easement be vacated with such reservation of utility easements as may seem proper.

Respectfully submitted,
The Villas at Prairie Vista, Limited Partnership
By: Meggann Bell, CEO





Legal Description

The South 10 feet of Lots 2 and
Addition according to the Plat the
McLean County Recorder of Deeds
Commissioners Subdivision in the
East of the Third Principal Meridian



March 16, 2021

Lewis, Yockey & Brown, Inc.
505 N. Main Street
Bloomington, IL 61701
Attention: Jason Stephens, Professional Land Surveyor

Re: Seventh Addition Southgate Commercial Plaza Subdivision
Part of Lot 2 and 3 (Greyhound Rd. and Southgate Dr.) Bloomington, IL. 61701
Vacation Approval Letter

Dear Mr. Stephens,

Ameren has electrical facilities within the easement proposed to be vacated in your Seventh Addition Southgate Commercial Plaza Subdivision Easement Vacation Plat dated February 10, 2021. Therefore, Ameren has no objection to the vacation of said easement with the understanding that the developer is responsible for any relocation of existing facilities.

If you have any further questions, please feel free to contact me.

Regards,

Dean Thompson
Supervisor of Distribution Design
North Region, Ameren Illinois
T:(309)823-9227
E: dthompson5@ameren.com



Siyon Lucas
Land Management Agent

1644 Ferry Road
Naperville, IL 60563
630.388.2036 tel
slucas@southernco.com

February 24, 2021

Jason T. Stephens, PLS
Lewis, Yockey & Brown, Inc.
505 N. Main Street
Bloomington, IL 61701

Subject: 111 Southgate Drive, Bloomington, IL – Easement Vacation
Nicor Atlas Page Reference: B12164

Mr. Stephens:

This letter is sent in response to your recent inquiry regarding the easement vacation which extends into the utility easement lying in the following described property:

PART OF LOTS 2 & 3 IN SOUTHGATE COMMERCIAL PLAZA
SUBDIVISION 7TH ADDITION IN PART OF THE LOT 5 IN SCHOOL
COMMISSIONERS SUBDIVISION IN THE SOUTHEAST QUARTER OF
SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST, THIRD PRINCIPAL
MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

Based on the information you provided, including a copy of the above referenced subject addressed easement vacation plat, Nicor Gas has no objection to the vacation of an easement lying partially in Lot 2, and Lot 3 of the 7th Addition Southgate Commercial Plaza Subdivision.

This is not a release or waiver of any rights Nicor Gas may have in or to the utility easement. Further, any future expense Nicor Gas may incur in exercising its rights in the utility easement shall be borne by the property owner.

Notify JULIE at 1-800-892-0123 at least 48 hours prior to commencing construction activities. Nicor Gas may have gas service pipes providing gas service to the described property. The gas service pipes are neither covered by recorded easement nor are their locations mapped.

Very truly yours,

A black rectangular redaction box covering the signature of Siyan Lucas.

Siyan Lucas
Land Management Agent
Land Services Department



109 E Market St.
Bloomington, IL 61701

February 18, 2021

RE: Easement Vacation Part of Lots 2 & 3 in Southgate Commercial Plaza Subdivision
7th Addition

Dear – Jason T. Stephens

In response to your request on February 18th 2021, Frontier has no objections to vacate the 2x10' easement described on the Vacation Plat of Lot 2 & 3.

Sincerely,

Adam Gangloff
Frontier – Network Engineering
109 E. Market St.
Bloomington, IL 61701



May 12, 2021

Lewis, Yockey & Brown, Inc.
505 North Main Street
Bloomington, IL 61701
Attention: David Brown, PLS, President

Re: Easement Vacation Plat
Lots 2 & 3 in Southgate Commercial Plaza Subdivision 7th Addition
Bloomington, IL

Mr. Brown:

Comcast has no objection to the proposed vacation of the easements that are part of Lots 2 and 3 of the Southgate Commercial Plaza Subdivision 7th Addition.

If you have any questions in regard to this information, please don't hesitate to contact me.

Sincerely,

[Redacted Signature]
Robert L. Schulter, Jr.
Central Division Director of Construction
(630) 600-6352

By:

[Redacted Signature]
Ted Wyman
Right-of-Way
(847) 652-6074
Ted_Wyman@comcast.com



115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

May 25, 2021

Jason Stephens, PLS
Lewis Yockey, & Brown, Inc.
505 N Main Street
Bloomington, IL 61701

Subject: Utility Easement Vacation, Lots 2 and 3, Southgate Commercial Plaza Subdivision

Dear MR. Stephens:

City of Bloomington Public Works department has reviewed the proposed vacation of a portion of the easement in lots 2 and 3 of Southgate Commercial Plaza Subdivision. in Bloomington Illinois.

The City of Bloomington does not have any facilities in the portion of the easement to be vacated. The Public Works Department does not object to the vacation of the utility easement as described on the submitted easement vacation plat.

Should you have any questions, please contact us.

Sincerely,

A handwritten signature in blue ink that reads 'Anthony Meizelis'.

Anthony J. Meizelis, P.E.
Civil Engineer I

cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, City Engineer
Bob Yehl, Assistant Director of Public Works
Brett Lueschen, Operations Manager
File





CONSENT AGENDA ITEM NO. 8.J

FOR COUNCIL: June 14, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Approving the Final Plat of Route 51 Subdivision, as requested by the Public Works 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

BACKGROUND: Public Works is recommending an Ordinance approving the Final Plat for Route 51 Subdivision. The proposed final plat consists of two lots and is located north of 925 North Road and east of US Route 51. The existing Parcel Identification Number (PIN) for the property is 21-28-400-011 and 21-28-400-002. This parcel is less than 1.5 miles outside of the Corporate Limits of the City of Bloomington. Therefore, the plat falls within the City's extraterritorial jurisdiction for review and approval. The proposed plat complies with the City of Bloomington minimum lot widths and minimum lot areas, as well as easement dedication requirements. Access will be approved by the State of Illinois or McLean County.

Zoning and future use will be approved by the County Building and Zoning Department. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plat.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Growmark, Inc.

FINANCIAL IMPACT: Growmark, Inc. paid all survey and plat costs.

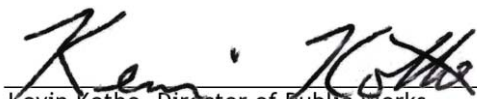
COMMUNITY DEVELOPMENT IMPACT: The subject property is within a mile and a half of the corporate limits, within Bloomington's extraterritorial jurisdiction. Bloomington has authority to review the subdivision for conformance with the Comprehensive plan and zoning and subdivision regulations. The land depicted on the plat is not identified in the Bloomington Comprehensive Plan Future Land Use map. It does not have access to City

utilities and no development is expected to occur soon. Regardless, the plat conforms to Bloomington minimum lot width and area requirements.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:


Kevin Kothe, Director of Public Works

6/1/2021


Melissa Holt, Economic and Community Development Director

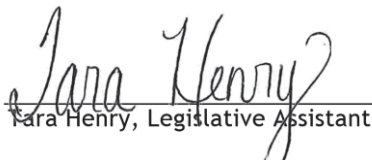
6/4/2021


Chris Tomertin, Budget Manager

6/7/2021

George Boyle
George Boyle, Assistant Corporation Counsel

6/9/2021


Tara Henry, Legislative Assistant

6/9/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 5B Ordinance and Legal Description_Route 51 Subdivision Final Plat 06142021
- PW 5C Final Plat_Route 51 Subdivision Final Plat 06142021
- PW 5D Owners Petition_Route 51 Subdivision Final Plat 06142021
- PW 5E County Clerk's Certificate_Route 51 Subdivision Final Plat 06142021
- PW 5F Owner's Certificate_Route 51 Subdivision Final Plat 06142021
- PW 5G School District Certificate_Route 51 Subdivision Final Plat 06142021
- PW 5H Final Plat Checklist_Route 51 Subdivision Final Plat 06142021
- PW 5I Final Plat Map_Route 51 Subdivision Final Plat 06142021
- PW 5J Tap On Memo_Route 51 Subdivision Final Plat 06142021
- PW 5K Drainage Statement_Route 51 Subdivision Final Plat 06142021

ORDINANCE NO. 2021 - ____

**AN ORDINANCE APPROVING THE FINAL PLAT OF
ROUTE 51 SUBDIVISION**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Route 51 Subdivision dated May 11, 2021 and revised May 27, 2021 legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said subdivision is within a mile and a half of the Bloomington corporate limits and subject to Bloomington's extraterritorial jurisdiction; and

WHEREAS, the City of Bloomington has the authority to review and approval final plats within its extraterritorial jurisdiction; and

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

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

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

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

SECTION 2. That the Final Plat of Route 51 Subdivision, dated May 11, 2021 and revised May 27, 2021 is hereby approved.

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

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

PASSED this 14th day of June 2021.

APPROVED this ____ day of June 2021.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

A PART OF THE EAST HALF OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6 IN HARBERT SUBDIVISION PER PLAT RECORDED IN BOOK 2 OF PLATS, PAGE 553, IN THE MCLEAN COUNTY RECORDER'S OFFICE, SAID NORTHWEST CORNER WAS MONUMENTED PER AN UNRECORDED SURVEY PREPARED BY FRANKLIN O. WALTERS, ILLINOIS PROFESSIONAL SURVEYOR NUMBER 2111 AND DATED MAY 14, 1977. FROM SAID POINT OF BEGINNING, THENCE EAST 310.00 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, ALSO BEING THE NORTH LINE OF SAID HARBERT SUBDIVISION; THENCE NORTH 606.26 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF $88^{\circ}37'18''$ WITH THE LAST DESCRIBED COURSE; THENCE WESTERLY 211.00 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF $96^{\circ}00'51''$ WITH THE LAST DESCRIBED COURSE; THENCE NORTHWESTERLY 645.00 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF $196^{\circ}49'34''$ WITH THE LAST DESCRIBED COURSE; THENCE NORTH 616.00 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF $246^{\circ}47'26''$ WITH THE LAST DESCRIBED COURSE; THENCE WEST 838.00 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE RIGHT OF $91^{\circ}48'33''$ WITH THE LAST DESCRIBED COURSE TO THE EAST RIGHT-OF-WAY LINE OF F.A.P. 412, SECTION 57-1 PER CONDEMNATION CASE NO. 83-ED-6 RECORDED DECEMBER 14, 1983 AS DOCUMENT NO. 83-14878 IN SAID RECORDER'S OFFICE; THENCE SOUTH 660.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE WHICH FORMS AN ANGLE TO THE RIGHT OF $87^{\circ}26'56''$ WITH THE LAST DESCRIBED COURSE TO THE NORTHWEST CORNER OF LOT 1 OF THE BLOOMINGTON SEED PLANT SUBDIVISION RECORDED AUGUST 15, 2006 AS DOCUMENT NO. 2006-22348; THENCE EAST 768.00 FEET ALONG THE NORTH LINE OF SAID LOT 1 WHICH FORMS AN ANGLE TO THE RIGHT OF $90^{\circ}09'35''$ WITH THE LAST DESCRIBED COURSE TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 851.14 FEET ALONG THE EAST LINE OF THE BLOOMINGTON SEED PLANT SUBDIVISION WHICH FORMS AN ANGLE TO THE RIGHT OF $270^{\circ}00'00''$ WITH THE LAST DESCRIBED COURSE TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE EAST 541.33 FEET ALONG SAID SOUTH LINE WHICH FORMS AN ANGLE TO THE RIGHT OF $92^{\circ}01'49''$ WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, CONTAINING 26.438 ACRES, MORE OR LESS.

State of Illinois)
)ss.
County of McLean)

Now come(s) GROWMARK, Inc.

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) A which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner (s) seek (s) approval of the Final Plat for the subdivision of said premises to be known and described as Route 51 Subdivision
3. That your petitioner (s) also seek (s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: Request Waiver From the requirement to provide a preliminary plan

By: [REDACTED]

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 14 day of May, 2021, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.



Kathy Michael
County Clerk, McLean County, Illinois

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of _____
Route 51 Subdivision to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Route 51" Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Joseph D. Adams of Farnsworth Group Registered Illinois Land Surveyor Number 3704; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this
14th day of May, 2021.

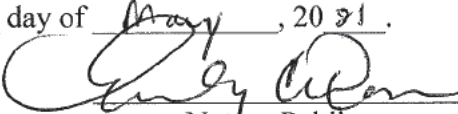

(Seal)

*where dedication is required under Section 3.5.

State of Illinois)
)ss.
County of McLean)

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

Given under my hand and notarial seal this 14th day of May, 2021.


Notary Public

My commission expires March 6, 2025.



SCHOOL DISTRICT CERTIFICATE

This is to certify that I Russell Orrill as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Route 51 Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District # 5 in McLean County, Illinois.

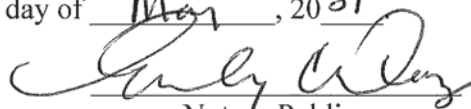
Dated this 14th day of May, 2021.


Owner/Developer

State of Illinois)
)ss.
County of McLean)

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

Given under my hand and notarial seal this 14th day of May, 2021


Notary Public

My commission expires March 6, 2025.





Route 51 Subdivision Final Plat

Date Prepared: 5/25/2021

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

Route 51 Subdivision Final Plat Map



0 625 1,250
Feet

Date: 5/28/2021





115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

MEMORANDUM

May 25, 2021

To: Katie Simpson, City Planner
From: Anthony J. Meizelis, P.E.
Subject: Route 51 Subdivision Final Plat
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: Route 51 Subdivision. The final plat will be considered for approval by the City Council at the June 14, 2021 meeting.

A. Performance Guarantee:

No uncompleted public improvements are required for the subdivision; Therefore no performance guarantee is required.

B. Tap-On Fees:

There are no tap-on fees required for the subject subdivision.

C: Guarantee Substandard Street Improvement:

There are no Substandard Street Improvement guarantees required.

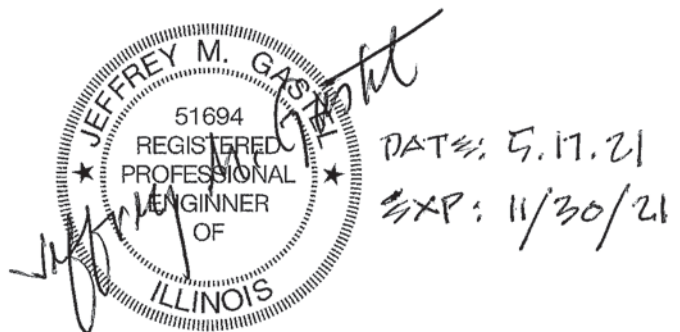
cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, City Engineer
Chris Tomerlin
file

DRAINAGE STATEMENT

I, Jeffrey M. Gastel, Registered Professional Engineer, and Growmark, Inc., being the owners of the premises heretofore platted by Joseph D. Adams, Illinois Professional Land Surveyor No. 3704, to be and become the "Route 51 Subdivision" in McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

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

Registered Professional Engineer No. 51694



OWNER: Growmark, Inc.

BY: [Signature]



Title: Market Development Representative

Jeanette M. Jepsen 5/28/2021



CONSENT AGENDA ITEM NO. 8.K

FOR COUNCIL: June 14, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action on an Ordinance Approving the Final Plat of Hershey Grove 5th Addition, as requested by the Public Works Department.

RECOMMENDED MOTION:

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

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

-Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington

BACKGROUND: Public Works is recommending an ordinance approving the Final Plat of the 5th Addition to Hershey Grove Subdivision, subject to the petitioner providing the necessary tap on fees.

Hershey Grove Subdivision is located south of Ireland Grove Road and east of Hershey Road. The proposed final plat facilitates the creation of 20 residential lots and one outlot. The lot configuration is consistent with the Subdivision’s Preliminary Plan approved by Council on October 27, 2020 (ORD# 2020-73). The existing Parcel Identification Number (PIN) for the property being subdivided is 21-13-104-036.

The zoning in this area is R-1C, Single Family Residence District. Approval of this final plat will facilitate new residences. The proposed use is permitted in this zoning district. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plat. This is a Tier 1 Infill Redevelopment priority area and the new development primarily utilizes existing city facilities and infrastructure.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Hershey Grove, LLC. A preliminary plan for this subdivision was approved in October 2020 following a public hearing with the Planning Commission in September 2020.

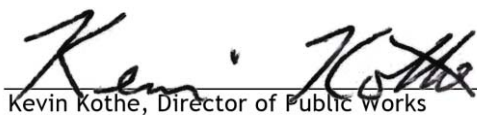
FINANCIAL IMPACT: Hershey Grove, LLC, paid all survey and plat costs. Sureties are due as part of this subdivision. See tap-on/surety attachment for additional information. Approval of the Final Plat will facilitate the construction of new residential housing.

COMMUNITY DEVELOPMENT IMPACT: Goal, H-1. Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington. Objective, H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits. Objective UEW-1.2b Prioritize new development where City services are available or can be extended efficiently and economically. The subject property is a Tier 1 Infill Development Priority in Bloomington's Emerging Area.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:


Kevin Kothe, Director of Public Works

6/1/2021


Melissa Holt, Economic and Community Development Director

6/4/2021


Chris Tomerlin, Budget Manager

6/7/2021

George Boyle
George Boyle, Assistant Corporation Counsel

6/9/2021


Tara Henry, Legislative Assistant

6/9/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 6B Ordinance and Legal Description_ Hershey Grove 5th Addition Final Plat Ordinance 06142021
- PW 6C Final Plat_Hershey Grove 5th Addition Final Plat Ordinance 06142021
- PW 6D Owner's Petition_Hershey Grove 5th Addition Final Plat Ordinance 06142021

- PW 6E County Clerk's Certificate_Hershey Grove 5th Addition Final Plat Ordinance 06142021
- PW 6F Owner's Certificate_Hershey Grove 5th Addition Final Plat Ordinance 06142021
- PW 6G School District Certificate_Hershey Grove 5th Addition Final Plat Ordinance 06142021
- PW 6H Final Plat Checklist_Hershey Grove 5th Addition Final Plat Ordinance 06142021
- PW 6I Plat Map_Hershey Grove 5th Addition Final Plat Ordinance 06142021
- PW 6J Tap On Memo_Hershey Grove 5th Addition Final Plat Ordinance 06142021
- PW 6K Drainage Statement_Hershey Grove 5th Addition Final Plat Ordinance 06142021

ORDINANCE NO. 2021 - ____

**AN ORDINANCE APPROVING THE FINAL PLAT OF
HERSHEY GROVE SUBDIVISION 5th ADDITION**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Hershey Grove Subdivision 5th Addition, dated May 13, 2021, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

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

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

WHEREAS, the City Council has the authority to approve the requested final plat.

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

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

SECTION 2. That the Final Plat of Hershey Grove 5th Addition dated May 13, 2021 is hereby approved.

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

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

PASSED this 14th day of June 2021.

APPROVED this _____ day of June 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

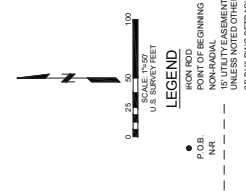
A part of the Northwest Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Lot 113 in the Fourth Addition to Hershey Grove Subdivision in the City of Bloomington, Illinois, according to the Plat recorded July 12, 2014 as Document No. 2014-11442 in the McLean County Recorder's Office. From said Point of Beginning, thence south 185.00 feet along the East Line of said Lot 113 and the East Right-of-Way Line of Keybridge Way as dedicated in said Fourth Addition to the Southeast Corner thereof; thence west 3.21 feet along the South Right-of-Way Line of said Keybridge Way which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course to the Northeast Corner of Lot 122 in said Fourth Addition; thence south 125.00 feet along the East Line of said Lot 122 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the southeast corner thereof also being the Northwest Corner of Lot 83 in the Third Addition to Hershey Grove Subdivision in the City of Bloomington, Illinois, according to the Plat recorded November 17, 2004 as Document No. 2004-38517 in said Recorder's Office; thence east 140.00 feet along the North Lines of Lot 83 and Lot 82 in said Third Addition which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Northeast Corner of said Lot 82; thence south 185.00 feet along the East Line of said Lot 82 and the East Right-of-Way Line of Eide Road as dedicated in said Third Addition which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course to the Southeast Corner of said Eide Road; thence west 53.66 feet along the South Right-of-Way Line of said Eide Road which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course to the Northeast Corner of Lot 81 in said Third Addition; thence south 125.00 feet along the East Line of said Lot 81 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Southeast Corner thereof; thence west 210.00 feet along the South Lines of Lot 81, Lot 80, Outlot 97 and Lot 79 in said Third Addition which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course to the Northeast Corner of Outlot 98 in said Third Addition; thence south 80.20 feet along the East Line of said Outlot 98 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Southeast Corner of said Outlot 98 also being the North Line of Lot 3 in Brookridge Apartments Subdivision in the City of Bloomington, Illinois, according to the Plat recorded September 10, 2003 as Document No. 2003-46553 in said Recorder's Office, also being the South Line of a 50 foot wide Illinois Power Company Easement recorded as Document No. 2003-12932 in said Recorder's Office; thence east 701.57 feet along the North Line of said Lot 3 which forms an angle to the right of $91^{\circ}-58'-14''$ with the last described course to the Southwest Corner of Outlot 74 in the First Addition to Brookridge Estates Subdivision in the City of Bloomington, Illinois, according to the Plat recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office; thence north 52.28 feet along the West Line of said Outlot 74 which forms an angle to the right of $88^{\circ}-01'-46''$ with the last described course to a point on the South Line of Lot 60 in said Brookridge Estates Subdivision, said point being 90.00 feet east of the southwest corner thereof; thence west 90.00 feet

along said South Line of Lot 60 which forms an angle to the right of $90^{\circ}-32'-21''$ with the last described course to the Southwest Corner of said of Lot 60; thence north 671.20 feet along the West Line of said First Addition and the West Line of Brookridge Estates Subdivision in the City of Bloomington, Illinois, according to the Plat recorded March 17, 2003 as Document No. 2003-12666 in said Recorder's Office which forms an angle to the right of $269^{\circ}-27'-39''$ with the last described course to the Southeast Corner of Ireland Grove Subdivision in the City of Bloomington, Illinois, according to the Plat recorded February 10, 2003 as Document No. 2003-6526 in said Recorder's Office; thence west 484.29 feet along the South Line of said Ireland Grove Subdivision which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the to the Point of Beginning, containing 7.46 acres, more or less.

0 25 50 100
SCALE: 1"=50'
U.S. SURVEY FEET

LEGEND:

● IRON ROD
● POINT OF BEGINNING
— NON-RADIAL
— 15' UTILITY/EASEMENT
— UNLESS NOTED OTHERWISE



I have surveyed the following described property:

This property has been subdivided into 20 lots, numbered 99 through 112, inclusive, numbered 123 through 128, inclusive, 1 Outlot, numbered 129 and the street and easements as shown. Said Subdivision is to be known as "Fifth Addition to Hensley Grove Subdivision" in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Area of Minimal Flood Hazard) according to the Federal Emergency Management Agency's Flood Insurance Rate Maps for McLean County, Illinois, Map No. 1113010504E, dated July 16, 2008 and Map No. 1113010504E, dated July 16, 2008 and Map No. 1113010504E, dated July 16, 2008.

Notes:

1. Dimensions shown along curved lot lines are chord distances.
2. Lot lines extending from curved street lines are radial unless noted otherwise.
3. This property contains 7.46 acres, more or less.
4. P.I.N. 21-13-104-036
5. The field work for the boundary of this survey was completed on 4-28-2021.

Witness my hand and seal this 13th day of May, 2021.

By: Bent A. Bazan DATE: 5-13-21
Professional Land Surveyor No. 3715 EXP. DATE: 11-30-2022
DESIGN FIRM REGISTRATION NO. 184-001856

This professional seal certifies that we are current in our continuing education for a Boundary Survey.

OWNER/DEVELOPER

c/o DAVE FEDOR
1 BRICKYARD DRIVE

3.0 $\beta^{\text{H}} = 0.0041 = 1.0000$

Date	Number of cases
March 2020	0.5
April 2020	1.5
May 2020	9.5
June 2020	4.5
July 2020	2.5
August 2020	1.5
September 2020	1.0
October 2020	1.5
November 2020	4.5
December 2020	2.5
January 2021	1.5
February 2021	1.0
March 2021	1.5

State of Illinois)
)ss.
County of McLean)

Now come(s) Hershey Grove, LLC

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

Respectfully submitted,

By:

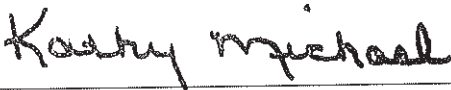
Title: Owner

05/19/2021

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 5 day of May, 2021, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.



County Clerk, McLean County, Illinois

PIN 21-13-104-036

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of the Fifth Addition to Hershey Grove Subdivision in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of the "Fifth Addition to Hershey Grove Subdivision" in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent Bazan Illinois Professional Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this
14th day of May, 2021.


Owner

*where dedication is required under Section 3.5.

NOTARY

State of Illinois)
)ss.
County of McLean)

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

Given under my hand and notarial seal this 14th day of May, 2021.

Cheryl Reeser
Notary Public

My commission expires March 29, 2023.



SCHOOL DISTRICT CERTIFICATE

This is to certify that I David W. Feder as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as the Fifth Addition to Hershey Grove Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District No. 5 in McLean County, Illinois.

Dated this 14th day of May, 2021.


Owner/Developer

NOTARY

State of Illinois)
)ss.
County of McLean)

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

Given under my hand and notarial seal this 14th day of May, 2021.

Cheryl Reeser
Notary Public

My commission expires March 29, 2023.



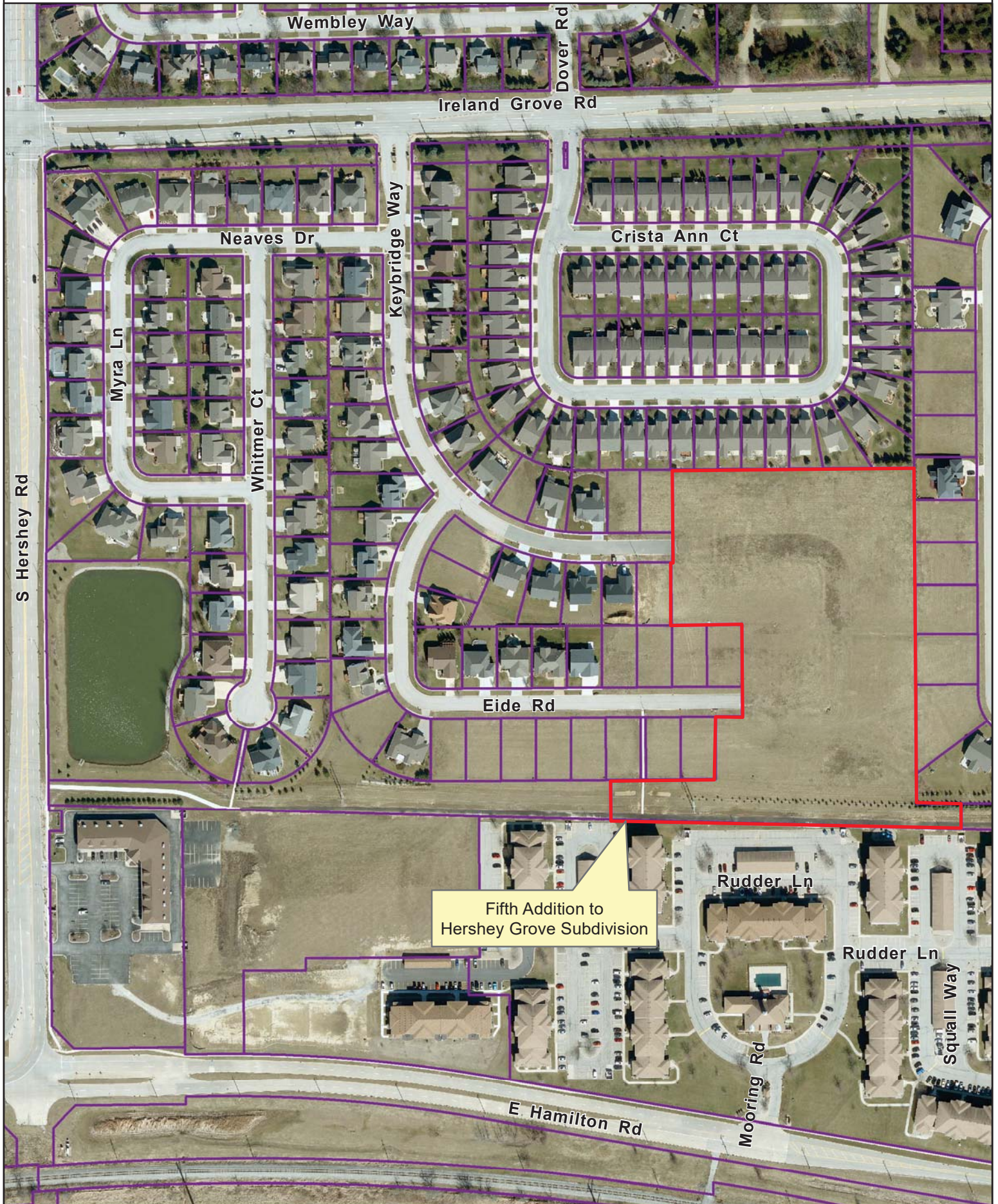


Fifth Addition to Hershey Grove Subdivision Final Plat

Date Prepared: 5/25/2021

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

Fifth Addition to
Hershey Grove Subdivision
Final Plat Map



MEMORANDUM

May 25, 2021

To: Katie Simpson, City Planner
From: Anthony J. Meizelis, P.E.
Subject: Hershey Grove Subdivision, 5th Addition
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: **Hershey Grove Subdivision, 5th Addition**. The final plat will be considered for approval by the City Council at the June 14, 2021 meeting.

A. Performance Guarantee:

In accordance with the annexation agreement, the developer shall post a \$250,000 revolving surety bond which will be held until all developments are complete and accepted.

NEW BOND NOT REQUIRED IF POSTED PREVIOUSLY.

B. Tap-On Fees:

The following tap-on fees are due per the February 11, 2002 Annexation Agreement with Hershey Grove, LLC:

		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	Kickapoo Valley Sewer ¹	51101100-57320	\$3,357.00	\$5,371.20	\$8,728.20
2	Hershey Grove Sanitary Sewer ²	51101100-57320	\$4,103.00	\$4,574.85	\$8,677.85
	Total		\$7,460.00	\$9,946.05	\$17,406.05

1 Also known as the Little Kickapoo Pump Station & Interceptor Sewer
\$450/ac + 6% simple interest from September 1994
Area = 7.46 acres

2 \$550/ac + 6% simple interest from October 2002
Area = 7.46 acres

C: Guarantee Substandard Street Improvement:

Any required Substandard Street Improvement fee is covered by the revolving surety bond discussed in the Performance Guarantee.

cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, City Engineer
Chris Tomerlin

file

DRAINAGE STATEMENT

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

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

Jeffrey M. Gastel
Registered Professional Engineer No. 51694



OWNER:

BY: [Signature]



CONSENT AGENDA ITEM NO. 8.L

FOR COUNCIL: June 14, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 5

SUBJECT: Consideration and action on an Ordinance Approving a Site Plan and Variances for New Construction of a Car Wash in the B-1 General Commercial District, for Property Located at 1509 E. Vernon Avenue, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

-Objective 3c. Revitalization of older commercial homes

-Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington

BACKGROUND: The subject property, 1509 E. Vernon Avenue, is a corner lot located along Bloomington’s northern boundary at the southwest corner of IAA Drive and Vernon Avenue. The subject property is approximately 40,400 square feet (0.92 acres) and is zoned B-1, General Commercial District. In 1988 the property was improved with a 7,900 square foot, ten-bay Car Wash Express. The property is adjacent to other business-zoned properties including service and retail uses located on the north side of Vernon Avenue in the Town of Normal. The petitioner is requesting approval of a site plan to facilitate redevelopment of the site with a car wash. The petitioner is requesting variances. Initially, staff recommended approval with conditions. The developer revised the site plan to include the conditions recommended by staff. The updated plan is attached to the ordinance in Exhibit B, and the conditions have been addressed.

The Planning Commission held a public hearing on the proposed site plan on May 12, 2021. The Commission found the project to meet the standards for a legislative site plan review and requested variances, and recommended approval by vote of 8-0-0. The recommendation is consistent with the staff recommendation.

The staff report and meeting documents from the May 12, 2021 meeting are online at <https://www.cityblm.org/home/showpublisheddocument/26343/637559008280030000>. Minutes from the meeting are attached to this report. A recording of the public hearing is available online at www.cityblm.org/live.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing

site. Staff is recommending action since delay could negatively impact this investment in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday April 26, 2021, courtesy notices were mailed to 32 property owners within 500 feet of the subject property, and City staff placed a large metal notification sign on the property. No one, outside of the applicant, spoke in favor of the petition. No one spoke against the petition. The Commission unanimously recommended approval of the site plan review. Draft meeting minutes are attached to this memo.

FINANCIAL IMPACT: The property should result in increased property tax revenues for the City.

COMMUNITY DEVELOPMENT IMPACT: The infill redevelopment priority map identifies this property as a Tier 1 Infill Redevelopment Priority. The project furthers the following goals and objectives identified in the Comprehensive Plan: Goal ED-4 Enhance Bloomington's image as a business-friendly community. Objective ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City. Action ED-4.2e. Target efforts to improve areas identified in the redevelopment areas map, prioritizing as opportunities are presented.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:



Melissa Hall, Economic and Community Development Director

6/4/2021



Chris Tomertin, Budget Manager

6/7/2021

George Boyle

George Boyle, Assistant Corporation Counsel

6/9/2021



Tara Henry, Legislative Assistant

6/9/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 2B Ordinance_1509 E Vernon
- E&CD 2C Exhibit B 051221_Updated Site Plan
- E&CD 2D PC DRAFT minutes 5.12.21_PR-04-21

ORDINANCE NO. 2021 - _____

**AN ORDINANCE APPROVING A SITE PLAN AND VARIANCES FOR NEW CONSTRUCTION
OF A CAR WASH IN THE B-1 GENERAL COMMERCIAL DISTRICT, FOR
PROPERTY LOCATED AT 1509 E. VERNON AVENUE**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a site plan and variances for new construction of a car wash in the B-1 General Commercial District for certain premises hereinafter described in Exhibit A; and

WHEREAS, said petition included said site plan illustrated in Exhibit B, hereinafter referred to as the "Plan" and attached hereto and made part hereof by this reference, including requested variances from Chapter 44 of the City Code; and

WHEREAS, after proper notice was given, the Bloomington Planning Commission conducted a public hearing on said petition and plan and, at said public hearing, the Commission made findings of fact that such site plan and variances complied with the standards for granting approval of a site plan found in Chapter 44, Division 17-9 of the Bloomington City Code, and with the standards for granting variances found in Chapter 44, Division 17-8, specifically:

1. That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult; and
2. That the variance would be the minimum action necessary to afford relief to the applicant; and
3. That the special conditions and circumstances were not created by any action of the applicant; and
4. That granting the variation requested will not give the applicant any special privilege that is denied to others by the Code; and
5. That the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonable impair the use or development of adjoining properties.

WHEREAS, the Bloomington Planning Commission also recommended that the City Council adopt the additional conditions into the site plan shown in Exhibit B; and,

WHEREAS, the City Council of the City of Bloomington has the power to pass the Ordinance and approve this site plan and variances.

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

1. The above recitals are hereby incorporated into this Ordinance.

2. The City Council adopts the findings of fact for the Site Plan Review as recommended by the Planning Commission.
3. The City Council adopts the findings of fact pertaining to the variances made by the Planning Commission.
4. The City Council hereby approves the Site Plan for the new construction of a car wash for the property at 1509 E Vernon Avenue legally described in Exhibit A and depicted in Exhibit(s) B with the following variances:
 - a. *Variances:*
 - i. An alternative placement of drive-through in the front yard of a business rather than the side or rear yard (44.12-07B2);
 - ii. A four-foot reduction of the required six-foot landscaping setback on the west property line (44.12-05B3);
 - iii. A ten-foot reduction of the required twelve-foot minimum perimeter landscaping setback on the east side of the property (44.12-05B3);
 - iv. A 12-foot reduction in the required front yard building setback on IAA Drive (44.10-09E); and
 - v. An eight-foot and four-foot increase in the 20-foot maximum height requirement for the northwest and southeast corners of the property, respectively (44.10-09D).
5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 14th day of June 2021.

APPROVED this _____ day of June 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A
“Legal Description”
1509 E Vernon Avenue

All of Lot 1 and Lot 2 in the Prairie Traveler Subdivision, EXCEPT the West 140.00 feet of said Lot 2, all being a part of the North West $\frac{1}{4}$ of Section 35, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, according to the Plat of said Subdivision thereof recorded as Document No. 79-7814, in McLean County, Illinois.

PIN: 14-35-127-025



Farnsworth
GROUP
2701A GORDON DRIVE
BLOOMINGTON, IL 61704
(309) 668-8335 / info@fng.com

Project: On Track Car Wash
DATE: 08/20/2020

Conceptual

CSI Construction Management, Inc.

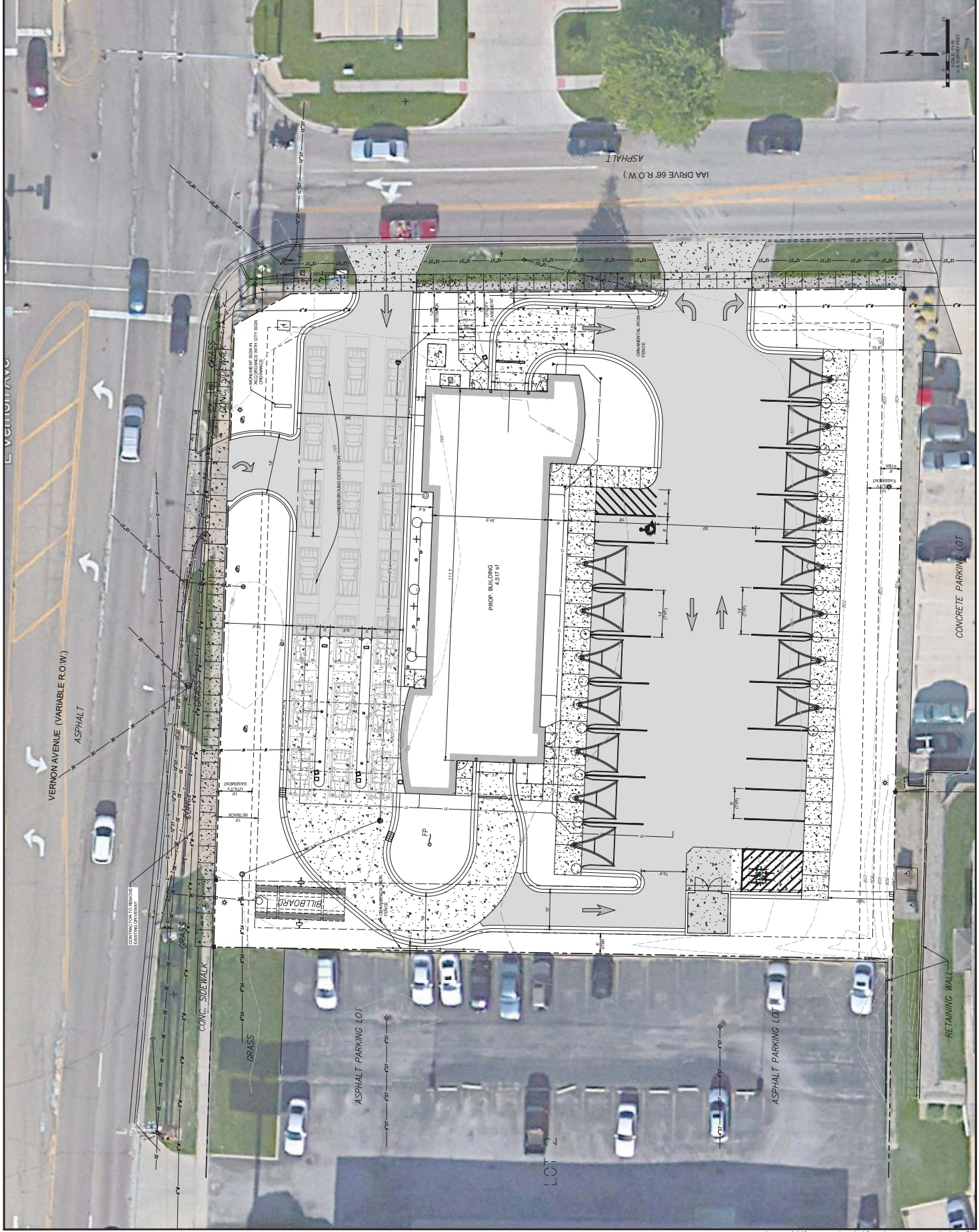
On Track Car Wash
EXHIBIT B

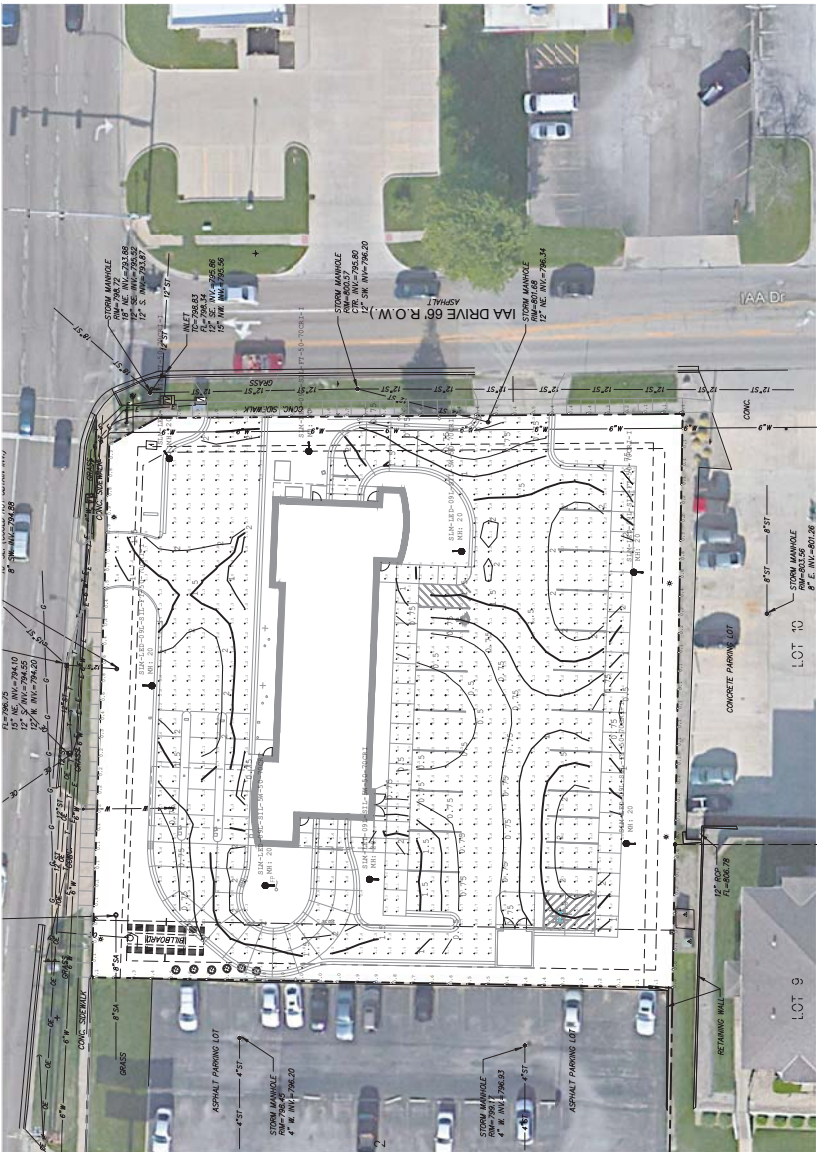
1509 E. Varnor Ave.
Bloomington, IL 61704
DATE: 02/04/2021
DESIGNED: JMG
DRAWN: JMG
REVIEWED: JMG
FIELD BOOK NO.

CONCEPT LAYOUT
PLAN

EX-1

PROJECT NO: 0201538.00





Calculation Summary					
Label	CalcType	Units	Avg	Max	Min
Parking lot	Illuminance	FC	1.46	3.6	0.4
Sidewalk North	Illuminance	FC	1.24	2.7	0.3
Sidewalk South	Illuminance	FC	1.49	2.6	0.5
Driveway	Illuminance	FC	0.43	1.0	0.0
Luminaire Schedule					
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF
●	3	SIM-LED-09L-SIL-SW-50-70CRI	SINGLE	N.A.	0.850
●	5	SIM-LED-09L-SIL-FIT-50-70CRI-I	SINGLE	N.A.	0.850

REGULAR AGENDA

- B. PR -04-21** Public hearing, review, and action on a petition submitted by Jeffrey & Jeremy Schoenherr for a legislative site plan review and variance request(s) for a new car wash, for the property located at 1509 E. Vernon Avenue (PIN: 14 -35-127-025). (Ward 5)

Ms. Simpson stated staff's positive recommendation of the proposed car wash and requested variances. She contextualized the site's physical conditions and surrounding uses. The site is identified as a Tier 1 Infill Redevelopment Priority by the Comprehensive Plan.

Ms. Simpson outlined the requested variances and conditions staff had originally proposed. The applicant provided a revised site plan incorporating the suggested conditions.

Vice Chair asked whether the pedestrian walkway is necessary. Ms. Simpson stated it is required by the Zoning Ordinance and relates to the site's accessibility.

Neil Finlen was sworn in for testimony. He spoke to the property's longtime vacancy and the amenability of neighboring properties' owners to the proposed development. He stated he felt the spirit of the Zoning Ordinance is adhered to and that the proposed development is the best possible use of the subject property.

A letter in support of the proposed development from a neighboring property owner was entered into the record.

Mr. Boyd motioned to establish the findings of fact as presented by staff. Mr. Krieger seconded. Roll call vote: Mr. Sant-Amour - Yes, Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Krieger - Yes, Mr. Muncy - Yes, Vice Chair Mohr - Yes. The motion was approved (8-0-0).

Mr. Krieger motioned to recommend approval of the proposed development and requested variances. Mr. Boyd seconded. Roll call vote: Mr. Sant-Amour - Yes, Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Krieger - Yes, Mr. Muncy - Yes, Vice Chair Mohr - Yes. The motion was approved (8-0-0).

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY, MAY 12, 2021

Page | 1



CONSENT AGENDA ITEM NO. 8.M

FOR COUNCIL: June 14, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 7

SUBJECT: Consideration and action on an Ordinance Approving a Site Plan and Variances for New Construction of a Commercial Structure in the C-1 Office District, for Property Located at 1107 and 1109 W. Chestnut Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

-Objective 3c. Revitalization of older commercial homes

BACKGROUND: The subject properties are located at 1107 and 1109 W. Chestnut Street. The properties are zoned C-1 Office District. 1107 W. Chestnut Street is improved with a commercial building and is the current site of Cushing's Commercial Carpets. The adjacent parcel 1109 W. Chestnut is currently vacant. The petitioner is requesting approval of a site plan and variances to facilitate a 1,800 square foot expansion of the commercial building.

The Planning Commission held a public hearing on the proposed site plan on May 12, 2021. The Commission found the project to meet the standards for a legislative site plan review and requested variances, and recommended approval by vote of 8-0-0. The recommendation is consistent with the staff recommendation.

The staff report and meeting documents from the May 12, 2021 meeting are online at <https://www.cityblm.org/home/showpublisheddocument/26343/637559008280030000>

Minutes from the meeting are attached to this report. A recording of the public hearing is available online at www.cityblm.org/live <<http://www.cityblm.org/live>>.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing site. Staff is recommending action since delay could negatively impact this investment in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday April 26, 2021, courtesy notices were mailed to 84 property owners within 500 feet of the subject property; and City staff placed a large metal notification sign on the property. No one, outside of the applicant, spoke in favor of the

petition. No one spoke against the petition. The Commission unanimously recommended approval of the site plan review. Draft meeting minutes are attached to this memo.

FINANCIAL IMPACT: The Ordinance Approving a Site Plan and Variances for New Construction of a Commercial Structure may result in increased property tax revenues for the City.

COMMUNITY DEVELOPMENT IMPACT: The infill redevelopment priority map identifies this property as a Tier 1 Infill Redevelopment Priority. The project furthers the following goals and objectives identified in the Comprehensive Plan: Goal ED-4 Enhance Bloomington's image as a business-friendly community. Objective ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City. Action ED-4.2e. Target efforts to improve areas identified in the redevelopment areas map, prioritizing as opportunities are presented.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:


Melissa Horn, Economic and Community Development Director

6/4/2021


Chris Tomertin, Budget Manager

6/10/2021

George Boyle
George Boyle, Assistant Corporation Counsel

6/10/2021


Tara Henry, Legislative Assistant

6/10/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- E&CD 3B Ordinance_1107 & 1109 W. Chestnut
- E&CD 3C Exhibit B Site Plan
- E&CD 3D PC DRAFT minutes 5.12.21_PR-03-21

ORDINANCE NO. 2021 - _____

**AN ORDINANCE APPROVING A SITE PLAN AND VARIANCES FOR NEW CONSTRUCTION
OF A COMMERCIAL STRUCTURE IN THE C-1 OFFICE DISTRICT, FOR PROPERTY
LOCATED AT 1107 AND 1109 W. CHESTNUT STREET**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a site plan and variances for new construction of a commercial structure in the C-1 Office District for certain premises hereinafter described in Exhibit A; and

WHEREAS, said petition included a site plan, illustrated in Exhibit B, hereinafter referred to as the "Plan" and attached hereto and made part hereof by this reference, including requested variances from Chapter 44 of the City Code; and

WHEREAS, after proper notice was given, the Bloomington Planning Commission conducted a public hearing on said petition and plan, and at said public hearing, the Planning Commission made findings of fact that such Site Plan and variances as illustrated in the Plan complied with the standards for granting approval of a site plan found in Chapter 44 Division 17-9 of the Bloomington City Code, and with the standards for granting variances found in Chapter 44 Division 17-8 of said code, specifically:

1. That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult; and
2. That the variance would be the minimum action necessary to afford relief to the applicant; and
3. That the special conditions and circumstances were not created by any action of the applicant; and
4. That granting the variation requested will not give the applicant any special privilege that is denied to others by the Code; and
5. That the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonable impair the use or development of adjoining properties.

WHEREAS, the Bloomington Planning Commission also recommended that the City Council adopt a condition that refuse disposal be provided in adherence with Chapter 44.13-8E of the City Code; and

WHEREAS, the City Council of the City of Bloomington has the power to pass this Ordinance and approve this site plan and variances with the recommended conditions.

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

1. The above recitals are hereby incorporated into this Ordinance.

2. The City Council adopts the findings of fact for the Site Plan Review as recommended by the Planning Commission.
3. The City Council adopts the findings of fact for the variances made by the Planning Commission.
4. The City Council hereby approves the Site Plan for the new construction of a commercial structure for the property at 1107 and 1109 W. Chestnut Street legally described in Exhibit A and depicted in Exhibit(s) B with the following variances and conditions:
 - a. Variances
 - i. A reduction of the required minimum front yard setback from 20 feet to 0 feet. (44.5-3)
 - ii. A reduction of the required minimum rear yard setback from 40 feet to 5 feet. (44.5-4A1c)
 - iii. A reduction in minimum off-street parking from four spaces (seven spaces prior to applying parking adjustments) to two spaces. (44.12-8)
 - iv. A reduction in transitional yard landscaping requirements from Type 3 to Type 1. (44.13-6B)
 - b. Conditions
 - i. That refuse disposal screening is provided in adherence with Chapter 44.13-8E of the City Code.
5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 14th day of June 2021

APPROVED this _____ day of June 2021

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A
“Legal Description”
1107 and 1109 W. Chestnut Street

Tract 1 (PIN 21-05-228-006)

Lot 5 except the east 50' thereof and except the west 37.55' thereof in Block 4 in Western Addition to the City of Bloomington, in McLean County, Illinois.

Tract 2 (PIN 21-05-228-008)

Lot 2 in Block 39 in 40 Acres Subdivision to the City of Bloomington, according to the plat thereof recorded July 19, 1974 as Document No. 74-6533, in McLean County, Illinois.

CUSHINGS' COMMERCIAL CARPETS, INC.

BUILDING ADDITION

1107-1109 WEST CHESTNUT ST., BLOOMINGTON, IL



SITE LOCATION MAP
NOT TO SCALE

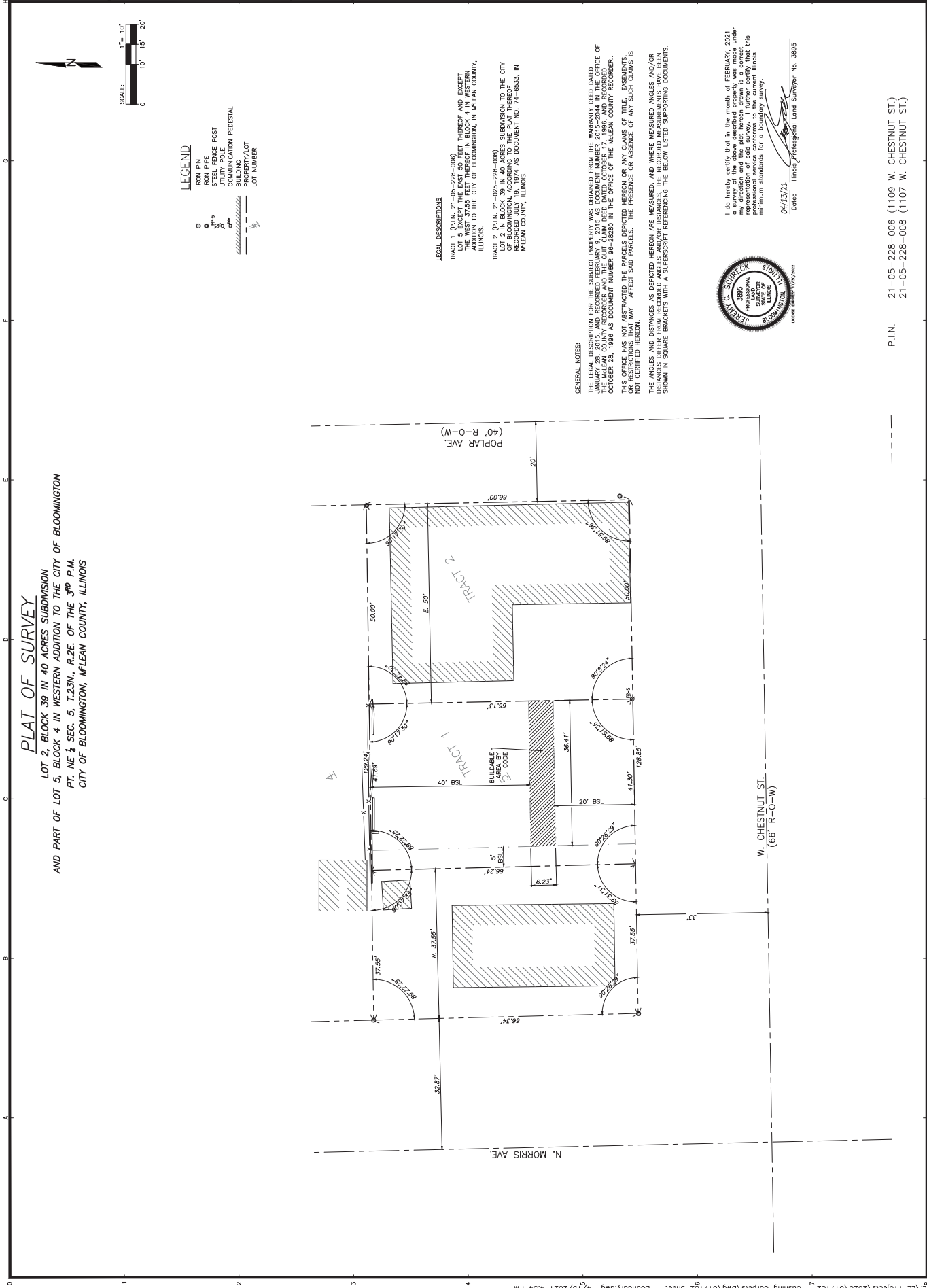
SHEET INDEX

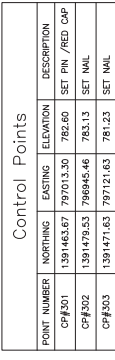
- C0 COVER SHEET
- C1.1 BOUNDARY SURVEY
- C1.2 EXISTING CONDITIONS
- C2 SITE DEVELOPMENT PLAN

OWNER/DEVELOPER
CUSHINGS' COMMERCIAL CARPETS
TRAVIS WIELEND
1707 W. CHESTNUT ST.
BLOOMINGTON, IL 61705
(309) 829-3612

ENGINEER
LAND ENGINEERS, LLC
2444 GREYHOUND ROAD
BLOOMINGTON, IL 61704
(309) 827-4393









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REGULAR AGENDA

- A. PR-03-21** Public hearing, review, and action on a petition submitted by Travis Wieland of Cushing's Commercial Carpet for a legislative site plan review with variance request(s) for a building addition, for the property located at 1107 & 1109 W Chestnut Street (PIN: 21 -05 -228-006; 21 -05-228-008). (Ward 7)

Ms. Kelly provided the staff report. She described the staff positive recommendation and identified physical hardship associated with the size of the lot. She described the project and proposed construction. Ms. Kelly explained the standards for approval, staff analysis, and requested variances. She stated that staff is recommending an additional condition to provide screening for the dumpster.

Mr. Mohr asked what the role of Planning Commission is in relation to the consideration of variances. Ms. Simpson explained that it is related to the Zoning Ordinance's permission of concurrent applications.

Travis Wieland was sworn in for testimony. He explained that the addition would facilitate the expansion of his business and their ability to stay in their current location.

A letter from the property owner of 1111 W Chestnut supporting the proposed addition was entered into the record.

Mr. Stanczak motioned to establish the findings of fact as presented by staff. Mr. Muehleck seconded. Mr. Boyd spoke to the importance of economic investment in west side Bloomington. Roll call vote: Mr. Sant-Amour - Yes, Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Krieger - Yes, Mr. Muncy - Yes, Vice Chair Mohr - Yes. The motion was approved (8-0-0).

Mr. Boyd motioned to recommend approval of the site plan and requested variances as well as the recommended condition. Roll call vote: Mr. Sant-Amour - Yes, Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Krieger - Yes, Mr. Muncy - Yes, Vice Chair Mohr - Yes. The motion was approved (8-0-0).

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY, MAY 12, 2021

Page | 1



CONSENT AGENDA ITEM NO. 8.N

FOR COUNCIL: June 14, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action on the Request from The Momma Inc., d/b/a The Bistro for an Ordinance Suspending Portions of Chapter 6 of the Bloomington City Code that Prohibit Possession of Open Alcohol in Public for the Annual Pride Fest Event to be held in Portions of Downtown Bloomington on Saturday, June 26, 2021, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Momma, Inc., Applicant, plans to host their annual Pride Fest event on the 300 block of North Main St. and the 100 block of W. Monroe St. on Saturday, June 26, 2021. The Applicant has received a valid Special Event Permit for the event by the Economic and Community Development Department. The Applicant has also applied for a Class SA (Secondary Premise with All Types of Alcohol) liquor license in addition to the required liquor liability insurance for the event.

Section 133(d) of Chapter 6 of the City Code prohibits the possession of open alcohol on public property. An ordinance must be approved to suspend this portion of the City Code to temporarily permit alcohol in the event space (draft ordinance attached).

The Applicant appeared before the Liquor Commission at a special meeting on Tuesday, June 6, 2021 where the Commission unanimously agreed to send the item to Council with a positive recommendation with the following conditions: (1) the suspension of the Ordinance only be permitted for the specified event area; (2) all alcohol must be served in a paper or plastic cup and purchased from the event vendor; and (3) all attendees 21+ must have a wristband in order to purchase or consume alcohol in public (draft minutes included).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: At least one week prior to the event, the event organizer is responsible for notifying all residents, property owners, and businesses within three blocks or 1,000 feet in every direction of the event site of the event.

FINANCIAL IMPACT: The current annual license fee for a Class SA liquor license for a one-day event is \$100, which will be recorded in the Non-Departmental Liquor Licenses account

(10010010-51010). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 132. 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.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Deputy Clerk

Reviewed by:



Amanda Mohan, Deputy Clerk

6/9/2021



Chris Tomerlin, Budget Manager

6/10/2021



George Boyle, Assistant Corporation Counsel

6/10/2021



Tara Henry, Legislative Assistant

6/10/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 4B Bistro Class SA Pride Fest Application_Redacted
- CLK 4C Special Event Permit - Pride Fest-Redacted
- CLK 4D 06-08-2021 DRAFT Liquor Commission Minutes-Bistro Pride Fest
- CLK 4E Ordinance - Bistro Pride Fest
- CLK 4F Ordinance Exhibit A - Pride Fest



CITY OF
Bloomington
ILLINOIS

APPLICATION FOR CLASS
"SA/SB" SECONDARY PREMISES
LIQUOR LICENSE

Check Appropriate Class:

☐

SB (Beer & Wine Only)

☒

SA (All types of Alcohol)

REQUESTER INFORMATION

Name of Person Requesting License: Jan Lancaster

Contact number: [REDACTED]

Address: 316 N. Main

City/State: Bloomington

Zip Code: 61701

BUSINESS INFORMATION

Corporation/LLC Name (if applicable): The Momma Inc

D/B/A: The Bistro

Type of License currently held: (please circle) EA/EB TA/TB RA/RB PA/PB

EVENT INFORMATION

Where will the Secondary Premises Liquor License will be used:

Address: 300 Block N. Main

City/State: Bloomington IL

Zip Code: 61701

Date(s) on which the Secondary Premises Liquor License will be used:

1. June 26th

2. Noon - 11PM

3.

Hours during which liquor will be sold: noon - 11PM

Description of the activity or event in connection with which the Secondary Premises Liquor License will be used:

Pride Fest

Estimated number of persons expected to attend: 800+

Description of the proposed procedures for handling the following:

A. Crowd control: security

B. Identification check: all Basset-trained on all camera

The following shall be provided at the time of application submission:

- A. Proof of Dram Shop Insurance Policy showing coverage for the event with the following in the description field: date, location, and time. *The City of Bloomington must be listed as the Certificate Holder.*
- B. The license fee is **non-refundable**, \$100 for the first day and \$50 for each additional up to a maximum of \$500.

Submit completed application to the City Clerk *not less than 15 days prior to the date(s)* on which the license is requested for.

The undersigned, being first duly sworn, affirms that all matters and things set out on this application are true and correct, and that all items enumerated on this application will be complied with.

MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC

Janet Lencake
Printed Name of Applicant

[Redacted Signature]
Signature of Applicant



Subscribed and sworn to before me this 3rd day of June, 20 21.

My commission expires: 12/18/2024

Jeanette M. Jepsen
Notary Public

FOR OFFICE USE ONLY

6/3/21 Date Received/Paid
N/A Receipt #
N/A Check # (if applicable)
AM Staff Initials
X DRAM Received

APPROVED:

Mboka Mwilambwe XXXXXX, Mayor

DENIED:

Reason for Denial:

SPECIAL EVENT PERMIT

BISTRO PRIDE FEST

DATE: SATURDAY, JUNE 26, 2021

TIME: 12:00 P.M. UNTIL 11:00 P.M.

Date Prepared: May 25, 2021; REVISED – June 1, 2021

SPONSORING ORGANIZATION(S): The Bistro

CONTACT PERSON: Jan Lancaster

PHONE NO.: [REDACTED]

EMAIL: [REDACTED]

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

NATURE OF EVENT: A celebration of the Bloomington's third annual Bloomington PrideFest in the 300 block of North Main and the 100 block of W. Monroe. Children's activities will be in the north end of 200 block of North Main. (This block is closed already due to construction at the Museum.) There will be live music, food truck vendors, and washable chalk pride colored markings in the event area.

COVID – 19 CONSIDERATIONS:

Event organizers will adhere to State, Local, and CDC regulations regarding COVID-19 (mask requirements, capacity) and will limit the number of people attending the event in accordance with the Restore Illinois Plan. Capacity limits are as follows: Phase 4 - 1,219 people, Bridge to Phase 5 – 2,437, and no capacity restrictions in Phase 5.

The event organizer will communicate the requirements through signage and event promotional materials. These attendance figures are based on the region remaining in Phase 4 or better of the Restore Illinois Plan. Should the Region move into a new phase or tier the event organizer agrees to adhere to attendance number changes and other applicable regulations.

EVENT LOCATION/PARADE ROUTE: 300 Block of North Main and 100 block of West Monroe. The 200 Block of North Main is closed already due to construction at the Museum.

TRAFFIC CONTROL ARRANGEMENTS: Main Street will be closed between Jefferson and Monroe St. and Monroe from Main to Center from 12:00 p.m. to 11 p.m. and no parking in the first parking spot on the northeast corner of Jefferson and Main for porta-potties. No parking in first parking spot (30 feet from stop sign) on the southwest corner on Monroe and Main for a generator. Put stop sign outside of portapotties on Jefferson.

POLICE: Ask to tow vehicles from the areas marked no parking. Provide trailer camera(s) for the event, if available.

SPECIAL EVENT PERMIT

PUBLIC WORKS WILL PROVIDE THE FOLLOWING: Install “No Parking Saturday, June 26 12:00 p.m. to 11 p.m., tow-away zone” no later than 12 p.m. on Thursday, June 24 as listed in the traffic control arrangements.

Close Main Street between Jefferson and Monroe and Monroe from Main to Center Street on Saturday, June 26 at 12 p.m.

Reopen the street at the end of the event.

PARKS & RECREATION WILL PROVIDE THE FOLLOWING: P&R will provide 12 picnic tables, with at least one being ADA compliant, and four (4) trash cans.

LIQUOR: Each business who intends to sell/serve liquor outside of their original approved premise must contact the City Clerk Department at (309)434-2509 ext. 6 to obtain the correct application and information needed. If applicable, the organizer will be scheduled to appear at a regular Liquor Commission Meeting to provide details to the Commissioners regarding the event. **The organizer must attend this meeting.** If approved at the Liquor Commission, the organizer’s item will then continue on to the appropriate City Council Meeting for approval. If approved, the organizer must contact the City Clerk Department to obtain any necessary information or certificates required before serving/selling liquor.

If the only required liquor aspect is Suspending the Ordinance to allow Possession of Open Alcohol on Public Property, the City Clerk Department will place the event on the next applicable Liquor Commission Agenda to be considered. **The organizer must attend this meeting.** If approved at the Liquor Commission, the organizer’s item will then continue on to the appropriate City Council Meeting for approval. The organizer may call the City Clerk Department at (309)434-2509 ext. 6 on the day following the assigned City Council Meeting to make sure the item was approved. If approved, the organizer must contact the City Clerk Department to obtain any necessary information or certificates required before serving/selling liquor.

AMERICA DISABILITIES ACT CONSIDERATIONS: The event organizer will provide reasonable accommodations in making their event is accessible to those with disabilities. This includes, but is not limited to ADA compliant bathrooms or porta-potties, access to food and beverage, designated walkways or aisle at least five feet wide, allowing service animals, and have access to or provide designated ADA parking. Please adhere to state ADA guidelines, <https://www.illinoisattorneygeneral.gov/rights/disabilityrights.html> Here is an additional resource to aid event organizers with ADA accessible event planning, <https://adata.org/guide/planning-guide-making-temporary-events-accessible-people-disabilities>

ORGANIZER RESPONSIBILITIES:

1. Notify residents, property owners, and businesses about event at least one (1) week prior to event within a three block or 1,000 feet in every direction of the event site. Include in the notification that the Liquor Commission will review your request for a suspension of ordinance on the date provided by the Clerk’s office
2. When using the 200 block of North Main, make sure that activities stay clear of the crane and other construction materials.

SPECIAL EVENT PERMIT

3. The organizer is in charge of all garbage and recycle collection and disposal. Ensure that the streets are returned to the same condition they were in prior to the event.
4. Provide security/volunteers so that adequate controls are in place for alcohol consumption in the event area.
5. Provide two porta potties on the northeast corner of Jefferson and Main streets.
6. No alcohol shall be allowed to leave the event area. Last call will be given at 9 pm. Ensure that anyone who purchases alcohol to be consumed inside the event area wears a wrist band.
7. Appoint a designated volunteer or staff person to be in charge of ensuring that barricades remain intact. It is the City's recommendation that barricades not be moved. Only the designated volunteer(s) can move the barricades, if necessary. The designated person must meet with Public Works staff prior to the event so that staff can train the volunteer on proper barricade set up. You can make this appointment by calling Colleen Winterland at 309-434-2225. If that volunteer is not available, contact Police, non-emergency 309-820-8888 prior to moving barricades. Keep in mind Staff at this number will not be able to respond instantly. It is the responsibility of the organizer to ensure that nobody removes, changes, or anyway interferes with the setup of barricades, signs, or any other traffic control device set up by City staff, except for the designated volunteer(s). Contact the Police, non-emergency 309-820-8888, to report anyone tampering of such. There is a fine ranging from \$250-\$500 for illegal moving the barricades or other traffic control devices.
8. The event organizer must post a notice to inform the public and victims of human trafficking of the telephone hotline number of the Human Traffic Resource Center as required by the Human Trafficking Resource Center Notice Act. (775 ILCS 50/1, et seq.) Find helpful models at <https://www.dhs.state.il.us/page.aspx?item=82023>. The notice must be posted in a conspicuous and accessible place in clear view of the public and employees where similar notices are customarily posted. Failure to do so could result in a \$500 fine per violation.
9. If you have any tents larger than 10' x 10', please get the required permits from Community Development.
10. Ensure all food vendors are registered with the McLean County Health Department.
11. Make sure that all spray markings are installed after the streets are closed and removed prior to the streets reopening to traffic at the end of the event.
12. Follow the CDC's guidelines on holding events amidst COVID-19. Information can be found on their website at <https://www.cdc.gov/coronavirus/2019-ncov/your-health/large-gatherings.html>
13. Please review the Illinois Department of Commerce and Economic Opportunity resources for special events, https://coronavirus.illinois.gov/s/bridge-phase?utm_source=google&utm_medium=cpc&utm_campaign=IllinoisGovernorsOffice-CovidResponse&utm_content=DSA&gclid=Cj0KCQjws-OEBhCkARIsAPhOkIaCMUIQL0-N8bUbAKGCF2-plgl29tx8ryDW5-z45N_XitdnPSSKR5gaAqimEALw_wcB There are several resources on this site, such as posters and social media graphics you can download.

CANCELLATION POLICY: If you need to cancel your event, please call the Bloomington Police non-emergency number at 309-820-8888 at least 2 hours prior to your event. They will notify the appropriate department staff. The more advance notice you can provide helps the staff

SPECIAL EVENT PERMIT

considerably.

FOR OFFICE USE ONLY

Notes:

DISTRIBUTION LIST	
Tim Gleason, City Manager	Billy Tyus, Deputy City Manager
Amanda Mohan, City Clerk Department	Kevin Kothe, Public Works
Shelly Perry, Connect Transit	Phil Allyn, Traffic Engineer, Public Works
Melissa Hon, Economic & Community Development	Darwin Miles, Public Works
Catherine Dunlap, Economic & Community Development	Craig Shonkwiler, Engineer, Public Works
Samantha Mlot, Economic & Community Development	Michael White, Public Works
Russ Waller, Facilities	Troy Olson, Public Works
Chris McAllister, Economic & Community Development	Colleen Winterland, Public Works
Chief Eric West, Fire Department	Brett Lueschen, Water Department
Linda Foutch, McLean County Health Dept.	Joe DeGraeve, Public Works
Bob Moews, Parks, Recreation & Cultural Arts Dept.	Greg Koch, Public Works
Interim Chief Greg Scott, Police Department	Amy Overton, Admin
George Boyle, Legal	

Agenda Item 7C. Consideration and action on an Ordinance suspending portions of Chapter 6 of the Bloomington City Code to allow possession of open alcohol on public property in specified portions of Downtown Bloomington on Saturday, June 26, 2021, during The Momma Inc., d/b/a The Bistro, annual Pride Fest event, as requested by the City Clerk Department.

Commissioner Mwilambwe introduced the item.

Jan Lancaster, Owner of The Bistro, after being sworn, addressed the Commission. She explained that 2021 was the third event and there would be no changes from previous years' set up. She explained the event area and that she had worked with Catherine Dunlap, Downtown Development Specialist with the Economic and Community Development Department, on the Special Event Permit. She went on to explain that all individuals who would be working with alcohol would be BASSET trained, that they would use paper or plastic cups, and have wristbands for the attendees. There would be live entertainment as well. The event would start at 4:00 p.m. and end at 10:00 p.m. where, after clean up, attendees would move inside The Bistro for another live show.

Commissioner Mwilambwe and Ms. Lancaster discussed the event times. Ms. Lancaster confirmed the event would start at 4:00 p.m. and that last call would likely be at 9:30 p.m. so they could clean up and have the streets reopened by 11:00 p.m.

Commissioner Jordan asked George Boyle, Asst. Corporation Counsel, if there were any issues in the past. Mr. Boyle confirmed that the Legal Department was unaware of any issues. He then asked Ms. Lancaster to confirm the types of alcohol to be offered. Ms. Lancaster stated that she requested all types of alcohol but would offer what the Commission permitted. She noted that it was a well-run event.

Commissioner Meister and Ms. Lancaster discussed the event start time. The application listed 12:00 p.m. (noon) as the start time with 11:00 p.m. for the end time; however, that time frame was for the entire Special Event Permit, which accounted for set up and tear down. Ms. Lancaster confirmed that last call would likely be at 9:30 p.m. so they could clean up and have the streets reopened by 11:00 p.m. Commissioner Meister expressed that she believed it was a great event.

Commissioner Jordan asked Mr. Boyle if the Ordinance needed to stipulate the hours of the event. Mr. Boyle confirmed that the suspension of the Ordinance would only apply for the hours that alcohol would be served.

Commissioner Mwilambwe stated that with no staff concerns, he did not oppose the approval of all types of alcohol.

Tim McCoy, Asst. Police Chief, had no objections.

Commissioner Meister motioned, seconded by Commissioner Jordan, to positively recommend the approval of the suspension of the Ordinance with the following conditions: (1) the suspension of the Ordinance only be permitted for the specified event area; (2) all alcohol must be served in a paper or plastic cups and purchased from the event vendor; and (3) all attendees 21+ must have a wristband in order to purchase or consume alcohol.

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

AYES: Jordan, Meister, Mwilambwe

Motion carried.

ORDINANCE NO. 2021 - ____

AN ORDINANCE SUSPENDING PORTIONS OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE THAT PROHIBIT POSSESSION OF OPEN ALCOHOL IN PUBLIC FOR THE ANNUAL PRIDE FEST EVENT TO BE HELD IN PORTIONS OF DOWNTOWN BLOOMINGTON ON SATURDAY, JUNE 26, 2021

WHEREAS, The Momma Inc., d/b/a The Bistro desires to allow moderate consumption of alcohol on June 26, 2021, for their annual Pride Fest event to be held on the 300 block of North Main St. and the 100 block of W. Monroe St. from 4:00 p.m. until 10:00 p.m.; and

WHEREAS, the event organizer has requested permission to allow sales and consumption of all types of alcohol in the festival area during the event; and

WHEREAS, in order to allow possession of an open container of alcohol on a public street, Section 133(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property, must be suspended.

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

Section 1: Section 133(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on June 26, 2021, for the areas specifically depicted on the attached map, designated Exhibit A, from 4:00 p.m. until 10:00 p.m. The following conditions apply to this suspension:

- (a) the suspension shall be effective only as to persons inside the designated area wearing event-related wristbands;
- (b) the suspension shall be effective only to persons having in their possession alcohol purchased from the licensed event vendor contained in plastic or paper cups.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Section 133(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Section 133(d) of Chapter 6 of the Bloomington City Code.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

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

PASSED this 14th day of June 2021.

APPROVED this _____ day of June 2021.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

Exhibit A - Bistro Pride Fest

0 125 250

Feet

Date: 6/27/2019





CONSENT AGENDA ITEM NO. 8.0

FOR COUNCIL: June 14, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 4

SUBJECT: Consideration and action on an Application from 8 Bit II, Inc., d/b/a Which Craft? Bottle Shop, to be located at 315 N. Main St., requesting a Class TBPS (Tavern, Beer and Wine Only, Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed License be approved.

STRATEGIC PLAN LINK:

- Goal 6. Prosperous Downtown Bloomington
- Goal 5. Great Place - Livable, Sustainable City
- Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

- Objective 6c. Downtown becoming a community and regional destination
- Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
- Objective 3a. Retention and growth of current local businesses

BACKGROUND: 8 Bit II, Inc., Applicant, and previous owner of 8 Bit Arcade Bar on 236 E. Front St., has requested a Class TBPS (Tavern, Beer and Wine Only, Package and Sunday Sales) liquor license for a new business (Which Craft? Bottle Shop) to be located in Downtown Bloomington.

The Applicant appeared before the Liquor Commission on May 11, 2021 where it was unanimously agreed to send the item to Council with a positive recommendation (draft minutes attached).

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 City Code, on April 28, 2021 a public notice was published in *The Pantagraph* and 342 notices were mailed to properties within 500 feet of the business.

FINANCIAL IMPACT: The current annual license fee for a Class TBPS liquor license is \$1,575, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 132. 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.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Deputy Clerk

Reviewed by:



Leslie Yocum, City Clerk

6/7/2021



Chris Tomertin, Budget Manager

6/9/2021

George Boyle

George Boyle, Assistant Corporation Counsel

6/9/2021



Tara Henry, Legislative Assistant

6/10/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 2B LIQ APP - Which Craft Bottle Shop (Class TBPS)_Redacted
- CLK 2C 05-11-2021 DRAFT Liquor Commission Minutes_Which Craft Bottle Shop

April 23, 2021

City Clerk Requirement Verification Memo

To: Liquor Commission Review

Re: Legal Name: 8 Bit II, Inc.

D/B/A Name: Which Craft? Bottle Shop

Dear Reviewer,

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

- Articles of Incorporation
- Certificate of Good Standing with the State of Illinois
- Proof of Registered DBA with State of Illinois or McLean County
- Financial Documentation for 8 Bit II, Inc.
- A Lease between Bob Steinman, Landlord, and 8 Bit II, Inc. for the term 05/01/2021 to 05/31/2022
- Completed Food and Beverage Tax Registration Form
- Completed Package Liquor Tax Registration Form

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

Respectfully,

Amanda Mohan
Deputy City Clerk



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	8 Bit II Inc
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Which Craft? Bottle Shop
Legal Entity Address <i>(including City, State, and Zip)</i>	100 State St Suite 1A
Legal Entity Phone Number	309-453-4431
Legal Entity Email Address	whichcraftbottleshop1@gmail.com
Establishment Address including Zip	315 N Main St 61701
Establishment Phone Number	N/A as of yet
Establishment Email Address	whichcraftbottleshop1@gmail.com
*Email Address for <u>ALL</u> City Communications:	whichcraftbottleshop1@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
Jason Pacey	Peoria	IL	61604
Phone Number	Email Address		

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
Ben costello	Bloomington	IL	
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		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:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Bottle Shop high end craft beer/cider/mead only, no domestics, small bar for selling draft beer
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) _____
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: _____
Our business needs a liquor license to exist
7. If approved, how would the liquor license benefit the City and its residents? _____
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? If yes, please explain: _____
9. ☐ Yes ☒ No Will the proposed or current establishment sell food?
10. ☐ Yes ☒ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:		
Tuesday:		
Wednesday:		
Thursday:		
Friday:		
Saturday:		
Sunday:		

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) _____
- 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
yes 8-6pm
- 2B. Is the area predominately residential, are they single or multi-family homes?
commercial
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) _____
one way street, parking available on either side of road
4. How much additional traffic is expected to be generated with a liquor license? _____
5. Describe any and all on- and off-street parking: _____
timed parking on both sides of one way street
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? _____



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.

Jason Pacey

President

Name (Please Print)

Title

3/25/2021

Signature

Date

Page 2 Statements

Yes

Yes

Yes

Page 3

#5 TBP With the S Class, also would like the outdoor consumption

#7 As previously with 8 Bit, I go around the state and bring in products that are normally not available. Also we are diversifying the shopping that is available in downtown

Impact

#1 Sunday 12-5

Mon-Tuesday Closed

Wed-Thursday 1-8

Friday Saturday 12-9

#2 Mixed Commercial and Residential

#4 Negligible since we are mostly a retail establishment, most people will be in and out in 15 minutes.

#6 1 The Bistro is across the street

Responsibility

4A Yes Owner owns 3 liquor licenses

8 Bit Arcade Bar Peoria IL

8 Bit Arcade Bar Bloomington IL

Alpha Bravo East Peoria IL

Missing Documentation

Jason Pacey [REDACTED] Peoria, IL 61604 100% ownership

Window Display

Front Door

Window Display



Game Game Game

Cooler

Cooler

DISPLAY

Cooler

Cooler

Cooler

Cooler

Cooler

map sink

Storage

Rest room

mechanical Room

White GRAFT
Bottle Shop
315 Main St

Motion carried.

The following item was presented:

Agenda Item 5. Public Hearing and action on the request from 8 Bit II, Inc., d/b/a Which Craft? Bottle Shop, to be located at 315 N. Main St., requesting a Class TBPS (Tavern, Beer and Wine Only, Package and Sunday Sales) liquor license, as requested by the City Clerk Department.

Commissioner Mwilambwe introduced the item provided an overview of the order of proceedings.

George Boyle, Assistant Corporation Counsel, replaced Jeff Jurgens, Corporation Counsel, as the Legal Department representative at 4:07 p.m.

Commissioner Mwilambwe opened the public hearing at 4:07 p.m.

Jason Pacey, Owner of 8 Bit II, Inc., after being sworn, addressed the Commission. He explained a bottle shop business model where a small number of seats would be available at a bar, but the majority of the space would be designated for to-go high-end craft beer coolers. He noted that craft beer would be available for purchase for to-go or, for a sur-charge, the customer could drink purchased alcohol at the bar. Mr. Pacey went on to explain that there would be 8-16 drafts and customers could purchase growlers to-go as well. He explained that while they applied for a tavern license, the majority of their revenue would be from retail.

Commissioner Mwilambwe opened the meeting to receive public comment for the application. Ms. Mohan stated one emailed comment was received and provided to the Commission from Jan Lancaster.

Commissioner Jordan noted an agreement for the 300 and 400 blocks of Center St. where the residents were not in favor of another liquor license in the area. Commissioner Mwilambwe was not familiar with an agreement and deferred to Mr. Boyle.

Mr. Boyle reported that no such agreement was in found in writing and provided additional background on the situation referred to by Commissioner Jordan and Ms. Lancaster's email. He explained that the Commission expressed concern of the menu items and the location by the then applicant; however, there was no ruling on the area. He went on to state that there were residences in close proximity and a number of notices were mailed but, that he was not aware of an agreement.

Commissioner Jordan noted that a previous Commission denied the application due to the location and that there was some controversy on location at that time.

Mr. Boyle asked if Commissioner Jordan had any questions for the current Applicant.

Commissioner Jordan asked the hours of operation. Mr. Pacey responded that the establishment would open at 1:00 p.m. on weekdays and at 12:00 p.m. (noon) on weekends with a daily closing time of 9:00 p.m.

Commissioner Jordan expressed concern about the types of alcohol offered under the tavern classification and the potential to extend the hours of operation. Mr. Pacey responded that they applied for a beer and wine only classification.

Mr. Boyle confirmed the classification, and that the Applicant would have to request a change in classification if they wished to alter it. He also noted that if there was a significant change in the size of premises, an application would also be required to redefine the premises.

Commissioner Jordan expressed concern about the number of seats available at the bar. Mr. Pacey responded that the establishment would have a 10-20 capacity.

Commissioner Meister had no issues with the applications. She noted familiarity with bottle shops and the relatively small size of the proposed business. She also believed that the proposed hours of operation were reasonable. She asked if staff would be BASSET trained. Mr. Pacey confirmed.

Commissioner Meister confirmed with Mr. Pacey that he also owned two other establishments with liquor licenses in Peoria and Washington, IL. She then expressed her belief that the proposed business would be a great addition to Downtown Bloomington and create more diversity of offerings.

Commissioner Mwilambwe asked Mr. Pacey to expand on the unique offerings of the proposed establishment. Mr. Pacey explained that they would only offer high-end craft beer, ciders, and meads and that there would be no domestics or low-end offerings. He explained that he traveled the State to bring in offerings that even Binny's doesn't offer.

Commissioner Mwilambwe asked if music would be offered. Mr. Pacey confirmed only the standard store background music would be played.

Commissioner Jordan confirmed the seating capacity of 10 at the bar and 10 at other tables. Mr. Pacey confirmed. Commissioner Jordan then expressed interest in making the hours of operation a condition on the license.

Mr. Boyle briefly discussed the potential license condition.

Commissioner Mwilambwe asked Mr. Boyle to discuss the addition and removal processes of license conditions. Mr. Boyle elaborated, noting a license condition could be suggested by the Commission and Council would need to approve. He stated that a hearing would be held if the Applicant applied to lift or modify any license condition. He noted what would be discussed at such a hearing. He clarified that he was not advising to place a condition on the license only explaining the process if the Commission chose to implement one.

Mr. Pacey asked if the Commission was concerned with the opening or closing time. Commissioner Jordan responded that he was concerned with the closing time.

Commissioner Mwilambwe asked Mr. Pacey if the business' hours of operation would be extended past 9:00 p.m. Mr. Pacey confirmed that they would not because their business model focused on retail sales.

Commissioner Jordan asked Mr. Pacey if he anticipated retail sales to far exceed bar sales. Mr. Pacey confirmed.

Commissioner Mwilambwe asked for additional details Mr. Pacey's other establishments. Mr. Pacey responded that he had an 8 Bit Arcade Bar in Peoria, IL and a restaurant in Washington, IL.

Mr. Boyle asked if the other establishments had any liquor violations. Mr. Pacey reported that the Peoria location had one service of underage patron three years ago but that there had not been any since nor had there been any violations at the Bloomington location.

Mr. Boyle confirmed that there had not been any violations in Bloomington at Mr. Pacey's past establishment. He then asked how many employees would be on staff. Mr. Pacey responded that one employee would be on staff in addition to himself.

Commissioner Jordan asked Mr. Pacey if he had any intention of adding video gaming machines to this establishment. Mr. Pacey responded absolutely not.

Commissioner Mwilambwe opened the meeting to receive public comment against the application. Ms. Mohan confirmed no one had registered to speak against the application.

Commissioner Mwilambwe closed the public hearing at 4:25 p.m.

Commissioner Meister motioned, seconded by Commissioner Jordan, to approve the change in classification as presented.

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

Ms. Mohan stated for clarification that no conditions were placed on the license.

AYES: Jordan, Meister, Mwilambwe

Motion carried.

The following item was presented:

Agenda Item 6. Public Hearing and action on the request from Texas Roadhouse Holdings, LLC, d/b/a Texas Roadhouse, to be located at 1713 E. Empire St., requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the public hearing at 4:27 p.m.

Nicole Levesque, Attorney on behalf of Texas Roadhouse Holdings, LLC, after being sworn, addressed the Commission. She noted that Chris Hernan, Managing Partner of Texas Roadhouse Holdings, LLC, also joined her and may have additional comments on the application. Ms. Levesque explained that the establishment would be a new build in Bloomington and that it was part of a well-known steakhouse chain with about 600 locations in the United States. She explained that the premises would have 320 seats, including a large dining area with a separate bar space with 55 seats in the bar area. She explained the robust alcohol offerings that would be similar to their other locations. Ms. Levesque stated that, while this location did not initially intend to offer delivery, there would be a curbside pick-up area; however, the establishment only intended to offer food, not alcohol, in the pick-up area. She explained that Texas Roadhouse typically had 8-9% alcohol sales revenue. She stated that all employees must be BASSET trained and that employees were not allowed to be on the floor until each obtained their TIPS training. She noted Texas Roadhouse had a robust in-house training program and asked Chris Hernan to elaborate on the training program.

George Boyle, Asst. Corporation Counsel, asked for one person to address the Commission at a time. Ms. Levesque noted that their presentation wouldn't be complete until Mr. Hernan was able to make comments. She then welcomed questions.

Commissioner Meister had no concerns with the application.

Commissioner Jordan asked for a confirmation of the hours of operation. Ms. Levesque stated that she believed the hours of operation were Monday - Thursday 10:00 a.m. to 4:00 p.m., Friday - Saturday 10:00 a.m. to 11:00 p.m., and Sunday from 11:00 a.m. to 11:00 p.m.

Mr. Boyle had no questions.

Chris Hernan, Managing Partner of Texas Roadhouse Holdings, LLC, after being sworn, addressed the Commission. He corrected that the Bloomington location would have similar



CONSENT AGENDA ITEM NO. 8.P

FOR COUNCIL: June 14, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 4

SUBJECT: Consideration and action on an Application from Texas Roadhouse Holdings, LLC, d/b/a Texas Roadhouse, to be located at 1713 E. Empire St., requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed License be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Texas Roadhouse Holdings, LLC, Applicant, whose building is currently under construction, will be located at 1713 E. Empire St. The Applicant has requested a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on premises seven (7) days a week. This location is the newest addition for the chain restaurant that currently has 18 other locations in Illinois.

The Applicant appeared before the Liquor Commission on May 11, 2021, where they unanimously agreed to send the item to Council with a positive recommendation (draft minutes attached).

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 City Code, on April 28, 2021 a public notice was published in *The Pantagraph* and 21 notices were mailed to properties within 500 feet of the business.

FINANCIAL IMPACT: The current annual license fee for a Class RAS liquor license is \$2,950, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 132. 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.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Deputy Clerk

Reviewed by:



Leslie Yocum, City Clerk

6/7/2021

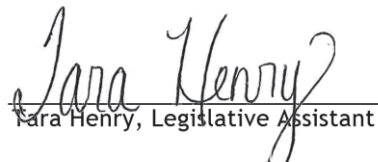


Chris Tomerlin, Budget Manager

6/9/2021

George Boyle
George Boyle, Assistant Corporation Counsel

6/10/2021



Tara Henry, Legislative Assistant

6/10/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 3B LIQ APP -Texas Roadhouse (Class RAS)_Updated_Redacted
- CLK 3C 05-11-2021 DRAFT Liquor Commission Minutes_Texas Roadhouse

April 23, 2021

City Clerk Requirement Verification Memo

To: Liquor Commission Review

Re: Legal Name: Texas Roadhouse Holdings, LLC

D/B/A Name: Texas Roadhouse

Dear Reviewer,

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

- Articles of Organization
- Certificate of Good Standing with the State of Illinois
- Financial Documentation: 2020 Annual Report
- A Lease between Core Bloomington Commons, LLC, and Texas Roadhouse Holdings, LLC, for the term 02/25/2021 to 02/25/2036
- Certificate of Liability Insurance (DRAM Shop) – 09/30/2020 to 09/30/2021
- Liquor Bond in the amount of \$2,000
- Bloomington/Normal Food and Beverage Tax Registration Form

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

Respectfully,

Amanda Mohan
Deputy City Clerk

W

WEBSTER • LAW • PARTNERS

P

April 26, 2021

VIA UPS

Amanda Stutsman (Mohan), Deputy City Clerk
City Clerk Department
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

RE: TEXAS ROADHOUSE – 1713 EAST EMPIRE DRIVE

Dear Amanda:

As you are aware, this firm represents Texas Roadhouse Holdings, LLC ("Texas Roadhouse" or "Licensee") regarding licensure and regulatory matters in Illinois. Texas Roadhouse is excited to open a new location in Bloomington in the Summer of 2021.

Enclosed please find a "RAS" liquor license application, including application fee and supplementary materials.

Regarding your request for proof of Assumed Name filing with the Illinois Secretary of State, 805 ILCS 405 Assumed Business Name Act requires it for Sole Proprietors, however Sec. 4. Further states *"This Act shall in no way affect or apply to any corporation, limited liability company, limited partnership, or limited liability partnership duly organized under the laws of this State, or any corporation, limited liability company, limited partnership, or limited liability partnership organized under the laws of any other State and lawfully doing business in this State."*

Should you have questions or concerns or need anything further please do not hesitate to contact me at [REDACTED] Thank you for your consideration.

Sincerely,

[REDACTED]
Terra Westhaus

TW/sf
Cc: Texas Roadhouse

320 WEST OHIO
SUITE 501
CHICAGO, IL 60654
312.587.8800
FAX 312.587.8808
WWW.LAWWP.COM

WEBSTER LAW PARTNERS, P.C.



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	TEXAS ROADHOUSE HOLDINGS LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	TEXAS ROADHOUSE
Legal Entity Address (including City, State, and Zip)	6040 DUTCHMANS LANE, SUITE 200 LOUISVILLE KY 40205
Legal Entity Phone Number	502-426-9984
Legal Entity Email Address	
Establishment Address including Zip	1713 East Empire Street
Establishment Phone Number	TBD
Establishment Email Address	TBD
*Email Address for ALL City Communications:	

**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
WEBSTER LAW PARTNERS PC			
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

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

Name (First & Last)	City	State	Zip
KATIE MCCULLUM			
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

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

Name (First & Last)	City	State	Zip
Chris Hernan			
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fees applies to PA, EA, RA, or LA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only <i>(Package Sales fee for EA, EE, RE or PA is \$100 Package Fee)</i>	\$450	\$900	\$500	\$1,000
S	Sunday <i>(Fees apply to PA, EA, RA, or LA)</i>	\$112.50	\$225	\$150	\$300
	Curbside Pick-Up and Delivery of Alcohol	\$275	\$550	\$300	\$600
	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)
☐ Partnership (Date of Formation: _____)
☐ Corporation (Inc. or Corp.)
A copy of the Articles of Organization must be attached. 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:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) RESTAURANT
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) RAS
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
5. ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: TEXAS ROADHOUSE OFFERS FULL DINING MENUS, INCLUDING ALCOHOLIC BEVERAGES.
7. If approved, how would the liquor license benefit the City and its residents? IT WILL ALLOW A FULL DINING EXPERIENCE.
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? If yes, please explain: (occasional line dancing by staff in isles, but no dance floor)
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? If yes, what sources will such revenue be derived? FOOD
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:		4PM-10PM
Tuesday:		4PM-10PM
Wednesday:		4PM-10PM
Thursday:		4PM-10PM
Friday:		4PM-11 PM
Saturday:		11AM-11PM
Sunday:		11AM-10PM

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) COMMERCIAL CORRIDOR
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? HOTELS OPERATE 24/7; NEIGHBORING RESTAURANT HOURS VARY
 - 2B. Is the area predominately residential, are they single or multi-family homes? N/A
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) INTERSECTION OF RTE 9 AND RTE 66
4. How much additional traffic is expected to be generated with a liquor license? NONE.
5. Describe any and all on- and off-street parking: ON SITE PARKING LOT
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? OLIVE GARDEN

**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 ownership's 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: SEE ATTACHED LIST OF ILLINOIS LOCATIONS.
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.

Tonya Robinson



Signature

Texas Roadhouse Holdings LLC
 By: Texas Roadhouse, Inc., Its Manager
 By: Tonya Robinson, CEO

Title

Date

4-8-21

2. STATUS OF BUSINESS

Check the applicable box (sole proprietorship, partnership, Illinois corporation, foreign corporation, or limited liability company) which corresponds to your business' official papers filed with the Office of the Illinois Secretary of State.

Based on the box that you check, provide: the date of the filing of the sole proprietorship with the county clerk; in the case of a partnership, the date of formation of the partnership; in the case of an Illinois corporation, the date of its incorporation; in the case of a foreign corporation, the foreign state where it was incorporated and the date, as well as the date of its becoming qualified under the "Business Corporation Act of 1983" to transact business in the State of Illinois; or in the case of a limited liability company, the date of formation of such entity.

Note: In the case of a sole proprietorship, Section 5/6-2 of the Illinois Liquor Control Act requires that the business owner reside within the jurisdiction that grants the local liquor license.

A. ☐ Sole Proprietorship

B. ☐ Partnership

C. ☐ Illinois Corporation

D. ☐ Foreign Corporation

E. ☒ Limited Liability Company

F. ☐ Not-For-Profit

G. ☐ Government

H. ☐ Receivership

I. ☐ Trust/Estate

Date filed with County Clerk: _____

Date of Formation: _____

Date of Incorporation: _____

State of Incorporation: KY

IL Secretary of State File #: 00182133

Date Qualified to do Business in IL: 04/08/1998

3. OWNERSHIP INFORMATION

Provide the owner/officer/partner information in accordance with the business status described under Question 2. This information must be submitted for all owners/officers/partners. The same information must be submitted for shareholders with interests equal to or exceeding five percent.

The following information must be provided for each individual applicant, sole proprietor, partner, corporate officer or director (whether or not they own any stock), shareholder owning in the aggregate stock equal to or more than five percent (including officers, directors and shareholders with stock equal to or more than five percent for all corporate shareholders), and/or manager or agent conducting the business. Indicate the total percentage of stock of the corporation, if any, which is held by persons who hold less than a five percent interest. **All not-for-profit organizations and associations must provide the requested information for all corporate officers, directors and managers.** If additional space is needed, provide information on a separate sheet(s) in the same format as this application. **BEFORE COMPLETING THIS SECTION, CHECK QUESTION NO. 7 - ELIGIBILITY.**

For each owner/officer/partner/five percent shareholder, provide full name, home address, city, state, ZIP Code, Social Security number, date of birth, sex, title/position, home telephone number, and percentage ownership. Total percentage ownership should equal 100 percent. If there are a number of shareholders owning less than five percent, indicate the aggregate total of ownership under Line E.

A.

NAME (LAST, FIRST, MIDDLE INITIAL)		HOME ADDRESS		CITY	STATE	ZIP
TEXAS ROADHOUSE, INC.				LOUISVILLE	KY	40205
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.		% OWNED
			OWNER			100

B.

NAME (LAST, FIRST, MIDDLE INITIAL)		HOME ADDRESS		CITY	STATE	ZIP
MORGAN, GERALD				SANGER	TX	76266
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.		% OWNED
		M	PRESIDENT & CEO			0.00

C.

NAME (LAST, FIRST, MIDDLE INITIAL)		HOME ADDRESS		CITY	STATE	ZIP
COLSON, CHRISTOPHER				PROSPECT	KY	40059
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.		% OWNED
		M	SECRETARY & General Counsel			0.00

D.

NAME (LAST, FIRST, MIDDLE INITIAL)		HOME ADDRESS		CITY	STATE	ZIP
ROBINSON, TONYA				SHELBYVILLE	KY	40065
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.		% OWNED
		F	CHIEF FINANCIAL OFFICER			0.00

E. Total percentage of all stock held by all persons with less than five percent interest. 0%

2. STATUS OF BUSINESS

Check the applicable box (sole proprietorship, partnership, Illinois corporation, foreign corporation, or limited liability company) which corresponds to your business' official papers filed with the Office of the Illinois Secretary of State.

Based on the box that you check, provide: the date of the filing of the sole proprietorship with the county clerk; in the case of a partnership, the date of formation of the partnership; in the case of an Illinois corporation, the date of its incorporation; in the case of a foreign corporation, the foreign state where it was incorporated and the date, as well as the date of its becoming qualified under the "Business Corporation Act of 1983" to transact business in the State of Illinois; or in the case of a limited liability company, the date of formation of such entity.

Note: In the case of a sole proprietorship, Section 5/6-2 of the Illinois Liquor Control Act requires that the business owner reside within the jurisdiction that grants the local liquor license.

A. ☐ Sole Proprietorship

F. ☐ Not-For-Profit

Date filed with County Clerk: _____

B. ☐ Partnership

G. ☐ Government

Date of Formation: _____

C. ☐ Illinois Corporation

H. ☐ Receivership

Date of Incorporation: _____

D. ☐ Foreign Corporation

I. ☐ Trust/Estate

State of Incorporation: KY

E. ☒ Limited Liability Company

IL Secretary of State File #: 00182133

Date Qualified to do Business in IL: 04/08/1998

3. OWNERSHIP INFORMATION

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The following information must be provided for each individual applicant, sole proprietor, partner, corporate officer or director (whether or not they own any stock), shareholder owning in the aggregate stock equal to or more than five percent (including officers, directors and shareholders with stock equal to or more than five percent for all corporate shareholders), and/or manager or agent conducting the business. Indicate the total percentage of stock of the corporation, if any, which is held by persons who hold less than a five percent interest. **All not-for-profit organizations and associations must provide the requested information for all corporate officers, directors and managers.** If additional space is needed, provide information on a separate sheet(s) in the same format as this application. **BEFORE COMPLETING THIS SECTION, CHECK QUESTION NO. 7 - ELIGIBILITY.**

For each owner/officer/partner/five percent shareholder, provide full name, home address, city, state, ZIP Code, Social Security number, date of birth, sex, title/position, home telephone number, and percentage ownership. Total percentage ownership should equal 100 percent. If there are a number of shareholders owning less than five percent, indicate the aggregate total of ownership under Line E.

NAME (LAST, FIRST, MIDDLE INITIAL)		HOME ADDRESS		CITY	STATE	ZIP
JACOBSEN, SCOTT CHRIS				ANCHORAGE	KY	40223
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.		% OWNED
		M	CHIEF MARKETING OFFICER			0.00

NAME (LAST, FIRST, MIDDLE INITIAL)		HOME ADDRESS		CITY	STATE	ZIP
THOMPSON, DOUG				LOUISVILLE	KY	40222
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.		% OWNED
		M	CHIEF OPERATING OFFICER			0.00

NAME (LAST, FIRST, MIDDLE INITIAL)		HOME ADDRESS		CITY	STATE	ZIP
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.		% OWNED
				()		

NAME (LAST, FIRST, MIDDLE INITIAL)		HOME ADDRESS		CITY	STATE	ZIP
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.		% OWNED
				()		

E. Total percentage of all stock held by all persons with less than five percent interest. _____ 0%

IL State Liquor Licenses Held By
Texas Roadhouse Holdings LLC

Entity Name	License Name	License Type	Licensing Authority	Location
Texas Roadhouse Holdings LLC	IL State Liquor (Retailer)	Alcohol License	Illinois Liquor Control Commission	377 - 377 - Springfield, IL
Texas Roadhouse Holdings LLC	IL State Liquor (Retailer on-premises)	Alcohol License	Illinois Liquor Control Commission	50 - 50 - Decatur, IL
Texas Roadhouse Holdings LLC	IL State Liquor (Caterer)	Alcohol License	Illinois Liquor Control Commission	377 - 377 - Springfield, IL
Texas Roadhouse Holdings LLC	IL State Liquor	Liquor License - Retailer	Illinois Liquor Control Commission	611 - 611 - Mt. Prospect, IL
Texas Roadhouse Holdings LLC	IL State Liquor	Alcohol License	Illinois Liquor Control Commission	241 - 241 - Naperville, IL
Texas Roadhouse Holdings LLC	IL State Liquor	Alcohol License	Illinois Liquor Control Commission	187 - 187 - Tinley Park, IL
Texas Roadhouse Holdings LLC	IL State Liquor	Alcohol License	Illinois Liquor Control Commission	482 - 482 - DeKalb, IL
Texas Roadhouse Holdings LLC	IL State Liquor	Alcohol License	Illinois Liquor Control Commission	434 - 434 - Quincy, IL
Texas Roadhouse Holdings LLC	IL State Liquor	State Liquor License	Illinois Liquor Control Commission	543 - 543 - Bloomingdale, IL
Texas Roadhouse Holdings LLC	IL State Liquor	Alcohol License	Illinois Liquor Control Commission	256 - 256 - Shiloh, IL
Texas Roadhouse Holdings LLC	IL State Liquor	Alcohol License	Illinois Liquor Control Commission	414 - 414 - Bradley, IL
Texas Roadhouse Holdings LLC	IL State Liquor	Alcohol License	Illinois Liquor Control Commission	81 - 81 - Joliet, IL
Texas Roadhouse Holdings LLC	IL State Liquor	Alcohol License	Illinois Liquor Control Commission	131 - 131 - East Peoria, IL
Texas Roadhouse Holdings LLC	IL State Liquor	Alcohol License	Illinois Liquor Control Commission	282 - 282 - Rockford, IL
Texas Roadhouse Holdings LLC	IL State Liquor	Alcohol License	Illinois Liquor Control Commission	457 - 457 - Countryside, IL
Texas Roadhouse Holdings LLC	IL State Liquor	Alcohol License	Illinois Liquor Control Commission	465 - 465 - Crystal Lake, IL
Texas Roadhouse Holdings LLC	IL State Liquor	Alcohol License	Illinois Liquor Control Commission	469 - 469 - Edwardsville, IL
Texas Roadhouse Holdings LLC	IL State Liquor	Alcohol License	Illinois Liquor Control Commission	43 - 43 - Champaign, IL

Commissioner Jordan asked Mr. Pacey if he had any intention of adding video gaming machines to this establishment. Mr. Pacey responded absolutely not.

Commissioner Mwilambwe opened the meeting to receive public comment against the application. Ms. Mohan confirmed no one had registered to speak against the application.

Commissioner Mwilambwe closed the public hearing at 4:25 p.m.

Commissioner Meister motioned, seconded by Commissioner Jordan, to approve the change in classification as presented.

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

Ms. Mohan stated for clarification that no conditions were placed on the license.

AYES: Jordan, Meister, Mwilambwe

Motion carried.

The following item was presented:

Agenda Item 6. Public Hearing and action on the request from Texas Roadhouse Holdings, LLC, d/b/a Texas Roadhouse, to be located at 1713 E. Empire St., requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the public hearing at 4:27 p.m.

Nicole Levesque, Attorney on behalf of Texas Roadhouse Holdings, LLC, after being sworn, addressed the Commission. She noted that Chris Hernan, Managing Partner of Texas Roadhouse Holdings, LLC, also joined her and may have additional comments on the application. Ms. Levesque explained that the establishment would be a new build in Bloomington and that it was part of a well-known steakhouse chain with about 600 locations in the United States. She explained that the premises would have 320 seats, including a large dining area with a separate bar space with 55 seats in the bar area. She explained the robust alcohol offerings that would be similar to their other locations. Ms. Levesque stated that, while this location did not initially intend to offer delivery, there would be a curbside pick-up area; however, the establishment only intended to offer food, not alcohol, in the pick-up area. She explained that Texas Roadhouse typically had 8-9% alcohol sales revenue. She stated that all employees must be BASSET trained and that employees were not allowed to be on the floor until each obtained their TIPS training. She noted Texas Roadhouse had a robust in-house training program and asked Chris Hernan to elaborate on the training program.

George Boyle, Asst. Corporation Counsel, asked for one person to address the Commission at a time. Ms. Levesque noted that their presentation wouldn't be complete until Mr. Hernan was able to make comments. She then welcomed questions.

Commissioner Meister had no concerns with the application.

Commissioner Jordan asked for a confirmation of the hours of operation. Ms. Levesque stated that she believed the hours of operation were Monday - Thursday 10:00 a.m. to 4:00 p.m., Friday - Saturday 10:00 a.m. to 11:00 p.m., and Sunday from 11:00 a.m. to 11:00 p.m.

Mr. Boyle had no questions.

Chris Hernan, Managing Partner of Texas Roadhouse Holdings, LLC, after being sworn, addressed the Commission. He corrected that the Bloomington location would have similar

hours of operation to other locations in Central Illinois in that it would not be open for lunch during the week. He explained that they would open at 4:00 p.m. on weekdays, 11:00 a.m. to 11:00 p.m. on Saturdays, and 11:00 a.m. to 10:00 p.m. on Sundays. He stated that their hours of operation would be similar to the Outback Steakhouse across the street with the exception of lunch. Mr. Hernan went on to reiterate that Texas Roadhouse had a very extensive alcohol training program and that every employee that serves alcohol must complete annually.

Commissioner Mwilambwe asked for additional details on the annual training. Mr. Hernan explained that the program was an online training course that was modeled after the BASSET training. He noted that employees must obtain an almost perfect score in order to pass the certification.

Commissioner Jordan asked how employees verified a customer's age. Mr. Hernan responded that employees verified based on a customer's driver's license, military I.D., state I.D., or passport.

Commissioner Meister had no additional questions.

Mr. Boyle asked Mr. Hernan if he lived in Bloomington or if there would be a local manager. Mr. Hernan explained that the current management team was built from managers at the surrounding Texas Roadhouse locations. He noted that he currently resided in Morton, IL but that he had two managers that lived in, or just outside of, Bloomington.

Commissioner Mwilambwe opened the meeting to receive public comment for or against the application. Ms. Mohan informed the Commission that no individuals had registered speak live and no emailed public comment was received.

Commissioner Mwilambwe closed the public hearing at 4:38 p.m.

Commissioner Jordan motioned, seconded by Commissioner Meister, to positively recommend the creation of the license to the City Council.

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

AYES: Jordan, Meister, Mwilambwe

Motion carried.

The following item was presented:

Agenda Item 7. Continued Sanctions Hearing on a Complaint and Citation (#2021-003) issued to Hurley Consolidated Enterprises, LLC, d/b/a Drifters, located at 612 N. Main St., as requested by the Legal Department.

Commissioner Mwilambwe asked George Boyle, Asst. Corporation Counsel, for an update on the item.

Mr. Boyle explained that, at the last hearing, an amended agreed order was issued ordering sanctions and that essentially, there were three parts to the sanctions. He explained that the item was continued to the May Commission meeting to monitor the compliance of the first portion of the sanctions, which it had been. Mr. Boyle explained that the first portion of the sanctions included a total fine of \$2,500, payment of the liquor license renewal fee in the amount of \$2,950, a \$290 late renewal fee, and the provision of supporting documentation of the license renewal. He reiterated that the first portion had been complied with.

Mr. Boyle then stated that the second portion of the sanctions included ½ payment of the outstanding delinquent food and beverage taxes, fees, penalties, and interest owed. He



CONSENT AGENDA ITEM NO. 8.Q

FOR COUNCIL: June 14, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lots 5 & 8 in Block 25 in Camp Potawatomie, from Susan Mizell, to the petitioners, Aaron Hallead and Cynthia Hallead, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lot Transfer and Supplemental Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of a Petition and Supplemental Agreement for the Lake Bloomington Lot Transfer of Lots 5 & 8 in Block 25 in Camp Potawatomie, from Susan Mizell to the petitioners, Aaron Hallead and Cynthia Hallead. Lots 5 & 8 have a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on May 6, 2021, and found the system to be in the following condition, as noted in a May 14, 2021, letter from the McLean County Health Department:

❖ The alarm for the pump system is located in the basement. This may remain as is until the septic system is repaired or replaced.

The lessee has entered into a supplemental agreement with the City of Bloomington to have the septic tank pumped and evaluated at least once every three years, with the first pump and evaluation taking place no later than June 14, 2024. The lessee will submit proof to the City of Bloomington upon completion.

There is currently a boat dock on the subject lot. Pursuant to Ordinance 2018-87, passed by the City Council on October 8, 2018, boat docks are allowed on leased lots with a residence and a valid lease with the City of Bloomington, so long as the lessee obtains a permit.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

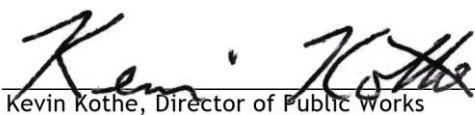
FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$340.17 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:


Kevin Kothe, Director of Public Works

6/1/2021


Chris Tomerlin, Budget Manager

6/1/2021

George Boyle
George Boyle, Assistant Corporation Counsel

6/3/2021


Tara Henry, Legislative Assistant

6/9/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 3B Current Lease_Mizell to Hallead Lake Lot Transfer 06142021
- PW 3C Property Manager Memo_Mizell to Hallead Lake Lot Transfer 06142021
- PW 3D Petition_Mizell to Hallead Lake Lot Transfer 06142021
- PW 3E Septic Information_Mizell to Hallead Lake Lot Transfer 06142021
- PW 3F Agreement_Mizell to Hallead Lake Lot Transfer 06142021
- PW 3G Supplemental Agreement_Mizell to Hallead Lake Lot Transfer 06142021

- PW 3H Location Map_Mizell to Hallead Lake Lot Transfer 06142021
- PW 3I Unrecorded Plat Map_Mizell to Hallead Lake Lot Transfer 06142021
- PW 3J Structure Map_Mizell to Hallead Lake Lot Transfer 06142021
- PW 3K Photographs_Mizell to Hallead Lake Lot Transfer 06142021

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 25 day of June, 2007, ~~19~~ between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Larry D. Mizell and Susan J. Mizell

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lots 5 & 8 in Block 25 in Camp Potowatomie, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one that does not apply) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee~~

~~who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____ ¢ (\$.____) per \$100 EAV.~~

SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. Lessee shall erect only one principal structure on the property included in this lease. Any other improvements erected on said property shall be for use in conjunction with the principal structure. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any

improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. No such assignment, transfer rental or sublease may be made as to Lessee's interest in any of the lots conveyed by this lease except if made in conjunction with an assignment, transfer, rental or sublease of Lessee's interest in all of the lots. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake

Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that

a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

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

Lessee

Larry D. Mizell

Susan J. Mizell

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

Larry D. Mizell and Susan J. Mizell

By;

Its Mayor

Attest:

Dacey C. St.

MEMORANDUM

May 20, 2021

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lots 5 & 8, Block 25 in Camp Potawatomie Lake Lot Transfer

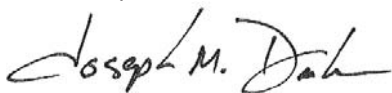
A Petition and Lake Lot Transfer request has been submitted for Lots 5 & 8, Block 25 in Camp Potawatomie, from Susan Mizell to the petitioners, Aaron Hallead and Cynthia Hallead.

EAV for this property is \$85,042. The Lake Lease uses the current lake lease rate of \$0.40 per \$100.00 of EAV.

This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$340.17 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2022 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 88.

Please feel free to contact me directly should you have any questions.

Sincerely,



Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2159 | Email: jdarter@cityblm.org



Lake Bloomington Lease Transfer Petition

That the purchase price and rentals having been paid to the City of Bloomington for:

LOT: 5 & 8 BLOCK 25 of Camp Potawatomie

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer the Lease on the above property;

From: (please print) Susan Mizell (Seller Name)

To: (please print) Aaron Hallead and Cynthia Hallead (Buyer Name)

Signatures of Sellers

Signatures of Sellers

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes (please print) Aaron Hallead and Cynthia Hallead (Buyer) and

respectfully shows that He/She/They became the purchaser of all right, title, and interests of

Susan Mizell (Seller) In and to the Lease made on the

(Date) _____ upon the above property, all located in McLean County, Illinois, together with all the

improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said

(Seller) Susan Mizell has executed deed of transfer of their interest in

said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign, or transfer said premises without the written consent of the Lessor.

Petitioner therefor prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted

Signature of Buyer

Signature of Buyer

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 5 & 8 BLOCK 25 CAMP Potawatomie,
OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title, and interest of (Seller) Susan Mizell, in and to the premises known as LOT 5 & 8 BLOCK 25 in Camp Potawatomie, in McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____.

, Mayor



McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

May 14, 2021

Ms. Susan Mizell


Re: Septic Permit #07-12716
Parcel #07-12-203-007
Lot 55, Lake Bloomington – Potowatomie Subdivision

Dear Ms. Mizell:

On May 13, 2021, this department received a septic system evaluation report from Mr. Rob Sylvester, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on May 6, 2021 and the following deficiencies were noted:

- The alarm for the pump system is located in the basement. This may remain as is until the septic system is repaired or replaced.

In summary, the septic system was installed in 2007 and is now approximately 14 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years.

For information on routine operation and maintenance of your septic system, please visit our website at <https://health.mcleancountyil.gov/>.

If you have any questions, please contact Ms. Samantha Odenthal, of this department, at (309) 888-5482.

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Sylvester, Sylvester Septic & Concrete
Mr. Joe Darter, Water Department Property Manager
Mr. & Mrs. Aaron Hallead

TJA:AC:du

AC-0601-21-095

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: _____
Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly must be thoroughly documented on this report. Place all comments in the comment section on the last page.

*This evaluation is **NOT FINAL** until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.*

1. Current Owner Information:

Name: Susan Mizell

Address: [REDACTED]

Phone #: Day: _____ Home: _____
Email: _____

2. Requestor Information:

Name: Cindy and Aaron Hallead

Address: [REDACTED]

Phone #: Day: _____ Home: _____
email: [REDACTED]

3. Property Information:

Parcel Number (Tax ID): 07-12-203-007 Date Evaluation Performed: 05/06/21

Address of property evaluated: [REDACTED] Sub. & Lot: _____

Permit available from Health Dept.: Yes ☒ No ☐ Permit Number: 07-12716

4. Interview Information:

Person interviewed: Susan Mizell Original owner: Yes ☐ No ☒

Age of home (years): 58 Intended for seasonal use: Yes ☐ No ☒

Date last occupied: currently Number of occupants: 1

Has tank ever been pumped: Yes ☒ No ☐ N/A ☒ If yes, how often: 2016

5. Interior Evaluation:

Number of bedrooms: 4 Garbage disposal: Yes ☐ No ☒

Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒

Water softener discharges to: N/A Clothes washer discharges to: septic tank

Dishwasher discharges to: Septic tank Hot tub discharges to: N/A

Basement plumbing fixtures: Discharge locations:

a. sink a. to tank

b. washer b. to tank

c. toilet c. to tank

d. _____ d. _____

Basement floor drains discharge to: n/a Garage floor drains discharge to: n/a

Sump pit/pump discharges to: n/a Downspouts discharge to: surface

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: <u>12</u> inches			Depth of soil to top of tank: _____ inches		
Tank has access within 12" of ground surface: ☒ ☐	☒	☐	Tank has access within 12" of ground surface: ☐ ☐	☐	☐
Size: <u>1500</u> gallons Type: <u>concrete</u>			Size: _____ gallons Type: _____		
Meets current code: ☒ ☐	☒	☐	Meets current code: ☐ ☐	☐	☐
Tank lids in good condition: ☒ ☐	☒	☐	Tank lids in good condition: ☐ ☐	☐	☐
Inlet baffle in good condition: ☒ ☐	☒	☐	Inlet baffle in good condition: ☐ ☐	☐	☐
Evidence of solids on inlet baffle: ☐ ☒	☐	☒	Evidence of solids on inlet baffle: ☐ ☐	☐	☐
Outlet baffle in good condition: ☒ ☐	☒	☐	Outlet baffle in good condition: ☐ ☐	☐	☐
Evidence of solids on outlet baffle: ☐ ☒	☐	☒	Evidence of solids on outlet baffle: ☐ ☐	☐	☐
Water standing in outlet: ☐ ☒	☐	☒	Water standing in outlet: ☐ ☐	☐	☐
Water level below outlet: ☐ ☒	☐	☒	Water level below outlet: ☐ ☐	☐	☐
Tank needs to be pumped: ☐ ☒	☐	☒	Tank needs to be pumped: ☐ ☐	☐	☐
Outlet device/filter on tank: ☐ ☒	☐	☒	Outlet device/filter on tank: ☐ ☐	☐	☐
Type: _____			Type: _____		
Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☒			Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☐		

B. SEEPAGE FIELD -- This Section N/A ☒

Depth to top of field: _____ inches to _____ inches

Square feet of field: _____ square feet

	Yes	No
Meets current code sizing requirements:	☐	☐
Seepage standing on ground surface:	☐	☐
Lush vegetation or saturated soil on or near seepage field area:	☐	☐
Evidence that water has ponded over seepage field or the soil is saturated:	☐	☐
Solids or "carry over" material present in the rock or bedding material:	☐	☐
Depth of water in trench: _____ inches		

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A ☒

	Yes	No
Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	☐	☐

D. SEEPAGE BED -- This Section N/A ☐

Depth to top of bed: 12 inches to 14 inches

Square feet of bed: 1200 square feet

	Yes	No
Meets current code sizing requirements:	☒	☐
Seepage standing on ground surface:	☐	☒
Lush vegetation or saturated soil on or near seepage bed area:	☐	☒
Evidence water has ponded over seepage bed or is soil saturated:	☐	☒
Solids or "carry over" material present in the rock or bedding material:	☐	☒
Depth of water in the bed: <u>0</u> inches		

E. SAND FILTER -- This Section N/A ☒

Minimum soil cover depth to top of sand filter: _____ inches

Square feet of sand filter: _____ square feet

Yes No

Is water standing in the distribution pipes or in the rock that surrounds the pipe:

☐ ☐

Meets current code sizing requirements:

☐ ☐

Seepage standing on ground surface over filter:

☐ ☐

Lush vegetation on or near sand filter:

☐ ☐

Evidence if water has ponded over sand filter:

☐ ☐

Sand filter vented as required:

☐ ☐

Vent in good repair:

☐ ☐

Chlorinator with screw on cap present:

☐ ☐

Chlorinator tube with corrosion resistant handle present:

☐ ☐

Evidence of chlorination:

☐ ☐

Evidence of restricted flow in chlorinator:

☐ ☐

Sample port with screw on cap present:

☐ ☐

Where does the contact tank discharge to: (Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.) _____

F. PUMP OR LIFT STATION -- This Section N/A ☐

Yes No

Pump chamber an approved design:

☒ ☐

Chamber volume 1.5 times the daily flow:

☐ ☒

Is there a dual pump:

☒ ☐

Alarm present:

☒ ☐

Alarm location: _____ in basement

Alarm properly working with audio and visual functions:

☒ ☐

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____

Model number: _____

Size of unit: _____ gallons

Yes No

Pump running at time of inspection:

☐ ☐

Current maintenance contract in place:

☐ ☐

Who is maintenance contract with: _____

Alarm present:

☐ ☐

Alarm location: _____

Alarm properly working with audio and visual functions:

☐ ☐

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:

☐ ☐

Chlorinator tube with corrosion resistant handle present:

☐ ☐

Evidence of chlorination:

☐ ☐

Where does the contact tank discharge to: (Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.) _____

See drawing from permit

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A ☒	*Geothermal unit to: N/A ☒	*Building to:
Septic tank: <u>N/A</u> feet	Septic tank: <u>n/a</u> feet	Septic tank: <u>7</u> feet
Seepage system: <u>N/A</u> feet	Seepage system: <u>n/a</u> feet	Seepage system: <u>15</u> feet
Sand filter: <u>N/A</u> feet	Sand filter: <u>n/a</u> feet	Sand filter: <u>n/a</u> feet
Effluent tile: <u>N/A</u> feet	Effluent tile: <u>N/A</u> feet	Effluent tile: <u>N/A</u> feet
Effluent discharge: <u>N/A</u> feet	Effluent discharge: <u>n/a</u> feet	Effluent discharge: <u>n/a</u> feet
Geothermal unit: <u>n/a</u> feet	Aerobic unit: <u>n/a</u> feet	Geothermal unit: <u>n/a</u> feet
Aerobic unit: <u>n/a</u> feet		Aerobic unit: <u>N/A</u> feet
*Water line to:	*Body of water to: N/A ☒	
Septic tank: <u>75</u> feet	Septic tank: <u>N/A</u> feet	
Seepage system: <u>110</u> feet	Seepage system: <u>N/A</u> feet	
Sand filter: <u>n/a</u> feet	Sand filter: <u>N/A</u> feet	
Effluent tile: <u>N/A</u> feet	Effluent tile: <u>N/A</u> feet	
Effluent discharge: <u>n/a</u> feet	Effluent discharge: <u>N/A</u> feet	
Aerobic unit: <u>N/A</u> feet	Aerobic unit: <u>N/A</u> feet	

Comments:

This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

Upon inspection, I found that the septic tank did not need to be pumped. It was pumped in 2016. There is only one occupant.

The homeowner had both pumps replaced in the fall of 2020. All the components of the system were in good working order. This is no guarantee of

how the system may function in the future.

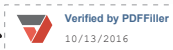
This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee of how the sewage disposal system may function at any time in the future.

Rob Sylvester 049-26206

Inspector Name (print)

Rud Sykora
Signature

Signature



05/07/21

Date _____

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____,

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Aaron Hallead and Cynthia Hallead

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) ~~(as tenants in common)~~ ~~(as tenants by the entirety)~~ of , Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 5 & 8 in Block 25 in Camp Potawatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.
3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of~~

~~McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.~~

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

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

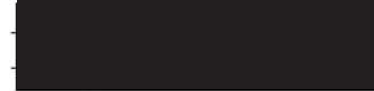
Lessee Name and Mailing Address

Aaron Hallead and Cynthia Hallead



Lessee Billing Address

Aaron Hallead and Cynthia Hallead



18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

By:

Its Mayor

Attest:

City Clerk

-Lessee-



SUPPLEMENTAL ATTACHMENT TO LAKE BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Aaron Hallead and Cynthia Hallead, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lots 5 & 8 in Block 25 in Camp Potawatomie and enforceable under the terms of said lease.

1. Septic tank(s) are to be pumped no later than June 14, 2024, and once every three years following. Proof of pumping shall be submitted to the City of Bloomington.
2. Septic System shall be evaluated by a McLean County Health Department approved septic evaluator no later than June 14, 2024, and once every three years following. Proof of evaluation shall be submitted to the City of Bloomington.
3. This supplement lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as the terms of the lease.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Mboka Mwilambwe, Mayor

ATTEST: _____
Leslie Smith-Yocum, City Clerk

LESSEES:

Aaron Hallead, Lessee

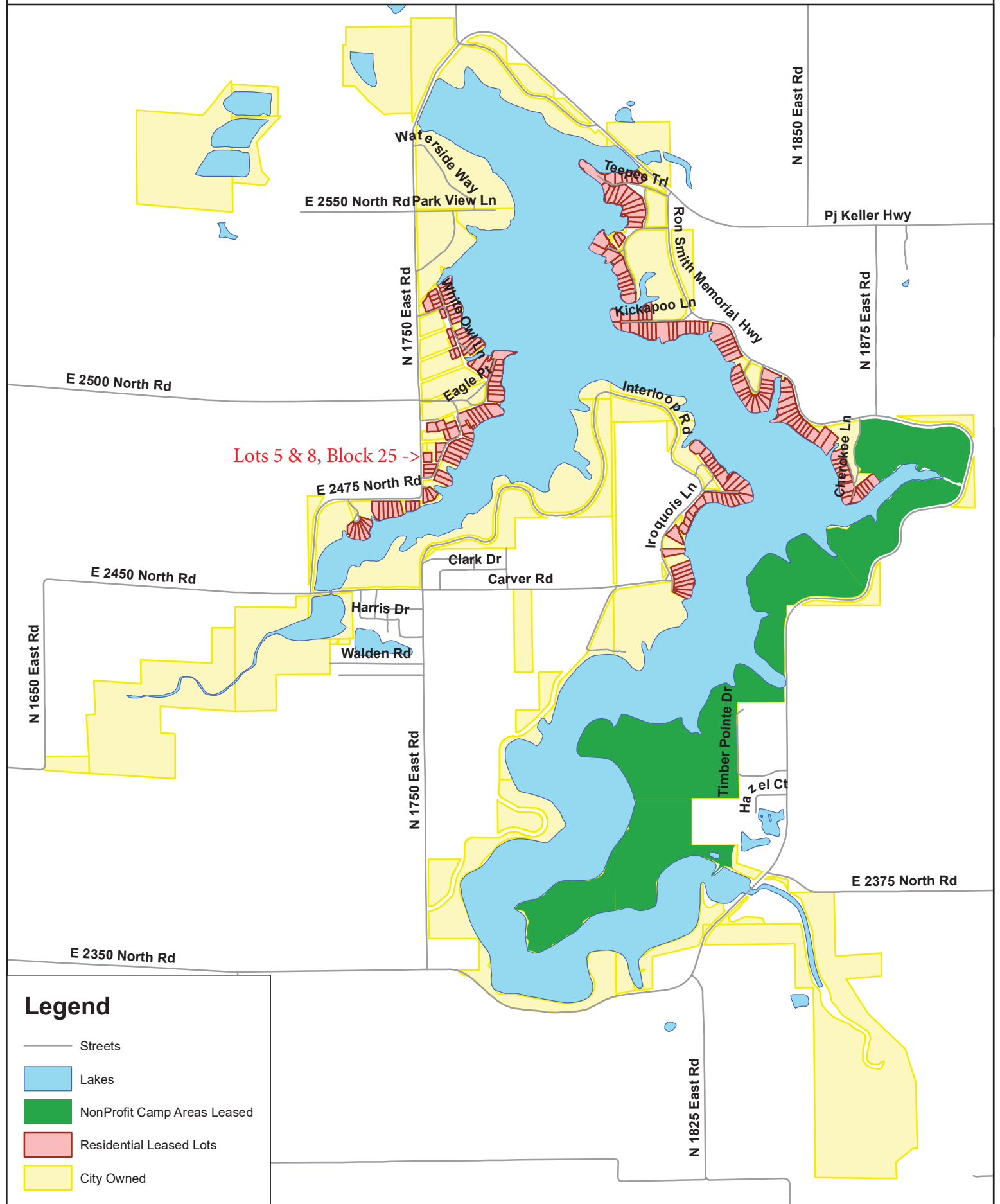
Cynthia Hallead, Lessee

Lake Bloomington Lease Map



0 1,000 2,000

Feet
Date: 4/23/2021



CAMP POTAWATOMIE

ON WEST SHORE OF
LAKE BLOOMINGTON

SCALE IN FEET
0 100 200 300 400 500

1/2" = 1' 1/4" = 1' 1/2" 1/8" = 1' 1/8" 1/16" = 1' 1/16"
1/32" = 1' 1/32" 1/64" = 1' 1/64"
1/128" = 1' 1/128" 1/256" = 1' 1/256"
1/512" = 1' 1/512" 1/1024" = 1' 1/1024"
1/2048" = 1' 1/2048" 1/4096" = 1' 1/4096"
1/8192" = 1' 1/8192" 1/16384" = 1' 1/16384"
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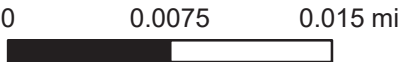
Lots 5 & 8, Block 25 Structure Map



<http://www.McGIS.org/License>



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CONSENT AGENDA ITEM NO. 8.R

FOR COUNCIL: June 14, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lot 16 in Block 2 in Camp Kickapoo, from the Robert and Lisa Russell, to the petitioners, Robert Brent and Johanna Gardner, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lot Transfer and Supplemental Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of a Petition and Supplemental Agreement for the Lake Bloomington Lot Transfer of Lot 16 in Block 2 in Camp Kickapoo, from the Robert and Lisa Russell, to the petitioners, Robert Brent and Johanna Gardner. Lot 16 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on April 27, 2021, and found the system to be in the following condition, as noted in a May 19, 2021, revised letter from the McLean County Health Department:

- ❖ The water softener discharges to the floor drain which discharges to the septic system. This may remain as is until the septic system is repaired or replaced.
- ❖ The second septic tank is installed deeper than allowed by current code. This department recommends risers or access ports be installed over the inlet and outlet of the tank to allow for evaluation and maintenance of the tank if practical.
- ❖ The gas line and an electrical conduit have been installed across the septic tanks. The first septic tank has a yellow gas line crossing part of inlet lid. The second septic tank has an apparent electrical conduit crossing part of the outlet lid. Per Mr. Williamson the lids are removable with some effort. Based on this information these utility lines will not prevent evaluation and maintenance of the septic tanks. However, their location may inhibit the ease of these items in the future.
- ❖ The alarm for the pump system is located in the basement. This may remain as is until the septic system is repaired or replaced.
- ❖ At the time of the evaluation, Mr. Williamson replaced the pump and alarm float, extended the pump station to the ground surface and raised the sand filter vent to one foot above the ground service.



There was no evidence of chlorine in the chlorinator. This is a violation of the Illinois Department of Public Health's Private Sewage Disposal Licensing Act and Code, 2013 and Chapter 310 of the McLean County Revised Code. All sand filter effluent is required to be chlorinated to reduce the bacterial load before being discharged to the environment. Approved chlorine tablets must be used on a constant basis thereafter. A chlorine tablet was placed in the chlorinator at the time of the evaluation by Mr. Williamson.

The lessee has entered into a supplemental agreement with the City of Bloomington to have the septic tank pumped and evaluated at least once every three years, with the first pump and evaluation taking place no later than June 14, 2024, and to install a riser or access port over the inlet and outlet of the tank prior to residential occupancy. Rob Williamson installed a riser on the second tank on May 22, 2021.

There is currently a boat dock on the subject lot. Pursuant to Ordinance 2018-87, passed by the City Council on October 8, 2018, boat docks are allowed on leased lots with a residence and a valid lease with the City of Bloomington, so long as the lessee obtains a permit.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

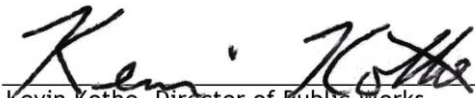
FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the formula of \$0.40 per \$100.00 Equalized Assessed Value in determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will now generate approximately \$888.52 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

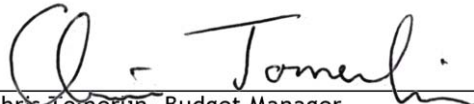
Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:


Kevin Kothe, Director of Public Works

6/1/2021


Chris Tomerlin, Budget Manager

6/1/2021

George Boyle
George Boyle, Assistant Corporation Counsel

6/3/2021


Tara Henry, Legislative Assistant

6/10/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 2B Current Lease_Russell to Gardner Lake Lot Transfer 06142021
- PW 2C Property Manager Memo_Russell to Gardner Lake Lot Transfer 06142021
- PW 2D Petition_Russell to Gardner Lake Lot Transfer 06142021
- PW 2E Septic Information_Russell to Gardner Lake Lot Transfer 06142021
- PW 2F Agreement_Russell to Gardner Lake Lot Transfer 06142021
- PW 2G Supplemental Agreement_Russell to Gardner Lake Lot Transfer 06142021
- PW 2H Location Map_Russell to Gardner Lake Lot Transfer 06142021
- PW 2I Unrecorded Plat Map_Russell to Gardner Lake Lot Transfer 06142021
- PW 2J Structure Map_Russell to Gardner Lake Lot Transfer 06142021
- PW 2K Photograph_Russell to Gardner Lake Lot Transfer 06142021

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 14th day of October, 2003
between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter
called CITY and Lisa Russell and Robert T. Russell

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants
in common) (as tenants by the entirety) of _____, County of McLean, State of Illinois,
hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 16 in Block 2 in Camp KICKAPOO according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT:

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

- 1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

- 2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will

remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

- 3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

Lessee Name and Mailing Address

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

Lisa Russell
Robert T. Russell

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

James H. Hays
Its Mayor

Attest:

Tammy C. [Signature]
City Clerk

12-1-03

MEMORANDUM

May 19, 2021

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 16, Block 2 in Camp Kickapoo Lake Lease Transfer

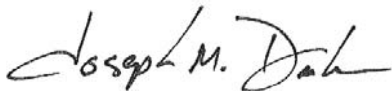
A Petition and Lake Lease Transfer request has been submitted for Lot 16, Block 2 in Camp Kickapoo, from Robert and Lisa Russell to the petitioners, Robert Brent and Johanna Gardner.

EAV for this property is \$222,130. The Lake Lease uses the current lake lease rate of \$0.40 per \$100.00 of EAV.

This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$888.52 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2022 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 88.

Please feel free to contact me directly should you have any questions.

Sincerely,



Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2159 | Email: jdarter@cityblm.org

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:

Lot 16 Block 2 of Camp Kickapoo

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: Robert & Lisa Russell (Sellers Name)

To: Robert Brent & Johanna Gardner (Buyers Name)



(Signatures of Seller)

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes Robert Brent and Johanna Gardner (Buyer) and re-

spectfully shows that He/She/They became the purchaser of all right, title and interest of

Robert and Lisa Russell (Seller) In and

to the Lease made on the (Date) _____ upon the above property, all located in McLean County,

Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto

belonging, and that the said (Seller)

Robert and Lisa Russell

has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted,



(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 16
BLOCK 2 CAMP Kickapoo, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) Robert and Lisa Russell in and to the premises known as Lot 16 Block 2 in Camp Kickapoo, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____,

_____, Mayor



McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

May 19, 2021

Mr. & Mrs. Robert Russel
[REDACTED]

Re: Septic Permit #93-8761
Parcel #08-06-351-004
Lot 128, Lake Bloomington – Kickapoo Subdivision
Revised Letter

Dear Mr. & Mrs. Russel:

On April 29, 2021, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on April 27, 2021 **with additional verbal clarification provided on May 11, 2021.** The following deficiencies were noted:

- The water softener discharges to the floor drain which discharges to the septic system. This may remain as is until the septic system is repaired or replaced.
- The second septic tank is installed deeper than allowed by current code. This department recommends risers or access ports be installed over the inlet and outlet of the tank to allow for evaluation and maintenance of the tank **if practical.**
- **The gas line and an electrical conduit have been installed across the septic tanks. The first septic tank has a yellow gas line crossing part of inlet lid. The second septic tank has an apparent electrical conduit crossing part of the outlet lid. Per Mr. Williamson the lids are removable with some effort. Based on this information these utility lines will not prevent evaluation and maintenance of the septic tanks. However, their location may inhibit the ease of these items in the future.**
- The alarm for the pump system is located in the basement. This may remain as is until the septic system is repaired or replaced.
- At the time of the evaluation, Mr. Williamson replaced the pump and alarm float, extended the pump station to the ground surface and raised the sand filter vent to one foot above the ground surface.

Mr. & Mrs. Robert Russel

May 19, 2021

Page 2

- There was no evidence of chlorine in the chlorinator. This is a violation of the Illinois Department of Public Health's Private Sewage Disposal Licensing Act and Code, 2013 and Chapter 310 of the McLean County Revised Code. All sand filter effluent is required to be chlorinated to reduce the bacterial load before being discharged to the environment. Approved chlorine tablets must be placed in the chlorinator tube within ten days of the date of this letter. The chlorine tablets must be used on a constant basis thereafter. **A chlorine tablet was placed in the chlorinator at the time of the evaluation by Mr. Williamson.**

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State-wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at <https://health.mcleancountyil.gov/>
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.
5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the IDPH for systems constructed prior to February 10, 2014.

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply
2000 South Bunn Street
Bloomington, IL 61704
Phone: (309) 828-8313

Tolan's Excavating
2903 Gill Street
Bloomington, IL 61704
Phone: (309) 663-0191

Shoemaker Farm Drainage
202 W. Pine Street
LeRoy, IL 61752
Phone: (309) 962-3108

Zeschke Septic Cleaning
2408 Greyhound Road
Bloomington, IL 61704
Phone: (309) 808-2776

Mr. & Mrs. Robert Russel
May 19, 2021
Page 3

In summary, the septic system was installed in 1993 and is now approximately 28 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and used seasonally and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at <https://health.mcleancountyil.gov/>

If you have any questions, please contact Ms. Samantha Odenthal, of this department, at (309) 888-5482.

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating LLC
Mr. Joe Darter, Water Department Property Manager
Mr. & Mrs. Robert Gardner

TJA:AC:du

AC-0601-21-082JH

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: _____

Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

*This evaluation is **NOT FINAL** until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.*

1. Current Owner Information:

Name: Robert & Lisa Russel

Address: _____

Phone #: Day _____ Home _____ - -

2. Requestor Information:

Name: Robert & Johannah Gardner

Address: _____

Phone #: Day _____ Home _____ - -

3. Property Information:

Parcel Number (Tax ID): () 08-06-351-004Date Evaluation Performed: 04-27-21Address of property evaluated: _____ Sub. & Lot: Lake Blm K-128Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 93-8761

4. Interview Information:

Person interviewed: Nancy BradyOriginal owner: Yes ☐ No ☒Age of home (years): 28Intended for seasonal use: Yes ☒ No ☐Date last occupied: vacant

Number of occupants: _____

Has tank ever been pumped: Yes ☒ No ☐If yes, how often: 18 yrs ago

5. Interior Evaluation:

Number of bedrooms: 3Garbage disposal: Yes ☒ No ☐Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒Water softener discharges to: floor drainClothes washer discharges to: septicDishwasher discharges to: septic

Hot tub discharges to: _____

Basement plumbing fixtures:

Discharge locations:

a. alla. septic

b. _____

b. _____

c. _____

c. _____

d. _____

d. _____

Basement floor drains discharge to: septicGarage floor drains discharge to: n/aSump pit/pump discharges to: n/aDownspouts discharge to: ground surface

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☐	Yes	No
Depth of soil to top of tank: 12 inches			Depth of soil to top of tank: 20 inches		
Tank has access within 12" of ground surface	☒	☐	Tank has access within 12" of ground surface	☐	☒
Size: 1250 gallons Type:			Size: 750 gallons Type:		
Meets current code:	☒	☐	Meets current code:	☒	☐
Tank lids in good condition:	☒	☐	Tank lids in good condition:	☒	☐
Inlet baffle in good condition:	☒	☐	Inlet baffle in good condition:	☒	☐
Evidence of solids on inlet baffle:	☐	☒	Evidence of solids on inlet baffle:	☐	☒
Outlet baffle in good condition:	☒	☐	Outlet baffle in good condition:	☒	☐
Evidence of solids on outlet baffle:	☐	☒	Evidence of solids on outlet baffle:	☐	☒
Water standing in outlet:	☐	☒	Water standing in outlet:	☐	☒
Water level below outlet:	☐	☒	Water level below outlet:	☐	☒
Tank needs to be pumped:	☐	☒	Tank needs to be pumped:	☐	☒
Outlet device/filter on tank:	☐	☒	Outlet device/filter on tank:	☐	☒
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A ☐			Yes ☐ No ☐ N/A ☐		

B. SEEPAGE FIELD -- This Section N/A ☒

Depth to top of field: _____ inches to _____ inches
 Square feet of field: _____ square feet

Meets current code sizing requirements:
 Seepage standing on ground surface:
 Lush vegetation or saturated soil on or near seepage field area:
 Evidence that water has ponded over seepage field or the soil is saturated:
 Solids or "carry over" material present in the rock or bedding material:
 Depth of water in trench : _____ inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A ☒

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?

Yes	No
☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: _____ inches to _____ inches
 Square feet of bed: _____ square feet

Meets current code sizing requirements:
 Seepage standing on ground surface:
 Lush vegetation or saturated soil on or near seepage bed area:
 Evidence water has ponded over seepage bed or is soil saturated:
 Solids or "carry over" material present in the rock or bedding material:
 Depth of water in bed : _____ inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: 24 inches

Square feet of sand filter: 870 square feet

Is water standing in the distribution pipes or in the rock that surrounds the pipe:

Meets current code sizing requirements:

Seepage standing on ground surface over filter:

Lush vegetation on or near sand filter:

Evidence if water has ponded over sand filter:

Sand filter vented as required:

Vent in good repair:

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Evidence of restricted flow in chlorinator:

Sample port with screw on cap present:

Yes	No
☐	☒
☒	☐
☐	☒
☐	☒
☒	☒
☒	☐
☒	☐
☒	☐
☐	☒
☐	☒
☒	☐

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* rock trench

F. PUMP OR LIFT STATION -- This Section N/A ☐

Pump chamber an approved design:

Chamber volume 1.5 times the daily flow:

Is there a dual pump:

Alarm present:

Alarm location: basement

Alarm properly working with audio and visual functions:

Yes	No
☒	☐
☒	☐
☐	☒
☒	☐
☒	☐

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

Pump running at time of inspection:

Current maintenance contract in place:

Who is maintenance contract with: _____

Alarm present:

Alarm location: _____

Alarm properly working with audio and visual functions:

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* _____

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A ☐	*Geothermal unit to: N/A ☐	*Building to:
Septic tank: _____ feet	Septic tank: _____ feet	Septic tank: _____ feet
Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: _____ feet
Sand filter: _____ feet	Sand filter: _____ feet	Sand filter: _____ feet
Effluent tile: _____ feet	Effluent tile: _____ feet	Effluent tile: _____ feet
Effluent discharge: _____ feet	Effluent discharge: _____ feet	Effluent discharge: _____ feet
Geothermal unit: _____ feet	Aerobic unit: _____ feet	Geothermal unit: _____ feet
Aerobic unit: _____ feet		Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A ☐	
Septic tank: _____ feet	Septic tank: _____ feet	
Seepage system: _____ feet	Seepage system: _____ feet	
Sand filter: _____ feet	Sand filter: _____ feet	
Effluent tile: _____ feet	Effluent tile: _____ feet	
Effluent discharge: _____ feet	Effluent discharge: _____ feet	
Aerobic unit: _____ feet	Aerobic unit: _____ feet	

Comments:

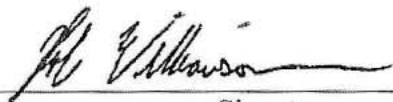
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The septic tanks do not need to be pumped at this time but both tanks should be checked regularly and pumped as needed in the future. A gas line is over the second tank which makes it so a riser can not be put on the lid. The pump and alarm float in the pump station were replaced at the time of this evaluation and the pump chamber was extended to the ground surface. A chlorine tablet was placed in the chlorinator tube and the sand filter vent was raised to a foot above ground level. This septic system appears to be functioning at this time. The house has been vacant so the septic system could evaluate differently under normal water usage. The average life of a septic system is about 25 years. This septic system is 28 years old.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

Rob Williamson

Inspector's Name (print)



Signature

04-29-21

Date

Invoice from Williamson Excavating

1 message

williamsonexcavating@gmail.com

Thu, Apr 29, 2021 at 11:41 AM

To:

Williamson Excavating, LLC

Invoice Due: 04/29/2021
9870

Amount Due: **\$1,406.00**

Dear Robert Russel :

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,
Rob
Williamson Excavating
(309) 275-3003

*pd
4/31/2021*

 Inv_9870_from_Williamson_Excavating_LLC_6868.pdf
66K

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____,

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Robert Brent and Johanna Graenke

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of, Osage, County of McLean, State of Illinois, hereinafter called "Lessee," Kendall

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 16 in Block 2 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one that does not apply) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of~~

~~McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.~~

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT' OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessor may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

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

Lessee Name and Mailing Address

X Robert Brent & Johanna Gardner

Lessee Billing Address

X Robert Brent & Johanna Gardner

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

By:

Its Mayor

Attest:

City Clerk

-Lessee-

X

SUPPLEMENTAL ATTACHMENT TO LAKE BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Robert Brent and Johanna Gardner, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lot 16 in Block 2 in Camp Kickapoo and enforceable under the terms of said lease.

1. Septic tank(s) are to be pumped no later than June 14, 2024, and once every three years following. Proof of pumping shall be submitted to the City of Bloomington.
2. Septic System shall be evaluated by a McLean County Health Department approved septic evaluator no later than June 14, 2024, and once every three years following. Proof of evaluation shall be submitted to the City of Bloomington.
3. Risers or access ports must be installed over the inlet and outlet of the second tank to allow for evaluation and maintenance of the tank. This must be completed prior to any residential occupancy.
4. This supplement lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as the terms of the lease.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Mboka Mwilambwe, Mayor

ATTEST: _____
Leslie Smith-Yocum, City Clerk

LESSEES:

DocuSigned by:

Robert Brent Gardner, Lessee

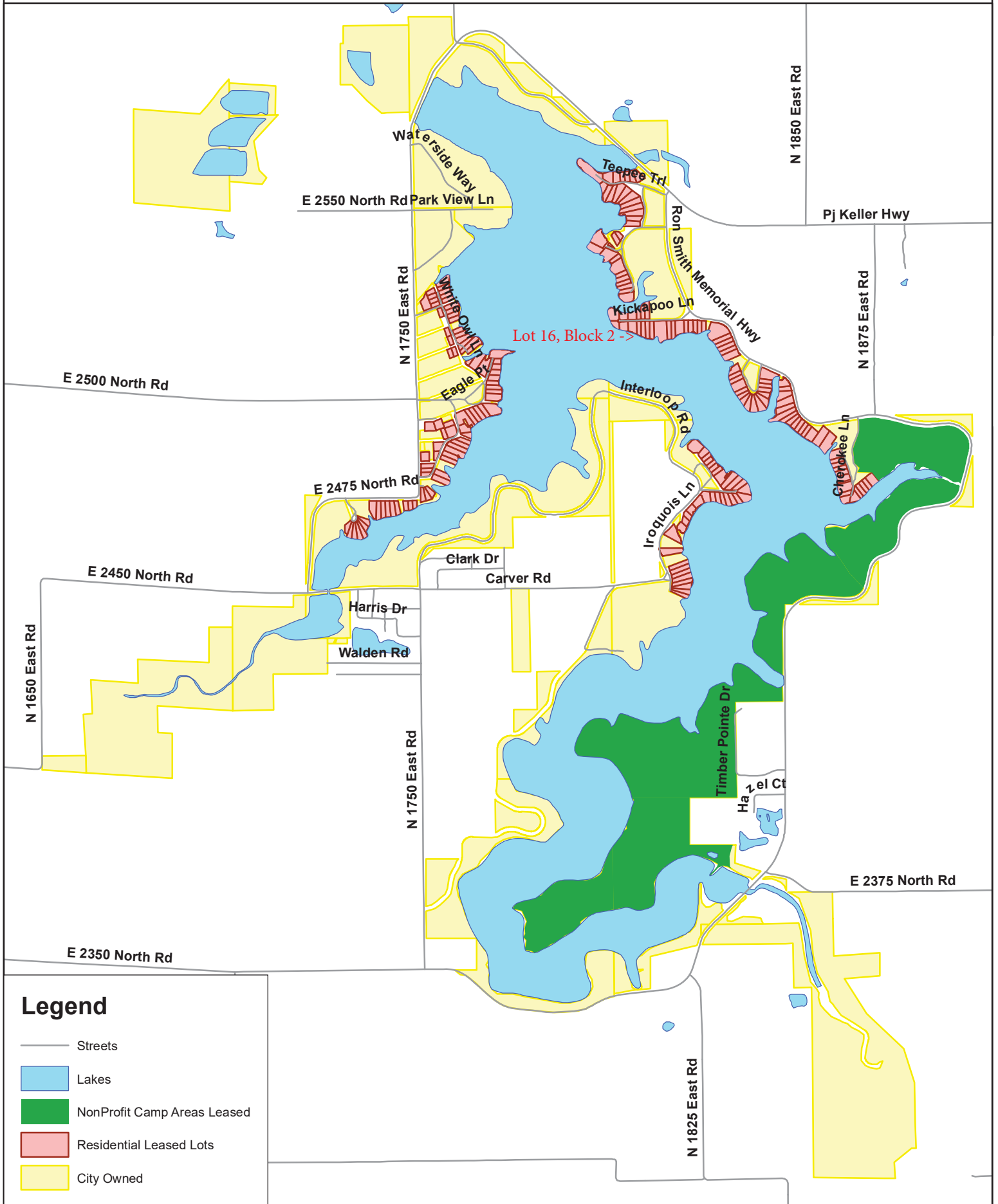
DocuSigned by:

rdner, Lessee

Lake Bloomington Lease Map



0 1,000 2,000
Feet
Date: 4/23/2021



SCALE IN FEET

0 100 200 300 400 500

K113 = MAILING ADDRESS 1/86



REFRACED ON JULY 23, 1973 FROM A PRINT OF A TRACING MADE AUGUST 20, 1923 OF THE ORIGINAL PLAT.
NO DATE AVAILABLE FOR THE ORIGINAL.

CAMP KICKAPOO LAKE BLOOMINGTON		CITY OF BLOOMINGTON, ILLINOIS 61701	
OFFICE OF THE CITY ENGINEER			
DATE	7/23/73	FILE NO.	LB-71
REU	7/23/73		
RES	7/23/73		

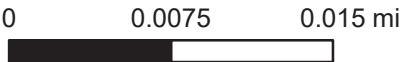
Lot 16, Block 2 Camp Kickapoo Structure Map

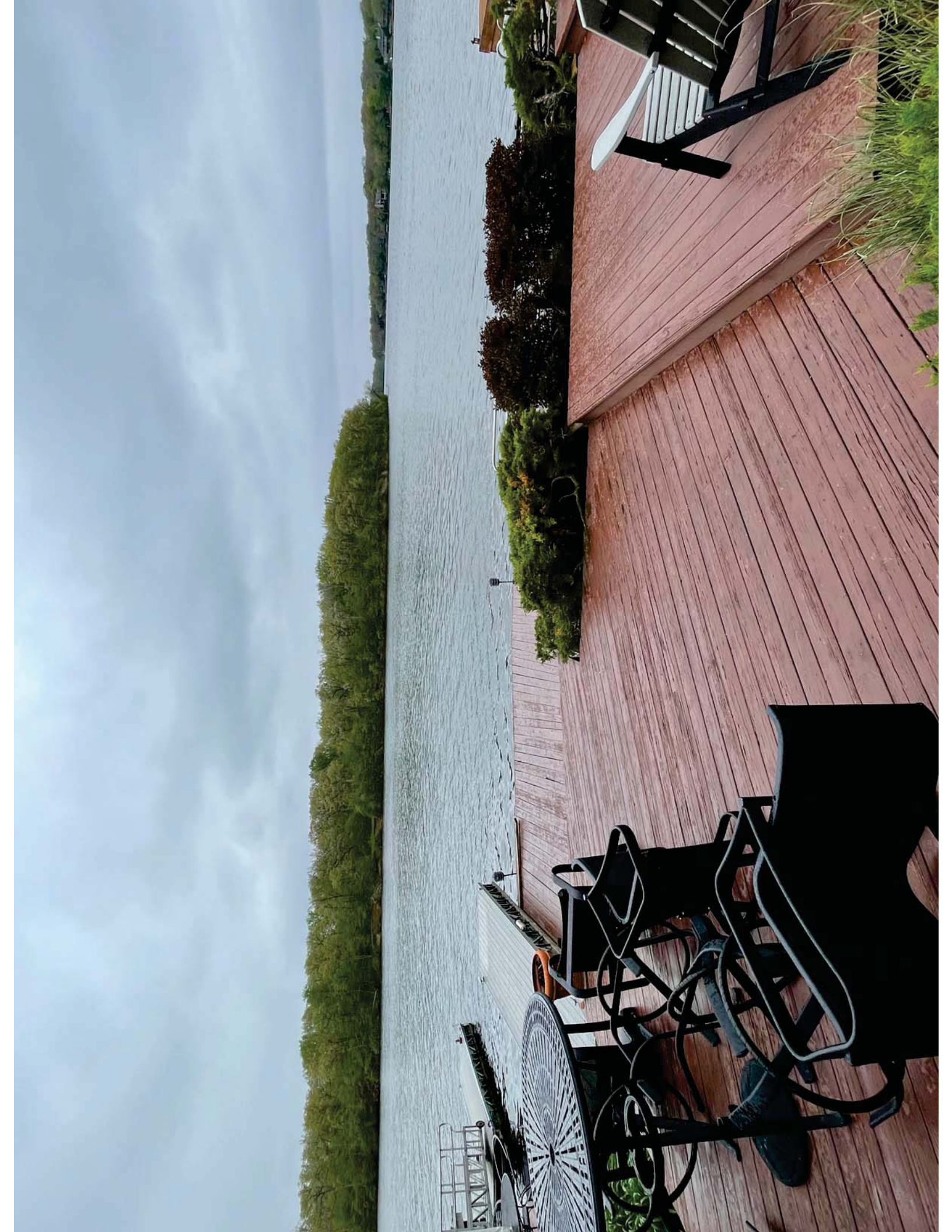


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REGULAR AGENDA



REGULAR AGENDA ITEM NO. 9.A

FOR COUNCIL: June 14, 2021

SPONSOR:City Council

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on Council Member Ward's Initiative to direct City Staff to seek input from representatives of the local disability community and provide Council with an updated recommendation for an ADA (Americans with Disabilities Act) Accessibility Transition Plan, as requested by the City Council.

RECOMMENDED MOTION:

That staff be provided direction on and directed to draft an updated recommendation for an ADA (Americans with Disabilities Act) Accessibility Transition Plan.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5b. City decisions consistent with plans and policies
- Objective 4e. Strong partnership with residents and neighborhood associations

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

At the May 17, 2021 Committee of the Whole meeting, Council Member Ward brought forward an Agenda Initiative (attached). Council Member Ward's Initiative proposed that City Staff seek input from representatives of the local disability community and provide City Council with an updated recommendation for an ADA (Americans with Disabilities Act) Accessibility Transition Plan. A majority of the Council Members present at that meeting voted to have the Initiative placed on a future City Council agenda for further discussion.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, City Clerk

Attachments:

- CC 1B Council Member Agenda Initiative_Mollie Ward



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

SPONSOR: Ward 7 Alderwoman Mollie Ward

PROPOSED INITIATIVE:

Direct City Staff to seek input from representatives of the local disability community and provide City Council with an updated recommendation for an ADA accessibility transition plan to be voted on by the City Council no later than the last City Council meeting of calendar year 2021.

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

☐ Nominal (less than 5 hours)

☐ Moderate (5 to 10 hours)

☒ Significant (more than 10 hours)

ESTIMATED COST OF PROPOSED INITIATIVE: unknown

WILL THE PROPOSED INITIATIVE REQUIRE A BUDGET AMENDMENT?

☐ Yes

☒ No

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

eSigned via SeamlessDocs.com
M.C. Ward
Key: 8e44c1dfbc3400b09e48f408eea209d2

SPONSOR SIGNATURE

05/10/2021

DATE SUBMITTED



REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: June 14, 2021

SPONSOR:City Council

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on Council Member Ward's Initiative to direct City staff to research and develop a Rust Fund Resolution, as requested by the City Council.

RECOMMENDED MOTION:

That staff be provided direction on and directed to research and develop a Rust Fund Resolution.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5b. City decisions consistent with plans and policies
- Objective 4e. Strong partnership with residents and neighborhood associations

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

At the May 17, 2021 Committee of the Whole meeting, Council Member Ward brought forward an Agenda Initiative (attached). Council Member Ward's Initiative proposed that City staff research and develop a Rust Fund Resolution as directed. A majority of the Council Members present at that meeting voted to have the Initiative placed on a future City Council agenda for further discussion.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, City Clerk

Attachments:

- CC 2B Council Initiative by Mollie Ward regarding Rust Fund Resolution



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

SPONSOR: Ward 7 Alderwoman Mollie Ward

PROPOSED INITIATIVE:

Direct City Staff to research and develop a resolution to
-- increase the amount of Rust Fund grants available for accessibility projects from the current 50% to 75%,
-- provide options for a cost share between the City and eligible business owners for the remaining 25%, and
-- develop a plan to improve marketing of the Rust Fund for accessibility projects.

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

☒ Nominal (less than 5 hours)

☐ Moderate (5 to 10 hours)

☐ Significant (more than 10 hours)

ESTIMATED COST OF PROPOSED INITIATIVE: unknown

WILL THE PROPOSED INITIATIVE REQUIRE A BUDGET AMENDMENT?

☒ Yes

☐ No

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

eSigned via SeamlessDocs.com
M.C. Ward
Key: 8e44c1dfbc3400b09e48f408aaa209d2

SPONSOR SIGNATURE

05/10/2021

DATE SUBMITTED



REGULAR AGENDA ITEM NO. 9.C

FOR COUNCIL: June 14, 2021

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

No modifications recommended at this time.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

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

On April 30, 2021, Governor Pritzker issued a new 30-day disaster proclamation related to the pandemic. For purposes of the Open Meetings Act, the Proclamation found that the public health concerns at issue render in-person attendance of more than ten people at the regular meeting location not feasible. Accordingly, the City has continued to hold its meetings electronically, but is likely to resume in-person meetings in the near future.

As the community, including the City's businesses and residents, continues to address the impacts of the COVID-19 pandemic, City staff is not currently recommending the repeal of the Ordinance at this time. The City's Emergency Ordinance has been used primarily to assist local businesses (e.g., permit and licensing extensions, outdoor dining, etc.) and ensure the continuity of operations at the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

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

COMMUNITY DEVELOPMENT IMPACT: The continuation of Ordinance 2020-18 allows several key functions of the Economic & Community Development Department to continue that do not include statutorily mandated public hearings, as well as the expansion of certain business operations for outdoor dining.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

	
Chris Tomerlin, Budget Manager	Tara Henry, Legislative Assistant
6/9/2021	6/9/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- LGL 1B Local Emergency Declaration Ordinance 2020-18
- LGL 1C Ord. No. 2020 - 21
- LGL 1D Ord. No. 2020 - 25
- LGL 1E Ord. No. 2020 - 30
- LGL 1F Ord. No. 2020 - 38
- LGL 1G Ord. No. 2020 - 45
- LGL 1H Ord. No. 2020 - 61
- LGL 1I Ord. No. 2021 - 2
- LGL 1J Ord. No. 2021 - 33

ORDINANCE NO. 2020 - 18

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

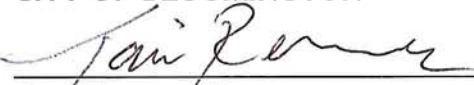
SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

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

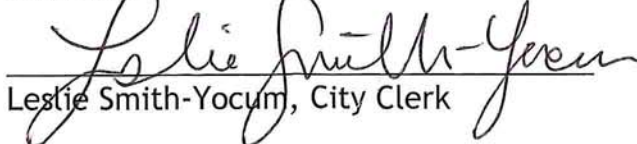
PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON


Tara Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - 21

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

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

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

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

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

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

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

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

PASSED this 13th day of April 2020.

APPROVED this 15th day of April 2020.

CITY OF BLOOMINGTON

Tari R. Penner, Mayor

ATTEST

Leslie Young, City Clerk



ORDINANCE NO. 2020 - 25

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

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

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

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

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

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

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

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

PASSED this 27th day of April 2020.

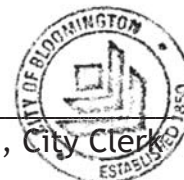
APPROVED this 28th day of April 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, Mayor

ATTEST

Leslie Young
Leslie Young, City Clerk



ORDINANCE NO. 2020 - 30

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

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

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

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

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

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

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

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

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

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

PASSED this 11th day of May 2020.

APPROVED this 12th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leticia Young, City Clerk



ORDINANCE NO. 2020 - 38

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

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

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

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

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

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

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

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

PASSED this 26th day of May 2020.

APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON

Tari Renna
Tari Renna, City Clerk

ATTEST

Leslie Simon Renna
Leslie Simon Renna, City Clerk



ORDINANCE NO. 2020 - 45

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

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

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

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

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

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

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

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

PASSED this 24th day of June 2020.

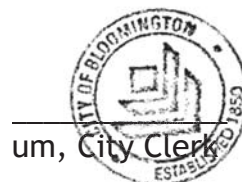
APPROVED this 25th day of June 2020.

CITY OF BLOOMINGTON

Tari Renner _____
or

ATTEST

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ORDINANCE NO. 2020 - 61

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(T) SUSPENDING
DOWNTOWN SHUTTLES**

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

SECTION 1. The City Council finds that: (1) as McLean County is currently on the warning level for the new cases per 100,000, additional emergency measures are necessary to restrict the spread of COVID-19; and (2) the operation of the downtown shuttles, used to carry patrons to and from bars in vehicles where social distancing is not possible, creates a public health and safety risk during this time of rising cases; and (3) that the suspension of downtown shuttles is necessary for the public health and safety of the community.

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

(T) Suspension of Downtown Shuttles. All licenses and certificates of public convenience for downtown shuttles issued under Chapter 40, Article X of the City Code are hereby suspended and no downtown shuttle shall operate until the repeal and/or termination of this Ordinance or provision. No additional and/or new licenses or certificates shall be issued until the repeal or termination of this Ordinance or provision.

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

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

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

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

PASSED this 14th day of September 2020.

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APPROVED this 16th day of September 2020.

CITY OF BLOOMINGTON

Taxi Rental

ATTEST

Lesl *Leslie Smith-Jung* m, City Clerk



ORDINANCE NO. 2021 - 2

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO MODIFY SECTION 2(Q) TO ALLOW THE CONTINUED PRORATION OF THE CITY'S LIQUOR LICENSE FEES

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

SECTION 1. That Ordinance 2020-18, Section 2(Q) is amended as follows:

(Q) Liquor License Fee Proration. Establishments with a City liquor license that are not operating due to the pandemic, may apply to have their license fees prorated for the license year based on the amount of time the business was closed due to Executive Order of the Governor of the State of Illinois. To qualify for a proration in the license fee, the establishment must have been closed and may not have been providing curbside pickup and/or delivery. ~~This shall be a one-time proration and only for establishments that were closed continually for at least 30 days.~~ Establishments must apply for the proration refund to the City Clerk and shall be required to provide proof of closure by affidavit and/or other documentation as deemed appropriate by the City Clerk. Applications must specify the dates the Establishment was closed as a result of orders by the State of Illinois. A new application must be filed each time the establishment is closed as a result of the orders by the State of Illinois. New applications for fee refund prorations that occurred for closings in the 2020 calendar year must be filed by March 1, 2021. Applications for any fee refunds prorations that occur as the result of closings in the 2021 calendar year must be filed by January 31, 2022. Applications must be received by the City Clerk at least 30 days after establishments are allowed by executive order of the Governor or other change in the law, to have customers/patrons "dine-in" regardless of capacity restrictions.

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

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

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

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

PASSED this 11th day of January 2021.

APPROVED this 13th day of January 2021.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum
Leslie Smith-Yocum, City Clerk



ORDINANCE NO. 2021 - 33

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO MODIFY SECTION 2(S) REGARDING
CITY UTILITY PENALTIES

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

SECTION 1. That Ordinance 2020-18, Section 2(S) is amended as follows:

- (S) Moratorium on Water Utility Penalties. ~~No interest, fines and/or penalties shall accrue or be assessed on City owned utility accounts amounts owed to the City as of after March 12, 2021, March 1, 2020 and thereafter until our region begins Phase 4 of the Restore Illinois Plan, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within thirty (30) days after the conclusion of Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof, ninety (90) days after our region hits Phase 4 of the Restore Illinois Plan, expected to be June 26, 2020, or until this provision is amended or repealed by the City Council. Any existing penalties that currently exist on accounts shall remain due and payable but shall not continue to accrue or grow during the moratorium.~~ The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

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

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

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

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

PASSED this 10th day of May 2021.

APPROVED this 12th day of May 2021.

CITY OF BLOOMINGTON

Melissa M. Williams
Melissa M. Williams, Mayor

ATTEST

Loretta Smith-Gary
Loretta Smith-Gary, City Clerk

